



**Town of Surfside
Town Commission Meeting
AGENDA**

October 8, 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. Recognition of Anthony R. Napoleon – Mayor Daniel Dietch**
- H. Recognition of Irina Mocanu**
- I. Officer of the Month of August – Sergeant Patrick McKenna, Detective Marian Valino and Detective Alejandro Llorente – David Allen, Chief of Police**
- J. Officer of the Month of September – Sergeant Patrick McKenna, Officer Edward Carrasquillo and Officer Carol Sawaya - David Allen, Chief of Police**
- K. Police Civilian of the Month of September – Parking Enforcement Team – Elinor Joseph, Andrea Smith-Bustillo, Alain Acosta, Willie Perez, Angel Melendez and Josue Castro – David Allen, Chief of Police**

2. Quasi-Judicial Hearings

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 – September 9, 2013 First Budget Hearing Meeting Minutes Page 1-3**
- B. Budget to Actual Summary as of July 31, 2013 – Donald Nelson, Finance Director Page 4-6**
- *C. Town Manager’s Report – Michael P. Crotty, Town Manager Page 7-32**
- *D. Town Attorney’s Report – Linda Miller, Town Attorney Page 33-36**
- *E. Projects Progress Report – Calvin, Giordano and Associates, Inc. Page 37-39**
- 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 40-219**

- June 3, 2013 Tourist Board Meeting Minutes
- June 4, 2013 Pension Board Meeting Minutes
- June 24, 2013 DVAC Meeting Minutes
- August 5, 2013 Tourist Board Meeting Minutes

- G. Florida Water and Land Legacy Amendment – Mayor Daniel Dietch Page 220-223**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA (“TOWN”); ENDORSING AND ENCOURAGING SUPPORT OF THE FLORIDA WATER AND LAND CONSERVATION AMENDMENT, WHICH WOULD DEDICATE FUNDS TO ACQUIRE AND RESTORE FLORIDA CONSERVATION AND RECREATION LANDS; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

4. Ordinances

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

A. Second Readings (Ordinances and Public Hearing)

- 1. Veterinary Clinics – Sarah Sinatra, Town Planner Page 224-229**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 “ZONING” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES AND SPECIFICALLY AMENDING SECTION SEC. 90-41(d) “REGULATED USES” ADDING VETERINARY OFFICE AS A CONDITIONAL USE; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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

B. First Reading Ordinances

1. Capital Improvement Element Update – Sarah Sinatra, Town Planner Page 230-247

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ADOPTING THE 2013 ANNUAL UPDATE TO THE CAPITAL IMPROVEMENTS ELEMENT WITHIN THE TOWN'S COMPREHENSIVE PLAN IN ACCORDANCE WITH SECTION 163.3177, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY AND CONFLICT; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

2. Construction Fence – Sarah Sinatra, Town Planner Page 248-257

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 "ZONING" AND SPECIFICALLY AMENDING SECTION 90-56.1.B. "CONSTRUCTION FENCING" OF THE TOWN OF SURFSIDE CODE OF ORDINANCES TO PERMIT CONSTRUCTION FENCING MATERIALS; 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. Tennis Center Lighting and Tennis Center Renovations – Tim Milan, Parks and Recreation Department Director Page 258-341

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE TOWN TO ENTER INTO AN AGREEMENT WITH FAST-DRY COURTS, INC. AND THE TOWN OF SURFSIDE PIGGYBACKING OFF THE COMPETITELY BID CONTRACT AWARDED BY MIAMI BEACH, FLORIDA; 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.

AND

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE TOWN TO ENTER INTO AN AGREEMENT WITH MUSCO SPORTS LIGHTING, LLC AND THE TOWN OF SURFSIDE PIGGYBACKING OFF THE COMPETITELY BID CONTRACT AWARDED BY CLAY COUNTY; 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.

B. Resolution Establishing Surfside Charter Review Board – Vice Mayor Michael Karukin Page 342-344

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ESTABLISHING THE TOWN OF SURFSIDE CHARTER REVIEW BOARD; PROVIDING FOR RULES AND PROCEDURES; PROVIDING FOR AUTHORIZATION AND PROVIDING FOR AN EFFECTIVE DATE.

C. Town Attorney Agreement – Commissioner Michelle Kligman Page 345-357

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPOINTING LINDA MILLER AS TOWN ATTORNEY; APPROVING THE EMPLOYMENT AGREEMENT BETWEEN LINDA MILLER AND THE TOWN OF SURFSIDE ATTACHED HERETO AS EXHIBIT “A”; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.

D. Employee Health Insurance Broker and Contract Renewal for FY 2013-2014 – Donald Nelson, Finance Director [SET FOR TIME CERTAIN AT 8:35 PM] 358-369

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, AUTHORIZING THE WAIVER OF THE COMPETITIVE BIDDING PROCESS AND APPROVING A CONTRACT, NOT TO EXCEED TWENTY-FOUR THOUSAND DOLLARS (\$24,000), WITH ADAMS BENEFIT, INC. TO BE THE INSURANCE BROKER FOR ALL OF THE TOWN'S SERVICES RELATED TO EMPLOYEE HEALTH, DISABILITY, LIFE, DENTAL, AND OTHER RELATED BENEFITS PROGRAMS; WITH SERVICES TO CONTINUE UNTIL A SUBSEQUENT RFQ FOR THE SAME SERVICES IS ISSUED AND AWARDED; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO DO ALL THINGS NECESSARY TO EXECUTE AN AGREEMENT WITH ADAMS BENEFIT, INC; AND PROVIDING FOR AN EFFECTIVE DATE.

E. Community Rating System (CRS) Consultant CRS Max Consultants, Inc. – Rosendo Prieto, Building Official Page 370-381

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING THE TOWN ADMINISTRATION TO RETAIN COMMUNITY RATING SYSTEM MAX CONSULTANTS (CRS MAX), INC. TO ASSIST THE TOWN IN REESTABLISHING ITS PARTICIPATION IN THE NATIONAL FLOOD INSURANCE PROGRAM'S COMMUNITY RATING SYSTEM; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO EXECUTE AN AGREEMENT FOR RETENTION OF CRS FOR CONSULTING SERVICES; AUTHORIZING THE APPROPRIATION AND EXPENDITURE FROM THE 2013/2014 FISCAL YEAR BUDGET NOT TO EXCEED \$15,000 FROM THE BUILDING SERVICES DEPARTMENT IN THE GENERAL FUND; PROVIDING FOR AUTHORIZATION; AND 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. Presentation of Final Bid Update – Terrel Fritz, RMA [SET FOR TIME CERTAIN AT 7:45 PM] Page 382-393**
- B. Major Contracts, Bond Issues, Public/Private Partnerships and Loans to be reviewed by Miami Dade County Inspector General and/or Commission on Ethics – Commissioner Joe Graubart Page 394**
- C. Update on Hedge Sight Triangle (Corner Visibility) Issues – Joe Damien, Code Compliance Director Page 395-397**
- D. Dr. Grayson Street Naming – Sandra Novoa, CMC, Town Clerk Page 398-409**
- E. Comprehensive Town Plan RFP – Commissioner Joe Graubart Page 410**
- F. Resolution No. 12-2092 – Expenditures over \$8,500 – Commissioner Marta Olchyk Page 411-413**
- G. Food at Town Meetings – Commissioner Marta Olchyk Page 414**
- H. Biscaya Drainage Options – Michael P. Crotty, Town Manager Page 415-417**
- I. Matrix Comparing: “Notice of Violation” vs. “Civil Citation – Joe Damien, Code Compliance Director Page 418-428**
- J. Parking Outreach – Michael P. Crotty, Town Manager Page 429-430**

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
FIRST BUDGET HEARING
TOWN HALL COMMISSION CHAMBERS
9293 HARDING AVENUE
MINUTES

SEPTEMBER 9, 2013
7:00 PM

1. Opening

A. Call to Order

Mayor Dietch called the meeting to order at 7:00 P.M.

B. Roll Call of Members

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

C. Pledge of Allegiance

Chief of Police David Allen led the Pledge of Allegiance

2. Discussion Regarding Millage Rate and Budget—Michael P. Crotty, Town Manager

Town Manager Crotty explained the State requirements and gave an overview of the 2013/14 budget. At a Special Commission Meeting on July 23, 2013 the Commission approved some modifications to the budget. The proposed millage rate of 5.3 was discussed with the possibility of reducing it to 5.2. However, some funds will have to be reduced or removed from the budget. A slide presentation gave an overview of the enhancements made to the proposed budget.

Mayor Deitch opened the meeting for Commission discussion. Vice Mayor Karukin asked for more details regarding the Feeder School Donations, Community Center outdoor fitness equipment, and Bus Service to Mount Sinai for seniors. Commissioner Kligman indicated that several senior citizens were in contact with her and requested the need for Bus Service to Mt. Sinai. Commissioner Olchyk suggested we look at this more closely and determine how many people will actually use this service. The Commission decided to reduce the amount of the line item to keep the service to its senior citizens. Donald Nelson, Finance Director explained how allocated funds are handled when all monies are not utilized.

Vice Mayor Karukin would like to see the line items removed for feeder school donations and Community Center Outdoor Fitness Equipment. The Commission discussed these two items and was not unanimous in the allocation of these funds.

Public Comment

Mayor Dietch opened the meeting for public comments.

Public Speaker Melissa Moonves spoke about the Surfside Urban Gardeners and related its success. She also thanked the Commission for their support and she was looking forward to increasing this project with more gardens. Ms. Moonves indicated that it is a great learning experience for children and that many citizens are interested in growing their own vegetables. Commissioner Kligman thanked Ms. Moonves for her efforts and service to the community. Commissioner Olchyk asked Ms. Moonves her opinion on the items discussed and Ms. Moonves said she thought there may be alternative ways to help seniors getting to Mt. Sinai, was not in favor of the outdoor fitness equipment but was in favor of supporting schools with donations.

Commissioner Kligman made a motion to reduce the Bus Service to Mount Sinai Medical Center from \$12,500 to \$7,500. The motion received a second from Vice Mayor Karukin and all voted in favor.

Commissioner Graubart made a motion to keep the \$4,500 for the Feeder School Donations in the budget. The motion received a second from Commissioner Kligman. The motion failed 2-3 with Commissioner Olchyk, Vice Mayor Karukin and Mayor Dietch voting in opposition.

Vice Mayor Karukin made a motion to remove the Community Center Outdoor Fitness Equipment from the budget. The motion received a second from Commissioner Olchyk. The motion carried 3-2 with Commissioner Graubart and Commissioner Kligman voting in opposition. This item will be removed from the FY 2013-2014 budget.

3. Fiscal Year 2013/2014 Millage Rate

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, MIAMI-DADE COUNTY, FLORIDA, ADOPTING THE TENTATIVE LEVYING OF A MILLAGE RATE AGAINST ALL TAXABLE REAL AND PERSONAL PROPERTY IN THE TOWN OF SURFSIDE, FLORIDA FOR THE FISCAL YEAR 2013/2014; AND REAFFIRMING SEPTEMBER 26, 2013 AS THE DATE OF ADOPTION OF THE FINAL MILLAGE RATE.

Vice Mayor Karukin made a motion to set the millage rate to 5.20. The motion received a second from Commissioner Kligman and all voted in favor.

4. Public Comment

No public comments

5. Fiscal Year 2013/2014 Annual Budget

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA (“TOWN”) APPROVING AND ADOPTING THE FINAL ANNUAL BUDGET AND MAKING APPROPRIATIONS FOR THE FISCAL YEAR 2013/2014; ATTACHING A SUMMARY COPY OF SAID BUDGET MARKED EXHIBIT “A”; PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Kligman asked for clarification regarding the budgeted item full-time employees (FTE) which has been increased in the proposed budget. Budget Officer Andria Meiri clarified the item and said a correction has been made as it was added and labeled incorrectly. Yamileth Slate-McCloud, Human Resources spoke regarding the increase in part-time employees proposed in the 2013/2014 budget.

Commission Graubart asked about permit fees generated as well as rollback rates. (Time exact 7:55 p.m.) Donald Nelson, Finance Director indicated the building permits, licenses and inspection fees have been growing and the city would have an increase in revenues in 2013-14. However, the following years may not have as large an increase. Director Nelson also explained the rollback rate.

Commissioner Kligman brought up the subject of converting an IT contractual position to a full-time city employed position. Mayor Dietch requested Town Manager Crotty to provide an analysis of all outsource functions.

Vice Mayor Karukin made a motion to accept the budget as amended. The motion received a second from commissioner Kligman and all voted in favor.

6. Adjournment

There being no further business to come before the Commission, the meeting adjourned at 8:23 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

July 31, 2013

84% OF YEAR EXPIRED (BENCHMARK)

Agenda Item #

Page

1 of 3

Agenda Date: October 8, 2013

GOVERNMENTAL FUNDS		ACTUAL	ANNUAL BUDGETED	% BUDGET	
GENERAL FUND					
REVENUE	\$ 8,653,890 *	\$11,198,285	77%		
EXPENDITURES	8,597,565	\$11,198,285	77%		
Net Change in Fund Balance	56,325				
Fund Balance-September 30, 2012 (audited)	5,266,374 A				
Fund Balance-July 31, 2013 (Reserves)	\$ 5,322,699				
RESORT TAX (TEDAC SHARE)					
REVENUE	\$ 149,249 *	\$304,661	49%		B
EXPENDITURES	214,653	\$304,661	70%		
Net Change in Fund Balance	(65,405)				
Fund Balance-September 30, 2012 (audited)	171,496				
Fund Balance-July 31, 2013 (Reserves)	\$ 106,091				
POLICE FORFEITURE/CONFISCATION					
REVENUE	\$ 24,348	\$162,490	15%		C
EXPENDITURES	41,737	\$162,490	26%		
Net Change in Fund Balance	(17,389)				
Fund Balance-September 30, 2012 (audited)	122,272				
Fund Balance-July 31, 2013 (Reserves)	\$ 104,883				
TRANSPORTATION SURTAX					
REVENUE	\$ 160,645 *	\$287,862	56%		D
EXPENDITURES	183,870	\$287,862	64%		
Net Change in Fund Balance	(23,225)				
Fund Balance-September 30, 2012 (audited)	122,302				
Fund Balance-July 31, 2013 (Reserves)	\$ 99,077				
CAPITAL PROJECTS					
REVENUE	\$ 310,323	\$707,467	44%		
EXPENDITURES	321,685	\$707,467	45%		
Net Change in Fund Balance	(11,363)				
Fund Balance-September 30, 2012 (audited)	132,783				
Fund Balance-July 31, 2013 (Reserves)	\$ 121,420 E				

NOTES:

* Many revenues for July, 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).

B. Timing Difference - July Resort Tax revenues are received in August, 2013.

Total Resort Tax Revenues of \$419,162 were received thru June, 2013 (\$149,249 to TEDAC, \$269,913 to the General Fund).

C. Forfeiture revenue fluctuates widely.

D. Timing Difference - July, 2013 CITT revenues are received in September, 2013.

E. Capital Projects fund includes mobilization expense for the 95th Street End project. (awaiting developer's contributions)

ENTERPRISE FUNDS

ACTUAL

ANNUAL BUDGETED	% BUDGET
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WATER & SEWER

REVENUE	\$ 2,269,371	\$3,070,859	74%
EXPENDITURES	2,501,021	\$3,070,859	81%
Change in Net Assets	(231,650)		
Unrestricted Net Assets-September 30, 2012 (audited)	(2,949,483)		
Loan Proceeds *Subsequent to FY 2012 Close	7,339,928		
Restricted Net Assets-Renewal & Replacement	1,017,776		
Unrestricted Net Assets-July 31, 2013 (Reserves)	\$ 5,176,571 F		
Capital Project Expenses to date for Water & Sewer	\$ 5,927,461	\$5,464,014	108%

MUNICIPAL PARKING

REVENUE	\$ 882,666	\$852,286	104%
EXPENDITURES	684,671	\$916,344	75%
Change in Net Assets	20,151		
Unrestricted Net Assets-September 30, 2012 (audited)	1,258,325		
Unrestricted Net Assets-July 31, 2013 (Reserves)	\$ 1,278,476		
Capital Project Expenses to date for Municipal Parking	\$ 317,855	\$451,188	70%

SOLID WASTE

REVENUE	\$ 934,573	\$1,267,303	74%
EXPENDITURES	990,764	\$1,267,303	78%
Change in Net Assets	(56,191)		
Unrestricted Net Assets-September 30, 2012 (audited)	228,437		
Unrestricted Net Assets-July 31, 2013 (Reserves)	\$ 172,246		

STORMWATER

REVENUE	\$ 418,930	\$505,000	83%
EXPENDITURES	351,655	\$505,000	70%
Change in Net Assets	67,275		
Unrestricted Net Assets-September 30, 2012 (audited)	(161,489)		
Restricted Net Assets-Renewal & Replacement	266,140		
Unrestricted Net Assets-July 31, 2013 (Reserves)	\$ 171,926		
FDEP Grant	986,000	\$512,500	192%
Capital Project Expenses to date for Storm Water	\$ 653,875	\$728,781	90%

NOTES:(con't)

F. The reserves balance of \$5,176,571 is the result of a change in current net assets as of July 31, 2013 of (\$231,650), net assets as of September 30, 2012 of (\$2,949,483), subsequent receipts of the State Revolving Loan payment #1 of \$4,151,234 and payment #2 of \$3,188,694 for a total of \$7,339,928, and \$1,017,776 for renewal and replacement.

The Unrestricted Net Assets as of July 31, 2013 of \$5,176,571 includes funds of \$651,144 for rate stabilization.


Donald G. Nelson, Finance Director


Michael P. Crotty, Town Manager

**ATTACHMENT

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

FUND	9/30/2010	9/30/2011	9/30/2012	7/31/2013
General	\$ 3,163,038	\$ 4,256,315	\$ 5,266,374	\$ 5,322,699
Resort Tax	179,035	184,867	171,496	106,091
Police Forfeiture	71,825	117,889	122,272	104,883
Transportation Surtax	416,500	239,760	122,302	99,077
Capital	4,888,357 *	399,754	132,783	121,420
Water & Sewer	2,108,920	2,692,379	(1,931,707)	5,176,571
Parking	2,043,034	1,385,581	1,258,325	1,278,476
Solid Waste	82,210	207,462	228,437	172,246
Stormwater	194,564	342,240	104,651	171,926
Total	\$ 13,147,483	\$ 9,826,247	\$ 5,474,933	\$ 12,553,391
	<u>4,201,479 *</u>			
	\$ 8,946,004			

*Committed to Capital Project (Community Center)



Town of Surfside

TOWN MANAGER'S REPORT October 2013

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A. COMMUNITY PROGRAMS/INITIATIVES/ENHANCEMENTS

1. Sister Cities: Mayor Daniel Dietch

Current Status: The concept of Surfside entering into Sister City relationships with other towns/cities was first discussed within the Administration due to the success of such programs in Surfside's neighboring communities of Miami Beach and Sunny Isles Beach. The idea was recently proposed at the August, 2013 Town Commission meeting by resident Peter Neville as an initiative the Tourist Board might consider given the advent of the revitalization of the Town's tourism economy. Becoming a Sister City (or Town Twinning) creates a broad-based relationship and partnership between two communities nationally or internationally. Traditionally this relationship requires a cooperative agreement between the two towns that often promotes cultural and commercial ties. Possible programs could be established with communities such as Newtown, CT, given the established relationship created by the gift of Ruth the Turtle, with those that have an historical tourism connection (i.e. Canada), as well as with towns based on the heritage of Surfside's population (e.g. those in Israel, Latin and South America). The Tourist Board only briefly discussed this concept at their September 10, 2013 meeting due to lack of time. The item is set for their October 7, 2013 meeting and a speaker from the program on Miami Beach will be presenting their perspective. The Town Commission will be provided more details on this concept for review and discussion as Staff researches the details and pros/cons of establishing such relationships.

2. Electric Car Charging Station: Mayor Daniel Dietch

Current Status: The Parking Division of the Police Department is working with Car Charging on the installation of the station. Arrangements have been made with FPL to install a separate meter at the station's location - an expense to be incurred by Car Charging. The vendor has coordinated an install date with their chosen electrical firm for the first week of October 2013 and will liaise with the Town's Parking Division. The station will be installed at the Town Hall parking lot. The Commission will be notified upon receipt of notice of the actual installation date and information on the station will be in the next available Gazette and posted to the Town's website.

3. Bullying Program: Commissioner Michelle Kligman

Current Status: The bullying program was held on January 16, 2013 in the Community Center. 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 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. Summer camp staff received the bully training during the summer camp in-service training on June 8, 2013. Staff is currently working with the same agency to provide a workshop on anti-bullying for all part time and full time Parks and Recreation staff. The bully training program was held September 19, 2013 in the Community Center. Staff will also work on holding a youth anti-bully program this winter, date to be announced. This will be an ongoing process and updates will be provided monthly.

4. Mt. Sinai Bus Route: Commissioner Michelle Kligman

Current Status: Following the Town Manager and TEDACS Director meeting with the Jewish Community Services (JCS) team on May 30, 2013 regarding transportation options and related costs, JCS staff prepared a bus proposal. This information will be presented to the Town Commission in the FY 13/14 budget process. A subsequent meeting on June 24, 2013 explored further partnership options to mutually benefit Town residents and JCS clients. A Program Modification addressing transportation to Mount Sinai in conjunction with JCS has been included in the proposed FY 13/14 budget. In the interim, JCS conducted outreach meetings with all Police Department shifts to inform them of their services available to seniors. Being aware of the benefits of the Surf-Bal-Bay Program, police officers can pass on information to residents/seniors that they interact with during their daily community involvement/activities. The Town will continue to inform Surfside residents of the program through the Gazette. The FY 13/14 Budget includes up to \$7500 to address this transportation need. Staff continues working toward identifying the level of need and transportation options. Possible partnership with JCS is continuing to be explored. Once the FY 13/14 budget is adopted and level of funding availability is known, Staff will prepare proposals for the Commission's consideration. Prior to incurring transportation costs, authorization of the Town Commission will be received.

5. Joint Skate Park with City of Miami Beach

Current Status: Initial contact was made with Miami Beach officials on May 31, 2013 regarding a joint skate park project located south of the Tennis Center and discussions have begun with the Town's Parks and Recreation Committee. A meeting with Miami Beach officials and Town Representatives was held on July 11, 2013 and September 13, 2013. The meeting was positive in nature and Miami Beach is on board with the Town researching the possibility of building a skate park as a joint venture between Miami Beach and the Town of Surfside. At this time Miami Beach has a possible \$400,000 for the project along with the 2 lots of land. The project was presented to the Parks and Recreation Committee during the July 15, 2013 meeting and was supported by the Committee. Staff work on the project continues including finalizing a proposal for partnership with Miami Beach; options for park development and operation; and community outreach. Also, Bay Harbor Islands officials have expressed an initial interest in the skate park partnership and possible participation. A meeting was held on September 13 with Miami Beach representatives (Assistant Manager and Recreation Director)

to discuss the status of the project. They identified an additional site (the “log cabin” site approximately 5 blocks south of 87th Terrace lot) which they are also considering. Miami Beach staff will present skate park options at a Neighborhood meeting in mid-October.



Approximate 9000 sqft site identified as a possible location for a joint partnership with Miami Beach for developing a skate park located south of the Town’s tennis facility (87th Terrace).

6. MAST Academy – Miami-Dade County Public Schools Maritime and Science Technology Academy (FIU Biscayne Bay Campus)

Current Status: Miami-Dade County Public School District is currently in the process of finalizing the startup of a District operated secondary program in environmental sciences at the FIU Biscayne Bay Campus (3000 NE 151st Street, North Miami) for School Year 13/14.

Mayor Daniel Dietch and the Town Manager received a briefing on June 18, 2013 from County School District officials on the start-up of the Environmental Science Program and longer range plans to fund and permanently establish a facility. Commissioner Michelle Kligman also received a briefing from the Superintendent’s Office on the proposal.

In a number of locations through the County, municipalities partner with the School District to invest in educational opportunities for its residents particularly as it relates to MAST academies. On September 9th, Surfside and Miami-Dade County School District will host an information meeting at Town Hall regarding the Environmental Sciences at Florida International University (FIU), located at 3000 NE 151 Street in North Miami. The meeting will take place in the Commission Chambers. The agenda and meeting information has been posted on the Town’s website under Town News. Elected Officials and staff from Bal Harbour and Bay Harbor Islands were invited to attend the September 9th meeting to hear about this opportunity to expand educational opportunities for local students. The Commission has been provided with a written report on the September 9th Community meeting. An

open house tour of the MAST Academy at FIU is scheduled for Thursday, October 17 at 9:30 am. Information on the open house tour was reported in the October Gazette and is on the Town's website.

7. 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 was held June 25, 2013 in the Commission Chambers. Approximately 10 residents attended. Another outreach meeting is planned; however, in order to receive more input, a different approach is necessary. Staff will work with the traffic engineer to consider such a meeting following the budget hearings. Also, this subject might be better addressed as the Town considers the use of citizen surveys.

8. Turtles Project – Art in Public Places

Current Status: On March 13, 2012 the Town Commission supported this two year Tourist Board initiative paid for out of the Resort Tax Fund. The potential to attract visitors to Surfside, knowing the affinity that people express for similar temporary installations elsewhere and the lasting memories they create, is the driving force behind the project. The public relations and marketing exposure continues to be invaluable and the visitor, resident and business community feedback has been overwhelmingly supportive. By locating the majority of the Turtles in the business district, a sense of excitement and novelty was created - not to mention a reason to visit and walk the district. The Tourist Board has incorporated the turtle theme to the maximum level possible in all other events and promotions it has undertaken since inception. The Parks and Recreation Department have conducted events and activities around community environmental awareness and education. Ruth K. Broad Bay Harbor K-8 Center embraced this program wholeheartedly by including their own educational and environmental awareness components into their curriculum. Their Ruth the Turtle became part of a national healing process.

The program now enters its final phase with just six months to go. A year and a half ago it would have been difficult to predict the amount of construction that is now occurring in such a small area of Town and its implications on this initiative. Recently it has been necessary to move Turtles from the 96th St Park entrance as well as the 95th and 94th Street beach ends in order to ensure their protection from adjacent construction projects. These sculptures are now temporarily stored around the Town's municipal complex in multiple locations due to lack of space. The recently approved Harding Avenue Streetscape Project is now in its construction/implementation phase and this requires the movement of several Turtles.

The dilemma over moving the Turtles and where to place them is impacted by the Tourist Board's decision to sell some of the Turtles and allow the new owners to receive them prior to the program's end next year. This management and logistical challenge, that created a vacuum in the overall location and placement of the sculptures, required a new approach, even if it is only a temporary one, to successfully manage the initiative.

At their September 25, 2013 additional monthly meeting, the Tourist Board approved a plan to relocate the remaining Turtles to 93rd Street between Collins and Harding Avenues while directing the continuation of their sale and removal from Town (dependent on the new owners' requirements). The new location will at least ensure the continuation of the program by recreating a critical mass of sculptures for people to visit, view and appreciate. This street is also a more efficient place for monitoring their safety. In effect this stretch leading to the Community Center becomes Surfside's "Turtle Walk" and the marketing effort can take on a whole new dimension and fresh direction. However it is important to note that the continued sale of the sculptures will translate to a diminishing number of sculptures being in the Town and all marketing efforts will be less and less effective.

The Board will continue to address their plan for the remaining Turtles at their monthly meetings through the end of this year with direction sought on the following:

- Where to place the Turtles after the streetscape project is completed
- Should there be a charity collection while the sculptures are in place
- Should the remaining Turtles next year be sold as originally intended
- What marketing efforts does the Tourist Board envision for the remaining six months or longer (an item identified in the Five Year Tourism Strategic Plan)

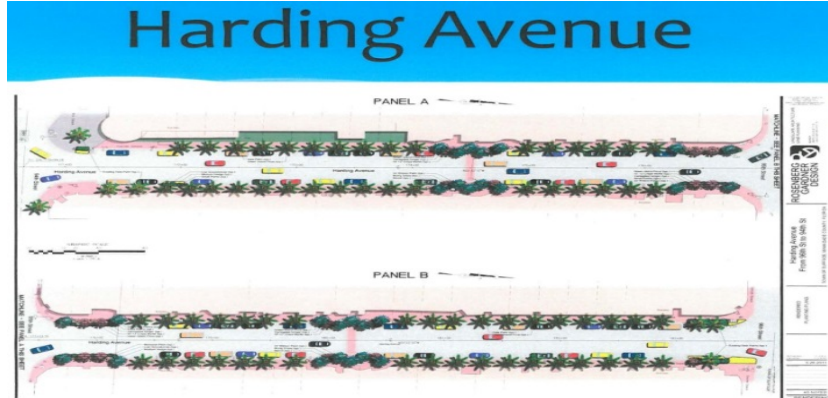
Finally, Staff will implement the change of location and continue to manage the program under the stewardship of the Tourist Board.

B. DOWNTOWN BUSINESS DISTRICT AND TOURISM

1. Harding Avenue Streetscape Plan

Current Status: We have received our permits for the project from FDOT and Miami-Dade County Regulatory Tree Permit. A pre-con meeting was held with FDOT on September 27, on site to review the project in depth to ensure compliance with our permit requirements. FDOT was satisfied and we received the go ahead to continue from their inspector. Tree and shrub removal started on September 23, working the hours from 10 pm to 5 am to avoid traffic. Because downtown businesses are not open during this time, this timeframe allows for little disruption. The majority of the project will be conducted during the night hours for this reason. Larger trees being removed will be loaded onto trailers at night and re-planted the following day in designated locations throughout Town. Locations were mapped out ahead of time which was beneficial for the FDOT permit approval process, thanks in part to Commissioner Olchyk's request to do so in the early stages of the project. We are continuing to have bi weekly meetings with the engineers and contractor to discuss updates and any potential problems.

Harding Avenue streetscape improvements (94th and 96th Streets):



2. Abbott and 94th Street Lot Improvements

Current Status: 94th Street Parking lot is complete. The final task was seal coating and striping which was done on September 21 and 22.

The Abbott Parking lot is about 80% complete with all trees and plantings in, as well as the irrigation. The wall has been patched, fixed, primed and painted. The seal coating, stripping, and painting of the sidewalks are scheduled for the weekends of September 28 and October 5.



Pictured: Completed 94th Street Parking lot

3. Downtown Vision Project: Commissioner Michelle Kligman

Current Status: DVAC met on September 10 and recommended proceeding with allowing veterinary clinics under certain conditions in the downtown district. An update on the BID

process; Streetscape, Police Chief report on establishment of 2 hour parking and related issues was presented.

4. Sidewalk Ordinance Implementation

Current Status: The Town Commission approved (September 17, 2013 meeting) amended FDOT sidewalk lease agreement has been forwarded on to them. This agreement, as well as the accompanying resolution, will need to be vetted through their system and processes. The ordinance has started to be rolled out as part of the Town's Fall business licensing process and will coincide and complement the Harding Avenue Business District Streetscape.

5. 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. 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 Study.

Staff began 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. At the June 24, 2013 DVAC meeting, the committee members provided ideas/suggestions on the community outreach/vision process. The item was also discussed at the two BID Property Owners/Business Operators meetings held on June 26, 2013. As reported in the Town Manager's memo summarizing the first 120 days of employment, the October 8 Commission agenda will include a report on the outreach strategy regarding the Parking Structure Feasibility Study and the critical deficiency in parking in the Business District. Report will contain recommendations to the Commission including formally accepting the Parking Structure Feasibility Study; acknowledging the parking deficiencies identified in the study; directing Staff to initiate actions necessary to complete outreach and authorize Staff to prepare a report no later than April 1, 2014, containing detailed recommendations on parking facility improvements to address deficiencies including location; financing options and construction timeframes.

6. Five Year Tourism Strategic Plan

Current Status: The Tourist Board accepted the report at their meeting on August 5, 2013. This report will be presented to the Town Commission with the minutes from that meeting at the

November 2013 meeting. Also, an initial proposal will be presented for the Commission's consideration on including the strategic partners in implementing the Five Year Plan and their role going forward.

C. INFRASTRUCTURE AND UTILITIES

1. 95th Street End Project

Current Status: The project started on August 22, 2013 with the installation of the storm drain and infiltration ditch along the north side of 95th Street with a connection to the FDOT storm drain. A permit was issued by Miami-Dade County to relocate two 35 ft. Madjool palms from the south side of 95th which will be replanted at the end of the project. Eight new Madjool palms will be planted. The existing trees were a different height so all of the new plantings will now match. The two Madjool palms were relocated to the 94th Street Parking lot area which is at the southern end of the Harding Avenue Street Scape project. The trees were moved on August 12, 2013. The finalization of the paver colors and manufacturer should be complete by September 11, 2013. Curbing for the north side of 95th is scheduled for the week of September 9th. Construction meetings are held with 9501 and Spiaggia representatives to keep them informed of the progress and to discuss and concerns or problems they may have during this project.

The permit process is moving forward for the second phase which entails work from the bulkhead east to the hard-pack.



Pictured is 95th and Collins to bulkhead

2. 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, Mayor Daniel Dietch, Donald Nelson and the former Town Manager 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 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 that 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, Town Manager Michael Crotty discussed with Commissioner Heyman establishing a meeting to follow-up on sanitary sewer issues identified in this POL. The Commission will be provided updates.

On July 11, 2013, Town representatives met with Miami Beach officials regarding the agreement with Miami Beach on sanitary sewer services they provide to the Town. Issues identified during the preparation of the new agreement with Miami Beach may identify additional issues to assist in the Town’s discussions with Miami-Dade. Miami Beach will be encouraged to partner with the Town and our adjoining communities as we approach Miami-Dade regarding the possibility of a north force main. This enhancement would be a significant “back-up” for Miami Beach. Once the negotiations are concluded with Miami Beach, Bob McSweeney, CGA Director of Engineering Construction, will prepare a report outlining the Town’s efforts in upgrades/improvements to its sanitary sewer system and issues in support of our talking points listed above which will serve as the basis for discussions with the County.

Finally, a meeting was held with DERM on August 29th to discuss the Town’s successful compliance with the terms of the 2007 Consent Agreement as a result of the Town’s \$23.6M Water/Sewer/Storm Drainage Project. Town staff discussed with DERM representatives the contemplated north force main project; benefits to be derived and possible approaches to achieve this objective. Miami Beach officials have been initially approached to discuss the north force main project and determine their interest in participating with the County in this dialogue. Additional dialogue will occur with the Manager’s Office, Utilities and Economic Development staff.

3. Water/Sewer/Storm Drainage Project and Collins Avenue Force Main Project

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

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 now complete. The Contractor has completed all punch list items within private property and is now finalizing the pump station and roadway punch list. Sanitary pump stations are substantially complete and off of the bypass pumps. The drainage pump stations have passed all electrical inspections and FPL has provided power. The Contractor has substantially completed all work on the drainage pump stations and passed structural and electrical inspection, they are now all up and running automatically. The close-out of all pump stations will include completing punch list items, full training of Town staff on operation and maintenance (O&M) and the contractor will provide O&M manuals. A project close out meeting was held on July 8, 2013.

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

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 \$23.635M. 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	\$873,500
FDEP Grant	\$125,000	\$125,000 **
FDEP Grant	\$100,000	\$100,000
FDEP State Revolving Fund Loan*	\$9,312,881	\$7,339,928 ***
BBC Bond	\$859,000	\$787,335
TOTAL	\$11,270,381	\$9,225,763

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

*****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/Storm Drainage Project was held on July 8, 2013. The meeting included:

- * 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.

The CGA Projects Report in the Commission agenda packet contains additional information on the water/sewer/storm drainage project and the Commission was provided a report on September 6th containing a "punch list" of unresolved items and issues relating to sewer agreements/regulatory issues.

4. Seawall Project

Current Status:

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 SFWMD and RER final permits have been received. FIND has received all permits and the Town should expect to receive final authorization of funding in October 2013.

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. CGA presented the project to FIND on June 21, 2013. FIND has published the rankings and the presentation was awarded 41.09 points (required 35 to obtain funding). The environmental survey for benthic resources was performed in May and August 2013, the plans have been finalized to reflect the findings. Simultaneously, while we are applying for the FIND funding we have obtained the FDEP permit and expect the USACE permit to come the week of September 16, 2013. The SFWMD and RER final permits have been received. FIND has received all permits and the Town should expect to receive final authorization of funding in October 2013.

5. Beach Management

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 re-nourishment program. A meeting was held with Miami Dade County staff on December 20, 2012 and the County accepted responsibility for coordinating the re-nourishment. Town Staff will be kept updated as Miami-Dade County moves forward with any re-nourishment 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 re-nourishment 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 re-nourishment 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.

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.

A presentation on beach re-nourishment and the sand source study was scheduled for the September 17, 2013 Commission meeting. Unfortunately, Brian Flynn Special Projects Administrator, Miami-Dade County DERM (responsible for sand/beach re-nourishment) is still unable to attend due to a medical reason which has him on leave for an undetermined return time. Brian will be rescheduled as soon as he is available.

Plans for the dune re-nourishment project in April, 2014 are still a work in progress. Public Works staff continues to coordinate this effort with Lee Gotlieb.

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

Current Status: Public Works met with FDOT on September 27, 2013 to discuss the remaining trip hazards on the Collins Avenue pedestrian walkway (sidewalks). The FDOT is meeting with FPL to discuss their many different locations along the Collins Avenue walkway that have FPL boxes that are subject to trip and fall. FDOT is requesting that FPL expedite and fix these locations. Note, many other cities and towns are having the same concerns.

7. 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 an issue of concern. A meeting was held with FDOT District Engineer Gus Pego and he 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. A meeting was held with Mr. Pego on July 3, 2013 regarding the history of the pedestrian crossing at 96th/Harding.

Public Works Director Joseph Kroll, also met with the Town's Traffic Consultant, Jeff Maxwell of Calvin, Giordano, and Associates to discuss the aforementioned traffic issue. Mr. Maxwell was able to provide his findings for Harding Avenue and 96th Street crosswalk as follows:

Potential Crosswalk at 96th Street/Harding Avenue – South Leg of the Intersection: The intersection of Harding Avenue/96th Street currently provides pedestrian crosswalks on the north, east, and west approaches. The south leg of the intersection does not provide a pedestrian crosswalk. Westbound traffic is prohibited from turning left onto Harding Avenue (southbound) and would therefore not present a conflict with the proposed pedestrian crosswalk. Eastbound traffic allows for dual eastbound to southbound right-turn movements. This will present a conflict with the proposed pedestrian movement on the south side of the intersection during the eastbound through movement green phase. For this reason, it will be necessary to provide a dedicated pedestrian phase for the proposed pedestrian movement on the south side of the intersection. It will very likely result in the deterioration of the intersection traffic Levels of Service since the cycle time will need to be allocated for an exclusive pedestrian phase. This will be the primary disadvantage of the proposed crosswalk facility. If a pedestrian crosswalk is installed on the south leg of the intersection, pedestrians on the south side of 96th Street wishing to cross Harding Avenue will no longer need to crossover to the north side of 96th Street. This will be the primary advantage of the proposed crosswalk facility.

[Note: In the July 3, 2013 meeting with FDOT District Secretary Gus Pego, Mr. Pego essentially reiterated the comments provided by Traffic Engineer Jeff Maxwell. He further indicated that installing the crosswalk in the south crosswalk, the traffic would backup substantially on 96th Street increasing the likelihood of turns onto Abbott Avenue thus increasing traffic into the residential areas].

A follow-up meeting with FDOT will be scheduled.

8. 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.

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 proposed FY 13/14 budget presented to the Commission provides a proposal/funding to initiate the planning of Community Center improvements.

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.

9. Community Center Expansion: Second Floor Addition: 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. The FY 13/14 proposed budget contains \$100,000 funding from voluntary proffers to undertake conceptual planning and design of projects including the second story addition to the Community Center. This funding is subject to the Commission approving a Five Year Capital Parks and Recreation Plan. The Resolution adopting the Five Year Capital Parks and Recreation Plan was approved at the September 17 Commission meeting. Also, the resolutions authorizing engineering and architectural services have sunset and will need to be reviewed.

Finally, since this project contains varied components (structural analysis of an existing facility to determine expansion capability; public outreach to determine features to be included; design and permitting, bidding and construction services) the option of competitively selecting a firm which would be retained for “design build” or “best value”.

10. Tennis Facility

Current Status: At the July 15, 2013 Parks and Recreation Committee meeting, the Committee recommended that the improvements to the tennis facility be ranked as the #2 priority with implementation beginning in FY 13/14, (#1 priority being the second floor addition to the Community Center). The improvements (court surface, lighting and fencing) are estimated to cost \$255,000. The Committee moved up the tennis facility on its priority list due to the deteriorating condition of the court surface and overall condition of the supporting infrastructure including lights.

Photos of the existing condition of tennis court surface, light poles and fence/screening to be addressed in FY 13/14:



The Commission approved the Five Year Parks and Recreation Capital Plan during the September 17, 2013 Commission Meeting. The Town will receive in excess of \$400,000 during FY 13/14 from voluntary proffers. A proposal for the total renovation of the Tennis Center will be an agenda item for the October 8, 2013 Commission meeting.

11. Biscaya Drainage Investigation

Current Status: Around the same time of the completion of the Water/Sewer/Storm Drainage Upgrade Project, Surfside experienced a two week period of high intensity short duration rainstorms in conjunction with spring high tides. A result of the newly sealed sanitary sewer system which did not allow excess rainfall to flow into the sanitary sewer system, the flooding during these high tide-high intensity storms increased the duration of temporary flooding on Biscaya Island.

A neighborhood meeting was held at Town Hall on June 5, 2013 to discuss the drainage issues on Biscaya Island. The meeting began with a discussion regarding the current Water/Sewer/Storm Drainage Project and an explanation that the drainage portion of the project was being funded by FDEP in order to improve water quality entering Biscayne Bay, and was not solely a service/performance project. It was also explained that the added work performed on Biscaya Island with regard to improving the existing drainage conditions was the correction of major deficiencies in curb and driveway elevations, improve the roadway profile, and service and clean the existing storm water catch basins. Also, the drainage system (catch basins and culverts) was again inspected the

week of June 5, 2013 to ensure that the system was not damaged during construction. The residents provided input from and discussions regarding potential solutions including the construction of a drainage pump station, outfall upsizing and other alternatives ensued. At the conclusion of the meeting, Staff directed the Town/CGA to schedule meetings with the permitting agencies having jurisdiction to discuss possible modifications which would increase the level of drainage service to the island.

The Town held one meeting and one teleconference to date with Miami Dade RER (DERM) and SFWMD, respectively. The outcome of the Town's meeting with the County resulted in the County agreeing to be receptive to SFWMD's decision on waiving water quality treatment, and if so the County would most likely recommend a variance to the County's requirement to provide water quality as well. This is promising news should the Town decide to move forward with the design, permitting and construction required to upsize the current drainage outfall(s) on Biscaya Island.

On July 12, correspondence was delivered to Biscaya Drive residents informing them of the status of the Town's efforts/investigation of drainage conditions and solutions. CGA has presented cost estimates and awaits direction from the Commission.

A Staff/Engineering report will be presented to the Commission at its October 8 meeting outlining cost estimates and options.

12. 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.

D. PLANNING, ZONING AND DEVELOPMENT

1. The Shul Project

Current Status: An application in sufficient form to start the Design Review Group (DRG) 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 and 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). A DRG meeting occurred on July 18, 2013 and additional comments were discussed. A meeting was held on September 12, 2013 between the Shul and Town representatives to continue the dialogue. A Development Impact Committee meeting is scheduled on October 17, 2013 pending timely submittal of required documents/plans.

2. 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. Funds are included in the FY 13/14 budget to move ERP forward. Also, four project management tracking schedules have been completed and the remaining tracking schedules will be completed prior to FY 13/14 budget adoption. Thanks to Sarah Sinatra for undertaking this effort. Staff will continue to review and update the status.

3. 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 zoning issues. Those issues were clarified at the July 25, 2013 Planning and Zoning Board meeting and the Manager announced that the public is encouraged to provide comments regarding the zoning code on a form provided on the website.

Vice Mayor Karukin clarified his concerns in a July meeting with the Town Attorney and Staff and these specific issues have been discussed at the August Planning and Zoning Board meeting. The Planning and Zoning Board has asked staff to look at side setbacks as a percentage of the lot width to increase the current setbacks, removing the side setback requirement, require parking below grade, requiring building lengths to be no greater than 150 with 30 feet of separation, explore breezeways and consider building platforms no greater than 30 or 40 feet in height without a break similar to the conditions at the Surf Club. These issues will be discussed again at the September Planning and Zoning Board meeting which has been rescheduled to Wednesday, October 2.

4. 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 Board for discussion during their January 31, 2013 meeting. This item is scheduled as an agenda item for the Joint Meeting of the Town Commission and Planning and Zoning Board on September 30.

E. TOWN COMMISSION

1. Legislative Priorities

Current Status: The Legislative Session ended on May 3, 2013. Fausto Gomez updated the Commission at the July 16, 2013 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.

In the Fall, the Commission will begin to prepare its list of legislative priorities for 2014.

2. 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. On January 15, 2013, the Town Commission adopted Resolution No. 2013-2126 which certified and declared the results of the election held on November 6, 2012 wherein all three Charter Amendments were adopted by the voters. Per the ballot language, the Town must commence Charter Review within the first (12) months after adoption of the Resolution. A resolution on the proposed Charter Review Board is included on the agenda for the October 8 Commission meeting.

3. Town Commission/Planning and Zoning Board Joint Meetings

Current Status: The meeting is scheduled for 7:00 pm on September 30, 2013 in the Commission Chambers.

F. TOWN DEPARTMENTS

1. Town Attorney

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

Current Status: Staff is finalizing information necessary to resolve this issue. Follow-up will be coordinated with the Town Attorney.

2. Building Department

a. FEMA National Flood Insurance Program

Current Status: The final house slated for remedial work is presently under contract and the required flood vents have been ordered. This particular structure, 1355 Biscaya Drive, had presented some unexpected challenges for both the design professionals as well as the contractor which created considerable time delays. The principal challenge of this project is the way in which the supporting

structure was designed and built. In order to accommodate the additions, the substructure created virtually inaccessible pockets that need to be opened to allow the free flow exit of flood water from under the house. All of those pending issues have been addressed. Completion of this project will officially close the present CAV.

The resolution presented to the Commission at its September, 2013 meeting to retain the services of CRS Max a consulting firm that specializes in maximizing the potential of a community's application to the CRS program was not approved due to a 2-2 vote. The Resolution will be brought back and included on the October 8 Commission agenda. Their services revolve around identifying the existing conditions of each community and thereby providing programmatic solutions needed to attain the highest possible entry score into the CRS program. CRS Max references have been contacted and the return responses have been overwhelmingly favorable.

Ross Prieto successfully completed the CFM certification exam on August 23 and is presently licensed as the Town's certified flood manager. This certification will allow Ross to manage the Town's flood hazard program under the NFIP.

b. Imaging Town Documents

Current Status: The Building Department continues its daily scanning of current documents during the day and at the end of each day. Document files are being reviewed and organized on an ongoing daily basis.

c. Forty Year Building Certification - Collins and Harding Avenues

Current Status: Collins Avenue mailings have been completed and the focus has been turned to Harding Avenue. To date three properties have been issued letters of violation for non-compliance, four properties have had their letters of violation placed on temporary hold awaiting response. In these cases the owners have responded and requested a short extension. One code sanctioned exemption was granted and one property has come into full compliance including final payment. At this time there are six total properties under the ninety day notice for which we are awaiting response. Steady progress is being made in the area of 40 year building certification.

3. Code Compliance Department

a. Code Compliance Priorities Workshop

Current Status: A workshop was held on April 17, 2013 with the Mayor and Town Commission at which time Staff provided a presentation, including historical information on the prior Ad-Hoc Code Enforcement Committee's recommendations. The report included commonly occurring or reported violations in the single-family, multi-family residential districts, and 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 analyzed the

information submitted by the Commission and included a written report, along with a Commission Communication in the June 11, 2013, Commission meeting agenda packet. Due to the number of items on the agenda and the anticipated length of the meeting to discuss code enforcement issues, this item was deferred. At the August 13, 2013, Town Commission meeting, the Administration received direction to present their updated report and recommendations at the November, 2013 Town Commission meeting. At the September 17th, 2013, Commission Meeting a report was provided comparing the currently used Civil Citation process provided in the Town Code and an alternative Notice of Violation process available in the State Statutes. A matrix detailing and comparing the specifics of each process will be provided at the October 8 Commission meeting and the second workshop is still planned for November 2013.

b. Residential Home Based Businesses

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. A Staff follow-up report from the April 17, 2013 Code Compliance Workshop was provided to the Town Commission on June 11, 2013, but deferred. Additional discussion, recommendations and options will be provided at the November, 2013 Town Commission meeting.

c. Short Term Rentals

Current Status: Options/recommendations on short term rentals have been included in the Code Compliance Report that was provided, but deferred, at the June 11, 2013, Town Commission meeting as part of the follow-up to the April 17, 2013 Code Compliance Workshop. This item should be incorporated in the Code Compliance priorities discussion at the November, 2013 Town Commission meeting.

d. Sight Triangle (Hedges) and Corner Visibility

Current Status: On August 20, 2013, Staff met with Miami-Dade County Traffic Engineer and looked at several intersections in the single family residential neighborhood. After much discussion, the County's position was that the Florida Green Book was the required minimum standard for all municipalities. County staff recommended adoption of same into our Town Code. Based on the discussions, it appears that compliance with Green Book requirements may not be easily attainable Town-wide, as many corner properties (due to limited width of easements and lack of sidewalks) may not be able to meet the minimum standards. These minimum standards include multiple "sight triangle" scenarios, some that address minimum sight clearances immediately after stop signs, as well as others that address visibility clearances that are related to cross traffic which are based on speed limits. It was also confirmed that many property owners have planted hedges and shrubs in the easement (in many cases, right up to the curb) that also hinder visibility. It was recommended that the most easily achievable resolution to compliance was to cut the hedges and shrubs back. Additional issues were also identified by County staff, such as the traffic circle at 95th & Byron, 4-way stop signs, stop sign locations, and speed limit signs, some of which may have been placed without County

review or authorization. A follow-up report will be presented at the October 8 Commission meeting. With regard to the existing cases, as directed, lien releases were provided in all cases where compliance had been attained. A lien release was also provided to one non-compliant case after the administratively mitigated hearing and administrative fees were paid. Only one non-compliant case remains unresolved, as the resident has yet to pay the reduced fees.

4. Finance Department

a. Five Year Financial Plan: Mayor Daniel Dietch

Current Status: The 2013 Five Year Financial Plan has been a priority project for the Town Administration and the Finance Department. The final plan was presented to the Commission at the budget public hearing on September 26. This will be a future Commission agenda item.

b. 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 was implemented as part of the water bill that was mailed in mid-June, 2013.

The online bill pay went live on the website as of July 1, 2013. Notifications are received from SunTrust Bank Merchant Services every morning for accounts that have been paid. . Finance Staff is working with SunTrust and Municode to implement the e-check payment process on line.

c. Certificate of Use (CU) /Local Business Tax Receipt (LBTR)

Current Status: Only one business did not comply for FY 12/13. Failure to respond resulted in that business being brought before for Special Master processing. This is the highest level of compliance ever achieved in Surfside history. New renewal packages have been mailed and 18 businesses have already renewed for FY 2013-2014.

d. Tourist/Resort Tax Audit

Current Status: Five businesses have not complied. The Finance Director is working with the businesses to ensure compliance with the Auditors' requests so that the audits could continue. These businesses may go through the Code Compliance process in time for the next Special Master hearing. The completed audit reports are in the process of being reviewed by the Finance and TEDACS Departments.

5. Parks and Recreation

a. 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, 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.

b. 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 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 has been reinstalled and Phase II of the repairs has been completed to include hardware replacement, rust removal, clear coat repair and solenoid repairs. Work has started on Phase III of the repairs and continues to move forward and the water playground continues to remain open. Progress reports on the work being performed will be updated until the project is completed.

6. Public Works

a. Sidewalk Staining to Match Colors

Current Status: The project is almost complete with the only item being touch-up work on two driveway entrances along Collins Avenue. These drives were scheduled to be addressed the week of September 9th when the contractor (Lynx Construction) works on the Abbott and 94th Street parking lots.


Respectfully submitted

by: Michael Crotty
Michael P. Crotty
Town Manager



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, Town Attorney 

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

DATE: October 8, 2013

SUBJECT: Office of the Town Attorney Report for October, 2013

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

September 17, 2013	Town Commission Meeting
September 17, 2013	Quasi-judicial Hearing on Variance
September 25, 2013	Tourist Board Meeting
September 26, 2013	Final Budget Hearing
September 30, 2013	Joint Town Commission and Planning & Zoning Board Meeting
October 2, 2013	Planning & Zoning Board Meeting
October 7, 2013	Tourist Board Meeting

Ordinances prepared, reviewed and/or revised for the following:

2013 Capital Improvement Element Ordinance
 Construction Fence Ordinance

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

- Adopting Levying of a Millage Rate FY 13/14.
- Adopting the Final Annual Budget FY 13/14.
- Establishing Charter Review Board.
- Authorize Agreement with Musco Sports Lighting.
- Authorize Agreement with Fast-Dry Courts.

- Water & Land Conservation Amendment.
- Authorize Insurance Agent and Waiver of Competitive Bidding.

Town Manager:

- Continued follow-up issues regarding commercial parking and construction sites.
- On-going review of Shul plans.
- Continued follow-up for preparation of massing and zoning issues.
- Continued follow-up with Code Enforcement regarding sight triangles/hedges.
- Continued follow-up on issues regarding regulating beach concession.
- Collaborate on 9501 Collins Avenue proffer.
- Research on issue of ownership of alleys.
- Research on Board/Commission member(s) attending other board/commission meetings.
- Review of conditions of approval on all ongoing projects.
- Continued follow-up Spiaggia parking space requirements.

Town Clerk:

- Opined on Notice requirements.
- Review updated ethics law requirements.
- Review election/ballot notice requirements.
- Review and follow-up for public records records.
- Follow-up research for social media and Sunshine Law issues.

August 29, 2013 Planning and Zoning Board Agenda:

- 9389 Byron Avenue – request to convert garage.
- 9217 Dickens Avenue – request to build a patio addition.
- 9476 Harding Avenue – request to install a permanent sign.
- 9472 Harding Avenue – request to install a permanent sign.
- Discussion on wall frontage and side setbacks in H120.
- Research permitted and special use provisions.

Building Department/Code Enforcement/Planning:

- Continued followed up with Building Official regarding FEMA for follow-up for CAV response.
- Continued follow-up meetings with Town Administration regarding sight triangle hedge violations.
- Collaboration on parking alleys updates and information.
- Collaboration on purchasing guidelines for retention of services.
- Research and review development permit language.

Human Resources Department:

Follow-up meetings regarding Town employee health insurance plan and preparation of Resolution.

Finance Department:

- Collaboration on finalizing the Agenda for the Second Budget Hearing and TRIM Resolutions.

Parks and Recreation:

- Review and revise Musco and Fast-Dry Agreements and Resolutions.
- Follow-up for review of Beach Management Agreement (Concession) with Miami-Dade County
- Review of beach furnishings operations & maintenance.
- Research and update for revisions to buoy ordinance.

Tourist Bureau/Downtown Vision Advisory Board/Tourist Board:

- Continued follow-up re: post Tourist Board requests.
- Follow-up policy for Ethics Policy and Procedures.
- 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 research on Impact Fees implementation.
- Research and update for social media and Sunshine Law issues.
- Reviewed and researched Endlessly Organic Agreement.
- Continued follow-up with FDOT sidewalk lease agreement.

Public Works:

- Review Town maintenance agreement for services.
- Assisted with Vendor Agreement Provision Language.

Police Department:

- Continued follow-up and research applicability of Florida Statute and Red Light Camera process.
- Review and analysis of recent Attorney General Opinion regarding Special Master serving only one municipality.
- On-going follow-up research and review of commercial vehicle parking issues.
- Finalize and follow-up with Police Department regarding Court Order which awarded a 2012 Honda and \$18,151 from a narcotics forfeiture investigation.

Florida Municipal Insurance Trust (“FMIT”) investigates claims and provides legal representation for the Town on the following matters:

1. Surfside Police Incident Report dated September 1, 2013 states that Pamela O’Hagan was walking on the north most sidewalk in the 200 block of 93rd Street when she tripped on a raised portion of the sidewalk and fell to the ground. The Report indicates that Mrs. O’Hagan sustained a contusion on her right elbow and abrasions to her chin and both knees. FMIT is investigating this matter.

2. Surfside Police Incident Report dated August 28, 2013 states that Robin Cook fell in the rear of CVS (9578 Harding Avenue). Ms. Cook claims she tripped on an uneven section of the sidewalk behind the store and hurt her right knee and right hand. FMIT is investigating this matter.

Litigation:

Legal representation is provided by the ("FMIT") in the following matter:

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"). On May 30, 2012, Pieter Bakker filed a complaint against the Town. The complaint alleges counts against the Town which 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. On September 30, 2013, Judge Bloom ordered this matter to be transferred to the Appellate Division. The Court ruled that Plaintiff Bakker wants to appeal an administrative zoning decision made by the Town and Bakker should have filed a petition for writ of certiorari to the Appellate Division of the Circuit Civil Court and not a Complaint in the Circuit Civil Division. The Town awaits further instructions from the Court.

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.
October, 2013

1. **Planning and Community Development** – 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, March 28, 2013 and July 18, 2013. Once all of the outstanding comments are addressed, a Development Impact Committee meeting will be scheduled, which is anticipated on October 17, 2013. The Planning department has prepared graphics and text relating to the length of buildings which were discussed at the August Planning and Zoning Board meeting. The board provided feedback and the item was placed back on the October 2, 2013 Planning and Zoning Board meeting. If directed, staff will prepare an ordinance to be heard at an upcoming Town Commission meeting. Planning Department Staff reviewed and analyzed the zoning code feedback forms and other communication received to prepare all items for the joint meeting. Staff prepared 15 staff reports responding to the information received. Planning Staff has also prepared a spreadsheet for each development project to continually track the conditions of approval. This spreadsheet identifies the department responsible for the item and confirmation of completion. 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 442 days. The last downtime was for routine maintenance and occurred on July 11, 2012. IT has received all the equipment for the chamber room broadcasting equipment including the tabletop wireless microphones and installation will be completed on September 27, 2013. IT has provided 3 quotes for surveillance cameras for the Police Department to place around the town and is awaiting approval. Triad Security installed two new video cameras at the Community Center, per the Chief's request. The software demo for vehicle license plate reading has been installed for the Police Department. The replacement check printer for Sungard has been put on hold by the Finance Department. IT has installed a memory upgrade for the firewall to support more VPN sessions for the Police Department. The Town's file server crashed on September 17, 2013 and the data was restored to an alternate server to restore staff access to files. The file server was no longer under warranty and a replacement server and licenses have been received to replace it. IT has been instructed to move forward on the Channel 77 upgrades and live video streaming and will be meeting with the Town Manager and staff to discuss the next steps. The IT staff continues to receive approximately 300 support requests monthly via phone and email.

3. **Public Utilities / Engineering** – Water/Sewer/Storm Drainage Project and Collins Avenue Force Main Project Current Status: The following report on the Water/Sewer/Storm Drainage Project is a compilation of CGA and Staff input:

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 now complete. The Contractor has completed all punch list items within private property and is now finalizing the pump station and roadway punch list. Sanitary pump stations are substantially complete and off of the bypass pumps. The drainage pump stations have passed all electrical inspections and FPL has provided power. The Contractor has substantially completed all work on the drainage pump stations and passed structural and electrical inspection, they are now all up and running automatically. The close-out of all pump stations will include completing punch list items, full training of Town staff on operation and maintenance (O&M) and the contractor will provide O&M manuals. A project close out meeting was held on July 8, 2013.

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

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 \$23.635M. 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	\$873,500
FDEP Grant	\$125,000	\$125,000
FDEP Grant	\$100,000	\$100,000
FDEP State Revolving Fund Loan*	\$9,312,881	\$7,339,928 ***
BBC Bond	\$859,000	\$787,335
TOTAL	\$11,270,381	\$9,225,763

*****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 held public meetings on June 25, 2013 with an attendance of 10 residents. CGA will work with the Town Manager to schedule the second public meeting.
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 SFWMD and RER final permits have been received. FIND has received all permits and the Town should expect to receive final authorization of funding in October 2013.
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. CGA presented the project to FIND on June 21, 2013. FIND has published the rankings and the presentation was awarded 41.09 points (required 35 to obtain funding). The environmental survey for benthic resources was performed in May & August 2013, the plans have been finalized to reflect the findings. Simultaneously, while we are applying for the FIND funding we have obtained the FDEP permit and expect the USACE permit to come the week of September 16, 2013. The SFWMD and RER final permits have been received. FIND has received all permits and the Town should expect to receive final authorization of funding in October 2013.



TOWN OF SURFSIDE
Tourist Board Meeting
 Monday, June 3, 2013 – 5:30 p.m.
 Town Hall Commission Chambers
 9293 Harding Avenue, 2nd Floor
 Surfside, FL 33154

MINUTES

Tourist Board Members

Eli Tourgeman (Chair)
 Barbara Cohen (Vice Chair)
 Barbara McLaughlin (Entered meeting at 5:36pm)
 Ricardo Mualin
 Randi MacBride

Town of Surfside

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

I. Call to Order and Roll Call

The meeting was called to order at 5:35pm by Eli Tourgeman. A quorum was established.

Also in Attendance: TEDACS Director, Duncan Tavares, Terrell Fritz, Carolyn Feimster – CJF Marketing International, Interim Town Attorney, Linda Miller, Interim Assistant Town Attorney Sarah Johnston, Resident, June Neville, Linnea Edorsson, Miami NewTimes, Town Commission Liaison, Joseph Graubart, Town Manager, Michael Crotty, and Recording Clerk Frantza Duval and Jenorgen Guillen

II. Approval of Minutes: May 6, 2013

Duncan presented Item V. on the May 6 minutes a motion was made for the Enterprise-like fund, but no vote was made to move the action forward.

Michael Crotty presented information on the Enterprise-like fund and advised that there is a Special Revenue fund (legally restricted fund) which was adopted into an Ordinance for the Tourist Board. The 34% is legally restricted and protected for the Tourist Board. The Board is concerned on how the 66% of the General Fund is spent at the community center. Michael Crotty will report back with Donald Nelson, Finance Director on budget proposal for expenses.

Eli made a motion to approve the minutes as amended, Barbara Cohen seconded the motion. Minutes approved as amended. The motion passed unanimously.

III. Accounts Receivable & Accounts Payable

Duncan advised that there is no compliance with the Resort Tax repeat offenders.

Jenorgen Guillen advised that monthly letters are being sent to the merchant. Eli wants to know what needs to be done or what direction should we visit to get compliance. Duncan advised that we had strong compliance in the past and we should revisit this approach again.

Joseph Graubart advised that artist for the turtles have been paid out the Tourist Board account.

IV. Randi MacBride Bio for Tourism Website

There is no bio available as of yet, but she will work on it.

V. Tourism Five Year Consultant Update (15 Minutes)~ Carolyn Feimster& Terrell Fritz

Terrell advised that we are looking to acquire approximately 616 new hotel rooms. Annual budget is currently \$200,000 but will increase to \$500, 000 with the addition of the new hotels.

Terrell advised that we should be looking at branding strategies and getting the message out there.

Terrell suggested that we utilize the Community Center to help expand the brand. We should use the Center as a way to promote and could use it as a welcome center and beach venue for future events.

Terrell suggested that we allow at least 1-2 people join the Board and advised that Harold Bindus (Director of Sales) of Grand Beach would be interested in joining or participating on the Board.

Carolyn advised that she sent out email blast and received an open rate of 26%. There is a tour operator in New York who mentioned us for a Pre-cruise group of 30 people from Italy looking to stay in Surfside and proposal was sent to Harold of Grand Beach.

Locita will be held in Miami and advised that she mentioned Surfside as a location during the event.

Eli asked about our investments from Carolyn's trip to Brazil. Carolyn advised that we have a database and can continue to send out email blast and advised that we should continue with that and other opportunities and should see it as long-term investment.

Terrell advised that property owners are on board, but business owners are the real concern.

Ricardo advised that we should consider advertising Surfside as a family-oriented location. Carolyn advised that the hotels will determine that with their advertising and who they are advertising to.

VI. Holiday Lights

Eli wants more drama for the lights. Duncan will provide copies of prior Town lights that provided more pizzazz.

VII. FY 13/14 Budget / Promotional Activities

Duncan advised that we should start looking into new ideas for events.

Eli proposed that we do the same thing that was done last year. He suggested that the next meeting be dedicated to new ideas, events, and proposals. It is a “wish list” of things the Board would like to see.

Duncan approached about a Food and Wine Festival when Grand Beach opens. He will bring information during next month’s meeting.

VIII. Moving September’s Meeting to Wednesday September 4

The meeting has been approved for Wednesday, September 4, 2013 with no opposition.

IX. Updates:

a. Ethics (Conflict of Interest) / Policies & Procedures Workshop ~

Duncan made a reminder of the workshop on Monday June 10, 2013 at 6:00pm in the Commission Chambers. Packets were made available for next Monday’s meeting with Robert Meyer.

b. Resort Tax Comparison to Miami Beach

Duncan advised that a request within the Finance Department that has been made.

c. Resort Tax Penalty Language

Sarah advised that they are waiting for Robert Meyer in order to complete the language all at once.

d. Resort Tax Audit II

Duncan advised that there are compliance issues. Eli suggested we need to look at other options because softer approach is not working.

e. Apps & Wayfarers

We are looking at the needs of the Town and holding it off until we have a comprehensive plan.

f. Signature Events

***deferred**

*Turtle at Ragazzi has been damaged again. Barbara Cohen suggested that we do cameras or placing a reward in the Gazette. Duncan suggested that we move it to the Community Center. Eli recommends that we replace the injured turtle with one at the Community Center that hasn’t been damage and see if that would work. Everyone agreed that the turtle be fixed and placed at the Community Center if it was repaired before the Board could review the cost/operation of a webcam. The Turtle could possibly return to its original position if the Board decided at that time.

Barbara McLaughlin advised that we should have a program that advertises the turtles. Barbara McLaughlin wants to make a motion to adopt a turtle through National Turtle Conversancy. There was no one to second the motion, so the motion failed. Barbara McLaughlin will come back to the next meeting with the pricing on the adoption of a turtle through the National Turtle Conversancy.

Barbara Cohen made a motion to direct the Town Manager to explore the possibility and coordinate with the Police Department and the Town Attorney at placing a camera at Ragazzi and to come back with the pricing. Randi MacBride seconded the motion. The motion passed unanimously.

X. Next Meeting: *Monday July 1, 2013*

XI. Adjournment

Randi MacBride moved to adjourn the meeting, Eli Tourgeman seconded the motion. The motion passed unanimously. The meeting was adjourned at the 6:35pm.

There being no further business to come before the Committee, the meeting adjourned at
__6:35__ p.m.

Accepted this 10 day of September, 2013

RANDI MACBRIDE

Member (Print)

Randi MacBride

Signature

Attest:

Frantza Duval

Frantza Duval
Recording Clerk



**TOWN OF SURFSIDE
PENSION BOARD MEETING**

Tuesday, June 4, 2013 – 2:00 p.m.

9293 Harding Avenue - Town Hall - Chambers

MINUTES

Pension Board Members

Michael K. Feldman, Chair
Stan Bershad
Michael P. Crotty
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
Adam Levingston, 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 2:05pm.
Pension Board members and consultants noted above were present. Accountant Kristine Jones with A.M. Jones was also present. A quorum was established.

II. Approval of Minutes

a. Regular Pension Board Meeting – *February 28, 2013*

MOTION

The Town of Surfside Pension Board recommended the approval of the February 28th, 2013 minutes of the Regular Pension Board meeting with the approval of the SunTrust invoice. Yami Slate-McCloud moved; Stan Bershad seconded. The motion passed unanimously.

II. Agenda Additions and Deletions

*None

IV. Reports and Updates

a. Burgess Chambers & Associates

Reports: Investment Performance Period Ending March 31, 2013
Rebalancing Letter (Chairman Signature Required)

Burgess Chambers discussed the letter authorizing the rebalancing of investments. Michael Feldman requested changes to the letter along with his signature. Burgess Chambers requested an update of the amended Rebalancing letter making changes to the percentage of dollars to be rebalanced based on current information.

MOTION

The Town of Surfside Pension Board recommended approval of the Rebalancing Letter as amended. Stan Bershad moved; Yami Slate-McCloud seconded. The motion passed unanimously.

Burgess discussed the investment performance of the Town on his Quarterly Investment report on page 3 on the improvement of large cap core. Michael Feldman asked if any improvement was made on the Investment Performance Period ending March 31, 2013. Burgess Chambers stated the results are shown on page 12. Michael Feldman requested for a generic yes or no be shown on the annual improvement. Burgess Chambers stated there is no systematic way of doing what has been requested. Michael Crotty stated page 5 of the Investment Performance report needs to show improvements. Michael Feldman requested more explanation on the Investment Performance report rather than just "yes" and "no."

Yami Slate-McCloud asked how the Board is made aware of the changes from yes to no. Burgess Chambers stated it is shown on page 9. Michael Crotty asked where does it show what percentile did the Retirement Plan land on if it didn't land on the 40th percentile. Burgess Chambers stated the information is found on page 11.

b. Klausner & Kaufman
State Budget Crisis Task Force

Adam Levingston informed the Board of the Senate Bill-534 adopted by the Florida Legislation which was signed by the Governor on Friday. The memo summarizes the legislation in which the Board will have to start to comply with the new disclosure requirements commencing the plan year ending on or after June 30, 2014. Don Nelson asked if there was no legislative action based on the Naples Letter. Adam Levingston stated that is correct.

d. ICC Capital Management
Reports: Investment Review for quarter ending: March 31, 2013

Grant McMurry gave a brief description of his company to Michael Crotty. Grant McMurry discussed the Investment Review report for the quarter ending March 31, 2013. He stated that September, 2011 and June, 2012 were the worst quarters.

e. A.M. Jones, C.P.A., P.A.

Alyce Jones gave a brief description of her firm and her services to the Board since 1982. She discussed her work history on the Comprehensive Annual Financial Report (CAFR report). She informed the Board of issues with a refund of contributions for former Town employee Giranny Fernandez. She asked the Board for direction with the John Davis' retiring money currently in the Surfside Police Trust Fund. She asked if it should be refunded to John Davis. Donald Nelson stated the Police pension Board should answer that question.

V. Administrator

a. Refund of Contributions approval for:

- Julio Emilio \$1,519.38
MOTION
The Town of Surfside Pension Board recommended approval of Refund of Contributions for Julio Emilio. Sgt. Julio E. Torres moved; Yami Slate-McCloud seconded the motion. The motion passed unanimously.
- Devon Anderson \$1,107.69
MOTION
The Town of Surfside Pension Board recommended approval of Refund of Contributions for Devon Anderson. Sgt. Julio E. Torres moved; Yami Slate-McCloud seconded the motion. The motion passed unanimously.
- Edward Rojas \$1,868.53
MOTION
The Town of Surfside Pension Board recommended approval of Refund of Contributions for Edward Rojas. Sgt. Julio E. Torres moved; Yami Slate-McCloud seconded the motion. The motion passed unanimously.
- Giranny Fernandez \$28,635.51*
MOTION
The Town of Surfside Pension Board recommended approval of Refund of Contributions for Giranny Fernandez subject to the reconciliation of the interest numbers. Sgt. Julio E. Torres moved; Yami Slate-McCloud seconded the motion. The motion passed unanimously.

- b. Death of Retiree/Beneficiary Date of Death
- Suzanne McGlynn (R) 3/03/2013
Frank McGlynn (B) 4/29/2013
No action needed.
 - Jack Cole (R) 4/30/2013
No beneficiary due to Life Annuity
No action needed.
 - Warren Corbin (R) 4/03/2013
Beneficiary – Lavern Corbin \$1,041.14/mo
50% survivor

No action needed.

c. Disability Retirement Benefits Payments & Social Security Eligibility

Mayte Gamiotea asked the Board what procedures she needs to follow when handling a former employee with a disability. Michael Feldman stated that Mayte Gamiotea write a memo and address it to Klausner & Kaufman to obtain an answer on the subject. Adam Levingston suggested addressing the subject at the next Board meeting and having information on what kind of service did the employee provide to the Town.

VI. Approval of Invoices

- a. A.M. Jones, C.P.A., P.A. \$8,328.20

MOTION

The Town of Surfside Pension Board recommended the approval of A.M. Jones, C.P.A., P.A. invoice. Michael Crotty moved; Stan Bershad seconded the motion. The motion passed unanimously.

- b. Burgess Chambers & Associates, Inc. (December, 2012)

- Invoice #13-47 \$2,000.00
- Invoice #13-71 \$5,000.00
- \$7,000.00

MOTION

The Town of Surfside Pension Board recommended the approval of Burgess Chambers & Associates, Inc. invoice. Yami Slate-McCloud moved; Stan Bershad seconded the motion. The motion passed unanimously.

- c. ICC Capital Management(April, 2013) \$8,508.22

MOTION

The Town of Surfside Pension Board recommended the approval of ICC Capital Management invoice. Michael Crotty moved; Yami Slate-McCloud seconded the motion. The motion passed unanimously.

- d. Klausner & Kaufman

- Invoice #14586 (February, 2013) \$1,384.25
- Invoice #14665 (March, 2013) \$342.00
- \$1,726.25

MOTION

The Town of Surfside Pension Board recommended the approval of Klausner & Kaufman invoices. Stan Bershad moved; Sgt. Julio E. Torres seconded the motion. The motion passed unanimously.

- e. SunTrust Bank (Custodial) (April, 2013) \$4,224.86

MOTION

The Town of Surfside Pension Board recommended the approval of SunTrust Bank Custodial April, 2013 invoice. Stan Bershad moved; Yami Slate-McCloud seconded the motion. The motion passed unanimously.

- f. Yamileth Slate-McCloud (March, 2013) \$34.19
MOTION
The Town of Surfside Pension Board recommended the approval of Yamileth Slate-McCloud (March, 2013) invoice. Stan Bershad moved; Sgt. Julio E. Torres seconded the motion. The motion passed unanimously.
- g. Mayte Gamiotea (May, 2013) \$2,610.00
MOTION
The Town of Surfside Pension Board recommended the approval of Mayte Gamiotea (May, 2013) invoice. Yami Slate-McCloud moved; Stan Bershad seconded the motion. The motion passed unanimously.
- h. Jenorgen "Jen" Guillen(June, 2013) \$180.00
MOTION
The Town of Surfside Pension Board recommended the approval of Jenorgen "Jen" Guillen (June, 2013) invoice. Yami Slate-McCloud moved; Stan Bershad seconded the motion. The motion passed unanimously.

VII. New Business

- a. Discussion on Deferred Retirement Option Plan (DROP) for the Town Employees
Yami Slate-McCloud stated that Town employee Hector Rodriguez brought to her attention a letter requesting all general employees be part of the DROP plan. Michael Feldman asked what the DROP plan will cost the Retirement Plan. Donald Nelson stated that the cost is neutral and there will be no cost to the Retirement Plan. He also stated the benefits of the DROP plan.
- MOTION
The Town of Surfside Pension Board recommended adopting a motion to recommend to the Town Commission to amend the retirement ordinance to add general employees to the DROP Plan. Yami Slate-McCloud moved; Sgt. Julio E. Torres seconded the motion. The motion passed unanimously.
- b. Appointment of Board Secretary
MOTION
The Town of Surfside Pension Board recommended the appointment of the Town Manager Michael Crotty as secretary of the Board. Stan Bershad moved; Yami Slate-McCloud seconded the motion. The motion passed unanimously.

VIII. Trustees' Comments/Concerns

None

IX. Meeting Dates

August 27, 2013 (Tuesday 2:00pm)

X. Adjournment

MOTION


The Town of Surfside Pension Board called for adjournment of the meeting. Stan Bershad moved; Sgt. Julio E. Torres seconded the motion. The motion passed unanimously. The meeting adjourned at 4:44 p.m.

There being no further business to come before the Committee, the meeting adjourned at 4:44 p.m.

Accepted this 12 day of September, 2013


Chairman

Attest:


Jenorgen Guillen
Recording Clerk



**TOWN OF SURFSIDE
DVAC**

Monday June 24, 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 by Town Manager, Michael Crotty at 7:05pm

Also in attendance: Interim Town Attorney, Linda Miller, Interim Assistant Town Attorney, Sarah Johnston, Duncan Tavares, TEDACS Director, Eli Tourgeman, Louis Cohen, Barbara Cohen, June Neville, Terrell Fritz (Redevelopment Management Associates), Joseph Kroll, Public Works Director, Ross Prieto, Building Director, Joe Damien, Code Compliance Director, Meredith Beattie, Becky Manuel, Ken Arnold, Elinor Joseph, Parking Operations Manager, Barbara McLaughlin, Robert Andai, Commissioner Michelle Kligman (7:37pm), Michael Karukin, Vice Mayor.

II. Introduction by Town Manager Michael Crotty

Not Applicable

III. Approval Meeting Minutes: May 29 and June 6, 2013

Eli Tourgeman made a motion to approve the minutes, Louis Cohen seconded the motion. The minutes were approved.

IV. Downtown Streetscape Update

Duncan Tavares advised that at the June 11, 2013 Commission meeting the Commission unanimously approved the plans as presented with the Medjool Palms. The Town is currently in the planning and permitting phase. The Town meets regularly with on the implementation of the streetscape. Joseph S. Kroll, the Public Works Director, will be the General Contractor on the project. The Town is looking to have this completed by the end of 2013..

V. Harding Ave Paseo Update

The Town Commission voted not to proceed with this option due to the cost. This is similar to DVAC's recommendation. The Town will continue to look for other opportunities to create paseos.

Ken Arnold asked if the Town was looking at opportunities of having a Paseo South of 95th Street on the East side. Duncan Tavares advised that if it is available the Town may possibly be interested and will pursue it.

Eli Tourgeman advised that we should be looking at how feasible it is to have the establishments on the East side of Harding to create passageways through their stores. With the upcoming new hotels, customers can pass from the alley into the stores to get through to Harding. The Town should enhance the alley ways and speak to the owners regarding rear entrance to their stores.

VI. Sign Code Amendments Update

Duncan Tavares advised the Committee that the Town Commission voted not to proceed with this budgeted item.

VII. BID Process Update ~ Terrell Fritz

Terrell Fritz is conducting meetings on Wednesday for business owners and downtown property owners regarding the BID. On July 17, 2013 there will be a public meeting where he will make a formal recommendation on how the BID could move forward. The July 17th meeting may include the Town Commission.

Becky Manuel wanted to know how a BID gets started and what the next step would be. Terrell Fritz advised that he would make several recommendations through the approval process. Once there is a consensus to move forward, it will go to the Town Commission, then a formal vote of the property owners, and then it comes back for a final approval.

VIII. Introduction of new Town Building Official Rosendo Prieto

Rosendo "Ross" Prieto is happy to be with the Town. He is available for assistance if needed.

IX. Code Compliance II ~ Director Joe Damien

Joe Damien advised that a workshop was previously held and he was looking for direction from the Town with respect to the Downtown area. What should be addressed as far as violations are concerned?

He advised that there is a lot of work to do in order to get full compliance. The Town needs to look at the current sign code. His biggest concern with enforcing downtown is enforcing now and the code changing later.

He recommended reviewing the current ordinances before taking a definitive approach to full enforcement.

He also recommends assessing each storefront and advising the store owners of the violations. He would like a list of the top three violations that are priorities so that the owners can address the violations one at a time.

Eli Tourgeman agrees with the approach. There are blatant violations that cannot go ignored. Eli Tourgeman feels that the Town enforces those violations that are blatant to the eye.

Lou Cohen agrees with taking at least one violation at a time for all business owners as opposed to enforcing them all at once.

Robert Andai recommends that, when the Town gives a permit to a new tenant, a form should be provided to sign off that they understand the terms and agreements as far as code compliance is concerned.

Commissioner Michelle Kligman advised that there is not enough education regarding the Town Code.

Lou Cohen advised that DVAC should give Joe Damien a clear direction tonight on what they would like to see enforced.

Eli Tourgeman made a motion to give Joe Damien direction through the Town Manager to address three issues (exterior maintenance, awnings, and window signs) as well as any blatant violations, Ken Arnold seconded the motion. The motion passed unanimously.

X. Abbott & 94th Street Lots Landscaping Presentation ~ Joseph Kroll

Michael Crotty presented pictures of the Town's various proposed landscaping initiatives for the parking lots. The Town is looking to re-do both the Abbott and the 94th Street Lots. The cost to redo the 94th Street lot is \$34, 246.70 and the cost to do the Abbott Lot is \$57,226.95 and both are revised reduced costs.

Eli Tourgeman made a motion to move forward with landscaping on the two lots, Ken Arnold seconded the motion. The motion passed unanimously.

XI. Parking Structure Study Community Outreach Discussion

Michael Crotty asked for suggestions or ideas for outreach on the parking feasibility study.

Ken Arnold suggested a workshop (after summer).

Eli Tourgeman suggested a flyer between now and September at Town Hall.

Vice Mayor Michael Karukin advised that there is dead air on Channel 77 and would like to use it to inform on such information and meetings.

XII. Action Item ~ TBD

Not Applicable

XIII. Public Comment

Ken Arnold wanted the Committee to keep in mind the upcoming March elections.

Lou Cohen wanted to give kudos to the Town Manager for leading the Town in the right direction.

Robert Andai wanted to know what could be done about the vertical blinds in the Doctor's office. They are interested in the Town paying for lighting / better window treatments.

Eli Tourgeman would like to revisit the subject of a moratorium on service oriented businesses on the first floor of Harding Avenue.

XIV. Next meeting Monday October 28, 2013

XV. Adjournment

The meeting was adjourned at 8:48pm by Michael Crotty, the Town Manager.

There being no further business to come before the Committee, the meeting adjourned at
__8:48__ p.m.

Accepted this 10 day of Sept, 2013

NANCY RACHMAN

Member (Print)

Nancy Rachman

Signature

Attest:

Frantza Duval

Frantza Duval
Recording Clerk



TOWN OF SURFSIDE
Tourist Board Meeting
Monday, August 5, 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)
Randi MacBride (5:44pm)
Barbara McLaughlin
Ricardo Mualin

Town of Surfside

Joe Graubart, Commission Liaison (5:45pm)
Duncan Tavares, TEDACS Director
Frantza Duval, Recording Secretary

***** Out of respect for the Board, Town Staff and the Public please turn off your electronic devices*****

I. Call to Order and Roll Call

The meeting was called to order by Barbara Cohen at 5:35pm. A quorum was established.

Also in Attendance: Irina Mocanu, Intern, Linda Jain, Web and Special Projects Coordinator, Terrell Fritz - RMA, Carolyn Feimster – CJF Marketing International, Sarah Johnston, Assistant Town Attorney, Joel Simmonds, Grand Beach, Michael Crotty, Town Manager.

Eli Tourgeman, Chair, and Linda Miller, Town Attorney are absent with regrets.

II. Approval of Minutes: July 1, 2013 Meeting & July 11, 2013 Workshop

Ricardo Mualin made a motion to approve the minutes as amended, Barbara McLaughlin seconded the motion. The motion passed unanimously.

III. Accounts Receivable & Accounts Payable

Duncan Tavares advised that there is movement on resort tax collection. Donald Nelson, Finance Director for the Town, is committed to following up and taking the restaurants through to a Special Master Hearing if necessary. Duncan Tavares advised that more clarification and/or update will be provided at the next meeting.

Duncan Tavares advised that there was an accounting error in Accounts Payable. The Tourism Consultant Funding was extracted from the Promotional Account and it needs to be transferred to the Consultants Account. The correction will be made.

- IV. **Randi MacBride Bio for Tourism Website ~ Outstanding Item**
No bio has been provided to date.

- V. **Tourism Five Year Plan Final Review & Action Plan (30 minutes) ~ Carolyn Feimster & Terrell Fritz**

Terrell Fritz is seeking the approval of the plan and recommends the adoption of the budget.

Barbara McLaughlin inquired about the changing of the Mission Statement. She thinks that it needs to be changed. Terrell Fritz will make changes..

Terrell Fritz advised that the Board should maximize pre-arrival opportunities. He recommends that for the first fiscal year the Board should participate in four (4) key international tradeshows in partnership with the Greater Miami Convention Visitors Bureau. Currently there is insufficient funding in the budget to register for these shows and to send a representative. Therefore he proposed that the Board only pay for the registration of the shows and the Grand Beach would send their sales staff to represent themselves along with the Town – thus covering all the travel expenses and human resources necessary as a partnership.

Partnerships with other hotels should be considered within the next fiscal year.

Terrell Fritz recommended that in the fiscal year 2014/2015 the Board participate in the Cruise360 tradeshow.

He also suggested that the Board work with a contracted team made up of a graphic designer and with someone in the marketing profession. He stated that the cost would be approximately \$2,000 a month starting in October.

Terrell Fritz advised that he budgeted \$25,000 for Downtown and grants, \$15,000 for the B.I.D, \$5, 000 for the auto show, and \$5,000 for other events.

He suggested doing elaborate street banners because the Town has tall poles and wide streets and it would have a great impact.

The Surf Club is not included in the revenue projections because the number of rooms is not known but could be added later.

The Tourist Bureau budget is based on projected revenue. The plan is based on the 5 year projection.

Ricardo Mualin is concerned that the Board will run out of money. He inquired if the income projected was projected conservatively and Terrell Fritz advised that it was projected conservatively and he even verified with Harald Bindus at Grand Beach who agreed that it was conservative.

Duncan Tavares advised that he has been keeping track of the budget and it's spending and will continue to do so.

Barbara McLaughlin wanted to see the income generated by Community Center from daily rentals.

Duncan Tavares knows that a projection was made prior to the Community Center being built, but wasn't sure if a projection was submitted for the second floor of the Community Center.

Barbara McLaughlin advised that if the second floor is constructed and is used as a meeting center or convention center it should be under the direction of the Tourist Board.

Barbara Cohen would like to see more communication between Parks and Recreation and the Tourist Board regarding the Turtles and related programming. There is an event regarding Turtles on August 24, 2013 planned by Parks and Recreation and Tourist Board had no knowledge of it.

Ricardo Mualin inquired about a memorandum or an agreement with the hotels to do their part.

He wanted to know the effects of delaying the approval of the plan and Duncan Tavares advised that delaying the approval means additional cost to the Board.

MOTION

Ricardo Mualin made a motion to approve the plan as written without the adoption of the budget, Barbara McLaughlin seconded the motion. The motion passed unanimously.

Terrell Fritz looked to the Board to adopt the budget and suggested that it will serve the Town really well.

The expenses include \$12,000 for the graphic designer, \$24,000 for marketing resource, and \$27,000 for Tourism sales consultant (eventually). He recommended that the Board approve it even though the money spent for each may change.

He advised that he has added more for the website, so the \$10,000 includes redesigning and hosting.

The cost for tradeshow has increased based on the recommendations made at the workshop.

The total pre and post arrival initiative is \$90,000.

Terrell Fritz recommended that the Board invest in what was agreed upon at the workshop. The expenses would include \$30,000 for the Third Thursdays, \$25,000 for the Downtown Grant and Auto Show, \$12,500 for events geared around the Turtles, \$10,000 for the Street Banner program, and \$5,000 for contingency. What's not included is the reduction of total public programming and special events. He included his recommendations for the further reduction of the fund balance to \$35,000.

He advised that the cost for pre-arrival initiatives has increased and the events were reduced based on the workshop.

MOTION

Randi MacBride made a motion to adopt the budget as presented, Barbara McLaughlin seconded the motion. The motion passed unanimously.

*Terrell Fritz is moving with the door to door campaign for the BID. He will have a report for the Board in the upcoming weeks.

VI. Turtle Locations / Initial Discussions on the program going forward ~ deferred.

VII. Moving September's Meeting from Wednesday September 4 (Rosh Hashanah) to Tuesday September 10, 2013 ~ agreed.

VIII. Updates:

- a. **Ethics (Conflict of Interest) / Policies & Procedures ~ Workshop Tuesday August 20, 2013**
Duncan Tavares needs to know if everyone is able to attend the meeting. He wants to make it a meeting as opposed to a workshop so that the Board can make decisions.
- b. **Holiday Lights ~ review at September meeting.**
- c. **Resort Tax Compliance / Audit II / Special Fund Designation* ~ under Finance Department Review.**
- d. ***Resort Tax Comparison to Miami Beach ~ Requested under Finance Department.**
- e. **Resort Tax Penalty Language ~ Town Attorney review as part of overall ordinance review (date tbd).**
- f. **Apps & Wayfarers ~ Part of Town review of Software needs for FY 13/14 Budget.**

IX. Next Meeting: Regular Monthly Meeting ~ September ?, 2013
September 10, 2013

X. Adjournment

Ricardo Mualin made a motion to adjourn the meeting, Barbara McLaughlin seconded the motion. The motion passed unanimously. The meeting ended at 6:43pm.

There being no further business to come before the Committee, the meeting adjourned at
__6:43__ p.m.

Accepted this 25th day of September, 2013

RANDI MACBRIDE

Member (Print)

Randi MacBride

Signature

Attest:

Frantza Duval

Frantza Duval
Recording Clerk



STRATEGIC TOURISM PLAN

PHASE ONE: AUDIT REPORT

MARCH 2013



TOWN OF SURFSIDE
TOURIST BOARD



305-864-0722

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1. Executive Summary

Nestled within the Greater Miami and the Beaches metropolis is a quaint oasis known as the Town of Surfside. With the world-famous Bal Harbour Shops bordering on the north and Miami Beach just to the south, somehow the Town of Surfside has escaped the limelight and, in fact, has very limited recognition outside of the immediate area of Miami-Dade County.

With a small community of approximately 5,000 residents and a two-block Downtown, in the past the town had just enough two- to three-star hotel product and subsequent resort tax revenue to give it some exposure to the travel and tourism world. In the past, there was representation by the Town of Surfside at some key travel trade shows, typically partnering with Best Western. This representation decreased at the time when much of the hotel product was converted to residential condominium.

While the initial purpose of this audit was to explore and analyze what had been done in the past to attract the visitor market to Surfside, in conducting this audit, it was found that not much is recorded from those days. Years ago, signature events such as “Jazz on the Beach” and “Shakespeare on the Beach” were held, but in recent years bed taxes have been primarily spent on special events for residents and visitors from local/regional markets.

Therefore, we will move forward and analyze the opportunities for the Town of Surfside, with new hotel product coming online. As a result of the new product, the Tourism Board retained CJFMI and RMA to research and write a five-year strategic tourism plan to recommend the most efficient and effective way to allocate the additional resort tax revenue that the town will realize starting in Fiscal Year 2013/14.

The travel industry has changed significantly over the last decade and will most likely continue to change and transform. It is important to keep up with the research, statistics and trends, and have a plan that is not only strategic, but also flexible.

This report begins with a review of budgets and Tourist Board organization. Then, we provide a global perspective, demonstrating the growth in travel and tourism worldwide and drill down to explore travel and tourism’s impact on the U.S., Florida and Greater Miami, culminating with how the Town of Surfside will once again be able to capitalize on the visitor market.

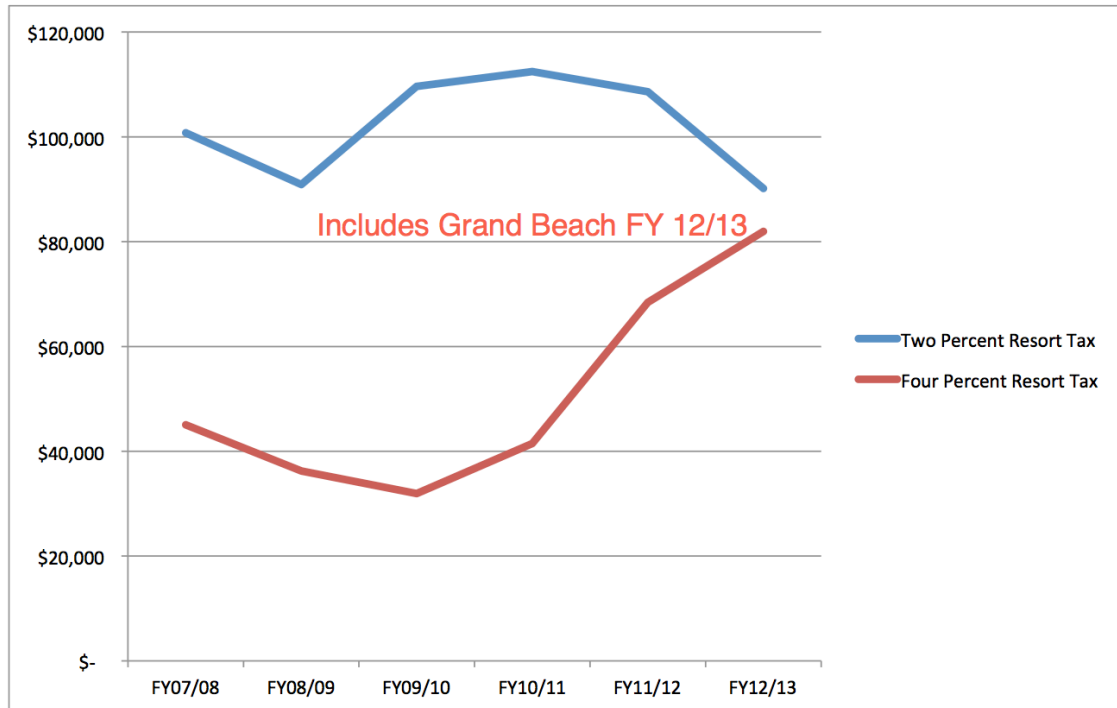
With the audit complete, we will begin work on the Strategic Tourism Plan, which will analyze the data presented in the audit and provide recommendations that will define how the Town of Surfside should move forward to brand itself. Specific strategies and tactics that tie back into the increased budget will become the roadmap for both pre-arrival and post-arrival visitor programs targeted to the travel trade and consumer over the next five years beginning in Fiscal Year 2013/14.

Strategic Tourism Plan – Phase One: Audit Report

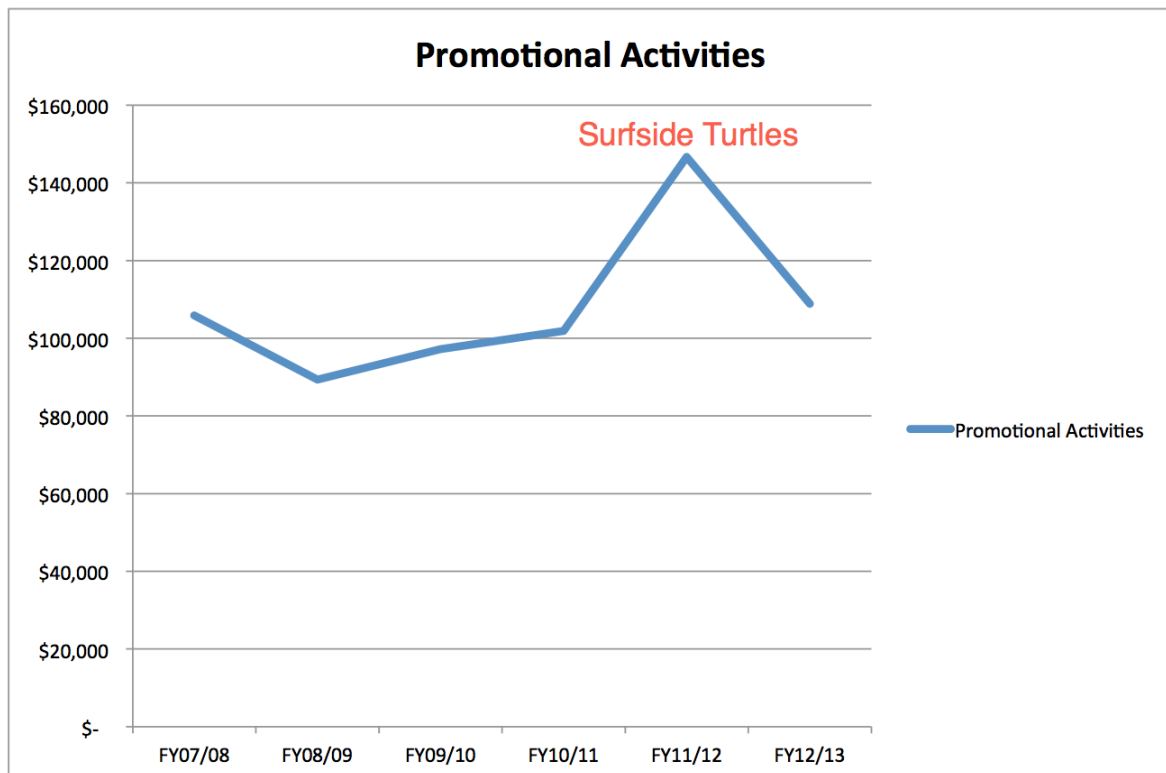
3110	Professional Services	\$37,493	\$11,700		\$2,588	\$17,592	\$13,600
3410	Other Contractual Services						\$25,000
4110	Telecommunications	\$2,174	\$856	\$844	\$1,078	\$245	\$780
4111	Postage	\$72	\$168	\$276	\$363	\$1,505	\$1,000
4403	Equipment/Vehicle Leasing		\$3,293	\$3,329	\$2,290	\$3,970	\$2,495
4601	Maintenance Serv/Repair Contracts	\$6,962	\$2,129		\$1,310		\$1,500
4611	Miscellaneous Maintenance						
4810	Promotional Activities	\$105,853	\$89,353	\$97,216	\$101,897	\$146,677	\$108,913
4911	Other Current Charges	\$16,790					\$25,000
5110	Office Supplies	\$3,231	\$2,001	\$2,244	\$3,863	\$5,586	\$3,000
5290	Miscellaneous Operating Supplies	\$305	\$70	\$60	\$48	\$411	
5410	Subscriptions & Memberships	\$250		\$594	\$895	\$395	\$1,500
5420	Conferences & Seminars				\$359		
	Total Operating Expenses	\$173,130	\$109,570	\$104,563	\$114,691	\$176,381	\$182,788
6210	Buildings				\$19,800		
	TOTAL EXPENSES	\$173,130	\$109,570	\$116,318	\$151,907	\$198,782	\$230,811
	NET	\$(14,676)	\$104,632	\$29,032	\$5,832	\$(13,589)	
	FUND BALANCE					\$173,018	\$173,018

During the planning process for the 5-Year Strategic Tourism Plan, we will project resort tax receipts for five years, including significant contributions from the Grand Beach Hotel, Surf Club and 92nd Street Hotel projects. It is not anticipated that the expansion of the Bal Harbour Shops will directly impact resort tax receipts, but the competitive impact will be further analyzed as a component of the Strategic Tourism Plan.

Resort Taxes



Budget for Promotional Activities



Tourism Advertising

Publication	Date	Cost	Notes
Welcome Channel Ad	Daily from February 2011-2012 in 27 hotels	\$6,000	Plus Visit FL promo for \$2,500
Jewish Journal	2010	\$500	Focus on kosher restaurants
Welcome Magazine/Bienvenidos	July – September 2012	\$6,300	\$3,000 from General Fund
Welcome Magazine/Bienvenidos	February – May and June -September 2013	\$16,800	
GMCVB Visitor's Guide	Annual	\$12,500	
Ad budget for the Spice Restaurant Promo – Miami New Times	2012	\$18,000	

Promotional Events

Event	Date	Cost	
Farmers Market	2008 – 2009	\$5,000	
Arts Festival	March 2008-2010	\$25-30,000	
Surfside Spice Restaurant Promotion	July – September 2010~2011	\$10-12,000	
Culinary Event	2011	\$25,000	
Food Trucks Event	December 27, 2012	\$5,000	
Tales of the Surfside Turtle – viewing	January 12-13, 2013	Free	
Tales of the Surfside Turtle Public Art Event	January 2013 – June 2014	\$68,201	Paid out of Resort Tax Funds Reserve
Third Thursday	2008 through present	~\$25,000/year	4 or 6 events per year

Collateral Material

Description	Date	Cost	Notes
Surfside Directory	2010-2012	\$2,000	Sold ad space to help alleviate the cost
Restaurant Brochure	2012	\$1,000	
Surfside Directory	2013	\$2,000	Will not have ads
Hotel ~ Restaurant Brochure	2013	\$3,000	

Other

Web Site		\$2,500	\$150/month maintenance
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3. Review Resort Tax Ordinance/Tourist Board Mission Statement

We have reviewed the Town of Surfside Charter and Resort Tax Ordinance and the Mission Statement of the Resort Tax (Tourist) Board. The Tourist Board is responsible for bringing visitors into Surfside to patronize hotels restaurants, businesses and recreational amenities.

The Board has asked the Town Attorney to review provisions of the ordinance regarding "Continued Delinquency" and is currently reviewing Board policies and procedures.

Other than these issues, we have no recommendations for change to the resort tax ordinance as a result of the Audit. We will review the ordinance again in light of final recommendations developed in the 5-Year Strategic Tourism Plan and include any recommendations for amendment to the ordinance.

4. Tourism Marketing Opportunities for the Town of Surfside

There are some “givens” with the travel and tourism industry that are important to understand and adhere to:

- An effective Travel and Tourism Sales and Marketing program is a long-term commitment. Do not expect overnight results.
- Tourism strategies and tactics fit under the umbrella of the overall economic development plan for a community. After all, “tourists want to go where the locals go.” In the case of the Town of Surfside, as with many smaller communities, the economic development and tourism initiatives rightfully fall under the same office and staff.
- Tourism Sales and Marketing are based on two key strategies: partnerships and leveraging.
- Tourism Marketing = ROR - Return on Relationship.
- The “P’s” of Tourism – Product, Packaging, Partnership and Promotion.

Product:

- For the Town of Surfside, the primary product is the hotels, both the existing hotels and the new ones coming on line.
- Second is the “what to do”, which is the beach.
- Third, statistics from the Department of Commerce show that shopping and dining are the number one and two activities of the traveler. The visitor is going to spend their money on shopping and dining somewhere, so the Town of Surfside needs to do all it can to make sure the Town received its share of those dollars being spent. This would result in a healthier Downtown Surfside and an increase in resort tax from restaurant food and beverage sales. To that end, the Commissioners approved the creation of a Business Improvement District (BID) Organization Plan to study what can be done in the Town of Surfside’s Downtown to create a consensus amongst commercial property and business owners regarding programs and improvements to the Downtown area.

Packaging: Dynamic Packaging, developing packages that far exceed just air and hotel, continues to drive the visitor market. Once we get into the tactical section, unique packages will be recommended.

Partnerships: No one destination or attraction can go after the visitor market in a vacuum; it takes support, leveraging and partnerships. Numerous potential partners will be explored locally with the Greater Miami and the Beaches Convention and Visitors Bureau (GMCVB) and Visit Florida, as well as nationally with BRAND USA, Shop America Tours, AAA, CAA, credit cards, etc.

Promotion: For a community like Surfside, promotions will always play an important role. However, their scope may change so that there will be more variety and include new signature events/festivals that can be tied into the packages.

It should also be noted that effective tourism initiatives are one of the most appealing set of tools for economic development of a community. It is a clean industry, it puts “heads in beds”, they pay taxes, they shop with very few returns and they eat out, a lot!

- The visitor market stays longer and spends more money in a destination than the local market.
- Typically visitors shop at home for price, but while traveling they shop for selection and quality while still seeking *value*.
- Visitors not only buy for themselves, they also buy for friends and family...all those left behind, including the dog sitter.
- International travelers spend 3-10 times more than the local shopper and the domestic traveler.

We have the opportunity to create a new brand that will resonate with today’s traveler, both those already coming to South Florida and travelers who will be experiencing the area for the first time!

What follows is an overview of the travel and tourism industry with statistics demonstrating the health of the industry from a global, national, state and local perspective.

The Global Tourism Perspective

World Tourism Organization UNWTO

The UNWTO World Tourism Organization is a specialized agency of the United Nations



As noted, this audit will first explore the outlook for global travel with information provided by the **World Tourism Organization (UNWTO)** in Madrid, Spain, which is the United Nations agency responsible for the promotion of responsible, sustainable and universally accessible tourism. By understanding what is happening on a global and national level for travel and tourism, it will aid us in determining the direction we need to take to reach out to and attract the visitor market, especially the over six million international visitors who arrive to South Florida. Also, that number is growing faster than domestic visitation.

UNWTO is the public sector entity that promotes tourism as a driver of economic growth, inclusive development and environmental sustainability and offers leadership and support to the sector in advancing knowledge and tourism policies worldwide. UNWTO generates market knowledge, promotes competitive and sustainable tourism policies and instruments, fosters tourism education and training, and works to make tourism an effective tool for development through technical assistance projects in over 100 countries around the world. (1)

For just the second time, UNWTO has conducted a very forward-looking outlook for the industry (the first one was in 2001) – originally going out 20 years to 2020 to see what the industry would look like, which they have recently updated to push out to 2030. They don't forecast at the country specific level, only at a world and world region level, but their work does give a good overview and helps make sense of what's going on in this very dynamic industry. They focus on two factors – changes in GDP in a country/region and trends in transportation costs. They assume very similar trends going forward as we've seen in the past for both developed and emerging countries. For the first time, however, they assume an increase in transportation costs. They now make the assumption that transportation costs will increase, both for land and for air – with air increases that would include higher fuel costs, higher labor costs, as well as increases in taxation of the industry.

According to a January 28, 2013, UNWTO press release, international tourist arrivals grew by 4% in 2012 to reach 1,035 billion. This is from the latest UNWTO World Tourism Barometer. Emerging economies (+4.1%) regained the lead over advanced economies (+3.6%), with Asia and the Pacific showing the strongest results. Growth is expected to continue in 2013 only slightly below the 2012 level (+3% to +4%) and in line with UNWTO long term forecast.

With an additional 39 million international tourists, up from 996 million in 2011, ***international tourist arrivals surpassed 1 billion (1.035 billion) for the first time in history in 2012.*** Demand held well throughout the year, with a stronger than expected fourth quarter. By region, Asia and the Pacific (+7%) was the best performer, while by sub-region South-East Asia, North Africa (both at +9%) and Central and Eastern Europe (+8%) topped the ranking.

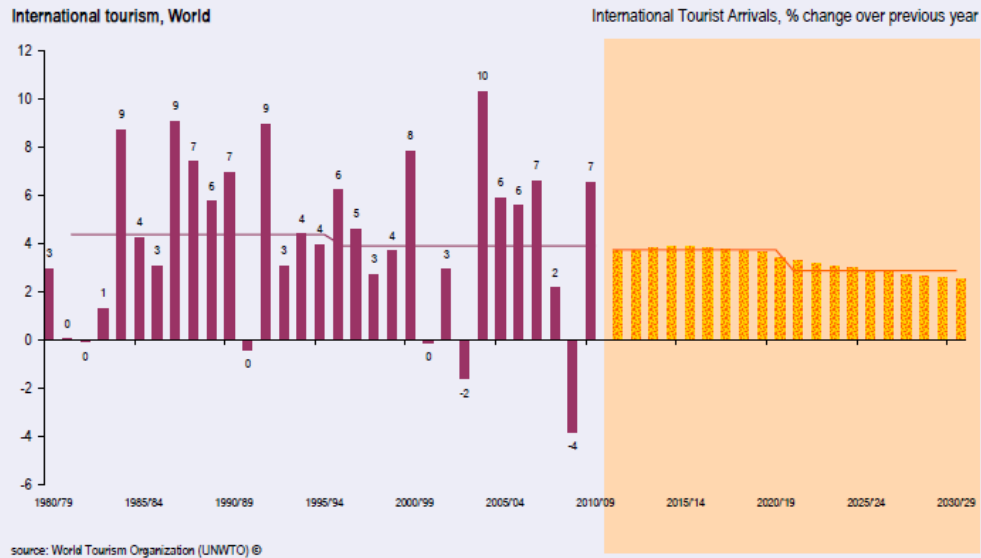
UNWTO forecasts international tourist arrivals to increase by 3% to 4% in 2013, much in line with its long term forecast for 2030: +3.8% a year on average between 2010 and 2020. This outlook is confirmed by the UNWTO Confidence Index. Compiled among over 300 experts worldwide, the Index shows that prospects for 2013 are similar to the evaluation of last year (124 points for 2013 against 122 for 2012). By region, prospects for 2013 are stronger for Asia and the Pacific (+5% to +6%), followed by Africa (+4% to +6%), the Americas (+3% to +4%), Europe (+2% to +3%) and the Middle East (0% to +5%).

(1) <http://www2.unwto.org/en/content/who-we-are-0>

The **Americas** (+4%) saw an increase of 6 million arrivals, reaching 162 million in total. Leading the growth were destinations in Central America (+6%), while South America, up by 4%, showed some slowdown as compared to the double-digit growth of 2010 and 2011. The Caribbean (+4%), on the other hand, is performing above the previous two years, while North America (+3%) did remain on par with the average.

<http://media.unwto.org/en/press-release/2013-01-28/international-tourism-continue-robust-growth-2013>

Growth in international tourism will continue, but at a more moderate pace



Looking at the first forecast by the UNWTO from 10 years ago, travel is up through 2012. The left side of the above chart in maroon is the actual Y2Y changes in int'l arrivals, and on the right is the forecast for the next 20 years. Arrivals is always greater than travelers as it reflects multiple visitations – so as an example, a German traveler going to 3 or 4 countries across Europe would be counted 3 or 4 times.

What we see in the orange bars for the next couple of years is growth of about 4.4%, which gradually decreases to about 2.8% growth. This reflects that the base is grown now up to nearly a billion travelers in any one year, producing nearly a trillion in spending – but also with increases in transportation costs.

What does that turn into? The average over the years will be 43 million travelers if this forecast holds up, and that would total about 1.8B arrivals by 2030, compared to just about a billion arrivals today. Even in the worst-case scenarios for GDP growth and for transportation costs, they would still end up with a forecast at the end of 2030 of about 1.4 billion.

National Tourism Perspective



A November 30, 2012, report from **The Office of Travel & Tourism Industries, OTTI**, offered a relative bullish forecast calling for 3.6 - 4.3% annual growth over the next five years, and 28% total growth from 2011 through 2017. In 2012 alone, over 66 million international travelers are projected to have visited the U.S., representing a 6% increase over the 2011 visitor volume. Top contributions to total growth from 2011-2017 are from Canada, China, Mexico, and Brazil.

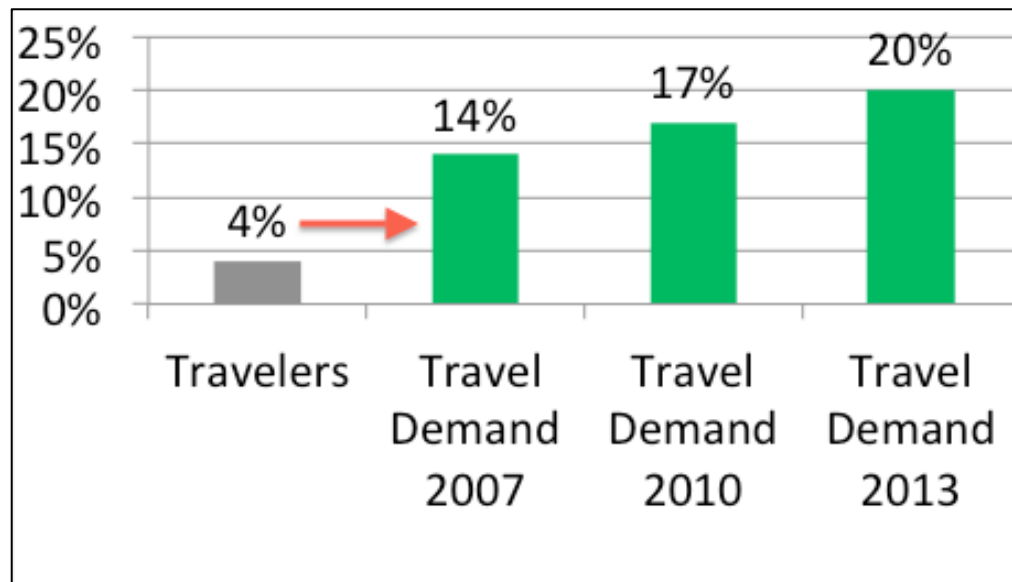
Positives:

- The BRIC(K) (Brazil, Russia, India, China and sometime South Korea) countries are exceeding expectations, in part due to efforts to decrease their visa wait times.
- Western Europe showed strong numbers YTD through June 2012, except for the U.K.
- The launch of Brand USA in May 2012 with strong multi-channel marketing campaigns in Canada, U.K., and Japan.
- ESTA (Electronic System for Travel Authorization) fees are not an apparent negative as originally thought they would be. ESTA fee collections, not taxpayer dollars, are used as matching grants for Brand USA contributions,

Negatives:

- Low air capacity growth through April 2013. Some of the growth numbers include Americans returning home.
- USA marketing levels abroad are low from U.S. state and city destinations, perhaps offsetting, or MORE than offsetting, Brand USA levels.
- Several key origin markets are closely tied to China economy.

Significant Impact of International Travel:



- The above chart from OTTI demonstrates that 4%-5% of travelers in the U.S. are from the international markets; and this figure is a much higher percentage for destinations like Miami Beach.
- However, this 4-5% represented 14% of travel demand (spend) in 2007, 17% in 2010 and is projected to be 20% by 2013
- This demonstrates the strong economic impact of the international visitor.

Visitation Chart to the U.S.

Rank Order 2011	Region / Country	2011 Actual	2012	2013	2017	% Change 11 / 10	% Change 12 / 11	% Change 13 / 12	% Change 17 / 11
	Grand Total	62.71	66.48	69.23	80.48	4.9 %	6.0 %	4.1 %	28.3 %
	North America	34.83	36.57	37.75	42.27	4.2 %	5.0 %	3.2 %	21.4 %
	Overseas	27.88	29.91	31.48	38.21	5.8 %	7.3 %	5.2 %	37.0 %
	Europe	12.66	12.92	13.25	15.03	6 %	2 %	3 %	19 %
	Western Europe	11.99	12.21	12.51	14.16	5 %	2 %	2 %	18 %
	Eastern Europe	0.67	0.71	0.74	0.86	11 %	6 %	4 %	28 %
	Asia	7.25	8.24	8.93	11.90	3 %	14 %	8 %	64 %
	South America	3.76	4.31	4.72	6.01	16 %	15 %	10 %	60 %
	Caribbean	1.09	1.11	1.11	1.12	-9 %	2 %	-1 %	3 %
	Oceania	1.24	1.33	1.40	1.75	14 %	7 %	6 %	41 %
1	Canada	21.34	22.40	23.30	26.48	7 %	5 %	4 %	24 %
2	Mexico	13.49	14.17	14.45	15.79	0 %	5 %	2 %	17 %
3	United Kingdom	3.84	3.84	3.91	4.53	0 %	0 %	2 %	18 %
4	Japan	3.25	3.54	3.65	3.91	-4 %	9 %	3 %	20 %
5	Germany	1.82	1.93	2.01	2.31	6 %	6 %	4 %	26 %
6	Brazil	1.51	1.78	2.03	2.76	26 %	18 %	14 %	83 %
7	France	1.50	1.58	1.64	1.83	12 %	5 %	4 %	22 %
8	Korea	1.15	1.28	1.39	1.73	3 %	12 %	8 %	51 %
9	China	1.09	1.54	1.94	3.91	36 %	41 %	26 %	259 %
10	Australia	1.04	1.12	1.19	1.51	15 %	8 %	6 %	46 %
11	Italy	0.89	0.88	0.89	0.99	6 %	-1 %	1 %	11 %
12	Spain	0.70	0.67	0.67	0.71	9 %	-5 %	0 %	1 %
13	India	0.66	0.74	0.78	0.98	2 %	12 %	5 %	47 %
14	Netherlands	0.60	0.62	0.63	0.68	5 %	3 %	2 %	14 %
15	Venezuela	0.56	0.65	0.70	0.81	14 %	16 %	7 %	45 %
16	Argentina	0.51	0.60	0.65	0.86	17 %	17 %	9 %	67 %
17	Colombia	0.50	0.57	0.59	0.71	0 %	14 %	5 %	43 %
18	Switzerland	0.48	0.50	0.52	0.61	22 %	4 %	5 %	28 %
19	Sweden	0.44	0.45	0.47	0.53	18 %	3 %	3 %	22 %
20	Ireland	0.35	0.33	0.33	0.36	-4 %	-4 %	-2 %	5 %

According to an April 2012 press release from the Office of Travel & Tourism Industries (OTTI) the U.S. can expect a 4-5% average annual growth rate of international travel over the next five years! That equates to 65.4 million foreign travelers who are projected to visit the U. S. this year!

The largest growth potential over the next five years will come from:

China	198%
Brazil	70%
Argentina	46%
Australia	45%
Korea	35%
Venezuela	35%

The following chart is the 2011 visitation figures to the U.S. The ones in bold are top international markets to Miami:

Country	Visitors	%up/down from 2010	Ranking for Miami
Canada	21.03M	5%+	#2
Mexico	13.41M	Flat	#16
UK	3.84M	Flat	#7
Japan	3.25M	Flat	
Germany	1.82M	6%+	#6
Brazil	1.51M	26%+	#1
France	1.50M	12%+	
S. Korea	1.15M	3%+	
China	1.09M	36%+	
Australia	1.04M	15%+	

The following chart is the visitation figures to Miami, again showing the countries that are also top countries to the US in bold:

Ranking	Top countries to Miami
1	Brazil
2	Canada
3	Argentina
4	Colombia
5	Venezuela
6	Germany
7	UK
8	Bahamas
9	France
10	Costa Rice

In summary, four out of the seven top markets to the U.S. are also top markets for Miami, and three of them are on the increase.

- The 62 million international visitors who traveled to the U.S. in 2011 generated a record \$153 billion in receipts and a \$43 billion trade surplus.
- International and domestic tourism spending increased 8.1%, supporting an additional 103,000 jobs for a total of 7.6 million Americans employed in travel and tourism industries or in industries that support them.
- Further, 1.2 million jobs are supported directly or indirectly by international traveler spending within the U.S. and on U.S. carriers.

Source for the above:

<http://tinet.ita.doc.gov/view/f-2000-99-001/forecast/Forecast-Summary.pdf>

According to the OTTI publication “International Visitation to the U.S.: A Statistical Summary of U.S. Visitation”, **while only 4% of the visitation is international, it represents 17% of traveler spend.**

More detail can be found at:

http://tinet.ita.doc.gov/outreachpages/download_data_table/2011_Visitation_Report.pdf

From the United States Travel Association's (USTA) Power of Travel 2012 report, the following is an overview of the travel industry to the U.S.:

- Direct spending on leisure travel by domestic and international travelers = \$564 billion in 2011 (up from \$526 billion in 2010).
- Spending on leisure travel generated \$86 billion in tax revenue.
- 3 out of 4 domestic trips are for leisure (77%).
- Top leisure activities for U.S. domestic travelers:
 1. Visiting Relatives
 2. Shopping
 3. Visiting Friends
 4. Fine Dining
 5. Beaches

Compared to the previous year, the top three were the same, but fine dining replaced rural sightseeing. Now shopping and dining are in the top five activities for the domestic traveler.

- Top leisure activities for the international traveler:
 1. Shopping
 2. Dining
 3. City Sightseeing
 4. Visiting Historic Places
 5. Amusement Parks

Source:

http://www.ustravel.org/sites/default/files/page/2009/09/USTravelAnswerSheet_June2012.pdf

Travel Facts and Statistics:

- Domestic Leisure Traveler:
 - 76% traveled by auto (preferred method for domestic traveler)
 - 42% traveled by air
 - Note: more than 100% - many take more than one trip a year
- Business Travel in the U.S. remains flat.
- Family Travel – multigenerational – make up 30% of leisure travel.
- Gen X – make up 31% of leisure travel.
- Older Boomers (1946 - 1954) take an average of 4.4 leisure trips per year.
- Mature travelers (pre-1946) take an average of 4.1 leisure trips per year.
- 18% travel with their pets.
- Solo travel is growing – 11% of U.S. adults take a trip by themselves
- The Stay-cation is being replaced with trips to destinations further from home, but consumers are seeking cost-savings with their travel.

Resource and more details:

<http://www.ustravel.org/news/press-kit/travel-facts-and-statistics>

This chart demonstrates the steady rise in international visitors projected for the U.S.:



Corporation for Travel Promotion

The Travel Promotion Act of 2009 has significant operational, managerial and funding impacts on the Department of Commerce. It established the Corporation for Travel Promotion, a nonprofit entity, to communicate U.S. entry policies and otherwise promote leisure, business and scholarly travel to the U.S.

For the first time, this allows the U.S. to have a public/private partnership to market the U.S. to the world. The goal is to generate \$200 million to spend on marketing and sales to become more globally competitive.

BRAND USA is the marketing arm of the Corporation for Travel Promotion

Brand USA was established by the Travel Promotion Act in 2010 to spearhead the nation's first global marketing effort to promote the U.S. as a premier travel destination and communicate U.S. entry/exit policies and procedures. Formed as the Corporation for Travel Promotion, the public/private entity began operations in May 2011 and does business as Brand USA. As already discussed, travel and tourism plays an important part in economic growth and vitality to the U.S. In fact, BRAND USA research shows that, an incremental increase of just 1% travel to the U.S. results in 500,000 more visitors, demonstrating that the BRAND USA efforts are...a good investment! Brand USA works in close partnership with the travel industry and through its call-to-action, DiscoverAmerica.com, Brand USA inspires travelers to explore the United States of America's boundless possibilities.

Additionally:

- Travel is the largest export for the US accounting for 25% of all services exports in 2011.
- Travel supports 14.4M workers in the private sector.
- In 2011 spending by International travelers supported 1.2M jobs.
- Every 33 travelers equal one new U.S. job!

BRAND USA successes to date:

- Achieved FY2012 Funding Target
- Maximized the 2:1 Match = \$100 Million in Federal Funds
- Launched Successful Campaigns in Canada, the UK and Japan
- These campaigns are designed to motivate travel to the U.S.
- Established International Representation in eight markets
- Began Tourism Exchange Year with Japan
- Completed First Sales Mission to India
- Significantly Increased Global Tradeshow Presence
- Developed Successful Partnership Programs...and Strong and Growing Partnerships with more than 260 Leading Brands in the Travel Industry

What Brand USA does versus U.S. Travel Association is best described as follows:



State of Florida Perspective



Historic Visitor Numbers (in millions)				
Year	Domestic	Overseas	Canadian	Total
2002	67.9	4.4	1.6	73.9
2003	68.7	4.2	1.7	74.6
2004	73.4	4.4	1.9	79.7
2005	77.2	4.4	2.0	83.6
2006	77.6	4.1	2.1	83.9
2007	77.3	4.7	2.5	84.5
2008	76.1	5.2	2.9	84.2
2009	71.2	7.0	2.6	80.9
2010	71.2	8.0	3.1	82.3
2011	74.7	9.3	3.3	87.3

Calendar Year Visitor Numbers for 2011				
Visitors	Percent of Total	Most Recent	Value	Change
Total Visitors	100.0%	January-December	87.3 million	6.1%
Air Visitors	52.2%	January-December	45.6 million	5.1%
Non-Air Visitors	47.8%	January-December	41.7 million	7.2%

Seasonality of Visitation to Florida by Quarter (2011):

January to March (Quarter 1)	26.7%
April to June (Quarter 2)	25.0%
July to September (Quarter 3)	24.3%
October to December (Quarter 4)	24.1%

Top International Markets by Number of Visitors (2011):

Canada	3.3 million
Brazil	1.5 million
United Kingdom	1.3 million
Mexico	387,000
Argentina	375,500

Top Origin States - by Percentage of Total Domestic Visitors (2011):

Georgia	10.6%
New York	8.9%
Texas	5.7%
Illinois	5.6%
New Jersey	4.5%
Michigan	4.4%
Ohio	4.4%
Alabama	4.2%
North Carolina	4.1%
Pennsylvania	3.9%

Florida Travel Facts:

Domestic Visitors in 2011*¹

- Florida's domestic visitors said their primary reason for coming to the Sunshine State was for leisure (88%). The major type of lodging used by domestic visitors was hotel/motel (54%).
- The average length of stay for a domestic visitor to Florida was 4.9 nights. The top activities domestic visitors enjoyed while in Florida were shopping, beaches, touring/sightseeing, and going to a theme/amusement park.
- The top origin Designated Market Areas (DMAs) for total visitors to Florida was New York, Atlanta, and Chicago. Top origin DMAs for visitors who came to Florida by air were New York, Chicago, and Boston; for auto visitors to Florida, the top three origin DMAs were Atlanta, New York, and Chicago.

Canadian Visitors in 2011*²

- The primary purpose for Canadians was Pleasure/Recreation/Holiday (82.1%).
- The major type of lodging used by Canadian visitors was hotel (28.7%). The average length of stay for Canadian visitors was 18.0 nights, but the median length of stay was 9.0 nights.

Overseas Visitors in 2011*³

- The primary trip purpose for overseas visitors was leisure/recreation/holiday (68.5%).
- The major type of lodging used by overseas visitors was hotel/motel (75.7%).
- The average length of stay for overseas visitors to Florida was 11.2 nights, while the median length of stay was of 8.0 nights.

Sources:

¹ D.K. Shifflet and Associates; TNS TravelsAmerica, Travel Industry Association

² Statistics Canada

³ U.S. Department of Commerce, ITA, Tourism Industries

Economic Impact of Tourism to Greater Miami

The most recent study conducted for the GMCVB was in 2011 by Ipsos Loyalty, a global customer experience, satisfaction and loyalty research and consulting company. The methodology used included 4,502 intercept interviews with Miami visitors conducted at the Miami International Airport, the Fort Lauderdale-Hollywood International Airport and various attractions in Miami-Dade County.

In 2011, there was a 6.7% increase in overnight visitors (6.2% domestic and 7.3% international) to Greater Miami and the Beaches compared to the previous year, resulting in a record estimated 13.4 million visitors who stayed at least one night, resulting in a record spend of \$20.7 billion. This reflects direct expenditures. With the industry standard of an accepted multiplier effect of 1.5, the direct and indirect impact is \$31 billion added to the economy of Greater Miami and the Beaches. What is most significant is that the **international visitors accounted for 70% of total spend!**

The following shows the 2011 increases in spend over 2010 for specific categories:

Lodging	+2.4%
Meals	+1.0%
Transportation	+2.7%
Entertainment	+3.6%
Shopping	+2.6%

- The average daily spend per party is \$497.41, up 2.3%.
- The average daily spend per visitor is \$264.58, up 1.8%.
- The total dollars per person spent per visit is \$1,539.85, up 3.2%.
- The total overnight visitor spend is \$20,702.1 billion, up 10.1%.

Total tourist-related tax revenue collected in 2011 by Miami-Dade County was \$108,179,050, up 15.6% from the previous year. The City of Miami Beach collected \$51,289,024, up 16.4%, and the Village of Bay Harbour collected \$1,725,400, which actually was a decrease of 7.6% from 2010.

Total tourism-related taxes for 2011 were \$161,193,473 for 2011, up 15.5% from the previous year.

Leisure/Hospitality employment accounts for 11% of total employment for Greater Miami and the Beaches. The 2011 figure showed a slight increase of 0.6% over the previous year.

Total airport arrivals into MIA and FLL have been trending upwards since a dip in September 2011.

Note: The airport arrivals and hotel figures are only through 2011.

The following summary is the most recent data available from the GMCVB and provides a profile of the visitor to Greater Miami and the Beaches.

MIAMI-DADE COUNTY

2% TOURIST DEVELOPMENT TAX COLLECTIONS

January-December 2012	January-December 2011	% Change
\$20,327,005	\$18,706,586	+8.7%

3% CONVENTION DEVELOPMENT TAX COLLECTIONS

January-December 2012	January-December 2011	% Change
\$60,423,718	\$55,681,199	+8.5%

2% HOTEL FOOD AND BEVERAGE TAX COLLECTIONS

January-December 2012	January-December 2011	% Change
\$6,504,648	\$6,161,139	+5.6%

MIAMI BEACH

3% RESORT TAX COLLECTIONS

January-December 2012	January-December 2011	% Change
\$30,485,871	\$27,840,691	+9.5%

2% FOOD & BEVERAGE TAX COLLECTIONS

January-December 2012	January-December 2011	% Change
\$24,815,625	\$23,448,332	+5.8%

JANUARY 2013

AVERAGE DAILY ROOM RATE

Market	\$	% Change vs. 2011
1. Miami	\$211.11	+12.2%
2. Oahu Island	\$209.06	+15.0%
3. New York	\$196.59	+4.4%
4. San Francisco	\$166.67	+5.7%
5. Washington	\$151.75	+17.0%

REVENUE PER AVAILABLE HOTEL ROOM (REV PAR)

Market	\$	% Change vs. 2011
1. Oahu Island	\$179.96	+13.9%
2. Miami	\$174.26	+17.5%
3. New York	\$145.17	+16.3%
4. San Francisco	\$111.41	+5.1%
5. Los Angeles	\$92.65	+8.9%

AVERAGE DAILY OCCUPANCY

Market	% Occupancy	% Change vs. 2011
1. Oahu Island	86.1%	-1.0%
2. Miami	82.5%	+4.7%
3. New York	73.8%	+11.4%
4. Los Angeles	69.6%	+3.1%
5. Orlando	69.3%	+5.5%

Profile of the Visitor Market to Greater Miami & the Beaches

Total Market Overview

As previously noted, a record number estimated at 13.4 million visitors stayed at least one night in Greater Miami and the Beaches, resulting in \$20.7 billion in direct expenditures in the area.

An overwhelming 70.8% came for leisure/vacation, 12.5% for business/convention, 7.1% for a cruise and the balance for personal/other reasons. Most, 41.2%, stayed in Miami Beach.

More than half of the visitors, 53%, stayed in a hotel/motel during their visit, with the balance staying with friends and family. No surprise that the VFR (visiting friends and relatives) has increased since the economic decline.

As noted, the most popular place to stay for all visitors is Miami Beach, with 41.2% of the visitors staying there, which of course is good news for the Town of Surfside. Additionally, another 9.8% stay in North Dade/Sunny Isles Beach, again another opportunity.

Although as a nation-wide trend, solo travel is up, this is not the case for our area. Solo travel was down to 33.7% in 2011 from 35.8% in 2010. However, for that same time period, parties of two are up to 52.4% from 48.8%. The vast majority, 96.9%, arrived by air, due to the higher visitation by the international traveler.

An incredible 90.4% of overnight visitors were extremely or very satisfied with their visit in 2011. The figure does not fluctuate much between domestic (89.4%) and international (91.7%). Also, 91% intend to return to Miami. It is this second-time visitor who may be more apt to try a new destination such as the Town of Surfside. Already, four out of five travelers are repeat visitors.

When surveyed about the features most liked about Miami, weather was number one, at 49.2%. This was followed by attractions, which includes both gated attractions and unpaid attractions such as the many festivals that are held. Third was South Beach/Ocean Drive, followed by the beaches, nightlife, sun bathing, shopping, restaurants, international ambiance, friendly people, and cultural activities. As noted below, this is very different between the domestic vs. the international traveler.

Interesting to note that not only was Art Deco/South Beach listed as the number one most visited area; but also out of the top ten, six favorite places were actually destinations within Miami instead of attractions. That indicates that our visitor to Miami likes to go and experience “places” vs. just going to the attractions. This is another opportunity for Surfside.

The average age of all visitors is 43 years, and 61.8% are between the age of 35 and 64.

Domestic Market

Domestic visitors accounted for almost 52% of overnight visitors, up 6.2% over 2010. The majority come from the Northeast region of the country resulting in 3.3 million visitors which set the record in 2011. However, the South showed the greatest growth, up 8.4%, generating 1.7 million visitors. Both the Midwest and western regions were also up in 2011.

TOP 10 DOMESTIC MARKETS	2011 VISITORS	% CHANGE 2011 VS. 2010
New York	1,758,046	5.4%
Chicago	409,586	6.6%
Philadelphia	397,463	5.0%
Boston	301,428	8.2%
Atlanta	264,542	8.6%
Washington DC	193,419	4.9%
Dallas/Ft. Worth	183,931	9.0%
Detroit	148,660	6.6%
Los Angeles	136,190	6.8%
Houston	121,665	8.4%

Sixty six percent of domestic travelers come for leisure, and 60.6% stayed in a hotel/motel with the rest staying with friends and family.

Favorite features by the domestic market are weather, beaches, South Beach/Ocean Drive, Attractions, night life, sun bathing, international ambiance, friendly people, restaurants and cultural activities.

Eighty-two percent said they did not find anything that they disliked. The other 18 percent mentioned items that included traffic, prices, service, too crowded and weather.

International Market

While domestic visitation was up 6.2%, the international markets showed even greater strength as they were up 7.2% accounting for 48% of all visitors. International visitors are drawn to Miami due to the rich culture and diversity and remain one of the top U.S. cities visited by international travel. Latin America accounted for 4.4 million visitors in 2011 – a 9.2% increase

TOP 10 INTERNATIONAL MARKETS	2011 VISITORS	% CHANGE 2011 VS. 2010
Brazil	634,155	14.2%
Canada	627,931	6.9%
Argentina	417,981	9.5%
Colombia	394,395	8.5%
Venezuela	354,311	8.3%
Germany	338,785	2.0%
England	285,592	(1.8%)
Bahamas	229,752	1.4%
France	192,004	3.5%
Costa Rica	181,063	2.8%

While 70.8% of all overnight travel is for leisure, that figure is even higher for the international traveler, 83.1%. More international travelers (54.9%) than domestic (38.9%) stayed with friends and family.

Favorite activities for the international traveler are the attractions, South Beach/Ocean Drive, shopping, weather, night life, restaurants, beaches, international atmosphere, culture, and friendly people.

Niche Markets

The cruise business is growing and many people enjoy a pre- or post-cruise opportunity. There will be opportunities to package pre/post cruise stays at the hotels in Surfside.

Due to a high percentage of VFR (Visiting Friends and Relatives) travel to Miami and the Beaches, especially from the international markets, this will be an important niche market to reach.

The meetings and convention markets may present an opportunity – not for onsite meetings, as there does not seem to be much product available in Surfside – but possibly as off-site venue functions utilizing our restaurants.

5. Target Markets Identified for the Town of Surfside

Throughout this Plan, we will consider the following target markets based on current market strengths.

Domestic Markets – trade and consumer

- DMOs
- Group leisure travel tour operators
- Meeting Planners
- Affinity groups
- Destination events (wedding, ceremonies, etc.)
- Domestic Travel Media for PR (trade and consumer)

- The following are the domestic markets to target:
 1. New York – 1,758,046 visitors
 2. Chicago – 409,586
 3. Philadelphia – 397,463
 4. Boston – 301,428
 5. Atlanta – 264,542
 6. Washington, DC – 193,419

The International Markets – trade and consumer

- DMOs (GMCVB, Visit Florida, BRAND USA)
- RSAA-Receptive Tour Operators (RTOs) who contract with the overseas tour operators
- International Tour Operators
- On-line travel partners such as thetouroperator.com
- International Travel Media for PR (trade and consumer)

The following are the international markets to target:

1. Brazil - #1 growth market – 634,155 visitors
2. Canada – 427,931
3. South America (Argentina, Colombia, Venezuela) – 1,166,687
4. Germany, UK, France and Italy – 971,269
5. Central America – 537,600
6. Bahamas – 229,752

Types of Travel - International and Domestic

- Leisure – FIT and Group
- VFR (Visiting Friends and Relatives)
- Cruise ship Passengers – pre- and post- visitations

6. Travel and Tourism Trends

The link below is an interesting and entertaining look into the future. It is a YouTube video called “The Future of Travel” and is described as a fun look at how technology can help travel in the future become a little easier. While this technology seems very far off, in reality it may not be that far-fetched. Already tickets for space travel are being sold by Virgin Galactic, Richard Branson’s company - <http://www.virgingalactic.com>

Proximity Mobile Marketing is already here, too offering travelers real-time discounts at stores and restaurants via their smart phone as soon as they enter the destination. The phone knows you are there!

<http://www.youtube.com/watch?v=VsJfA1K6ELo>

The point is that technology is rapidly changing. To keep up with this changing technology and how it will affect travel in the future, it is important to stay on top of the trends in travel. The following are the current trends affecting today’s travel.

Top Tourism Trends of the Day...

- The New Frugal – drives the majority of travelers’ planning and shopping behavior
 - Always seeking “a good deal”
 - Determined to find good value
 - 75% of U.S. consumers have become smarter shoppers
 - 64% will pay full price if guaranteed quality AND service

Significance to The Town of Surfside – Business Improvement goals of Downtown businesses and proposed BID need to take this into consideration.

- Social Media and Mobile Marketing - must be integrated and used. Keep on top of new developments such as Pinterest.

Significance to The Town of Surfside – Social media is the way to engage the traveler at all touch-points...when they are planning their trip, while they are at their destination and after they have returned home. Mobile Marketing provides real-time offers to the traveler as they approach the destination.

- Culinary
 - Departure from signature chef restaurants
 - Focus on regional specialties – BBQ, Cajun, seafood
 - Food trucks and exhibitions
 - Tastings expand from wine and tequilas to teas and fresh juices
 - Agriculture tours - planting and harvesting - from field to table
 - Do it yourself gourmet kits - rolling sushi, confectionaries, etc.
 - Cooking, grilling, canning and baking classes or workshops

Significance to The Town of Surfside – Knowing this provides opportunities to create culinary events to attract today’s traveler.

- Cultural Travel Immersion
 - Not just viewing...creating. Museums and galleries offer art classes.
 - Travel photographers offer landscape photography classes.
 - Performing arts offer dance and theatre classes.
 - Orchestras and regional artists teach music classes.
 - Authors teach writing for travel or short stories, then publish books.
 - Local artisans teach crafts.

Significance to The Town of Surfside – Adding art, music and cultural programming could enhance the tourism program and offer diverse choices for individuals on group trips. Special events will play an important role.

- Health and Wellness
 - More than a spa - Mind and Body
 - “Deprivation Vacations” – for those who feel “deprived” during their everyday life and need a change.
 - Cleanses, wraps and detox
 - 37% of international travelers seek spa treatments
 - “Spiritual”, faith-based and religious studies and cultural immersions
 - Yoga

Significance to The Town of Surfside – The addition of a spa would give The Town of Surfside another attraction for the visitor market. Some of the hotels, including the Surf Club, may have a spa component.

- Friends and Family
 - Family travel is multi-generational.
 - Travel with kids is up 17% since 2000.
 - Girlfriend Getaways and Bro-cations are still popular (usually spa and sport related, with shopping).
 - Solo travel is increasing.
 - “Ceremonial Travel” takes the place of weddings, anniversaries, graduations, reunions and includes GLBT commitments and Ash Releases/Celebrations of Life.

Significance to The Town of Surfside – These are all trends that can be taken advantage of with different tourism programs.

- Pet Friendly – The Town of Surfside should be pet-friendly as traveling with pets is very popular.
- Cruising – A growing industry, notwithstanding the recent Carnival Cruiseline incident.

7. Other Information

E-Surveys

In early February, an e-survey (attached) was emailed to Downtown Surfside business owners to identify current and future advertising strategies. There has not been a significant response to the survey.

We will facilitate completion of this survey and identify more specific objectives as part of the 5-Year Strategic Tourism and Business Improvement District (BID) planning processes.

Business & Property Owner Meeting – February 13, 2013

On Wednesday, February 13th, “kickoff” meetings were scheduled for business and commercial property owners at 9:00am and 6:30pm. Invitations to the meetings were emailed to business owners and mailed to property owners. Town staff members distributed invitations to business owners by hand.

In addition to staff, seven people attended the 9:00am meeting:

Olga Brismendi – Hair & Body New Dimensions

Barbara Cohen – Tourist Board

Andy Labrada – Event X llc/Downtown Vision Action Committee

Pauline Johnson – Property Owner

Bill Reynolds – Amtrust Bank

Walid Sfeir – Surf Club

Andre Shambley – Real Living/First Service Realty

The meeting started with a presentation outlining the Strategic Tourism and Business Improvement District (BID) planning processes. The presentation was followed by question and answer and a brainstorming session. Results of the brainstorming session are included in the next section.

Only Barbara Cohen and Andy Labrada attended the evening session. As they had both attended the meeting in the morning, discussion was informal.

8. Brainstorming Session – February 13, 2013

Strengths

What do you love about Downtown Surfside?

- Great walking/pedestrian-friendly experience
- Prime for growth
- Vibrant, young & eclectic
- Offers a variety of price ranges
- Relaxed, touristy
- Reasonably priced shopping - like Mason Blanc/ other retail in the past
- Location
- Small town feeling
- Feels like resort – far away, but you're not
- Community/people visiting with each other
- Starbucks coming
- Resident \$10 parking program

Why do people come to your store?

- Traveling between Aventura and South Beach
- Personal service – long term clients
- Bank customers are strictly local

What would you say to promote Downtown Surfside?

- Variety of shops
- “Affordable Luxury”

Weaknesses

What things do you love less about Downtown Surfside? (Problems)

- Parking “times 10”
 - Price for employee parking
 - Lack of ease
 - Hate the meter system
- One-way traffic “pairs”
- Current environment not conducive to retail leasing
- Not enough trees
- Not enough businesses advertise – no outreach
- Undesirables/quality of some clientele
- Business mix – so many salons in a two block area

Opportunities

What events might bring more potential customers/visitors to Downtown Surfside?

- Art Festival– signature event
- Other annual signature event
- Third Thursdays – commitment to continually increase quality
- Daytime events
- Farmers Market (like previous – in different location)
- Business-to-Business – “Come have wine in my place” during Third Thursdays
- Need to:
 - involve businesses in events
 - build consensus with businesses to support events
 - advertise events

When visitors return home, what do you wish they would tell others about Surfside? (Initial Branding discussion)

- WOW!
- I want to move here!
- I’ve been here before; what a change!
- Must stop! (South Beach visitor going to Bal Harbor)
- Must stop! (Visitor just passing through South Florida)
- It’s a charming town and a charming experience.

Questions/Comments from Participants

- Who is our competition and how are we going to position ourselves in the South Florida market?
- How can we attain a proper merchandise mix?
 - We cannot control but can we can influence.
 - “Sometimes the accident can be more interesting that the intentional.”
- BID Questions:
 - What do property owners think of the BID?
 - Property owners will want to know the Return on Investment (ROI)
 - Are other BIDS successful?
 - How are BIDs staffed?
 - Will residents be represented on a BID Board?

9. Outline of Phase Two – Surfside Strategic Tourism Plan

With the Audit completed, we will begin work on the Strategic Tourism Plan, which will define how the Town of Surfside should move forward to brand and market itself. The objectives of the 5-Year Strategic Tourism Plan are:

- Develop Target Markets
- Develop a Situation Analysis
- Identify Strengths & Weaknesses
- Set Goals & Objectives
- Determine Appropriate Message Points
- Determine the Strategies
- Identify Specific Marketing Tactics
- Develop Systems for Measurement/Evaluation
- Determine 5-Year Budget
- Review Governance & Structure
- Determine Staffing Needs
- Identify “Buy in” & Approval Process
- Define a process for Annual Update of the Strategic Tourism Plan



STRATEGIC TOURISM PLAN

PHASE TWO: 5-YEAR PLAN

AUGUST 2013



TOWN OF SURFSIDE
TOURIST BOARD



305-864-0722

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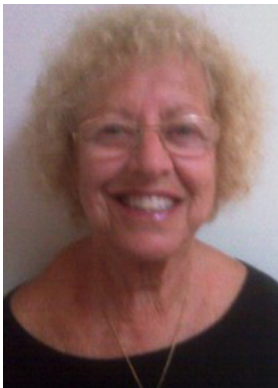
1. Town of Surfside Tourist Board




 Eli
Tourgeman –
Chair




 Ricardo Mualin
– Member




 Barbara Cohen
– Vice Chair



 Joe Graubart –
Commission Liaison



 Randi MacBride
– Member



 Duncan
Tavares – Tourism,
Economic
Development &
Community
Services Director



 Barbara
McLaughlin –
Member

Established in Section 69-A of the Town Charter, the Surfside Board has the following enumerated powers and duties:

- (1) To adopt and/or amend procedures as it relates to publicity, advertising, promotional events, tourist board activities.
- (2) To expend resort tax funds collected pursuant to Chapter 70 of the Town Code. Specifically, those amounts allocated by the commission during their annual budgetary process, the minimum being 34 percent of the resort tax collected, to advertising, promotion and special events as part of the tourist bureau budget.
- (3) To employ or retain an advertising and/or public relations consultant and/or firm as it relates to specific tourist board activities. The tourist board shall designate a member to assist the town manager, upon request, in the process of selecting a director for the department.
- (4) To authorize placement of advertising in various media.
- (5) To organize special events for the promotion of Surfside as a tourist destination.
- (6) To submit an annual report to the town commission every May as part of the budgetary process.

In 2013, the Tourist Board worked with CJF Marketing International and Redevelopment Management Associates, Tourist Bureau staff, and the Town Administration to create this 5-Year Strategic Tourism Plan. The plan will provide the Town of Surfside and its Tourist Board with a blueprint for implementation, guiding the Board's future efforts and resort tax expenditures.

For more information, please contact the Town of Surfside Tourist Bureau staff at 305-864-0722.

2. Executive Summary

Nestled within the Greater Miami and the Beaches metropolis is a quaint oasis known as the Town of Surfside. With the world-famous Bal Harbour Shops bordering on the north and Miami Beach just to the south, somehow the Town of Surfside has escaped the limelight and, in fact, has very limited recognition outside of the immediate area of Miami-Dade County and South Florida.

With a small community of approximately 5,000 residents and a two-block Downtown, the Town once had just enough two- to three-star hotel product and subsequent resort tax revenue to give it some exposure to the travel and tourism world. In the past, there was representation by the Town of Surfside at some key travel trade shows, typically partnering with the Best Western. This representation decreased at the time when much of the hotel product was converted to residential condominiums.

Currently the Town has 172 hotel rooms:

Best Western	91 rooms
Solara (timeshare)	62 rooms
Sun Harbour	<u>19 rooms</u>
Total = 172 rooms	

However, in the near future new hotels will open in Surfside bringing an exciting new opportunity to position the Town, as never before, in the international and domestic tourism markets:

Grand Beach	341 rooms
Marriott Residence Inn	175 rooms
Surf Club	<u>approximately 100 rooms</u>
Total New = 616 rooms	

The Best Western Hotel will close in the near future, so the total number of hotel rooms will be 697.

In response to this opportunity, the Surfside Tourist Board commissioned this 5-Year Strategic Tourism Plan.

This report will provide recommendations that will define how the Town of Surfside, through its Tourist Board, should move forward to create a tourism brand. Specific strategies and tactics that tie back into the increased budget will become the roadmap for both pre-arrival and post-arrival visitor programs targeted to the travel trade and consumer over the next five years, beginning in Fiscal Year 2013/14.

3. Situation Analysis

Beginning in January 2013, the first phase of the Strategic Tourism Planning process was to conduct an audit of tourism activities. While the initial purpose of this audit was to explore and analyze what had been done in the past to attract the visitor market to Surfside, the dramatic change in new hotel product immediately focused analysis on future opportunities.

Years ago, signature events such as “Jazz on the Beach” and “Shakespeare on the Beach” were held, but in recent years resort taxes have been spent primarily on special events for local/regional markets.

The travel industry has changed significantly over the last decade and will most likely continue to change and transform. It is important to keep up with the research, statistics and trends, and have a plan that is not only strategic, but also flexible.

The Phase One: Audit Report was completed in March 2013. The report analyzed the opportunities for the Town of Surfside with new hotel product coming online. The findings are summarized below with the full report included as Appendix H:

Tourism Marketing Opportunities for the Town of Surfside

As stated in the Audit Report, there are some “givens” with the travel and tourism industry that are important to understand and adhere to:

- An effective Travel and Tourism Sales and Marketing program is a long-term commitment. Do not expect overnight results.
- Tourism strategies and tactics fit under the umbrella of the overall economic development plan for a community. After all, “tourists want to go where the locals go.” In the case of the Town of Surfside, as with many smaller communities, the economic development and tourism initiatives fall under the same office and staff.
- Tourism Sales and Marketing are based on two key strategies: partnerships and leveraging.
- Tourism Marketing = ROR - Return on Relationship.
- The “P’s” of Tourism – Product, Packaging, Partnership and Promotion.

The Global Tourism Perspective

Travel and tourism on an international perspective continues to grow in a positive direction. As noted in the Audit Report, with an additional 39 million international tourists, arrivals worldwide surpassed one billion (1,035 billion) for the first time in history in 2012. The Americas saw an increase of six million arrivals, reaching 162 million in total representing a 4% increase. The future looks bright with a projected 4.4% growth over the next couple of years, averaging out to 2.8% over the next 20 years. If the projections hold, that would equate to approximately 2.8 billion arrivals by 2030.

National Tourism Perspective

A November 30, 2012, report from The Office of Travel & Tourism Industries (OTTI) offered a relative bullish forecast for the U.S. calling for a 3.6 - 4.3% annual growth over the next five years and 28% total growth from 2011 through 2017. In 2012 alone, over 66 million international travelers are projected to have visited the U.S., representing a 6% increase over the 2011 visitor volume.

The largest growth potential to the U.S. over the next five years will come from:

- China - 198% growth rate
- Brazil - 70% growth rate
- Argentina - 46% growth rate
- Australia - 45% growth rate
- Korea - 35% growth rate
- Venezuela - 35% growth rate

The following press release of current economic data was just released on June 18, 2013. It continues to demonstrate the strength of the travel and tourism industry:



TI News: *An information service from the Office of Travel & Tourism Industries (OTTI)*

June 18, 2013

YEAR-TO-DATE U.S. TRAVEL AND TOURISM EXPORTS CONTRIBUTE \$57.9 BILLION TO THE U.S. ECONOMY

WASHINGTON – U.S. Under Secretary for International Trade Francisco Sánchez highlighted new data today that show spending by international visitors to the United States in April 2013 totaled nearly \$14.5 billion, an increase of more than 5 percent when compared to April 2012. International visitors have spent an estimated \$57.9 billion on U.S. travel and tourism-related services year to date in 2013 (January through April), an increase of 8 percent when compared to the same period last year.

“The latest data confirm the positive impact that travel and tourism is having on our economy,” said Under Secretary Sánchez. “An increase in international visitor spending is helping us reach the goals of the President’s National Export Initiative, by increasing both exports and export-supported jobs. In addition, we are making progress toward our goal to welcome 100 million international visitors annually to the United States. This administration is committed to making America the number one tourist destination, which will further support millions of American workers who are employed by the travel and tourism sector.”

Purchases of travel and tourism-related goods and services by international visitors traveling in the United States totaled \$11.2 billion during April. These goods and services include food, lodging, recreation, gifts, entertainment, local transportation in the United States, and other items incidental to foreign travel. Fares received by U.S. carriers (and U.S. vessel operators) from international visitors totaled nearly \$3.3 billion for the month. The United States enjoyed a favorable balance of trade for the month of April in the travel and tourism sector, with a surplus of nearly \$4.2 billion.

Travel and tourism-related industries as a whole support nearly 7.7 million American jobs. President Obama’s [National Travel and Tourism Strategy](#), which was announced last year, aims to attract more than 100 million international tourists per year by 2021, visitors that would spend an estimated \$250 billion per year, supporting more jobs and spurring economic growth in communities across the country.

Increasing U.S. travel and tourism will not come at the expense of national security. The President’s plan for common sense immigration reform includes a number of proposals to support his commitment to increasing U.S. travel and tourism while maintaining our nation’s security. Specifically, the President’s [immigration proposal](#) reforms the Visa Waiver Program to strengthen law enforcement cooperation while facilitating more efficient trade and tourism to the United States, securely streamlines visa and foreign visitor processing, and strengthens and improves infrastructure at ports of entry. These priorities are reflected in recently introduced bipartisan immigration reform legislation, which the entire U.S. Senate is currently debating.

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International Trade Administration

The International Trade Administration (ITA) is the premier resource for American companies competing in the global marketplace. ITA has 2,400 employees assisting U.S. exporters in more than 100 U.S. cities and 72 countries worldwide. For more information on ITA visit www.trade.gov.

*The Office of Travel and Tourism Industries (OTTI) is responsible for collecting, analyzing, and disseminating international travel and tourism statistics for the U.S. Travel and Tourism Statistical System. For more monthly travel and tourism-related trade data dating back to 1992, please visit: <
http://tinnet.ita.doc.gov/outreachpages/download_data_table/Monthly_Exports_Imports_Balance.xlsx
>.*

State of Florida Perspective

Over 87 million international and domestic visitors came to Florida in 2011 with the top international markets as follows:

- Canada - 3.3 million
- Brazil - 1.5 million
- United Kingdom - 1.3 million
- Mexico - 387,000
- Argentina - 375,500

The top domestic markets are as follows:

- Georgia - 10.6%
- New York - 8.9%
- Texas - 5.7%
- Illinois - 5.6%
- New Jersey - 4.5%

A webinar offered by Visit Florida on June 18, 2013, provided new insight on the growth of the visitor market to Florida. The past two years have seen record visitation and employment growth in the visitor industry. The first quarter of 2013 already saw 36 million visitors, and by 2020, Visit Florida projects a growth of the current 91.4 million visitors to over 100 million.

The webinar also provided an overview of the 2013/14 Marketing Plan which offers strategies for the following platforms: international, domestic, in-state and meetings. Among their goals is to bring more value to all their partners, to be the industry leader and to remain relevant.

One of the markets that Visit Florida is keeping a close eye on is China due to their predicted tremendous growth in travel over the next five years, as they will produce the largest number of travelers worldwide. Visit Florida has been active in the China market for four years now. However, at this time, this market remains a challenge simply due to the lack of efficient airlift to Florida, which, of course, is being addressed.

In addition to this annual plan, Visit Florida is working on a 5-Year Plan that will be introduced at the Florida Governor's Conference this September in Orlando and then again presented in more detail this December.

Economic Impact of Tourism to Greater Miami

As noted in the Audit, a 2011 study by Ipsos Loyalty determined that a record estimated 13.4 million visitors who stayed at least one night in Miami resulted in a record spend of \$20.7 billion. Both the direct and indirect impact was \$31 billion added to the economy of Greater Miami and the Beaches. International visitors alone accounted for 70% of total spend.

Total tourist-related tax revenue collected in 2011 by Miami-Dade County was \$108,179,050, up 15.6% from the previous year. The City of Miami Beach collected \$51,289,024, up 16.4%, and the Village of Bal Harbour collected \$1,725,400, which was a decrease of 7.6% from 2010.

Profile of the Visitor Market to Greater Miami & the Beaches

As detailed in the Audit, the top international and domestic markets for Greater Miami and the Beaches are as follows:

TOP 10 INTERNATIONAL MARKETS	2011 VISITORS	% CHANGE 2011 VS. 2010
Brazil	634,155	14.2%
Canada	627,931	6.9%
Argentina	417,981	9.5%
Colombia	394,395	8.5%
Venezuela	354,311	8.3%
Germany	338,785	2.0%
England	285,592	(1.8%)
Bahamas	229,752	1.4%
France	192,004	3.5%
Costa Rica	181,063	2.8%

TOP 10 DOMESTIC MARKETS	2011 VISITORS	% CHANGE 2011 VS. 2010
New York	1,758,046	5.4%
Chicago	409,586	6.6%
Philadelphia	397,463	5.0%
Boston	301,428	8.2%
Atlanta	264,542	8.6%
Washington, DC	193,419	4.9%
Dallas/Ft. Worth	183,931	9.0%
Detroit	148,660	6.6%
Los Angeles	136,190	6.8%
Houston	121,665	8.4%

Target Markets Identified for the Town of Surfside

The following are the target markets for the Town of Surfside as identified in the Audit. They are the markets that will be the focus throughout the Plan. However, it should be noted that since the Audit Report was completed, the VFR (Visiting Friends and Relatives) market was added to the “Types of Traveler” due to its strength of that market for the Town of Surfside.

1. The International Markets – trade and consumer
 - a. The following are the international markets to target:
 - i. Brazil - #1 growth market – 634,155 visitors in 2011
 - ii. Canada – 427,931
 - iii. South America (Argentina, Colombia, Venezuela) – 1,166,687
 - iv. Germany, UK, France and Italy – 971,269
 - v. Central America – 537,600
 - vi. Bahamas – 229,752
 - b. Destination Marketing Organizations (DMOs) are responsible for encouraging economic development by promoting towns, cities, states, regions, or countries in order to increase the number of visitors to their destination by focusing on convention sales, tourism marketing, and services. Common DMOs are Convention and Visitor Bureaus (CVBs) such as the Greater Miami Convention & Visitors Bureau (GMCVB), state tourism offices such as Visit FL as well as BRAND USA. All of these are potential partners for the Town of Surfside. For more information on DMOs, visit www.destinationmarketing.org/
 - c. RSAA-Receptive Tour Operators (RTOs) are defined as U.S.-based companies that specialize in creating, marketing, and selling U.S. travel products to International Inbound travelers. RTOs have unique knowledge of the countries they serve and of the destinations they sell. A Tour Operator shall be considered a Receptive when the majority of its revenue is derived from Inbound International travelers to the United States. www.Rsana.com (website for Receptive Services Association of America)
 - d. International Tour Operators
 - e. Online travel partners such as thetouroperator.com
 - f. International Travel Media for PR (trade and consumer)
2. Domestic Markets – trade and consumer
 - a. The following are the domestic markets to target:
 - i. New York – 1,758,046 visitors in 2011
 - ii. Chicago – 409,586
 - iii. Philadelphia – 397,463
 - iv. Boston – 301,428
 - v. Atlanta – 264,542
 - vi. Washington, DC – 193,419
 - b. DMOs (GMCVB, Visit Florida, BRAND USA) – as partners for the Town of Surfside sales and marketing outreach programs
 - c. Group leisure travel tour operators
 - d. Meeting Planners for smaller meetings
 - e. Affinity groups

- f. Destination Management Companies (DMCs) are specialists in the organization of incentives, meetings, conferences and events for incoming groups to a destination by offering unique local knowledge. For more information, visit Association of Destination Management Executives International at <http://www.adme.org/dmp/adme-in-focus.asp>
 - g. Destination events (wedding, ceremonies, etc.)
 - h. Domestic Travel Media for PR (trade and consumer)
3. Types of Travel - International and Domestic
- a. Leisure – FIT and Group
 - b. Business and small Meetings/Conventions
 - c. VFR – ambassadors for Surfside
 - d. Cruise ship Passengers – pre- and post- visitations
 - e. Destination Weddings and other celebrations

Travel and Tourism Trends

It is important to stay on top of travel trends not only during the planning phase but also in the implementation phase. The Audit Report identified the current trends and their significance to the Town of Surfside. A summary of travel trends from the Audit is as follows:

- Travelers are interested in “good deals” for the investment and value.
- Social Media and Mobile Marketing must be part of the tourism-media mix.
- Culinary travel continues to be hot, as does cultural tourism and health and wellness.
- VFR and multi-generational travel continue to be important target markets.

Competition

Competition to the Town of Surfside can be viewed in several ways. From a global perspective, any place in the world that offers a beautiful beach environment could be considered competitive. However, to try and “compete” with other international and domestic beach destinations would be cost prohibitive and should be left to the sales and marketing efforts of the Greater Miami Convention and Visitors Bureau (GMCVB).

From a local perspective, any of the barrier island municipalities could be considered competitive. However, instead of trying to go head-to-head with them, it is much smarter to work with them in a cooperative effort through the GMCVB. Additionally, there are communities that are very active in the travel trade industry who are willing to work with Surfside in some cooperative efforts. The term used is “**co-opertition**” and this should be pursued with communities such as Sunny Isles, whose Tourism and Marketing Council might partner with the Surfside Tourist Bureau on projects with the GMCVB. Special effort should also be undertaken to create a partnership with the Village of Bal Harbour and the Bal Harbour Shops.

Expansion of the Bal Harbour Shops

Just north of 96th Street and Downtown Surfside are the world-famous Bal Harbour Shops. The International Council of Shopping Centers last year deemed the Bal Harbour Shops the most productive luxury shopping center in the world. In 2012, the 450,000- square-foot mall hit a record with sales of nearly \$2,730 per square foot — more than six times the national average.

A plan for expansion in the near future would create another 225,000 square feet including more small luxury retail, a potential department store and a luxury movie theater.

Shopping and dining activities at the existing and expanded Bal Harbour Shops will not directly impact resort tax receipts in the Town of Surfside as the restaurants there do not pay resort taxes to the Town. However, indirect benefits include increased visitation to Surfside hotels and to Downtown Surfside restaurants and businesses, which will positively impact the Town's resort taxes. The proximity of the Bal Harbour Shops is an enormous asset to all future tourism efforts.

If a Business Improvement District (BID) is created by Downtown Surfside property and business owners, the new organization could identify marketing and business recruitment programs that complement those of the Bal Harbour Shops. Given the luxury market of the Bal Harbour Shops, Downtown Surfside is not likely to directly compete for retail tenants, but if complementary programs are created, existing and new tenants – perhaps with an “affordable luxury” strategy – could benefit from customers that would visit both the Bal Harbour Shops and Downtown Surfside.

4. Goals & Objectives

Overall Goal of the Strategic Tourism Plan

The overall goal of the 5-Year Strategic Tourism Plan is to provide the Surfside Tourist Board with recommendations for the most effective and efficient way to spend the future resort tax funds. These funds will significantly increase due to the new hotel product coming on line, beginning in FY 2013/14.

Plan Objectives

1. Determine what the “tourism brand” will be for the Town of Surfside.
 - a) To develop a tourism marketing program that will showcase and support the new tourism brand.
 - b) To communicate the brand to the travel and tourism industry as a year-round travel destination.
 - c) To communicate the brand to the traveling consumer.
 - d) To position Surfside as the “one-stop” vacation destination for travelers looking for sun, beach, cuisine and shopping in a relaxing environment.
 - e) Provide consistency in all messaging.
2. Identify marketing efforts to support the efforts of the new hotels coming online by identifying their target markets and type of traveler they intend to reach.
3. Develop programs to expand top producing in-bound markets.
4. Build upon Third Thursdays to create future regular and signature events.
5. Encourage continuation and expansion of the Surfside Turtles Project.
6. Assist the Tourist Board in becoming an advocacy group for tourism-related needs for the community.
7. Recommend research to establish a benchmark for future measurement of success.

5. Tourism Branding, Taglines, and Slogans

The Town of Surfside has many amenities that appeal to international and domestic travelers as well as to local/regional markets.

From the Visit Florida website:

The Town of Surfside encompasses the area from 87th Terrace to 96th Street, and it is situated between the City of Miami Beach to the south and the Village of Bal Harbour to the north. Surfside has earned a truly superb reputation as a family community and destination, offering a wide range of accommodations, resort facilities, shopping opportunities and leisure activities.

Surfside is also within easy range of all of South Florida's world renowned attractions. Surfside is also close to the excitement and action of South Beach, to downtown Miami, to Oleta State Park, Haulover Park and Beach, North Shore Open Space Park, area golf courses, marinas with rental boating and fishing expeditions, and to all area seaports and airports.

For the very best in a community and destination for all of the amenities and activities available under the sun - and the moon - discover the wonders of Surfside, Florida. Surfside has about a mile of public beach that will rival any beach in the world. Surfside's beaches are peaceful, clean, pleasant, safe, and free of commercial intrusion.

Surfside has its own wonderful business and commercial district with fine restaurants, all reasonably priced, and a great variety of stores and services. Hotels and resorts provide accommodations for all tastes and budgets.

All the facts are there, yet Surfside does not have a recognizable brand within the travel and tourism industry, likely due to the fact that there has not been a "tourism product" for several years. However, with the addition of new hotels this is changing, and Surfside will once again become a destination for international and domestic travelers.

There needs to be a clear and distinct brand to effectively communicate the amenities above. What differentiates Surfside from the rest of Miami-Dade and South Florida?

- A very relaxing and low-key environment
- Unique mix of hotel product coming online
- Quaint, historic Downtown area along Harding Avenue
- Amazing location, between Miami Beach and the Bal Harbour Shops
- Central proximity to all Miami-Dade and South Florida attractions

To achieve the tourism marketing strategies and tactics included in this 5-Year Strategic Tourism Plan, the Town of Surfside must create and promote its own unique tourism

brand. The brand must communicate a clear image that identifies Surfside as a distinct destination from other beachside communities in Miami-Dade and South Florida.

Currently, the Tourist Bureau uses a brand, tagline and slogan for its programs:



- SHOP. DINE. STAY
- *Discover the Secret Charm of the Beautiful Beachfront Community*

This is an attractive message, and yet many beachfront communities in South Florida could deliver this promise. The emphasis on shopping might emphasize the proximity to the Bal Harbour shops, but it certainly does not focus on primary amenities that distinguish the Town itself.

The Tourism Brand Discussion

During the planning process, hoteliers, business owners, property owners and residents were asked, “What do you LOVE about Surfside?” Unusually, the response was nearly the same from everyone, including:

- Quaint, small town feeling
- Great walking/pedestrian-friendly experience
- Relaxed, beachy environment
- Feels like a resort – distinct from other areas of Miami-Dade
- Location between Aventura and South Beach
- Personal service at Downtown businesses – long-time clientele
- “Affordable Luxury”

One word jumped out immediately and has been used as a working example of a brand throughout the planning process – the verb, *relax*.

RELAX, YOU'RE IN SURFSIDE

During meetings at which this possible tourism brand was presented with example graphics and photography, attendees were asked to imagine the following:

- Relax, you're in South Beach
- Relax, you're in Aventura
- Relax, you're in Downtown Miami



The result was laughter, every time. If the primary purpose of the tourism brand is to distinguish Surfside from other destinations, it may be time to just – *relax*.

During a meeting held on June 26th for Downtown Surfside property and business owners to discuss the opportunities that could result from creating a Business Improvement District (BID), an attendee questioned whether or not Surfside could deliver on that brand “promise”. “I love it, but is it *relaxing* when my customers have to fight with a broken parking machine before they get to me?”

Great question! A destination must deliver on its brand promise. Similar questions might come to mind:

- Is it relaxing to find parking in Downtown Surfside?
- Is it relaxing to walk across Collins Avenue from the beach to Downtown Surfside?
- Is it relaxing to cross Harding Avenue?
- Does current signage make it relaxing to find the restaurant or retail shop you’re looking for?

Perhaps not in every way, but Surfside is a relaxing destination with a beautiful beach and charming Downtown, offering the amenities above and an amazing location right in the center of all Miami-Dade and South Florida attractions. A strong tourism brand makes a promise, and Surfside can deliver on this one.

Interestingly, if that promise immediately provokes discussion of how the destination might be made more *relaxing*, this could prove a powerful tool in prioritizing future improvements to the physical environment as well as to future programming, special events and other activities.

Tagline and Slogans

Once a tourism brand has been identified, the Tourist Bureau can plan programs that promote that brand and activities that ensure the destination lives up to the brand promise.

A very general or institutional version of the “relax” brand strategy could be:

SURFSIDE
... South Florida’s most relaxing destination

During a June 26th Downtown Surfside meeting, attendees also questioned this tourism brand by pointing out that the Surfside Tourist Bureau will be marketing to international and domestic markets that “don’t know where ‘South Florida’ is. That could mean Fort Myers.”

Given the importance of the Town’s relationship with the Greater Miami Convention and Visitors Bureau for tourism marketing, and GMCVB’s focus on marketing ‘Miami’ as a destination, it is an interesting point – possibly leading to:

SURFSIDE
... Miami’s most relaxing destination

In the examples above, Surfside is the brand, and *South Florida’s* or *Miami’s most relaxing destination* is a tagline.

In “Destination Branding for Small Cities” (Bill Baker, 2nd edition, © 2012), Bill Baker discusses taglines:

A tagline is a word or short phrase that captures the spirit of the *Destination Promise* and brand essence. The tagline can be a tease, a short descriptor, a call to action or an explanation, and succinctly stated in no more than five words. You may choose to create one to support the destination or place name and logo, although this is not essential. That’s right. A tagline is optional.

A stronger statement of brand would be the one introduced in the section above:

RELAX, YOU’RE IN SURFSIDE

This tourism brand is complete – the “call to action” is included in the brand statement itself – guests are encouraged to relax. There is no need for a tagline. This brand could, however, be enhanced and targeted for more effective marketing by introducing a slogan.

Again from “Destination Branding”:

... a slogan differs from a tagline in that a slogan is typically developed specifically for an advertising campaign and has a limited use.

During public meetings and group discussions regarding a tourism brand for Surfside, possible slogans were introduced, including example graphics and photography (not from Surfside). The first one reflects the desire stated by almost everyone to position Surfside as a very distinct destination in the Greater Miami and the Beaches market:



This accurately reflects branding discussions during the Strategic Tourism Planning process. However, it could be seen as negative to the destination of Greater Miami.

A more general or institutional version of the brand:



This might, however, prove too dull for a tourism marketing campaign. Perhaps a more effective (and diplomatic) brand and slogan might be:



As future marketing programs are developed, other slogans might be used to promote the brand and specific activities such as dining and shopping in Downtown Surfside:



As the examples above demonstrate, graphics and photography are key to the development of any marketing campaign. (Above photography is used as an example only and is not from Surfside.) The Tourist Bureau staff should work with future graphic design and marketing resources to finalize the tourism brand and create first- and future-year tourism marketing campaigns.

Finally, it is important to understand that the tourism brand developed as a result of implementation of this 5-year Strategic Tourism Plan is not a "place brand" for the Town of Surfside.

Once again, from "Destination Branding", developing a place brand may be based on a need to:

- Redefine and strengthen the city's competitive identity.
- Foster a more accurate contemporary and positive image.
- Provide a unifying and strategically focused decision-making framework to guide how the place presents itself.
- Generate improved results for tourism, investment and recruitment ROI.
- *Stimulate pride in the Town and a renewed sense of purpose*

The tourism brand fulfills, at least in part, the first four needs, but a place brand would need to resonate not only with the visitor market but also with Surfside residents, business and property owners, employees, and visitors from the local/regional market. Adopting a place brand would require a concerted effort by the Town to review the tourism brand and identify the potential benefits of creating a brand for the community as a whole.

6. Five-Year Budget

The budget projections on the following page assume that the Grand Beach Hotel begins operations in January 2014 and that the Marriot Residence Inn at 92nd Street begins operations in October 2014.

Roll out of the travel and tourism marketing program from a financial perspective is detailed on the spreadsheet above with the costs associated with each category. This will be presented in two formats:

- Projected budget for five years in spread sheet format
 - In the Town of Surfside format (below)
 - In a more detailed format for the Tourist Board – Appendix A
- Tourism Plan Tactics Flowchart – details the fiscal year, tasks, costs, and who is responsible. (Appendix B)

	FY11/12 Actual	FY12/13 Adopted	FY12/13 Projected	FY13/14 Projected	FY14/15 Projected	FY15/16 Projected	FY16/17 Projected	FY17/18 Projected
Line Item Prefix 102-0000-								
312-1200 Two Percent Resort Tax	\$ 108,624	\$ 90,152	\$ 90,152	\$ 108,205	\$ 110,152	\$ 115,152	\$ 120,152	\$ 120,152
312-1400 Four Percent Resort Tax	\$ 68,438	\$ 81,940	\$ 81,940	\$ 142,266	\$ 331,940	\$ 381,940	\$ 406,940	\$ 431,940
Total Resort Tax (34%)	\$ 177,062	\$ 172,092	\$ 172,092	\$ 250,471	\$ 442,092	\$ 497,092	\$ 527,092	\$ 552,092
361-1000 Interest Earnings	\$ 27							
366-1400 Developer Contributions				\$ 34,000	\$ -	\$ -	\$ -	\$ -
369-8500 Resort Registration Fees	\$ 2,300	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
369-9000 Other Miscellaneous Revenues	\$ 5,804	\$ 28,530	\$ 28,530					
392-0000 Use of Restricted Fund Balance		\$ 27,189	\$ 101,039	\$ 35,941				
Total Other Funds	\$ 8,131	\$ 58,719	\$ 132,569	\$ 72,941	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
TOTAL FUNDS	\$ 185,193	\$ 230,811	\$ 304,661	\$ 323,412	\$ 445,092	\$ 500,092	\$ 530,092	\$ 555,092
Line Item Prefix 102-8000-552								
1210 Regular Salaries	\$ 18,623	\$ 38,720	\$ 42,858	\$ 39,882	\$ 41,078	\$ 42,310	\$ 43,580	\$ 44,887
1410 Overtime	\$ 68			\$ -	\$ -	\$ -	\$ -	\$ -
2110 Payroll Taxes	\$ 1,419	\$ 2,963	\$ 3,279	\$ 3,052	\$ 3,143	\$ 3,238	\$ 3,335	\$ 3,435
2210 Retirement Contribution	\$ 754	\$ 1,801	\$ 1,801	\$ 1,855	\$ 1,911	\$ 1,968	\$ 2,027	\$ 2,088
2310 Life & Health Insurance	\$ 1,484	\$ 4,428	\$ 4,428	\$ 4,561	\$ 4,698	\$ 4,839	\$ 4,984	\$ 5,133
2410 Workers Compensation	\$ 53	\$ 111	\$ 111	\$ 114	\$ 118	\$ 121	\$ 125	\$ 129
Total Personal Expenses	\$ 22,401	\$ 48,023	\$ 52,477	\$ 49,464	\$ 50,948	\$ 52,476	\$ 54,050	\$ 55,672
3110 Professional Services	\$ 17,592	\$ 13,600	\$ 13,600	\$ 6,800	\$ 6,800	\$ 6,800	\$ 6,800	\$ 6,800
3410 Other Contractual Services		\$ 25,000	\$ 94,000	\$ 63,000	\$ 96,000	\$ 114,000	\$ 126,000	\$ 126,000
4110 Telecommunications	\$ 245	\$ 780	\$ 780	\$ 803	\$ 828	\$ 852	\$ 878	\$ 904
4111 Postage	\$ 1,505	\$ 1,000	\$ 1,000	\$ 1,030	\$ 1,061	\$ 1,093	\$ 1,126	\$ 1,159
4403 Equipment/Vehicle Leasing	\$ 3,970	\$ 2,495	\$ 2,891	\$ 2,570	\$ 2,647	\$ 2,726	\$ 2,808	\$ 2,892
4601 Maintenance Serv/Repair Contracts		\$ 1,500	\$ 1,500	\$ 1,545	\$ 1,591	\$ 1,639	\$ 1,688	\$ 1,739
4611 Miscellaneous Maintenance								
4810 Promotional Activities	\$ 146,677	\$ 108,913	\$ 108,913	\$ 172,500	\$ 223,500	\$ 284,500	\$ 366,500	\$ 366,500
4911 Other Current Charges	\$ 5,586	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
5110 Office Supplies	\$ 411	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
5290 Miscellaneous Operating Supplies	\$ 395	\$ 1,500	\$ 1,500	\$ 2,000	\$ 3,000	\$ 5,000	\$ 5,000	\$ 5,000
5410 Subscriptions & Memberships				\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
5420 Conferences & Seminars				\$ 273,948	\$ 359,127	\$ 440,310	\$ 534,500	\$ 534,695
Total Operating Expenses	\$ 176,381	\$ 182,788	\$ 252,184	\$ 273,948	\$ 359,127	\$ 440,310	\$ 534,500	\$ 534,695
6210 Buildings								
TOTAL EXPENSES	\$ 198,782	\$ 230,811	\$ 304,661	\$ 323,412	\$ 410,074	\$ 492,787	\$ 588,550	\$ 590,367
NET	\$ (13,589)	\$ -	\$ -	\$ 0	\$ 35,018	\$ 7,305	\$ (58,458)	\$ (35,275)
FUND BALANCE	\$ 173,018	\$ 145,829	\$ 71,979	\$ 36,038	\$ 71,056	\$ 78,361	\$ 19,903	\$ (15,372)
"DISCRETIONARY FUNDS"	\$	\$ 124,013	\$ 124,013	\$ 240,000	\$ 325,000	\$ 406,000	\$ 500,000	\$ 500,000

A summary of recommendations is below:

Year One (FY 2013/14):

- Issue Requests for Qualifications (RFQs) to identify “Contractual Services” resources to work with the Tourism Bureau staff to implement the Strategic Tourism Plan. This includes a Graphic Designer, Marketing Resource, and a Tourism Sales Consultant.
- Select the firms or individuals who will work as a contracted service.
- Develop the tourism brand and graphics package. Plus, monitor production, printing and delivery of the graphics package.
- Develop the “infrastructure” to implement a tourism marketing program.
- Hire website company and redesign website.
- Initiate Public Relations, Social Media, and travel websites programs.
- Renew GMCVB membership.
- Work with the GMCVB to bring in FAM tours.
- Develop databases for E-newsletter communications.
- Form “networks” and develop partnerships to make things happen.
- Continue to advertise in the GMCVB Visitors Guide.
- Launch the tourism brand with the four trade shows and two sales missions identified in Appendix H.
- Continue to work with the Grand Beach Hotel to represent the Town of Surfside at Trade Shows for at least the first fiscal year.
- Update sales sheets and create sales and press kits.
- Schedule the reservation agent training programs and sales calls to tour operators.
- Work with the Downtown Surfside business owners and proposed BID, if created.
- Reprint the Downtown business directory.
- Develop future public programming and special events strategies and enhance Third Thursdays.
- Continue and expand the Surfside Turtles project and identify new and creative ways to promote it.
- Launch a street banner program.
- Attend the FL Governor’s Conference on Tourism.
- Work with the GMCVB on hosting an event for La Cita.
- Monitor the progress of DestinationMiami.org.
- Conduct annual evaluation and update to the Strategic Tourism Plan.

Year Two (FY 2014/15) – above, plus:

- Launch mobile media initiative (only in partnership with BID or Downtown businesses).
- Launch sweepstakes with key travel website.
- Develop booking incentives with key tour operators.
- Increase participation in appropriate travel trade shows, missions and events.
- Schedule Reservation Agent training programs.
- Develop packages.
- Continue to focus more on international – translation of sales sheets, signage.

Year Three (FY 2015/16) – above, plus:

- Launch the in-market/post-arrival ad campaign.
- Enhance trade show schedule.
- Start to build the niche market programs.
- Launch a concierge outreach program.
- Launch an annual seasonal event.

Year Four (FY 2016/17) – above, plus:

- Initiate a QR code program.
- Improve the trade show display.
- Design a new consumer brochure.

Year Five (FY 2017/18) – above, plus:

- Continue on-going enhancements and audit of programs.
- Consider full-time in-house staffing for programs.
- Conduct 5-Year evaluation and update to the Strategic Tourism Plan.

7. Strategies

The overall strategy of the 5-Year Strategic Plan is to promote tourism to Surfside through Owned, Earned and Paid media channels that promote a new tourism brand. As the budget continues to grow, so will the ability to promote the Town of Surfside to the target markets.

Owned, Earned, and Paid Media

A Tourism Plan for a destination includes many strategies and there can be significant overlap of programs. Therefore, there are many ways to divide the contents of the Plan. One way to separate strategies is into the categories of Owned, Earned, and Paid media channels:

Owned Media: Promotion channels that you control, such as your website, Facebook Page and Twitter account.

Earned Media: Positive publicity gained through public relations and promotional efforts other than advertising.

Paid Media: Positive publicity gained through paid advertising, participation in trade shows, and other promotional efforts that require expenditure on the part of the tourism organization.

5-Year Strategic Tourism Plan Strategies

- Utilize a combination of Owned, Earned and Paid media channels to maximize effectiveness of tourism marketing and sales programs.
- Maximize effectiveness of resort tax funds by reaching tourist markets through Owned media first, then Earned and Paid media.
- Utilize Owned and Earned media channels, including the Tourist Bureau and Town websites, Facebook, Twitter and any partner sites to distribute information about upcoming events, activities, retailers and specials.
- Continue to develop public programming and special events for the Town of Surfside.
- Develop campaigns, based on the new tourism brand and supporting message points, to market to international and domestic tourism trade and consumers, as well as to local/regional markets.
- Participate in and support programs to increase business in the restaurants and retail shops in Downtown Surfside.
- Encourage a high level of customer service in hotels and Downtown Surfside businesses.

8. [Tactics](#)

Introduction to Tourism Marketing Tactics

Tourism strategies are achieved through implementation of specific tactics. Owned, Earned and Paid media strategies, identified in the section above, will be presented here via “Pre-Arrival” and “Post-Arrival” tactics.

Pre-arrival tactics are important because travelers make most of their decisions about where they are going and what they are going to do in a destination before they actually make the trip. This is due, in part, to the high percentage of consumers researching their travel on line.

Seventy-five percent of travelers decide on activities before arrival (90% of which are researched online). These travelers are more lucrative as they stay 1-2 days longer and spend 25-50% more during their stay than those who did not arrive with a pre-determined itinerary. Consumers investigate travel websites, destination websites, online travel agents (OTAs), traditional travel agent sites and the supplier sites as well. While pre-arrival marketing is traditionally more costly, it is important to create brand recognition prior to a person taking the trip.

Post-arrival tactics target visitors after they arrive at the destination. These tactics work to ensure the visitor is aware of and takes advantage of all there is to do in the Town of Surfside. Travelers with a pre-awareness about Surfside will be more apt to respond positively when seeing something in a visitor publication or hearing about Surfside some other way.

Pre-Arrival Tactics – Trade and Consumer

Owned Media

[Website](#)

The website is the “voice” of the brand. Most sales efforts will direct both consumers and the trade to the site for more information. This is the most efficient and effective way to disseminate a large amount of information.

For the first fiscal year, continue with enhancements to the “Shop.Dine.Stay” site, which the Tourist Bureau staff and consultants have been maintaining. Enhancements should include a page dedicated to the trade. As the budget grows, there will be opportunity to launch a new, more content-rich dynamic site that will communicate the new tourism brand. Additionally, Search Engine Optimization (SEO) and Search Engine Marketing (SEM) strategies will need to be developed for increased visibility and presence.

Appendix C – This will provide the suggested outline for both the enhancements to the existing site as well as for the new website.

Social Media

Social Media is among the fastest growing and changing methods of reaching both the trade and consumer. In fact, social media and blogs reach 80% of the U.S. internet users. An integrated social media plan should be a part of any destination's marketing plan.

Research has shown that travelers are currently engaging in social media to plan their travel and are seeking advice and opinions of friends and destinations on social media. They are continually looking to build relationships with destinations by participating socially before, during and after their trip.

Tour Operators are harnessing the power of social media when they reach out to new travelers, as well as when communicating with other industry leaders (CVBs, DMOs, hotels, and attractions) during the planning and execution stage. Retail travel agents' use of social media is growing as they use the platforms to connect with clients. Also, nearly every travel and tourism trade show includes social media, and the Tourist Bureau can link to every show they may consider participating in to start the conversation. Links to some shows are provided in Appendix H, the list of trade shows.

Utilizing social media should be part of the first fiscal year's program and then should continue to grow and expand each year. Care must be taken to make sure the marketing efforts are quickly adapted to the new and ever-changing social media channels.

Due to public records requirements for municipal governments in Florida, the Tourist Bureau will need to work with the Town Attorney to create procedures for social media. Many communities in Florida currently use social media with great success to promote events and other activities.

For more information on social media marketing and stats, visit "More Social Media Marketing Facts and Stats" at: <http://goo.gl/eS0Xo>

Facebook

For both the trade and consumer, Facebook is still very active with the 25+ year olds who enjoy the conversation and who also travel. Travelers like to share their travel experience on Facebook. It is recommended to develop a Facebook strategy to reach these travelers and to start and maintain a conversation with them. Facebook tactics could include:

- Study key words to increase conversation and searchability.
- Design and implement a media calendar with engaging and relevant posts.
- Include tactics that increase awareness such as contests, giveaways, trivia, and questions that enhance brand involvement and excitement.
- Reach out to trade through the social pages of established organizations and trade shows.
- Interface with restaurants and retail shops in Downtown.
- Integrate with other forms of social media, thereby providing a broad-based, cohesive plan.

Twitter

Twitter is a way to communicate a great deal of information in a succinct way. It is important that all tweets have something that sets them apart so that the brand message comes through in the tweets. Twitter is useful for announcing events and reminders, such as public programming and special events, in a short and catchy style. It is helpful to think of one tweet, 140 characters, in two parts: the first half of a tweet is an enticement to get the reader to act on the second half of the tweet, which sometimes is a link to a page with more information on an event or place or a multimedia offering such as a picture or a short video.

The Tourist Bureau could use a Twitter account to not only promote events, but also restaurant and retail promotions, even weather updates to bring guests outside to the beaches. Hashtags for future festivals could be useful to promote the event and also track the public's interest and involvement in it. Re-tweeting from shops, organizations, and event attendees creates bonds between the Town and its vendors, locals, and tourists. Everyone likes a re-tweet, or even a favorite tweet; it shows that someone is reading – and you are likely to get the favor reciprocated.

LinkedIn

A LinkedIn strategy can ensure that all businesses and key staff are actively involved on LinkedIn and participate in group conversations, especially as they relate to tourism. Other tactics may include a robust Downtown business page as well as maximizing the use of this platform's special features. Reaching out to trade through group participation is imperative.

Pinterest

Eighty percent of Pinterest users are women, and research shows that women make 70 percent of the travel decisions. This makes Pinterest a perfect social media platform to reach consumers and drive awareness with trade buyers. Strategy: Build awareness of the shops, restaurants, hotels and general area.

Tactics potentially include:

- Post relevant shopping, dining, hotel development and general interest content, as well as photos and videos.
- Create boards that provide solutions and suggestions to travelers.
- Craft boards and content that speaks to trade solutions.
- Direct interest to other social channels providing a strategic circle of communication.

QR codes

Implement a Quick Response (QR) code strategy to drive business to shops during pre-arrival and during the visitor's stay. QR code tactics include:

- Assist in way-finding and scavenger hunts.
- Provide discounts, knowledge or assistance to visitors.
- Supplement contests and branding initiatives.
- Initiate the use of QR codes at trade shows, and in trade advertising and communication.

E-blasts

An aggressive e-blast campaign should be launched with the databases generated from trade shows. For appointment based shows, whenever possible, e-blasts are sent in advance to encourage tour operators to request an appointment time with Surfside, generating a "mutual request." Such mutual requests carry the greatest weight when organizers are prioritizing and setting appointment schedules. Also, it is important to send follow-up e-blasts after the show.

Recently, the Tourist Board funded participation in World Travel Market Latin America and a database was created, but this database will not be able to be built to any significant size until the trade show phase of this 5-year effort commences. As an alternative, when seeking the Professional Services resources to implement the Plan, one of the requirements could be an extensive database of tour operators and receptive operators.

Earned Media

Public Relations

Public Relations (PR) is one of the most important communication tools for tourism marketing of a destination. Increased competition for the visitor's attention and money, especially in a highly competitive market like South Florida, demands creating awareness of a destination. Images are created by PR through the Internet ("word of mouse"), traditional media, word of mouth and the attitude of the targeted audiences.

Tourism destinations are depending more and more on building their images in the travel and tourism industry through their on line presence. They are developing rich, interactive websites, ensuring their inclusion in free listings on the plethora of travel sites, and becoming first or second on search engines. This is critical because travelers are making decisions where to visit, shop and eat before arriving at their destinations. The Internet makes accessibility to a given market by the consumer incredibly easy and even enjoyable.

Some of the tools of tourism public relations are:

- Press Releases for story pick up “as written” or to generate a new story. Different release angles should be generated for the travel trade than for the travel writer who works for consumer publications and websites.
- Calendar Listing of Events/Promotions.
- Campaign to promote the Surfside Turtles Project.
- Creative e-mail “pitches” designed to persuade reporters to visit.
- Press Kits which provide a wealth of information including quality renderings and photographs as well as information on thumb drives for trade show distribution.
- Participate whenever possible in FAM tours offered by the GMCVB and Visit FL.
- Participate in the Media Marketplaces of national and international tradeshow.
- Special Events like press tours or on-site activities that would be of interest to the media, especially as hotels open, or even before. Hard-hat tours are a favorite.
- Maintain database of local, regional, national and international media contacts.

Implementation of public relations activities is a priority in FY 2013/14 to begin to promote the new tourism brand and refine message points for future Paid Media efforts.

[Travel Websites – Trade and Consumer](#)

There are a number of travel websites available, and they vary in reach and cost. Appendix D details available websites for consideration. The initial roll-out of the program in the first fiscal year should utilize only free to low-cost websites. As the budget grows, so will the opportunity to be more aggressive.

Of the first sites to consider will be the DMOs such as the GMCVB, Visit FL and discoveramerica.com. At the very least, there may be opportunities to upload events and descriptions at no cost. Obviously, the budget will have to be considered before initiating any tile and/or banner advertising programs.

There should also be some promotional opportunities on travel websites, such as sweepstakes that should be considered in future years. Sweepstakes on strategic websites is an excellent tactic to engage the target audience, be it the consumer or the trade. Contests such as “Win a trip to South Florida” can get world-wide visibility if it is compelling enough. Hotel partners should donate room nights and Downtown restaurants donate lunch and/or dinners. Gift cards for shopping sprees would need to be purchased. And to make it more exciting, donations from partner attractions in the area will enhance the overall package.

Partnerships

A key component of any Tourism Marketing Plan is the time dedicated to developing effective partnerships. The first step in any Industry Outreach Program is to identify those travel and tourism associations, attractions, Destination Marketing Organizations (DMOs), Destination Management Companies (DMCs) and other organizations that would make valuable partners.

This will be a Fiscal Year One effort and then continue. Key partnerships to target are as follows:

South Florida Area Industry Associations:

- Hospitality Sales and Marketing Association International (HSMAI):
<http://connect.hsmi.org/SouthFlorida/Home/>
Cost is \$415/year
- SKAL International – worldwide travel and tourism organization:
SKAL Miami Chapter - <http://www.skalmiami.com/>
Club details - location, chapter, etc. - <http://www.siusa.org/ClubDetail.aspx?ClubID=229#>
Cost is \$495/year (includes 4 dinners)
- Florida Restaurant and Lodging Association
<http://www.frla.org/>
Miami Chapter - <http://www.frla.org/chapters/miami-dade>
Cost is \$400/year
- American Hotel and Lodging Association has a chapter in Florida that includes Miami, but there's not much info besides a contact. - <http://www.ahla.com/content.aspx?id=28976>
Cost is \$1500/year
Benefits of membership - <http://www.ahla.com/allied/>
- Greater Miami and the Beaches Hotel Association - <http://gmbha.com/>
Cost is \$450/year
Benefits of membership - http://gmbha.com/content.php?page=Allied_Membership

National Industry Associations:

- Brand USA – options of leveraging matching funds with Brand USA should be explored in future years. www.thebrandusa.com
- RSAA – Receptive Services Association of America
www.rsana.com
Cost is \$600/year

Destination Marketing Organizations (DMOs):

- Greater Miami Convention and Visitor Bureau (GMCVB)
www.miamiandbeaches.com
Cost is \$500/year
- Sunny Isles Beach Tourism and Marketing Association
www.sunnyislesbeachmiami.com/
- Visit Florida
www.visitflorida.com
Cost is \$395./year

Destination Management Companies (DMCs):

A DMC database has been created for South Florida and is included as Appendix E.

Convention Centers:

- Miami Beach Convention Center
www.miamibeachconvention.com
- New convention center at the airport
www.macc.com/

Develop off-site venue programs and spouse programs with the meeting planners who have smaller conventions scheduled.

Hotels:

Strong partnerships have already been established with the new hotels, as well as existing ones. Partnership means supporting each hotel's marketing efforts in order to promote the Town of Surfside, increase occupancy rates and Average Daily Rate (ADR) for the hotels and to increase the sales of restaurants and retail shops in Downtown.

The Tourist Bureau and Surfside hotels can share real estate on each other's websites and social media, participate in trade shows, sales calls and missions together, and participate in each other's e-blasts and more.

Transportation:

Visitors who fly into South Florida and do not rent a car are very likely to want to experience other areas of greater Miami. Taxis can be expensive, and public transportation may not be desirable. A Surfside Shuttle Service would be ideal but might not be practical from a financial perspective. An alternative might be to create a partnership with a transportation company that could become a "Preferred Transportation Company" for Surfside. This service could be available as an "on-

demand” basis for a fee to the traveler, and Surfside hotels could be aware of this service.

The Tourist Bureau should also maintain information regarding which hotels have their own transportation/shuttle busses. This service by hotels, with the possible exception of an airport shuttle, is seen less and less frequently due to high cost.

Cruise Lines:

A conversation has already been started with Intracruises, a company who handles a lot of pre- and post-cruise programs in South Florida. A list of cruise companies is found under Appendix F.

Paid Media

Advertising

There are a number of advertising opportunities: domestic vs. international and trade vs. consumer. The right mix is necessary to accomplish both pre-arrival and post-arrival goals within the existing budget. As the budget increases, the Tourist Bureau will be able to expand reach and frequency.

Attempting to reach the consumer in their market is usually cost prohibitive. Most consumer advertising should be part of the post-arrival strategies. There are, however, some trade possibilities outside the local market, and there may be co-op opportunities with the GMCVB and Visit FL to reach the consumer prior to their visit.

The local tourism publications for South Florida are available in Appendix F.

Trade Shows

Establishing the personal relationship with the tour operator, wholesaler and Receptive Tour Operator (RTO) through participation in the key trade shows will be a critical component of the Strategic Tourism Plan and outreach program. Additionally, trade shows will provide the Tourist Bureau with the most up-to-date information on market trends, including market growth, changing economies of key markets, and the emergence of new markets.

During fiscal year 2013/14, it will be important for the Tourist Bureau to launch the new tourism brand by aggressively participating in several key trade shows. As the budget grows so will the trade show schedule. When possible, the Tourist Bureau should take advantage of leveraging opportunities with the Greater Miami Convention and Visitors Bureau (GMCVB), the Sunny Isles Marketing and Tourism Council, Visit Florida and others.

For the first fiscal year, the Tourist Bureau should participate in four key international trade shows and two sales missions (see Appendix H), all in partnership with the GMCVB. However, there are insufficient funds in the budget to register for these shows

and send a representative. After discussions with the Grand Beach Hotel, it is proposed that the Tourist Bureau pay for only the registration of the four shows and two sales missions. The Grand Beach would send sales staff to represent both the Grand Beach and the Town of Surfside, covering all travel expenses.

The costs displayed in Appendix H for the recommended trade shows and sales missions for FY '13/14, are estimates from the GMCVB. These figures are for registration only and do not include travel expenses that would be covered by the Grand Beach.

This relationship, and future working relationships with other hotels, should be evaluated and explored in subsequent fiscal years as additional shows and sales missions are budgeted and scheduled.

Another opportunity is offered by La Cita, a new Latin American travel trade show to be held annually in the U.S. starting this year. The 2014 show will be in Miami at the Miami Airport Convention Center (MACC). La Cita will likely need to have one of its evening functions at a beach venue. Most delegates will have already been to South Beach a number of times. Hosting an event in Surfside would give the delegates the opportunity to experience a new destination. Conversations regarding this possibility have already been initiated with both the show promoter and with the GMCVB. (See Appendix B)

In addition to the trade show schedules, the following should also be considered:

- Sales calls to key tour operators – this can be done initially with the RTOs located in South Florida. Then, expand to Orlando and eventually NYC as the budget increases.
- Sales Missions – look at opportunities with the GMCVB and Visit Florida as the budget increases. (Several are listed in Appendix H)
- Reservation agent training – as the program progresses. This should be done on-site with a sales kit and PowerPoint as a leave-behind.
- Booking incentives with key operators, online travel agents (OTAs) and airline vacation clubs – offer hotel rooms, gift cards, win-a-trip promotions, etc. to encourage more clients to book in Surfside, especially during low-season times.

Packages

FY 2013/14 should begin with the outreach to Downtown Surfside businesses to develop an incentive program for the hotel concierge to distribute. If a BID is created, the new association can take the lead in this effort:

- Until there is participation by the proposed BID, an incentive piece will have to be a low cost piece, such as a flyer listing discounts and other offers.
- If a BID is created, part of their budget should include a more upgraded incentive piece.

- It will be the role of Tourist Bureau staff and future Professional Services resources to work with Downtown business owners to collect the offers, keep the piece up to date and to distribute to the businesses (hotel concierge and other businesses in the district).

Packages should be included on hotel, business and the Tourism Bureau's websites.

Sales Tools

Sales tools are a component of tactics for both trade and consumer. Consumer sales tools are covered in the Post-Arrival tactics section below. Sales tools for trade should include:

- Sales sheet – sales sheets are used at travel trade shows, missions and calls and as click-throughs in e-blasts. They can be given to Directors of Sales at hotels for them to include in their sales materials. To date, sales sheets have already been produced in English, Spanish and Portuguese. These should be posted on the Tourist Bureau's website as soon as a trade page is added. Once the new tourism brand is approved and graphics determined, then the sales sheet design should be converted appropriately. Also, additional languages should be considered.

Current sales sheet focuses on the new hotel product coming on line and also includes information on the restaurants and retail shops in Downtown Surfside.

Future sales sheets should focus on the new brand as well as other agreed upon message points.

- Thumb drive – logo thumb drives should be produced and two sets made, one for the travel trade including sales sheets and another for the travel media including press releases and images.
- Giveaways – for trade shows, sales missions and sales calls, “chotsky” items that are representative of the brand are good “leave behind” items as gifts. Ideally, there should be two-tiers of gifts...the everyday, lower cost item and then a higher quality item for the more important, higher producing tour operators and media.
- Sales kit – a sales kit is another “leave behind” with all materials packaged in a nice, custom folder. It includes the sales sheet, details about each hotel, brochures and a business card.
- Press kit – also in a branded folder, the press kit should hold press releases from the Tourist Bureau, hotels and Downtown businesses. As with the sales kit, the same information, including video and images, should be available on a branded thumb drive.
- Voucher – incentive piece to drive business to the town to pick up the fulfillment piece, packages, etc.

- Trade Show display – as the budget increases, participation in key trade shows such as IPW with the Tourist Bureau’s own booth vs. partnering with DMOs should be considered.
- Fulfillment Center – use of the Community Center as a Welcome Center.

Niche market programs

- Small Meetings and Conventions – for off-site venue programs. By working with the GMCVB and receiving the list of in-coming conventions, the smaller ones can be identified and targeted with a campaign that shows the venues that are available for meal functions and receptions. Referred to as off-site venues, meeting planners are given options available such as beach parties, the community center (charge a rental fee) and restaurants with either meeting space or who will agree to a “buy-out” and host a reception or dinner.
- VFR (Visiting Friends and Relatives) – From discussions with the Tourist Board, businesses and residents, there appears to be a fairly significant VFR business. The best way to reach this market is through outreach programs that could be created by the proposed BID. For example, a coupon/incentive piece that a BID might develop for the hotel guests can be offered to the local residents to utilize when they have friends and family in town visiting from more than 100 miles away.
- “Stay-Cation” – Typically this is defined as a period during which an individual or family stays home and participates in leisure activities and dining out within driving distance, but sleeps in their own beds at night. However, for the Town of Surfside, the Stay-Cation could be promoted as a mini two to three night holiday for South Floridians within easy driving distance from their home. This is a “shoulder-season” activity when the hotels are willing to drop their rate for the Florida resident. It is marketed just to the local community.
- Cruise Ship Passengers – pre- and post-visitation. The Tourist Bureau can work with tour operators who focus on the pre- and post-cruise business. Initial contact has already been made with Intracruises, a company who contracts with a number of cruise lines. By FY ‘14/15, it is recommended to attend Cruise3Sixty, which is an annual travel trade show that is targeted to the cruise line industry. <http://www.cruise3sixty.com/default.asp> As previously noted, a cruise line contact list is available in Appendix F.
- Destination Weddings and other celebrations – the Town of Surfside with the new hotel product, quaint downtown, fabulous beaches and prime location can become the perfect venue for destination weddings and celebrations. There could be co-op opportunities with the GMCVB and other partners to reach this market.

[Destination Miami 5-year Plan Update](#)

Last year, the GMCVB embarked on a five-year research study and strategic plan. Tourist Bureau staff attended one of the several public meetings. As of this writing, no additional information is available. When it is, it will be posted on:

<http://www.destinationmiami.org/>

Post-Arrival Tactics – Consumer

Owned Media

As with the pre-arrival strategies, Owned media such as the website and social media should be utilized.

[Mobile Media](#)

Fifty percent of all smartphone users use their devices to search the web, and 49 percent use them for social networking. ([HubSpot](#))

While an integral part of any travel experience is now mobile applications (apps), a mobile-friendly website and other initiatives are part of a well-planned social strategy. Tour Operators and professional tour directors are increasingly using mobile devices in the planning and execution stage. Integrate mobile trade initiatives with other social platforms.

[Foursquare](#)

Foursquare is an application for mobile devices that allows users to “check-in” at any locale. Users can add locations and categorize them if they are not already in the system. Users can then compete to be “Mayor” of certain locations and get a certain amount of points and be ranked among their friends who also use the app. Users also check-in to unlock badges in categories from types of restaurants to forms of transportation. Foursquare can be linked to Twitter, Facebook, and other sites as well, so the user’s check-in can be shared on other platforms. Users can also add photos of the location and text with each check-in.

Earned Media

[Concierge Outreach Program](#)

The Tourist Bureau should join the South Florida Concierge Association and develop a concierge outreach program that features the amenities of Downtown Surfside. From the database of association members, an e-blast campaign can be created and directed to the hotels along the beach, both north and south, conveying information about Downtown restaurants and shops, and a program might be created to incentivize concierge recommendations.

Paid Media

Advertising

For Surfside to reach visitors to the South Florida market after they arrive, there are a number of hotel in-room publications visitors look through as soon as they unpack. They range from pocket size guides, which visitors can take with them as they travel the city, to hard cover books which convey a more upscale image. Also, some of the publications are on the concierge desk and not in the hotel rooms.

Advertising in selected targeted South Florida publications allows Surfside to construct its image and message aimed at the tourist and can influence unplanned visits by them. The ads should include special visitor offers and incentives available after they arrive to the destination. The incentives also serve as a tracking mechanism.

Brochures are another form of advertising. They can be given to hotel concierges to present to their guests or inserted into tourist information centers at airports, auto rental facilities, and the GMCVB. The use of CTM Media Group's brochure distribution company is a very effective way to get the message out to the drive market. They should also be available at the community center.

As previously mentioned, local tourist publications are noted in Appendix G.

Sales Tools

While the majority of sales tools needed for an effective tourism sales and marketing program are found under the pre-arrival tactics, the following ones are also necessary for the post-arrival tactics:

- Tourism publications ads – once the tourism brand is determined, appropriate ads for the local tourism publications should be developed. This would phase in during the second or third fiscal year.
- A consumer rack brochure should be developed for local distribution at the hotels and Downtown businesses. This can also be used for the CTM Media Group distribution services.
- A Downtown business incentive piece should be developed, if a BID is created, for the concierge to distribute to drive as much business as possible from the hotel to Downtown Surfside, as opposed to going outside the area for all meals.

Public Programming/Special Events

One of the most challenging and labor intensive marketing activities can be creating and staging public programming and special events. The Tourist Board should plan existing and future events based on the objectives, strategies, and tactics identified in this 5-Year Strategic Plan and focus on programs and events that will best celebrate and reinforce the new tourism brand.

Third Thursday Events

The Surfside Tourist Board currently funds “Third Thursday” events in the Downtown Surfside area from November through April. These monthly events improved in quality and participation during the current fiscal year (2012/2013) and included the addition of food trucks.

Third Thursday events should be continued and enhanced in future years. This should include focused advertising efforts, beginning in FY 2013/2014, in local/regional media, such as New Times and Miami Herald, in keeping with the new brand.

Downtown restaurants and other businesses that are open in the evening should be encouraged to take a more active part in future events. If property and business owners create a Business Improvement District (BID) in the future, the BID could take the lead in encouraging restaurant and business participation in Third Thursday events.

Future Public Programming/Special Events

Future programming should include a unique signature event as well as regular quarterly and annual entertainment and festivals. Future events must support and promote the new Surfside tourism brand.

- FY 2013/14 – Tourist Bureau staff should create an RFQ or RFP to identify a roster of events management resources. The greatest emphasis for the next fiscal year should be the promotion and enhancement of Third Thursday events. Based on the final 5-Year Strategic Plan, the Tourist Board should develop an overall plan for programs and events that are likely to commence in future years.
- FY 2014/15 – Launch a new Season Kick-off Event (October/November) to fully integrate the new tourism brand into all aspects of the tourism sales and marketing program. This should include a street banner program along Collins and Harding Avenues.
- FY 2015/16 – Launch an annual Signature Event that will become an annual event known by the region to be owned by the Town of Surfside.






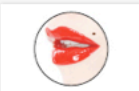


As with Third Thursday events, downtown restaurants and businesses should be encouraged to participate in future programs and events. If a BID is formed, the new association could take the lead.

“Miami Temptations” – Greater Miami & the Beaches Monthly Promotion Strategies

The GMCVB has created an annual calendar of promotions, from February through November, known as “Miami Temptations”. Working with the GMCVB, the Tourist Bureau could explore opportunities for future public programming and special events in the Town of Surfside.

Participating organizations create unique events according to a theme, such as the recent (June 2013) “Kisses in Miami” campaign. However, specific events that require special offers from local businesses, such as the upcoming Miami Spice (August/September) might better be seen as opportunities for Surfside hotels and Downtown businesses, especially if a Business Improvement District (BID) is created.

Shopaholic, film fanatic, golf nut, art buff, hopeless romantic, spa freak, foodie, kid at heart, music hound? No matter your vice, the Greater Miami Convention & Visitors Bureau organizes carefully crafted, money-saving programs to indulge your every whim.

FEB  SHOP MIAMI MONTH Miami is known worldwide as a shopper's paradise. Shop Miami Month celebrates Greater Miami and the Beaches' leading retail destinations. Learn More	MAR  MIAMI FILM MONTH With a Miami Film Month pass experience spectacular film festivals and art cinemas at a great price. Learn More	APR  MIAMI GOLF MONTH Enjoy special offers at our renowned golf resorts and courses. Learn More
MAY  MIAMI MUSEUM MONTH Experience the area's inspiring museums while taking advantage of special offers. Learn More	JUNE  MIAMI ROMANCE MONTH The perfect month and place to celebrate a new romance, rekindle an old flame or tie the knot. Learn More	JUL- AUG  MIAMI SPA MONTH Miami is the perfect spot for pampering while enjoying special treatments for \$99 at Miami's premier spas. Learn More
AUG-SEP  MIAMI SPICE Savor some of Miami's most spectacular cuisine when top restaurants offer mouth-watering meals at incredible savings. Learn More	OCT  MIAMI ATTRACTIONS MONTH Experience the many unique attractions and enjoy special discounts on admission to Miami's top attractions. Learn More	NOV  MIAMI LIVE MUSIC MONTH Celebrate our live music scene as we promote our diverse live music venues and the musicians that play in them. Learn More

Tales of the Surfside Turtles

January 2013 - June 2014



Tales of the Surfside Turtles is a whimsical and fun public art initiative produced by the Town of Surfside through its Tourist Board and resort tax funding. The "tours de turtle escapade" features 17 five-foot fiberglass turtles, designed by local artists. Turtles are sited at entrances to the Town, at beach ends, in front of the Community Center and throughout the Downtown business district to delight residents and visitors alike.

The project has been a success in attracting the attention of visitors to Surfside. A map of locations is available, and is included on the Tourist Bureau website. A public relations effort to promote the Tales of the Surfside Turtles should be undertaken as part of FY 2013/14 marketing efforts.

The Tourist Board is considering extending the life of the project, currently scheduled to end in 2014. If the project is extended, it is likely to continue to attract the attention of tourist and local/regional visitors to the Town.

Downtown Surfside Activities and Improvements

Streetscape Improvements

In June 2012, the Town of Surfside Commission approved streetscape improvements for the Downtown Surfside area. Improvements include planting of Medjool date palms along Harding Avenue and landscape improvements to sidewalks at mid-block pedestrian crossings.

This project will improve the appearance of the Downtown area, making it more attractive for tourists visiting the new hotels as well as for residents and visitors from the local/regional markets.

A Business Improvement District (BID) for Downtown Surfside

Property and business owners in the Downtown Surfside area are exploring the opportunities offered by a Business Improvement District (BID). A BID would be funded through an assessment on Downtown property owners and could fund district improvements and local/regional marketing efforts as well as other programs as identified by property and business owners.

If the BID moves forward, the Tourist Bureau should work closely with the new association formed to manage the BID. Many programs, especially marketing efforts, would overlap with those of the Tourist Bureau, and much could be gained by working together to reinforce the new brand.

A future BID could take the lead in encouraging Downtown restaurants and businesses to participate in Tourist Bureau events and activities.

Creating a Customer Service Environment

The friendliness of a community is important, as “customer service” has become a lost art in our society. The Town of Surfside could stand out in this area by offering customer service training to Town employees who are out in public wearing any kind of uniform and making this training available, as well, to area hotels and Downtown businesses.

The objective should be to create a customer friendly environment that encourages visitors in Downtown Surfside to stay longer and spend more money. In the future, a secret shopping and diner program in Downtown could be developed with the intent of improving customer service.

9. Operational Issues

Access

The Town of Surfside is conveniently served by both Miami International and Fort Lauderdale/Hollywood International airports. Access to the barrier island community is primarily from the Julia Tuttle Causeway (Miami/Miami Beach), John F. Kennedy Memorial Causeway (Miami/Miami Beach), and Broad Causeway (North Miami/North Bay Village/Bal Harbour-Surfside).

The primary highway is Florida State Road A1A, which operates as a north-south corridor through the Town in a “one-way-pair” configuration north along Collins Avenue and south along Harding Avenue. With three lanes of traffic in each direction, the corridor is challenging for pedestrians and inhibits the vitality of the Downtown area.

The Town should work with the Florida Department of Transportation to continue to find ways to slow traffic through the community and identify improvement projects to enhance the area as pedestrian-friendly. Future projects should strive to provide the sense that the community of Surfside is a “place you go to, not a place you go through.”

Transportation & Parking

The Town of Surfside is well served by public transit.

- Miami-Dade Transit
 - Route 107/G (Surfside – NW 163rd/165th Streets)
 - Route 108/H (Surfside – NE 191st Street)
 - Route 119/S (Downtown – Aventura Mall)
 - Route 115 (Miami Beach/Mid-North Beach)
 - Route 120 (Beach Max: Downtown - Aventura)
- Town of Surfside Shuttle Bus/Circulator
- Future Shuttle/Trolley/Local Transportation

The Town of Surfside has conducted a thorough Parking Study of the Downtown area. The Town Commission has accepted the report. Adequate parking will be available for guests in existing and future hotel properties.

Parking for the local/regional market will be addressed by the Town Commission in the future. The Town is currently exploring the benefits of creating of a Business Improvement District (BID) for the Downtown area. Parking will be a high priority of future business owner and property owner discussions regarding efforts to improve the Downtown Surfside area.

Streetscape & Environment

As described above, the Town Commission has approved streetscape improvements for the Downtown Surfside area. The Town is moving forward to complete the improvements before the 2013/2014 tourist season.

The Town of Surfside and its Downtown district are generally considered safe, and the Town is working with business owners and property owners to improve the appearance of the district through Code Compliance, and Miami-Dade County Mom & Pop grants.

Town of Surfside Community Center

Recently constructed is the new multi-purpose Community Center for the Parks and Recreation Department. Through community input, the center was built with amenities to include a recreational pool with lap lanes, plunge pool and slide, children's activity pool, and Jacuzzi. Additional amenities include two multipurpose rooms to host a variety of activities and programs for all ages. In addition, the facility is equipped with locker room facilities, family restrooms, and a first aid station.

To the east of the center is a green space, the perfect setting for party rentals and community events. Enjoy a snack or bite to eat at the onsite snack bar and grill. Since the opening in June 2011, the Community Center is home to the Parks and Recreation and Tourist Bureau administrative offices.



The Community Center can act as a primary information and Welcome Center and can act as a venue for future events on the Beach. Currently there is discussion of using the Town's future resort tax revenues to expand or add a second floor to the Community Center.

10. Measurement

Since there is no current research that focuses on the Town of Surfside, there are no benchmarks to measure against. Therefore, the base year should be FY 2012/13 (current year). It is recommended that the following items be measured over the five year period of this plan:

- Resort tax revenue collected vs. projected. Break down between the 4% bed tax and 2% food and beverage tax. (The percent increase can be compared with the other municipalities that charge a resort tax as well as with Miami-Dade County resort tax collections.)
- Hotel Occupancy (requires accurate data).
- Average Daily Rate (ADR) (requires accurate data).
- Numbers of attendees to events and benefit to Downtown Surfside businesses as well as to awareness of the new Town of Surfside tourism brand.
- Trade show follow-up – number of shows attended, number of contacts made, number of leads for hotels, and, if hotels will share this information, the leads that turned into sales.
- Package development and sales (requires accurate data).
- Sweepstakes – number of entries each year.
- Voucher programs for FIT travel.
- Small group business, such as travelers coming in for a pre-cruise stay, resulting from leads (requires accurate data).
- Destination/Ceremonial bookings at the hotels (requires accurate data).

11. Annual Review/Plan Update

The Tourist Board, through Tourist Bureau staff, is required to submit an annual report to the Town Commission each year as part of the budgetary process. Beginning in FY 2013/14, the following schedule is recommended:

- March – Tourism Professional Services resources submit to Tourist Bureau staff a report which will include the following:
 - A narrative of what has been accomplished from the Strategic Plan to date, a status report of items in various stages of completion and what is left to do for the current fiscal year.
 - A graph or chart regarding the items identified in the Measurement section above– FY 2012/2013 will become the benchmark year.
 - A budget revision showing year-to-date expenditures within each category as compared to approved budget.
 - An analysis of the sales and marketing program to date and recommendations of any updates/revisions that need to be made to the Plan. This is where new and developing trends can be considered as well as changes in the economies and/or travel patterns from any of the target markets.
- April– Staff reviews and refines the report then submits to the Tourist Board in May.
- May – the Board submits the report to the Town Manager and Commission for review.
- June – Tourism Professional Services resources review a final report with the Tourist Board and propose updates to the 5-Year Strategic Tourism Plan.

12. Tourist Board Governance & Structure

Composition of the Tourist Board

As part of the Phase 1 Audit component of the 5-Year Strategic Tourism Plan, the Town of Surfside Charter and Resort Tax Ordinance and the Mission Statement of the Resort Tax (Tourist) Board were reviewed.

According to the Resort Tax Ordinance:

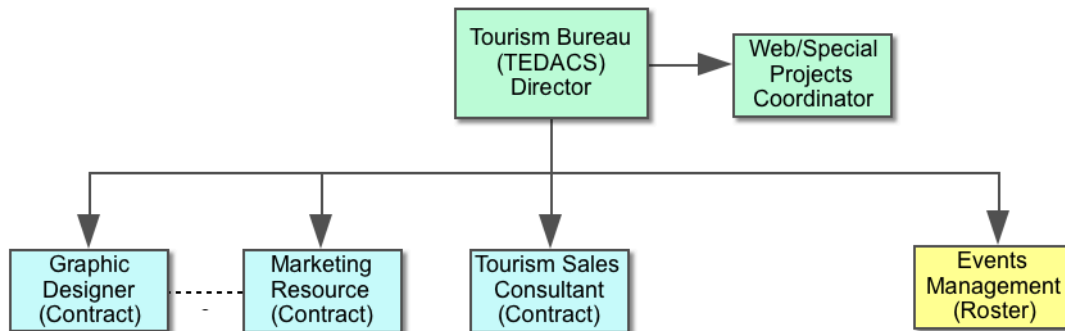
The board shall consist of five members. Each commissioner shall appoint one board member. All appointed board members must be ratified by a vote of the town commission. Any newly elected commissioner has the right to appoint a resort tax board member unless the corresponding appointment has yet to reach the end of their two-year term. Each of the five members shall be persons who either work or reside in Surfside and at least three of the five members shall be persons who have experience in tourism and/or tourism related activities. One town commissioner shall serve as a non-voting ex- officio member of the board.

Given the significant increase in resort tax income in future years and the ambitious tourism marketing strategies and tactics outlined in this 5-Year Strategic Plan, the Town Commission should strive to appoint members with as much tourism experience as possible. With new hotels coming online, it could be advantageous to appoint hotel representatives in the future. This could be achieved through the current structure or through designation of a new seat on the Tourist Board for a representative from a Surfside hotel.

In addition, the importance of a partnership with the Greater Miami Convention and Visitors Bureau (GMCVB) has been emphasized throughout this 5-Year Strategic Tourism Plan. The Town of Surfside should explore maximizing this relationship, which might be achieved in the future by creating a seat on the Board, probably non-voting ex-officio, for a representative from the GMCVB.

Other than these issues, we have no recommendations for possible changes to the resort tax ordinance.

13. Proposed Staffing/Contractual Services



Graphic Designer (contract)

Budget: \$12,000 to finalize the tourism brand, develop logo and complete graphics package.

Future creative expenses should be included within project budgets. For example, advertising design would be included in future budgets for advertising.

1st Quarter:

- Develop the tourism brand and create the logo / graphics package to include stationery, business cards, ad shell, templates for press release, sales sheets, e-blasts, etc. for the Tourist Bureau.
- Upon approval of the logo and graphics package, monitor production, printing and delivery.
- Design and produce the Street Banners (budgeted separately)

Future:

- As needed – include in advertising or other project budget, as above.

Marketing Resource (contract)

Budget: Retainer of \$2,000/month to a firm or freelancer to focus on on-going PR, social media and website enhancements. Retainer could increase in future years.

1st Quarter:

- Work with staff to identify a company to redesign/host the Bureau's website based on approved logo and graphics package:
 - Consumer
 - Events
 - Travel/Trade
 - Media
- Initiate PR, press releases and generate stories:
 - New hotel product
 - Tourist Board events
 - Tales of the Surfside Turtles
 - BID or Downtown restaurant/business activities
- Develop a social media plan and initiate implementation

2nd Quarter:

- Work with staff to expand and enhance Surfside Turtles project.
- Work with staff and Tourism Sales Consultant to support FAM tours to Surfside.
- Initiate tourism advertising, placement and design in order to best promote the tourism brand.

3rd/4th Quarter (ongoing):

- Be responsible for managing tourism related resources such as social media, website developers, graphics arts, etc. that are necessary to accomplish the tactics in the Plan.

Tourism Sales Consultant (contract)

Budget: \$27,000 for nine months, beginning in January 2014 or later, at \$3,000 per month. Retainer should increase in future years.

Tourism Sales Consultant, retained as an outside contracted service, shall report directly to the Tourism Bureau Director to assist with the implementation of the approved 5-Year Strategic Tourism Plan. The Tourist Sales Consultant should attend, whenever possible, the Tourist Board monthly meetings and give a verbal update report monthly and written report quarterly.

1st Quarter – Oct-Dec ‘13 (Staff only – no Consultant):

- Work with GMCVB to identify opportunities in future CBD missions and other programs.
- Prepare for the approved trade shows by handling the registration and getting the collateral material ready.
- Work with Graphic Designer as necessary, for collateral development and enhancement. Update sales sheets and create sales and press kits. Create additional sales tools as necessary and budgeted.
- Work with the organizers of La Cita and the GMCVB to consider hosting an evening function for their show when in Miami Sept. 30 – Oct 3, 2014.

2nd Quarter: Jan – March 2014 (Possibly with a Consultant)

- “Sell and market” the Town of Surfside tourism brand to the travel and tourism trade and consumer.
- Enhance the Tourist Bureau’s website by offering content suggestions to the Tourist Bureau staff.
- Research and recommend travel websites in which to be a part of and strive for as much free exposure as possible on the sites. (See Appendix D)
- Work with the GMCVB and Visit FL to identify appropriate FAM tours to host.
- Update travel and tourism statistics and trends and use both to the benefit of the Town of Surfside.
- Implement Constant Contact, or other e-blast/database management program.
- Monitor the progress of Destination Miami - <http://www.destinationmiami.org/>

3rd /4th Quarters: April – Sep. 2014 (ongoing)

- Coordinate all future trade shows, including registration, booth and material shipping, set up, appointment requests, delegate coordination, fulfillment, and follow-up reports.
- Establish communication with key domestic and international tour operators, online travel agencies and agents to introduce new Town of Surfside tourism brand, programs and amenities.
- Attend the FL Governor’s Conference on Tourism (usually in September).
- Schedule Reservation Agent training programs.
- Initiate sales calls to key Tour Operators.
- Review plan and budget for future initiatives:
 - Hotel packages
 - Sweepstakes with travel websites
 - Booking incentives with key operators
 - Niche market programs
 - Concierge program
- The company/individual must be self-supportive with all office equipment necessary such as computers, fax, printer, smartphones, etc.

Events Management (approved roster of events contractors)

Budget: Include events management expenses in budget for individual events.

- Coordination of Special Events permitting.
- Booking of talent for events.
- Logistics – event set-up and break down.
- Coordination with event vendors.
- Collection of and responsibility for all financial transactions.
- Coordination of sponsorship activation/fulfillment.
- Coordination of safety and security, as required.
- Coordination with local businesses, when required.
- Post-event reporting.

*** May not include marketing or securing event sponsorships.**

*** The Tourist Bureau will want to identify future opportunities for additional funding for future events through sponsorships and event grants.**

First Year Events:

Third Thursdays (December, January, February, March) - 4 events @ \$7,500 each

\$25k set-aside for Downtown/Other Event grants

- \$15k for BID upon approval of BID (January 2014) – or
\$15k for Downtown events upon application
- \$5k for Auto Show, upon application
- \$5k for Other, upon application

Surfside Turtles (Public Art + events + PR) work with Marketing Resource - \$12,500

Street Banner Program (January – soft brand launch: Turtles/Grand Beach) - \$10,000

Contingency – \$5,000

14. [Appendix](#)

Appendices are intended for reference only for the Tourist Bureau and are not specific recommendations, except as noted in the 5-Year Strategic Tourism Plan. Information is intended to provide a useful resource for the Bureau during the implementation phase.

All costs, statistics, contact information, dates, etc. are subject to change by the respective vendor without notice and at any time.

- Appendix A – Strategic Tourism Plan – Five Year Budget Projections, including recommended allocations for FY2013/14 (pages A-1 to A-2).
- Appendix B – Tourism Plan Tactics Flow Chart – This chart details the fiscal years, objectives, tasks, budgets, timelines, and persons responsible (pages B-1 to B-15).
- Appendix C – Possible Outline for future Website Enhancements – offered for discussion purposes only by the Tourist Bureau and Staff (pages C-1 to C-2).
- Appendix D – Travel Websites - This is a comprehensive list for reference only, not necessarily all are recommended for Surfside considering currently identified target markets. The initial rollout of the program in the first fiscal year will utilize only free to low-cost websites. As the budget grows, so will the opportunity to be more aggressive and gain greater exposure (pages D-1 to D-7).
- Appendix E – South Florida Destination Management Companies – These are specialists in the organization of incentives, meetings, conferences and events for incoming groups to a destination and handle local logistics for the travel industry (page E-1).
- Appendix F – Cruises into Miami Port – database of cruise line companies (page F-1).
- Appendix G – Tourism Advertising – list of local tourist publications and contact information for reference (pages G-1 to G-4).
- Appendix H – Potential Travel Trade Shows and Missions – highlighted shows are recommended for the first fiscal year (page H-1).
- Appendix I – Phase One: Audit Report – March 2013 (pages 1-33)



STRATEGIC TOURISM PLAN

APPENDIX

AUGUST 2013



TOWN OF SURFSIDE
TOURIST BOARD



305-864-0722

Appendix

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Appendix A - Five-Year Budget Projections

BUDGET CATEGORY	Year 1 (13/14)	Year 2 (14/15)	Year 3 (15/16)	Year 4 (16/17)	Year 5 (17/18)
CONTRACTUAL SERVICES:					
Graphic Designer	\$12,000				
Marketing Resource	\$24,000	\$36,000	\$36,000	\$48,000	\$48,000
Tourism Sales Consultant	\$27,000	\$60,000	\$78,000	\$78,000	\$78,000
CONTRACTUAL SERVICES TOTAL	\$63,000	\$96,000	\$114,000	\$126,000	\$126,000

PROMOTIONAL ACTIVITIES:					
Pre-Arrival Tactics Trade & Consumer					
Owned Media					
Website	\$10,000	\$5,000	\$5,000	\$5,000	\$5,000
Social Media	\$2,400	\$3,000	\$5,000	\$5,000	\$5,000
QR Codes				\$1,000	\$1,000
E-blasts	\$2,400	\$2,400	\$2,500	\$2,500	\$2,500
Earned Media					
Public Relations (including Fam Tours)	\$2,400	\$5,500	\$6,000	\$10,000	\$10,000
Travel Websites - Trade & Consumer	\$5,100	\$5,100	\$8,000	\$12,000	\$12,000
Partnerships	\$10,000	\$22,500	\$10,000	\$15,000	\$15,000
Paid Media					
Advertising	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
Trade Shows	\$26,700	\$48,000	\$60,000	\$75,000	\$75,000
Packages		\$2,000	\$2,000	\$3,500	\$3,500
Sales Tools	\$5,500	\$8,100	\$4,000	\$12,500	\$12,500
Niche market programs			\$4,000	\$8,000	\$8,000
Total Pre-Arrival Tactics	\$79,500	\$116,600	\$121,500	\$164,500	\$164,500

BUDGET CATEGORY	Year 1 (13/14)	Year 2 (14/15)	Year 3 (15/16)	Year 4 (16/17)	Year 5 (17/18)
Post-Arrival Tactics - Consumer					
Owned Media:					
Mobile Media (BID to match?)		\$2,500	\$2,500	\$2,500	\$2,500
Foursquare					
Earned Media:					
Concierge Outreach Program			\$2,500	\$3,500	\$3,500
Paid Media:					
Advertising (BID to match?)			\$25,000	\$46,000	\$46,000
Sales Tools (BID to match?)	\$3,000	\$3,000	\$3,000	\$10,000	\$10,000
Total Post-Arrival Tactics	\$3,000	\$5,500	\$33,000	\$62,000	\$62,000
Pre and Post Arrival Contingency	\$7,500	\$3,900	\$2,500	\$2,500	\$2,500
Total Pre- and Post- Arrival Tactics	\$90,000	\$126,000	\$157,000	\$229,000	\$229,000
Public Programming/Special Events					
Third Thursday Events	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
Downtown Surfside Merchant/Other Grant Event	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
Surfside Turtles (Public Art & Celebrations)	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500
Future Public Programming/Special Events					
Seasonal Event (eg Auto Show, Italian Festival)	\$10,000	\$15,000	\$15,000	\$15,000	\$15,000
Street Banner Program		\$10,000	\$10,000	\$10,000	\$10,000
Signature Event	\$5,000	\$5,000	\$30,000	\$40,000	\$40,000
Contingency		\$5,000	\$5,000	\$5,000	\$5,000
Total Public Programming/Special Events	\$82,500	\$97,500	\$127,500	\$137,500	\$137,500
TOTAL PROMOTIONAL ACTIVITIES	\$172,500	\$223,500	\$284,500	\$366,500	\$366,500
SUBSCRIPTIONS & MEMBERSHIPS	\$2,000	\$3,000	\$5,000	\$5,000	\$5,000
CONFERENCES & SEMINARS	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
TOTAL "DISCRETIONARY"	\$240,000	\$325,000	\$406,000	\$500,000	\$500,000

Appendix B – Tourism Plan Tactics Flow Chart

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AFY 13/14	OBJECTIVES	TASKS	BUDGET	RESPONSIBLE	NOTES AND ACTUAL COSTS	STATUS/ COMPLETED
	Launch the tourism program by developing the infrastructure:	Issue the RFP and hire the necessary contractual services.	Tourism Sales \$27,000 Marketing \$36,000	Staff	See Section 13 in the Plan for job descriptions and proposed approach for the necessary resources.	
		Renew the CVB membership and plan to attend the Gov. Conf. in 2014.	\$4,500	Staff	This year's Governor's Conference falls within the current fiscal year, prior to the launch of this Plan. However, it is recommended that one staff member attend.	
	Launch the Pre-arrival marketing tactics.	Agree on the brand and communicate that to the marketing company or graphics designer.	-0-	Staff and Tourism Board	Preferred approach is Graphic Designer, unless there is a talented marketing firm available for the same cost.	
		Create the Graphics package.	Part of the above \$36,000 for marketing	Staff with Graphic Designer or Marketing Resource		
		Prep and launch reservation agent training and RTO sales calls.	-0-	Staff and Tourism Board	On-going annual activities.	
		Monitor progress of destinationmiami.org	-0-	Staff and Tourism Board	On-going annual activities.	
		Conduct evaluation process.	-0-	Staff and Tourism Board	On-going annual activities.	

FY 13/14	OBJECTIVES	TASKS	BUDGET	RESPONSIBLE	NOTES AND ACTUAL COSTS	STATUS/ COMPLETED
	Launch the Pre-arrival marketing tactics. Owned Media:	Discuss the website outline and hire website company for new design. Implement the social media program. Launch e-blast campaign to the trade.	\$10,000	Staff and Tourism Board	Initiate the RFP	
			\$2,400	Marketing resource		
			\$2,400	Tourism Sales	Databases from trade shows, local RTOs and DMCs, etc. Staff already has the WTM Latin America database. The DMC list is provided in Appendix E.	
	Launch the Pre-arrival marketing tactics. Earned Media:	Launch the PR campaign with a series of press releases and press kits and work with the CVB on FAM tours.	\$2,400	Marketing Resource with the Tourism salesperson	Work with the GMCVB.	
		Research travel websites and determine most appropriate for available dollars.	\$5,100	Tourism Sales	Appendix D	
		Partnership Development	\$10,000	Staff with Tourism Sales	Section 8, page 31 of the Plan lists the DMOs recommended with which to partner, industry associations, transportation, cruise lines, etc. The budget earmarked for this is for opportunities such as pay-to-play partnership opportunities with the GMCVB, Visit FL, BRAND USA, etc.	

FY 13/14	OBJECTIVES	TASKS	BUDGET	RESPONSIBLE	NOTES AND ACTUAL COSTS	STATUS/ COMPLETED
	Launch the Pre-arrival marketing tactics. Paid Media:	Renew the ad in the GMCVB Visitor's Guide.	\$15,000	Marketing Resource	Graphic Package proposed includes one ad design. Should negotiate value-added editorial and website exposure.	
		Trade Shows prep, registration and collateral.	\$26,700	Staff, Tourism Sales and the Grand Beach	4 trade shows and 2 missions outlined in the Plan under tactics and Appendix H.	
		Develop sales tools for the above trade shows.	\$5,500	Staff and Tourism Sales	New sales sheets based on new brand. Translations into appropriate languages.	
		Continue the discussion with the GMCVB regarding hosting one of the evening functions for La Cita in 2014.	-0-		Gisela Marti VP, Marketing & Tourism GREATER MIAMI CONVENTION & VISITORS BUREAU 701 Brickell Avenue Suite 2700 Miami, FL 33131 Tel: (305) 539.3080 Fax: (305) 539.2985 Mobile: (305) 302.3807 E-mail: gmarti@gmcvb.com	
	Launch the Post -arrival marketing tactics. Paid Media:	Sales Tools – reprint the business directory. Work with downtown business owners and the BID, if created.	\$3,000 -0-	Staff with Event Support Services Staff and Tourism Sales		

FY 13/14	OBJECTIVES	TASKS	BUDGET	RESPONSIBLE	NOTES AND ACTUAL COSTS	STATUS/ COMPLETED
	Launch the Public Programming Efforts based on the new brand.	Public Programming Activation of Third Thursday.	\$30,000	Staff with Event Support Services		
		Downtown merchant event.	\$25,000	Staff with Event Support Services		
		Turtles	\$12,500	Staff with Event Support Services		
		Launch the Street Banner program.	\$10,000	Staff and graphic designer		

FY 14/15	OBJECTIVES	TASKS	BUDGET	RESPONSIBLE	NOTES AND ACTUAL COSTS	STATUS/ COMPLETED
	Continue with the pre-arrival marketing tactics. Owned Media:	Website updates and enhancements.	\$5,000	Staff and Tourism Board		
		Continue the social media program.	\$3,000	Marketing resource		
		Continue the e-blast campaign to the trade.	\$2,400	Tourism Sales		
	Continue with the Pre-arrival marketing tactics. Earned Media:	Enhance the PR efforts.	\$5,500	Marketing Resource with the Tourism sales person	Focus on the FAM tour opportunities.	
		Continue promotion on the travel websites.	\$5,100	Tourism Sales	Appendix D	
		Partnership Development.	\$22,500	Staff with Tourism Sales	Money allocated to hosting an evening function with La Cita. Work with the GMCVB. May need additional financial support from the hotels. Great exposure for the Latin Market. (Contact person is above.) If sufficient funds, launch sweeps and booking incentives, if insufficient funds due to La Cita partnership, do the prep work and launch next year.	
	Continue with the Pre-arrival marketing tactics. Paid Media:	Renew the ad in the GMCVB Visitor's Guide.	\$15,000	Marketing Resource	Should negotiate value-added editorial and website exposure.	
		Trade Shows prep, registration and collateral.	\$48,000	Staff and Tourism Sales	Review all potential shows and based on market conditions, determine which ones to add.	
		Develop packages.	\$2,000	Tourism Sales	Promote packages on the website, GMCVB, etc.	
		Develop sales tools for the above trade shows.	\$8,100	Staff and Tourism Sales	New sales sheets based on new brand. Translations into appropriate languages.	

FY 14/15	OBJECTIVES	TASKS	BUDGET	RESPONSIBLE	NOTES AND ACTUAL COSTS	STATUS/ COMPLETED
	Continue with the Post - arrival marketing tactics. Paid Media:	Launch a mobile media campaign	\$2,500	Tourism Sales	BID should match.	
		Sales Tools – reprint the business directory.	\$3,000	Staff with Event Support Services		
		Work with downtown business owners and the BID, if created.	-0-	Staff and Tourism Sales		
	Continue with the Public Programming Efforts based on the new brand.	Public Programming Activation of Third Thursday.	\$30,000	Staff with Event Support Services		
		Downtown merchant event.	\$25,000	Staff with Event Support Services		
		Turtles	\$12,500	Staff with Event Support Services		
		Seasonal event.	\$15,000	Staff with Event Support Services		
		Monitor Street Banner program.	\$10,000	Staff and graphic designer		
	On-going annual activities:	Reservation agent training and RTO sales calls.	-0-	Staff and Tourism Board		
		Monitor progress of destinationmiami.org	-0-	Staff and Tourism Board		
		Conduct evaluation process.	-0-	Staff and Tourism Board		

FY 15/16	OBJECTIVES	TASKS	BUDGET	RESPONSIBLE	NOTES AND ACTUAL COSTS	STATUS/ COMPLETED
	Continue with the pre-arrival marketing tactics. Owned Media:	Website updates and enhancements.	\$5,000	Staff and Tourism Board		
		Continue the social media program.	\$5,000	Marketing resource	\$2,000 added to the program, possibly outsource? Or, use the funds for FB promotions.	
		Continue the e-blast campaign to the trade.	\$2,500	Tourism Sales		
	Continue with the Pre-arrival marketing tactics. Earned Media:	Enhance the PR efforts.	\$6,000	Marketing Resource with the Tourism sales person		
		Continue promotion on the travel websites.	\$8,000	Tourism Sales	Increase in funding to add more websites.	
		Partnership Development.	\$10,000	Staff with Tourism Sales	Less than the previous year due to hosting the La Cita event in the last fiscal year. Use for sweeps and booking incentives, as well as new partnership development programs.	
	Continue with the Pre-arrival marketing tactics. Paid Media:	Renew the ad in the GMCVB Visitor's Guide.	\$15,000	Marketing Resource		
		Trade Shows prep, registration and collateral.	\$60,000	Staff and Tourism Sales	\$12,000 added to this fiscal year to increase the number of trade shows and missions.	
		Develop packages.	\$2,000	Tourism Sales		
		Develop sales tools for trade shows.	\$4,000	Staff and Tourism Sales		
		Niche marketing programs.	\$4,000	Staff and Tourism Sales	Select the niche(s) from the Tourism Plan that would be the most lucrative and develop a plan to capture that market.	

FY 15/16	OBJECTIVES	TASKS	BUDGET	RESPONSIBLE	NOTES AND ACTUAL COSTS	STATUS/ COMPLETED
	Continue with the Post - arrival marketing tactics. Owned media:	Continue the mobile media campaign.	\$2,500	Tourism Sales		
	Continue with the Post - arrival marketing tactics. Earned media:	Develop and launch a concierge outreach program.	\$2,500	Tourism Sales		
	Continue with the Post - arrival marketing tactics. Paid Media:	Consumer advertising in-market, post arrival.	\$25,000	Marketing resource	Appendix G. Rates are as of summer, 2013	
		Sales Tools – reprint the business directory.	\$3,000	Staff with Event Support Services		
		Work with downtown business owners and the BID, if created.	-0-	Staff and Tourism Sales		
	Continue with the Public Programming Efforts based on the new brand.	Public Programming Activation of Third Thursday.	\$30,000	Staff with Event Support Services		
		Downtown merchant event.	\$25,000	Staff with Event Support Services		
		Turtles	\$12,500	Staff with Event Support Services		
		Seasonal event	\$15,000	Staff with Event Support Services		
		Signature Event	\$30,000	Staff with Event Support Services		

FY 16/17	OBJECTIVES	TASKS	BUDGET	RESPONSIBLE	NOTES AND ACTUAL COSTS	STATUS/ COMPLETED
	Continue with the pre-arrival marketing tactics. Owned Media:	Website updates and enhancements.	\$5,000	Staff and Tourism Board		
		Continue the social media program.	\$5,000	Marketing resource		
		Implement a QR code program.	\$1,000	Tourism Sales	Work with the BID and have them contribute.	
		Continue the e-blast campaign to the trade.	\$2,500	Tourism Sales		
	Continue with the Pre-arrival marketing tactics. Earned Media:	Enhance the PR efforts.	\$10,000	Marketing Resource with the Tourism sales person		
		Continue promotion on the travel websites.	\$12,000	Tourism Sales	Increase in funding to add more websites.	
		Partnership Development	\$15,000	Staff with Tourism Sales		
	Continue with the Pre-arrival marketing tactics. Paid Media:	Renew the ad in the GMCVB Visitor's Guide.	\$15,000	Marketing Resource		
		Trade Shows prep, registration and collateral.	\$75,000	Staff and Tourism Sales		
		Develop packages.	\$3,500	Tourism Sales		
		Develop sales tools for the above trade shows.	\$12,500	Staff and Tourism Sales	Design a new consumer brochure.	
		Niche marketing programs.	\$8,000	Staff and Tourism Sales		

FY 16/17	OBJECTIVES	TASKS	BUDGET	RESPONSIBLE	NOTES AND ACTUAL COSTS	STATUS/ COMPLETED
	Continue with the Post - arrival marketing tactics. Owned media:	Continue the mobile media campaign.	\$2,500	Tourism Sales		
	Continue with the Post - arrival marketing tactics. Earned media:	Continue a concierge outreach program.	\$3,500	Tourism Sales		
	Continue with the Post - arrival marketing tactics. Paid Media:	Consumer advertising in-market, post arrival.	\$46,000	Marketing resource	Appendix G. Rates are as of summer, 2013	
		Sales Tools – reprint the business directory.	\$10,000	Staff with Event Support Services	BID to match	
		Work with downtown business owners and the BID, if created.	-0-	Staff and Tourism Sales		
	Continue with the Public Programming Efforts based on the new brand.	Public Programming Activation of Third Thursday.	\$30,000	Staff with Event Support Services		
		Downtown merchant event.	\$25,000	Staff with Event Support Services		
		Turtles	\$12,500	Staff with Event Support Services		
		Seasonal event	\$15,000	Staff with Event Support Services		

FY 17/18	OBJECTIVES	TASKS	BUDGET	RESPONSIBLE	NOTES AND ACTUAL COSTS	STATUS/ COMPLETED
	Continue with the pre-arrival marketing tactics. Owned Media:	Website updates and enhancements.	\$5,000	Staff and Tourism Board		
		Continue the social media program.	\$5,000	Marketing resource		
		Continue the QR code program.	\$1,000	Tourism Sales		
		Continue the e-blast campaign to the trade.	\$2,500	Tourism Sales		
	Continue with the Pre-arrival marketing tactics. Earned Media:	Enhance the PR efforts.	\$10,000	Marketing Resource with the Tourism sales person		
		Continue promotion on the travel websites.	\$12,000	Tourism Sales		
		Partnership Development	\$15,000	Staff with Tourism Sales		
	Continue with the Pre-arrival marketing tactics. Paid Media:	Renew the ad in the GMCVB Visitor's Guide.	\$15,000	Marketing Resource		
		Trade Shows prep, registration and collateral.	\$75,000	Staff and Tourism Sales		
		Develop packages.	\$3,500	Tourism Sales		
		Develop sales tools for the above trade shows.	\$12,500	Staff and Tourism Sales		

FY 17/18	OBJECTIVES	TASKS	BUDGET	RESPONSIBLE	NOTES AND ACTUAL COSTS	STATUS/ COMPLETED
		Niche marketing programs	\$8,000	Staff and Tourism Sales		
	Continue with the Post - arrival marketing tactics. Owned media:	Continue the mobile media campaign.	\$2,500	Tourism Sales		
	Continue with the Post - arrival marketing tactics. Earned media:	Continue a concierge outreach program.	\$3,500	Tourism Sales		
	Continue with the Post - arrival marketing tactics. Paid Media:	Consumer advertising in-market, post arrival.	\$46,000	Marketing resource		
		Sales Tools – reprint the business directory.	\$10,000	Staff with Event Support Services		
		Work with downtown business owners and the BID, if created.	-0-	Staff and Tourism Sales		
	Continue with the Public Programming Efforts based on the new brand.	Public Programming Activation of Third Thursday.	\$30,000	Staff with Event Support Services		
		Downtown merchant event	\$25,000	Staff with Event Support Services		
		Turtles	\$12,500	Staff with Event Support Services		
		Seasonal event	\$15,000	Staff with Event Support Services		

FY 17/18	OBJECTIVES	TASKS	BUDGET	RESPONSIBLE	NOTES AND ACTUAL COSTS	STATUS/ COMPLETED
		Signature Event	\$40,000	Staff with Event Support Services		
		Monitor Street Banner program.	\$10,000	Staff and graphic designer		
	On-going annual activities:	Reservation agent training and RTO sales calls.	-0-	Staff and Tourism Board		
		Monitor progress of destinationmiami.org	-0-	Staff and Tourism Board		
		Conduct evaluation process.	-0-	Staff and Tourism Board		

Appendix C – Possible Outline for future Website Enhancements (for discussion purposes only)



NEED TO ADD ACROSS THE TOP:

TRAVEL PROFESSIONALS
MEETING PLANNERS
PRESS

PRESENTLY AT THE TOP BANNER:

- ☐ home
- ☐ shops and services
- ☐ dining
- ☐ hotels
- ☐ events
- ☐ contact us

Change to:

Home	Explore	Stay	Dine	Shop	Play	Events	Connect	Navigate	Contact
	Turtles	Hotels	Restaurants and Cafes	Stores	Packages	Calendar of Events	Facebook	How to get there	Tourist Board
	Beaches	Hotel Packages	Casual	Services	Itineraries	Annual Events	Twitter	Air, train, bus	Staff
	Bring the kids	Hotels for pre/post cruise	Culinary Tourism	Discounts and Offers	Area attractions	Third Thursday	Pinterest	Parking	Book Now (on-line reservation system)
	Holidays	Spas	Desserts		Area nightlife	Legal Holidays	Live cam	Maps	
	Multi-cultural	Beach weddings	Family-Style		Special shopping offers and discounts	Live music	Photo gallery	ADA accessible	
	Sports	Florida residents rates	Kosher		Beach weddings	Free things to do	Instagram	Travel Tips	
	History	Vacation Like a VIP	Fast Food		Honeymoons		YouTube	Weather	

	Visitor Center		Fine Dining		Family Reunions		Google+	Local Services	
	Cruises		Sports Bar		Girlfriend getaways		Flicker	For hurricane information	
	Water sports		Coffee Shops		LGBT Travel		Bloggers	Places of worship	
			Offers				Apps		

SUGGESTED TEXT FOR:

TRAVEL PROFESSIONALS

- ☐ Assistance with itinerary planning
- ☐ Commissionable Packages with the hotels, restaurants and shops
- ☐ Marketing Support Materials - Images, logo and text for your printed and on-line brochures
- ☐ Res agent seminars and training, plus agent incentive programs such as sweepstakes
- ☐ FAM tour assistance
- ☐ For directions and maps, *click here*
- ☐ *INCLUDE CLICK THRU TO THE SALES SHEETS IN MULTIPLE LANGUAGES*

MEETING PLANNERS

- ☐ Unique ocean-front meeting space
- ☐ Variety of restaurants for off-site meals and receptions, some restaurants will consider a complete buy-out
- ☐ Ocean front activities and functions
- ☐ Meet & Greet Programs with special incentives, discounts and activities from select retailers and restaurants
- ☐ Private Lunch, Dinner and Cocktail Functions with all-inclusive group menus - available upon request
- ☐ *INCLUDE CLICK THRU TO THE SALES SHEETS IN MULTIPLE LANGUAGES*

PRESS

- ☐ Press releases
- ☐ Images
- ☐ Video

☐ **TRAVEL AND TOURISM CONTACT**

Translate the website into appropriate languages as the budget permits.

Appendix D Travel Websites (This is a comprehensive list for reference only, not necessarily all are recommended for Surfside considering currently identified target markets.)																	
Website	Consumer	Trade	# of Registered Trade Prof.	# of Registered Consumers	Total Visits/ Month	Total Unique Visits/ Month	Avg. # of Pages/ Visit	Avg. # of Returns by Users	Avg. # of Visits by New Users	Average Visit Duration	% of North American Users	% of International Users	Reporting Mechanism(s) Used	Cost/ Year	Value-added/ P.R. Opportunities	Print Component (Description, And Cost)	Contact
TRADE																	
destinations2discover.com in combination with vacations2discover.com (see consumer sites)	N/A	x	700,000	141,903	125,000	N/A	12	43%	57%	N/A	70.0%	30.0%	Email Reporting; Google Analytics	\$8,000 for both this site and vacations2discover.com (the consumer site - see below)	Listing and content on vacations2discover.com; Content sharing on social networks; Links to client social networks; Integration of client YouTube videos and social media sharing widgets; linking between selected social network content; Facebook events; Twitter mentions; Bi-monthly blogs; Illi YouTube channel	N/A	Franci Edgerly 912.267.1558 franci@it-marketing.com
Thetouroperator.com	N/A	x	5,400	N/A	N/A	1,164	6.90	24%	76%	4:59	58.4%	32.6%	Google Analytics	\$695 to be on the website with a "value added" coupon	Full page, four color ad in print edition plus banner title on homepage: \$7,500	The Tour Operator print version is distributed at Pow Wow and to receptive tour operators; a digital version is emailed to registered users, domestic tour operators and 2,800 buyers from previews Pow Wows. (Total circulation: 10,000)	Jake Steinman 415-339-0578 jake@visitncaj.com
GROUP TRAVEL MARKET																	
groupstoday.com	N/A	x	N/A	N/A	6,358	N/A	3.94	40%	60%	2:25	87.0%	13.0%	Google Analytics	Signature Banner: \$4,800 Box ad: \$3,000	Links ads directly to pre-selected landing page; Social media mentions; Additional options are available through E-newsletters (Groups Today eNews to Trade Markets)	Groups Today, their bi-monthly print publication, has 10,000 professional group travel planners as subscribers, including tour operators (ABA, NTA, USTOA, UMA, SYTA), travel agents, bank travel mgrs, group leaders. Cost determined by ad size and frequency.	Eric Lufey 866.252.7108 x104 eric@serendipitymediallc.com
grouptraveldirectory.com (PMT)	N/A	x	N/A	N/A	8,724	5,428	2.92	18%	82%	1:24	60.0%	40.0%	Insta-track (Internal); Google Analytics	Annual Home Page Header Banner (\$5,095), InSite E-newsletter Banner (Header: \$5,795 - Sidebar: \$3,195) Leisure Group Travel E-newsletter (Header: \$11,590 - Sidebar: \$6,390)	"Niche Market Coverage w/ built in ROI tracking: \$1,475 (-25%); "Pick Four Directory Sites": \$425 (-45%); "Showcase Web Page": \$925 (-44%) "Banner Branding Bonanza" \$7,565 (-25% w/ free directory page in chosen market)	Group Travel Directory (print, online) Directory Showcase Web Page (\$950) includes 1/6 page, 2-color ad and listing in the print directory a customized web page, plus photo gallery video, 1/6 page print ad (\$600) w/ "Showcase Web Page Package"	Ellen Klesta 630.794.0696 Ellen@ptmgroups.com

Website	Consumer	Trade	# of Registered Trade Prof.	# of Registered Consumers	Total Visits/ Month	Total Unique Visits/ Month	Avg. # of Pages/ Visit	Avg. # of Visits by Return Users	Avg. # of Visits by New Users	Average Visit Duration	% of North American Users	% of International Users	Reporting Mechanism(s) Used	Cost/ Year	Value-added/ P.R. Opportunities	Print Component (Description, And Cost)	Contact
Grouptraveltmart.com/ Grouptraveltleader.com (G.L.A.M.E.R.) - GLAMER is now Travel Talks - This is also Bank Travel	N/A	x	N/A	N/A	N/A	12,167	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Leaderboard Ad: \$6,600; Website Banner Ad: \$4,200; E-newsletter Leaderboard Ad: \$6,600; E-newsletter Banner Ad: \$4,200	Digital Sponsorship (exclusive)*: \$7,200. Blog Ad: \$3,000; Video Streaming: \$4,200; Exclusive Video Sponsorship: \$6,000 *Digital Sponsorship Includes: (1) bellyband ad with logo and contact. (1) 600 x 100 Leaderboard ad: (1) Sponsorship mention in print edition		
leisuregrouptravel.com (PMI)	N/A	x	N/A	20,000	15,000	9,124	2.44	23%	77%	2:28	50.0%	50.0%	Insta-track (Internal); Google Analytics	Twenty different platforms (InSites, Travel Directories, E-newsletters, Itineraries and Social Media) are available to reach any type of travel industry entity and provide a high ROI. Website Header Banner: \$5,095; Sidebar Banner: \$3,075; Inspection Feature: \$995; Latest News Sponsorship: from \$3,590	Online Itinerary (SEO-friendly, based on location or niche market, 2-3 sentences of editorial, 2-3 photos); Buy 4 Inspection Articles: \$2,985 (-25%); "BYOB": \$8,275 (-20%); "30 Day Takeover": \$6,995 (-20%)	N/A	Ellen Klesta 630.794.0696 Ellen@ptimgroups.com
ntaonline.com	N/A	x	N/A	N/A	35,000	10,000	4.00	67%	33%	N/A	N/A	N/A	Google Analytics	ICF Website Banner Ad: \$3,000	N/A	Courier + NTA Membership (total circ: 10,000)	Beth Engel 859.264.6560 beth.engel@NTAseriesinc.com
Tripinfo.com	N/A	x	123,000	N/A	N/A	31,380	10.24	23%	77%	12:40	87.5%	12.5%	Linktracker (Internal); Google Analytics	Tripinfo.com National Shopping Index Skyscraper Ad w/ video link (fixed position, 2 ads/ pg.); \$3,500 net	Ad cost based on reach: \$7,000 for entire state with package options; Inclusion in 36,000 E-newsletters/ week. Mobile options available (16% reach which is highest in category for IOS devices); 3 Index/ State/ Map Ads + 8 Table/ Market Ads: \$36,000	N/A	Elise Allen (770) 825-0220 Elise@tripinfo.com

Website	Consumer	Trade	# of Registered Trade Prof.	# of Registered Consumers	Total Visits/ Month	Total Unique Visits/ Month	Avg. # of Pages/ Visit	Avg. # of Visits by Return Users	Avg. # of Visits by New Users	Average Visit Duration	% of North American Users	% of International Users	Reporting Mechanism(s) Used	Cost/ Year	Value-added/ P.R. Opportunities	Print Component (Description, And Cost)	Contact
CONSUMER																	
Vacationfun.com	x	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Interesting site which covers every state Multiple opportunities including Best of American Traveler - targets Canadians; MASS Spring Getaway Guide; vacationfun.com lead generation campaigns; Facebook campaigns Cost vary depending on programs selected	N/A		Steven Paganelli, CDME Madden Media 203-691-7940 (Direct) 203-888-7308 (Mobile) spaganelli@Madde nMedia.com
Guidebookamerica.com	x	N/A	15,000	N/A	30,000	10,000	4.00	25%	75%	2:30	90.0%	10.0%	internal only	A listing today in Guidebook America the online 2013 U.S. and Canada Guidebook is \$25 (Varies w/ campaign)	Editorial and articles based on budget	N/A	Cheryl Bruedigam 575.749.3995 cheryl@guidebook america.com
vacations2discover.com in combination with destinations2discover.com (see trade sites)	x	N/A	700,000	141,903	125,000	N/A	12	43%	57%	N/A	70.0%	30.0%	Email Reporting; Google Analytics	\$8,000 in a combination with destinations2discover.com (see) above	Listing and content on destinations2discover.com; Monthly Newsletter (total circulation: 700,000) Content sharing on social networks; Links to client of client YouTube videos and social media sharing widgets; linking between selected social network content; Facebook events; Twitter mentions; Bi-monthly blogs; IIT YouTube channel	N/A	Franci Edgerly 912.267.1558 franci@itl- marketing.com

Website	Consumer	Trade	# of Registered Trade Prof.	# of Registered Consumers	Total Visits/ Month	Total Unique Visits/ Month	Avg. # of Pages/ Visit	Avg. # of Visits by Return Users	Avg. # of Visits by New Users	Average Visit Duration	% of North American Users	% of International Users	Reporting Mechanism(s) Used	Cost/ Year	Value-added/ P.R. Opportunities	Print Component (Description, And Cost)	Contact
Priceline.com	x	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	All ad units are sold on a CPM basis and rates vary based on budget, frequency and targeting, and specific sites.	The Priceline network of sites offers an opportunity to capture users in the online buying process. Their network of sites includes Priceline; or any of the Priceline suite of sites (Lowesfare.com, Travelweb.com, MyTravelGuide.com, RentalCars.com. There are a limited number of ads per page.	N/A	Advertising Department 203.299.8729
Lonely Planet Travel	x	N/A	N/A	N/A	17.0M	13.0M	4.5	N/A	N/A	:58	18%	82%	ComScore	All ad units are sold on a CPM basis and rates vary based on budget, frequency and targeting, and specific sites. Multiple sections available for advertising including Homepage, Destinations, Themes, Thorn Tree Forum, Avid Travelers, Newsletter.	N/A	N/A	Christopher Dean Account Executive, Digital Ad Sales 212.339.1725 christopher.dean@b bc.com
Orbitz (Affiliated with cheapticket.com, ebookers.com and hotelclub.com)	x	N/A	N/A	N/A	N/A	8.5M	14	N/A	N/A	10:00	N/A	N/A	ComScore	Programs designed per budget & desired goals. Opportunities include: integrated online placement, email marketing, sponsored search, lead generation, geo-targeting.	N/A	N/A	Complete online request form

Website	Consumer	Trade	# of Registered Trade Prof.	# of Registered Consumers	Total Visits/ Month	Total Unique Visits/ Month	Avg. # of Pages/ Visit	Avg. # of Visits by Return Users	Avg. # of Visits by New Users	Average Visit Duration	% of North American Users	% of International Users	Reporting Mechanism(s) Used	Cost/ Year	Value-added/ P.R. Opportunities	Print Component (Description. And Cost)	Contact
Travelocity travelocity.com	x	N/A	N/A	N/A	N/A	10.3M	N/A	N/A	N/A	5:00	N/A	N/A	ComScore	All ad units are sold on a CPM basis and rates vary based on budget, frequency and targeting, and specific sites. Multiple sections available for advertising including Homepage, Destinations, Leaderboard, Featured Graphic & Copy, Peel Back Ad, Push Down Ad, Mobile Ad, Email.	N/A		
miamlandbeaches.com	x	N/A	N/A	70,000	3.6M	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	4 Options: #1 - Members of GMCVB receive listing #2 - \$1,000: Digital Magazine, Online ad (330x250) : Blog write-up w/ links #3 - \$2,500: Option 1 + Email Marketing and ad distributed to email database #4 - \$5,000: Option #3 + Social Media posts, images and links	N/A		Lori Castle lcastle@hncpbboard.com
VisitFlorida.com	x	x	N/A	N/A	1.7M	N/A	N/A	N/A	N/A	N/A	81%	19%	Catalyst, 2012	N/A	N/A	N/A	Complete online request form

Website	Consumer	Trade	# of Registered Trade Prof.	# of Registered Consumers	Total Visits/ Month	Total Unique Visits/ Month	Avg. # of Pages/ Visit	Avg. # of Visits by Return Users	Avg. # of Visits by New Users	Average Visit Duration	% of North American Users	% of International Users	Reporting Mechanism(s) Used	Cost/ Year	Value-added/ P.R. Opportunities	Print Component (Description, And Cost)	Contact
BRAND USA MARKETING CO-OP PROGRAMS: Programs to reach travel consumers through key online mediums while offering reduced rates to members of the travel industry																	
discoveramerica.com (TIA)	x	N/A	N/A	N/A	33,300	N/A	N/A	N/A	N/A	N/A	2.5%	97.5%	Google Analytics	Standard Page: \$6,800 (500 word description, official travel link to website, Explore Experience file, language translations); Enhanced Page: \$8,800 (standard options in addition to 20 picture photo gallery and video player module); Homepage Experience Enhancement (guaranteed homepage exposure): \$10,000/ month or \$3,000/ wk; Homepage Sponsorship Tile Option (guaranteed homepage exposure): \$10,000/ month	Cooperative newspaper and magazine inserts (geotargeted); Social channels (language specific) : :30 spot or :10 tag opportunity for in-room advertising at participating hotels; OOH inventory offer for co-op advertising	Global Visitor Guide (total dist.: 400,000)	Amir Eylon 202.787.5944 Aeylon@thebrandusa.com info@discoveramerica.com
														For a \$10,000 investment there is a choice of the following: CO-OP PARTNER & BRAND USA: \$20,000 Media with Co-op Partner & Brand USA logos OPTION #1: Ads link to a custom Co-op Partner landing page on Expedia with Brand USA logo OPTION #2: Ads link off to Co-op Partner's website with Brand USA logo EXPEDIA: \$20,000 In-kind Media Match with Brand USA logo Ads link to custom Brand USA microsite on Expedia with Co-op Partner media	Expedia has joined Brand USA's "Discover America" co-op campaign to connect partners with nearly 60 million online travel consumers globally each month. Partners share in up to \$1,000,000 Value-Added Media that will draw more visitors their destinations.	N/A	mesolead@expedia.com
WAYN.com (Where You Are Now - world's leading social travel network)	x	N/A	N/A	21.5M		19M	4.16%				21%	79%		\$10,000 per Brand USA partner. Leverage Discover America social integration within WAYN and USA Friends and build own community for Friends within WAYN. Includes Social engagement, digital advertising and customer insight.	100% matched by Brand USA.	N/A	nathan.easom@wayn.com

Website	Consumer	Trade	# of Registered Trade Prof.	# of Registered Consumers	Total Visits/ Month	Total Unique Visits/ Month	Avg. # of Pages/ Visit	Avg. # of Visits by Return Users	Avg. # of Visits by New Users	Average Visit Duration	% of North American Users	% of International Users	Reporting Mechanism(s) Used	Cost/ Year	Value-added/ P.R. Opportunities	Print Component (Description, And Cost)	Contact
tripadvisor.com	x	N/A	N/A	20M	N/A	50M	N/A	N/A	N/A	5:00	28%	73%	ComScore	\$10,000 per Brand USA partner. Utilize targeting methods by domain, geographic region and IP address on TripAdvisor's family of domains. Program is customized to meet needs.	100% matched by Brand USA.	N/A	Melissa Surane 773.398.4747 msurane@tripadvisor.com Steven Paganelli, CDME 203.691.7940 spaganelli@tripadvisor.com Richard Black 770.904.7779 black@tripadvisor.com
RAKUTEN.com (Leading online travel agency in Japan)	x	N/A	N/A	75M	N/A	13M	N/A	N/A	N/A	N/A	0%	100%	N/A	No minimum investment. Featured on DiscoverAmerica's Landing page, banner advertising linked to customized page, digital campaign travel.rakuten.co.jp, development of creative and all translations.	100% matched by Brand USA.	N/A	Vincent Andretta vincent.andretta@mail.rakuten.com
ODIGEO.com (Services customers in 38 countries - UK, France, Germany, Spain, Italy, Australia, Brazil, Mexico, Argentina, etc.)	x	N/A	N/A	15M	N/A	19M	N/A	N/A	N/A	N/A	0%	100%	N/A	\$10,000 per Brand USA partner. Includes digital click into an ODIGEO hosted microsite of established site, trade marketing into ODIGEO's weekly marketing cycle to drive traffic to microsite or website.	100% matched by Brand USA.	N/A	James O'Leary james.oleary@odigeo.com
itravel2000.com (Leading Canadian travel brand)	x	N/A	N/A	1.4M	3.6M	1.7M	6.6	N/A	N/A	N/A	0%	100%	N/A	\$10,000 per Brand USA partner. Includes live TV Broadcast and ads, radio placement, online advertising, in-destination promotions, contests, email database of 1.4M	100% matched by Brand USA.	N/A	Kim Uno Director, Business Development & International Markets 905.267.4514 kuno@itravel2000.com
BestDay.com.mx (Latin America's largest travel providers to consumer & travel agents)	x	x	N/A	300K	N/A	1.3M	10.7	N/A	N/A	N/A	0%	100%	N/A	\$10,000 per Brand USA partner. Includes: Feature destination on kiosk (over 200 in Mexico), digital advertisement, pay-per-click Google/Yahoo, email, advertisement websites through "Best Media Display", TV and movie theaters based on regular spot campaign.	100% matched by Brand USA.	N/A	-

Appendix E South Florida Destination Management Companies										
Company	Contact	Last Name	Job Title	Email	Office Phone	Alternate Phone	Address	City	State	Zip
A South Florida Event				asfecontact@asouthfloridaevent.com	305-491-5921		5262 NE Fifth Avenue	Miami	FL	33137
Access Corporate Travel				info@accesscorptravel.com	305-513-0073		8750 NW 36th Street, Suite 210	Miami	FL	33178
ACCESS Destination Services - Florida	Jeff	Nelke	Vice President	jeff.nelke@accessdmc.com	954-927-0507		3363 Sheridan Street #205	Hollywood	FL	33021
Advantage Destination & Meeting Services, INC.	Michael	Avitable		mavitable@advantagedms.com	305-651-2367	305-457-5814	20211 NE 15th Court	North Miami Beach	FL	33179
AlliedPRA South Florida	Rachelle	Stone	Vice President	rachelle.stone@alliedpra.com	954-880-0455		3005 Greene Street	Hollywood	FL	33020
Barton G	Whitney	Kirkland		whitney@BartonG.com	305-576-8888		5061 Biscayne Boulevard	Miami	FL	33137
Blooming Events International	Fernando	Rojas	Partner	fernando@be-original.com	305-437-8336		4443 NW 2 Avenue	Miami	FL	33127
Deco Productions, Inc., a DMC Network Company	Sharon	Siegel	President	ssiegel@decoproductions.com	305-558-0800	800-553-0800	7711 W 22 Avenue	Miami	FL	33016
GEP Destination Management - South Florida	Marty	Mackay		mmackay@gepdmc.com	954-966-7122		3440 Hollywood Boulevard #450	Hollywood	FL	33021
Global Events Partners South Florida	Alvin	Young	Senior Account Executive	ayoung@gepdmc.com	954-966-7122		3440 Hollywood Boulevard, Suite 450	Hollywood	FL	33021
Hello Floridal	Kelly	Kruszewski	Account Executive	kkruszewski@hello-florida.com	754-263-4040		300 South Park Road, Suite 120	Hollywood	FL	33021
Hello Floridal - South Florida	Douglas	Kahler	Executive Vice President	dkahler@hello-florida.com			300 South Park Road, Suite 120	Hollywood	FL	33021
ICC Events Inc.				iccevents@gate.net	303-442-8107		340 Minorca Avenue, Suite 2	Miami	FL	33134
Kuoni Destination Management	Elaine	Keller	Regional Manager Sales	elaine.keller@us.kuoni.com	305-341-7171		555 Washington Ave, Suite 360	Miami Beach	FL	33139
Kuoni Destination Management - Miami	Marc	Haeni		marc.haeni@us.kuoni.com	305-255-7919		555 Washington Avenue, Suite 350	Miami Beach	FL	33139
Meeting Dynamics Global, Inc.	Kathy	Blout	President	kathy@meetingdynamicsglobal.com	954-923-0800	954-895-7760	605 North 21st Avenue	Hollywood	FL	33020
The Vibe Agency	Valerie	Bihet	President	valerie@thevibeagency.com	305-695-7718		1210 Washington Avenue #290	Miami Beach	FL	33139

Appendix F					
Cruises Into Miami Port					
Company	Office Phone	Address	City	State	Zip
Azamara Cruises	877-999-9553	1050 Caribbean Way	Miami	FL	33132
Carnival Cruise Lines	800-327-9501	3655 NW 87 Avenue	Miami	FL	33178
Celebrity Cruises	800-437-3111	1050 Caribbean Way	Miami	FL	33132
Costa Cruises	877-882-6782	200 South Park Road, Suite 200	Hollywood	FL	33021
Crystal Cruises	800-804-1500	2049 Century Park East, Suite 1400	Los Angeles	CA	90067
Disney Cruise Line	800-951-3532	P.O. Box 10210	Lake Buena Vista	FL	32830
MSC Cruises (USA)	877-665-4655	6750 N. Andrews Avenue, Suite 100	Fort Lauderdale	FL	33309
Norwegian Cruise Line	800-327-7030	7665 Corporate Center Drive	Miami	FL	33126
Oceania Cruises	800-531-5619	8300 NW 33rd Street, Suite 308	Miami	FL	33122
Regent Seven Seas Cruises	877-505-5370	8300 NW 33rd Street, Suite 1000	Miami	FL	33122
Royal Caribbean International	800-327-6700	1050 Caribbean Way	Miami	FL	33132

Appendix G - The Town of Surfside
Tourism Advertising

PUBLICATION	CONTACT	SPACE DEADLINE	MATERIAL DEADLINE	INSERTION DATES	CIRC/ DIST.	COST	COMMENTS/VALUE ADDED
CONSUMER:							
DADE COUNTY:							
Greater Miami Convention and Visitors Bureau – Visitor’s Guide and Vacation Planner Annual Publications	Shawn Paulus HCP/ABOARD Publishing One Herald Plaza Miami, FL 33132 O - 305-376-5283 C - 954-224-2427 spaulus@hcpaboard.com	July 9	July 30	Annual – hard bound Dec. 2013 - Nov. 2014 Plus, annual soft cover format and a Spanish version.	68,000 copies 28,408 rooms in 156 hotels at the airport, in Aventura, Coconut Grove, Coral Gables, Doral, Downtown/Brickell, Key Biscayne, Miami Beach, Miami Lakes/ Hialeah, South Miami	2014 Edition Annual cost - \$17,000 includes the soft cover Vacation Planner which is distributed to travelers requesting information about greater Miami.	The Greater Miami Convention and Visitors Bureau will have new social media opportunities for their clients
Welcome/Bienvenidos – Miami (Published as both English and Spanish editions)	DeAnne Connolly Graham Director of Sales & Marketing Welcome & Bienvenidos Magazines 305-944-9444 office 954-559-1758 cell dee@welcomemag.com	Two months prior to publication months	Two weeks after space deadlines	Monthly	Reaches over 200,000 visitors every month between both the English and Spanish editions. 300 locations	Approx. \$28,740 For full page/full year	This publication is unique in that each issue is published in both English and Spanish. Translation into Spanish is at no additional cost. Commitment is for a full year but can be canceled after 8 months. Welcome online will promote advertisers free for the first year. Advertisers can use their Facebook page, blog and targeted Twitter feeds to promote special events and other items.
Where Guest Book - Miami	JaDee Guidice Associate Publisher WHERE South Florida 1801 NE 123rd Street # 411, North Miami FL 33181 O:305.892.4343 M: 305.785.2170 F:305.892.2991 jadee.guidice@wheremagazine.com	Two months prior to publication months	Two months prior to publication months	Annual Sept. 2013 to Aug. 2014	37,000 copies distributed in 20,000 hotels rooms in Miami, Miami Beach and North Miami Beach, and Condominiums	\$8,760 a year for 1/2 page	Where Magazine is a fixture in hotel rooms across the country. They are hardbound upscale publications which tend to have higher end advertisers. Since it is an annual publication ads should have a “call to action” offer which is good all year to determine the ROI on advertising.

PUBLICATION	CONTACT	SPACE DEADLINE	MATERIAL DEADLINE	INSERTION DATES	CIRC/ DIST.	COST	COMMENTS/VALUE ADDED
Where Magazine – South Florida	JaDee Guidice Associate Publisher WHERE South Florida 1801 NE 123rd Street # 411, North Miami FL 33181 O:305.892.4343 M: 305.785.2170 F:305.892.2991 jadee.guidice@wheremagazine.com	End of the second month prior to publication	Due immediately after space deadline	6 Issues annually Jan Mar May Jul Sept Nov	160,000 copies of each issue are distributed at hotels and condos in Aventura, Broward Cty, Surfside, Coral Gables, Kendal, Miami Beach, South Beach, Palm Beach, Bal Harbor, Brickell, Key Biscayne, Miami Lakes, Doral, South Miami	\$23,400 for ½ page in all six issues	There are many other opportunities including a concierge event, newsletter, editorial coverage, etc.
BROWARD COUNTY:							
Travel Host Elite - Ft. Lauderdale	Ina Lee, President Travelhost Magazine of Greater Fort Lauderdale 831 N.E. 20th Avenue Fort Lauderdale, Florida 33304 (954) 463-4733 cell (954) 614-7402 Sharon Zalkin Sr. Advertising Manager sharon@travelhostftl.com	Two months prior to publication months	Two weeks after space deadlines	6 insertions: Feb/Mar Apr/May Jun/Jul Aug/Sept Oct/Nov Dec/Jan	16,000 in room distribution in 100+ hotels, 38 lobbies/ concierge desks, 95 condominiums and 12 marinas	Approx. \$25,000 For full page/ full year	Magazine is now Travel Host Elite Rate is based on year-round schedule Schedule & link on their national web site. Large presence on all social media sites
Great Locations	John Neuner 954-943-1188 JNeuner@greatlocations.com	Two months prior to publication months	Two months prior to publication months	2 publications a year Spring/Summer Fall/Winter	600,000 Guidebooks are distributed annually in 450 -hotels, resorts, condos, airport car rentals	Approx. \$14,500 for both issues	Has one of the largest circulation of any tourist print publication Ad will also appear on www.greatlocations.com
Where Guest Book – Ft. Laud	JaDee Guidice Associate Publisher WHERE South Florida 1801 NE 123rd Street # 411, North Miami FL 33181 O:305.892.4343 M: 305.785.2170 F:305.892.2991 jadee.guidice@wheremagazine.com	Two months prior to publication months	Two months prior to publication month	Annual – calendar year	Circulation of 26,600 which includes in-room at hotels in Greater Fort Lauderdale and Palm Beaches	\$10,320 a year for ½ page ad	Where Magazine is a fixture in hotel rooms across the country. They are hardbound upscale publications which tend to have higher end advertisers. Since it is an annual publication ads should have a “call to action” offer which is good all year to determine the ROI on advertising.

PUBLICATION	CONTACT	SPACE DEADLINE	MATERIAL DEADLINE	INSERTION DATES	CIRC/ DIST.	COST	COMMENTS/VALUE ADDED
TRADE:							
Miami CVB Travel Planner	Shawn Paulus HCP/ABOARD Publishing One Herald Plaza Miami, FL 33132 O - 305-376-5283 C - 954-224-2427 spaulus@hcpaboard.com	July 9.	July 30	Annually Published in December	12,000	-0- for 2010.	Targets travel agents, tour operators and other advisers to help them plan trips for clients. The easy-to-use reference lists key contacts and covers arts, culture, dining, shopping, sports, attractions and more.
Miami CVB Meeting Planner	Shawn Paulus HCP/ABOARD Publishing One Herald Plaza Miami, FL 33132 O - 305-376-5283 C - 954-224-2427 spaulus@hcpaboard.com	Dec. 3	Dec. 17	Annually Published in March	8,000	Full Page \$5,180	The Meeting Planner is directed to the meeting, convention and incentive travel planners who bring a million plus delegates to the market who spend over \$1.6 billion annually. The Meeting Planner covers hotels and resorts, plus amenities and business services, dining, nightlife, attractions, shopping and collateral services.
Leisure Group Travel Magazine		Two months prior to publication date on the 15th of month	Two months prior to publication date on the 22nd of month	6 times a year Feb Apr Jun Aug Oct Dec	20,000 subscribers including tour operators, travel agents, bus companies, senior groups, bank travel clubs and affinity & special interest	\$23,350 for full page in all 6 issues	
RACK CARDS:							
CTM	Mary Glidden CTM Media mglidden@ctmmedia.com 954-929-8009			Monthly -12 months	Distribution Example: 174 Greater Miami Hotels, 44 Greater Miami Transportation & Attractions, 94 North Miami/Hollywood Hotels, 152 Greater Fort Lauderdale Hotels, 41, 4 Major Malls	Approx \$23,000 annually for distribution + approx \$4,00 for 121,000 printed brochures	CTM has a large network of brochure distribution points as well as electronic display boards in sport arenas. Printing of the rack cards are available from CTM but can be done by other printers.
Kenney	Ruth Ann Kenney Kenney Communications 1215 Spruce Ave. Orlando, FL 32824 Phone: 407-859-3113 Fax: 407-859-4044 Email: ruthann@kenneycom.com			Monthly -12 months		Cost for all 8 plazas for a full year is \$5,400 plus printing	Rack card holders are in 8 Florida Turnpike plaza locations. The cards need to be 4"x6" and printing is not included (but can be done at an additional cost). Digital media ads are also available at 7 of the plazas

PUBLICATION	CONTACT	SPACE DEADLINE	MATERIAL DEADLINE	INSERTION DATES	CIRC/ DIST.	COST	COMMENTS/VALUE ADDED
MOBI MARKETING	Franci C. Edgerly President and CEO ITI Marketing, Inc. Phone: +1 912-267-1558 <u>Franci@ITI-Marketing.com</u>			Annual		\$4,500	Since this is destination-driven marketing. Makes perfect sense to co-op. Power Point presentation to follow.
SFCA & PM Miami Map Project	Cristy Martinez Creative Director Playground Maps Inc. Work: 305-695-9119 Direct: 786-999-0322				250,000 to start – they will reprint if necessary	\$4,000 – share with GP - \$2,000 per property.	Dimensions are as follows: Half Horizontal: 3 7/8”W X 4 3/8”H Half Vertical: 1 7/8”W X 8 1/2”H Please be sure to deliver the file (.pdf) at 300dpi and with the fonts outlined

Appendix H - Potential Travel Trade Shows and Missions: Working Spreadsheet

SHOW	DATE	LOCATION	WEBSITE	COST	LOGIN/ PASSWORD	APPOINTMENT SCHEDULE START DATE/ END DATE	E-BLAST SCHEDULE	NOTES
FY 2013/2014								
GMCVB Sales Mission	October 6-12, 2013	<u>France, Italy, and Portugal</u>	www.miamiandbeaches.com (Partners Section)	\$3,500 - actual				Partner with GMCVB
WTM London	November 4-7, 2013	<u>London, UK</u>	www.wtmlondon.com	\$5,000 - est.				Partner with GMCVB
USTOA - United States Tour Operators Association	December 5-7, 2013	<u>Scottsdale, AZ</u>	ustoa.com					
Florida Huddle	January 14-16, 2014	<u>Palm Beach County Convention Center</u>	FloridaHuddle.com	\$3,500 - est.				Partner with GMCVB
RSAA - Annual Conference	February 4-5, 2014	<u>Washington, D.C.</u>	www.rsana.com					
New York Times Travel Show	February 28 - March 2, 2014	<u>New York, NY</u>	www.nytravelshow.com					
ITB Berlin	March 5-9, 2014	<u>Berlin, Germany</u>	www.itb-berlin.de/en/	\$5,000 - est.				Partner with GMCVB
Active America China SUMMIT	March 11-14, 2014	<u>Richmond/ Vancouver, B.C.</u>	www.activeamericachina.net					
Latin America Sales Mission with GMCVB (Probably Brazil)	Spring, 2014	<u>Latin America</u>	www.miamiandbeaches.com (Partners Section)	\$4,500 - est.				Partner with GMCVB
CLIA - Cruise3Sixty	April 2-6, 2014	<u>Fort Lauderdale, FL</u>	www.cruise3sixty.com					
International Pow Wow	April 5-9, 2014	<u>Chicago, IL</u>	www.ipw.com	\$5,200 - est.				Partner with GMCVB

Appendix H - Potential Travel Trade Shows and Missions: Working Spreadsheet

SHOW	DATE	LOCATION	WEBSITE	COST	LOGIN/ PASSWORD	APPOINTMENT SCHEDULE START DATE/ END DATE	E-BLAST SCHEDULE	NOTES
WTM Latin America	April 23-25, 2014	<u>São Paulo, Brazil</u>	www.wtmlatinamerica.com					
NAJ East	June, 2014	<u>New York, NY</u>	www.najsummit.com					
Nassau, Bahamas Sales Call	July, 2014	<u>Nassau, Bahamas</u>	www.miamiandbeaches.com (Partners Section)					
Florida's Governor's Conference on Tourism	September, 2014	<u>Florida</u>	www.visitflorida.org					
FY 2014/2015								
La Cita	September 30 - October 3, 2014	<u>Miami, FL</u>	www.lacitaamericas.com					
Latin America Sales Mission with GMCVB	Fall, 2014	<u>Latin America</u>	www.miamiandbeaches.com (Partners Section)					
Canadian Sales Mission	October, 2014	<u>Toronto and Montreal, Canada</u>	www.miamiandbeaches.com (Partners Section)					
Brazilian Association of Travel Agents (ABAV)	October 19-21, 2014	<u>Rio de Janeiro, Brazil</u>	www.miamiandbeaches.com (Partners Section)					
Feria Internacional de Turismo (FIT) Trade Show	November 1-4, 2014	<u>Buenos Aires, Argentina</u>	www.miamiandbeaches.com (Partners Section)					
WTM London	November 3-6, 2014	<u>London, UK</u>	www.wtmlondon.com					
USTOA - United States Tour Operators Association	November- December, 2014		ustoa.com					
Florida Huddle	January, 2015	<u>Florida</u>	FloridaHuddle.com	\$3,500 - est.				Partner with GMCVB
RSAA - Annual Conference	February, 2015		www.rsana.com					
New York Times Travel Show	February, 2015	<u>New York, NY</u>	www.nytravelshow.com					

Appendix H - Potential Travel Trade Shows and Missions: Working Spreadsheet

SHOW	DATE	LOCATION	WEBSITE	COST	LOGIN/ PASSWORD	APPOINTMENT SCHEDULE START DATE/ END DATE	E-BLAST SCHEDULE	NOTES
ITB Berlin	March, 2015	<u>Berlin, Germany</u>	www.itb-berlin.de/en/	\$5,000 - est.				Partner with GMCVB
Active America China SUMMIT	March, 2015		www.activeamericachina.net					
Latin America Sales Mission with GMCVB (Probably Brazil)	Spring, 2015	<u>Latin America</u>	www.miamiandbeaches.com (Partners Section)	\$4,500 - est.				Partner with GMCVB
CLIA - Cruise3Sixty	April, 2015		www.cruise3sixty.com					
International Pow Wow	May 30 - June 3, 2015	<u>Orlando, FL</u>	www.ipw.com	\$5,200 - est.				Partner with GMCVB
WTM Latin America	April, 2015	<u>São Paulo, Brazil</u>	http://www.wtmlatinamerica.com/					
NAJ East	June, 2015		www.najsummit.com					
Nassau, Bahamas Sales Call	July, 2015	<u>Nassau, Bahamas</u>	www.miamiandbeaches.com (Partners Section)					
Florida's Governor's Conference on Tourism	September, 2015	<u>Florida</u>	www.visitflorida.org					

Notes:

- 1) Shows recommended for FY-1 are highlighted in yellow.
- 2) Other shows that are listed should be considered for future years.
- 3) Shows with no dates - It is because the GMCVB has not finalized their Fiscal Year 2013/2014 plan yet, or the dates are not yet available on the show's website.



STRATEGIC TOURISM PLAN

PHASE ONE: AUDIT REPORT

MARCH 2013



TOWN OF SURFSIDE
TOURIST BOARD



305-864-0722

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1. Executive Summary

Nestled within the Greater Miami and the Beaches metropolis is a quaint oasis known as the Town of Surfside. With the world-famous Bal Harbour Shops bordering on the north and Miami Beach just to the south, somehow the Town of Surfside has escaped the limelight and, in fact, has very limited recognition outside of the immediate area of Miami-Dade County.

With a small community of approximately 5,000 residents and a two-block Downtown, in the past the town had just enough two- to three-star hotel product and subsequent resort tax revenue to give it some exposure to the travel and tourism world. In the past, there was representation by the Town of Surfside at some key travel trade shows, typically partnering with Best Western. This representation decreased at the time when much of the hotel product was converted to residential condominium.

While the initial purpose of this audit was to explore and analyze what had been done in the past to attract the visitor market to Surfside, in conducting this audit, it was found that not much is recorded from those days. Years ago, signature events such as “Jazz on the Beach” and “Shakespeare on the Beach” were held, but in recent years bed taxes have been primarily spent on special events for residents and visitors from local/regional markets.

Therefore, we will move forward and analyze the opportunities for the Town of Surfside, with new hotel product coming online. As a result of the new product, the Tourism Board retained CJFMI and RMA to research and write a five-year strategic tourism plan to recommend the most efficient and effective way to allocate the additional resort tax revenue that the town will realize starting in Fiscal Year 2013/14.

The travel industry has changed significantly over the last decade and will most likely continue to change and transform. It is important to keep up with the research, statistics and trends, and have a plan that is not only strategic, but also flexible.

This report begins with a review of budgets and Tourist Board organization. Then, we provide a global perspective, demonstrating the growth in travel and tourism worldwide and drill down to explore travel and tourism’s impact on the U.S., Florida and Greater Miami, culminating with how the Town of Surfside will once again be able to capitalize on the visitor market.

With the audit complete, we will begin work on the Strategic Tourism Plan, which will analyze the data presented in the audit and provide recommendations that will define how the Town of Surfside should move forward to brand itself. Specific strategies and tactics that tie back into the increased budget will become the roadmap for both pre-arrival and post-arrival visitor programs targeted to the travel trade and consumer over the next five years beginning in Fiscal Year 2013/14.

2. [Resort Tax Projections/Tourist Board Budget](#)

SOURCE:

Line Item Prefix 102-0000-

312-1200	Two Percent Resort Tax	\$100,796	\$90,922	\$109,635	\$112,453	\$108,624	\$90,152
312-1400	Four Percent Resort Tax	\$45,065	\$36,220	\$31,910	\$41,486	\$68,438	\$81,940
	Total Resort Tax (34%)	\$145,861	\$127,142	\$141,545	\$153,939	\$177,062	\$172,092
361-1000	Interest Earnings	\$4,813	\$412	\$511	\$387	\$27	
369-8500	Resort Registration Fees					\$2,300	\$3,000
369-9000	Other Miscellaneous Revenues	\$7,780	\$10,891	\$3,294	\$3,413	\$5,804	\$28,530
392-0000	Use of Restricted Fund Balance		\$75,757				\$27,189
	Total Other Funds	\$12,593	\$87,060	\$3,805	\$3,800	\$8,131	\$58,719
	TOTAL FUNDS	\$158,454	\$214,202	\$145,350	\$157,739	\$185,193	\$230,811

USES:

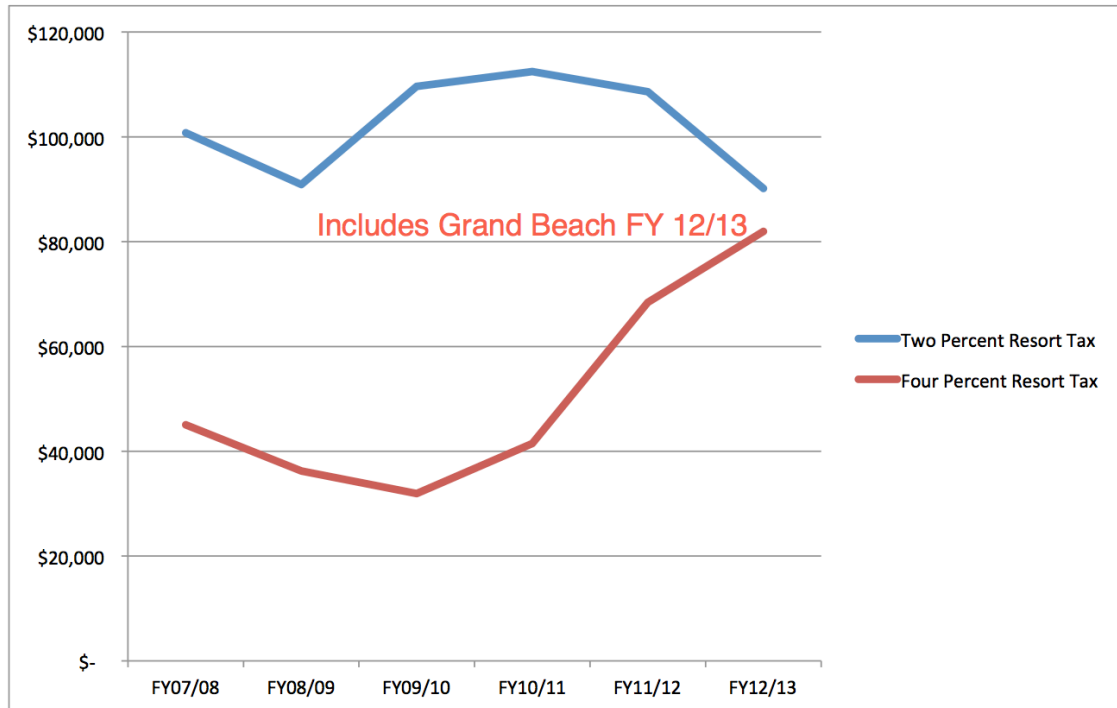
Line Item Prefix 102-8000-552

1210	Regular Salaries	\$9,808			\$13,482	\$18,623	\$38,720
1410	Overtime	\$1,038			\$389	\$68	
2110	Payroll Taxes	\$831			\$1,099	\$1,419	\$2,963
2210	Retirement Contribution				\$1,115	\$754	\$1,801
2310	Life & Health Insurance				\$1,287	\$1,484	\$4,428
2410	Workers Compensation	\$78			\$44	\$53	\$111
	Total Personal Expenses	\$11,755			\$17,416	\$22,401	\$48,023

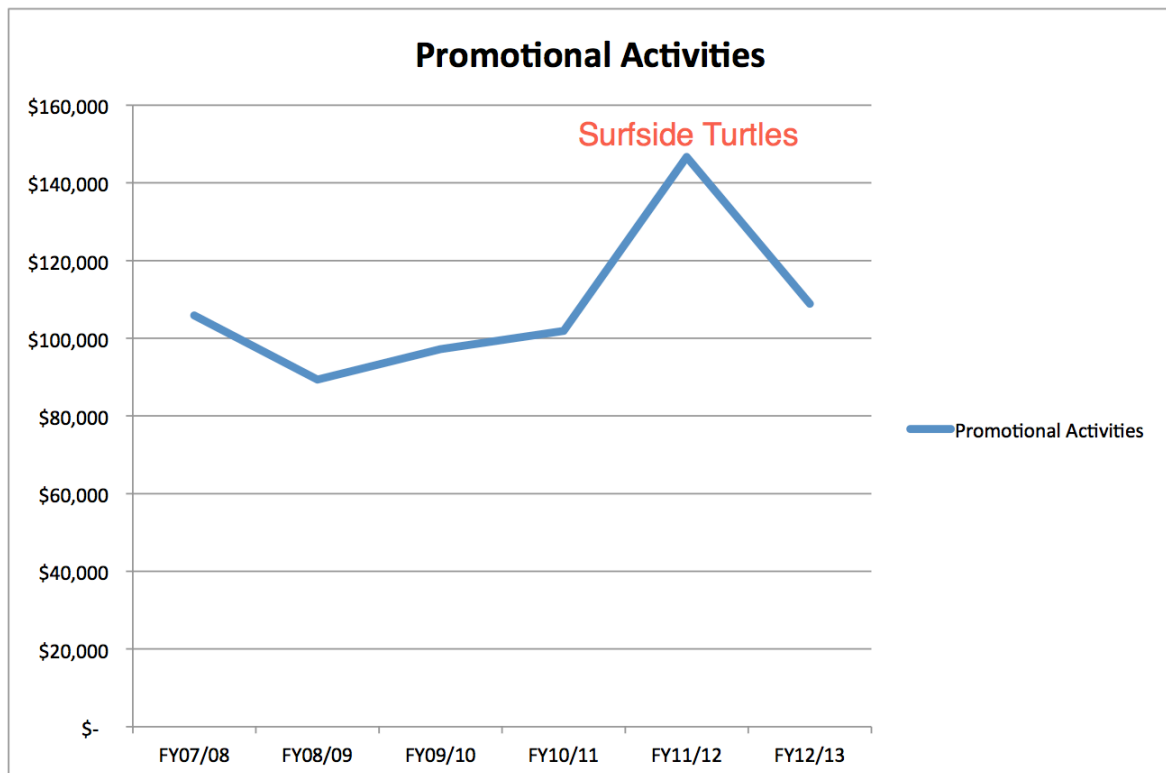
3110	Professional Services	\$37,493	\$11,700		\$2,588	\$17,592	\$13,600
3410	Other Contractual Services						\$25,000
4110	Telecommunications	\$2,174	\$856	\$844	\$1,078	\$245	\$780
4111	Postage	\$72	\$168	\$276	\$363	\$1,505	\$1,000
4403	Equipment/Vehicle Leasing		\$3,293	\$3,329	\$2,290	\$3,970	\$2,495
4601	Maintenance Serv/Repair Contracts	\$6,962	\$2,129		\$1,310		\$1,500
4611	Miscellaneous Maintenance						
4810	Promotional Activities	\$105,853	\$89,353	\$97,216	\$101,897	\$146,677	\$108,913
4911	Other Current Charges	\$16,790					\$25,000
5110	Office Supplies	\$3,231	\$2,001	\$2,244	\$3,863	\$5,586	\$3,000
5290	Miscellaneous Operating Supplies	\$305	\$70	\$60	\$48	\$411	
5410	Subscriptions & Memberships	\$250		\$594	\$895	\$395	\$1,500
5420	Conferences & Seminars				\$359		
	Total Operating Expenses	\$173,130	\$109,570	\$104,563	\$114,691	\$176,381	\$182,788
6210	Buildings				\$19,800		
	TOTAL EXPENSES	\$173,130	\$109,570	\$116,318	\$151,907	\$198,782	\$230,811
	NET	\$(14,676)	\$104,632	\$29,032	\$5,832	\$(13,589)	
	FUND BALANCE					\$173,018	\$173,018

During the planning process for the 5-Year Strategic Tourism Plan, we will project resort tax receipts for five years, including significant contributions from the Grand Beach Hotel, Surf Club and 92nd Street Hotel projects. It is not anticipated that the expansion of the Bal Harbour Shops will directly impact resort tax receipts, but the competitive impact will be further analyzed as a component of the Strategic Tourism Plan.

Resort Taxes



Budget for Promotional Activities



Tourism Advertising

Publication	Date	Cost	Notes
Welcome Channel Ad	Daily from February 2011-2012 in 27 hotels	\$6,000	Plus Visit FL promo for \$2,500
Jewish Journal	2010	\$500	Focus on kosher restaurants
Welcome Magazine/Bienvenidos	July – September 2012	\$6,300	\$3,000 from General Fund
Welcome Magazine/Bienvenidos	February – May and June -September 2013	\$16,800	
GMCVB Visitor's Guide	Annual	\$12,500	
Ad budget for the Spice Restaurant Promo – Miami New Times	2012	\$18,000	

Promotional Events

Event	Date	Cost	
Farmers Market	2008 – 2009	\$5,000	
Arts Festival	March 2008-2010	\$25-30,000	
Surfside Spice Restaurant Promotion	July – September 2010~2011	\$10-12,000	
Culinary Event	2011	\$25,000	
Food Trucks Event	December 27, 2012	\$5,000	
Tales of the Surfside Turtle – viewing	January 12-13, 2013	Free	
Tales of the Surfside Turtle Public Art Event	January 2013 – June 2014	\$68,201	Paid out of Resort Tax Funds Reserve
Third Thursday	2008 through present	~\$25,000/year	4 or 6 events per year

Collateral Material

Description	Date	Cost	Notes
Surfside Directory	2010-2012	\$2,000	Sold ad space to help alleviate the cost
Restaurant Brochure	2012	\$1,000	
Surfside Directory	2013	\$2,000	Will not have ads
Hotel ~ Restaurant Brochure	2013	\$3,000	

Other

Web Site		\$2,500	\$150/month maintenance
----------	--	---------	-------------------------

3. Review Resort Tax Ordinance/Tourist Board Mission Statement

We have reviewed the Town of Surfside Charter and Resort Tax Ordinance and the Mission Statement of the Resort Tax (Tourist) Board. The Tourist Board is responsible for bringing visitors into Surfside to patronize hotels restaurants, businesses and recreational amenities.

The Board has asked the Town Attorney to review provisions of the ordinance regarding "Continued Delinquency" and is currently reviewing Board policies and procedures.

Other than these issues, we have no recommendations for change to the resort tax ordinance as a result of the Audit. We will review the ordinance again in light of final recommendations developed in the 5-Year Strategic Tourism Plan and include any recommendations for amendment to the ordinance.

4. Tourism Marketing Opportunities for the Town of Surfside

There are some “givens” with the travel and tourism industry that are important to understand and adhere to:

- An effective Travel and Tourism Sales and Marketing program is a long-term commitment. Do not expect overnight results.
- Tourism strategies and tactics fit under the umbrella of the overall economic development plan for a community. After all, “tourists want to go where the locals go.” In the case of the Town of Surfside, as with many smaller communities, the economic development and tourism initiatives rightfully fall under the same office and staff.
- Tourism Sales and Marketing are based on two key strategies: partnerships and leveraging.
- Tourism Marketing = ROR - Return on Relationship.
- The “P’s” of Tourism – Product, Packaging, Partnership and Promotion.

Product:

- For the Town of Surfside, the primary product is the hotels, both the existing hotels and the new ones coming on line.
- Second is the “what to do”, which is the beach.
- Third, statistics from the Department of Commerce show that shopping and dining are the number one and two activities of the traveler. The visitor is going to spend their money on shopping and dining somewhere, so the Town of Surfside needs to do all it can to make sure the Town received its share of those dollars being spent. This would result in a healthier Downtown Surfside and an increase in resort tax from restaurant food and beverage sales. To that end, the Commissioners approved the creation of a Business Improvement District (BID) Organization Plan to study what can be done in the Town of Surfside’s Downtown to create a consensus amongst commercial property and business owners regarding programs and improvements to the Downtown area.

Packaging: Dynamic Packaging, developing packages that far exceed just air and hotel, continues to drive the visitor market. Once we get into the tactical section, unique packages will be recommended.

Partnerships: No one destination or attraction can go after the visitor market in a vacuum; it takes support, leveraging and partnerships. Numerous potential partners will be explored locally with the Greater Miami and the Beaches Convention and Visitors Bureau (GMCVB) and Visit Florida, as well as nationally with BRAND USA, Shop America Tours, AAA, CAA, credit cards, etc.

Promotion: For a community like Surfside, promotions will always play an important role. However, their scope may change so that there will be more variety and include new signature events/festivals that can be tied into the packages.

It should also be noted that effective tourism initiatives are one of the most appealing set of tools for economic development of a community. It is a clean industry, it puts “heads in beds”, they pay taxes, they shop with very few returns and they eat out, a lot!

- The visitor market stays longer and spends more money in a destination than the local market.
- Typically visitors shop at home for price, but while traveling they shop for selection and quality while still seeking *value*.
- Visitors not only buy for themselves, they also buy for friends and family...all those left behind, including the dog sitter.
- International travelers spend 3-10 times more than the local shopper and the domestic traveler.

We have the opportunity to create a new brand that will resonate with today’s traveler, both those already coming to South Florida and travelers who will be experiencing the area for the first time!

What follows is an overview of the travel and tourism industry with statistics demonstrating the health of the industry from a global, national, state and local perspective.

The Global Tourism Perspective

World Tourism Organization UNWTO

The UNWTO World Tourism Organization is a specialized agency of the United Nations



As noted, this audit will first explore the outlook for global travel with information provided by the **World Tourism Organization (UNWTO)** in Madrid, Spain, which is the United Nations agency responsible for the promotion of responsible, sustainable and universally accessible tourism. By understanding what is happening on a global and national level for travel and tourism, it will aid us in determining the direction we need to take to reach out to and attract the visitor market, especially the over six million international visitors who arrive to South Florida. Also, that number is growing faster than domestic visitation.

UNWTO is the public sector entity that promotes tourism as a driver of economic growth, inclusive development and environmental sustainability and offers leadership and support to the sector in advancing knowledge and tourism policies worldwide. UNWTO generates market knowledge, promotes competitive and sustainable tourism policies and instruments, fosters tourism education and training, and works to make tourism an effective tool for development through technical assistance projects in over 100 countries around the world. (1)

For just the second time, UNWTO has conducted a very forward-looking outlook for the industry (the first one was in 2001) – originally going out 20 years to 2020 to see what the industry would look like, which they have recently updated to push out to 2030. They don't forecast at the country specific level, only at a world and world region level, but their work does give a good overview and helps make sense of what's going on in this very dynamic industry. They focus on two factors – changes in GDP in a country/region and trends in transportation costs. They assume very similar trends going forward as we've seen in the past for both developed and emerging countries. For the first time, however, they assume an increase in transportation costs. They now make the assumption that transportation costs will increase, both for land and for air – with air increases that would include higher fuel costs, higher labor costs, as well as increases in taxation of the industry.

According to a January 28, 2013, UNWTO press release, international tourist arrivals grew by 4% in 2012 to reach 1,035 billion. This is from the latest UNWTO World Tourism Barometer. Emerging economies (+4.1%) regained the lead over advanced economies (+3.6%), with Asia and the Pacific showing the strongest results. Growth is expected to continue in 2013 only slightly below the 2012 level (+3% to +4%) and in line with UNWTO long term forecast.

With an additional 39 million international tourists, up from 996 million in 2011, ***international tourist arrivals surpassed 1 billion (1.035 billion) for the first time in history in 2012.*** Demand held well throughout the year, with a stronger than expected fourth quarter. By region, Asia and the Pacific (+7%) was the best performer, while by sub-region South-East Asia, North Africa (both at +9%) and Central and Eastern Europe (+8%) topped the ranking.

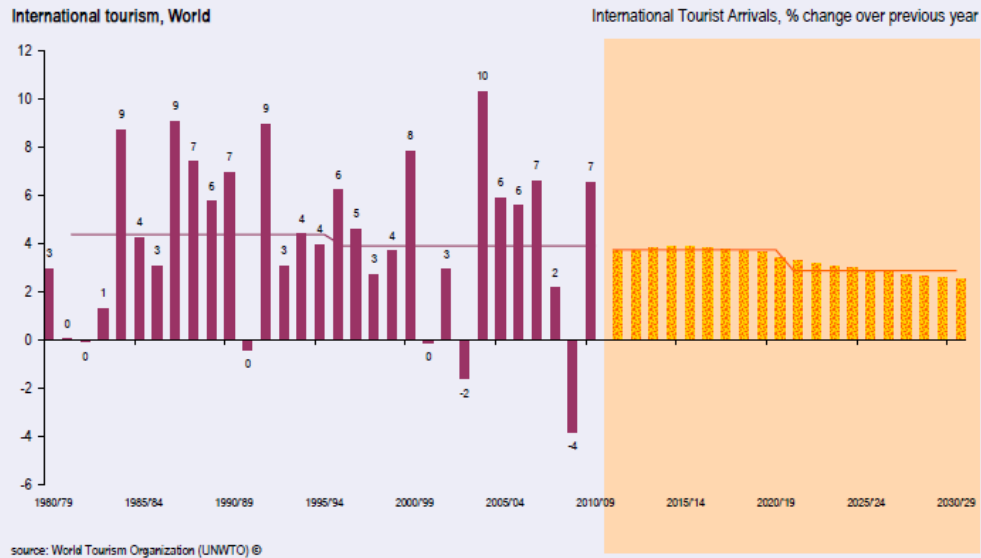
UNWTO forecasts international tourist arrivals to increase by 3% to 4% in 2013, much in line with its long term forecast for 2030: +3.8% a year on average between 2010 and 2020. This outlook is confirmed by the UNWTO Confidence Index. Compiled among over 300 experts worldwide, the Index shows that prospects for 2013 are similar to the evaluation of last year (124 points for 2013 against 122 for 2012). By region, prospects for 2013 are stronger for Asia and the Pacific (+5% to +6%), followed by Africa (+4% to +6%), the Americas (+3% to +4%), Europe (+2% to +3%) and the Middle East (0% to +5%).

(1) <http://www2.unwto.org/en/content/who-we-are-0>

The **Americas** (+4%) saw an increase of 6 million arrivals, reaching 162 million in total. Leading the growth were destinations in Central America (+6%), while South America, up by 4%, showed some slowdown as compared to the double-digit growth of 2010 and 2011. The Caribbean (+4%), on the other hand, is performing above the previous two years, while North America (+3%) did remain on par with the average.

<http://media.unwto.org/en/press-release/2013-01-28/international-tourism-continue-robust-growth-2013>

Growth in international tourism will continue, but at a more moderate pace



Looking at the first forecast by the UNWTO from 10 years ago, travel is up through 2012. The left side of the above chart in maroon is the actual Y2Y changes in int'l arrivals, and on the right is the forecast for the next 20 years. Arrivals is always greater than travelers as it reflects multiple visitations – so as an example, a German traveler going to 3 or 4 countries across Europe would be counted 3 or 4 times.

What we see in the orange bars for the next couple of years is growth of about 4.4%, which gradually decreases to about 2.8% growth. This reflects that the base is grown now up to nearly a billion travelers in any one year, producing nearly a trillion in spending – but also with increases in transportation costs.

What does that turn into? The average over the years will be 43 million travelers if this forecast holds up, and that would total about 1.8B arrivals by 2030, compared to just about a billion arrivals today. Even in the worst-case scenarios for GDP growth and for transportation costs, they would still end up with a forecast at the end of 2030 of about 1.4 billion.

National Tourism Perspective



A November 30, 2012, report from **The Office of Travel & Tourism Industries, OTTI**, offered a relative bullish forecast calling for 3.6 - 4.3% annual growth over the next five years, and 28% total growth from 2011 through 2017. In 2012 alone, over 66 million international travelers are projected to have visited the U.S., representing a 6% increase over the 2011 visitor volume. Top contributions to total growth from 2011-2017 are from Canada, China, Mexico, and Brazil.

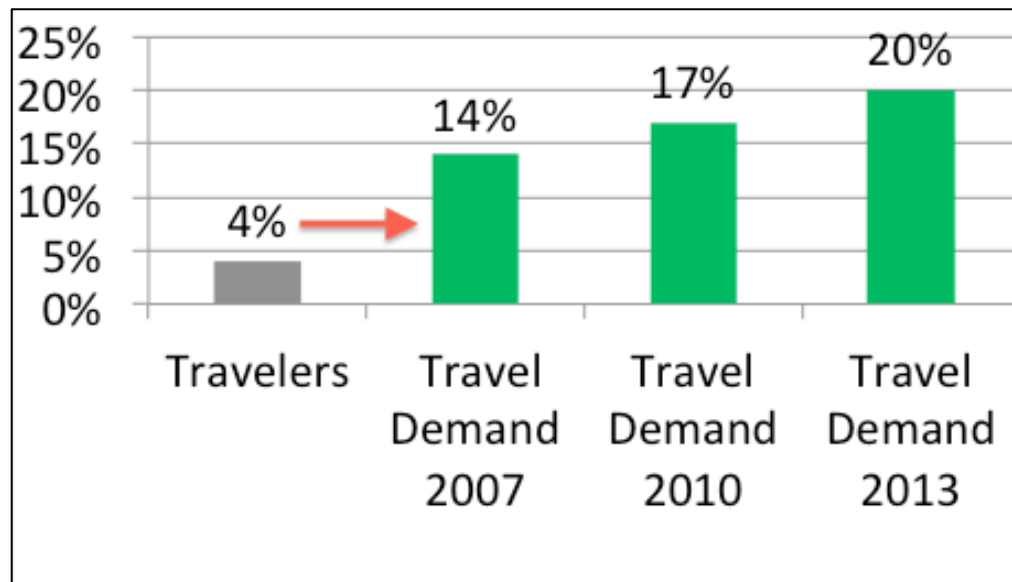
Positives:

- The BRIC(K) (Brazil, Russia, India, China and sometime South Korea) countries are exceeding expectations, in part due to efforts to decrease their visa wait times.
- Western Europe showed strong numbers YTD through June 2012, except for the U.K.
- The launch of Brand USA in May 2012 with strong multi-channel marketing campaigns in Canada, U.K., and Japan.
- ESTA (Electronic System for Travel Authorization) fees are not an apparent negative as originally thought they would be. ESTA fee collections, not taxpayer dollars, are used as matching grants for Brand USA contributions,

Negatives:

- Low air capacity growth through April 2013. Some of the growth numbers include Americans returning home.
- USA marketing levels abroad are low from U.S. state and city destinations, perhaps offsetting, or MORE than offsetting, Brand USA levels.
- Several key origin markets are closely tied to China economy.

Significant Impact of International Travel:



- The above chart from OTTI demonstrates that 4%-5% of travelers in the U.S. are from the international markets; and this figure is a much higher percentage for destinations like Miami Beach.
- However, this 4-5% represented 14% of travel demand (spend) in 2007, 17% in 2010 and is projected to be 20% by 2013
- This demonstrates the strong economic impact of the international visitor.

Visitation Chart to the U.S.

Rank Order 2011	Region / Country	2011 Actual	2012	2013	2017	% Change 11 / 10	% Change 12 / 11	% Change 13 / 12	% Change 17 / 11
	Grand Total	62.71	66.48	69.23	80.48	4.9 %	6.0 %	4.1 %	28.3 %
	North America	34.83	36.57	37.75	42.27	4.2 %	5.0 %	3.2 %	21.4 %
	Overseas	27.88	29.91	31.48	38.21	5.8 %	7.3 %	5.2 %	37.0 %
	Europe	12.66	12.92	13.25	15.03	6 %	2 %	3 %	19 %
	Western Europe	11.99	12.21	12.51	14.16	5 %	2 %	2 %	18 %
	Eastern Europe	0.67	0.71	0.74	0.86	11 %	6 %	4 %	28 %
	Asia	7.25	8.24	8.93	11.90	3 %	14 %	8 %	64 %
	South America	3.76	4.31	4.72	6.01	16 %	15 %	10 %	60 %
	Caribbean	1.09	1.11	1.11	1.12	-9 %	2 %	-1 %	3 %
	Oceania	1.24	1.33	1.40	1.75	14 %	7 %	6 %	41 %
1	Canada	21.34	22.40	23.30	26.48	7 %	5 %	4 %	24 %
2	Mexico	13.49	14.17	14.45	15.79	0 %	5 %	2 %	17 %
3	United Kingdom	3.84	3.84	3.91	4.53	0 %	0 %	2 %	18 %
4	Japan	3.25	3.54	3.65	3.91	-4 %	9 %	3 %	20 %
5	Germany	1.82	1.93	2.01	2.31	6 %	6 %	4 %	26 %
6	Brazil	1.51	1.78	2.03	2.76	26 %	18 %	14 %	83 %
7	France	1.50	1.58	1.64	1.83	12 %	5 %	4 %	22 %
8	Korea	1.15	1.28	1.39	1.73	3 %	12 %	8 %	51 %
9	China	1.09	1.54	1.94	3.91	36 %	41 %	26 %	259 %
10	Australia	1.04	1.12	1.19	1.51	15 %	8 %	6 %	46 %
11	Italy	0.89	0.88	0.89	0.99	6 %	-1 %	1 %	11 %
12	Spain	0.70	0.67	0.67	0.71	9 %	-5 %	0 %	1 %
13	India	0.66	0.74	0.78	0.98	2 %	12 %	5 %	47 %
14	Netherlands	0.60	0.62	0.63	0.68	5 %	3 %	2 %	14 %
15	Venezuela	0.56	0.65	0.70	0.81	14 %	16 %	7 %	45 %
16	Argentina	0.51	0.60	0.65	0.86	17 %	17 %	9 %	67 %
17	Colombia	0.50	0.57	0.59	0.71	0 %	14 %	5 %	43 %
18	Switzerland	0.48	0.50	0.52	0.61	22 %	4 %	5 %	28 %
19	Sweden	0.44	0.45	0.47	0.53	18 %	3 %	3 %	22 %
20	Ireland	0.35	0.33	0.33	0.36	-4 %	-4 %	-2 %	5 %

According to an April 2012 press release from the Office of Travel & Tourism Industries (OTTI) the U.S. can expect a 4-5% average annual growth rate of international travel over the next five years! That equates to 65.4 million foreign travelers who are projected to visit the U. S. this year!

The largest growth potential over the next five years will come from:

China	198%
Brazil	70%
Argentina	46%
Australia	45%
Korea	35%
Venezuela	35%

The following chart is the 2011 visitation figures to the U.S. The ones in bold are top international markets to Miami:

Country	Visitors	%up/down from 2010	Ranking for Miami
Canada	21.03M	5%+	#2
Mexico	13.41M	Flat	#16
UK	3.84M	Flat	#7
Japan	3.25M	Flat	
Germany	1.82M	6%+	#6
Brazil	1.51M	26%+	#1
France	1.50M	12%+	
S. Korea	1.15M	3%+	
China	1.09M	36%+	
Australia	1.04M	15%+	

The following chart is the visitation figures to Miami, again showing the countries that are also top countries to the US in bold:

Ranking	Top countries to Miami
1	Brazil
2	Canada
3	Argentina
4	Colombia
5	Venezuela
6	Germany
7	UK
8	Bahamas
9	France
10	Costa Rica

In summary, four out of the seven top markets to the U.S. are also top markets for Miami, and three of them are on the increase.

- The 62 million international visitors who traveled to the U.S. in 2011 generated a record \$153 billion in receipts and a \$43 billion trade surplus.
- International and domestic tourism spending increased 8.1%, supporting an additional 103,000 jobs for a total of 7.6 million Americans employed in travel and tourism industries or in industries that support them.
- Further, 1.2 million jobs are supported directly or indirectly by international traveler spending within the U.S. and on U.S. carriers.

Source for the above:

<http://tinet.ita.doc.gov/view/f-2000-99-001/forecast/Forecast-Summary.pdf>

According to the OTTI publication “International Visitation to the U.S.: A Statistical Summary of U.S. Visitation”, **while only 4% of the visitation is international, it represents 17% of traveler spend.**

More detail can be found at:

http://tinet.ita.doc.gov/outreachpages/download_data_table/2011_Visitation_Report.pdf

From the United States Travel Association's (USTA) Power of Travel 2012 report, the following is an overview of the travel industry to the U.S.:

- Direct spending on leisure travel by domestic and international travelers = \$564 billion in 2011 (up from \$526 billion in 2010).
- Spending on leisure travel generated \$86 billion in tax revenue.
- 3 out of 4 domestic trips are for leisure (77%).
- Top leisure activities for U.S. domestic travelers:
 1. Visiting Relatives
 2. Shopping
 3. Visiting Friends
 4. Fine Dining
 5. Beaches

Compared to the previous year, the top three were the same, but fine dining replaced rural sightseeing. Now shopping and dining are in the top five activities for the domestic traveler.

- Top leisure activities for the international traveler:
 1. Shopping
 2. Dining
 3. City Sightseeing
 4. Visiting Historic Places
 5. Amusement Parks

Source:

http://www.ustravel.org/sites/default/files/page/2009/09/USTravelAnswerSheet_June2012.pdf

Travel Facts and Statistics:

- Domestic Leisure Traveler:
 - 76% traveled by auto (preferred method for domestic traveler)
 - 42% traveled by air
 - Note: more than 100% - many take more than one trip a year
- Business Travel in the U.S. remains flat.
- Family Travel – multigenerational – make up 30% of leisure travel.
- Gen X – make up 31% of leisure travel.
- Older Boomers (1946 - 1954) take an average of 4.4 leisure trips per year.
- Mature travelers (pre-1946) take an average of 4.1 leisure trips per year.
- 18% travel with their pets.
- Solo travel is growing – 11% of U.S. adults take a trip by themselves
- The Stay-cation is being replaced with trips to destinations further from home, but consumers are seeking cost-savings with their travel.

Resource and more details:

<http://www.ustravel.org/news/press-kit/travel-facts-and-statistics>

This chart demonstrates the steady rise in international visitors projected for the U.S.:



Corporation for Travel Promotion

The Travel Promotion Act of 2009 has significant operational, managerial and funding impacts on the Department of Commerce. It established the Corporation for Travel Promotion, a nonprofit entity, to communicate U.S. entry policies and otherwise promote leisure, business and scholarly travel to the U.S.

For the first time, this allows the U.S. to have a public/private partnership to market the U.S. to the world. The goal is to generate \$200 million to spend on marketing and sales to become more globally competitive.

BRAND USA is the marketing arm of the Corporation for Travel Promotion

Brand USA was established by the Travel Promotion Act in 2010 to spearhead the nation's first global marketing effort to promote the U.S. as a premier travel destination and communicate U.S. entry/exit policies and procedures. Formed as the Corporation for Travel Promotion, the public/private entity began operations in May 2011 and does business as Brand USA. As already discussed, travel and tourism plays an important part in economic growth and vitality to the U.S. In fact, BRAND USA research shows that, an incremental increase of just 1% travel to the U.S. results in 500,000 more visitors, demonstrating that the BRAND USA efforts are...a good investment! Brand USA works in close partnership with the travel industry and through its call-to-action, DiscoverAmerica.com, Brand USA inspires travelers to explore the United States of America's boundless possibilities.

Additionally:

- Travel is the largest export for the US accounting for 25% of all services exports in 2011.
- Travel supports 14.4M workers in the private sector.
- In 2011 spending by International travelers supported 1.2M jobs.
- Every 33 travelers equal one new U.S. job!

BRAND USA successes to date:

- Achieved FY2012 Funding Target
- Maximized the 2:1 Match = \$100 Million in Federal Funds
- Launched Successful Campaigns in Canada, the UK and Japan
- These campaigns are designed to motivate travel to the U.S.
- Established International Representation in eight markets
- Began Tourism Exchange Year with Japan
- Completed First Sales Mission to India
- Significantly Increased Global Tradeshow Presence
- Developed Successful Partnership Programs...and Strong and Growing Partnerships with more than 260 Leading Brands in the Travel Industry

What Brand USA does versus U.S. Travel Association is best described as follows:



State of Florida Perspective



Historic Visitor Numbers (in millions)				
Year	Domestic	Overseas	Canadian	Total
2002	67.9	4.4	1.6	73.9
2003	68.7	4.2	1.7	74.6
2004	73.4	4.4	1.9	79.7
2005	77.2	4.4	2.0	83.6
2006	77.6	4.1	2.1	83.9
2007	77.3	4.7	2.5	84.5
2008	76.1	5.2	2.9	84.2
2009	71.2	7.0	2.6	80.9
2010	71.2	8.0	3.1	82.3
2011	74.7	9.3	3.3	87.3

Calendar Year Visitor Numbers for 2011				
Visitors	Percent of Total	Most Recent	Value	Change
Total Visitors	100.0%	January-December	87.3 million	6.1%
Air Visitors	52.2%	January-December	45.6 million	5.1%
Non-Air Visitors	47.8%	January-December	41.7 million	7.2%

Seasonality of Visitation to Florida by Quarter (2011):

January to March (Quarter 1)	26.7%
April to June (Quarter 2)	25.0%
July to September (Quarter 3)	24.3%
October to December (Quarter 4)	24.1%

Top International Markets by Number of Visitors (2011):

Canada	3.3 million
Brazil	1.5 million
United Kingdom	1.3 million
Mexico	387,000
Argentina	375,500

Top Origin States - by Percentage of Total Domestic Visitors (2011):

Georgia	10.6%
New York	8.9%
Texas	5.7%
Illinois	5.6%
New Jersey	4.5%
Michigan	4.4%
Ohio	4.4%
Alabama	4.2%
North Carolina	4.1%
Pennsylvania	3.9%

Florida Travel Facts:

Domestic Visitors in 2011*¹

- Florida's domestic visitors said their primary reason for coming to the Sunshine State was for leisure (88%). The major type of lodging used by domestic visitors was hotel/motel (54%).
- The average length of stay for a domestic visitor to Florida was 4.9 nights. The top activities domestic visitors enjoyed while in Florida were shopping, beaches, touring/sightseeing, and going to a theme/amusement park.
- The top origin Designated Market Areas (DMAs) for total visitors to Florida was New York, Atlanta, and Chicago. Top origin DMAs for visitors who came to Florida by air were New York, Chicago, and Boston; for auto visitors to Florida, the top three origin DMAs were Atlanta, New York, and Chicago.

Canadian Visitors in 2011*²

- The primary purpose for Canadians was Pleasure/Recreation/Holiday (82.1%).
- The major type of lodging used by Canadian visitors was hotel (28.7%). The average length of stay for Canadian visitors was 18.0 nights, but the median length of stay was 9.0 nights.

Overseas Visitors in 2011*³

- The primary trip purpose for overseas visitors was leisure/recreation/holiday (68.5%).
- The major type of lodging used by overseas visitors was hotel/motel (75.7%).
- The average length of stay for overseas visitors to Florida was 11.2 nights, while the median length of stay was of 8.0 nights.

Sources:

¹ D.K. Shifflet and Associates; TNS TravelsAmerica, Travel Industry Association

² Statistics Canada

³ U.S. Department of Commerce, ITA, Tourism Industries

Economic Impact of Tourism to Greater Miami

The most recent study conducted for the GMCVB was in 2011 by Ipsos Loyalty, a global customer experience, satisfaction and loyalty research and consulting company. The methodology used included 4,502 intercept interviews with Miami visitors conducted at the Miami International Airport, the Fort Lauderdale-Hollywood International Airport and various attractions in Miami-Dade County.

In 2011, there was a 6.7% increase in overnight visitors (6.2% domestic and 7.3% international) to Greater Miami and the Beaches compared to the previous year, resulting in a record estimated 13.4 million visitors who stayed at least one night, resulting in a record spend of \$20.7 billion. This reflects direct expenditures. With the industry standard of an accepted multiplier effect of 1.5, the direct and indirect impact is \$31 billion added to the economy of Greater Miami and the Beaches. What is most significant is that the **international visitors accounted for 70% of total spend!**

The following shows the 2011 increases in spend over 2010 for specific categories:

Lodging	+2.4%
Meals	+1.0%
Transportation	+2.7%
Entertainment	+3.6%
Shopping	+2.6%

- The average daily spend per party is \$497.41, up 2.3%.
- The average daily spend per visitor is \$264.58, up 1.8%.
- The total dollars per person spent per visit is \$1,539.85, up 3.2%.
- The total overnight visitor spend is \$20,702.1 billion, up 10.1%.

Total tourist-related tax revenue collected in 2011 by Miami-Dade County was \$108,179,050, up 15.6% from the previous year. The City of Miami Beach collected \$51,289,024, up 16.4%, and the Village of Bay Harbour collected \$1,725,400, which actually was a decrease of 7.6% from 2010.

Total tourism-related taxes for 2011 were \$161,193,473 for 2011, up 15.5% from the previous year.

Leisure/Hospitality employment accounts for 11% of total employment for Greater Miami and the Beaches. The 2011 figure showed a slight increase of 0.6% over the previous year.

Total airport arrivals into MIA and FLL have been trending upwards since a dip in September 2011.

Note: The airport arrivals and hotel figures are only through 2011.

The following summary is the most recent data available from the GMCVB and provides a profile of the visitor to Greater Miami and the Beaches.

MIAMI-DADE COUNTY

2% TOURIST DEVELOPMENT TAX COLLECTIONS

January-December 2012	January-December 2011	% Change
\$20,327,005	\$18,706,586	+8.7%

3% CONVENTION DEVELOPMENT TAX COLLECTIONS

January-December 2012	January-December 2011	% Change
\$60,423,718	\$55,681,199	+8.5%

2% HOTEL FOOD AND BEVERAGE TAX COLLECTIONS

January-December 2012	January-December 2011	% Change
\$6,504,648	\$6,161,139	+5.6%

MIAMI BEACH

3% RESORT TAX COLLECTIONS

January-December 2012	January-December 2011	% Change
\$30,485,871	\$27,840,691	+9.5%

2% FOOD & BEVERAGE TAX COLLECTIONS

January-December 2012	January-December 2011	% Change
\$24,815,625	\$23,448,332	+5.8%

JANUARY 2013

AVERAGE DAILY ROOM RATE

Market	\$	% Change vs. 2011
1. Miami	\$211.11	+12.2%
2. Oahu Island	\$209.06	+15.0%
3. New York	\$196.59	+4.4%
4. San Francisco	\$166.67	+5.7%
5. Washington	\$151.75	+17.0%

REVENUE PER AVAILABLE HOTEL ROOM (REV PAR)

Market	\$	% Change vs. 2011
1. Oahu Island	\$179.96	+13.9%
2. Miami	\$174.26	+17.5%
3. New York	\$145.17	+16.3%
4. San Francisco	\$111.41	+5.1%
5. Los Angeles	\$92.65	+8.9%

AVERAGE DAILY OCCUPANCY

Market	% Occupancy	% Change vs. 2011
1. Oahu Island	86.1%	-1.0%
2. Miami	82.5%	+4.7%
3. New York	73.8%	+11.4%
4. Los Angeles	69.6%	+3.1%
5. Orlando	69.3%	+5.5%

Profile of the Visitor Market to Greater Miami & the Beaches

Total Market Overview

As previously noted, a record number estimated at 13.4 million visitors stayed at least one night in Greater Miami and the Beaches, resulting in \$20.7 billion in direct expenditures in the area.

An overwhelming 70.8% came for leisure/vacation, 12.5% for business/convention, 7.1% for a cruise and the balance for personal/other reasons. Most, 41.2%, stayed in Miami Beach.

More than half of the visitors, 53%, stayed in a hotel/motel during their visit, with the balance staying with friends and family. No surprise that the VFR (visiting friends and relatives) has increased since the economic decline.

As noted, the most popular place to stay for all visitors is Miami Beach, with 41.2% of the visitors staying there, which of course is good news for the Town of Surfside. Additionally, another 9.8% stay in North Dade/Sunny Isles Beach, again another opportunity.

Although as a nation-wide trend, solo travel is up, this is not the case for our area. Solo travel was down to 33.7% in 2011 from 35.8% in 2010. However, for that same time period, parties of two are up to 52.4% from 48.8%. The vast majority, 96.9%, arrived by air, due to the higher visitation by the international traveler.

An incredible 90.4% of overnight visitors were extremely or very satisfied with their visit in 2011. The figure does not fluctuate much between domestic (89.4%) and international (91.7%). Also, 91% intend to return to Miami. It is this second-time visitor who may be more apt to try a new destination such as the Town of Surfside. Already, four out of five travelers are repeat visitors.

When surveyed about the features most liked about Miami, weather was number one, at 49.2%. This was followed by attractions, which includes both gated attractions and unpaid attractions such as the many festivals that are held. Third was South Beach/Ocean Drive, followed by the beaches, nightlife, sun bathing, shopping, restaurants, international ambiance, friendly people, and cultural activities. As noted below, this is very different between the domestic vs. the international traveler.

Interesting to note that not only was Art Deco/South Beach listed as the number one most visited area; but also out of the top ten, six favorite places were actually destinations within Miami instead of attractions. That indicates that our visitor to Miami likes to go and experience “places” vs. just going to the attractions. This is another opportunity for Surfside.

The average age of all visitors is 43 years, and 61.8% are between the age of 35 and 64.

Domestic Market

Domestic visitors accounted for almost 52% of overnight visitors, up 6.2% over 2010. The majority come from the Northeast region of the country resulting in 3.3 million visitors which set the record in 2011. However, the South showed the greatest growth, up 8.4%, generating 1.7 million visitors. Both the Midwest and western regions were also up in 2011.

TOP 10 DOMESTIC MARKETS	2011 VISITORS	% CHANGE 2011 VS. 2010
New York	1,758,046	5.4%
Chicago	409,586	6.6%
Philadelphia	397,463	5.0%
Boston	301,428	8.2%
Atlanta	264,542	8.6%
Washington DC	193,419	4.9%
Dallas/Ft. Worth	183,931	9.0%
Detroit	148,660	6.6%
Los Angeles	136,190	6.8%
Houston	121,665	8.4%

Sixty six percent of domestic travelers come for leisure, and 60.6% stayed in a hotel/motel with the rest staying with friends and family.

Favorite features by the domestic market are weather, beaches, South Beach/Ocean Drive, Attractions, night life, sun bathing, international ambiance, friendly people, restaurants and cultural activities.

Eighty-two percent said they did not find anything that they disliked. The other 18 percent mentioned items that included traffic, prices, service, too crowded and weather.

International Market

While domestic visitation was up 6.2%, the international markets showed even greater strength as they were up 7.2% accounting for 48% of all visitors. International visitors are drawn to Miami due to the rich culture and diversity and remain one of the top U.S. cities visited by international travel. Latin America accounted for 4.4 million visitors in 2011 – a 9.2% increase

TOP 10 INTERNATIONAL MARKETS	2011 VISITORS	% CHANGE 2011 VS. 2010
Brazil	634,155	14.2%
Canada	627,931	6.9%
Argentina	417,981	9.5%
Colombia	394,395	8.5%
Venezuela	354,311	8.3%
Germany	338,785	2.0%
England	285,592	(1.8%)
Bahamas	229,752	1.4%
France	192,004	3.5%
Costa Rica	181,063	2.8%

While 70.8% of all overnight travel is for leisure, that figure is even higher for the international traveler, 83.1%. More international travelers (54.9%) than domestic (38.9%) stayed with friends and family.

Favorite activities for the international traveler are the attractions, South Beach/Ocean Drive, shopping, weather, night life, restaurants, beaches, international atmosphere, culture, and friendly people.

Niche Markets

The cruise business is growing and many people enjoy a pre- or post-cruise opportunity. There will be opportunities to package pre/post cruise stays at the hotels in Surfside.

Due to a high percentage of VFR (Visiting Friends and Relatives) travel to Miami and the Beaches, especially from the international markets, this will be an important niche market to reach.

The meetings and convention markets may present an opportunity – not for onsite meetings, as there does not seem to be much product available in Surfside – but possibly as off-site venue functions utilizing our restaurants.

5. Target Markets Identified for the Town of Surfside

Throughout this Plan, we will consider the following target markets based on current market strengths.

Domestic Markets – trade and consumer

- DMOs
- Group leisure travel tour operators
- Meeting Planners
- Affinity groups
- Destination events (wedding, ceremonies, etc.)
- Domestic Travel Media for PR (trade and consumer)

- The following are the domestic markets to target:
 1. New York – 1,758,046 visitors
 2. Chicago – 409,586
 3. Philadelphia – 397,463
 4. Boston – 301,428
 5. Atlanta – 264,542
 6. Washington, DC – 193,419

The International Markets – trade and consumer

- DMOs (GMCVB, Visit Florida, BRAND USA)
- RSAA-Receptive Tour Operators (RTOs) who contract with the overseas tour operators
- International Tour Operators
- On-line travel partners such as thetouroperator.com
- International Travel Media for PR (trade and consumer)

The following are the international markets to target:

1. Brazil - #1 growth market – 634,155 visitors
2. Canada – 427,931
3. South America (Argentina, Colombia, Venezuela) – 1,166,687
4. Germany, UK, France and Italy – 971,269
5. Central America – 537,600
6. Bahamas – 229,752

Types of Travel - International and Domestic

- Leisure – FIT and Group
- VFR (Visiting Friends and Relatives)
- Cruise ship Passengers – pre- and post- visitations

6. Travel and Tourism Trends

The link below is an interesting and entertaining look into the future. It is a YouTube video called “The Future of Travel” and is described as a fun look at how technology can help travel in the future become a little easier. While this technology seems very far off, in reality it may not be that far-fetched. Already tickets for space travel are being sold by Virgin Galactic, Richard Branson’s company - <http://www.virgingalactic.com>

Proximity Mobile Marketing is already here, too offering travelers real-time discounts at stores and restaurants via their smart phone as soon as they enter the destination. The phone knows you are there!

<http://www.youtube.com/watch?v=VsJfA1K6ELo>

The point is that technology is rapidly changing. To keep up with this changing technology and how it will affect travel in the future, it is important to stay on top of the trends in travel. The following are the current trends affecting today’s travel.

Top Tourism Trends of the Day...

- The New Frugal – drives the majority of travelers’ planning and shopping behavior
 - Always seeking “a good deal”
 - Determined to find good value
 - 75% of U.S. consumers have become smarter shoppers
 - 64% will pay full price if guaranteed quality AND service

Significance to The Town of Surfside – Business Improvement goals of Downtown businesses and proposed BID need to take this into consideration.

- Social Media and Mobile Marketing - must be integrated and used. Keep on top of new developments such as Pinterest.

Significance to The Town of Surfside – Social media is the way to engage the traveler at all touch-points...when they are planning their trip, while they are at their destination and after they have returned home. Mobile Marketing provides real-time offers to the traveler as they approach the destination.

- Culinary
 - Departure from signature chef restaurants
 - Focus on regional specialties – BBQ, Cajun, seafood
 - Food trucks and exhibitions
 - Tastings expand from wine and tequilas to teas and fresh juices
 - Agriculture tours - planting and harvesting - from field to table
 - Do it yourself gourmet kits - rolling sushi, confectionaries, etc.
 - Cooking, grilling, canning and baking classes or workshops

Significance to The Town of Surfside – Knowing this provides opportunities to create culinary events to attract today’s traveler.

- Cultural Travel Immersion
 - Not just viewing...creating. Museums and galleries offer art classes.
 - Travel photographers offer landscape photography classes.
 - Performing arts offer dance and theatre classes.
 - Orchestras and regional artists teach music classes.
 - Authors teach writing for travel or short stories, then publish books.
 - Local artisans teach crafts.

Significance to The Town of Surfside – Adding art, music and cultural programming could enhance the tourism program and offer diverse choices for individuals on group trips. Special events will play an important role.

- Health and Wellness
 - More than a spa - Mind and Body
 - “Deprivation Vacations” – for those who feel “deprived” during their everyday life and need a change.
 - Cleanses, wraps and detox
 - 37% of international travelers seek spa treatments
 - “Spiritual”, faith-based and religious studies and cultural immersions
 - Yoga

Significance to The Town of Surfside – The addition of a spa would give The Town of Surfside another attraction for the visitor market. Some of the hotels, including the Surf Club, may have a spa component.

- Friends and Family
 - Family travel is multi-generational.
 - Travel with kids is up 17% since 2000.
 - Girlfriend Getaways and Bro-cations are still popular (usually spa and sport related, with shopping).
 - Solo travel is increasing.
 - “Ceremonial Travel” takes the place of weddings, anniversaries, graduations, reunions and includes GLBT commitments and Ash Releases/Celebrations of Life.

Significance to The Town of Surfside – These are all trends that can be taken advantage of with different tourism programs.

- Pet Friendly – The Town of Surfside should be pet-friendly as traveling with pets is very popular.
- Cruising – A growing industry, notwithstanding the recent Carnival Cruiseline incident.

7. Other Information

E-Surveys

In early February, an e-survey (attached) was emailed to Downtown Surfside business owners to identify current and future advertising strategies. There has not been a significant response to the survey.

We will facilitate completion of this survey and identify more specific objectives as part of the 5-Year Strategic Tourism and Business Improvement District (BID) planning processes.

Business & Property Owner Meeting – February 13, 2013

On Wednesday, February 13th, “kickoff” meetings were scheduled for business and commercial property owners at 9:00am and 6:30pm. Invitations to the meetings were emailed to business owners and mailed to property owners. Town staff members distributed invitations to business owners by hand.

In addition to staff, seven people attended the 9:00am meeting:

Olga Brismendi – Hair & Body New Dimensions

Barbara Cohen – Tourist Board

Andy Labrada – Event X llc/Downtown Vision Action Committee

Pauline Johnson – Property Owner

Bill Reynolds – Amtrust Bank

Walid Sfeir – Surf Club

Andre Shambley – Real Living/First Service Realty

The meeting started with a presentation outlining the Strategic Tourism and Business Improvement District (BID) planning processes. The presentation was followed by question and answer and a brainstorming session. Results of the brainstorming session are included in the next section.

Only Barbara Cohen and Andy Labrada attended the evening session. As they had both attended the meeting in the morning, discussion was informal.

8. Brainstorming Session – February 13, 2013

Strengths

What do you love about Downtown Surfside?

- Great walking/pedestrian-friendly experience
- Prime for growth
- Vibrant, young & eclectic
- Offers a variety of price ranges
- Relaxed, touristy
- Reasonably priced shopping - like Mason Blanc/ other retail in the past
- Location
- Small town feeling
- Feels like resort – far away, but you're not
- Community/people visiting with each other
- Starbucks coming
- Resident \$10 parking program

Why do people come to your store?

- Traveling between Aventura and South Beach
- Personal service – long term clients
- Bank customers are strictly local

What would you say to promote Downtown Surfside?

- Variety of shops
- “Affordable Luxury”

Weaknesses

What things do you love less about Downtown Surfside? (Problems)

- Parking “times 10”
 - Price for employee parking
 - Lack of ease
 - Hate the meter system
- One-way traffic “pairs”
- Current environment not conducive to retail leasing
- Not enough trees
- Not enough businesses advertise – no outreach
- Undesirables/quality of some clientele
- Business mix – so many salons in a two block area

Opportunities

What events might bring more potential customers/visitors to Downtown Surfside?

- Art Festival– signature event
- Other annual signature event
- Third Thursdays – commitment to continually increase quality
- Daytime events
- Farmers Market (like previous – in different location)
- Business-to-Business – “Come have wine in my place” during Third Thursdays
- Need to:
 - involve businesses in events
 - build consensus with businesses to support events
 - advertise events

When visitors return home, what do you wish they would tell others about Surfside? (Initial Branding discussion)

- WOW!
- I want to move here!
- I’ve been here before; what a change!
- Must stop! (South Beach visitor going to Bal Harbor)
- Must stop! (Visitor just passing through South Florida)
- It’s a charming town and a charming experience.

Questions/Comments from Participants

- Who is our competition and how are we going to position ourselves in the South Florida market?
- How can we attain a proper merchandise mix?
 - We cannot control but we can influence.
 - “Sometimes the accident can be more interesting than the intentional.”
- BID Questions:
 - What do property owners think of the BID?
 - Property owners will want to know the Return on Investment (ROI)
 - Are other BIDS successful?
 - How are BIDs staffed?
 - Will residents be represented on a BID Board?

9. Outline of Phase Two – Surfside Strategic Tourism Plan

With the Audit completed, we will begin work on the Strategic Tourism Plan, which will define how the Town of Surfside should move forward to brand and market itself. The objectives of the 5-Year Strategic Tourism Plan are:

- Develop Target Markets
- Develop a Situation Analysis
- Identify Strengths & Weaknesses
- Set Goals & Objectives
- Determine Appropriate Message Points
- Determine the Strategies
- Identify Specific Marketing Tactics
- Develop Systems for Measurement/Evaluation
- Determine 5-Year Budget
- Review Governance & Structure
- Determine Staffing Needs
- Identify “Buy in” & Approval Process
- Define a process for Annual Update of the Strategic Tourism Plan

Title: Florida Water and Land Legacy Amendment

Submitted By: Daniel Dietch, Mayor

Objective: That the Surfside Town Commission approve the enclosed Resolution supporting the Florida Water and Land Legacy Campaign.

Consideration: Florida has a wide array of important natural resources including springs, lakes, rivers, wetlands, and aquifers that are at risk from myriad factors. Accordingly, land conservation and management is critical. Florida is the fourth most populous state in the country, which places intense pressure on the state's land and water resources. As the state's economy recovers from recession, growth and development pressures are again mounting and threaten our remaining natural areas.

For almost twenty years, regardless of the party in power, Florida Governors and Legislatures provided funding for land and water conservation. Beginning in 2009 and continuing today, funding for land conservation has declined by 96 percent. Other environmental and conservation projects, including Everglades Restoration, have experienced similar reduction.

In 2011, leaders from Florida's top conservation and environmental organizations met to discuss this critical funding problem and agreed that the only way restore funding for water protection and land conservation was to amend the state constitution via the initiative petition process. On September 26th, the Florida Supreme Court agreed that the Water and Land Conservation amendment satisfied legal requirements for placement on the November 2014 ballot.

Florida's Water and Land Legacy is the campaign working to pass the Water and Land Conservation amendment in 2014. The Florida Water and Land Conservation amendment will create the largest dedicated funding source for land and water conservation, restoration and management in the country. The Water and Land Conservation amendment dedicates funding for conservation, management and restoration of Florida's water and land resources for twenty years. The amendment sets aside one-third of the existing documentary stamp tax (paid when real estate is sold) to restore the Everglades, protect drinking water sources, and revive the state's historic commitment to protecting natural lands and wildlife habitat through the Florida Forever program.

RESOLUTION NO. 13 – _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA ("TOWN"); ENDORSING AND ENCOURAGING SUPPORT OF THE FLORIDA WATER AND LAND CONSERVATION AMENDMENT, WHICH WOULD DEDICATE FUNDS TO ACQUIRE AND RESTORE FLORIDA CONSERVATION AND RECREATION LANDS; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, protection of the quality and quantity of Florida's drinking water sources is a primary responsibility of our state; and

WHEREAS, the State of Florida is known for beautiful rivers, lakes, streams, spring sheds, wetlands, forests, wildlife habitat and beaches and shores, and these natural assets are central to our quality of life and economic vitality; and

WHEREAS, outdoor recreation in Florida represents a \$38 billion annual industry, employing 329,000 people, and over 6.4 million people annually hunt, fish, or view wildlife in our state; and

WHEREAS, restoration of the Florida Everglades is the most comprehensive ecological restoration in the world's history, and impacts the drinking water of a large portion of Florida's residents; and

WHEREAS, our state has a longstanding commitment to protection of outdoor recreation lands, including recreational trails, parks, and urban open space; rural landscapes; working farms and ranches; historic and geologic sites; and

WHEREAS, for 19 years, with bi-partisan support of every governor and legislature that served from 1990 through 2008, Preservation 2000 and Florida Forever were funded annually at \$300 million per year; and

WHEREAS, Florida Forever has not received significant, sustained, or predictable funding since 2009; and

WHEREAS, Article II Section 7 of the Florida Constitution states, "It shall be the policy of the state to conserve and protect its natural resources and scenic beauty," and yet since 2009 funding for land conservation, management, and restoration, including Florida Forever has been cut drastically; and

WHEREAS, Florida Cities and Counties have benefited from state land conservation, management, and restoration programs, including Preservation 2000 and Florida Forever; and

WHEREAS, Florida Cities and Counties have benefited directly by receiving grants from state land conservation, management, and restoration programs, including the Florida Communities Trust, Florida Recreation Development Assistance Grants (FRDAP), the Florida Historic Preservation grants, and the Florida Greenways and Trails program; and

WHEREAS, acquisition, management, restoration of natural systems, and the enhancement of public access or recreational enjoyment of conservation lands requires a sustainable, dedicated source of state funding; and

WHEREAS, the documentary stamp tax has been the historic source of state funding for conservation and recreation in Florida; and

WHEREAS, the Water and land Conservation amendment will dedicate less than 1 percent of the budget of the State of Florida to protecting Florida's water and land, without increasing taxes; and

WHEREAS, 82 of 100 Florida city and county land conservation ballot measures have been approved since 1988 by voters throughout the state, including almost every major urban county, many by overwhelming margins in excess of 70 percent, and an average of 63 percent.

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. Support by the Town of Surfside Town Commission. The Town Commission hereby endorses the Florida Water and Land Conservation Amendment and encourages support of this Amendment by the Florida League of Cities, Florida Association of Counties, and other organizations that seek to enhance the quality of life throughout the state of Florida.

Section 3. Authorization and Approval. The Town Commission authorizes and approves the Town Manager and/or his designee to take all actions necessary to implement this Resolution.

Section 4. Direction to the Town Clerk. The Town Clerk is hereby directed to transmit a copy of this Resolution to the Florida League of Cities, Florida Association of Counties, and any other local government agency that may request the same.

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

PASSED AND ADOPTED this 8th day of October 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, Town Attorney



Town of Surfside Commission Communication

Agenda Item #: 4A1
Agenda Date: October 8, 2013
Subject: Veterinary Clinics
From: Sarah Sinatra Gould, AICP, Town Planner

Background: A resident, who is also a veterinarian, has asked staff to look at Section 90-41 of the Code, which states that business offices, except veterinary offices, are permitted in the business district. This provision specifically prohibits all veterinary offices in Town.

Analysis: Staff has reviewed a number of codes, including Coral Gables, Miami Beach, Bay Harbor Islands and Bal Harbour. Of the codes reviewed, only Coral Gables and Miami Beach specifically permit veterinarian clinics. Typically, municipalities that permit veterinary offices require a conditional use or special exception application, which requires the Commission to analyze the specific location requested for the use, and determine if any special conditions should be applied to the use.

Public Meetings: The Planning and Zoning Board heard this topic as a discussion item at their July 25, 2013 meeting. The Board indicated that if an ordinance were prepared, they wished to see additional controls added into the text. These controls include distance separation requirements (500 feet) between veterinary clinics, requiring patient access through the rear of the property and provide an area on the private property for the animals to be walked. The Planning and Zoning Board recommended that the Town Commission discuss this item prior to directing the Town Planner to draft an ordinance.

The Town Commission heard this item at their August 13, 2013 meeting, but due to lack of a full board, a Commissioner requested to take no action on this item until the following Commission meeting.

A Planning and Zoning Board member requested that the item be placed back on the August 29, 2013 Planning and Zoning Board meeting. The Board voted to direct staff to prepare an ordinance for the Town Commission to review at their September 17, 2013 meeting.

The Town Commission heard this application on first reading at their September 17, 2013 meeting. The Town Commission requested that the ordinance be modified to include revocation provisions if the applicant violates any of the conditions of the application, a reduction of the requirement to provide retail sales and permit grooming as an ancillary use to a veterinary service.

Staff Recommendation: If the Town wishes to permit this use, Staff recommends that the use be a Conditional Use, rather than a permitted use. A Conditional Use will allow the Planning and Zoning Board and Town Commission to analyze the use based on the specific location and propose mitigation for any negative effects of the use. In an application for a veterinary clinic, the Town should consider such factors as sound proofing and determining where the animals will be walked.

Budget Impact: N/A

Growth Impact: N/A

Staff Impact: N/A



Sarah Sinatra Gould, AICP, Town Planner



Michael Crotty, Town Manager

ORDINANCE NO. 13-_____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 "ZONING" OF THE TOWN OF SURFSIDE CODE OF ORDINANCES AND SPECIFICALLY AMENDING SECTION SEC. 90-41(d) "REGULATED USES" ADDING VETERINARY OFFICE AS A CONDITIONAL USE; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 90-41 of the Code states that business offices, except veterinary offices, are permitted in the business district; and

WHEREAS, Section 90-41 specifically prohibits all veterinary offices in Town; and

WHEREAS, permitting veterinary offices will require a conditional use application, which will require the Town Commission to analyze the specific location requested for the use, and determine if any special conditions should be applied to the use; and

WHEREAS, the Town Commission recognizes the need to regulate veterinary offices for the health, safety and welfare of the Town; and

WHEREAS, the Town has attempted to create regulations to address the specific needs of the this unique community and continues to amend these regulations to address the placement of veterinary offices as they may best suit the needs of the community; and

WHEREAS, the Town Commission held its first public hearing on September 17, 2013, having complied with the notice requirements required by Florida Statutes; and

WHEREAS, the Planning and Zoning Board, as the local planning agency for the Town, has held a public hearing on October 2, 2013 and recommended approval of the proposed

amendments to the Code of Ordinances and also found the proposed Code amendments to be consistent with the Comprehensive Plan; and

WHEREAS, the Town Commission shall have conducted a second duly noticed public hearing on these regulations as required by law on October 8, 2013.

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

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

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

Sec. 90-41. Regulated uses.

Applicability and validity of tables. Nothing shall be used to misconstrue or reinterpret the provisions, limitations and allowances made here in.

(a) *Purpose.* Permitted uses are considered to be fundamentally appropriate within the district in which they are located and are deemed to be consistent with the comprehensive plan. These uses are permitted as of right, subject to the required permits and procedures described in this section. Permitted uses require final site plan review and approval for compliance with the standards applicable to a particular permitted use as provided in this zoning code.

(b) *Permits required.* Except as explicitly provided herein, no use designated as a permitted use in this chapter shall be established until after the person proposing such use has applied for and received all required development permits.

(c) *Table—Regulated uses.*

	H30A	H30B	H30C	H40	H120	SD-B40
Office Uses and Professional Services						

Business and professional offices, except veterinary offices	-	-	-	-	-	P
<u>Veterinary office</u>	-	-	-	-	-	<u>CU</u> <u>(24)</u>

(24) Veterinary Office is a facility for the diagnosis and treatment of pet animals.

Pet Animals are defined as dogs, cats, rabbits, guinea pigs, hamsters, mice, ferrets, birds and fish retained for the purposes of being kept as a household pet.

Veterinary offices approved by Conditional Use are subject to the following:

- a. Animals shall be walked on the premises in an enclosed area and all waste shall be disposed of immediately.
- b. No overnight boarding shall be permitted.
- c. Soundproofing shall be required and the noise outside the building shall not exceed that of average daily traffic measured at the lot line.
- d. No malodor shall be perceptible at the boundary of the premises.
- e. All waiting rooms and patient areas shall not be visible from the public right of way.
- f. A minimum of 10% of the floor area of the establishment shall provide retail sales located at the front of the establishment.
- g. Grooming shall be permitted as an ancillary use to a veterinary service.
- h. There shall be a minimum distance separation of 500 feet between veterinary offices.
- i. A violation of any of the conditions described in Section 90-41 (24) a – h, or a violation of the Standards of Review in Section 90-23.2 or a violation of additional conditions required by the Town Commission, shall result in the rescinding of the Conditional Use permit after the Conditional Use permit holder has been notified of these deficiencies. An administrative decision to revoke the Conditional Use permit may be appealed to the Town Manager within thirty (30) days of the date of the revocation. The Town Manager shall schedule an informal hearing with the applicant and the Town Manager's decision shall be rendered in writing within ten days of the meeting. Any decision made by the Town Manager regarding Conditional Use permits may be appealed to the Town Commission.

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

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

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


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

Daniel Dietch, Mayor

Attest:

Sandra Novoa, Town Clerk

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



Linda Miller, Town Attorney

On Final Reading Moved by: _____

On Final Reading Seconded by: _____

Vote:

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



Town of Surfside Commission Communication

Agenda Item #: 4B1
Agenda Date: October 8, 2013
Subject: Capital Improvement Element Update
From: Sarah Sinatra Gould, AICP, Town Planner

Background: Florida Statutes require municipalities to update their Capital Improvement Element on an annual basis. In particular, the Schedule of Capital Improvements (SCI) within the Capital Improvement Element must be updated to show projects needed to maintain Comprehensive Plan level of service standards.

Analysis: Chapter 163 of the Florida Statutes requires each Comprehensive Plan to include a Schedule of Capital Improvements in the Capital Improvements Element. The Schedule of Capital Improvements (SCI) of the Capital Improvements Element is a subset of the Town's Capital Improvement Plan (CIP). The Capital Improvements Element includes projects which are necessary to ensure that adopted level of service standards provided in the Comprehensive Plan are achieved and maintained for a five year period. Level of service standards in the Comprehensive Plan include standards for stormwater, water, wastewater, transportation, schools, and parks. Therefore, the projects included in the Capital Improvements Element will be specific to the Comprehensive Plan level of service standards and will not include some projects in the Capital Improvement Plan such as the Downtown Harding Avenue Streetscape improvements, the vehicle replacement program and the Tennis Center renovations.

The Capital Improvements Element must also include transportation improvements included in the applicable state funded projects such as Florida Department of Transportation and Miami-Dade Metropolitan Planning Organization's (MPO) transportation improvement program if such improvements are relied upon to ensure concurrency. Both "Level of Service" and "Concurrency" are methods of measuring the availability and timing for installation of infrastructure that ensures new development has adequate services to handle site impacts.

New to the Schedule of Capital Improvements is the creation of a dog park at 93rd Street and Byron Avenue in Table 9-10C. Landscaping, fencing and equipment will be added to an existing Town property, which is also currently being utilized as a pump station, to create the new park. The utilization of a portion of this property to a dog park will increase the Town's overall park space by 0.11 acres and improves the overall park level of service.

The following table highlights the different projects in the Capital Improvement Plan and the Capital Improvements Element:

<i>Project Name</i>	<i>Included in Capital Improvement Plan</i>	<i>Included in the Capital Improvements Element</i>
Downtown Harding Avenue Streetscape Improvements	Yes	No
95 th Street End Project	Yes	No
Vehicle Replacement Program	Yes	No
Wastewater System Rehabilitation Program	Yes	Yes
Seawall Rehabilitation	Yes	No
SR922/96 th Street Resurfacing	No	Yes
Dog Park	Yes	Yes
Street End Landscaping (Residential)	Yes	No
Tennis Center Renovations	Yes	No
Miami-Dade Public Schools Five-Year Facilities Work Program	No	Yes

Staff Recommendation: Staff recommends that the Town Commission approve the annual update of the Capital Improvement Element on first reading.

Budget Impact: The Capital Improvement Element must be coordinated with the Town's adopted budget.

Growth Impact: N/A

Staff Impact: N/A



Sarah Sinatra Gould, AICP, Town Planner



Michael Crotty, Town Manager

TABLE 9-10DE School Facilities Work Program
Miami-Dade Public Schools Five-Year Facilities Work Program for
2012-2013 through 2016-2017 2011-12 through 2015-16
adopted September 5, 2012 September 7, 2011

Table 9-10C
Park Projects

<u>Town Park Projects</u>							
<u>Project Name</u>	<u>Location</u>	<u>FY2013</u>	<u>FY2014</u>	<u>FY2015</u>	<u>FY2016</u>	<u>FY 2017</u>	<u>Total</u>
Dog Park (Landscaping, fencing, and equipment)	Intersection of 93 rd Street and Byron Avenue	\$18,000					\$18,000
<u>Total Cost of Park Projects</u>		\$18,000					\$18,000

Source: Town of Surfside, Calvin, Giordano & Associates, Inc.

The Town is converting an existing Town pump station property at Byron Avenue and 93rd Street to a dog park. Improvements include landscaping, fencing, and equipment. The project will add to existing park space.

**Table 9-10D
Gas Tax Projects**

Gas Tax/Citizens' Independent Transportation Trust (CITT) Projects								
Project Name	Location	FY-2012	FY-2013	FY-2014	FY-2015	FY-2016	FY-2017	Total
Traffic-Median Design and Installation	88 th Street and Byron Avenue	\$84,750						\$84,750
Traffic Study	All Town-owned Roads	\$49,550.80						\$49,550.80
Traffic-Calming Device Installation (Estimated Five Devices)	Location To Be Determined By Traffic Study		\$200,000					\$200,000
Total Cost		\$134,300.80	\$200,000					\$334,300.80

Source: Town of Surfside Finance Department.

The Traffic Management Program is a program to implement various traffic-calming devices throughout the Town. Traffic-calming devices help lower vehicle speed and prevent cut through traffic on local roads. Traffic-calming devices can include but are not limited to speed tables, roundabouts, partial road closures, road narrowing, and chicanes. Included in the funding are a traffic median design and installation project, a traffic study, and installation of an estimated five traffic-calming devices.

**Table 9-10BC
FDOT Projects**

FDOT Projects									
Project Name	Location	Included in MPO TIP	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	Total
SR-A1A/Collins Ave/Harding Ave Resurfacing FDOT Item No. 4198584 and 4198234	Northbound along Collins Avenue from 76 th Street to north of 96 th Street. Southbound on Harding Avenue from Bal Harbour Shops to 94 th Street.		\$3,640,593						\$3,640,593
SR922/96 th St. Resurfacing FDOT Item No. 4274211	From 163 feet east of E. Bay Harbor Drive to SR A1A/Collins Avenue	Yes		\$470,505 \$384,089	\$57,736				\$528,241 \$384,089
Total Cost of FDOT Projects			\$3,640,593	\$470,505 \$384,089	\$57,736				\$528,241 \$3,991,682

Source: Florida Department of Transportation; FY2013-FY2017FY2012-2046 Transportation Improvement Program, Miami-Dade Metropolitan Planning Organization

Table 9-10A
Wastewater and Potable Water Projects

Town Wastewater and Potable Water Projects								
Project Name	Location	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017	Total
Wastewater System Rehabilitation Program	Townwide	\$900,324	\$65,000					\$965,324
Collins Avenue Southern Sanitary Force Mains Improvement Project	Entire length of Collins Avenue through Surfside	\$3,300,000						\$3,300,000
Water System Program	Townwide	\$1,067,433						\$1,067,433
Total Cost of Wastewater and Potable Water Projects		\$5,267,754	\$65,000					\$5,332,754

Source: Town of Surfside; Calvin, Giordano and Associates, Inc.

Notes: Description of Wastewater Rehabilitation Program: The Wastewater Rehabilitation Plan consists of three phases. Phase I required the placement of full dish gaskets on manhole openings and brings the Town in partial compliance with the mandates from the Miami-Dade Department of Regulatory and Economic Resources (RER). Phase II requires the repair or lining of sanitary sewer lines as detected by the recent cleaning and video project. Phase III (renovating pump stations) will complete the requirements as outlined in the Sanitary Sewer Evaluation Study (SSES).

Description of Collins Avenue Southern Sanitary Force Mains Improvement Project: This project involves the replacement of the force main sewer line along Collins Avenue throughout Surfside coordinated with similar work in Bal Harbour. Description of Water System Program: This project provides for the replacement of about 11 miles of water system pipe known to be in particularly poor condition.

Description of Water System Program: This project provides for the replacement of about 11 miles of water system pipe known to be in particularly poor condition.

Schedule of Funded Capital Improvements by Category
 Tables 9-10A-ED-make up the Town's Schedule of Capital Improvements. Funding sources are shown where applicable.

Table 9-10A
Stormwater Projects

Town Stormwater Projects									
Project Name	Location	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017	Total	
Stormwater Pollution Control Project	Townwide	\$668,784						\$668,784	
Total Cost of Stormwater Projects	-	\$668,784						\$668,784	

Source: Town of Surfside; Calvin, Giordano and Associates, Inc.

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ADOPTING THE 2013 ANNUAL UPDATE TO THE CAPITAL IMPROVEMENTS ELEMENT WITHIN THE TOWN'S COMPREHENSIVE PLAN IN ACCORDANCE WITH SECTION 163.3177, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY AND CONFLICT; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2005, the Florida Legislature passed Senate Bill 360, which required, in part, that local governments annually update the Capital Improvements Element contained in their Comprehensive Plans in order to ensure that the required level of service standard for the public facilities listed in Section 163.3180, Florida Statutes is achieved and maintained over the planning period; and

WHEREAS, pursuant to Section 163.3177, Florida Statutes, all local governments are required to adopt this update annually; and

WHEREAS, the Town Commission held its first public hearing on October 8, 2013; and

WHEREAS, the Town of Surfside Planning and Zoning Board, as the local planning agency for the Town of Surfside ("Town"), recommended approval of the proposed amendments to the 2013 Capital Improvements Element of the Town of Surfside Comprehensive Plan ("Comprehensive Plan") on October 24, 2013; and

WHEREAS, the Town Commission shall have conducted a second duly noticed public hearing on these regulations as required by law on November 8, 2013.

WHEREAS, after having received input and participation by interested members of the public and staff, and having considered the recommendation of the Town of Surfside Planning and Zoning Board and staff, the Town Commission found the proposed update to the 2013 Capital Improvements Element to be consistent with the Comprehensive Plan; and

WHEREAS, the Town Commission has conducted a first and second reading of the proposed ordinance at duly noticed public hearings as required by law and further finds the proposed changes to the Capital Improvements Element of the Comprehensive Plan necessary and in the best interest of the Town.

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. Adoption of the Annual Update to the Capital Improvements Element.

The Town Commission hereby adopts the annual update to the 2013 Capital Improvements Element contained in the Town of Surfside Comprehensive Plan, which is attached as Exhibit "A."

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 Comprehensive Plan in conflict herewith are intended to be repealed to the extent of such conflict.

Section 5. Inclusion in the Comprehensive Plan. 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 Comprehensive Plan, 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 immediately upon passage by the Town Commission on second reading, except that the effective date of the Plan Amendment approved by this Ordinance shall be the date a final order is issued by the state land planning agency or administration commission finding the Plan Amendment in compliance in accordance with Section 163.3184, Florida Statutes, whichever occurs earlier. The state land planning agency or administration commission's notice of intent to find the Plan Amendment in compliance shall be deemed to be a final order if no timely petition challenging the Plan Amendment is filed.

PASSED and ADOPTED on First Reading the _____ day of _____, 2013.


PASSED and ADOPTED on Second Reading this _____ day of _____, 2013.

Daniel Dietch, Mayor

Attest:

Sandra Novoa
Town Clerk

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


Linda Miller, Town Attorney

On First Reading Moved by: _____

On Second Reading Seconded by: _____

Vote:

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

Schedule of Funded Capital Improvements by Category
 Tables 9-10A-ED make up the Town's Schedule of Capital Improvements. Funding sources are shown where applicable.

Table 9-10A
 Stormwater Projects

Town Stormwater Projects								
Project Name	Location	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017	Total
Stormwater Pollution Control Project	Townwide	\$668,784						\$668,784
Total Cost of Stormwater Projects	-	\$668,784						\$668,784

Source: Town of Surfside; Calvin Giordano and Associates, Inc.

**Table 9-10AB
Wastewater and Potable Water Projects**

Town Wastewater and Potable Water Projects								
Project Name	Location	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017	Total
Wastewater System Rehabilitation Program	Townwide	\$900,324	\$65,000					\$965,324
Collins Avenue Southern Sanitary Force Mains Improvement Project	Entire length of Collins Avenue through Surfside	\$3,300,000						\$3,300,000
Water System Program	Townwide	\$1,067,433						\$1,067,433
Total Cost of Wastewater and Potable Water Projects		\$5,267,764	\$65,000					\$5,332,764

Source: Town of Surfside, Calvin, Giordano and Associates, Inc.

Notes: Description of Wastewater Rehabilitation Program: The Wastewater Rehabilitation Plan consists of three phases. Phase I required the placement of full dish gaskets on manhole openings and brings the Town in partial compliance with the mandates from the Miami-Dade Department of Regulatory And Economic Resources (RER). PERA, Phase II requires the repair or lining of sanitary sewer lines as detected by the recent cleaning and video project. Phase III (renovating pump stations) will complete the requirements as outlined in the Sanitary Sewer Evaluation Study (SSES).

Description of Collins Avenue Southern Sanitary Force Mains Improvement Project: This project involves the replacement of the force main sewer line along Collins Avenue throughout Surfside coordinated with similar work in Bal Harbour. Description of Water System Program: This project provides for the replacement of about 14 miles of water system pipe known to be in particularly poor condition.

Description of Water System Program: This project provides for the replacement of about 14 miles of water system pipe known to be in particularly poor condition.

Table 9-10B
FDOT Projects

FDOT Projects									
Project Name	Location	Included in MPO TIP	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY2017	Total
SR-A1A/Collins Ave/Harding Ave Resurfacing FDOT Item No- 4198684 and 4198234	Northbound along Collins Avenue from 75 Street to north of 96 th Street. Southbound on Harding Avenue from Bal Harbour Shops to 94 Street.		\$3,610,583						\$3,610,583
SR922/96 th St. Resurfacing FDOT Item No. 4274211	From 163 feet east of E. Bay Harbor Drive to SR A1A/Collins Avenue	Yes		\$470,505 \$384,089	\$57,736				\$528,241 \$384,089
Total Cost of FDOT Projects				\$3,610,583	\$470,505 \$384,089	\$57,736			\$528,241 \$3,994,682

Source: Florida Department of Transportation, FY2013-FY2017 Transportation Improvement Program, Miami-Dade Metropolitan Planning Organization

Table 9-10D
Gas Tax Projects

Gas Tax/ Citizens' Independent Transportation Trust (CITT) Projects								
Project Name	Location	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	Total
Traffic Median Design and Installation	88" Street and Byron Avenue	\$84,750						\$84,750
Traffic Study	All Town-owned Roads	\$49,550.80						\$49,550.80
Traffic Calming Device Installation (Estimated Five Devices)	Location To Be Determined By Traffic Study		\$200,000					\$200,000
Total Cost		\$134,300.80	\$200,000					\$334,300.80

Source: Town of Surfside Finance Department

The Traffic Management Program is a program to implement various traffic calming devices throughout the Town. Traffic calming devices help lower vehicle speed and prevent cut through traffic on local roads. Traffic calming devices can include but are not limited to speed tables, roundabouts, partial road closures, road narrowing, and chicanes. Included in the funding are a traffic median design and installation project, a traffic study, and installation of an estimated five traffic calming devices.

Table 9-10C
Park Projects

Town Park Projects							
Project Name	Location	FY2013	FY2014	FY2015	FY2016	FY 2017	Total
Dog Park (Landscaping, fencing, and equipment)	Intersection of 93 rd Street and Byron Avenue	\$18,000					\$18,000
Total Cost of Park Projects		\$18,000					\$18,000

Source: Town of Surfside, Calvin, Giordano & Associates, Inc.

The Town is converting an existing Town pump station property at Byron Avenue and 93rd Street to a dog park. Improvements include landscaping, fencing, and equipment. The project will add to existing park space.

TABLE 9-10DE School Facilities Work Program
Miami-Dade Public Schools Five-Year Facilities Work Program for
2012-2013 through 2016-2017 2014-12 through 2015-16
adopted September 5, 2012 September 7, 2014



Town of Surfside Commission Communication

Agenda Item # 4B2

Agenda Date: October 8, 2013

Subject: Construction Fences

Background: Construction fence ordinances as they are presently written do not allow for the full spectrum of fences in use today. The Town of Surfside Code of Ordinances specifically allows only chain link and canvas covered fences for construction along Collins and Harding Avenues while other fence types are allowed in other areas of the Town.

Analysis: Other types of fences may provide better representation of the project in its ability to provide a media for graphics, provide a higher degree of aesthetic appeal and solid materials would prevent operations to be seen from street level. These types of fences currently being used include materials as high gloss paints, coatings and cladding on substrates such as wood, metal and plastics.

Budget Impact: N/A

Staff Impact: N/A

Recommendation: Staff recommends approval of these revisions amending the Code to allow other types of construction fences as has been detailed herein.



Ross Prieto, Building Official



Michael Crotty, Town Manager



MERIGO VESPUCCI had a plan. MIES VANDER ROHE had a plan. FOSTER-PARTNERS have a plan.

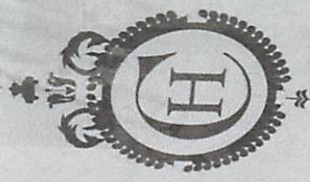
THE ONLY TRUE European CONSTRUCTION FIRM IN THE MIDDLE EAST

...ALICE HAD A PLAN. EVA HAD A PLAN. GEORGE SAX HAD A PLAN. ROMAN & WILLIAMS HAVE A PLAN





CHATEAU OCEAN
RESIDENCES



AHEAD

NO PARKING
ANY TIME





ORDINANCE NO. 13-_____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 "ZONING" AND SPECIFICALLY AMENDING SECTION 90-56.1.B. "CONSTRUCTION FENCING" OF THE TOWN OF SURFSIDE CODE OF ORDINANCES TO PERMIT CONSTRUCTION FENCING MATERIALS; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission recognizes the need for appropriate construction fencing materials to secure and maintain a construction site during demolition and construction; and

WHEREAS, the current Town Code does not allow for the full spectrum of construction fences in use today; and

WHEREAS, the Town Code specifically allows only chain link and canvas covered fences for construction; and

WHEREAS, other types of fences may provide better representation of the construction project in its ability to provide a media for graphics and solid materials; and

WHEREAS, the Town Commission shall have conducted a first duly noticed public hearing on these regulations as required by law on October 8, 2013; and

WHEREAS, the Planning and Zoning Board, as the local planning agency for the Town, shall conduct a hearing on the proposed amendment on October 24, 2013 with due public notice and input; and

WHEREAS, the Town Commission shall have conducted a duly noticed second public hearing on these regulations as required by law on November 12, 2013.

WHEREAS, it is in the best interest of the Town to adopt the proposed revisions to the Code.

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

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

Ordinance No. _____

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

Sec. 90-56. Fences, walls and hedges.

90-56.1.A. A fence or ornamental wall not more than six feet in height, as measured from grade, may project into or enclose an interior side or rear yard only. Notwithstanding anything to the contrary elsewhere in the code, for purposes of this section, grade is defined as the point of the ground immediately below the location of the fence or wall.

90-56.1.B. Construction fencing. Temporary construction fences are required by this ordinance unless otherwise determined by the Building Official. A construction fence permit shall be obtained from the Building Department prior to the fence being erected. Each fence constructed or maintained shall be constructed and anchored in accordance with the Florida Building Code.

(a) *Permit required.* A permit application and a current survey of the site.

(b) *Permitted fence.* ~~Subject to the approval of the building and zoning departments, chain-link fence with canvas (or similar material) are the only type of fence that is permitted.~~ Construction fences shall be designed in such a manner as to have all exposed materials finished, coated, covered or clad in or with materials such as paint, windscreens, canvases or similar materials, subject to the approval of the Town Manager or designee.

~~(1) Chain-link fences with canvas (or similar material backing) are permitted subject to approval of the building and zoning departments. The property owner or agent shall obtain a demolition permit from the building department. The chain-link fence shall be permitted to be utilized as a demolition fence for a period of no longer than two months or until expiration of the demolition permit, whichever occurs first. However, such demolition fence shall not be removed until the installation of a permitted construction fence, as defined in this section.~~

~~(2)~~(1) The permitted construction fence shall be installed immediately upon removal of the temporary demolition fence. At no time shall the parcel remain without a protective barrier.

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.

Ordinance No. _____

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

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

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

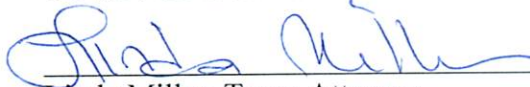
PASSED and ADOPTED on second reading this _____ day of _____, 2013.

Daniel Dietch, Mayor

Attest:

Sandra Novoa
Town Clerk

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



Linda Miller, Town Attorney

On Final Reading Moved by: _____

On Final Reading Seconded by: _____

Vote:

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 _____

Ordinance No. _____



**Town of Surfside
Commission Communication**

Agenda Item # 5A

Agenda Date: October 8, 2013

Subject: Tennis Center Lighting and Tennis Center Renovations

Background: In December 2012, the Parks and Recreation Department and the Parks and Recreation Committee were requested to develop a Five Year Capital Plan for the Parks and Recreation Department. The plan included the priority capital projects and the tennis center lighting and renovations was listed as the number two priority. The tennis center has been in operation for over thirty years without any major renovations. The lighting is outdated and provides improper illumination for a tennis facility. Given the current status of the facility, the renovation would upgrade the facility by eliminating potential safety hazards and substantially improve the quality.

Analysis: The Five Year Capital Plan was established to set priorities. This project was ranked second. The changing demographics over the years have led to an increase in usage of the facility. With the completion of the renovations, programming goals can be established for this facility to meet the needs of the community. By way of research for this project, the Parks and Recreation Department was able to find a competitive bid Musco Lighting entered into with Clay County, meeting the supply and installation needs for the Town of Surfside Tennis Center lighting project. The Parks and Recreation Department also obtained a competitive bid Fast-Dry Courts, Inc. entered into with the City of Miami Beach, meeting the supply and installation needs for the Town of Surfside renovation of tennis court resurfacing and fencing (See Attached Agreement).

Budget Impact: Funds have been included in the FY 13/14 Budget to begin the process of implementing the Five Year Capital Plan to include this item. Funds will be provided through voluntary proffers. Tennis Center Court resurfacing renovation is \$79,145. Tennis Center Lighting is \$122,000. [Note: Funds are included in the FY 13/14 budget for the conceptual planning and design for the second story additions to the Community Center in the amount of \$100,000. This project is the number one noted project of the Five Year Capital Plan.]

Recommendation: It is recommended that the Town Commission approve the Resolutions for the tennis center lighting and tennis center renovations. Both projects have been presented to and approved by the Parks and Recreation Committee (See attached Resolutions).



Department Head



Town Manager

RESOLUTION No. _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE TOWN TO ENTER INTO AN AGREEMENT WITH FAST-DRY COURTS, INC. AND THE TOWN OF SURFSIDE PIGGYBACKING OFF THE COMPETITELY BID CONTRACT AWARDED BY MIAMI BEACH, FLORIDA; 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 recently adopted a Five Year Capital Plan for the Parks and Recreation Department in Resolution No. 13-2187 and pursuant to that Plan the renovation and lighting of the Surfside Tennis Center was listed as the number two priority and the facility is in need of major renovation; and

WHEREAS, the existing tennis courts are pitted and damaged and the Surfside Tennis Center has not been renovated in over thirty years; and

WHEREAS, the Town Commission of the Town of Surfside, Florida wishes to enter into an agreement with Fast-Dry Courts, Inc. ("Fast-Dry"), by piggybacking off a competitively bid contract awarded to Miami Beach, Florida, to renovate the existing tennis courts for the Surfside Tennis Center; and

WHEREAS, Fast-Dry was selected by Miami-Beach pursuant to ITB No. 31-09/10, and in accordance with the Surfside procurement process and pursuant to Section 3-13(3) of the Code of Ordinances, the Town may enter into contracts entered into by another governmental agency through a competitive bid process; and

WHEREAS, Town Commission of the Town of Surfside, Florida feels it is in the best interest of the Town to enter into the Agreement with Fast-Dry for the renovation of the tennis courts at the Surfside Tennis Center.

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

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

Section 2. Authorization to enter into an agreement. The Town Commission hereby authorizes the Town Manager to enter into the Agreement by and between Fast-Dry and the Town of Surfside attached as Exhibit "A."

Resolution No. _____

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

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

PASSED AND ADOPTED this ____ day of _____, 2013.

Motion by _____, second by _____.

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, Town Attorney

Resolution No. _____

"AGREEMENT"

EXHIBIT "A"

AGREEMENT BETWEEN TOWN OF SURFSIDE, FLORIDA AND FAST-DRY COURTS, INC

THIS AGREEMENT (this "Agreement") is made by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (hereinafter referred to as the "TOWN"), and **FAST-DRY COURTS, INC**, an Florida Corporation (hereinafter referred to as the "CONTRACTOR"), whose principal place of business is 1400 N.W. 13th Avenue, Pompano Beach, FL 33069.

RECITALS:

WHEREAS, the TOWN desires to engage the CONTRACTOR to renovate the three hard courts at the TOWN's Tennis Center, including the furnishing of all materials, equipment, and labor for such work. As more specifically described in the CONTRACTOR'S Proposal (the "Proposal") attached to this Agreement as Exhibit "A" (hereinafter, the "Work" or "Project");

WHEREAS, the CONTRACTOR was previously selected by Miami Beach Florida, pursuant to ITB No. 31-09/10 (attached hereto as Exhibit "B") through a competitively bid process and the Town desires to piggyback off of that agreement for renovation of the tennis courts; and

WHEREAS, the CONTRACTOR is willing and able to perform the Work for the TOWN in accordance with the terms and conditions set forth in the Proposal and this Agreement; and

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the TOWN and CONTRACTOR agree as follows:

SECTION 1. SCOPE OF WORK

1.1 Agreement Documents. The Agreement Documents, which comprise the entire agreement between the TOWN and the CONTRACTOR concerning the Work, consist of this Agreement (including any changes or amendments thereto), the Proposal of the CONTRACTOR, the Insurance Certificates, and the Notice to Proceed, all of which are deemed incorporated into and made a part of this Agreement by this reference and govern the Project. In the event of a conflict among the foregoing Agreement Documents, this Agreement shall govern and control. The Work as defined in Section 1.2 hereof and to be provided and performed with respect to the Project shall be at all times subject to the requirements of the Agreement Documents.

1.2 Scope of Work. Pursuant to the Agreement Documents, the CONTRACTOR shall provide and perform the Project. The Project shall include the furnishing of all labor, materials, tools, equipment, machinery, superintendence and work necessary for the Project to provide a turnkey installation and fully functional and operational lighting system and facilities. The CONTRACTOR'S Work shall be subject to inspection and approval by the TOWN, which shall indicate any portion of the Work that needs to be addressed or corrected and the CONTRACTOR shall address and complete same in a timely manner.

1.3 The CONTRACTOR shall expend all necessary efforts to competently, skillfully and timely implement and complete the Project.

SECTION 2. CONTRACT PRICE; PAYMENTS TO THE CONTRACTOR

2.1 Fees; Payment. As full compensation for the satisfactory performance and installation of the Work, the TOWN shall pay the CONTRACTOR the total sum of Seventy Nine Thousand One Hundred and Forty-Five Dollars (\$79,145.00) (the "Contract Price"), which amount is more fully set forth in the Proposal attached hereto as Exhibit "A." The Contract Price shall be full compensation to the CONTRACTOR for all services, labor, materials, equipment and costs for the completion of the Project in full conformity with the Agreement Documents. The Contract Price shall be payable in the following manner: 25% Deposit shall be due from the TOWN to the CONTRACTOR within five (5) days of the Notice to Proceed, 25% upon the completion of the asphalt, 25% upon completion of the fencing, and the remaining 25% the remaining balance shall be due upon completion of the Work, activation and testing and acceptance by the TOWN. The TOWN is responsible for obtaining and applying for permits and any fees or costs associated with submitting plan revisions. If the Town retains the CONTRACTOR to obtain and apply for the permits the CONTRACTOR's cost will be at seventy-five dollars (\$75.00) per hour.

2.2 Suspension of Payment. In the event that the TOWN becomes informed that any representations of the CONTRACTOR provided pursuant to this Agreement, are wholly or partially inaccurate, or in the event that the CONTRACTOR is not in compliance with any terms or conditions of this Agreement, the TOWN may withhold payment of sums then or in the future otherwise due to the CONTRACTOR until the inaccuracy, or other breach of this Agreement, and the cause thereof, is corrected to the TOWN'S reasonable satisfaction.

SECTION 3. TERM/TIME OF PERFORMANCE

3.1 Term. The CONTRACTOR shall be instructed to commence the Work by written instruction from the TOWN in the form of a Notice to Proceed providing the commencement date of this Agreement. This Agreement shall commence on the commencement date indicated on the Notice to Proceed and shall continue in full force and effect for a term of sixty (60) days or until final completion and acceptance by the TOWN, unless otherwise sooner terminated pursuant to the terms of this Agreement (the "Term"). All Work shall be fully completed by the CONTRACTOR, with final acceptance and approval by the TOWN, within the Term.

3.2 Commencement. The CONTRACTOR'S Work under this Agreement and the time frames and schedule applicable to this Agreement shall commence upon the commencement date indicated

on the Notice to Proceed. The CONTRACTOR shall not incur any expenses or obligations or incur payment to third parties prior to the issuance of a Notice to Proceed for the Project, and the CONTRACTOR must receive the Notice to Proceed from the TOWN prior to beginning the performance of the Work.

3.3 Contract Time. From and after the receipt of the Notice to Proceed, the CONTRACTOR shall continuously perform the Work to the satisfaction of the TOWN, with faithfulness and diligence and without interruption, for the duration of the Term (the "Contract Time"). Time is of the essence in the performance of the Work and all limitations of time set forth in this Agreement are of the essence.

SECTION 4. TERMINATION OF AGREEMENT

4.1 Termination. The TOWN has the right to terminate this Agreement for convenience and for any reason or no reason, in whole or in part, upon fifteen (15) days' written notice to CONTRACTOR. Upon termination of this Agreement, and final payment of any undisputed outstanding amounts due for the Work rendered by the CONTRACTOR prior to and through the date of the notice of termination, copies of all records, charts, sketches, studies, plans, drawings, and other documents related to the Work performed under this Agreement, whether finished or not, shall be turned over to the TOWN within ten (10) days.

4.2 Termination for Default. If CONTRACTOR fails to timely begin the Work, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work according to the Contract Time and this Agreement, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule, or if the CONTRACTOR shall fail to perform any material term set forth in the Agreement Documents, or if the CONTRACTOR shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, the TOWN may, upon seven (7) days written notice of termination, terminate the Work of the CONTRACTOR, exclude the CONTRACTOR from the Project sites, provide for alternate prosecution of the Work, appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable, and may perform the Work by whatever methods it may deem expedient. In such case, the CONTRACTOR shall not be entitled to receive any further payment. All damages, costs and charges incurred by the TOWN, together with the costs of completing the Work, shall be deducted from any monies due or which may become due to the CONTRACTOR. In case the damages and expenses so incurred by the TOWN shall exceed monies due to the CONTRACTOR from the TOWN, CONTRACTOR shall be liable and shall pay to the TOWN the amount of said excess promptly upon demand therefore by the TOWN. In the event it is adjudicated that the TOWN was not entitled to terminate the Agreement as described hereunder for default, the Contract shall automatically be deemed terminated by the TOWN for convenience as described below.

4.3 Payment after Termination. Provided that the CONTRACTOR has performed in accordance with the terms of this Agreement as of the date of termination pursuant to Sections 4.1

and 4.2 above, CONTRACTOR shall receive all payments due to the CONTRACTOR for Work rendered and accepted prior to and up to the date of termination.

SECTION 5. ADDITIONAL WORK AND CHANGES IN SCOPE OF WORK

5.1 Changes Permitted. Changes in the Work or the Project consisting of additions, deletions, revisions, or any combination thereof, may be ordered by the TOWN by Change Order (as defined below) without invalidating the terms of this Agreement.

5.2 Change Order Defined. "Change Order" shall mean a written order to the CONTRACTOR executed by the TOWN, issued after execution of this Agreement, authorizing and directing a change in the Work, the Project, the Contract Price, the Contract Time, or any combination thereof.

5.3 Effect of Executed Change Order. The execution of a Change Order by the TOWN and the CONTRACTOR shall constitute conclusive evidence of the CONTRACTOR'S agreement to the ordered changes in the Work or the Project, or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The CONTRACTOR, by executing the Change Order, waives and forever releases any claim against the TOWN for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

SECTION 6. SURVIVAL OF PROVISIONS

Any terms or conditions of this Agreement that require acts beyond the date of the Term, shall survive termination of this Agreement, and shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

SECTION 7. TOWN'S RESPONSIBILITIES

7.1 The TOWN will assist the CONTRACTOR by placing at its disposal all available information as may be requested in writing by the CONTRACTOR relating to the Project and allow reasonable access to all pertinent information relating to the Work to be performed by the CONTRACTOR.

7.2 The TOWN shall furnish to the CONTRACTOR, at the CONTRACTOR'S written request, all available maps, plans, existing studies, reports and other data, pertinent to the Work to be provided by the CONTRACTOR, that are in possession of the TOWN.

7.3 The TOWN shall arrange for access to and make all provisions for the CONTRACTOR to enter upon public property under the control of the TOWN as required for the CONTRACTOR to perform the Work.

SECTION 8. CONFLICT OF INTEREST/CODE OF ETHICS.

The CONTRACTOR agrees to adhere to and be governed by the Miami-Dade County Conflict of Interest and Code of Ethics 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. The CONTRACTOR 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.

SECTION 9. COMPLIANCE WITH LAWS; LICENSES; POLICY OF NON-DISCRIMINATION/WAGES

9.1 The CONTRACTOR and any and all of its agents, employees and subcontractors shall comply with all applicable federal, state, county and local laws, ordinances, rules, regulations and procedural requirements applicable to the performance of the Work and operations pursuant to this Agreement. The CONTRACTOR is required to enter upon the TOWN'S property to perform the Work pursuant to this Agreement and shall obtain all necessary licenses and insurance in connection with such Work and access and right of entry. The CONTRACTOR shall comply with all requirements and the TOWN'S agreements with any other entity or agency which concern the areas upon which the Work is to be provided, including all agreements or requirements of the Surfside Tennis Center in connection with access to and work on this Project site.

9.2 The CONTRACTOR shall be licensed and certified by all appropriate federal, state, county and local agencies. Prior to the commencement of the Work and at all times during the Term of this Agreement, the CONTRACTOR shall procure and maintain, at its sole cost and expense, and provide copies to the TOWN, all required licenses and certifications for the performance of the Work and the operations set forth in this Agreement.

9.3 The CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, age, marital status, national origin, physical or mental disability in the performance of the Work under this Agreement. The CONTRACTOR shall comply with all equal employment opportunity requirements and any and all applicable requirements established by state and federal law.

SECTION 10. OWNERSHIP OF DOCUMENTS

10.1 Any and all records, drawings and specifications, as instruments of the Work be performed (the "Drawings and Specifications"), are and shall become the property of the TOWN whether the Project for which they are made is executed or not. The CONTRACTOR shall be permitted to retain copies, including reproducible copies, of the Drawings and Specifications for information and reference in connection with the TOWN'S use and occupancy of the Project.

10.2 The CONTRACTOR agrees not to divulge, furnish or make available to any third person, firm or organization, without the TOWN'S prior written consent, or unless incident to the proper performance of the CONTRACTOR'S obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the Work to be rendered by the CONTRACTOR hereunder, and the CONTRACTOR shall require all of its employees, agents and subcontractors to comply with the provisions of this paragraph.

SECTION 11. RECORDS/AUDITS

11.1 The CONTRACTOR shall maintain and require all subcontractors to maintain, complete and correct records, books, documents, papers and accounts pertaining to the Work. Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by the TOWN Manager or any authorized TOWN representative with reasonable notice and shall be kept for a period of three (3) years after the completion of the Work. Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance by or reimbursement to the TOWN of any fees or expenses based upon such entries. Disallowed fees will be paid when incomplete or incorrect entries are remedied to the satisfaction of the TOWN.

11.2 The CONTRACTOR shall comply with Chapter 119, Florida Statutes, as applicable.

11.3 Refusal of the CONTRACTOR to comply with the provisions of Sections 11.1 or 11.2 shall be grounds for immediate termination for cause by the TOWN of this Agreement.

SECTION 12. NO CONTINGENT FEE

The CONTRACTOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the TOWN shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Contract Price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 13. INDEPENDENT CONTRACTOR

The CONTRACTOR is an Independent Contractor under this Agreement. Personnel provided by the CONTRACTOR shall be employees of the CONTRACTOR and subject to supervision by the CONTRACTOR, and not as officers, employees, or agents of the TOWN. Personnel policies, tax responsibilities, social security, health insurance, worker's compensation insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work rendered under this Agreement shall be those of the CONTRACTOR.

SECTION 14. ASSIGNMENT; AMENDMENTS

14.1 This Agreement or the Work shall not be assigned, sold, transferred or otherwise encumbered, under any circumstances, in whole or in part, by the CONTRACTOR, without the prior written consent of the TOWN, in its sole and absolute discretion.

14.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement by both parties.

SECTION 15. INDEMNIFICATION/HOLD HARMLESS

15.1 The CONTRACTOR shall indemnify and hold harmless the TOWN, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts, omissions, negligence, recklessness, wrongful conduct, acts, errors or omissions of the CONTRACTOR or any subcontractors or other persons employed or utilized by the CONTRACTOR in the performance of the Work pursuant to this Agreement. The CONTRACTOR'S obligation under this paragraph shall not be limited in any way by the agreed upon Contract Price, or the CONTRACTOR'S limit of, or lack of, sufficient insurance protection.

15.2 The indemnification obligations under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any subcontractor or other persons employed or utilized by the CONTRACTOR in the performance of this Agreement, under worker's compensation acts, disability benefit nets, or other employee benefit acts.

15.3 The CONTRACTOR shall not specify or allow any subcontractor or other persons employed or utilized by the CONTRACTOR in the performance of this Agreement to specify a particular design, process or product that infringes upon any patent. The CONTRACTOR shall indemnify and hold the TOWN and its officers and employees harmless from any loss, cost or expense, including reasonable attorney's fees and costs incurred, on account thereof if the CONTRACTOR violates the requirements of this Section 15.

SECTION 16. INSURANCE

The CONTRACTOR shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts not less than those specified below as satisfactory to the TOWN, naming the TOWN as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the TOWN, its officials, employees, agents and volunteers naming the TOWN as additional insured. Any insurance maintained by the TOWN shall be in excess of the CONTRACTOR'S insurance and shall not contribute to the CONTRACTOR'S insurance. The insurance coverage's shall include at a minimum the following amounts set forth in this Section 16:

- (a) Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of CONTRACTOR. The General Aggregate Liability limit (including Products/Completed Operations) shall be in the amount of \$2,000,000.
- (b) Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000. each accident. No employee, subcontractor or agent of the CONTRACTOR shall be allowed to

provide Work pursuant to this Agreement who is not covered by Worker's Compensation insurance.

- (c) Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- (d) Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. This insurance shall include the interest of the TOWN and the CONTRACTOR and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, Vandalism and Malicious Mischief, Windstorm and Flood.
- (e) The CONTRACTOR acknowledges that it shall bear the full risk of loss for any portion of the Work damaged, destroyed, lost or stolen until final completion has been achieved for the Project, and all such Work shall be fully restored by the CONTRACTOR, at its sole cost and expense, in accordance with the Agreement Documents.
- (f) Certificate of Insurance. On or before the Effective Date of this and prior to commencing of any Work, Certificates of Insurance shall be provided to the TOWN, reflecting the TOWN as an Additional Insured. Each certificate shall include no less than (30) thirty-day advance written notice to TOWN prior to cancellation, termination, or material alteration of said policies or insurance. The CONTRACTOR shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the TOWN. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The TOWN reserves the right to inspect and return a certified copy of such policies, upon written request by the TOWN. If a policy is due to expire prior to the completion of the Work, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Acceptance of the Certificate(s) is subject to approval of the TOWN.
- (g) Additional Insured. The TOWN is to be specifically included as an Additional Insured for the liability of the TOWN resulting from Work performed by or on behalf of the CONTRACTOR in performance of this Agreement. The CONTRACTOR'S insurance, including that applicable to the TOWN as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the TOWN shall be in excess of and shall not contribute to the CONTRACTOR'S insurance. The CONTRACTOR'S insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.
- (h) Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the TOWN. The CONTRACTOR shall be responsible for the payment of any deductible or self-insured retention in the event of any claim.
- (i) The provisions of this section shall survive termination of this Agreement.

SECTION 17. REPRESENTATIVE OF TOWN AND CONTRACTOR

17.1 TOWN Representative. It is recognized that questions in the day-to-day conduct of this Agreement will arise. The TOWN designates the TOWN Manager or his or her designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

17.2 CONTRACTOR Representative. Before commencing any Work, the CONTRACTOR shall designate a competent, authorized representative ("Authorized Representative") acceptable to the TOWN to represent and act for the CONTRACTOR and shall inform the TOWN, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for the CONTRACTOR. Such representative shall be present or duly represented at the Project sites at all times when Work is actually in progress. All notices, determinations, instructions and other communications given to the Authorized Representatives of the CONTRACTOR shall be binding upon the CONTRACTOR. The Authorized Representative, project managers, superintendents and supervisors for the Project are all subject to prior and continuous approval of TOWN. If, at any time during the Term of this Agreement, any of the personnel either functionally or nominally performing any of the positions named above, are, for any reasonable cause whatsoever, unacceptable to the TOWN, the CONTRACTOR shall replace the unacceptable personnel with personnel acceptable to the TOWN.

SECTION 18. PREVAILING PARTY COST AND ATTORNEY'S FEES/WAIVER OF JURY TRIAL

18.1 If either the TOWN or the CONTRACTOR is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all costs, expenses, and reasonable attorney's fees in any state or federal administrative, circuit court and appellate court proceedings.

18.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

SECTION 19. ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly it is agreed that no deviation from the terms of the Agreement shall be predicated upon any prior representations or agreements whether oral or written.

SECTION 20. CONTRACTOR'S RESPONSIBILITIES.

20.1 The CONTRACTOR warrants that the Work to be performed hereunder shall be performed by the CONTRACTOR'S own staff or employees, unless otherwise approved in writing by the

TOWN. The TOWN shall approve any and all subcontractors providing Work to the TOWN pursuant to this Agreement. Said approval shall not be construed as constituting an agreement between the TOWNS and said other person or firm. The CONTRACTOR'S Work shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing professionals performing similar Work in the same locality and under the same or similar circumstances and conditions.

20.2 The CONTRACTOR represents that it possesses the requisite skills and shall follow the professional standards and the standard of conduct for the CONTRACTORS or vendors in performing all Work under this Agreement. The CONTRACTOR agrees to use its skill and judgment in furthering the TOWN'S interests hereunder and the CONTRACTOR shall perform the Work in accordance with the practice of the pertinent industry and as expeditiously as is consistent with reasonable skill and care. The TOWN shall have the right to reject or disapprove Work which the TOWN finds to be defective or non-conforming. If at any time during the term of this Agreement or the Project for which the CONTRACTOR has provided Work under this Agreement, it is determined that the CONTRACTOR'S Work is incorrect, defective, non-conforming or fails to conform to the terms of this Agreement, upon written notification from the TOWN, the CONTRACTOR shall immediately proceed to correct the Work, re- perform Work which failed to satisfy the foregoing standard of care and shall pay all costs and expenses associated with correcting said incorrect or defective work, including any additional inspections, and installation and reimbursements to the TOWN for any other Work and expenses made necessary thereby, save and except any costs which the TOWN would have otherwise paid absent the CONTRACTOR'S error or omission. The TOWN'S approval, acceptance, use of or payment for all or any part of the CONTRACTOR'S Work shall in no way alter the CONTRACTOR'S obligations or the TOWN'S rights hereunder.

20.3 The CONTRACTOR agrees, within seven (7) calendar days of receipt of a written request from the TOWN, to promptly remove and replace any personnel employed or retained by the CONTRACTOR, any subcontractor or other persons employed or utilized by the CONTRACTOR in the performance of this Agreement or any personnel of any such subcontractor or other persons employed or utilized by the CONTRACTOR to provide and perform the Work or work pursuant to the requirements of this Agreement, whom the TOWN shall request in writing to be removed, which request may be made by the TOWN.

20.4 If the CONTRACTOR allows any work to be performed knowing, or when with the exercise of due care the CONTRACTOR should have known, it to be contrary to any such applicable laws, ordinances, rules, regulations or restrictions and fails to give the TOWN written notice thereof prior to performance thereof, the CONTRACTOR shall bear all costs, liabilities, and expenses arising therefrom, which costs, liabilities and expenses shall not be considered a part of the CONTRACTOR'S fees or any other amounts due hereunder.

20.5 The CONTRACTOR hereby represents and warrants that it has reviewed all necessary Project documents, specifications, and that this Agreement and the Proposal, when taken together, fully and accurately describe the Work needed to complete the Project in accordance with the requisite standard of care, and that the CONTRACTOR is not aware of any additional work, labor

or Work that will be required to complete the Project. The CONTRACTOR warrants and represents that it has visited and inspected the Project Sites and become familiar with and is satisfied as to the general and local conditions and site conditions that may affect performance or progress of the Work, and the cost of the Work.

20.6 The CONTRACTOR hereby represents and warrants that all Work shall comply with all applicable federal, state and local laws, ordinances and building codes.

20.7 The CONTRACTOR shall be responsible for promptly notifying the TOWN of any damage to irrigation systems, buildings or other structures, vehicles, or property or possessions, which occur as a result of the Work performed by the CONTRACTOR pursuant to this Agreement, or the improper or negligent activities of the CONTRACTOR.

20.8 The CONTRACTOR warrants that it shall have, prior to commencement of Work under this Agreement and at all times during said Work, all required licenses whether federal, state, County or TOWN. The Contractor acknowledges that it is the obligation of the CONTRACTOR to obtain all licenses required for this Project.

20.9 The CONTRACTOR'S obligations under this Section 20 shall survive termination of this Agreement.

SECTION 21. TAXES.

The CONTRACTOR shall pay all taxes, levies, duties and assessments of every nature which may be applicable to the Work under this Agreement. The pricing and any agreed variations thereof shall include all taxes imposed by law at the time of this Agreement. The CONTRACTOR shall make any and all payroll deductions required by law. The CONTRACTOR herein indemnifies and holds the TOWN harmless from any liability on account of any and all such taxes, levies, duties and assessments.

Notwithstanding anything contained in the Agreement Documents to the contrary, the TOWN may exercise its right to implement an owner direct purchase program whereby the TOWN will directly purchase equipment or materials for the Work. Under an owner direct purchase program, the CONTRACTOR shall work with the TOWN to identify materials and equipment for purchase by the TOWN. The CONTRACTOR will receive, unload, properly store, and provide insurance consistent with the requirements of this Agreement and applicable law and regulations for all equipment and materials purchased under an owner direct purchase program. The Contract Price shall be reduced as appropriate by the value of the purchase order(s), plus the applicable sales tax, issued by the TOWN under any owner direct purchase program.

SECTION 22. SAFETY.

The CONTRACTOR shall be fully and solely responsible for safety and conducting all operations under this Agreement at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property. The CONTRACTOR shall continually and diligently inspect all Work, materials and equipment to discover any conditions which might involve such risks and shall be

solely responsible for discovery and correction of any such conditions. The CONTRACTOR shall have sole responsibility for implementing its safety program. The TOWN shall not be responsible for supervising the implementation of the CONTRACTOR'S safety program, and shall not have responsibility for the safety of the CONTRACTOR'S or its subcontractor's employees. The CONTRACTOR shall maintain all portions of the Project sites and Work in a neat, clean and sanitary condition at all times. The CONTRACTOR shall assure that subcontractors performing Work comply with the foregoing safety requirements.

SECTION 23. CLEANING UP.

The CONTRACTOR shall, at all times, at its expense, keep the Project sites in a neat, clean and safe condition. Upon completion of any portion of the Work, the CONTRACTOR shall promptly remove all of its equipment, construction materials, temporary structures and surplus materials not to be used at or near the same location during later stages of the Work. Upon completion of the Work, the CONTRACTOR shall, at its expense, satisfactorily dispose of all rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Work and the CONTRACTOR shall leave the Project in a neat, clean and safe condition. In the event of the CONTRACTOR'S failure to comply with the foregoing, the same may be accomplished by the TOWN at the CONTRACTOR'S expense

SECTION 24. DEFECTIVE WORK/WARRANTY.

24.1 The TOWN shall have the authority to reject or disapprove Work which the TOWN finds to be defective. If required by the TOWN, the CONTRACTOR shall promptly either correct all defective Work or remove such defective Work and replace it with non-defective Work. The CONTRACTOR shall bear all direct, indirect and consequential costs of such removal or corrections.

24.2 The CONTRACTOR shall unconditionally warrant and guarantee all materials and equipment furnished and Work performed pursuant to its product assurance and warranty program, which includes 100% maintenance costs, labor and materials, as set forth in the Proposal attached hereto as Exhibit "A". If any of the Work is found to be defective or not in accordance with the Agreement Documents, the CONTRACTOR, after receipt of written notice from the TOWN, shall promptly correct such defective or nonconforming Work without cost to the TOWN. The CONTRACTOR shall provide and assign to the TOWN all material and equipment warranties upon completion of the Work hereunder.

SECTION 25. NOTICES.

Whenever either party desires to give notice to the other, it must be given by hand delivery or written notice, sent by certified United States mail, with return receipt requested or a nationally recognized private mail delivery service, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONTRACTOR:

Fast-Dry Courts, Inc.
Attention: Trimmer Dettor
1400 N.W. 13th Avenue
Pompano Beach, FL 33069
Phone: (954) 979-3111
Facsimile: (954) 978-8479

FOR TOWN:

Town of Surfside, Florida
Attn: Michael P. Crotty, Town Manager
9293 Harding Avenue
Surfside, Florida 33154
Phone: (305) 861-4863

With a copy to:

Town of Surfside, Florida
Attn: Linda Miller, Town Attorney
9293 Harding Avenue
Surfside, Florida 33154
Phone: (305) 861-4863

SECTION 26. TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by the CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the Contract Price under this Agreement are accurate, complete, and current at the time of contracting. This Agreement's Contract Price and any additions shall be adjusted to exclude any significant sums by which the TOWN determines the Project's Contract Price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments shall be made within one (1) year following the end of this Agreement.

SECTION 27. CONSENT TO JURISDICTION

The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to this Agreement. Venue of any action to enforce this Agreement shall be proper exclusively in Miami-Dade County, Florida.

SECTION 28. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

SECTION 29. HEADINGS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

SECTION 30. EXHIBITS

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits if not physically attached, should be treated as part of this Agreement, and are hereby incorporated by reference.

SECTION 31. NO WAIVER OF BREACH

The failure of a party to insist on strict performance of any provision of this Agreement shall not be construed to constitute a waiver of a breach of any other provision or of a subsequent breach of the same provision.

SECTION 32. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 33. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument.

SECTION 34. FAVORED NATION STATUS

The CONTRACTOR agrees that if, after the Effective Date of this Agreement, it enters into an agreement with another municipality, county, state or other local government which is substantially similar in all material respects to the instant Project, and which is more favorable than the terms of this Agreement, including a reduction in the pricing or Contract Price, the TOWN shall be entitled to the same favorable terms as the other municipality, county, state or other local government, without the need for an amendment to this Agreement. In the event that the more favorable term results in a reduction in the pricing or Contract Price of the Work, said reduction shall be applied to any remaining balance due the CONTRACTOR on the Contract Price or credited or refunded back to the TOWN, as applicable.

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TOWN OF SURFSIDE
A Florida Municipal Corporation,

BY: _____
Michael P. Crotty, Town Manager

Date

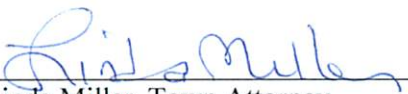
BY: _____
Trimmer Dettor, Fast-Dry Courts, Inc.

Date

Attest: _____
Sandra Novoa, CMC, Town Clerk

Date

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

BY: 
Linda Miller, Town Attorney

Date

EXHIBIT "A"



September 30, 2013

Tim Milian
Stacy Barrett
Town of Surfside Recreation Department
8750 Collins Avenue
Miami Beach, Florida 33154

Telephone: 305-866-3635
E-mail: tmilian@townofsurfsidefl.gov
E-mail: sbarrett@townofsurfsidefl.gov

Dear Tim & Stacy:

I have attached our proposal to resurface the three tennis courts at Surfside Recreation Center for the total cost of **\$79,145.00**. Please refer to the attached pages for all specific details.

Note: Town is responsible for removing braces for light pole supports on north and south ends of courts and also all vegetation must be cleared +/- 2' from fence line around entire perimeter (roots also removed) to allow for proper fence install.

Upon receipt of the accepted contract and deposit, we will place your work into our schedule. Be sure to initial each page where indicated, add or correct the Project Owner/Location/Billing information on the first page, and **confirm any color choices** at the signature page.

If you have any further questions or would like a formal contract for the quoted work, please contact 800-432-2994.

Sincerely,
FAST-DRY COURTS, INC.

Trimmer Dettor
Vice President, Sales

/ka

Construction
Resurfacing



Maintenance
Supplies

National: 1-800-432-2994 • Local: (954) 979-3111 • Fax: (954) 979-1335

www.fast-dry.com www.10-s.com



Fast-Dry Courts

1400 N.W. 13th Avenue
Pompano Beach, FL 33069

October 1, 2013

TENNIS COURT RESURFACE CONTRACT FOR SURFSIDE TENNIS CENTER

GENERAL CONDITIONS

a. Scope & Owner: FAST-DRY COURTS, INC., hereinafter called "Contractor," offers to rebuild and refurbish three (3) all weather tennis courts at Surfside Tennis Center for:

Project Owner: Town of Surfside Recreation Department, hereinafter called "Owner"

Project Owner Contact: Tim Milian and/or Stacy Barrett

Project Owner Address: 8750 Collins Avenue, Miami Beach, Florida 33154

Project Owner Telephone: 305-866-3635

Project Owner Email: tmilian@townofsurfsidefl.gov; sbarrett@townofsurfsidefl.gov

b. Project Location: Fast-Dry Courts, Inc. will complete the above referenced project at the following location:

Project Address: 8750 Collins Avenue, Surfside, Florida 33154

Project Address Telephone: 305-866-3635

c. Project Billing/Invoicing Location: Fast-Dry Courts, Inc., will forward all progress invoices for payment for the above referenced project to the following location:

Billing Address:

Billing Contact Name:

Billing Telephone:

Billing Email:

d. Standards: The Contractor shall perform all work in a thorough, workmanlike manner and conform to standards for Florida hard court construction as prescribed by the American Sports Builders Association and the United States Tennis Association. All labor shall be non-Union.

e. Building Permits: Owner is responsible for permit cost and fees associated with applying for permitting, submitting plan revisions, etc. These fees will be billed at \$75 per hour.

f. Site Facilities/Owner Responsibilities:

(1) The **Owner** shall provide and maintain reasonable access to the court(s); a stable access road +/- ten feet wide for trucks and equipment to courtside, an area adjacent to the site for storage and preparation of materials; and adequate water outlets within one hundred feet of the work area.

(2) Landscaping, Furniture & Equipment: The Owner shall be responsible for all landscaping, grass, and shrubs outside the court perimeter to be lower than the court surface to aid in proper water drainage from the court. Owner shall cut away/prune all roots outside court area and shall clean all debris from the court perimeter prior to Contractor's proposed work herein. Any portable court furniture or equipment shall be removed and secured by Owner prior to Contractor's commencement.

(3) Sprinkling Systems: The Owner shall keep all sprinkler systems that may cause water to fall upon the tennis courts off during the resurfacing work and for a minimum of one day after

Initial _____

National: 1-800-432-2994 • Local: (954) 979-3111 • Fax: (954) 979-1335

www.fast-dry.com www.10-s.com

completion. Any water damage to newly applied coatings shall be repaired at Owner's additional expense. Watering systems typically will stain or discolor the court surfaces they are allowed to spray.

(4) The Contractor shall exercise reasonable care in utilizing the access and storage areas but cannot be responsible for damage caused by normal construction operations, i.e. damage to sod/landscaping, sprinkler lines, pavements, etc.

g. Materials: The Contractor shall use acrylic surfacing materials. Upon completion of the resurfacing work there may be visible traces of "squeegee shadowing". This is a natural occurrence and one that will blend in over a period of time. This does not have any negative effect on the court or its playability.

h. Insurance: Intentionally omitted.

i. Guarantee: The Contractor warrants all acrylic resurfacing of the tennis courts done under this contract against defective materials and workmanship for **a period of three (3) years** from date of completion. All other work will carry a one (1) year warranty. This guarantee excludes normal wear and tear, physical abuse or neglect and any other conditions beyond the Contractor's control, such as sub base settling, structural cracks, asphalt shrinkage cracks, hydrostatic pressure or water vapor pressure bubbles, intrusion of weeds or grass, rust spots caused by iron particles in the asphalt or sand, etc. Proper tennis shoes must be worn on court. Some sneakers, street shoes, dark soft soled shoes, skateboards, roller blades, etc. will scuff and damage surface. Guarantee shall become void upon Owner's failure to adhere and comply with the payment schedule outlined below.

j. Cleanup: The Contractor shall at all times keep the premises clean and free of accumulated waste materials and rubbish caused by the operations. At the final completion of the work, all wastes and debris shall be removed from the site.

k. Contract Price and Payment Schedule: The Owner agrees to pay the contract price of **\$79,145.00** in progress payments, as follows:

Initial deposit of \$19,786.25 is due upon execution of the contract. **Accepted contract and initial deposit must be received before work can be put into Contractor's schedule.**

\$19,786.25 is due upon completion of the asphalt paving;

\$19,786.25 is due upon completion of the fence work;

Balance of \$19,7896.25 is due upon application of playing lines and completion of the work under this contract.

All payments shall be made in U. S. Dollars.

All options and/or change orders shall be billed separately under their own payment schedules.

All Change Orders will be signed by both parties before changes can be made.

All materials, either installed or stored on site shall remain the property of the Contractor until paid for in full by the Owner.

Any past due amounts shall be subject to an interest charge of 1-1/2% per month

The Owner agrees that if he fails to make payments to the Contractor as herein provided, the Contractor shall cease work until such payment is made, and for the remainder of the job the Contractor shall require payment in advance for all work performed.

Any non-compliance with the terms of payment shall void the guarantee herein.

l. Successors: The terms and conditions contained herein shall apply to and bind the heirs, successors, executors and administrators of the parties.

Initial _____

m. Attorney's Fees: In the event the Contractor pursues any of his remedies under the Construction Lien laws or any other laws of the State of Florida because of the Owner's failure to make timely payment, the **Owner** shall be responsible for lien filing fees and the prevailing party shall be awarded reasonable attorney's fees.

n. Period of Acceptance: This quotation expires thirty (30) days from date unless otherwise extended or terminated in writing by Contractor

o. Construction Scheduling: All work proposed herein will be tentatively scheduled once a signed contract and deposit check are received. The actual start date will be determined by permit issuance, availability of materials, current work load, rain delays, and when future commitments are considered.

p. Project photos: The Owner agrees and acknowledges that Fast-Dry Courts, Inc. may take photographs of the project before, during and after completion. The Owner agrees to allow Fast-Dry Courts, Inc. to use any project photos taken for advertisements, award applications and other promotional purposes.

SPECIFICATIONS

a. Work Standards: All of the following court reconditioning shall take place only inside the fence line of three (3) asphalt tennis courts in one battery measuring 155' x 120'.

b. Court Preparation: Remove and dispose of all court fencing including the pole concrete footers. Remove old net posts and their footers. Remove loose dirt, mildew, oil spots, and foreign matter from the court area.

c. Petromat & Paving: Install Petromat geotextile fabric over entire surface to help prevent reflective cracking and pave with 1" Type S-3 hot mix asphalt. Allow asphalt to cure +/- 14 days prior to acrylic applications.

c. Resurfacer Course: Over the entire court area, apply two (2) coats of a concentrated acrylic latex binder fortified with mineral fillers, fiber and silica sand to fill in surface voids and to even out minor surface irregularities to provide a leveling and filler coat for succeeding color applications.

d. Acrylic Texture Course: Over the entire court area, apply two (2) coats of acrylic color plus silica sand to provide a tough, durable, textured surface.

e. Playing Lines: Accurately locate, mark, and paint two inch wide playing lines in accordance with U.S.T.A. regulations, using white striping paint of a heavy bodied acrylic latex compounded with pigments and mineral filler to form a high hiding line for application to asphalt or acrylic color-coated surfaces on lightly trafficked areas.

NET POSTS AND EQUIPMENT

a. Net Post Foundations: Net post foundations shall be not less than twenty-four inches deep by twenty inches wide. Foundations shall be placed to provide an exact distance between net posts of forty-two feet on the doubles court and thirty- three feet on the singles court.

b. Net Posts and Sleeves: Net posts shall be painted steel poles having an outside diameter of not less than two and seven-eighths inches, and shall be equipped with an externally geared winding

Initial_____

mechanism with removable handle. Post sleeves and posts shall be set plumb and true so as to support the net at a height of forty-two inches above the court surface at the posts.

c. Center Strap Anchor: One center strap anchor per court shall be firmly set in accordance with the rules of the U.S.T.A.

d. Center Strap: One center strap per court of white synthetic material shall be placed on the net and attached to the center strap anchor.

e. Net: Six Star II nets, conforming to the U.S.T.A. regulations shall be installed. The net shall have a knotted 3.5mm net body; a headband of white, vinyl coated polyester in double thickness with four rows of stitching binding it to the net body; bottom and side bindings made of heavy duty, vinyl coated fabric with side pockets and dowels; and a vinyl coated or impregnated steel cable, having a diameter of seven-thirty seconds of an inch and a length five feet greater than the distance between the net ends. All net materials shall be treated for resistance to ultra-violet rays

FENCING

a. Fence Scope: Install 550 linear feet of 10' tall and 20 linear feet of 4' tall heavy duty court fencing around the court battery perimeter. Note: Town is responsible for removing braces for light pole supports on north and south ends of courts and also all vegetation must be cleared +/- 2' from fence line around entire perimeter (roots also removed) to allow for proper fence install.

b. Fence Materials: New poles shall be 3" O.D. PP40 poly coated terminal poles, 2-1/2" O.D. PP40 line poles, 1-5/8" O.D. PP20 top and bottom rail, and 8 gauge x 2" fused and bonded (Class 2b) vinyl coated chain link mesh.

c. Gates: Provide (1) 4' x 7' entry gate and (1) 12' x 10' rolling maintenance gate.

UPON ACCEPTANCE and return to us, this proposal becomes our entire contract.

ACCEPTED:

FAST-DRY COURTS, INC.

Court Colors to be chosen by Owner from attached Nova Color Chart. Colors must be confirmed at contract signing in order for contract to be processed.

(Perimeter Court)

(Interior Court)

NET POST COLOR: _____
(black or green)

By _____

By  _____

Printed Name: _____

TRIMMER DETTON

Title _____

Title Vice President, Sales

Date _____

Date October 1, 2013



August 3, 2010

VIA FACSIMILE: 954-979-1335

Mr. Stephen N. Dettor, President
Fast – Dry Courts, Inc.
1400 N.W. 13th Avenue
Pompano Beach, Florida 33069

Subject: INVITATION TO BID (ITB) NO. 31-09/10 POLO PARK TENNIS COURTS
RECONSTRUCTION ("ITB")

Dear Mr. Dettor:

The Mayor and City Commission at its July 14, 2010 awarded a contract to Fast – Dry Courts, Inc. for Polo Park Tennis Courts Reconstruction.

The three (3) contract books are reference to the above ITB. To complete the execution of the contracts and before proceeding with the issuance of an NTP, please provide the following:

1. Sign where indicated on (red sign here), and have all four copies attest and sealed; and
2. Submit an Original Insurance Certificate. *(Please make sure that the insurance certificates states that the "City of Miami Beach is Additionally Insured")*; and
3. In section 7 of the contract books are the forms to be used for the Performance and Payment Bonds. We need three (3) original sets of these forms returned to our office; and
4. Submit a copy of a signed W-9 form;

Note: the following Amendment to the Contract Document:

From Hermes Diaz, Civil Engineer, City of Miami, E-mail dated 7/30/2010: As per our meeting Tuesday with Fast-Dry Courts and further conversations with them they have agreed to include within their price a fourth year of warranty for their work on the courts plus they will provide us with the wind screens. The wind screens will be installed by the Parks Department. Also, they have also committed to straighten any fence post that is bent as long as it does not need to be replaced.

Please initial as acceptance of this amendment _____

Please return all required documentation to this office within 10 calendar days.

If you should have any difficulties in returning the above mentioned documentation to the City or should you have any other questions, please contact me at 305.673.7490, or via e-mail at: guslopez@miamibeachfl.gov

Thank you,

Gus Lopez, CPPO
Procurement Director

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RESOLUTION No. _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE TOWN TO ENTER INTO AN AGREEMENT WITH MUSCO SPORTS LIGHTING, LLC AND THE TOWN OF SURFSIDE PIGGYBACKING OFF THE COMPETITELY BID CONTRACT AWARDED BY CLAY COUNTY; 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 recently adopted a Five Year Capital Plan for the Parks and Recreation Department in Resolution No. 13-2187 and pursuant to that Plan the renovation and lighting of the Surfside Tennis Center was listed as the number two priority and the facility is in need of major renovation; and

WHEREAS, the existing lighting is outdated and provides improper illumination for a tennis facility; and

WHEREAS, the Town Commission of the Town of Surfside, Florida wishes to enter into an agreement with Musco Sports Lighting, LLC ("Musco"), by piggybacking off a competitively bid contract awarded by Clay County, Florida to supply and install lighting equipment for the Surfside Tennis Center; and

WHEREAS, Musco was selected by Clay County pursuant to RFP/Contract No. 08/09-3 and in accordance with the Surfside procurement process and pursuant to Section 3-13(3) of the Code of Ordinances the Town may enter into contracts entered into by another governmental agency through a competitive bid process; and

WHEREAS, Town Commission of the Town of Surfside, Florida feels it is in the best interest of the Town to enter into the Agreement with Musco for the installation and supply of lighting equipment for the Surfside Tennis Center.

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

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

Section 2. Authorization to enter into an agreement. The Town Commission hereby authorizes the Town Manager to enter into the Agreement by and between Musco and the Town of Surfside attached as Exhibit "A."

Resolution No. _____

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

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

PASSED AND ADOPTED this ____ day of _____, 2013.

Motion by _____, second by _____.

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, Town Attorney

Resolution No. _____

**AGREEMENT
BETWEEN
TOWN OF SURFSIDE, FLORIDA
AND
MUSCO SPORTS LIGHTING, LLC**

THIS AGREEMENT (this "Agreement") is made by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (hereinafter referred to as the "TOWN"), and **MUSCO SPORTS LIGHTING, LLC**, an Iowa Limited Liability Company (hereinafter referred to as the "CONTRACTOR"), whose principal place of business is 100 1st Avenue West, Oskaloosa, IA 52577.

RECITALS:

WHEREAS, the TOWN desires to engage the CONTRACTOR to supply lighting equipment and perform turnkey installation thereof for the TOWN's Tennis Center, including the furnishing of all materials, equipment, labor and installation for such work. As more specifically described in the CONTRACTOR'S Proposal (the "Proposal") attached to this Agreement as Exhibit "A" (hereinafter, the "Work" or "Project");

WHEREAS, the CONTRACTOR was previously selected by Clay County, Florida, pursuant to RFP/Contract No. 08/09-3 (attached hereto as Exhibit "B") through a competitively bid process and the Town desires to piggyback off of that agreement for sports lighting projects; and

WHEREAS, the CONTRACTOR is willing and able to perform the Work for the TOWN in accordance with the terms and conditions set forth in the Proposal and this Agreement; and

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the TOWN and CONTRACTOR agree as follows:

SECTION 1. SCOPE OF WORK

1.1 Agreement Documents. The Agreement Documents, which comprise the entire agreement between the TOWN and the CONTRACTOR concerning the Work, consist of this Agreement (including any changes or amendments thereto), the Proposal of the CONTRACTOR, the Insurance Certificates, and the Notice to Proceed, all of which are deemed incorporated into and made a part of this Agreement by this reference and govern the Project. In the event of a conflict among the foregoing Agreement Documents, this Agreement shall govern and control. The Work as defined in Section 1.2 hereof and to be provided and performed with respect to the Project shall be at all times subject to the requirements of the Agreement Documents.

1.2 Scope of Work. Pursuant to the Agreement Documents, the CONTRACTOR shall provide and perform the Project. The Project shall include the furnishing of all labor, materials, tools, equipment, machinery, superintendence and work necessary for the Project to provide a turnkey installation and fully functional and operational lighting system and facilities. The CONTRACTOR'S Work shall be subject to inspection and approval by the TOWN, which shall indicate any portion of the Work that needs to be addressed or corrected and the CONTRACTOR shall address and complete same in a timely manner.

1.3 The CONTRACTOR shall expend all necessary efforts to competently, skillfully and timely implement and complete the Project.

SECTION 2. CONTRACT PRICE; PAYMENTS TO THE CONTRACTOR

2.1 Fees; Payment. As full compensation for the satisfactory performance and installation of the Work, the TOWN shall pay the CONTRACTOR the total sum of One Hundred Twenty-two Thousand Dollars (\$122,000.00) (the "Contract Price"), which amount is more fully set forth in the Proposal attached hereto as Exhibit "A." The Contract Price shall be full compensation to the CONTRACTOR for all services, labor, materials, equipment and costs for the completion of the Project in full conformity with the Agreement Documents. The Contract Price shall be payable in the following manner: 25% Deposit shall be due from the TOWN to the CONTRACTOR within five (5) days of the Notice to Proceed, and the remaining balance shall be due upon completion of the Work, activation and testing and acceptance by the TOWN.

2.2 Suspension of Payment. In the event that the TOWN becomes informed that any representations of the CONTRACTOR provided pursuant to this Agreement, are wholly or partially inaccurate, or in the event that the CONTRACTOR is not in compliance with any terms or conditions of this Agreement, the TOWN may withhold payment of sums then or in the future otherwise due to the CONTRACTOR until the inaccuracy, or other breach of this Agreement, and the cause thereof, is corrected to the TOWN'S reasonable satisfaction.

SECTION 3. TERM/TIME OF PERFORMANCE

3.1 Term. The CONTRACTOR shall be instructed to commence the Work by written instruction from the TOWN in the form of a Notice to Proceed providing the commencement date of this Agreement. This Agreement shall commence on the commencement date indicated on the Notice to Proceed and shall continue in full force and effect for a term of sixty (60) days or until final completion and acceptance by the TOWN, unless otherwise sooner terminated pursuant to the terms of this Agreement (the "Term"). All Work shall be fully completed by the CONTRACTOR, with final acceptance and approval by the TOWN, within the Term.

3.2 Commencement. The CONTRACTOR'S Work under this Agreement and the time frames and schedule applicable to this Agreement shall commence upon the commencement date indicated on the Notice to Proceed. The CONTRACTOR shall not incur any expenses or obligations or incur payment to third parties prior to the issuance of a Notice to Proceed for the Project, and the CONTRACTOR must receive the Notice to Proceed from the TOWN prior to beginning the performance of the Work.

3.3 Contract Time. From and after the receipt of the Notice to Proceed, the CONTRACTOR shall continuously perform the Work to the satisfaction of the TOWN, with faithfulness and diligence and without interruption, for the duration of the Term (the "Contract Time"). Time is of the essence in the performance of the Work and all limitations of time set forth in this Agreement are of the essence.

SECTION 4. TERMINATION OF AGREEMENT

4.1 Termination. The TOWN has the right to terminate this Agreement for convenience and for any reason or no reason, in whole or in part, upon fifteen (15) days' written notice to CONTRACTOR. Upon termination of this Agreement, and final payment of any undisputed outstanding amounts due for the Work rendered by the CONTRACTOR prior to and through the date of the notice of termination, copies of all records, charts, sketches, studies, plans, drawings, and other documents related to the Work performed under this Agreement, whether finished or not, shall be turned over to the TOWN within ten (10) days.

4.2 Termination for Default. If CONTRACTOR fails to timely begin the Work, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work according to the Contract Time and this Agreement, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule, or if the CONTRACTOR shall fail to perform any material term set forth in the Agreement Documents, or if the CONTRACTOR shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, the TOWN may, upon seven (7) days written notice of termination, terminate the Work of the CONTRACTOR, exclude the CONTRACTOR from the Project sites, provide for alternate prosecution of the Work, appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable, and may perform the Work by whatever methods it may deem expedient. In such case, the CONTRACTOR shall not be entitled to receive any further payment. All damages, costs and charges incurred by the TOWN, together with the costs of completing the Work, shall be deducted from any monies due or which may become due to the CONTRACTOR. In case the damages and expenses so incurred by the TOWN shall exceed monies due to the CONTRACTOR from the TOWN, CONTRACTOR shall be liable and shall pay to the TOWN the amount of said excess promptly upon demand therefore by the TOWN. In the event it is adjudicated that the TOWN was not entitled to terminate the Agreement as described hereunder for default, the Contract shall automatically be deemed terminated by the TOWN for convenience as described below.

4.3 Payment after Termination. Provided that the CONTRACTOR has performed in accordance with the terms of this Agreement as of the date of termination pursuant to Sections 4.1 and 4.2 above, CONTRACTOR shall receive all payments due to the CONTRACTOR for Work rendered and accepted prior to and up to the date of termination.

SECTION 5. ADDITIONAL WORK AND CHANGES IN SCOPE OF WORK

5.1 Changes Permitted. Changes in the Work or the Project consisting of additions, deletions, revisions, or any combination thereof, may be ordered by the TOWN by Change Order (as defined below) without invalidating the terms of this Agreement.

5.2 Change Order Defined. "Change Order" shall mean a written order to the CONTRACTOR executed by the TOWN, issued after execution of this Agreement, authorizing and directing a change in the Work, the Project, the Contract Price, the Contract Time, or any combination thereof.

5.3 Effect of Executed Change Order. The execution of a Change Order by the TOWN and the CONTRACTOR shall constitute conclusive evidence of the CONTRACTOR'S agreement to the ordered changes in the Work or the Project, or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The CONTRACTOR, by executing the Change Order, waives and forever releases any claim against the TOWN for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

SECTION 6. SURVIVAL OF PROVISIONS

Any terms or conditions of this Agreement that require acts beyond the date of the Term, shall survive termination of this Agreement, and shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

SECTION 7. TOWN'S RESPONSIBILITIES

7.1 The TOWN will assist the CONTRACTOR by placing at its disposal all available information as may be requested in writing by the CONTRACTOR relating to the Project and allow reasonable access to all pertinent information relating to the Work to be performed by the CONTRACTOR.

7.2 The TOWN shall furnish to the CONTRACTOR, at the CONTRACTOR'S written request, all available maps, plans, existing studies, reports and other data, pertinent to the Work to be provided by the CONTRACTOR, that are in possession of the TOWN.

7.3 The TOWN shall arrange for access to and make all provisions for the CONTRACTOR to enter upon public property under the control of the TOWN as required for the CONTRACTOR to perform the Work.

SECTION 8. CONFLICT OF INTEREST/CODE OF ETHICS.

The CONTRACTOR agrees to adhere to and be governed by the Miami-Dade County Conflict of Interest and Code of Ethics 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. The CONTRACTOR 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.

SECTION 9. COMPLIANCE WITH LAWS; LICENSES; POLICY OF NON-DISCRIMINATION/WAGES

9.1 The CONTRACTOR and any and all of its agents, employees and subcontractors shall comply with all applicable federal, state, county and local laws, ordinances, rules, regulations and procedural requirements applicable to the performance of the Work and operations pursuant to this Agreement. The CONTRACTOR is required to enter upon the TOWN'S property to perform the Work pursuant to this Agreement and shall obtain all necessary licenses and insurance in connection with such Work and access and right of entry. The CONTRACTOR shall comply with all requirements and the TOWN'S agreements with any other entity or agency which concern the areas upon which the Work is to be provided, including all agreements or requirements of the Surfside Tennis Center in connection with access to and work on this Project site.

9.2 The CONTRACTOR shall be licensed and certified by all appropriate federal, state, county and local agencies. Prior to the commencement of the Work and at all times during the Term of this Agreement, the CONTRACTOR shall procure and maintain, at its sole cost and expense, and provide copies to the TOWN, all required licenses and certifications for the performance of the Work and the operations set forth in this Agreement.

9.3 The CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, age, marital status, national origin, physical or mental disability in the performance of the Work under this Agreement. The CONTRACTOR shall comply with all equal employment opportunity requirements and any and all applicable requirements established by state and federal law.

SECTION 10. OWNERSHIP OF DOCUMENTS

10.1 Any and all records, drawings and specifications, as instruments of the Work be performed (the "Drawings and Specifications"), are and shall become the property of the TOWN whether the Project for which they are made is executed or not. The CONTRACTOR shall be permitted to retain copies, including reproducible copies, of the Drawings and Specifications for information and reference in connection with the TOWN'S use and occupancy of the Project.

10.2 The CONTRACTOR agrees not to divulge, furnish or make available to any third person, firm or organization, without the TOWN'S prior written consent, or unless incident to the proper performance of the CONTRACTOR'S obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the Work to be rendered by the CONTRACTOR hereunder, and the CONTRACTOR shall require all of its employees, agents and subcontractors to comply with the provisions of this paragraph.

SECTION 11. RECORDS/AUDITS

11.1 The CONTRACTOR shall maintain and require all subcontractors to maintain, complete and correct records, books, documents, papers and accounts pertaining to the Work. Such records, books, documents, papers and accounts shall be available at all reasonable

times for examination and audit by the TOWN Manager or any authorized TOWN representative with reasonable notice and shall be kept for a period of three (3) years after the completion of the Work. Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance by or reimbursement to the TOWN of any fees or expenses based upon such entries. Disallowed fees will be paid when incomplete or incorrect entries are remedied to the satisfaction of the TOWN.

11.2 The CONTRACTOR shall comply with Chapter 119, Florida Statutes, as applicable.

11.3 Refusal of the CONTRACTOR to comply with the provisions of Sections 11.1 or 11.2 shall be grounds for immediate termination for cause by the TOWN of this Agreement.

SECTION 12. NO CONTINGENT FEE

The CONTRACTOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the TOWN shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Contract Price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 13. INDEPENDENT CONTRACTOR

The CONTRACTOR is an Independent Contractor under this Agreement. Personnel provided by the CONTRACTOR shall be employees of the CONTRACTOR and subject to supervision by the CONTRACTOR, and not as officers, employees, or agents of the TOWN. Personnel policies, tax responsibilities, social security, health insurance, worker's compensation insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work rendered under this Agreement shall be those of the CONTRACTOR.

SECTION 14. ASSIGNMENT; AMENDMENTS

14.1 This Agreement or the Work shall not be assigned, sold, transferred or otherwise encumbered, under any circumstances, in whole or in part, by the CONTRACTOR, without the prior written consent of the TOWN, in its sole and absolute discretion.

14.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement by both parties.

SECTION 15. INDEMNIFICATION/HOLD HARMLESS

15.1 The CONTRACTOR shall indemnify and hold harmless the TOWN, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable

attorneys' fees, to the extent caused by the acts, omissions, negligence, recklessness, wrongful conduct, acts, errors or omissions of the CONTRACTOR or any subcontractors or other persons employed or utilized by the CONTRACTOR in the performance of the Work pursuant to this Agreement. The CONTRACTOR'S obligation under this paragraph shall not be limited in any way by the agreed upon Contract Price, or the CONTRACTOR'S limit of, or lack of, sufficient insurance protection.

15.2 The indemnification obligations under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any subcontractor or other persons employed or utilized by the CONTRACTOR in the performance of this Agreement, under worker's compensation acts, disability benefit nets, or other employee benefit acts.

15.3 The CONTRACTOR shall not specify or allow any subcontractor or other persons employed or utilized by the CONTRACTOR in the performance of this Agreement to specify a particular design, process or product that infringes upon any patent. The CONTRACTOR shall indemnify and hold the TOWN and its officers and employees harmless from any loss, cost or expense, including reasonable attorney's fees and costs incurred, on account thereof if the CONTRACTOR violates the requirements of this Section 15.

SECTION 16. INSURANCE

The CONTRACTOR shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts not less than those specified below as satisfactory to the TOWN, naming the TOWN as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the TOWN, its officials, employees, agents and volunteers naming the TOWN as additional insured. Any insurance maintained by the TOWN shall be in excess of the CONTRACTOR'S insurance and shall not contribute to the CONTRACTOR'S insurance. The insurance coverage's shall include at a minimum the following amounts set forth in this Section 16:

- (a) Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of CONTRACTOR. The General Aggregate Liability limit (including Products/Completed Operations) shall be in the amount of \$2,000,000.
- (b) Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000. each accident. No employee, subcontractor or agent of the CONTRACTOR shall be allowed to provide Work pursuant to this Agreement who is not covered by Worker's Compensation insurance.

- (c) Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- (d) Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. This insurance shall include the interest of the TOWN and the CONTRACTOR and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, Vandalism and Malicious Mischief, Windstorm and Flood.
- (e) The CONTRACTOR acknowledges that it shall bear the full risk of loss for any portion of the Work damaged, destroyed, lost or stolen until final completion has been achieved for the Project, and all such Work shall be fully restored by the CONTRACTOR, at its sole cost and expense, in accordance with the Agreement Documents.
- (f) Certificate of Insurance. On or before the Effective Date of this and prior to commencing of any Work, Certificates of Insurance shall be provided to the TOWN, reflecting the TOWN as an Additional Insured. Each certificate shall include no less than (30) thirty-day advance written notice to TOWN prior to cancellation, termination, or material alteration of said policies or insurance. The CONTRACTOR shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the TOWN. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The TOWN reserves the right to inspect and return a certified copy of such policies, upon written request by the TOWN. If a policy is due to expire prior to the completion of the Work, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Acceptance of the Certificate(s) is subject to approval of the TOWN.
- (g) Additional Insured. The TOWN is to be specifically included as an Additional Insured for the liability of the TOWN resulting from Work performed by or on behalf of the CONTRACTOR in performance of this Agreement. The CONTRACTOR'S insurance, including that applicable to the TOWN as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the TOWN shall be in excess of and shall not contribute to the CONTRACTOR'S insurance. The CONTRACTOR'S insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.
- (h) Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the TOWN. The CONTRACTOR shall be responsible for the payment of any deductible or self-insured retention in the event of any claim.
- (i) The provisions of this section shall survive termination of this Agreement.

SECTION 17. REPRESENTATIVE OF TOWN AND CONTRACTOR

17.1 TOWN Representative. It is recognized that questions in the day-to-day conduct of this Agreement will arise. The TOWN designates the TOWN Manager or his or her designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

17.2 CONTRACTOR Representative. Before commencing any Work, the CONTRACTOR shall designate a competent, authorized representative ("Authorized Representative") acceptable to the TOWN to represent and act for the CONTRACTOR and shall inform the TOWN, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for the CONTRACTOR. Such representative shall be present or duly represented at the Project sites at all times when Work is actually in progress. All notices, determinations, instructions and other communications given to the Authorized Representatives of the CONTRACTOR shall be binding upon the CONTRACTOR. The Authorized Representative, project managers, superintendents and supervisors for the Project are all subject to prior and continuous approval of TOWN. If, at any time during the Term of this Agreement, any of the personnel either functionally or nominally performing any of the positions named above, are, for any reasonable cause whatsoever, unacceptable to the TOWN, the CONTRACTOR shall replace the unacceptable personnel with personnel acceptable to the TOWN.

SECTION 18. PREVAILING PARTY COST AND ATTORNEY'S FEES/WAIVER OF JURY TRIAL

18.1 If either the TOWN or the CONTRACTOR is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all costs, expenses, and reasonable attorney's fees in any state or federal administrative, circuit court and appellate court proceedings.

18.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

SECTION 19. ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly it is agreed that no deviation from the terms of the Agreement shall be predicated upon any prior representations or agreements whether oral or written.

SECTION 20. CONTRACTOR'S RESPONSIBILITIES.

20.1 The CONTRACTOR warrants that the Work to be performed hereunder shall be performed by the CONTRACTOR'S own staff or employees, unless otherwise approved in writing by the TOWN. The TOWN shall approve any and all subcontractors providing Work to the TOWN

pursuant to this Agreement. Said approval shall not be construed as constituting an agreement between the TOWNS and said other person or firm. The CONTRACTOR'S Work shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing professionals performing similar Work in the same locality and under the same or similar circumstances and conditions.

20.2 The CONTRACTOR represents that it possesses the requisite skills and shall follow the professional standards and the standard of conduct for the CONTRACTORS or vendors in performing all Work under this Agreement. The CONTRACTOR agrees to use its skill and judgment in furthering the TOWN'S interests hereunder and the CONTRACTOR shall perform the Work in accordance with the practice of the pertinent industry and as expeditiously as is consistent with reasonable skill and care. The TOWN shall have the right to reject or disapprove Work which the TOWN finds to be defective or non-conforming. If at any time during the term of this Agreement or the Project for which the CONTRACTOR has provided Work under this Agreement, it is determined that the CONTRACTOR'S Work is incorrect, defective, non-conforming or fails to conform to the terms of this Agreement, upon written notification from the TOWN, the CONTRACTOR shall immediately proceed to correct the Work, re- perform Work which failed to satisfy the foregoing standard of care and shall pay all costs and expenses associated with correcting said incorrect or defective work, including any additional inspections, and installation and reimbursements to the TOWN for any other Work and expenses made necessary thereby, save and except any costs which the TOWN would have otherwise paid absent the CONTRACTOR'S error or omission. The TOWN'S approval, acceptance, use of or payment for all or any part of the CONTRACTOR'S Work shall in no way alter the CONTRACTOR'S obligations or the TOWN'S rights hereunder.

20.3 The CONTRACTOR agrees, within seven (7) calendar days of receipt of a written request from the TOWN, to promptly remove and replace any personnel employed or retained by the CONTRACTOR, any subcontractor or other persons employed or utilized by the CONTRACTOR in the performance of this Agreement or any personnel of any such subcontractor or other persons employed or utilized by the CONTRACTOR to provide and perform the Work or work pursuant to the requirements of this Agreement, whom the TOWN shall request in writing to be removed, which request may be made by the TOWN.

20.4 If the CONTRACTOR allows any work to be performed knowing, or when with the exercise of due care the CONTRACTOR should have known, it to be contrary to any such applicable laws, ordinances, rules, regulations or restrictions and fails to give the TOWN written notice thereof prior to performance thereof, the CONTRACTOR shall bear all costs, liabilities, and expenses arising therefrom, which costs, liabilities and expenses shall not be considered a part of the CONTRACTOR'S fees or any other amounts due hereunder.

20.5 The CONTRACTOR hereby represents and warrants that it has reviewed all necessary Project documents, specifications, and that this Agreement and the Proposal, when taken together, fully and accurately describe the Work needed to complete the Project in accordance with the requisite standard of care, and that the CONTRACTOR is not aware of any additional work, labor or Work that will be required to complete the Project. The CONTRACTOR warrants and represents

that it has visited and inspected the Project Sites and become familiar with and is satisfied as to the general and local conditions and site conditions that may affect performance or progress of the Work, and the cost of the Work.

20.6 The CONTRACTOR hereby represents and warrants that all Work shall comply with all applicable federal, state and local laws, ordinances and building codes.

20.7 The CONTRACTOR shall be responsible for promptly notifying the TOWN of any damage to irrigation systems, buildings or other structures, vehicles, or property or possessions, which occur as a result of the Work performed by the CONTRACTOR pursuant to this Agreement, or the improper or negligent activities of the CONTRACTOR.

20.8 The CONTRACTOR warrants that it shall have, prior to commencement of Work under this Agreement and at all times during said Work, all required licenses whether federal, state, County or TOWN. The Contractor acknowledges that it is the obligation of the CONTRACTOR to obtain all licenses required for this Project.

20.9 The CONTRACTOR'S obligations under this Section 20 shall survive termination of this Agreement.

SECTION 21. TAXES.

The CONTRACTOR shall pay all taxes, levies, duties and assessments of every nature which may be applicable to the Work under this Agreement. The pricing and any agreed variations thereof shall include all taxes imposed by law at the time of this Agreement. The CONTRACTOR shall make any and all payroll deductions required by law. The CONTRACTOR herein indemnifies and holds the TOWN harmless from any liability on account of any and all such taxes, levies, duties and assessments.

Notwithstanding anything contained in the Agreement Documents to the contrary, the TOWN may exercise its right to implement an owner direct purchase program whereby the TOWN will directly purchase equipment or materials for the Work. Under an owner direct purchase program, the CONTRACTOR shall work with the TOWN to identify materials and equipment for purchase by the TOWN. The CONTRACTOR will receive, unload, properly store, and provide insurance consistent with the requirements of this Agreement and applicable law and regulations for all equipment and materials purchased under an owner direct purchase program. The Contract Price shall be reduced as appropriate by the value of the purchase order(s), plus the applicable sales tax, issued by the TOWN under any owner direct purchase program.

SECTION 22. SAFETY.

The CONTRACTOR shall be fully and solely responsible for safety and conducting all operations under this Agreement at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property. The CONTRACTOR shall continually and diligently inspect all Work, materials and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions. The CONTRACTOR shall

have sole responsibility for implementing its safety program. The TOWN shall not be responsible for supervising the implementation of the CONTRACTOR'S safety program, and shall not have responsibility for the safety of the CONTRACTOR'S or its subcontractor's employees. The CONTRACTOR shall maintain all portions of the Project sites and Work in a neat, clean and sanitary condition at all times. The CONTRACTOR shall assure that subcontractors performing Work comply with the foregoing safety requirements.

SECTION 23. CLEANING UP.

The CONTRACTOR shall, at all times, at its expense, keep the Project sites in a neat, clean and safe condition. Upon completion of any portion of the Work, the CONTRACTOR shall promptly remove all of its equipment, construction materials, temporary structures and surplus materials not to be used at or near the same location during later stages of the Work. Upon completion of the Work, the CONTRACTOR shall, at its expense, satisfactorily dispose of all rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Work and the CONTRACTOR shall leave the Project in a neat, clean and safe condition. In the event of the CONTRACTOR'S failure to comply with the foregoing, the same may be accomplished by the TOWN at the CONTRACTOR'S expense

SECTION 24. DEFECTIVE WORK/WARRANTY.

24.1 The TOWN shall have the authority to reject or disapprove Work which the TOWN finds to be defective. If required by the TOWN, the CONTRACTOR shall promptly either correct all defective Work or remove such defective Work and replace it with non-defective Work. The CONTRACTOR shall bear all direct, indirect and consequential costs of such removal or corrections.

24.2 The CONTRACTOR shall unconditionally warrant and guarantee all materials and equipment furnished and Work performed pursuant to its product assurance and warranty program, which includes 100% maintenance costs, labor and materials, as set forth in the Proposal attached hereto as Exhibit "A". If any of the Work is found to be defective or not in accordance with the Agreement Documents, the CONTRACTOR, after receipt of written notice from the TOWN, shall promptly correct such defective or nonconforming Work without cost to the TOWN. The CONTRACTOR shall provide and assign to the TOWN all material and equipment warranties upon completion of the Work hereunder.

SECTION 25. NOTICES.

Whenever either party desires to give notice to the other, it must be given by hand delivery or written notice, sent by certified United States mail, with return receipt requested or a nationally recognized private mail delivery service, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONTRACTOR:

Musco Sports Lighting, LLC

Attention: Jody Price

100 Ist Avenue West

Oskaloosa, IA 52577

Phone: () —

Facsimile: () —

FOR TOWN:

Town of Surfside, Florida

Attn: Michael P. Crotty, Town Manager

9293 Harding Avenue

Surfside, Florida 33154

Phone: (305) 861-4863

With a copy to:

Town of Surfside, Florida

Attn: Linda Miller, Town Attorney

9293 Harding Avenue

Surfside, Florida 33154

Phone: (305) 861-4863

SECTION 26. TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by the CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the Contract Price under this Agreement are accurate, complete, and current at the time of contracting. This Agreement's Contract Price and any additions shall be adjusted to exclude any significant sums by which the TOWN determines the Project's Contract Price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments shall be made within one (1) year following the end of this Agreement.

SECTION 27. CONSENT TO JURISDICTION

The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to this Agreement. Venue of any action to enforce this Agreement shall be proper exclusively in Miami-Dade County, Florida.

SECTION 28. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

SECTION 29. HEADINGS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

SECTION 30. EXHIBITS

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits if not physically attached, should be treated as part of this Agreement, and are hereby incorporated by reference.

SECTION 31. NO WAIVER OF BREACH

The failure of a party to insist on strict performance of any provision of this Agreement shall not be construed to constitute a waiver of a breach of any other provision or of a subsequent breach of the same provision.

SECTION 32. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 33. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument.

SECTION 34. FAVORED NATION STATUS

The CONTRACTOR agrees that if, after the Effective Date of this Agreement, it enters into an agreement with another municipality, county, state or other local government which is substantially similar in all material respects to the instant Project, and which is more favorable than the terms of this Agreement, including a reduction in the pricing or Contract Price, the TOWN shall be entitled to the same favorable terms as the other municipality, county, state or other local government, without the need for an amendment to this Agreement. In the event that the more favorable term results in a reduction in the pricing or Contract Price of the Work, said reduction shall be applied to any remaining balance due the CONTRACTOR on the Contract Price or credited or refunded back to the TOWN, as applicable.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]


TOWN OF SURFSIDE
A Florida Municipal Corporation,

BY: _____
Michael P. Crotty, Town Manager

Date _____

BY: 
Jody Price, Musco Sports Lighting, LLC

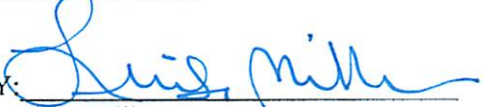
Date 9/30/2013


James H. Hansen

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, Town Attorney

_____ Date



Surfside Tennis Center
Surfside, FL

Date: August 5, 2013

To: Tim Milian

Pricing per Clay County Contract RFP#08/09-3

Quotation Price – Materials and Turnkey Installation – (3) Tennis Courts

Musco's Light Structure Green™ lighting system as described below and delivered to the job site \$122,000.

Equipment Description

Light Structure Green™ System delivered to your site in Five Easy Pieces™

- Pre-cast concrete bases
- Galvanized steel poles
- Electrical component enclosures
- Pole length wire harness
- Factory-aimed and assembled luminaires

Also Includes:

- Energy savings of more than 50% over a standard lighting system
- 50% less spill and glare light than Musco's prior industry leading technology
- Musco Constant 25™ product assurance and warranty program that eliminates 100% of your maintenance costs for 25 years, including labor and materials
- Guaranteed constant light level of 30 footcandles for 25 years
- Two group re-lamp(s) at the end of the lamps' rated life, 12000 hours
- Control Link® Control & Monitoring System for flexible control and solid management of your lighting system
- Lighting Contactors sized for voltage and phasing at site

Field Description	Quantity	Pricing Per Clay County	Extended Price
(Sect I) Tennis (30 footcandles)	1	\$62,733.00	\$62,733.00
(Sect II G) Freight	1	\$549.00	\$549.00
(Sect III A) Installation of 50' poles	4	\$3,035.00	\$12,140.00
(Sect III B) Demo of existing structures	4	\$4,600.00	\$18,400.00
(Sect IV B 1a)Wiring from panel to Contactors	4	\$90.00	\$360.00
(Sect IV B 2a)Wiring from Contactors to Poles	550	\$34.00	\$18,700.00
(Sect IV B 3a)Pull Box 38T	4	\$460.00	\$1,840.00
(Sect IV B 3b)Connect Pull boxes	4	\$110.00	\$440.00
(Sect V B 2)Structural Engineering	1	\$1,150.00	\$1,150.00
(Sect V F) Project Management	1	\$5,750.00	\$5,750.00
(Sect V A 3) Electrical Engineering	1	\$5,750.00	\$5,750.00
(Sect C 1) Surge Arrestor	1	\$1,035.00	\$1,035.00
Deducts: Design Parameters			-\$6,847.00
Total			\$122,000.00

Sales tax, permitting, and bonding are not included as part of this quote.

Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential. Divulging technical or pricing information to competitive vendors will result in removal from the bid list.

Payment Terms

To be determined between Musco Credit Department and owner.

Late payment will be subject to service charges of 1 ½% per month (18% APR).

Musco will make every effort to coordinate shipment so that delivery corresponds with the customer's payment schedule. We will expect payment within the terms described above unless there is a written statement from Musco's corporate headquarters stating the acceptance of different terms.

Delivery to the job site from the time of order, submittal approval, and confirmation of order details including voltage and phase, pole locations is approximately 30-45 days. Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of entire project together to one location
- (3) Tennis Courts
- Structural code and wind speed = 2010 FBC, 175 MPH, HVHZ Dade County
- Confirmation of pole locations prior to production

Scope of Work

Owner Responsibilities:

1. Provide total access to the site and pole locations for construction. Equipment must be able to move from location to location on standard rubber tires – no towing required.
2. Survey in pole locations and aiming points (one per field) for sighting in lighting cross-arms. Final grade elevations will also need to be marked if necessary.
3. Remove any trees, limbs, shrubs, etc. for total access to pole locations.
4. Removal, replacement, and repair of all fencing necessary for construction.
5. Repair and replacement of any field turf, asphalt, curbs, and concrete inadvertently damaged during installation.
6. Provide area on site for disposal of spoils from foundation excavation.
7. Locate and mark existing underground utilities not covered by "One Call" and irrigation systems including sprinkler heads prior to excavation. Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
8. Pay for any power company fees and requirements. **(If necessary).**
9. Additional charges will apply for foundation excavation and construction in non-standard soils (rock, caliche, high water table, collapsing holes, alluvial soils, etc.). Standard soils are defined as Class 5 soils in the 2010 edition of the Florida Building Code and can be excavated using standard earth auguring equipment.
10. Provide a source of water such as a fire hydrant or 2" water line for foundation excavation. Pay for any and all fees associated with the water access and usage.
11. Provide primary transformer to within 150 feet of site.
12. Pay for all appropriate permitting fees.

Musco Responsibilities / Musco Subcontractor Responsibilities:

1. Provide required poles, fixtures, foundations, and associated designs.
2. Provide structural design for poles and foundations, certified by a professional engineer licensed in the State of Florida.
3. Provide layout of pole locations and aiming diagram.
4. Provide light test upon completion of works once owner supplied electrical system is energized.
5. Provide Project Management assistance as needed.
6. Provide electrical design by electrical engineer as necessary.
7. Provide review of electrical design as provided by Electrical Contractor or Electrical Engineer.
8. Provide equipment and materials to off load equipment at jobsite per scheduled delivery.
9. Provide storage containers for material, including ballast enclosures.
10. Provide adequate trash container for cardboard waste and packing debris.
11. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
12. Obtain all required permits.
13. Provide materials and equipment to upgrade existing electrical service panels as required or necessary.
14. Provide materials and equipment to install all underground conduit, wiring, pull boxes, switchgear, etc. and terminate wiring as required per electrical design.
15. Make appropriate contact to ensure utility locations have been marked prior to excavation and trenching. Repair any damage to existing utilities made during construction.
16. Provide materials and equipment to install (4) Light Structure System foundations as specified on Layout.
17. Remove augured spoils to owner-designated location at jobsite.
18. Provide materials and equipment to assemble and install (12) Light Structure Green™ fixtures and terminate all necessary wiring.
19. Provide equipment and materials to assemble and erect (4) Light Structure System Poles.
20. Verify aiming points have been located and are correct before sighting in lighting cross-arms.
21. Provide equipment and materials to install the new Controls and Monitoring Cabinet(s) and terminate all necessary wiring. Installation of Musco supplied surge protection required. Subcontractor to commission Control Link once system is energized.
22. Provide dedicated breaker in distribution panel (Voltage TBD) for surge protection device.
23. Keep all heavy equipment off of playing fields and surfaces whenever possible. Use due care to minimize damages when playing surface access is required.
24. Conduct system startup and additional aiming as required to provide a complete and operating sports lighting system.

Thank you for considering Musco for your sports-lighting needs. Please contact me with any questions.



Jason Frucht
Field Sales
Musco Sports Lighting, LLC
Phone: 954-732-5674
E-mail: jason.frucht@musco.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/30/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Assoc - WDM PO Box 9207 Des Moines, IA 50306-9207	1-800-247-7756	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: EMPLOYERS MUT CAS CO A XII INSURER B: STARR IND & LIAB CO A XIV c/o RT INSURER C: FEDERAL INS CO A++ XV INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # 21415 38318 21415
INSURED Musco Sports Lighting, LLC Attn: Carrie Ferguson P O Box 808 Oskaloosa, IA 52577			

COVERAGES

CERTIFICATE NUMBER: 36059472

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC		2D5362514	07/01/13	07/01/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		2E5362514	07/01/13	07/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		1000010100	07/01/13	07/01/14	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	2S5362514 (Non Ded States) 2Z5362514 (All Other States) 2P5362514 (Florida) 2M5362514 (New Jersey)	07/01/13 07/01/13 07/01/13 07/01/13	07/01/14 07/01/14 07/01/14 07/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Installation Floater		6686375 Special Cause of Loss	07/01/13	07/01/14	Limit-Any one Site 1,000,000 Limit-Any one Occ. 1,000,000 Deductible 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Musco Project 118220 - Surfside Tennis Center

Town of Surfside is included as an Additional Insured on the General Liability for work performed by the Named Insured when required by written contract or agreement.

CERTIFICATE HOLDER

Town of Surfside
9293 Harding Avenue
Surfside, FL 33154

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA**

REQUEST FOR BID

**VARIOUS EQUIPMENT AND AMENITIES FOR PARKS
AND PLAYGROUNDS, CLAY COUNTY, FLORIDA
PARKS, RECREATION & SPECIAL EVENTS DIVISION**

RFP No. 08/09-3

**Due Date: Monday, December 1, 2008 - 4:00 pm
Open Date: Tuesday, December 2, 2008 -1:00 pm**

**Issued By:
Donna Fish**

**Clay County Board of County Commissioners
Purchasing Division**

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Attachments:

No Bid Statement
Form W-9

BOARD OF COUNTY COMMISSIONERS

<p>Fritz A. Behring County Manager www.claycountygov.com</p>	 <p>CLAY COUNTY</p>	<p>Purchasing Division P.O. Box 1366, 477 Houston St Green Cove Springs, FL 32043 904-278-3761 • Fax: 904-278-3728</p>
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Dear prospective bidder:

You and your firm are cordially invited to submit a bid in accordance with the attached instructions and specifications for:

**RFP # 08/09-3, Various Equipment and Amenities for Parks and Playgrounds,
Clay County, Florida**

Interested Vendors may contact me for clarification, by phone at (904) 278-3761 or e-mail at donna.fish@co.clay.fl.us with any questions about this bid. All prospective bidders are hereby instructed NOT to contact any member of the Elected Officials, County Manager, or other County employees for meetings, conferences or technical discussions related to the bid.

To remain on our active bidders list, you should reply in writing with a written quote or a "NO BID" response.

Sincerely,

Donna Fish
Buyer
Clay County Purchasing Division

/df

Att. Complete Bid Pack which includes:
Bid Instructions
Bid Specifications
Bid Forms
Extract(s) from Clay County Purchasing Manual
No Bid Statement
W-9 Form

REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN that sealed proposals will be received until 4:00 P.M., Monday, December 1, 2008, at the Clay County Administration Building, Purchasing Department, 4th floor, 477 Houston Street, Green Cove Springs, Florida 32043, for the following:

RFP NO: 08/09-3, Various Equipment and Amenities for Parks and Playgrounds, Clay County, Florida.

Bids will be opened at 1:00 P.M., or as soon thereafter as possible, on Tuesday, December 2, 2008 in the Clay County Administration Building, Conference Room "B", fourth floor, 477 Houston Street, Green Cove Springs, Florida, in the presence of the Purchasing Department staff, and/or the Clerk or Deputy Clerk and all other interested persons.

The opened bids will be read aloud, examined for conformance to specifications, tabulated, and preserved in the custody of the Purchasing Department. The Finance Committee of the Board will present its recommendations to the Board of County Commissioners at its meeting of December 23, 2008, or as soon thereafter as possible.

Bids will not be valid unless received by the proposal deadline and in a sealed envelope marked "Sealed Bid, RFP No. 08/09-3, Various Equipment and Amenities for Parks and Playgrounds, Clay County, Florida", to be received until 4:00 P.M., Monday, December 1, 2008.

Envelopes are to be mailed or delivered in person to the above address.

All prospective Bidders are hereby instructed NOT to contact any member of the Elected Officials, County Manager or County Employees for meetings, conferences or technical discussions related to the Bid. Unauthorized contact with Elected Officials, County Manager or County personnel may result in rejection of the Vendor's Bid. All communications with the County regarding this Bid should be directed to: Donna Fish, Buyer, Clay County Purchasing Department, 477 Houston Street, Green Cove Springs, FL 32043, 904-278-3632 or by email: donna.fish@co.clay.fl.us

The County reserves the right to waive formalities in any bid, to reject any or all bids with or without cause, including the lack of availability of adequate funds, regulatory agency requirements, and/or to accept the bid that, in its judgment, will be in the best interest of the County of Clay.

FOLLOWING THE BID OPENING AND TABULATION, A “NOTICE OF INTENT TO AWARD BID” OR A “NOTICE OF REJECTION OF ALL BIDS” WILL BE POSTED ON THE INTERNET AT:

www.claycountygov.com/Departments/Purchasing/decision_bids.htm. THIS WEB PAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY’S WEBSITE AT: www.claycountygov.com BY FOLLOWING THE “NOTICE OF INTENT BIDS” LINK UNDER THE “BUSINESS” ROLLOVER BUTTON ON THE COUNTY’S HOMEPAGE. NO OTHER NOTICE WILL BE POSTED.

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE, A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY’S PURCHASING POLICY, IF REQUIRED FOR THIS SOLICITATION, OR THE FAILURE TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8. (N)., OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY’S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY’S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

IF A PROSPECTIVE BIDDER IS IN DOUBT WHETHER THIS SOLICITATION REQUIRES A BID BOND, SUCH PROSPECTIVE BIDDER IS SOLELY RESPONSIBLE FOR MAKING APPROPRIATE INQUIRY.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**Fritz A. Behring
County Manager**

-----END OF NOTICE-----

(CLAY TODAY) For Publication on November 6, 2008

(CLAY COUNTY LEADER) For Publication on November 6, 2008

PLEASE SEND ORIGINAL INVOICE AND OF PROOF OF PUBLICATION TO:

Clay County Board of County Commissioners
Purchasing Department
P.O. Box 1366
Green Cove Springs, Florida 32043
ATTENTION: Donna Fish

REQUEST FOR BID INSTRUCTIONS

RFP NO. 08/09-3 Various Equipment and Amenities for Parks and Playgrounds, Clay County, Florida

1. All Sealed proposals submitted shall be received by the Purchasing Department, Clay County, Florida.

A. Bids submitted by mail should be addressed to:

Clay County Board of County Commissioners
Purchasing Department
Attn: Donna Fish
P O Box 1366
Green Cove Springs, Florida 32043

B. Bids submitted in person will be received at:

Clay County Administrative Building
477 Houston Street
Fourth Floor, Purchasing Department
Green Cove Springs, Florida 32043

THREE paper copies of the bid package shall be submitted, IN WRITING, AND SEALED in an envelope. All requested bid information, proof of liability insurance in the minimum amount of \$1,000,000.00, bids and performance data, and form W-9 taxpayer identification number and certification shall be included with all responses submitted.

2. The words **"RFP #08/09-3, Various Equipment and Amenities for Parks and Playgrounds, Clay County, FL"** shall be clearly marked on the front and back of the envelope containing the proposals.
3. Bids will be received by mail or in person until 4:00 p.m., Monday, December 1, 2008 and will be opened after 1:00 p.m., on Tuesday, December 2, 2008 in the Clay County Administration Building, 477 Houston Street, Conference Room "B", Fourth Floor, Green Cove Springs, Florida. Proposals will be reviewed by Clay County as soon thereafter as possible.
 - A. All bids will be "clocked" at the time they are received to indicate the time and date of receipt. Bids **WILL NOT** be accepted in person after the time and date specified.
 - B. Bids received by mail **WILL NOT** be accepted if they are received after the Time and date specified regardless of the postmark or circumstances.
4. All prospective bidders are hereby instructed NOT to contact any member of the Elected Officials, County Manager or County Employees for meetings, conferences or technical discussions related to the bid. Unauthorized contact with

Elected Officials, County Manager or County personnel may result in rejection of the Vendor's bid response. For information concerning procedures for responding to this Bid, contact Purchasing Buyer, Donna Fish at (904) 278-3761 or by e-mail to donna.fish@co.clay.fl.us. For all technical questions contact Parks, Recreation & Special Events, Tom Price at (904) 269-6378.

Written inquiries/questions must be received by November 20, 2008

5. Each firm receiving an invitation should reply as noted above or reply with a written **"NO RESPONSE."** Either action will keep the firm on the appropriate active Professional Services list. Three (3) failures to respond to solicitations may result in deletion from the solicitation list.
6. If submitting proposals as a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, please include documentation of same.
7. Any firm affected adversely by Clay County's decision shall file with the Clay County Board of County Commissioners a Notice of Protest in writing within 72 hours after the posting of the selected vendor. Failure to file a written notice of Protest shall constitute a waiver of proceedings under Chapter 120.57(3)(a)(3) (Administrative Procedures Act), Florida Statutes.
8. The Board of County Commissioners of Clay County, Florida, reserves the right to waive formalities in any response, to reject any or all responses with or without cause, including the lack of availability of adequate funds, regulatory agency requirements, and/or to accept the response(s) that, in its judgment, will be in the best interest of the County of Clay.
9. Indemnification Statement: The awarded vendor must agree to defend, protect, indemnify and hold harmless the County and all its principals, employees, officers, agents and servants (collectively, the Indemnitees), from and against any and all suits, claims, demands, liabilities and costs and all damages, including reasonable attorney's fees and court costs, asserted against the Indemnitees or any of them by reason of injury to the persons or property of others, including any Participant, which is caused by the fault, acts, omissions or comparative negligence, whether active or passive, attributable the performance of its duties and obligations under this Agreement, or to any of the employees, officers, agents or servants, or to any subcontractor of the firm. The vendor's obligations under this paragraph shall also apply to actions by third parties performed on behalf of the firm pursuant to this Agreement.
10. The successful bidder(s) shall extend these prices to the City of Green Cove Springs, Town of Orange Park, City of Keystone Heights, Town of Penny Farms, and the Clay County Board of Public Instruction upon the written request of the using agency.

Contractor's Insurance Requirement:

1. Any Contractor submitting a bid for any public works project must include, within its initial bid response, proof of the following insurance, in effect continuously from the date of submittal through the 60 days subsequent to the scheduled bid opening date:
 - a. Commercial General Liability
 1. General Aggregate \$1,000,000
 2. Products and Completed Operations Aggregate \$1,000,000
 3. Personal and Advertising Injury \$1,000,000
 4. Each Occurrence \$1,000,000
 5. Fire Damage (any one fire) \$ 50,000
 6. Medical Expense (any one person) \$ 5,000
 - b. Automobile Liability
 1. Any automobile-Combined bodily injury/
property damage, \$1,000,000
With minimum limits for all additional
coverages as required by Florida law
 - c. Workers Compensation/Employers Liability
 1. Workers Compensation statutory limits
 2. Employers Liability
 - a. Each Accident \$ 100,000
 - b. Disease-Policy \$ 500,000
 - c. Disease-Each Employee \$ 100,000
 - d. Professional Liability
 1. When required by contract-per occurrence \$1,000,000
 2. Upon being awarded the bid, the contractor must provide proof that such insurance will be in effect from the date of commencement of the project. The contractor will maintain insurance coverage at the above-prescribed levels through the date of completion of the project and that coverage will include all independent contractors and subcontractors. Either prior to or simultaneously with the execution of the contract, the successful bidder must deliver certificates of insurance for the required insurance coverages to the County naming "Clay County, a political subdivision of the State of Florida; The Board of County Commissioners, Clay County, Florida; and all public agencies of Clay county, as

their interests may appear” as “Additional Insureds.” Said certificates of insurance shall also include a thirty day prior written notice of cancellation, modification or non-renewal to be provided to the County.

3. The Board reserves the right to waive, raise or lower the minimum coverages required for particular projects prior to bid solicitation by affirmative action. The Board will not waive any defects in a bid submittal pertaining to matters under this subsection.

**Bid Specifications for Price Agreement Contract
Various Equipment and Amenities for Parks and Playgrounds
Clay County Division of Parks, Recreation and Special Events**

SCOPE:

The purpose of this bid invitation is to establish a firm, fixed percentage discount from manufacturer's and/or bidder's current catalog/supply/product information price list for the purchase of various equipment and amenities for parks and playgrounds as requested by the Clay County Division of Parks, Recreation and Special Events. Additionally, this bid invitation shall also establish a firm, fixed percentage of manufacturer's and/or bidder's current catalog/supply/product information price list, after applying the above requested discount for purchase, for the installation of various equipment and amenities for parks and playgrounds as requested by the Clay County Division of Parks, Recreation and Special Events. It is understood that bidder's current catalog/supply/product information price list are subject to change; however, percentages shall remain fixed. No extra charges or compensation will be allowed for installation above and beyond what has already been presented in your bid. If the bidder offers specialized catalogs, the catalogs must be submitted separately from any other catalog offered by the bidder. This bid is also a means for qualifying vendors for Ball Park lighting services. Qualifying vendors will be requested to provide pricing on a project by project basis as defined in the method of ordering section of this bid. The qualified vendor providing the lowest responsive quote will be awarded the project.

RESPONSIBILITY:

Bidder shall be responsible for all labor, materials, equipment, supervision, off-loading, storage, and installation, of various equipment and amenities for parks and playground equipment ordered, unless otherwise specified by the County. The County may elect, in certain circumstances, to purchase only materials and have those materials installed by others (e.g., volunteers). These items will be shipped to a designed location and off-loaded by the bidder or bidder's representative.

QUALIFICATION OF INSTALLERS:

If a bidder utilizes a sub-contracted installer for any park or playground equipment, a list of sub-contracted installer must be included with their bid. Additionally, the bidder must supply WRITTEN FACTORY/MANUFACTURER CERTIFICATION that its installer, or its sub-contracted installer, is an authorized installer, certified to install various equipment and amenities for parks and playground equipment as required by each manufacturer. Failure to complete this requirement of the bid proposal may result in the rejection of their bid.

COMPLIANCE WITH SPECIFICATIONS:

Bid only on items that meet specifications. Bid only a single offering for each bid item. Do not bid multiple offering or "alternates." All corrections will be initialed. Bid only new, unused material.

CATALOGS AND MANUFACTURER SUGGESTED RETAIL PRICE (MSRP) LISTS:

Each bidder shall submit with this bid, at no charge, two (2) sets of each current catalog/supply/product information price list as well as current MSRP list for each catalog submitted. All catalogs and/or MSRP lists

shall clearly identify the bid number and the bidder's name, address and telephone number. Additionally, each bidder awarded an option year renewal of this contract will submit, at no charge, two (2) sets of each then current catalog/supply/product information price list as well as current MSRP list for each catalog submitted, within 30 days of award of an option year renewal.

COMPLIANCE WITH LAWS AND CODES:

Bidders must strictly comply with Federal, State and local building and safety codes. Equipment must meet all State and Federal safety regulations. The following publications (issue in effect on date of invitation to bid) shall form a part of this specification:

A. American Society for Testing and Materials (ASTM):

ASTM-F1487 Standards – Methods of testing Playground Equipment for Public Use.

ASTM-F1292 Standards - Method for testing various surfacing materials to determine their "critical height" (the fall height below which a life threatening head injury would not be expected to occur)

Copies may be obtained from the - American Society for Testing and Materials
100 Barr Harbor Drive
West Conshohocken, PA 19428

B. Consumer Product Safety Commission (CPSC) – printed Handbook for Public Playground Safety.

Copies may be obtained from the - US Consumer Product Safety Commission
4330 East West Highway
Bethesda, MD 20814
(301) 504-7923

C. National Playground Safety Institute (NPSI) – identification of 12 leading causes of injuries on playgrounds.

Copies may be obtained from the - National Recreation and Park Association
22377 Belmont Ridge Road
Ashburn, VA 20148-4150
(703) 858-0784

D. Americans with Disabilities Act (ADA) Regulations for Title III, Appendix A, Standards for Accessible Design, issued by the Department of Justice.

Copies may be obtained by calling (800) 514-0301

Bidders certify that all products (materials, equipment, processes, age appropriate signage, or other items supplied in response to this bid) contained in its bid meet all Federal and State requirements, **Upon completion of installation of play equipment and/or playground surfacing, bidder shall furnish to the County a certificate so stating the equipment /surfacing and its installation meet all Federal and State requirements as outlined in the above publications.**

Bidders further certify that if the product(s) delivered and/or installed are subsequently found to be deficient in any if the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product(s) and installation into compliance shall be borne by the bidder.

AWARD:

Performance and payment bonds may be required for specific projects. This requirement is driven by the size and price of each particular job. Vendors will be required to meet this requirement before receiving a purchase order for the project. Multiple awards will be made to any and all responsive bidders. There is no guarantee any purchase order will be issued after award. Purchase orders will be issued subject to availability of funds.

INVOICING:

Invoices may be issued once supplies are shipped, delivered and/or installed to the county's satisfaction. At a minimum, invoices must include: Purchase Order Number, Item Number and Description, Date of Shipment, Quantity Ordered, Unit Price, Unit of Measure, and a total for all purchases. Standard payment terms are Net 45 days per the Local Government Prompt Payment Act.

TERMS OF CONTRACT:

The Price Agreement Contract for various equipment and amenities for parks and playgrounds will be three (3) years, with two (2) one (1) year renewal options.

Renewal options are at the discretion of the County based on the successful bidder(s) performance and adherence to the terms, conditions, and requirements in maintaining firm percentages(s) for the following year(s), within 30 days of contract expiration. All percentages will remain firm for the following years, within 30 days of contract expiration.

STATE CONTRACTS:

The County is entitled to purchase from contracts established by the State of Florida. Should the State establish a contract for items on this bid, the County reserves the right to cancel this contract in whole or in part and purchase those item(s) from the State Contract, if in its best interest.

METHOD OF ORDERING:

The County may generate a Request for Quotation (RFQ), on an "as needed" basis, for park and playground equipment, ball field lighting and additional services for individual projects, together with a request for additional services required to complete that project (see attached RFQ sample sheet). The County reserves the right to send such RFQ to any or all awarded bidders. The RFQ can define the project exactly or the RFQ can describe a desired end result, allowing the bidder to design the park or playground site.

After generating a RFQ for a project, and before bidder's submission of its quotation in response to the RFQ, the County may require requested bidder (s) to attend a site visit with County personnel to familiarize

the bidder (s) with the site and determine additional services that may be required to complete the project. Bidders will be responsible for the accuracy of all fixed measurements.

The bidder's quotation in response to the RFQ must contain each of the following:

- A detailed breakdown of the cost for the entire project. Descriptions of additional services required, together with their price, shall also be listed.
- Names of any and all subcontractors on the project, together with their designated work and costs. It is understood the bidder remains responsible for project completion and acceptance by the County. The County reserves the right to reject any quotation in response to an RFQ if said quotation names a subcontractor who has, in the sole opinion of the County, previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under this award.
- A date certain by which the project must be completed.
- Include an updated catalog, if needed and updated MSRP lists for the park and play equipment specifically quoted.

The County will generate purchase orders as a result of approved "Request for Quotations" submitted, at the sole discretion of the County. The County reserves the right to not award to any, or to go outside the contract at lower prices.

PROMOTIONAL PRICING:

During the contract period, bidders will extend any pricing offered on a "promotional" basis from the manufacturer to the county. It will be the bidder's responsibility to monitor said items and report any that are or will be offered at lower prices.

SUPERVISION:

A bidder's job supervisor/representative will be on the work site at all times and be thoroughly knowledgeable of the materials, job requirements, plans, specifications and installation functions.

JOB COMPLETION:

Bidder/contractor/installer will be responsible for all materials received and signed for from date of order to completion of job installation.

Bidder/installer will be responsible for clean up and removal of all debris resulting in job completion, leaving work site in neat and orderly fashion at the end of each workday. Additionally, bidder/installer will be responsible for restoring the work site to its original condition at the completion of the project.

RESPONSIBILITY FOR DAMAGES AND PRESERVATION OF PROPERTY:

The bidder shall use due care to avoid damaging all property associated with, adjacent to, or in any way affected by the work being performed. This applies to private property and all utilities which may exist within the work area. Any damage occurring to such items by bidder shall be immediately repaired or replaced to a condition at least equal to that which existed prior to the damage. All costs incurred for repair or replacement shall be borne by the successful bidder. Any damages not repaired or replaced by the bidder within ten (10) calendar days from notification will be fixed by the County or its contractor and the cost shall be paid by the bidder or deducted from their invoice.

VIOLATIONS/DEFAULT:

In the event the awarded bidder(s) should violate any provisions of this bid, such bidder will be given written notice stating the deficiencies and given ten (10) days to correct deficiencies found. The County reserves the right to terminate any contract at any time due to any violation.

In the event the awarded bidder(s) should breach this contract, the County reserves the right to seek all remedies in law and/or in equity. Failure of an awarded bidder to adhere to completion dates defined by bidder and County may result in no further awards being made to such bidder under this Price Agreement Contract.

GENERAL CONDITIONS:

Signature on bid form verifies that the bidder is acquainted with the general conditions contained herein and will comply with all specifications, terms and conditions contained in this bid invitation.

INSURANCE/WORKER'S COMPENSATION:

The contractor shall take out and maintain during the life of this agreement, worker's compensation insurance for all of his employees connected with the work of this project and in case any work is sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance for all of the latter's employees unless such employees are covered by the protection afforded by the contractor. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the worker's compensation statute, the contractor shall provide, and cause each sub-contractor to provide, adequate insurance, satisfactory to the purchaser, for the protection of his employees not otherwise protected. The awarded vendor must submit a copy of an insurance certificate naming the County as an additional insured with the following verbiage placed on the certificate no later than ten (10) days after the award has been made. "Clay County, a political subdivision of the State of Florida; The Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interest may appear." Additional insurance requirements as listed on pages 24-25 apply.

COOPERATIVE PURCHASES:

This is a cooperative purchase contract. State law allows any government agency and any accredited school in the state to buy off this contract without going to bid, as long as it does not conflict with any of their local regulations.

Bid Form
Price Agreement Contract For
Park and Playground Equipment
Bid No. 08/09-3

Bidder: _____

Address: _____

City, State and Zip: _____

Phone: _____ Email: _____

Contact Name(s): _____

Signature of Bidder

MANUFACTURER CATALOGS:

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

SUB-CONTRACTOR EQUIPMENT INSTALLERS:

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Note: Attach vendor/manufacture WRITTEN CERTIFICATION (s) naming bidder, and/or each of its sub-contractor installer(s), as an authorized installer certified to install park and playground equipment as required by each manufacturer. Failure to comply with this provision may result in rejection of bid.

WARRANTY INFORMATION FORM

MAKE AND MODEL OF EQUIPMENT PROPOSED: _____

Is there a warranty on the equipment proposed? _____ Yes _____ No

Does the warranty apply to ALL components or only part? (State Explicitly)

Parts Warranty Period: _____ Service Warranty Period: _____

Nearest source for parts and/or service center (s):

Name, address and phone number of the authorized service center (s):

- 1) _____
2) _____
3) _____

Name, address and phone number of the authority issuing this warranty: (Manufacturer, Distributor, etc.)

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH: _____ Yes _____ No

Name of Bidder: _____

Signature _____

Title _____ Phone Number _____

Warranty period must meet or exceed the warranty conditions as stated in the specifications on the bid

Various Equipment and Amenities for Parks and Playgrounds
Clay County Division of Parks, Recreation and Special Events
Contract # _____

Request for Quotation

Description of Project: _____

A site plan (not to scale), along with drawing of proposed amenities, is attached. A mandatory site visit is scheduled for _____ at _____.

Price Quotation:

Manufacturer	Item and Page Number	Quantity	MSRP Unit Price	Contract Discount	Extended Price

Additional Services Required:

Description	Quantity	Unit Price	Extended Price

Total: \$ _____

List any Subcontractors:

1. Name _____
2. Address _____
3. Telephone Number _____
4. Contact Name _____
5. Designated Work _____
6. Subcontractor Cost _____

CHAPTER 8: PROCEDURES FOR PUBLIC BID OPENINGS

(A) **Purpose:** The purpose of this chapter is to specify procedures for the submittal, receipt, opening and recording of all formal bids required by all of the various laws, ordinances, and other procedures and manuals governing the solicitation and awarding of public bids in Clay County, Florida, including but not limited to:

- a. Section 336.44, Florida Statutes (2001).
- b. Applicable Provisions of Clay County Code.
- c. Florida Department of Transportation Standard Specifications, most recent edition.

(B) **Time of Opening:** All bids shall be submitted to the Purchasing division, 4th Floor, Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida, which shall record receipt thereof by date and time on the bid envelope. Upon receipt, the Purchasing division will maintain custody and control of all bid submittals until after they have been opened. The deadline for a particular bid submittal shall be 4:00 P.M., of the Monday immediately preceding the Tuesday upon which the bid is to be opened. No bid shall be opened unless and until proof by publisher's affidavit of publication of the bid solicitation is received and filed by the Purchasing division. Bidders and the public are welcomed to attend the opening and all subsequent committee and commission meetings related to the bids.

(C) **Form of Bid Submittal:** All bids shall be submitted in triplicate, (and if applicable only on the forms provided by the County or its staff). Each bid and its accompanying materials shall be submitted in a single, sealed and opaque envelope. The following items shall be prominently marked on the cover of the envelope by the party making the submittal prior thereto:

- a. The number assigned to the particular bid solicitation.
- b. The title of the bid exactly as it appeared in the published solicitation.
- c. The date of the bid opening.

(D) **Bid Receipt Procedure:** The County Manager shall, in cooperation with his or her Department heads and the Purchasing division, assign a specific and discrete number and title to each bid solicitation, which shall be contained in the Request for Bids, the newspaper publication, specifications and the Bid Form thereof. Three copies of each request for bid shall be submitted to the Purchasing division for distribution as provided in Section F hereof, and the "Request for Bids" (see Example 2 attached) shall be signed prior to publication.

(E) **Place of Opening:** All bids properly submitted shall be opened in a public location so designated in the bid solicitation.

(F) **Distribution of Copies:** Upon the opening of a bid, one copy shall be distributed to the head of the originating department. Purchasing shall submit to the Finance committee of the Board a tabulated list of all bidders and their bids, including bid number, name, staff assigned, a recommendation to include but not be limited to the lowest responsive and responsible bid, or in a proper circumstance the best bid, budget information and alternatives. All staff assigned to evaluate bid and RFP responses shall do so observing all requirements of the Sunshine Law and in meetings noticed at least 72 hours in advance thereof. The Purchasing division shall serve as the permanent record holder for the County Manager.

(G) **Committee Review, Report and Recommendations:** Bids shall be reviewed by the Board's Finance committee following the bid opening. The Committee should, in the absence of unusual circumstances, report its recommendation to the Board at the Board's next regularly scheduled meeting, which shall include a tabulated list of all bidders and their bids. In all events, the County Manager shall cause to be spread upon the minutes of the regular meeting of the Board next following the opening of a particular bid, a list of all bidders and their bids. Upon being awarded a bid, and if a contract is entered into with the successful bidder then the County's Standard Addendum and IRS Form W-9, Request for Taxpayer Identification and Certification must be completed.

(H) **Ineligible Bid:** Any bid that does not meet the foregoing requirements for form, time of submittal, number of copies or the specifications advertised will be rejected and the reasons stated therefor; provided that the Purchasing division shall reject and return unopened all bids which do not meet the foregoing requirements for time of submittal, or envelope markings. Bids

that do not meet requirements for form will be rejected and declared "No Bid". The Board reserves the power to reject all bids and in its discretion to re-advertise the solicitation.

(I) **Bid Withdrawal Period:** Any bid submitted requires a five (5) percent bond unless waived by the Board prior to solicitation, which cannot be withdrawn for a period of 30 days subsequent to the date of the bid opening, notice of which shall be incorporated in all requests for bids. As used herein, the term bond shall include cashier or certified checks payable to the County. All such checks shall be held by the Finance department for safekeeping immediately upon acceptance of the bid (but not deposited). The Finance department is hereby authorized to return each bond to the submitting party, as soon as practicable, upon written request to the Finance department, but only after a bid and contract have been awarded and executed between the County and the successful bidder for a particular project, or in the event that all bids have been rejected by the Board, or in the event the time provided that the bid shall remain in effect shall have expired and the bid submitter requests its return in writing.

(1) Vendors bidding on SHIP rehabilitation projects are exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(2) Vendors bidding on commodities price contracts, or any other type of contract that does not commit the Board to an actual exchange transaction (purchase) but rather seeks only a fixed unit price commitment from a vendor in the event a future purchase decision is made, shall be exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(J) **Bid Addenda:** All addenda distributed subsequent to the initial distribution of specifications shall be sent by certified mail/return receipt requested, said return receipt to be returned to the Purchasing division identified by bid number. Prior to mailing, a copy of each addendum shall be received by the Purchasing division, provided that no addendum shall be mailed later than five (5) working days prior to the scheduled bid opening date.

(K) **Bid Tabulation Form:** The bid Tabulation Form used at bid openings shall include a place thereon for three witnesses to sign. This procedure will eliminate the need for signing each individual bid at the time of opening, thus requiring the three witnesses to sign only once for each bid number submitted.

(L) **Authority to Delay Bid Openings:** The County Manager is hereby authorized, without seeking prior approval of the Board in any particular case, to order a delay of any bid opening from its scheduled date and time to a time certain on the agenda of the next regularly scheduled meeting of the Board, or such special meeting called for such purpose. The delay may be ordered at any time prior to the time of the scheduled opening, provided that such order be in writing, addressed and delivered to the Purchasing division with a copy delivered to the County Manager, and that copies thereof be mailed by certified mail, return receipt requested to all responding bidders as soon thereafter as is reasonably practicable. Upon receipt of the order, the Purchasing division shall immediately record the date and time thereof. The Purchasing division shall continue to accept sealed bids up until the applicable deadline. At the date and time originally scheduled for the bid opening, the Purchasing division shall announce the delay order to all in attendance and shall continue to maintain in its custody all properly submitted sealed bids until further order of the Board. At the time certain scheduled before the Board, the County Manager shall present his reason or reasons for the delay order and his recommendation for disposition of bids submitted. The Board may order the bids to be opened then and there, or at some other time and date certain; it may cancel the bid and order the return of all bids unopened; it may order a further delay of the bid opening; or it may make any other order appropriate to the circumstances. If the bids are ultimately opened, they shall be reviewed as provided elsewhere herein. If a delay occurs as provided herein, then the 30 day withdrawal period as provided in 8(I) shall commence upon the date of the actual bid opening, provided such date is not more than 60 days subsequent to the originally scheduled date. No delay shall be ordered beyond such 60 day period, unless the parties submitting timely bids consent to such delay in writing. In no event is the County Manager authorized to extend the deadline for bid submittals for any particular project, only the bid opening date.

(M) **Contractor's Insurance Requirement:**

1. Any Contractor submitting a bid for any public works project must include, within its initial bid response, proof of the following insurance, in effect continuously from the date of submittal through the 60 days subsequent to the scheduled bid opening date:

a. Commercial General Liability

1.	General Aggregate	\$1,000,000
2.	Products and Completed Operations Aggregate	\$1,000,000
3.	Personal and Advertising Injury	\$1,000,000
4.	Each Occurrence	\$1,000,000
5.	Fire Damage (any one fire)	\$ 50,000
6.	Medical Expense (any one person)	\$ 5,000

b. Automobile Liability

1.	Any automobile-Combined bodily injury/property damage, with minimum limits for all additional coverages as required by Florida law	\$1,000,000
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c. Workers Compensation/Employers Liability

1.	Workers Compensation	statutory limits
2.	Employers Liability	
a.	Each Accident	\$ 100,000
b.	Disease-Policy	\$ 500,000
c.	Disease-Each Employee	\$ 100,000

d. Professional Liability

1.	When required by contract-per occurrence	\$1,000,000
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2. Upon being awarded the bid, the contractor must provide proof that such insurance will be in effect from the date of commencement of the project. The contractor will maintain insurance coverage at the above-prescribed levels through the date of completion of the project and that coverage will include all independent contractors and subcontractors. Either prior to or

simultaneously with the execution of the contract, the successful bidder must deliver certificates of insurance for the required insurance coverages to the County naming "Clay County, a political subdivision of the State of Florida; The Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear" as "Additional Insureds." Said certificates of insurance shall also include a thirty day prior written notice of cancellation, modification or non-renewal to be provided to the County.

3. The Board reserves the right to waive, raise or lower the minimum coverages required for particular projects prior to bid solicitation by affirmative action. The Board will not waive any defects in a bid submittal pertaining to matters under this subsection.

(N) Bid Awards and Protests:

1. Both the **INSTRUCTIONS** and the **PUBLISHED NOTICE** for every sealed bid solicitation shall include conspicuously the following statements:

FOLLOWING THE BID OPENING AND TABULATION, A "NOTICE OF INTENT TO AWARD BID" OR A "NOTICE OF REJECTION OF ALL BIDS" WILL BE POSTED ON THE INTERNET AT: [insert bid notice web address¹]. THIS WEBPAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY'S WEBSITE AT: [insert County's homepage address²] BY [insert suitable directions³]. NO OTHER NOTICE WILL BE POSTED.

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND OR OTHER SECURITY

¹ As of the date on which this Purchasing Policy was adopted, the bid notice web address was: http://www.claycountygov.com/Departments/Finance/decision_bids.htm.

² As of the date on which this Purchasing Policy was adopted, the County's homepage address was: <http://www.claycountygov.com/>.

³ As of the date on which this Purchasing Policy was adopted, suitable directions would be: "FOLLOWING THE "Notice of Intent Bids" LINK UNDER THE "Business" ROLLOVER BUTTON".

APPROVED UNDER THE COUNTY'S PURCHASING POLICY, IF REQUIRED FOR THIS SOLICITATION, OR THE FAILURE TO FILE A WRITTEN NOTICE OF PROTEST AND TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8.N. OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY'S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY'S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

IF A PROSPECTIVE BIDDER IS IN DOUBT WHETHER THIS SOLICITATION REQUIRES A BID BOND, SUCH PROSPECTIVE BIDDER IS SOLELY RESPONSIBLE FOR MAKING APPROPRIATE INQUIRY.

2. Unless otherwise expressly directed by the Board in its decision on a bid award, immediately following such decision the County Manager shall cause a "Notice of Intent to Award Bid" or a "Notice of Rejection of All Bids" to be posted on the County's website, with the time and date of posting appearing thereon. Notice shall not be posted elsewhere. The notice shall be posted in portable document format or other secure format.

3. The failure on the part of a prospective bidder to include within the sealed bid envelope a proper bid bond or other security approved under this policy, if required for the particular bid solicitation, or the failure by a prospective bidder to file a written notice of protest and to file a written petition initiating a formal protest proceeding within the times and in the manner prescribed in this section shall constitute a waiver of the prospective bidder's right to protest the bid solicitation, any addendum thereto, the Board's bid decision, as applicable, and to initiate a formal protest proceeding hereunder.

4. A prospective bidder is solely responsible for determining whether a particular bid solicitation requires a bid bond, and for resolving any doubt by making appropriate inquiry.
5. The County Manager shall cause a copy of this policy to be posted on the County's website in portable document format or other secure format. The County Manager shall cause to be established conspicuous and easy-to-follow links to the policy from the homepage.
6. Any person who is adversely affected by a bid solicitation, by any addendum thereto, or by a bid decision may file with the County Manager a written notice of protest no later than 4:30 p.m. on the third business day immediately following the date notice is published, with respect to a bid solicitation; no later than 4:30 p.m. on the third business day immediately following the date of issuance, with respect to a bid addendum; and within 72 hours after the posting of the notice, exclusive of hours occurring during days that are other than business days, with respect to a bid decision.
7. A formal protest proceeding shall be deemed commenced upon the timely filing of a written petition initiating the same. A written petition initiating a formal protest proceeding must be filed with the County Manager no later than 4:30 p.m. on the tenth calendar day immediately following the date on which the written notice of protest was filed; provided, if the tenth calendar day is not a business day, then the petition must be filed no later than 4:30 p.m. on the first business day immediately following said tenth calendar day. The petition must set forth with particularity the facts and law upon which the protest is based. The petition must conform substantially with the requirements for petitions set forth in Rule 28-106.201, Florida Administrative Code. References in this section to a petition shall mean a written petition initiating a formal protest proceeding filed in accordance with this subsection.
8. Any protest of a bid solicitation or bid addendum shall pertain exclusively to the terms, conditions, and specifications contained in a bid solicitation or bid addendum, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract.

9. Upon receipt of a formal written notice of protest that has been timely filed, the County Manager shall suspend the bid solicitation or bid award process until the subject of the protest is resolved by final action as specified in this section, unless the County Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. Such suspension shall be lifted immediately in the event the protesting party shall have failed to timely file a petition.

10. Intervenors shall be permitted to participate in the formal protest proceeding in accordance with the procedures governing intervenor practice set forth in Rule Chapter 28-106, Florida Administrative Code, and shall be subject to all limitations provided therein applicable to intervenors.

11. In his or her discretion, the County Manager may provide an opportunity to resolve the protest by mutual agreement between the County Manager and the protesting party within 7 calendar days after receipt of a timely petition. Such agreement must be reduced to writing, signed by the County Manager and the protesting party or such party's authorized agent, and submitted to the Board at the earliest opportunity. The agreement shall not be deemed effective unless ratified by the Board. If the Board shall fail to ratify the agreement, then the protest shall proceed to resolution as hereinafter provided.

12. Within 10 business days following the timely filing of a petition, or, if the Board shall have considered but failed to ratify an agreement submitted to it under subsection 11, then within 10 business days thereafter, a hearing shall be conducted pursuant to subsection 13 before a hearing officer, who shall be the County Manager or his or her designee. The County Manager may designate any department head as the hearing officer; provided, a department head who is substantially involved in or connected with the bid solicitation or bid award process shall be deemed disqualified from serving as the hearing officer, unless such involvement or connection is purely ministerial in nature.

13. All hearings shall be conducted pursuant to written notice to the protesting party, the County Attorney's Office and all intervenors by the hearing officer specifying the time, date and place of the hearing. Particular rules and procedures governing each such hearing are as follows:

- a. The audio thereof shall be recorded electronically.
- b. Prior to the hearing only, motion practice may be permitted by the hearing officer in his or her discretion in accordance with the rules governing the same set forth in Rule Chapter 28-106, Florida Administrative Code. All motions shall be ruled upon prior to or at the start of the hearing, except that rulings on motions in limine may be deferred to an appropriate time during or after the hearing.
- c. Prior to the hearing, the protesting party, the County and all intervenors must confer and endeavor to stipulate to as many relevant and undisputed facts upon which the decision is to be based as may be practicable. Such stipulation must also identify those issues of material fact, if any, that remain in dispute. The stipulation must be reduced to a writing signed by or on behalf of the protesting party, the County and all intervenors, and be submitted to the hearing officer at least two business days prior to the hearing. The stipulation may include an appendix comprising documents that shall be deemed admitted and considered as evidence for purposes of the hearing, or referring to tangible items deemed admitted and considered as evidence for purposes of the hearing, which items shall either be presented at the hearing or, if such presentation is impractical, submitted to the hearing officer by graphic, descriptive, representational, photographic, videotape or similar medium properly depicting or characterizing the items.
- d. The protesting party and all intervenors shall have the right to appear before the hearing officer at the hearing in proper person or through counsel and, as to those issues of material fact, if any, that remain in dispute, as identified in the stipulation, to present relevant testimonial, documentary and tangible evidence, and to be heard on the substantive issues bearing on the protest. The County shall be deemed a party to the proceeding, and the County Attorney or any assistant county attorney may participate in the protest proceeding, appear before the hearing officer, present evidence and be heard on behalf of the County.

- e. All witnesses shall be placed under oath by the hearing officer prior to testifying, and shall be subject to cross-examination by any hearing participant.
- f. Hearsay evidence shall be admissible unless the hearing officer shall determine the same to be redundant, unreliable or prejudicial.
- g. At the hearing any hearing participant may offer appropriate argument and summation, and submit a written brief and a proposed order, but only after the conclusion of the evidentiary portion of the hearing, if any.
- h. Immediately following the hearing, the County Manager shall cause a written transcript of all testimonial evidence introduced at the hearing to be prepared expeditiously based upon the audio recording, and shall provide copies of the same to all of the hearing participants.
- i. Within 7 business days following the hearing, the hearing officer shall submit a recommended order to the County Manager and serve copies on all hearing participants; provided, if the County Manager is the hearing officer, then within 7 business days following the hearing, the County Manager shall issue a recommended order and serve copies on all hearing participants. The recommended order shall contain findings of fact and, based upon such facts, a disposition of the protest; provided, no finding of fact may be predicated solely upon the basis of hearsay.
- j. The recommended order shall thereafter be submitted to the Board along with the transcript of the hearing testimony and the entire written and tangible record of the protest proceedings at the earliest opportunity to be considered at a time certain, with notice thereof served upon the hearing participants. Each of the hearing participants shall be allowed 3 minutes to address the Board regarding the recommended order, unless the Chairman in his or her discretion shall allow additional time. If a hearing participant intends to challenge any finding of fact in a recommended order that was based upon testimonial evidence, such participant shall be allowed 2 additional minutes for such purpose, and may direct the attention of the Board members to any portion of the transcript relevant to the challenge. The other hearing participants shall each have the right to offer

argument in rebuttal to the challenge, and to direct the attention of the Board members to any portion of the transcript relevant to the rebuttal. No testimony or other evidence beyond the record and the transcript shall be presented to the Board. Thereafter the Board shall render its decision on the protest. In so doing the Board shall be bound by the findings of fact in the recommended order that are based upon testimonial evidence, except those for which it upholds a challenge. A challenge shall be upheld only if the finding of fact is not supported by competent, substantial evidence in the record or in the transcript. Otherwise, the Board shall not be bound by any of the provisions of the recommended order. The decision of the Board shall be reduced to a written order signed by the Chairman, and shall constitute final action of the County on the protest.

k. The date, type and substance of all ex parte communications between any Board member and a hearing participant, including counsel therefor or any agent thereof, and between any Board member and third party, must be publicly disclosed by the Board member prior to the rendering of the Board's decision. All such communications that are written or received electronically must be filed for the record, and copies thereof provided to each Board member and hearing participant.

14. All proceedings before the hearing officer shall be informal, and customary rules of evidence shall be relaxed. In all respects both the hearing officer and the Board shall observe the requirements of procedural and substantive due process that are the minimum necessary for accomplishing a fair, just and expeditious resolution of the protest.

15. Ex parte communications between a hearing participant and the hearing officer are forbidden. The hearing officer may take such steps as he or she may deem just and appropriate to prevent or sanction attempted ex parte communications, including promptly disclosing the attempted communication, or requiring the offending hearing participant to disclose promptly the attempted communication, to the other hearing participants. Where necessary, the hearing officer may recuse himself or herself, and the subsequently designated hearing officer may order the offending participant to pay for all or any portion of the costs incurred by the County and any other hearing participant strictly as a consequence of the ex parte communication or attempted ex parte communication, else be excluded from

further participation. Neither the County Attorney nor any assistant county attorney shall be subject to this subsection or prohibited from engaging in ex parte communications with the hearing officer.

16. The purpose of this policy is to promote fairness and public confidence in the competitive bidding process. To further such end, and except as otherwise specifically provided herein, the substantive law governing the resolution of bid protests found in the decisions of the Florida appellate courts, as well as any statutes or agency rules that may be applicable to the particular bid solicitation, shall guide the hearing officer and the Board in rendering a decision on a bid protest under this section. The significant principles of law governing the bid protest and the resolution thereof, which shall prevail to the extent not otherwise in conflict with any governing statutes or agency rules, are as follows:

- a. The burden is on the party protesting the award of the bid to establish a ground for invalidating the award.
- b. The standard of proof for the protest proceeding shall be whether the proposed award was clearly erroneous, contrary to competition, arbitrary, or capricious.
- c. The proposed award shall be deemed arbitrary or capricious if it is contrary in a material way to any governing statutes, the County's rules or policies, or the bid or proposal instructions or specifications.
- d. The scope of the inquiry is limited initially to whether the proposed award is improper under the foregoing standard of proof. If and only if the hearing officer first determines on the basis of competent and substantial evidence that the proposed award is improper, then the hearing officer may recommend, in accordance with the law and this policy, an alternate disposition for the proposed award. Such disposition may include, but shall not be limited to, rejecting all bids, or awarding all or a portion of the bid to the protesting party.
- e. A bid protest proceeding may not serve as a vehicle for the Board to revisit the proposed award absent a determination of impropriety as set forth above.

17. By written agreement amongst the protesting party, the County, and all then-existing intervenors, any provision of this section pertaining to the procedures for resolving a protest for which a petition has been timely filed may be modified or waived so long as such modification or waiver shall not hinder or thwart the proper and expeditious resolution of the protest, or otherwise operate to undermine the salutary purposes of competitive, public bidding.

18. Only to the extent necessary to avoid a miscarriage of justice or to prevent a manifest violation of a hearing participant's procedural or substantive due process rights, a hearing officer may modify or suspend the applicability of any of the provisions or requirements of this section in the course of conducting a protest proceeding hereunder; provided, a hearing officer may not modify or suspend any of the provisions or requirements of subsections 3, 4, 6, 7, 8, 16, 20, 21 and 22 hereof.

19. Except and to the extent specifically provided in this section, and except and to the extent otherwise specified provided by written agreement amongst the protesting party, the County, and all then-existing intervenors, no provisions of Rule Chapter 28-106, Florida Administrative Code, shall be deemed applicable to the resolution of protests under this section.

20. For purposes of this section, the filing with the County Manager of a written notice of protest or of a written petition initiating a formal protest proceeding shall be deemed accomplished only when the original written notice or original written petition has been physically received by the County Manager or his or her designee. A notice or petition shall be deemed original only if it bears the original signature of the protesting party or such party's authorized agent. No notice or petition may be filed by facsimile transmission or by e-mail, and any notice or petition received in such manner shall be deemed unfiled and ineffective. The use of an overnight delivery service or of the United States Postal Service to file a notice or petition shall be entirely at the risk of the person submitting the same, and any such notice or petition so received after the applicable deadline shall be deemed untimely.

21. For purposes of this section, a business day shall mean any 24-hour day that is not a Saturday, a Sunday, or a holiday observed by the County.

22. For purposes of this section, counsel shall mean an attorney who is a member of the Florida Bar in good standing.

23. For purposes of this section, all notices of protest and petitions initiating formal protest proceedings, and all stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to a hearing officer shall be on white, opaque paper 8 ½ by 11 inches in size. The pages of all such documents shall have margins on all sides of not less than 1 inch; shall be in Times New Roman or Courier New font no smaller than 12 in size, including footnotes and endnotes; shall have standard double-spacing between lines, excluding quotations, footnotes and endnotes; and shall be numbered at the bottom. All quotations shall be indented. Briefs shall not exceed 15 pages in length, and may not include any appendices. A digital copy of all written stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to the hearing officer must be simultaneously provided to the hearing officer in Word format, version 2000 or later, on compact disc or 3 ½" diskette.

24. For purposes of this section, a hearing participant shall mean and include the protesting party, the County and any intervenor.

25. This section shall be construed and implemented so as to secure the just, speedy, and inexpensive resolution of bid protests.









“NO BID” Statement

RFP # 08/09-3 Various Equipment and Amenities for Parks and Playgrounds, Clay County, Florida

If your company does not intend to bid on this procurement, please complete and return this form prior to the date shown for receipt of bids to:

Clay County Purchasing Division,
Attn: Donna Fish,
P.O. Box 1366
Green Cove Springs, FL 32043

We, the undersigned, decline to bid on the above referenced invitation to bid for the following reasons:

-  Specifications are too restrictive (please explain below or attach separately)
-  Unable to meet specifications
-  Specifications were unclear (please explain below or attach separately)
-  Insufficient time to respond
-  We do not offer this product or service
-  Our schedule would not permit us to perform at this time
-  Unable to meet bond requirements
-  Other (please explain below or attach separately)

Remarks: _____

Company Name: _____

Telephone: _____

Signature: _____

Fax #: _____

Print Name: _____

Title: _____

Address: _____

City: _____

Zip: _____

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			+			+		
or								
Employer identification number								
			+					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



TOWN OF SURFSIDE

TOWN COMMISSION COMMUNICATION MEMORANDUM

From: Vice Mayor Michael Karukin

Agenda Item # 5B

Agenda Date: October 8, 2013

Subject: Resolution Establishing Surfside Charter Review Board

Background: On January 15, 2013, the Town Commission adopted Resolution No. 2013-2126 which certified and declared the results of the election held on November 6, 2012 wherein the following three Charter Amendments were adopted by the voters:

- 1) Amending the Town Charter to add a Preamble and Citizen's Bill of Rights;
- 2) Mandatory Charter Review commencing within the first (12) months after adoption of this provision and thereafter every tenth (10th) year commencing in December 2022;
- 3) Amending Section 4, General Powers; Restriction on Development.

Recommendation: The attached Resolution establishes the Charter Review Board, provides for Rules and Procedures and complies with the timeframe required per Resolution No. 2013-2126 which certified and declared the results of the election held on November 6, 2012.

RESOLUTION NO. _____

**A RESOLUTION OF THE TOWN COMMISSION OF THE
TOWN OF SURFSIDE, FLORIDA, ESTABLISHING THE
TOWN OF SURFSIDE CHARTER REVIEW BOARD;
PROVIDING FOR RULES AND PROCEDURES;
PROVIDING FOR AUTHORIZATION AND PROVIDING
FOR AN EFFECTIVE DATE.**

WHEREAS, on January 15, 2013, the Town Commission adopted Resolution No. 2013-2126 which certified and declared the results of the election held on November 6, 2012; and

WHEREAS, per the ballot language, the Town must commence Charter Review within the first (12) months after adoption of the Resolution; and

WHEREAS, pursuant to Article II, Section 31 of the Charter, The Town Commission may appoint boards to be composed of citizens who are registered qualified electors of Miami-Dade County, Florida, whose legal residence is in the Town of Surfside; and

WHEREAS, the Commission finds that it is appropriate to establish a Charter Review Board to study and review the existing Town Charter and to provide recommendations for amendments to the Town Charter; and

WHEREAS, the Commission finds that establishing the Charter Review Board is in the best interest of the Town.

NOW, THEREFORE, THE COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA HEREBY RESOLVES AS FOLLOWS:

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

Section 2. **Establishment of Charter Review Board.** The Town Commission hereby establishes the Charter Review Board as a Standing Board to study and review the existing Town Charter and to provide recommendations for amendments to the Town Charter.

Section 3. **Committee Rules and Procedures.** Members of the Charter Review Board shall be appointed in accordance with and shall follow the Rules and Procedures for

Committees Created and Adopted by the Town Commission and shall be subject to the Florida's Government-in-the-Sunshine and Public Records Laws.

Section 4. Authorization and Implementation. That the Town Clerk and Town Manager are hereby authorized and directed to take any and all such actions as are required to implement the terms of this Resolution.

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

PASSED and ADOPTED this 8th day of October, 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, Town Attorney

RESOLUTION 13-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPOINTING LINDA MILLER AS TOWN ATTORNEY; APPROVING THE EMPLOYMENT AGREEMENT BETWEEN LINDA MILLER AND THE TOWN OF SURFSIDE ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 28 of the Charter of the Town of Surfside (the "Town") provides that there be a Town Attorney who shall act as the legal advisor to and attorney and counselor for the Town and all of its officers in matters relating to their official duties;

WHEREAS, the Town Commission appointed Linda Miller as Interim Town Attorney on or about January 15, 2013; and

WHEREAS, the Town Commission desires to appoint Linda Miller as Town Attorney effective July 16, 2013 in accordance with the Employment Agreement attached hereto as Exhibit "A" and Linda Miller agrees to the terms and conditions of employment articulated in Exhibit "A;" and

WHEREAS, during her term as Town Attorney, the terms and conditions of employment of Linda Miller will be in accordance with the Employment Agreement attached hereto as Exhibit "A."

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. Town Attorney Appointment. The Town Commission hereby appoints Linda Miller as the Town Attorney effective July 16, 2013.

Section 3. Approval of Employment Agreement. The Employment Agreement between Linda Miller and the Town attached hereto as Exhibit "A" is hereby approved and shall be effective on the date this resolution is adopted by the Town Commission.

Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this _____ day of October, 2013.

Motion by Commissioner _____, second by Commissioner _____

FINAL VOTE ON ADOPTION

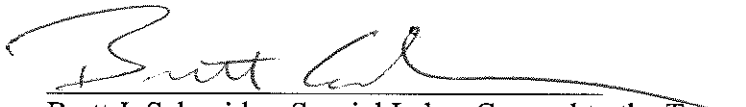
Commissioner Joseph Graubart	_____
Commissioner Michelle Kligman	_____
Commissioner Marta Olchyk	_____
Vice Mayor Michael Karukin	_____
Mayor Daniel Dietch	_____

Daniel Dietch, Mayor

Attest:

Sandra Novoa, Town Clerk

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


Brett J. Schneider, Special Labor Counsel to the Town

EMPLOYMENT AGREEMENT
TOWN ATTORNEY

This Employment Agreement ("Agreement") is made and entered into _____ day of October, 2013, between the Town of Surfside, a Florida municipal corporation, (the "Town") and Linda Miller ("Town Attorney").

RECITALS

WHEREAS, Section 28 of the Town Charter (the "Charter") requires that there be a Town Attorney who shall act as the legal adviser to, and attorney and counselor for, the Town and all of its officers in matters relating to their official duties;

-WHEREAS, Town Attorney represents that she has the expertise and skills to serve as the Town Attorney;

WHEREAS, the Town desires to employ the services of Miller as Town Attorney and Miller wishes to accept this employment; and

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

Section 1. Recitals.

The above and foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. Duties.

2.1 The Town Attorney shall perform all duties and responsibilities required by this Agreement and prescribed in the Charter and applicable sections of the Town Code and such

other legally permissible and proper duties and functions as assigned by the Town Commission from time to time.

2.2 The Town Attorney shall perform the duties of her position in a professional and respectable fashion and with full decorum required of Town Attorneys generally and as required by the Rules Regulating the Florida Bar and the Guidelines for Professional Conduct.

2.3 The Town Attorney shall attend all Commission meetings, Charter Review Board, standing and ad hoc committee meetings, and other meetings, unless she has schedule conflicts that preclude her attendance, in which case the Town Attorney shall ensure that the Assistant Town Attorney or other legal counsel will attend such meeting(s) in her absence.

Section 3. Salary.

3.1 The Town Attorney shall receive an initial annual salary in the amount of \$140,000.00 payable, retroactive to July 16, 2013, in equal installments in accordance with the Town's existing pay periods. Within thirty (30) days of the effective date of this Agreement, Town Attorney will receive a check constituting retro pay for the period between July 16, 2013 and the date on which she begins to receive her salary pursuant to this paragraph.

3.2 For purposes of this Agreement, the Town Attorney's anniversary date shall be July 16 of each year.

Section 4. Performance Evaluations.

4.1 The Town agrees to conduct formal annual performance evaluations of the Town Attorney on or before the anniversary date of each year in a format acceptable to a majority of the Town Commission. It is understood and agreed that if the Town Attorney receives a

positive evaluation from the Commission, the Town Attorney may receive a salary or benefit increase, but this is solely within the discretion of the Commission, approved at a public meeting.

4.2 The evaluation specified in Sections 4.1 shall be based upon the Town Attorney's performance of the duties specified in Section 2.

Section 5. Holidays.

The Town Attorney shall be entitled to all holidays recognized by the Town.

Section 6. Annual (Vacation) Leave.

6.1 The Town Attorney shall accrue annual leave and shall submit leave slips for annual leave usage in accordance with Town policy for non-union civilian employees. The carryover and payout of accrued annual leave will be governed by Town policy for non-union civilian employees.

6.2 The Town Attorney shall not use more than five (5) consecutive business days of vacation leave without prior verbal or written approval of the Mayor. Prior to such leave, the Town Attorney shall notify the Commission of who the Acting Town Attorney will be during that leave and how the Town Attorney may be reached while on leave in case of an emergency.

Section 7. Sick Leave.

The Town Attorney shall accrue sick leave and shall submit leave slips for sick leave usage in accordance with Town policy for non-union civilian employees. The carryover and

payout of accrued sick leave will be governed by Town policy for non-union civilian employees.

Section 8. Retirement Plan.

The Town Attorney shall continue to participate in the Retirement Plan for Employees of the Town of Surfside (the "Plan") and shall be subject to all of the terms and condition of the Plan as set forth in Sections 2-171 through 2-193 of the Town Code.

Section 9. Health Insurance.

The Town shall provide the Town Attorney with health, dental, vision and disability insurance in the same manner as the Town provides to its non-union civilian employees.

Section 10. Life Insurance.

The Town shall provide the Town Attorney with term life insurance equal to her annual salary.

Section 11. Professional Dues and Expenses.

11.1 Subject to applicable Town policy and state law, the Town agrees to pay for the Town Attorney's annual Florida Bar registration fee and for such other reasonable expenses, dues, subscriptions, travel and seminar fees necessary for the Town Attorney to maintain her Florida Bar license in active status.

11.2 The Town, through its Controller, shall pay reasonable non-personal job-related expenses incurred by the Town Attorney as part of her duties. Such payments shall be made on a reimbursement basis, based upon the Town Attorney's actual receipts and expense

vouchers. A budget for such anticipated expenditures shall be approved in the Town's annual budget.

Section 12. Travel.

The Town Attorney is hereby approved to attend the Florida Municipal Attorneys Association annual seminar at the Town's expense, provided that her attendance at that seminar does not interfere with the performance of her duties as Town Attorney. In addition, the Town shall pay for the reasonable and customary travel expenses of the Town Attorney for meetings and seminars as directed or annually budgeted by the Town Commission.

Section 13. Days.

Unless otherwise specified, any reference to days in this Agreement shall mean calendar days.

Section 14. Bonds.

The Town shall pay for the cost of any bonds for the Town Attorney required by Florida Law or the Town Charter.

Section 15. Indemnification.

The Town shall indemnify the Town Attorney against any tort, professional liability claim, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring during the performance of the Town Attorney's duties. This provision shall not apply to acts or omissions of the Town Attorney committed while acting outside the course and scope of her employment, committed in bad faith or with malicious purpose, or

committed in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

Section 16. Term.

The commencement date of this Agreement shall be the date the Town Commission adopts Resolution No. _____. The Town Attorney shall serve at the pleasure of the Town Commission. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Town Commission to terminate the services of the Town Attorney at any time during a regular or special Town Commission meeting, subject to the provisions set forth in this Agreement.

Section 17. Termination.

17.1 The Town Attorney shall serve at the pleasure of the Town Commission. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Town Commission to terminate the services of the Town Attorney at any time during a regular or Special Town Commission meeting.

17.2 In the event the Town Commission wishes to terminate the Town Attorney without cause, the Town Attorney shall receive a lump sum severance pay equal to 20 weeks of her regular base salary at the time of termination. The Town shall also continue to pay the premium for the Town Attorney's health insurance for 20 weeks after the effective date of her termination. The Town shall not provide the Town Attorney with any other benefit or reimbursement (except that specifically set forth in this paragraph) beyond the date of her

termination. The severance payment shall be paid to the Town Attorney in a lump sum upon her termination or within thirty (30) days thereafter at the Town Commission's option.

17.3 Notwithstanding the provisions of Section 17.2, in the event Town Attorney is terminated for misconduct as defined in Section 443.036(30), Florida Statutes, the Town shall have no obligation to pay the Town Attorney any severance pay. Misconduct includes, but is not limited to: (i) breach of any material term or condition of this Agreement; (ii) conviction of a felony; (iii) gross insubordination; (iv) willful neglect of duty; or (v) adjudicated violation of the Florida Code of Ethics for Public Officers and Employees, the Miami-Dade Conflict of Interest and Code of Ethics, the Town Charter, or the Town's Conflict of Interest Ordinance.

17.4 Upon payment of the severance payment specified in Section 17.2, upon resignation or retirement as provided for in Section 17.5, or resignation as provided for in Section 17.6, the Town shall have no further contractual financial obligations to the Town Attorney. **The severance payment shall constitute stipulated and liquidated damages and the maximum amount of financial liability for which the Town may be liable in the event of termination or breach of contract.**

17.5 In the event that the Town Attorney voluntarily resigns or retires during the Term of this Agreement, the Town Attorney shall provide the Town with 60 days' advance written notice, unless the parties agree in writing to a different period of time. In the event of resignation by the Town Attorney under this Section, the Town Attorney shall not be entitled to receive the severance package specified in Section 17.2, but the Town shall pay the Town Attorney for her accrued unused vacation and sick leave (if applicable) calculated at the Town

Attorney's rate of pay in effect upon the date of resignation in accordance with Town policy for non-union civilian employees.

17.6 In the event that the Town Attorney voluntarily resigns with less than 60 days' advance written notice, the Town Commission may elect to terminate the Town Attorney immediately or allow the Town Attorney to continue to serve until the date specified in the Town Attorney's resignation. In the event of a resignation or termination under this paragraph, notwithstanding any other provisions of this Section, the Town Attorney shall not be entitled to receive either severance payment or vacation or sick leave unless the Town Commission authorizes payment of same.

17.7 If the Town Attorney is unable to perform her duties as specified in Section 2 of this Agreement for a period of 30 consecutive days or 60 non-consecutive days during any one-year period for any reason other than an approved Family Medical Leave Act ("FMLA") absence, the Town Commission may terminate this Agreement. If the Town Attorney takes FMLA-approved leave and exhausts her statutorily-protected, FMLA-approved leave in any one-year period, the Town Commission may terminate this Agreement. In the event of the Town Attorney's death, this Agreement shall be terminated. If this Agreement is terminated under this Section, the Town Attorney shall not be entitled to severance pay pursuant to Section 17.2 of this Agreement.

17.8 Unless otherwise specified in this Agreement, or required by law, upon termination of this Agreement, the Town Attorney or her beneficiary shall be entitled to receive payment of any accrued or unused sick or vacation leave in accordance with the terms

of this Agreement, as may be amended from time to time. If the Town Attorney is terminated pursuant to Section 17.3 of this Agreement, sick and vacation leave shall not be paid.

Section 18. Miscellaneous Provisions.

18.1 Complete Agreement. It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreement, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

18.2 Amendment. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and with equal dignity herewith.

18.3 No Waiver. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

18.4 Severability. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portions thereof, shall not be affected and shall remain in full force and effect.

18.5 Non-Assignment. The rights and obligations herein granted are personal in nature and cannot be transferred or assigned by the Town Attorney.

18.6 Governing Law. Florida law shall govern this Agreement and any litigation which may arise from this Agreement shall be filed and litigated in the Circuit Court in and for Miami-Dade County, Florida, or, if in Federal Court, in the Southern District of Florida.

18.7 Notice. Notice to either party shall be deemed given if sent by certified mail, return receipt requested, by recognized public or private postal facilities, by hand delivery, or delivered at a Town Commission meeting. Notice shall be sent as follows:

For the Town: Daniel Dietch, Mayor
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154
(305) 861-4863 (Telephone)
(305) 861-1302 (Fax)

For the Town Attorney: Linda Miller, Esquire
20533 Biscayne Blvd.
#1327
Aventura, FL 33180
(202) 615-5113 (Telephone)

Section 19. WAIVER OF JURY TRIAL.

BOTH THE TOWN AND THE TOWN ATTORNEY KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY CIVIL PROCEEDINGS THAT MAY BE INITIATED BY EITHER PARTY WITH RESPECT TO ANY TERM OR CONDITION OF THIS AGREEMENT.

IN WITNESS WHEREOF, the Town, by signature of the Mayor as authorized by the Town Commission in accordance with Resolution No. _____ passed on _____, has executed this Agreement the day and year first above written.


TOWN OF SURFSIDE

By: _____
Daniel Dietch, Mayor

ATTEST:

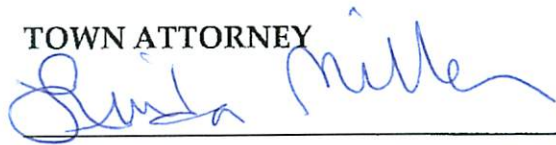
Sandra Novoa,
Town Clerk

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



Brett J. Schneider, Esq.
Special Labor Counsel for the Town

TOWN ATTORNEY



Linda Miller

Date _____



Commission Communication

Agenda #: 5D

Date: October 8, 2013

Subject: Employee Health Insurance Broker and Contract Renewal for FY 2013-2014.

Objective: To provide all full time employees with Health Insurance coverage(s) and other benefits for FY 2013-2014.

Background: On May 11, 2010 by Resolution No. 10-1939, the Town entered into an agreement with Stanton M. Bershad, CLU, to be the Town's insurance broker for all Town's services related to employee health, disability, life, dental and other related benefits programs. The broker fixed fee is \$15,000 a year with no commission from the insurance carrier.

Our Insurance broker for Employee Health, Disability, Life, Dental and all other related benefits programs was directed by Staff to renegotiate the existing plan or find an acceptable alternative plan from another carrier with the goal of keeping the cost increase to the lowest level possible while minimizing the impact on our employee coverages.

Group medical history questionnaires were completed by staff. Proposals from BlueCross, CIGNA, Humana, and Unitedhelath / Neighborhood Health Plan (UHC/NHP) were received from the broker. All proposals were analyzed and it was determined that the UHC/NHP was the only acceptable offer; although the Town was not pleased with the proposed increase of 17.5%.

The Town directed our broker to request additional options from UHC/NHP. The broker was not able to provide alternate options from UHC/NHP.

The Town authorized Adams Benefit to evaluate our employee health benefit plans to provide proposals for such benefits. Several employee health benefits proposals were received.

Our current contract with UHC/NHP expired on September 30, 2013. The Town has had coverage with UHC/NHP since October 1, 2010. A selection of the proposed insurance services must be made and there is no time to seek insurance brokers through the competitive bid process. The administration recommends that the Town Commission authorize the waiver of competitive bidding procedures in the best interest of the Town.

Analysis: The current annual health premium through United Healthcare for FY 2012 / 2013 is \$854,774 compared to a proposed annual renewal rate for 2013 / 2014 from the current broker of \$1,004,325. The proposal provided by Adams Benefit is to remain with United Healthcare with annual premium for FY 2013/2014 of \$630,721 as shown in Attachment A Plan UHC/NHP XV7-P and a Health Savings Account of \$196,000 (to cover the employee co-payments and out of pocket deductibles) for a total cost of \$826,741. The annual fixed agent fee for Adams Benefit is \$24,000 with no commission from the insurance carrier.

Budget Impact: The 2013/2014 budget includes funding for the Town's portion of the total premium of \$826,741.

Staff Impact: Each year at renewal time in September, an "open enrollment" training session is held for employees desiring coverage. Once employees make their decision the new plan coverage year begins October 1.

Recommendation: It is recommended that the Town Commission waive the competitive bidding process and approve the contract with Adams Benefit to be the insurance broker for all of the Town's services related to employee health, disability, life, dental and other related health benefits. The proposed contract for health insurance services for Fiscal Year 2013-2014 will be before the Town Commission at the November 2013 Town Commission Meeting.


Finance Director


Town Manager


Human Resources Director

Benefit & Premium Illustration

UHC/NHP - Plan Alt.	
XV7-P	
In-Network	Out-Network
\$1,500 Ind.	\$3,000 Ind.
\$3,000 family	\$6,000 Family
90%	70%
90% / CYD	70% / CYD
90% / CYD	70% / CYD
90% / CYD	70% / CYD
90% / CYD	70% / CYD
90% / CYD	70% / CYD
90% / CYD	70% / CYD
90% / CYD	90% / CYD
90% / CYD	70% / CYD
CYD; \$20/40/\$60/20%	
\$3,000 Ind.	\$6,000 Ind.
\$6,000 Family	\$12,000 Family
Includes CYD	
www.mynhp.com	

Calendar Year Deductible (CYD)	
Co-Insurance	
Physicians Office	
Specialist Office	
Inpatient Hospital	
Out-Patient Surgery	
Out-Patient Major Diagnostic (e.g., MRI, MRA, PET, CT)	
Emergency Room	
Urgent Care Center	
Prescription Drugs	
Out of Pocket	
Provider Search	

Employee	47
Employee + Spouse	15
Employee + Child(ren)	12
Employee + Family	15
Monthly	89
Annual	

	\$ 351.63
	\$ 752.49
	\$ 717.33
	\$ 1,075.99
	\$ 52,561.77
	\$ 630,741.24

This is a brief summary of the benefits and rates offered. The Certificate of Coverage is the governing document for all benefits, requirements and limitations. If there is a variation between this summary and the Certificate of Coverage, the Certificate will govern. Final premium rates may change from those quoted based upon actual enrollment as of the effective date.

UnitedHealthcare

Medical Proposed Rates with Alternate Plan Designs

Customer Name: TOWN OF SURFSIDE
 Medical Policy: 008H9525
 Renewal Date: October 1, 2012

* The numbers below are on an illustrative basis. Rates are subject to Underwriting approval.

	Option 1: Current	Option 2: Current	Option 3: Current	Option 4: NEW
Plan Name	7EF-P (BASE CH+ INS) Rx Plan: 050 / 5U	DVD-P (Open Access HMO) Rx Plan: AK / NHP RX	EVC-P (Open Access HMO) Rx Plan: AK / NHP RX	FXZ-P (Trad w/ Copay) Rx Plan: FT / FT
Product	Choice Plus * Insurance	Choice Plus * HMO	Choice * HMO	Choice Plus * Insurance
Option	National 1	B19183	B19183	
Plan Offering	Multiple Option	Multiple Option	Multiple Option	Single Option
Multiple Option with:	Option(s) <enter #(s)>	Option(s) <enter #(s)>	Option(s) <enter #(s)>	Option(s) N/A
HRA or HSA	No	No	No	No
Benefits*	Network Single/Family	Network Single/Family	Network Single/Family	Network Single/Family
Office Copay (PCP/SPC)	\$15 Per Visit	\$15/25 Per Visit	\$15/25 Per Visit	\$20/\$35 Per Visit
Other Copays (IP/ER/UC)	N/A/\$100/\$35	\$250/day x 5/\$100/\$50	\$250/day x 5/\$100/\$50	N/A/\$200/\$75
Other	N/A	N/A	N/A	N/A
Deductible	\$250/500	N/A	N/A	\$250/\$750
Coinsurance	100%	100%	100%	100%
Out-of-Pocket	\$250/500	\$1,500/3,000	\$1,500/3,000	\$250/\$750
Pharmacy	\$10/35/60/100/30%	\$10/35/50/20%	\$10/35/50/20%	\$10/35/60/20%
	Out of Network Single/Family	Out of Network Single/Family	Out of Network Single/Family	Out of Network Single/Family
Deductible	\$500/1000	\$500/1,000	NA	\$1000/\$2000
Coinsurance	80%	50%	NA	70%
Out of Pocket	\$3000/6000	\$3,000/6,000	NA	\$15000/\$30000
Enrollment				
Employee	28	8	9	45
Employee + Spouse	8	0	3	11
Employee + Child(ren)	10	0	1	11
Employee + Family	13	2	1	16
Total	59	10	14	83
Rates	Rates (Billed)	Rates (Billed)	Rates (Billed)	Rates (Billed)
	Current	Proposed	Current	Proposed
Employee	\$442.08	\$486.29	\$407.57	\$448.33
Employee + Spouse	\$946.05	\$1,040.66	\$872.20	\$959.42
Employee + Child(ren)	\$901.84	\$992.03	\$831.44	\$914.58
Employee + Family	\$1,352.77	\$1,488.05	\$1,247.17	\$1,371.89
Monthly Cost	\$46,551	\$51,206	\$5,755	\$6,330
Annual Cost	\$558,613	\$614,476	\$69,059	\$75,965
Change from Current	10.0%		10.0%	

*High level benefit summary. Please see your plan summary for more detailed benefit description.

The numbers above are on an illustrative basis. Rates are subject to Underwriting approval.

For markets moving to service fees, current rates (applicable for renewals only) include commission expenses. Proposed rates, for your convenience, include any applicable producer service fees. Producer service fees are not a contingency of obtaining insurance coverage but are fees agreed to between you (client) and your producer/service provider for service rendered on behalf of client.

For markets continuing to pay commissions, both the current (applicable for renewals only) and proposed rates include commissions.

UnitedHealthcare

Medical Proposed Rates with Alternate Plan Designs

Customer Name: TOWN OF SURFSIDE
 Medical Policy: 008H9525
 Renewal Date: October 1, 2012

* The numbers below are on an illustrative basis. Rates are subject to Underwriting approval.

	Option 5	NEW	Option 6	NEW
	CVD-P (Referral Required *) Rx Plan: AK / NHP RX		FVC-P (Referral Required *) Rx Plan: AK / NHP RX	
Plan Name	Choice Plus * HMO		Choice * HMO	
Product				
Option	Single Option		Single Option	
Plan Offering	Option(s) N/A		Option(s) N/A	
Multiple Option with:	No		No	
HRA or HSA				
Benefits*	Network Single/Family		Network Single/Family	
Office Copay (PCP/SPC)	\$15/25 Per Visit		\$15/25 Per Visit	
Other Copays (IP/ER/UC)	\$250/day x 5/\$100/\$50		\$250/day x 5/\$100/\$50	
Other	N/A		N/A	
Deductible	N/A		N/A	
Coinsurance	100%		100%	
Out-of-Pocket	\$1,500/3,000		\$1,500/3,000	
Pharmacy	\$10/35/50/20%		\$10/35/50/20%	
	Out of Network Single/Family		Out of Network Single/Family	
Deductible	\$500/1,000		NA	
Coinsurance	50%		NA	
Out of Pocket	\$3,000/6,000		NA	
Enrollment				
Employee	45		45	
Employee + Spouse	11		11	
Employee + Child(ren)	11		11	
Employee + Family	16		16	
Total	83		83	
	Rates (Billed)		Rates (Billed)	
Rates	Current	Proposed	Current	Proposed
Employee		\$406.09		\$377.23
Employee + Spouse		\$869.03		\$807.27
Employee + Child(ren)		\$828.42		\$769.55
Employee + Family		\$1,242.64		\$1,154.33
Monthly Cost		\$56,828		\$52,790
Annual Cost		\$681,939		\$633,476
Change from Current				

*High level benefit summary. Please see your plan summary for more detailed benefit description.

The numbers above are on an illustrative basis. Rates are subject to Underwriting approval.

For markets moving to service fees, current rates (applicable for renewals only) include commission expenses. Proposed rates, for your convenience, include any applicable producer service fees. Producer service fees are not a contingency of obtaining insurance coverage but are fees agreed to between you (client) and your producer/service provider for service rendered on behalf of client.

For markets continuing to pay commissions, both the current (applicable for renewals only) and proposed rates include commissions.

UnitedHealthcare
Medical Quote Assumptions

Customer Name: TOWN OF SURFSIDE
Medical Policy: 008H9525
Renewal Date: October 1, 2012

The rates quoted here are based on the following assumptions. Changes to these assumptions may result in an adjustment to rates or revocation of the quote.

Medical Quote Assumptions

- Rates are guaranteed for the contract period of 10/1/12 through 9/30/13.
 - UnitedHealthcare is the only carrier offered.
 - UnitedHealthcare reserves the right to adjust the rates if the enrollment varies by +/- 10% from the submitted census.
 - Employer contributes a minimum of 50% toward the employee only rates and 0% toward the dependent rates.
 - Requires a minimum participation level of 75%.
 - COBRA continuees make up 10% or less of covered employees.
 - Rates do not include commissions.
-
- Renewal assumes no out of area or retiree lives.
 - Unless otherwise stated, this offer replaces and renders all previous offers null and void.
 - Medical plans from the 2001 COC and 2007 COC can NOT be combined for a dual/triple option

UnitedHealthcare reserves the right to adjust the rates and/or fees (i) in the event of any changes in federal, state or other applicable legislation or regulation; (ii) in the event of any changes in Plan design required by the applicable regulatory authority (i.e. mandated benefits) or by the Plan Sponsor; and (iii) as otherwise permitted in our policy.

Renewal of current plans assumes the same percentage contribution to the employee premium that was in effect on March 23, 2010. Changes to the contribution level may cause a loss of grandfathered status under the Federal Patient Protection and Affordable Care Act. Please consult with legal counsel concerning compliance with the requirements of that Act.

This quote includes 0.00% commissions.

Agents may receive commissions and other compensation from us for sale and solicitation of the products in this proposal and these costs may be directly or indirectly reflected in your premium (for fully insured business) or fee (for self funded business). Separately, in certain fully insured markets, you may have elected to contract with producers/service provider to provide services directly to your group health plan and have agreed to pay them a 'service fee'. Since 'service fees' are not a contingency of the purchase of health insurance such fees are not part of your premium but for your convenience may have been included in total amount due. Both agent compensation and producer/service provider compensation is subject to disclosure on Form 5500 for group health plans subject to ERISA.

SOUTH FLORIDA GROUP OFFICE
 MUTUAL OF OMAHA
 1000 SAWGRASS CORPORATE PARKWAY
 SUITE 158
 SUNRISE, FL 33323-0000
 PHONE: (866) 660-0828
 FAX: (954) 845-6077



July 2, 2012

Stanton Bershad
 Post Office Box 546170
 Surfside, FL 33154

Re: Town of Surfside
 Group #: G000369G

Dear Stanton:

Thank you for choosing Mutual of Omaha as your client's benefits provider. It has been our pleasure to provide Town of Surfside with group benefits and services that are unique to your client's individual needs. Mutual of Omaha is committed to providing unparalleled service that will meet the needs of our customers.

Each renewal period, we analyze current benefit and rate structures to determine the appropriate rates for continued group insurance protection for your valued employees. This process includes recalculation of the premium rates to reflect factors like:

- plan features
- demographics
- nature of business
- experience
- any adjustments to our underlying rate structure

Based upon our review, your renewal rates, effective 10/1/2012, are as follows:

Coverage	Rate Basis	Current Rate	Current Monthly Premium	Renewal Rate	Renewal Monthly Premium	Renewal Monthly Premium Change	Rate Guarantee Date
Employee Term Life - Class 1	Per \$1,000	\$0.210	\$685.14	\$0.210	\$685.14	\$0.00	10/1/2014
Employee AD&D - Class 1	Per \$1,000	\$0.03	\$97.88	\$0.030	\$97.88	\$0.00	10/1/2014
Employee Term Life - Class 2	Per \$1,000	\$0.210	\$0.00	\$0.210	\$0.00	\$0.00	10/1/2014
Short-Term Disability	Per \$10 of Weekly Benefit	\$0.300	\$1,324.32	\$0.300	\$1,324.32	\$0.00	10/1/2014
Voluntary Term Life - Employee	Per \$1,000	\$0.39	\$561.60	\$0.390	\$561.60	\$0.00	10/1/2014
Voluntary AD&D Employee	Per \$1,000	\$0.03	\$43.20	\$0.030	\$43.20	\$0.00	10/1/2014
LTD	Per \$100 of Monthly Covered Payroll	\$0.380	\$1,231.03	\$0.380	\$1,231.03	\$0.00	10/1/2014

Coverage	Rate Basis	Current Rate	Current Monthly Premium	Renewal Rate	Renewal Monthly Premium	Renewal Monthly Premium Change	Rate Guarantee Date
Dental (Monthly Rate)	EE Only	\$33.05	\$4,283.51	\$46.810	\$6,066.54	\$1,783.03	10/1/2013
	EE and Spouse	\$75.69		\$107.190			
	EE and Child	\$65.17		\$92.290			
	EE and Family	\$109.19		\$154.640			
Premium Totals			\$8,226.68		\$10,009.71	\$1,783.03	

The monthly premium shown is based upon current billed lives and volume.

We appreciate your business and look forward to the continued opportunity to meet your group insurance needs. If you have any questions or if we can be of further assistance, please contact me at (866) 660-0828 or Karen.Plunkett@mutualofomaha.com.

Sincerely,

Karen Plunkett
Account Executive

RESOLUTION NO. 12-2118

A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA, RETROACTIVELY APPROVING THE GROUP HEALTH PLAN WITH UNITED HEALTHCARE/ NEIGHBORHOOD HEALTH PLAN AND THE DENTAL, TERM LIFE INSURANCE, ACCIDENTAL DEATH, SHORT TERM DISABILILTY, AND LONG TERM DISABILITY WITH MUTUAL OF OMAHA; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Surfside, Florida ("TOWN") on May 11, 2010 by Resolution 10-1939 retained the Stanton M. Bershad, CLU to become agent of record and secure and analyze the best proposals from competitive health care and other benefit providers for the Town of Surfside employees every year; and

WHEREAS, this task has been completed and the Town of Surfside wishes to continue to engage and renew with United Healthcare/Neighborhood Health Plan and Mutual of Omaha to arrange for the delivery of health and other benefits for FY 12/13, for qualified Town of Surfside Subscribers ("Subscribing Group"); and

WHEREAS, the Town Commission believes that it is in the best interest of the Town to retroactively accept the proposal of this company attached as Attachment "A".

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

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

Section 2. Authorization. The Town Commission hereby authorizes the Town Manager and the Town Attorney to retroactively enter into an agreement with United

Healthcare/Neighborhood Health Plan and Mutual of Omaha for group health and other benefits, based on the terms of the proposals attached hereto as Attachment "A" and authorizes the Town Manager and Town Attorney to do all things necessary to effectuate this Contract.

Section 3. Effective Date. This Resolution shall become effective October 1, 2012.

PASSED and ADOPTED on this 13 day of November, 2012

PASSED AND ADOPTED this 13 day of November, 2012.

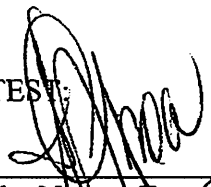
Motion by ^{Vice Mayor} ~~Commissioner~~ Karukin, second by Commissioner Olchyk.

FINAL VOTE ON ADOPTION

Commissioner Joseph Graubart	<u>yes</u>
Commissioner Michelle Kligman	<u>yes</u>
Commissioner Marta Olchyk	<u>yes</u>
Vice Mayor Michael Karukin	<u>yes</u>
Mayor Daniel Dietch	<u>yes</u>

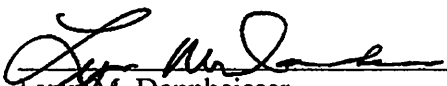


Daniel Dietch, Mayor

ATTEST: 

Sandra Novoa, Town Clerk

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



Lynn M. Dannheisser
Town Attorney

RESOLUTION NO. 13-____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, AUTHORIZING THE WAIVER OF THE COMPETITIVE BIDDING PROCESS AND APPROVING A CONTRACT, NOT TO EXCEED TWENTY-FOUR THOUSAND DOLLARS (\$24,000), WITH ADAMS BENEFIT, INC. TO BE THE INSURANCE BROKER FOR ALL OF THE TOWN'S SERVICES RELATED TO EMPLOYEE HEALTH, DISABILITY, LIFE, DENTAL, AND OTHER RELATED BENEFITS PROGRAMS; WITH SERVICES TO CONTINUE UNTIL A SUBSEQUENT RFQ FOR THE SAME SERVICES IS ISSUED AND AWARDED; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO DO ALL THINGS NECESSARY TO EXECUTE AN AGREEMENT WITH ADAMS BENEFIT, INC; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 11, 2010 in Resolution No 10-1939, the Town entered into an agreement with Stanton M. Bershad, CLU, to be the Town's insurance broker for all Town's services related to employee health, disability, life, dental, and other related benefits programs; and

WHEREAS, the Town received several employee health benefit proposals from Adams Benefit, Inc. that will significantly stabilize the cost impact of rising health insurance; and

WHEREAS, selection of the proposed agreements for insurance services to be provided by Adams Benefit, Inc. to the Town must be made by November 1, 2013 and there is insufficient time to seek insurance brokers through the competitive bid process; and

WHEREAS, the Town of Surfside Code of Ordinances Section 3-12, provides that the Town Commission may authorize the waiver of competitive bidding procedures based upon the following; a recommendation of the Town Manager because of insufficient time to seek additional offers through a competitive bid process, the Town must make a selection prior to November 1, 2013, and upon a good faith review of available resources the proposed option is in the best interests of the Town; and

WHEREAS, the Town Commission has determined that it would be in the Town's best interest and authorizes the Town Manager to waive the competitive bidding procedures and enter into an Agreement with Adams Benefit, Inc., not to exceed twenty-four thousand dollars (\$24,000.), to serve as the insurance broker for all Town's services related to employee health, disability, life, dental, and other related benefit programs; and

WHEREAS, the Town Commission has selected Adams Benefit and finds the acceptance of the proposal to be in the best interest 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 incorporated into this Resolution by this reference.

Section 2. Approval. The Town Commission approves Adams Benefit, Inc. as the insurance broker for the Town of Surfside as the Town's insurance broker.

Section 3. Authorization. The Town Manager, with the Town Attorney, are authorized to enter into the Brokerage Contract based on the terms of the bid and not to exceed twenty four thousand dollars (\$24,000.00) and do whatever is necessary to effectuate the terms of these agreements.

Section 4. Effective Date. This Resolution shall take effect immediately upon 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	_____
Vice Mayor Michael Karukin	_____
Mayor Daniel Dietch	_____

Daniel Dietch, Mayor

Attest:

Sandra Novoa, Town Clerk

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



Linda Miller, Town Attorney



Town of Surfside Commission Communication

Agenda Item # 5E

Agenda Date: October 8, 2013

Subject: Community Rating System (CRS) consultant CRS Max Consultants, Inc.

Background: The Community Rating System (CRS) allows for communities that adopt and apply flood plain management above and beyond the minimum criteria of the National Flood Insurance Program (NFIP). Any community can apply for rating under the CRS program and if rated are eligible for discounts of their flood insurance premiums. As the Community Assistance Visit (CAV) commentary, including the requisite remedial work are coming to a close, the Town may then progress into the application phase of the CRS program.

CRS Max Consultants, Inc. specialize in application and acceptance into the CRS program. They have a proven track record of success across the State of Florida and are certified by the Emergency Management Institute, the Insurance Services Office and the Florida Floodplain Managers Association. Their services are centered on guiding municipalities to achieve the highest possible score for the community by developing effective hazard mitigation programs including but not limited to developing floodplain management plans, public outreach projects and grant applications. Once these programs and applications have been completed CRS Max can aid in coordinating between the community, local government and its parent Federal agencies. Based on their experience and success staff recommends the Commission retain the professional services of CRS Max, Inc. which are exempt from the competitive bid procedures pursuant to Section 3-12 (2) of the Town Code.

[Note: This item was considered at the September 17 Commission meeting. The vote was 2-2. Per the Article VI. - Rules of Procedure for Town Meetings: Sec. 2-207. – Rules of debate; Rule 8.01 Rules of debate (i) Ties votes: Whenever action cannot be taken because the vote of the commissioners has resulted in a tie, the status quo shall continue in effect and the proposed ordinance, resolution or motion that produced the tie vote shall be removed from the agenda without prejudice to its reintroduction on a de novo basis at a later time].

Analysis: Utilizing the consulting services of CRS Max can aid in maximizing the Towns efforts when applying to CRS program.

Budget Impact: CRS Max proposes that its compensation be based upon the classification it is able to help secure for the Town. The compensation for a class 8 or 9 shall be \$10,000 and for a classification of 7 or less shall be \$15,000. Flood insurance premiums are discounted in increments of 5% for CRS participating communities.

The CRS Class and discounts are as follows:

<u>Community Class</u>	<u>Discount</u>
9	5%
8	10%
7	15%
6	20%
5	25%
4	30%
3	35%
2	40%
1	45%

The lower the CRS Class rating, the larger the discount for residents on their flood insurance premiums. As noted above, a CRS Class rating of “10” provides no percentage reduction for residents. A CRS Class rating of “9” provides a 5% reduction; a CRS Class rating of “8” provides a 10% reduction; “7” provides a 15% reduction and with additional 5% reductions per Class down to a 45% reduction for a rating of “1”. The one exception is the SFHA where the discount for classes 1 - 6 is 10%.

What is the impact of achieving a lower CRS Class rating for resident and the Town as a whole? The following chart illustrates this impact based on current data:

<u>CRS Class</u>		<u>Total</u>	<u>SFHA</u>	<u>X, AR, A99</u>	<u>PRP</u>
10	PiF	2594	1096	1479	19
	Premiums	\$1,992,479	\$1,640,404	\$271,694	\$10,381
	Avg. Prem.	\$741	\$1,497	\$184	\$546
	<u>Savings</u>				
9	Per Policy	\$37	\$75	\$9	\$0
	Per Community	\$95,605	\$82,020	\$13,585	\$0
8	Per Policy	\$68	\$150	\$9	\$0
	Per Community	\$177,625	\$164,041	\$13,585	\$0
7	Per Policy	\$100	\$225	\$9	\$0
	Per Community	\$259,645	\$246,061	\$13,585	\$0
6	Per Policy	\$137	\$299	\$18	\$0
	Per Community	\$355,250	\$328,081	\$27,169	\$0

PiF: Policies in Force

SFHA: Special Flood Hazard Areas (10% discount for classes 1-6)

PRP: Preferred Risk Policies (not eligible for discounts)

Source: FEMA Community Information System


If the Town achieves a CRS Class rating of “8”, town-wide annual savings for property owners would be \$177,625. Attached are several newspaper articles from across the state highlighting the future challenges and anticipated rate increases with flood insurance (August 13 article from Lee County entitled **Flood Insurance Rate Hikes Worry Lee County Officials**; September 11 article entitled **Soaring Flood Insurance Rates Fuel Anxiety in Real Estate**; and a September 30, Miami Herald article

entitled **Flood Insurance Rates Set to Skyrocket Because of New Federal Law**). The Miami Herald article indicates that premiums for 599 Surfside property owners will be subject to the higher premiums. If flood insurance rates increase as outlined in these news articles, the long term savings town-wide for property owners could likely be at least two times the annual projected savings of \$177,625 for Surfside property owners. Funds for this service are appropriated in the FY 13/14 Budget – Building Services Department (General Fund).

Up to this point, the major issue associated with non-participation in the NFIP related to a lack of a discount (probably 5-10%) in residents' annual flood insurance premiums. While this is a substantial financial issue, the NFIP is at a funding and operational crossroad. It is critical that the Town become eligible to participate in the program as soon as possible, as the NFIP is gearing up for major changes. Potentially, premiums for flood insurance could increase to a level that would impact property values and assessed valuations in flood zone areas (as are most of our single family homes) as flood insurance is a key player in the ability of a potential homeowner in securing a mortgage.

Staff Impact: Existing staff will provide all the needed information for application to the CRS program and all subsequent reporting during the maintenance phases of the program.

Recommendation: Staff recommends a motion to approve the resolution to retain the services of CRS Max Consultants, Inc. to aid in the application to the CRS program.



Department Head

Michael P. Crotty, Town Manager

Attachments: Three news articles

MPC/drh

Flood insurance rate hikes worry Lee County officials

Officials look to Capitol Hill for refuge from much pricier flood policies.

Written by Andrea Rumbaugh, News-Press, 8/13

Local officials are spreading awareness of flood insurance increases by reaching out to U.S. senators and representatives.

"We're hoping that it'll be delayed," said Cecil Pendergrass, Lee County commission chairman.

He sent a letter to Sens. Bill Nelson and Marco Rubio on Aug. 7. This letter was requesting their assistance in delaying the legislation's implementation until an affordability study, called for in the act, is completed.

"We understand the need for the National Flood Insurance Program to remove subsidies and be self-sustaining," Pendergrass wrote in the letter, "but the way in which this law is implemented will result in widespread economic hardship in many communities in Lee County as well as the state of Florida."

The Biggert-Waters Flood Insurance Reform Act of 2012 is working to phase out many of the nation's subsidized flood insurance policies. The immediate impact is on vacation homes in areas defined by FEMA as having at least a 1 percent chance of flooding in any given year. These properties began seeing 25 percent increases on renewals following Jan. 1.

Likewise, properties with repeated or severe flooding and businesses located in flood zones will see annual 25 percent increases on renewals following Oct. 1. These increases will continue until rates are high enough to cover the property's risk.

Primary residences won't be hit as hard. These policyholders will continue to receive subsidized rates unless or until: the property is sold, the policy lapses, the property suffers severe or repeated flood loss, or a new policy is purchased. But these policyholders may still see rate increases.

Pendergrass said he'd hate to see homeowners or business owners walk away from their properties because they can't afford the flood insurance. It could also be damaging for the economy, as businesses still recovering from the recession are hit with higher flood insurance rates, and it could reduce property values.

Chris Heidrick, owner of Heidrick & Co. Insurance on Sanibel Island, has met with local and federal officials, or their staffs, to increase awareness of these changes.

And while he said no one is arguing that the changes shouldn't happen, the law should be implemented in an orderly manner that allows people to adjust to these increases.

"The potential impacts ... extend beyond the property owners," he said.

Fort Myers Beach Councilman Dan Andre said the Town Council is putting together a letter to Rubio, Nelson and U.S. Rep. Trey Radel, R-Fort Myers. They plan to send the letter in about a week with hopes of stalling the changes and increasing awareness.

And on a personal note, Andre said the flood insurance for his bed and breakfast Mango Street Inn will increase from \$2,600 a year to \$12,000.

Sanibel City Manager Judie Zimomra said the city will send letters later this week to Nelson, Rubio, Radel, the Florida League of Cities, the National League of Cities and the Southwest Florida Regional Planning Council.

The U.S. House of Representatives passed an amendment to delay portions of the new law, but Heidrick said the portion delayed wouldn't impact Lee County until 2015 at the earliest. Other changes, he said, are impacting Lee County immediately.

"This is going to devastate the real estate market here just when it's barely making a comeback," Cristy Assidy said. "People are going to leave the state in mass exodus."

Biggert-Waters was intended to help keep the National Flood Insurance Program afloat after suffering huge losses from Hurricane Katrina. Key to the makeover was getting rid of subsidized rates, in some cases gradually and in other cases — like the sale of a home — in one fell swoop.

Most flood policyholders nationwide will see only single-digit increases in rates next year. In fact, just 20 percent of all flood policies in the United States are subsidized. But in Florida, the impact will be much greater. With 40 percent of all flood policies nationwide, Florida has by far the most subsidized homes.

More than 50,000 of Pinellas County's 142,000 properties with flood policies have subsidized flood rates, more than any other county nationwide.

For someone staying in a subsidized home in a high-risk flood zone, rates will typically rise 16 or 17 percent Oct. 1. That doesn't include a 5 percent charge toward the new flood reserve fund.

The impact is more immediate, and devastating, for recent buyers of subsidized properties, like the Assidys, or those who let their subsidized policies lapse. After Oct. 1, their premiums will reflect the full "risk-based" rate, typically adding many thousands to their premiums.

Homeowners feel trapped, unable to sell and potentially facing double-digit annual rate increases if they stay. Some buyers of flood-subsidized properties feel duped, unaware that because their deal closed after July 6, 2012, they'll be forced to pay the full rate when they renew after Oct. 1.

St. Petersburg real estate agent Bonnie Davis, who organized this week's briefing with Travis, surmised the industry may have been late to mobilize because many thought Congress would intervene by now.

"The Realtors are starting to speak up now because they're starting to lose some deals. And this really is just the tip of the iceberg," said Christopher Heidrick, an insurance agent from Lee County, which like Pinellas is one of the hardest-hit counties.

Heidrick worked with a buyer from the U.S. Virgin Islands who planned to purchase a 900-square-foot home in Sanibel — until he found out the flood premium would jump from \$2,440 to \$16,092 when he renewed next year. "That blew up the deal," he said

Pinellas County Property Appraiser Pam Dubov thinks it's premature to speculate on the impact on market values and the broader economy. Beachfront home prices are up about 9 percent from a year ago.

Fourth-quarter results, Dubov said, could be radically different based on a rising number of anecdotes of pending sales gone bad because of the flood premium disclosure.

"I don't want to pretend this is going to go away and suggest this isn't going to affect the market because that's ridiculous," Dubov said. "There is no way this is not going to do that."

On the other hand, she said she doesn't want to alarm people that "every house prior to 1975 in a flood zone is worth nothing."

Tampa Bay Times

Soaring flood insurance rates fuel anxiety in real estate



Jeff Harrington, Times Staff Writer

Tuesday, September 10, 2013 4:44pm

ST. PETERSBURG — Nearly 40 real estate agents packed the sweltering conference room in downtown St. Petersburg this week to hear flood insurance expert Pete Travis describe the new — and expensive — world coming Oct. 1.

He didn't pull any punches.

Many older homes in flood zones have long benefited from a big subsidy that kept flood insurance rates very low. Starting next month, those homeowners will typically see annual rates jump more than 20 percent, including a fee for a new reserve fund. A late payment could cost them their subsidy immediately.

If the owner sells the home, the buyer will lose the subsidy. That could, as in one scenario, raise a premium that had been \$1,400 a year to \$9,500.

Travis wasn't hopeful of a congressional reprieve in the next couple of weeks.

"Have I demoralized everyone here?" he asked.

Concern about rising flood insurance rates — triggered by the Biggert-Waters Act of 2012 — has been percolating for months. Now, just weeks before the law's main provisions take effect, real estate agents and communities from Apollo Beach to Treasure Island are galvanizing, worried about falling property values, busted real estate sales and a crippling effect on the broader economy.

"This is a major change," said Patty Latshaw of St. Petersburg-based Wright National Flood Insurance Co., the biggest writer of federal flood insurance in the country. "I'm just glad to see people are realizing what is going on and asking questions and becoming involved. Finally."

For Cristy and Fred Assidy, reality hit too late.

After 15 years in their "starter home" in St. Petersburg's Shore Acres, the couple was excited recently to close on a new home in Riviera Bay near Weedon Island.



Then came a shocker.

During this first year, their premium through the National Flood Insurance Program is a doable \$1,700; next year it jumps to \$17,000. For a house they bought for \$205,000.

"This is going to devastate the real estate market here just when it's barely making a comeback," Cristy Assidy said. "People are going to leave the state in mass exodus."

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On the other hand, she said she doesn't want to alarm people that "every house prior to 1975 in a flood zone is worth nothing."

There are several measures being discussed in both the U.S. Senate and House of Representatives to stave off "unintended consequences" of Biggert-Waters. But so far the sole measure that has passed the House would delay only a small part of the law — and wouldn't stop the premium hikes from hitting new buyers of subsidized properties.

On Monday, the Independent Community Bankers of America echoed calls for a freeze on any increases until FEMA can complete a study on the impact on home affordability. Moving forward Oct. 1 threatens to price people out of their homes, destroy home values and disrupt the housing market's recovery, the bankers group maintained.

Property owners caught in the middle of the financial squeeze, like the Assidys, can only hope for the best.

The couple contacted FEMA to see if they can qualify for a grant to elevate their new home. But Cristy Assidy doubts that will work out in time.

"Apparently those dollars are kind of hard to get, and there's a limited time you can (apply)," she said. "I just hope the government just sees the light and realizes this will kill the real estate market here."

Jeff Harrington can be reached at jharrington@tampabay.com or (727) 893-8242.

Fla., Pinellas to be hardest hit

Why are flood insurance rates rising?

To more accurately reflect the risk of flooding, the Biggert-Waters Flood Insurance Reform Act of 2012 calls for eliminating some artificially low rates and discounts.

Will everybody's rates go up sharply?

No. In fact, the biggest rate hikes focus on just 20 percent of flood policies in the country, those covering older properties in low-lying areas (called a Special Flood Hazard Area) for which owners have been paying cheaper, subsidized rates. The affected properties date to before Flood Insurance Rate Maps were adopted in the 1970s and 1980s.

What about properties within Tampa Bay?

Florida is the hardest-hit state and Pinellas County is tops with more than 50,000 subsidized flood policies that could face significant rate hikes. That translates to about 35 percent of all flood policies in the county.

Among other bay area counties: more than 14,000 Hillsborough policies (or 21 percent of all flood policies) are subsidized; in Pasco, it's more than 11,000 policies (36 percent); in Citrus, about 2,900 policies (41 percent); and in Hernando, about 1,000 (22 percent).

I've heard some property owners will face 25 percent annual increases for several years? Who does that affect?

- Owners of investment properties that have been subsidized with lower rates already started paying the higher rates on policy renewals after Jan. 1.
- Owners of businesses and nonresidential properties with subsidized rates will see the higher rates effective Oct. 1.
- A subsidized property that has experienced severe or repeated flooding will see the higher rates kick in Oct. 1.

What if I live in my home and currently benefit from subsidized rates on my flood policy?

If you continue to live in your home and don't sell, you most likely will be able to keep the lower, subsidized rates with the higher premiums phased in. The phase-in rate for a subsidized homeowner in an A or V flood zone is 16 or 17 percent annually until the rate is determined to be at full-risk.

However, you could face the big jump in rates if the property is sold, the policy lapses, you file severe or repeated flood losses, or a new policy is purchased.

Is that all?

No. Subsidized homeowners will also have to pay a new 5 percent charge into a reserve fund for future flooding losses.

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INSURANCE

Flood insurance rates set to skyrocket because of new federal law

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State Sen. Bill Nelson, pictured, has appealed with Gov. Rick Scott and Chief Financial Officer Jeff Atwater to congressional leaders to delay the Oct. 1 start date of a key provision of the 2012 Biggert-Waters Flood Insurance Reform act, a new law that

Fullsize Buy Photo previous | next Image 1 of 3

SKYROCKETING FLOOD INSURANCE RATES

Flood insurance policyholders, including thousands in South Florida, face higher premiums spurred by sweeping changes to a federal law that goes into effect Tuesday. The higher rates will only affect properties that have federally subsidized insurance rates, which are typically older homes or houses that have the highest level of flood risk. Here's a breakdown of the number of South Florida policyholders affected by the higher rates by county and municipality.

	Properties
Broward County	1,389
Broward County	8
Coconut Creek	20
Cooper City	34
Coral Springs	390
Dania Beach	82
Davie	101
Deerfield Beach	3,817
Fort Lauderdale	5,461
Hallandale Beach	207
Hillsboro Beach	5,459
Hollywood	18
Lauderdale Lakes	11
Lauderdale by the Sea	42
Lauderhill	1
Lazy Lake	102
Lighthouse Point	10
Margate	69
Miramar	18
North Lauderdale	241
Oakland Park	36
Parkland	16
Pembroke Park	46
Pembroke Pines	34
Plantation	1,622
Pompano Beach	10
Sea Ranch Lakes	1
Seminole Tribe	

BY MARY ELLEN KLAS
HERALD/TIMES TALLAHASSEE BUREAU

On the same day the federal government grinds to a halt, more than 268,000 Florida homeowners will face a hit to their pocketbooks because of federal inaction on another front — rising flood insurance rates.

Gov. Rick Scott, Chief Financial Officer Jeff Atwater and Sen. Bill Nelson have appealed to congressional leaders to delay the Oct. 1 start date of a key provision of the 2012 Biggert-Waters Flood Insurance Reform Act, a new law that phases out subsidies on older properties in flood zones. Scott is planning a news conference in Clearwater on Tuesday to demand Congress fix "the unfair national flood insurance rate hikes on Florida families."

Under the law, 13 percent of the 2 million homeowners who carry flood insurance in Florida will be affected by the rate increase — compared to 20 percent of all policyholders nationwide.

Those homeowners will see their rates rise 25 percent upon renewal until they decide to sell their homes, then the new buyer will have to pay the full cost of that insurance — in some cases as much as 3,000 percent more than current rates — to reflect the true flood risk of their property.

The result is having a chilling effect on real estate sales as buyers balk at closing on purchases of older homes that now carry the subsidized rates, said John Sebree, senior vice president at the Florida Realtors Association.

"The impact is going to be huge," he said, warning that declining home sales could stall Florida's slowly recovering real estate market.

In Miami Dade County, for example, 47,663 homeowners benefit from subsidized rates, more than 22,000 of them in Miami Beach. In Broward County, 19,551 homeowners will feel the pinch, with the largest impact in Hallandale Beach and Hollywood. And in Monroe County, 11,896 homeowners will be affected.

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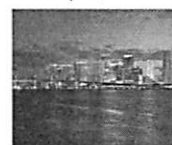
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After testifying, convicted Miami cop called 'coward' at federal trial of fellow officer
Rep. Garcia's 'Taliban' comment riles GOP

Southwest Ranches	0
Sunrise	39
Tamarac	39
West Park	1
Weston	0
Wilton Manors	0
Total	19,551
Miami-Dade County	Properties
Aventura	57
Bal Harbor	465
Bay Harbor Islands	1,244
Biscayne Park	55
Coral Gables	477
Cutler Bay	302
Doral	0
El Portal	26
Florida City	3
Golden Beach	36
Hialeah Gardens	9
Hialeah	290
Homestead	20
Indian Creek	10
Islandia	0
Key Biscayne	2,705
Medley	8
Miami Beach	22,259
Miami Gardens	95
Miami Lakes	30
Miami Shores	234
Miami Springs	93
Miami-Dade County	7,572
Miami	5,561
North Bay Village	1,080
North Miami Beach	2,022
North Miami	1,966
Opalocka	102
Palmetto Bay	150
Pinecrest	72
South Miami	61
Sunny Isles Beach	56
Surfside	599
Sweetwater	2
Virginia Gardens	2
West Miami	0
Total	47,663
Monroe County	Properties
Islamorada	887
Key Colony Beach	678
Key West	3,453
Layton	41
Marathon	1,446
Monroe County	5,391
Total	11,896

Source: Florida Office of Insurance Regulation

Under the program, homeowners must hire a surveyor and obtain an elevation certificate to prove their home is not below the base flood plain. Those whose homes are below the base will pay the subsidized rate until they sell their home, allow their policy to lapse, or experience a significant loss, then the massive rates will kick in.

The new rates are designed to bring the flood insurance program, which has been running a \$24 billion deficit since Hurricane Katrina struck New Orleans in 2005, back into solvency by phasing out subsidies in high-risk zones and updating flood zone maps across the United States over the next five years.

But the phase-in is not slow enough for several members of the Florida congressional delegation who now say that the impact is not what they intended when the act passed with widespread support in 2012.

"It is absolutely critical that Congress pauses on this long enough to get it right," said U.S. Rep. Rich Nugent, a Republican from Spring Hill. He filed legislation on Friday to delay the act, urging congressional leaders to add the measure to any continuing resolution needed keep the federal government operating.

Nugent's proposal is co-sponsored by Rep. Kathy Castor, a Tampa Democrat, and has the support of most members of Florida's congressional delegation. A similar proposal was filed by Nelson, a Democrat, and Sen. Mary Landrieu, a Democrat from Louisiana, where half of all homeowners have subsidized flood insurance.

Nugent's plan requires the rate hikes be halted until the Federal Emergency Management Agency completes a study of rate increase impact on homeowners, as required by the 2012 law. But Florida's junior senator, Republican Sen. Marco Rubio has not endorsed the delay.

"We support not having the rates go up immediately, and we also recognize need for long-term solution, so we're looking for a solution that addresses both short- and long-term problem," said Rubio spokesman Alex Conant in a statement.

Rubio, who has spent the last week joining Obamacare opponents in deriding the federal health care subsidies, has declined requests to explain what he considers a long-term solution to the flood insurance rate hikes and their impact on real estate sales.

Meanwhile, FEMA Director Craig Fugate testified last month that Congress was unrealistic in its expectation that an affordability study could be completed by April 2013. He said it would take at least two more years.

If Nugent's proposal is adopted, it requires FEMA to make recommendations to Congress for new rates if it concludes the new rates are not affordable. Congress then would be required to take an up-or-down vote on the new rates or the existing rates will be automatically delayed.

"It's hard to get Congress' attention on this," said Sebree of the Florida Realtors Association. "They are more focused on whether to fund or defund Obamacare than whether someone is going to be priced out of a home next week."

Absent congressional action, homeowners and realtors are placing their hopes on a lawsuit filed Friday by Mississippi Insurance Commissioner Mike Chaney. The lawsuit asks a federal judge to block the rate increases until FEMA completes its affordability study.

Until then, insurance experts say there are some immediate steps homeowners in high-risk flood zones can take.

"Anybody with a subsidized policy should get an elevation certificate," said David Thompson, education instructor at the Florida Association of Insurance Agents. "They'll possibly save money or at least will know what the full rate is if they want to sell their home."

Mary Ellen Klas can be reached at meklas@miamiherald.com and @MaryEllenKlas

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RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING THE TOWN ADMINISTRATION TO RETAIN COMMUNITY RATING SYSTEM MAX CONSULTANTS (CRS MAX), INC. TO ASSIST THE TOWN IN REESTABLISHING ITS PARTICIPATION IN THE NATIONAL FLOOD INSURANCE PROGRAM'S COMMUNITY RATING SYSTEM; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO EXECUTE AN AGREEMENT FOR RETENTION OF CRS FOR CONSULTING SERVICES; AUTHORIZING THE APPROPRIATION AND EXPENDITURE FROM THE 2013/2014 FISCAL YEAR BUDGET NOT TO EXCEED \$15,000 FROM THE BUILDING SERVICES DEPARTMENT IN THE GENERAL FUND; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Community Rating System allows for communities to meet and exceed minimum criteria of the National Flood Insurance Program (NFIP) to be eligible for discounts of their flood insurance premiums; and

WHEREAS, the Town is attempting to apply for the discount eligibility and requires assistance from consultants that specialize in applications and acceptance into the Community Rating System; and

WHEREAS, CRS MAX has a proven track record of successfully assisting communities in the State of Florida in applications and acceptance into the Community Rating System; and

WHEREAS, after conducting a good faith review of available sources and the experience and success of CRS MAX, the Town Manager has recommended that, pursuant to Section 3-12(2) of the Town Code, it is in the Town's best interest to retain CRS MAX for professional services described in the Proposal for CRS Program Application Services attached as Exhibit "A" ("Proposal"); and

WHEREAS, the Town Commission has determined that it is in the best interests of the Town to retain CRS MAX for services described in the Proposal.

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. Authorization to Execute Agreement. The Town Commission hereby authorizes the Town Manager and the Town Attorney to execute the Agreement on behalf of the Town, to execute any required agreements and/or documents to implement the terms and conditions of the Agreement and to execute any extensions and/or amendments to the Agreement, subject to the approval as to form and legality by the Town Attorney.

Section 3. Authorization to Expend Funds. The Town Manager is authorized to expend funds from the FY 2013/2014 Budget of no more than \$15,000 from the Building Services Department in the General Fund to implement the terms and conditions of the Agreement.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED on this ____ day of _____

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION

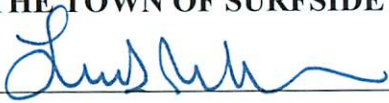
Commissioner Michelle Kligman	_____
Commissioner Joseph Graubart	_____
Commissioner Marta Olchyk	_____
Vice-Mayor Michael Karukin	_____
Mayor Daniel Dietch	_____

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, Town Clerk

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



Linda Miller, Town Attorney

DOWNTOWN SURFSIDE BUSINESS IMPROVEMENT DISTRICT



Organizational Plan
Final Draft for Review

Town of Surfside, Florida

September 26, 2013

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1. Introduction

In January 2013, the Town of Surfside began work with Redevelopment Management Associates (RMA) to create a plan for organizing a Business Improvement District (BID) for Downtown Surfside.

The scope of the project included:

1. Build ownership and consensus amongst commercial property owners regarding improvements, programs, services, and management of the BID.
2. Establish, in cooperation with the Downtown Vision Action Committee (DVAC), the geographical boundaries of the BID.
3. Establish, in cooperation with DVAC, a proposed budget and determine the formula for property assessments.
4. Present the district plan in public meetings.
5. Prepare the property owners and the merchants for the formal establishment of the BID pursuant to Florida Law.

The recommendations that follow comprise the BID Plan for the purpose of documentation required for Town Commission approval. These recommendations reflect RMA's belief that forming a BID to benefit the commercial district along Harding Avenue would be the most fair and effective mechanism for providing ongoing stakeholder participation and a source of funding for future improvement programs.

2. History of the Initiative

During the Commission Meeting on January 18, 2011 the Surfside Town Commission created the Downtown Vision Advisory Committee (DVAC). Since its inception, DVAC has proven to be an effective advisory organization through a process that has included actionable items at every meeting, including the following projects, initiatives and topics of discussion:

- Downtown Code Enforcement
- Parking Lot Improvement/Landscaping
- Vacant Windows Ordinance

- News Racks Ordinance
- Awnings Ordinance
- Upgrading Alleys
- Wayfarer Signage Program
- Branding
- Facade Upgrading Program
- Parking Structure Feasibility Study
- The Current Forty Foot Height Allowance and Amalgamation of Properties
- Development of an East West Corridor on 95th Street from Abbott Avenue to the Beach
- Rebuilding of Harding Avenue Sidewalks
- Sidewalk Cafe Ordinance and FDOT Agreement
- Miami-Dade "Mom & Pop" Grants
- Signage Ordinance
- Moratorium Ordinance
- Business Improvement District (BID)

As a direct result from the enacting of the Moratorium Ordinance in April 2011, sixteen property owners, a number from the same family trust, representing a majority of Downtown properties, met with the Town Manager and Town Staff. Property owners supported Downtown Vision Initiatives, including formation of a BID, and requested that the Moratorium Ordinance be rescinded.

The Planning & Zoning Board approved the rescinding of the ordinance and endorsed all of the vision initiatives in May 2011. The Town Commission subsequently voted in July 2011 to rescind the moratorium and to accept the vision initiatives as a blueprint on condition that each initiative is brought to the Commission for full vetting.

The basic premise of a BID is that the Town agrees to continue to provide a base level of service and that enhanced services, such as extra police protection for expanded special events, maintenance for specialty landscaping, downtown marketing programs, cleaning after special events, and the retention of consultants to secure tenants, are funded with a self-imposed assessment on the property owners.

Use of these funds could be governed by the Board of Directors of a new not-for profit organization created to oversee the BID. The process for establishing the District and ensuring that funds are collected and properly spent would be governed by Florida Statutes, Chapter 170 and by an agreement between the new not-for profit organization and the Town of Surfside.

3. Benefits of a BID for Downtown Surfside

The proposed Business Improvement District (BID) could focus on improving the commercial district along Harding Avenue by acting as an advocate for Downtown Surfside, promoting a new image for the district, and establishing an annual marketing program in order to compete with other South Florida shopping and dining destinations. The BID would represent the interests of both property and business owners and provide an ongoing, dedicated source of revenue to support BID programs.

Objectives of the proposed Business Improvement District (BID):

- *To identify and implement organization strategies to advocate for Downtown Surfside issues including parking, urban design/image, and zoning/permitted uses.*
- *To identify and implement marketing strategies to promote and market Downtown Surfside as a unique, historic destination for dining, shopping, and recreation to Surfside/South Florida residents and visitors to the area.*
- *To establish benchmarks for measurement of success.*

4. Proposed BID Programs

A Downtown Surfside BID could accomplish these objectives by developing strategies to improve the Downtown area, through advocacy and image-based marketing:

Advocacy Strategies – Downtown Issues

- Parking – encourage the Town to implement “user friendly” parking solutions and explore further the need to create additional parking spaces in the Downtown area, including the possibility of new parking structures.
- Future Streetscape Improvements – work with the Town to identify future opportunities for streetscape improvements, including:
 - development of an East West Corridor on 95th Street from Abbott Avenue to the beach
 - upgrading alleys
- Façade Improvements – encourage property and business owners to improve facades and awnings through Miami-Dade “Mom & Pop” Grants and any future funding sources.
- Downtown Code Enforcement – encourage property and business owners to work with the Town to identify priority code enforcement issues and effective strategies for improvement.
- Zoning – encourage a comprehensive review of zoning code to ensure that commercial zoning is most conducive to increasing business and creating the best business mix.

Image-Based Marketing Strategies

- Build upon the approved Town of Surfside 5-Year Strategic Tourism Plan.
- Identify a “brand” for Downtown Surfside.
- Promote image/brand through website(s), social media, public relations, and advertising.

The benefits of a BID are that it could provide a mechanism for implementation of these activities and an ongoing source of funding. The activities of the BID would supplement, and would not replace, any activities currently undertaken or funded by the Town of Surfside.

Proven success of image-based improvement initiatives can be seen in BID districts throughout the nation as well as in the state of Florida, such as the BIDs in Coral Gables (www.shopcoralgables.com) and Naples (www.fifthavenuesouth.com).

5. Proposed Budget

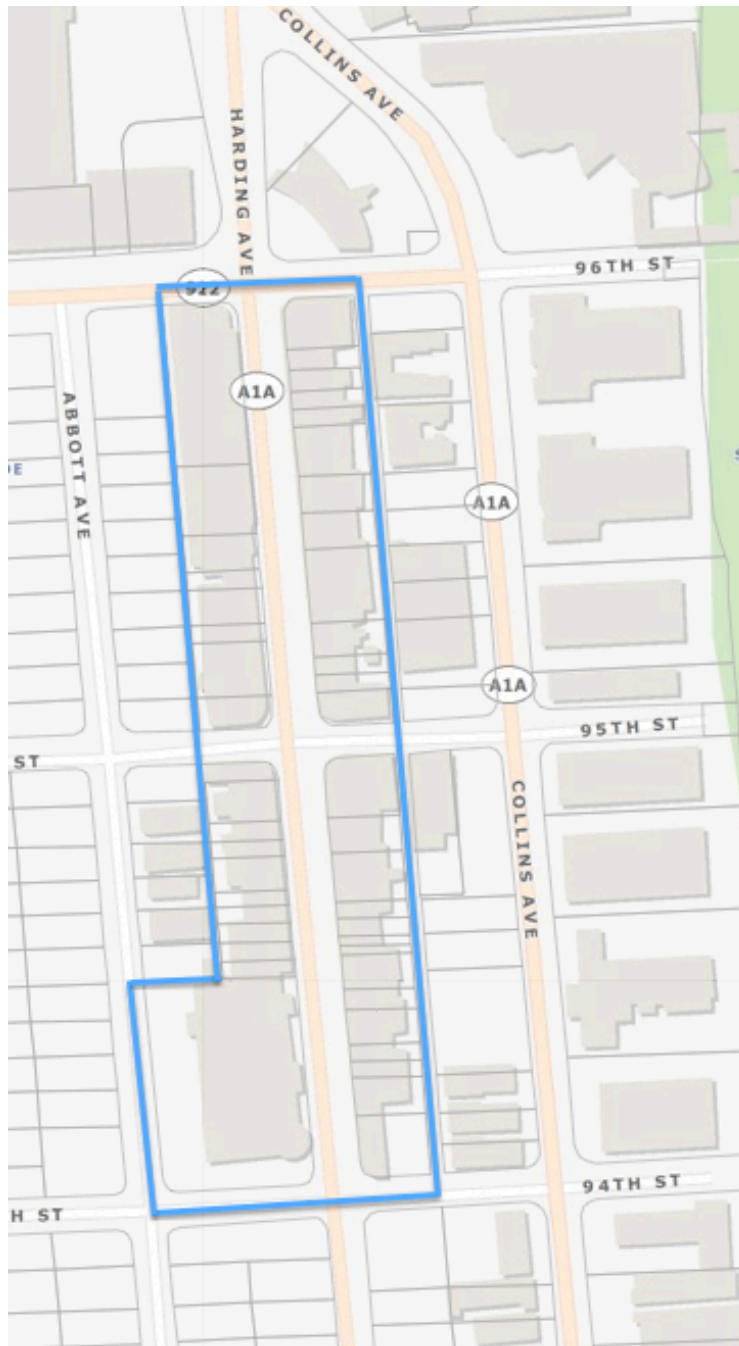
A first year budget for the BID might contain the following components, although a final budget would be created by the BID once it had been formed:

Advocacy Coordination / BID Support	\$ 30,000
Image/Marketing	\$ 30,000
Events support	\$ 15,000
Reserve/Contingency	\$ 5,000
TOTAL	\$80,000

6. Proposed BID Boundaries

Commercial properties along Harding and Collins Avenues between 93rd Street and 96th Street were analyzed for inclusion in a possible Business Improvement District for Downtown Surfside. Using a standard of “similar benefit” from possible BID programs, RMA is recommending the BID boundaries include those commercial properties fronting Harding Avenue between 94th and 96th Streets.

This district comprises the area generally described as Downtown Surfside and contains retail, restaurant and other small businesses that serve the Surfside/South Florida markets and visitors to the area.



During meetings with property owners, there was discussion regarding possible inclusion of the Collins Avenue area of Surferside adjacent and to the east of to Downtown businesses. RMA recommends that initial efforts for the BID discussion focus on the commercial district along Harding Avenue, and that if a Business Improvement District is created, opportunities for Collins Avenue hotels to 'opt-in' to BID initiatives be encouraged where appropriate.

7. Organizing the Business Improvement District

Chapter 170, Florida Statutes, provides that a municipality, subject to the approval of a majority of the affected property owners, may levy and collect special assessments against property benefited in a retail business district for the purposes of stabilizing and improving such district through promotion, management, marketing, and other similar services in such districts.

Creating a BID

Creation of a BID would require actions approved by the Surfside Town Commission. These actions include:

- Resolution of the Town Commission – This resolution would include the proposed cost of improvements, required public and property owner notice, location of the retail district to be improved, the expense to be paid by special assessments, and when assessments are to be paid.
- Vote of the property owners – Following approval of the resolution by Town Commission, property owners of affected properties would vote on creation of the BID. To apply the assessment, there would need to be a majority (50 percent plus one) of property owners approving the BID. Property owners that do not vote would be considered a “no” vote.
- Public Hearing/Equalizing Board – Upon the approval of the BID by the property owners, the Town Commission would hold a final public hearing, which would include an equalization hearing to consider complaints as to the special assessments.

Assessment/Budget

A BID is a special assessment district. The BID assessment would be collected as part of the property tax bill. Assessments might be based upon:

- assessed value of parcels
- parcel area
- building square footage
- other potential factors

For Downtown Surfside properties, information is available from the Miami-Dade County Property Appraisers office, including assessed value, lot square footage, and total building square footage. An assessment based on assessed value is recommended. Property values have remained stable since 2011, increasing slightly. Each 1-mil assessment would result in approximately \$43,000 annually for the BID.

To achieve the ~\$80,000 budget for programs described above, a 1.5-mil assessment could be levied to create approximately \$65,000. A source of funding for the additional \$15,000 would need to be identified, possibly through events grants.

The resulting Surfside BID would be a small district and create a relatively small annual assessment. For comparison purposes, the last annual assessment for the Coral Gables BID was approximately \$819,000.

Governance

A Board of Directors of a new not-for-profit organization would manage the BID. According to discussions to date, an example of the composition of a BID Board of Directors might include 9 voting members:

- five (5) property owners subject to assessment within the district
- three (3) business owners from within the district
- one (1) resident liaison
- one (1) liaison from the Town of Surfside (ex officio)

Except for the Town liaison, members could serve staggered three-year terms.

Timeframe

RMA recommends the Downtown Surfside BID assessment be proposed for an initial period of five years and be extended for an additional period of five years upon approval of the Town Commission. However, upon receipt of a petition executed by affected property owners representing in excess of fifty percent (50%) of the most recent assessment roll, the Commission may elect to abolish the District.

Key to consideration of extension to the district would be successful implementation of the advocacy, marketing and other BID programs.

CONTACT	FOLIO #	PROPERTY ADDRESS	OWNER	Assesed Value '13	BID @ 1.5-mils	Business Address(es)	Business
9400 WEST SIDE							
	14-2235-007-0660	9400 HARDING AVE	PUBLIX SUPER MARKETS INC % EXPENSE	\$7,301,745	\$10,952.62	9400 Harding	Publix Supermarket
	14-2235-007-0670	9448 HARDING AVE	SOLEMAT LLC	\$379,013	\$568.52	9448 Harding	Tucci's Nail & Salon
	14-2235-007-0680	9454 HARDING AVE	MARVIN M GREEN BEATRICE MUSKAT DAVID MUSKAT	\$369,801	\$554.70	9452 Harding	GNC / General Nutrition Center
HENRY STEVENS	14-2235-007-0690	9458 HARDING AVE	9458 HARDING AVENUE LLC	\$368,467	\$552.70	9454 Harding	Super S Food Market
	14-2235-007-0700	9460 HARDING AVE	C & A LLC	\$389,124	\$583.69	9456 Harding	Dr. Edy A. Guerra - DDS / Emergen
KEN STOWE	14-2235-007-0710	9466 HARDING AVE	STOWE PLAZA II LLC	\$371,618	\$557.43	9458 Harding	Real Living / First Service Realty
	14-2235-007-0720	9472 HARDING AVE	F & T REAL PROPERTY LLC	\$792,085	\$1,188.13	9460 Harding	Ho Wang Chinese Restaurant
JOEL PIOTROWSKI	14-2235-007-0730	9476 HARDING AVE	9476 HARDING INVESTMENTS INC	\$370,135	\$555.20	9466 Harding	Capellus By Amor
KEITH GRAY	14-2235-007-0740	9480 HARDING AVE	KEITH A GRAY TR	\$357,892	\$536.84	9472 Harding	Tiberio (Coming)
JOEL PIOTROWSKI	14-2235-007-0750	9484 HARDING AVE	9484 HARDING INVESTMENT LLC	\$746,137	\$1,119.21	9476 Harding	Ike's Diner
	14-2235-007-0760	9494 HARDING AVE	JACK PATHMAN RLTY CO, INC	\$1,339,983	\$2,009.97	9480 Harding	Vacant
	11 Properties			\$ 12,786,000	\$19,179.00	9482 Harding	Delray Art Studio (Coming)
9400 EAST SIDE							
	14-2235-007-0650	9401 HARDING AVE	WACHOVIA BANK C/O PROPERTY TAX PROCESSING	\$1,534,885	\$2,302.33	9484 Harding	Armoire Chi Chi
PAULINE JOHNSON	14-2235-007-0640	9415 HARDING AVE	PAULINE ROWE JOHNSON	\$709,753	\$1,064.63	9486 Harding	Barry Cohen Law Firm
	14-2235-007-0630	9425 HARDING AVE	9425-27 HARDING AVE INC	\$360,079	\$540.12	9488 Harding	Hair & Body New Dimensions
DONALD KAHN	14-2235-007-0620	9429 HARDING AVE	DONALD J KAHN & W LOURDES	\$355,790	\$533.69	9490 Harding	Café Vert D (OK)
	14-2235-007-0610	9437 HARDING AVE	SALLY HEAD CARTER TR	\$764,941	\$1,147.41	9494 Harding	Big Daddy's Liquor
HENRY STEVENS	14-2235-007-0600	9441 HARDING AVE	9575 HARDING AVE LLC	\$369,761	\$554.64		
	14-2235-007-0590	9445 HARDING AVE	ASHILO INC	\$773,904	\$1,160.86		
	14-2235-007-0582	9453 HARDING AVE	MGM GRP LLC	\$183,033	\$274.55		
	14-2235-007-0581	9455 HARDING AVE	THE G PARTNERS LLC	\$180,863	\$271.29		
	14-2235-007-0580	9457 HARDING AVE	7101 COLLINS LLC	\$357,585	\$536.38		
	14-2235-007-0570	9461 HARDING AVE	GOLD ENTERPRISES INC	\$368,709	\$553.06		
COHEN (from Muroz)	14-2235-007-0560	9471 HARDING AVE	JPCF LLC	\$1,130,483	\$1,695.72		
ESTELLE BREITER	14-2235-007-0550	9477 HARDING AVE	HARRY BREITER	\$757,562	\$1,136.34		
	14-2235-007-0520	9491 HARDING AVE	SEAN REILY TRS	\$1,623,577	\$2,435.37		
	14 Properties			\$ 9,470,925	\$14,206.39		
			9400 BLOCK TOTALS	\$ 22,256,925	\$33,385.39		

CONTACT	FOLIO #	PROPERTY ADDRESS	OWNER	Assesed Value '13	BID @ 1.5-mils	Business Address(es) Business
9500 WEST SIDE						
BORIS MOROZ	14-2235-007-0840	9500 HARDING AVE	SOUTH FLORIDA HOLDINGS INC	\$836,536	\$1,254.80	9500 Harding Café Ragazzi 9504 Harding Carousel Barber Shop 9508 Harding Estelle Stern Realty, Inc.
BORIS MOROZ	14-2235-007-0860	9516 HARDING AVE	SOUTH FLORIDA HOLDINGS INC	\$993,826	\$1,490.74	9516 Harding Flanigan's Seafood Bar & Grill
	14-2235-007-0870	9520 HARDING AVE	INFINITY HARDING LLC	\$429,943	\$644.91	9520 Harding Volpe Travel 9520 Harding Liborio Cigars & Tobacco 9520 Harding Moon Over Miami 9520 Harding Verdile's / Mario The Tailor 9520 Harding Willy's Tailoring
HENRY STEVENS	14-2235-007-0880	9524 HARDING AVE	THE HELEN P STEVENS FAMILY LTD	\$784,544	\$1,176.82	9526 Harding Florida Community Bank 9528 Harding Dr. Gary Curson
JOEL PIOTROWSKI	14-2235-007-0900	9534 HARDING AVE	KEY REALTY LLC	\$415,906	\$623.86	9530 Harding Vacant 9532 Harding Lupe's Alterations 9532 Harding Penny's Alterations
DONALD KAHN	14-2235-007-0910	9538 HARDING AVE	DONALD J KAHN & W LOURDES C	\$711,938	\$1,067.91	9536 Harding Subway 9538 Harding Paloma Evening Dresses 9540 Harding Hair 2000
SHARLENE PACKAR	14-2235-007-0920	9550 HARDING AVE	9544 CORPORATION	\$1,677,479	\$2,516.22	9544 Harding Cine Citta Café D(OK) 9552 Harding Oberle Opticians 9556 Harding Chase Bank
DAVID DELGADO	14-2235-007-0930	9564 HARDING AVE	NEW YORK COMMUNITY BANK	\$5,285,000	\$7,927.50	9560 Harding Starbucks 9564 Harding Biguine 9578 Harding CVS Pharmacy 9592 Harding Amtrust Bank 9592 Harding Young Israel of Bal Harbour
		8 Properties		\$ 11,135,172	\$16,702.76	
9500 EAST SIDE						
SHAUN GRENAID	14-2235-007-0390	9501 HARDING AVE	9501 PROPERTIES INC	\$934,344	\$1,401.52	9501 Harding HSBC Bank 9507 Harding Lucky Seven Gold Buyers 233-95th St B & H Pizza
DONALD KAHN	14-2235-007-0380	9509 HARDING AVE	DONALD J KAHN & W LOURDES	\$365,573	\$548.36	9509 Harding Harding Realty
CHRISTINE JUSTICE	14-2235-007-0370	9513 HARDING AVE	ELIZ C JUSTICE & M GREEN TR	\$359,397	\$539.10	9513 Harding Forever Realty 9515 Harding Peikin Empire Fine Jewelry
J. DAVE MORRISON (Land Lease)	14-2235-007-0360	9521 HARDING AVE	KENNETH WINFIELD JONES TRS, MARY ELLEN JONES TRS	\$720,585	\$1,080.88	9517 Harding Josh's Deli & Appetizers 9519 Harding VACANT 9521 Harding Extension Dreams 9523 Harding Rolling Pin Bakery BK (STAR K)
MYRIAM COLSON	14-2235-007-0350	9525 HARDING AVE	COLSON INVESTMENTS LTD	\$1,539,482	\$2,309.22	9525 Harding Citibank 9531 Harding Di Milesi Natural Hair 9537 Harding Vacant
	14-2235-007-0340	9545 HARDING AVE	SURFSIDE REALTY LLC	\$741,822	\$1,112.73	9541 Harding Roni Shoes 9543 Harding Dassler Eye Consultants Inc. 9543 Harding Purcell Optical 9545 Harding Couture Bridal & Formals
	14-2235-007-0320	9553 HARDING AVE	NEXT CENTURY DEVELOPMENT INC	\$1,305,107	\$1,957.66	9551 Harding Pescecane Ristorante 9553 Harding Martin A. Feigenbaum 9553 Harding Viva Pilates 9555 Harding Bistro
	14-2235-007-0310	9559 HARDING AVE	LEINWAND PROPERTIES	\$906,500	\$1,359.75	9559 Harding Metro PCS 9561 Harding The Greek Place 9563 Harding Femme Coiffure & Spa 9565 Harding House of Design 9567 Harding Uni K Wax
PAULINE JOHNSON	14-2235-007-0300	9569 HARDING AVE	PAULINE ROWE JOHNSON	\$414,954	\$622.43	9569 Harding Rent 1 Sale 1 9571 Harding 7th Plateau
HENRY STEVENS	14-2235-007-0290	9575 HARDING AVE	9441 HARDING AVE LLC	\$373,172	\$559.76	9575 Harding Koukia Koture
KEN STOWE	14-2235-007-0280	9577 HARDING AVE	STOWE PLAZA LLC	\$388,663	\$582.99	9577 Harding J V Flowers
BORIS MOROZ	14-2235-007-0410	9581 HARDING AVE	SOUTH FLA HOLDINGS INC	\$422,929	\$634.39	9583 Harding Sushi Republic
SHARLENE PACKAR	14-2235-007-0400	9585 HARDING AVE	HELEN KOTLER & S PACKAR & SHIRLEY FINKELSTEIN	\$1,466,431	\$2,199.65	9585 Harding M. Kotler Realtors 9593 Harding Lace Star 9595 Harding Gray and Sons 9599 Harding JGB Bank
		13 Properties		\$ 9,938,959	\$14,908.44	
			9500 BLOCK TOTALS	\$ 21,074,131	\$31,611.20	
			DISTRICT TOTALS (46 Properties)	\$ 43,331,056	\$64,996.58	



**Town of Surfside
Town Commission Meeting
October 8, 2013
7 p.m.**

DISCUSSION ITEM MEMORANDUM

“Major Contracts, Bond Issues, Public/Private Partnerships and Loans to be reviewed by Miami – Dade County Inspector General and/or Commission on Ethics”

Objective: Require independent review by Miami Dade County Inspector General and/or Commission On Ethics of Major Contracts, Bond Issues, Public/Private Partnerships and Loans for their approval before a Town Commission vote can take place.

Consideration: “In response to the public’s demand for clean government, the Miami-Dade County Board of County Commissioners created the Office of the Inspector General (OIG). The OIG is authorized to detect, investigate and prevent fraud, waste, mismanagement and abuse of power in county projects, programs or contracts.”

“The County Commissioners took great lengths to insure that the Inspector General can carry out these goals while autonomous, independent and insulated from political influences. It is one of a few OIGs in the country that has jurisdiction to investigate officials at any level, including elected officials. By Agreement, the OIG provides similar services to the Miami-Dade Public Schools District.”

“Our goal is to prevent misconduct and abuse, expose it publicly, and seek appropriate remedies to recover public monies. Above all, the OIG’s principal objective is to promote ethics, honesty and efficiency in government and to restore and promote the public’s trust in government.”

(Above quotes are taken from the OIG Home Page).

Action: I am asking the Commission to give direction to the Town Attorney to prepare an Ordinance requiring the above independent review and above-referenced approval.

Submitted Respectfully,

Joe Graubart, Commissioner



Town of Surfside Commission Communication

Agenda Item # 9C

Agenda Date: October 8, 2013

Subject: **Update on Hedge Sight Triangle (Corner Visibility) Issues**

Background:

At the May 15, 2013, Commission Meeting the Mayor and Town Commission directed the Administration to discontinue enforcement and prosecution of the Town Code that addresses corner visibility and sight-line obstructions at properties abutting intersections. This directive was designed to "pause" all action related to this issue until such time as the Town Commission could better apprise itself of alternatives to the existing code. On August 5, 2013, a Commission Special Meeting was held and an Assistant Chief of the Miami-Dade Traffic Engineering Division attended to advise the Commission on County and State requirements related to corner visibility and discussed the minimum safe sight distance standards required under the provisions of the Florida Green Book (the regulatory tool used by the County, as required by the State). The Commission was advised that the ultimate authority for sight triangle/corner visibility at intersections within the Town legally falls under the jurisdiction of Miami-Dade County.

Analysis:

In furtherance to the Administration's efforts to provide alternatives to the Town Commission with regard to the sight triangles and traffic intersection visibility issue, on August 20, 2013, staff met with the same Assistant Chief Engineer and looked at several of the most problematic intersections in the single family residential neighborhood.

The County Engineer visited approximately six different intersections and individually assessed each intersection. After much discussion about possible alternatives

including: 1) traffic calming devices; 2) building “bump-outs” at intersections; and 3) moving stop bars and stop signs, County staff reiterated that notwithstanding any other alternative that may be considered, the Florida Green Book was the required minimum standard for all municipalities. County staff further informed the Administration that since governing protocol for local governance oversight was with the County, in the event of a complaint, the County would seek for the Town to enforce the Green Book standards. Failure to do so may require the County to put the Town on notice of a default in its responsibility to enforce same. As such, it was recommended that the Town adopt the Green Book into the Town Code. Moreover, based on these discussions, it appears that compliance with Green Book requirements may not be easily attainable Town-wide, as many corner properties (due to limited width of easements and lack of sidewalks) may not be able to meet the minimum standards set forth therein. These minimum standards include multiple “sight triangle” scenarios: some that address minimum sight clearances immediately after stop signs (which is similar to that currently in the Town Code); as well as others that address visibility clearances that are related to cross traffic and posted maximum speed limits, as well as other sight requirements for certain turning movements that may be required. A Powerpoint presentation will be provided illustrating several of these Green Book examples requiring a greater distance than 25 feet. The result of our meeting with the County staff was that no readily available relief could be identified. Although there has been no readily verifiable history of accidents at the impacted intersections, the potential for increased liability should also be weighed.

It was also confirmed that many property owners have planted hedges and shrubs in the easement (in many cases, right up to the curb) that also hinder visibility. It was recommended that the most easily achievable resolution to address this issue was to cut the hedges and shrubs back.

The Public Works Department reviewed the possibility of “Bump-Outs”, and after looking at the intersections in question determined that minimally, to have these installed would cost about \$4,500 per intersection (with only simple concrete curb and no landscaping). Every intersection varies in the percent of drainage fall ranging from 2% to 5% from middle of intersection to curb. With that said, there could be a drainage obstruction at the intersections, which would require the engineer to certify before being built to ensure positive flow. The roadway is wide enough to accommodate parking as well as the bump outs but may not improve the line of sight. Reason being, the stop bar is in approximately the same location just more to the middle of the roadway. To have a better line of sight, you would have to be able to be more in the intersection to achieve a more clear view of the oncoming traffic. Currently, when approaching the intersection, one would have to ease out to the middle of the intersection to see, and would still have to do the same thing with the bump outs. Although you may somewhat improve visibility, but probably not enough for the recommended 25 foot sight triangle that is required. It is recommended that both the drainage and sight line issues be verified by professional engineers if a decision is made to further consider this option.

Staff also looked at codes from a variety of other jurisdictions via "Municode" and found that a majority had requirements comparable to those included in our Town Code, namely the 25 foot sight distance triangle.

Budget Impact: None expected with current staffing levels and available resources.

Staff Impact: None as proposed.

Conclusion: After discussions with the County, review by Town staff, and consideration of the aforementioned options, the same input contained in the report provided in the August 5, 2013, Special Commission Meeting Agenda, and reported at said Special Meeting, is again provided. After the staff review, it has been determined that any "relief", if available, would likely be minimal and probably not address the desires/concerns of many of the corner lot residents who have expressed their opposition to complying with the current regulations.

Commission direction is sought regarding the previously approved (on first reading) Ordinance amending the code to clarify and combine the provisions of 90-52 and 90-92 and policy direction on future enforcement.



Joe Damien
Code Compliance Director



Michael Crotty
Town Manager



Town of Surfside

To: Honorable Mayor and Members of the Town Commission

From: Sandra Novoa, Town Clerk

Date: October 8, 2013

Subject: Dr. Robert Grayson Street Naming

This item pertains to naming a street after Dr. Robert Grayson, a Town of Surfside resident who passed away on August 4, 2013. Attached please find Town of Surfside's Ordinance 07-1489 with the procedures for naming a street, the request received from a Town resident and the Miami Herald Article for your discussion.

Sandra Novoa, CMC, Town Clerk

Michael P. Crotty, Town Manager

ORDINANCE NO. 07- 1489

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE CODE TO CREATE CHAPTER 75 "NAMING, RENAMING, AND CO-DESIGNATION OF TOWN FACILITIES, ROADS OR PROPERTY"; SETTING FORTH PROCEDURES FOR THE NAMING, RENAMING, CO-DESIGNATION, OF MUNICIPAL ROADS, FACILITIES OR PROPERTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission recognizes the need to regulate the naming, renaming or code designation of Town roads, facilities or properties; and

WHEREAS, the Commission believes it is in the best interest of the Town to amend the code to create uniform standards and proper procedures for same.

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 to create Chapter 75 entitled "Naming, Renaming or Code Designation of Surfside Roads, Facilities or Property" which shall provide:

Section 2. Generally. No public facility, road or property located within the corporate boundaries of the Town and owned or controlled by the Town shall be named, renamed or co-designated except in accordance with the procedures and guidelines set forth in this Chapter.

Section 3. Recommendations for Names and Guidelines to be followed

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

information and documented support for the nomination including letters of recommendation.

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

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

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

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

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

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


PASSED and ADOPTED on First Reading the 13th day of November, 2007.

PASSED and ADOPTED on Second Reading this 11th day of December, 2007.



Charles W. Burkett, Mayor

Attest:



Beatris M. Arguelles, CMC
Town Clerk

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



Lynn M. Dannheisser, Town Attorney

Moved by: Commissioner Blumstein
Second by: Commissioner Imberman

Vote: 4-1

Mayor Burkett	yes	_____	no	<u>✓</u>
Vice Mayor Weinberg	yes	<u>✓</u>	no	_____
Commissioner Blumstein	yes	<u>✓</u>	no	_____
Commissioner Imberman	yes	<u>✓</u>	no	_____
Commissioner Levine	yes	<u>✓</u>	no	_____

Sandra Novoa

From: Joe Graubart
Sent: Sunday, September 15, 2013 5:23 PM
To: Sandra Novoa; Daniel Dietch; Michael Crotty
Subject: Fwd: Dr. Robert Grayson
Attachments: proposed_street_location.jpeg

FYI

Sent from my Verizon Wireless Droid

-----Original message-----

From: Dorit <dbw8971898@aol.com>
To: Joe Graubart <jgraubart@townofsurfsidefl.gov>
Sent: Sun, Sep 15, 2013 21:18:07 GMT+00:00
Subject: Fwd: Dr. Robert Grayson

Dear Mr. Graubart,
 Would you mind forwarding my email (below) to the mayor. for some reason my email to him was returned to me with the message below. Thank you very much and I am sorry for bothering you again...
 Dorit

-----Original Message-----

From: Mail Delivery System <MAILER-DAEMON@AOL.com>
To: dbw8971898 <dbw8971898@aol.com>
Sent: Sun, Sep 15, 2013 5:12 pm
Subject: Undelivered Mail Returned to Sender

*** ATTENTION ***

Your e-mail is being returned to you because there was a problem with its delivery. The reason your mail is being returned to you is listed in the section labeled: "----- The delivery status notification errors -----".

The line beginning with "Diagnostic-Code:" describes the specific reason your e-mail could not be delivered. The following lines contains the RFC822 header of the original email message.

Please direct further questions regarding this message to your e-mail administrator.

--AOL Postmaster

----- The delivery status notification errors -----

<ddietch@townofsurfside.gov>: Host or domain name not found. Name service error
 for name=townofsurfside.gov type=A: Host not found

Dorit
 dbw8971898@aol.com

-----Original Message-----

From: Dorit <dbw8971898@aol.com>

To: ddietch <ddietch@townofsurfsidefl.gov>

Cc: ddietch <ddietch@townofsurfsidefl.gov>; molchyk <molchyk@townofsurfsidefl.gov>; mkligman <mkligman@townofsurfsidefl.gov>; mkarukin <mkarukin@townofsurfsidefl.gov>; jgraubart <jgraubart@townofsurfsidefl.gov>

Sent: Sun, Sep 15, 2013 5:12 pm

Subject: Re: Dr. Robert Grayson

Dear Mayor and Surfside Commission,

I appreciate the responses I received regarding naming a street in honor of Dr. Grayson (o.b.m.) Thank you for including this idea in the October meeting. Is this the October 17th meeting and open to the public? Perhaps I may come to share my idea officially?

I am attaching a visual of the location of the proposed street. I believe that renaming the section of the street in front of the Grayson home would not only honor him but it would also make clearer a peculiar and bit confusing signage on this block- On one end of the block the signage is "Hawthorne and on the other end it is Bay Drive.

Again I wish for all who are celebrating, a new year filled with health, blessings, and only good things.

Dorit

dbw8971898@aol.com

-----Original Message-----

From: Daniel Dietch <ddietch@townofsurfsidefl.gov>

To: dbw8971898 <dbw8971898@aol.com>

Sent: Tue, Sep 10, 2013 3:17 pm

Subject: RE: Dr. Robert Grayson

Dorit,

Thank you for your note. This matter will be discussed at the October Commission Meeting.

Regards,

Daniel

=====

Daniel E. Dietch

Mayor

Town of Surfside

9293 Harding Avenue

Surfside, FL 33154

Tel: 305 861-4863

Fax: 305 861-1302

Cell: 305 992-7965

E-mail: ddietch@townofsurfsidefl.gov

Web: <http://www.townofsurfsidefl.gov/>

From: Michael Crotty

Sent: Tuesday, September 10, 2013 3:10 PM

To: Sandra Novoa

Cc: Elected Officials
Subject: FW: Dr. Robert Grayson

October Commission meeting discussion item



Michael P. Crotty
Town Manager
Town of Surfside
9293 Harding Ave
Surfside, FL 33154
(305) 861-4863 (305) 993-5097 F
Email: mcrotty@townofsurfsidefl.gov
www.townofsurfsidefl.gov

From: Daniel Dietch
Sent: Tuesday, September 10, 2013 11:23 AM
To: Michael Crotty
Subject: FW: Dr. Robert Grayson

Mr. Manager,

I know that Commissioner Graubart has also shown an interest in the passing of Dr. Grayson. Please consider some possible recognition options and advise. Thanks.

Daniel

=====
Daniel E. Dietch
Mayor
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154
Tel: 305 861-4863
Fax: 305 861-1302
Cell: 305 992-7965
E-mail: ddietch@townofsurfsidefl.gov
Web: <http://www.townofsurfsidefl.gov/>

From: Dorit [dbw8971898@aol.com]
Sent: Tuesday, September 10, 2013 11:09 AM
To: Michael Karukin; Daniel Dietch; Joe Graubart; Michelle Kligman; Marta Olchyk
Subject: Dr. Robert Grayson

Dear Mayor Dietch, Vice Mayor Karukin, and Commissioners Olchyk, Graubart, and Kligman,

I hope this email finds everyone well. I wish all of you a happy and healthy new year!

A great human being in our neighborhood, Dr. Robert Grayson (of blessed memory), passed away on August 4th, 2013. He was 94 years old. He was my neighbor and so loved by my family and many in our community. Dr. Grayson was a pediatrician and resident in community for over 40 years. He raised his 2 children (Bill and Jane) in Surfside, and served so many local families. He was a very humble and extraordinary man.

I am attaching an article written in the Miami Herald on September 6th describing some of the ways he touched people's hearts as a pediatrician. I am also attaching an article "Meet Your Neighbor" of the June 2007 Surfside Gazette (p.13), describing many of his professional accomplishments. His wife, Shirley (Singer) Grayson, of blessed memory, was instrumental in maintaining the current Hawthorne Tot Lot as a recreational area rather than becoming another real estate lot.

Dr. Grayson was a very unassuming gentleman and spent the last years of his life tending to his garden, woodworking, independent learning (via video teaching tutorials) and extending kindness to those around him.

I would like to propose that our Town of Surfside name a street after Dr. Grayson, perhaps by applying a secondary name to an existing street. His son, Bill Grayson, still lives in the home in which Dr. Grayson lived: 9045 Bay Drive. This part of Bay Drive would actually be the perfect street to honor him. It is the street running along the east side of the Hawthorne Tot Lot and is often confused as Hawthorne Avenue, as Bay Drive also continues on the west side of the Tot Lot.

I would very much appreciate being provided direction to how this idea may become a reality. I truly think it would be a tremendous honor to the memory of such a beautiful and accomplished Surfside resident, Dr. Robert Grayson, of blessed memory.

Dorit Weintraub
9081 Bay Drive
Surfside, FL 33154
hm 305-867-9398
cell 786-390-8848
dbw8971898@aol.com

NOTE: Florida Public Records Law provides that most written communications to or from Municipal employees regarding town business are public records, available to the public and media upon request. Therefore, this e-mail message may be subject to public disclosure.



ATTACHMENT "C"

Miami Herald

Posted on Thu, Sep. 05, 2013

Dr. Robert Grayson, longtime pediatrician, dies at 94

By Carli Teproff

cteproff@miamiherald.com



Grayson family

Dr. Robert Grayson was a pediatrician on Miami Beach for almost 40 years.

As a pediatrician for almost four decades, Robert Grayson would do anything it took to help his patient — even give his own blood.

During the 1960s, Grayson was treating an infant girl who needed O-negative blood. There was none in the blood bank, so he rolled up his sleeve, had the nurse pump out his blood and, with his other arm, fed the blood into the girl's small body. It saved her life.

"That's the type of man he was," said his daughter, Jane Grayson. "He did whatever it took."

Robert Grayson, who treated hundreds of children from 1949 to 1986 as a pediatrician in Miami Beach and was active in the American Academy of Pediatrics, died Aug. 4 of lymphoma. He was 94.

Jane Grayson said her dad made a name around town for being able to "make it all better" for his patients and all the neighborhood kids, even after he retired in 1986.

"All the moms would send their kids to him with their boo-boos," his daughter said. "Kids were always knocking on our door."

Born in New Jersey on March 12, 1919, Robert Grayson grew up loving science and experimenting, his daughter said. When he graduated from high school, he got a scholarship to Princeton University, where he graduated in 1940. He then went to Columbia University College of Physicians and Surgeons.

While a student at Princeton, he met Shirley Singer at a party.

"My mom said he was very charming," said Jane Grayson, whose mother died in 2003.

The couple married in November 1942, but shortly afterward he enlisted in the Army. He remained in medical school, and then served in Hershey, Pa., performing induction exams for new members of the armed forces.

After Grayson left the Army, he studied pediatrics at Duke University before coming to Miami Beach, his wife's hometown. The couple and their two children moved to Surfside, and he set up practice in a converted house on 71st Street. He quickly became known as the neighborhood pediatrician.

Joan Bornstein met Robert Grayson at a Miami Beach temple in the late 1950s and immediately chose him as her child's doctor. In 1958, she brought her son David in, and soon learned that her son had lymphoma.

"He picked David up off the table, told everyone in the waiting to go home and carried him to the car," Bornstein said. "He stayed with him at the hospital and did everything he could."

She said that for the next six months — until the day David died — Robert Grayson wrote letters to other doctors, researched the disease and never gave up his quest to save the child's life.

"He was more than just a pediatrician," Bornstein said.

For Norma Orovitz having Robert Grayson as a pediatrician made being a new mother a little easier.

Two weeks after her daughter Judy was born in 1964, Grayson visited Orovitz at her home instead of having her come to the office.

"He wanted to see her in her natural environment," she said. "He was very reassuring, which I needed."

Shirley Press, also a pediatrician, met Grayson in the late 1970s through the Greater Miami Pediatric Society, and would cover for him when necessary. She said she remembers him in 1979 showing her an index card catalog in filing cabinets with information on different poisons and how to treat overdoses.

"He was a real visionary," she said.

After Grayson retired, he remained active with the American Academy of Pediatrics. He took several leadership roles, including one that led to the formation of 15 poison-control centers in Florida.

He loved to travel, and visited China, Indonesia and the Galapagos Islands. Jane Grayson said her dad climbed Machu Picchu in his 70s.

"He was fearless," she said.

He also took pride in his rose garden and bromeliads in his back yard.

"He was good at everything he did," she said.

In addition to his daughter, Robert Grayson is survived by his son, Bill.

Services were private.



**Town of Surfside
Town Commission Meeting
October 8, 2013**

DISCUSSION ITEM MEMORANDUM

Title: “Comprehensive Town Plan RFP”

Objective: To provide consolidated and comprehensive plans for all that is taking place in Surfside, both proposed, rumored, and known for the Collins and Harding Avenue corridor, concentrating on the three blocks between 93rd Street and 96th Streets. Protecting and addressing public interest and various ‘quality of life’ issues such as: Parking, safe beach access, beach facilities (bathrooms), handicap access, “expand the business district south on Harding Ave.” as well as many others. Determine the obvious and unintended consequences as best possible such as: traffic, maintenance/cleanliness issues, protecting natural resources (Dunes and beach-walk). We cannot afford to get this wrong – this is not a patchwork quilt - we need a comprehensive, strategic plan and vision; particularly for this section of Town. Contracting with an independent Urban Designer and/or Landscape Architect will help ensure achieve these goals – hopefully so.

Consideration: Recently the Town Commission has voted to reject proposals (not pay to have done). One, “Zoning Code Update” for \$35,000 (thirty five thousand dollars) and two: Sign and Awning Code Update for \$15,000 (fifteen thousand dollars). I believe the Commission’s majority message and concern is this: Put items out/open to bid to determine highest/best value and address concerns specified in the above “Objective.”

Action: I am asking the Commission to give direction to the Town Manager and Town Attorney to establish qualifications (RLA, ASLA, AICP, etc.) and prepare a RFP (Request For Proposal).

Additional Info/Note: Importance: High

Approximate Cost: Minimal to ascertain information (RFP) stated above under “Action.”

Thank you for your consideration;

Respectfully,

Joe Graubart, Commissioner



TOWN OF SURFSIDE

MUNICIPAL BUILDING
9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154-3009
Telephone (305) 861-4863

TOWN COMMISSION DISCUSSION ITEM

From: Commissioner Marta Olchyk

Agenda Item: # 9F

Agenda Date: October 8, 2013

Subject: Resolution No. 12-2092 – Expenditures over \$8,500

Discussion: Review Resolution No. 12-2092 which requires Town Commission approval of expenditures which exceed the Town Manager's spending authority. (See Attachment "A")

RESOLUTION NO. 12-2092

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA REQUIRING ANY EXPENDITURES OVER \$8,500 TO BE APPROVED BY THE TOWN COMMISSION THROUGH A RESOLUTION; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO TAKE ANY NECESSARY ACTION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, generally, for the sake of clarity, transparency, and to facilitate the process of record-keeping, good government practice dictates that local government entities approve expenditures through a resolution; and

WHEREAS, on occasion, the Town Commission has voted on expenditures through a motion to accept the "points of light"; and

WHEREAS, except for items that come within the Town Manager's spending authority (\$8,500), it is proposed that it is in the best interest of the Town to adopt a policy that expenditures should be the subject of a written resolution and should include the supporting materials, i.e., a purchase order or contract and be placed and be included under the "Resolutions" portion of the agenda; and

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

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

Section 2. Approval. The Commission hereby requires that all expenditures in an amount that exceeds the Town Manager's spending authority be approved by Resolution which shall include the supporting back-up materials including but not limited

to a purchase order or contract as well as disclosure of the funds or line items in the budget being appropriated.

Section 3. Authorization of Town Officials. The Town Manager and Town Attorney are hereby authorized to take all steps necessary to complete the execution of the terms of this Resolution.


Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 12th day of June, 2012.

Motion by Commissioner Kligman, Second by Commissioner Olchyk

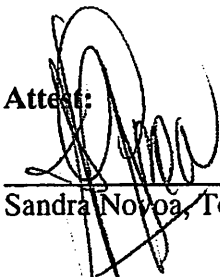
FINAL VOTE ON ADOPTION

Commissioner Michelle Kligman	<u>yes</u>
Commissioner Sheldon Lisbon	<u>yes</u>
Commissioner Marta Olchyk	<u>yes</u>
Vice Mayor Michael Karukin	<u>yes</u>
Mayor Daniel Dietch	<u>yes</u>




Daniel Dietch, Mayor

Attest:



Sandra Novoa, Town Clerk

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



Lynn M. Dannheisser
Town Attorney



TOWN OF SURFSIDE

MUNICIPAL BUILDING
9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154-3009
Telephone (305) 861-4863

TOWN COMMISSION DISCUSSION ITEM

From: Commissioner Marta Olchyk

Agenda Item: # 9G

Agenda Date: October 8, 2013

Subject: Food at Town Meetings

Discussion: On the amount of money the Town spends on providing food at Town meetings and setting a limit on how much money will be spent.



Town of Surfside Commission Communication

Agenda Item#: 9H
Agenda Date: October 8, 2013
Subject: Biscaya Drainage Options

Background: During the April/May 2013 timeframe, Surfside experienced several weeks of high intensity short duration rainstorms in conjunction with spring high tides. A result of the newly sealed sanitary sewer system which did not allow excess rainfall to flow into the sanitary sewer system, the flooding during these high tide-high intensity storms increased the duration of temporary flooding on Biscaya Island.

A neighborhood meeting was held at Town Hall on June 5, 2013 to discuss the drainage issues on Biscaya Island. The meeting began with a discussion regarding the current Water/Sewer/Storm Drainage Project and an explanation that the drainage portion of the project was being funded by FDEP in order to improve water quality entering Biscayne Bay, and was not solely a service/performance project. It was also explained that the added work performed on Biscaya Island with regard to improving the existing drainage conditions was the correction of major deficiencies in curb and driveway elevations, improve the roadway profile, and service and clean the existing storm water catch basins. Also, the drainage system (catch basins and culverts) was again inspected the week of June 5, 2013 to ensure that the system was not damaged during construction. The residents provided input and discussion was held regarding potential solutions including the construction of a drainage pump station, outfall upsizing and other alternatives ensued. At the conclusion of the meeting, Staff directed the Town/CGA to schedule meetings with the permitting agencies having jurisdiction to discuss possible modifications which would increase the level of drainage service to the island.

The Town held one meeting and one teleconference to date with Miami Dade RER (DERM) and SFWMD, respectively. The outcome of the Town's meeting with the County resulted in the County agreeing to be receptive to SFWMD's decision on waiving water quality treatment, and if so the County would most likely recommend a variance to the County's requirement to provide water quality as well. This is promising news should the Town decide to move forward with the design, permitting and construction required to upsize the current drainage outfall(s) on Biscaya Island.

On July 12, correspondence was delivered to Biscaya Drive residents informing them of the status of the Town's efforts/investigation of drainage conditions and solutions.

Analysis: Three options have been prepared to improve drainage conditions. The options have price variances and thus varying performance/levels of service. The three options (prepared by Bob McSweeney, PE from CGA) are as follows:

1. Interconnect Island Drainage Systems: Interconnect the two existing drainage systems on the island (east-west run with north-south run).
 - a. Cost Estimate = < \$250,000
 - b. Pros
 - i. It is reported that the east-west run drains properly and quickly (although there has been one (1) recently identified misaligned / settled joint) after rain events, and that the north-south (or northeast-southwest) run is the problematic area / system. This interconnect will provide the north-south system a relief or an ability to flow into the east-west run to utilize an additional outfall to convey the storm water to the Bay. This will in turn decrease the duration of flooding / standing water on the Island after high intensity rain events.
 - ii. Lowest cost of the three solutions.
 - iii. Least amount of milling of asphalt, demolition of curb and disturbance of landscaped and hardscape areas within the right of way.
 - iv. Previous meeting with permitting agencies received positive feedback on the possibility of this solution being permitted via a letter of exemption.
 - c. Cons
 - i. This solution is susceptible to tidal fluctuations (even with proposed flap gates if provided).
 - ii. This solution relies on gravity drainage and will not increase storm water conveyance as quick as a pumped solution.
 - iii. This solution will disrupt access to a majority of the island's properties.
2. Increase Existing Culvert Size(s): Increase the diameter of the existing drainage culverts / pipes located under the streets/curbs/right of way of Biscaya Island that currently outfalls to both the north end and the east end of the island.
 - a. Cost Estimate = \$250,000 to \$450,000
 - b. Pros:
 - i. Increased pipe size and structures will allow for a larger volume of water to be conveyed off of the streets from the curb and gutter collection system, and finally out into the Bay.
 - ii. Potential to significantly reduce the period of flooding/standing water after high intensity rainfall events.
 - iii. Best cost to benefit solution of the three presented options. Pipe size increase(s) can be limited to one (1) of the two (2) non-connected outfall systems currently serving the island as the recently experienced flooding occurred more so at one location.

- iv. Previous meeting with permitting agencies received positive feedback on the possibility of this solution being permitted via a letter of exemption.
- c. Cons:
 - i. This solution is susceptible to tidal fluctuations (even with proposed flap gates if provided).
 - ii. This solution relies on gravity drainage and may not increase storm water removal / conveyance as quick as a pumped solution.
 - iii. It is not the lowest cost of the three options.
 - iv. This solution will require milling pavement, demolition of curb and disturbance of landscaped and hardscape areas within the right of way.
- 3. Pumped Drainage System: Install a drainage pump station with injection well at the northeast terminus of Biscaya Island (at / in cul-de-sac), line or replace existing drainage systems, and interconnect the two (2) existing drainage systems (mentioned in option 2 above).
 - a. Cost Estimate = \$650,000 to upwards of \$900,000
 - b. Pros
 - i. Pumped solution will provide for the greatest reduction in flooding / standing water and the quickest duration.
 - ii. Pumped solution is not susceptible to current tidal fluctuations.
 - c. Cons
 - i. Highest cost of all three solutions.
 - ii. Ongoing increased operating costs (increased maintenance on pumps/panels and electrical consumption of pumps).
 - iii. Will require area for above ground electrical distribution and control panels.
 - iv. Will require milling of asphalt, demolition of curb and disturbance of landscaped and hardscape areas within the right of way.
 - v. Meeting with permitting agencies did not receive positive feedback on the possibility of this solution being permitted via a letter of exemption. This solution would likely require a full permitting process through Miami Dade County DRER (fka DERM) and SFWMD.
 - vi. Electrical power upgrades may be required for pump station and have not been factored into proposed cost(s); cost could be significantly higher.

Conclusion: The above proposals are for the work to be performed by a contractor. Public Works is currently identifying cost reductions (particularly for options 1 and 2 above) associated with the Public Works crews undertaking the project, excluding paving, landscaping and some hardscape.


Michael P. Crotty, Town Manager

MPC/dh



Town of Surfside Commission Communication

Agenda Item # 9I

Agenda Date: October 8, 2013

Subject: **Matrix Comparing: "Notice of Violation" vs. "Civil Citation"**

Background:

At the August 13, 2013, Town Commission meeting the Administration was directed to provide a comparison of the Civil Citation procedures currently being used by the Code Compliance Division (pursuant to Town Code) and other enforcement alternatives that may be available to the Town. On September 17, 2013, a detailed report was provided to the Commission outlining the differences between the Civil Citation process and an alternative Notice of Violation process, along with several other enforcement options available in the Town Code. At that time, staff was directed to provide a matrix detailing the comparative timelines for each. Additionally, a request to provide recommended fine schedules, maximum compliance periods, and other available enforcement alternatives in the event of continued non-compliance.

Attached hereto is a matrix (Exhibit "A") comparing the two processes. Also attached are recommendations on fine schedules and compliance periods (Exhibit "B"). Additionally, the more comprehensive report, with recommendations, provided to the Mayor and Town Commission on September 17, 2013, is also attached (Exhibit "C"). Below are some additional, more punitive alternatives that may be considered in the event of continued non-compliance.

Additional Enforcement Alternatives:

Town Code Section 15-17 also provides that in addition to the powers and authority given to the code compliance officers and special magistrates, the Town may, in its discretion, exercise any powers given to municipalities or their special masters by the

Florida Constitution and Florida Statutes. Alternatively, the Town may be able to enforce compliance for any code violation, including issues of health, safety and welfare, through other available legal means. These may include foreclosing on liens, filing to seek injunctive relief in a court of competent jurisdiction, or utilizing the procedures set forth in section 15-19 (summarized below). The Town Attorney should be consulted on these processes.

Section 15-19, provides that the Town may abate a code violation when: 1) voluntary correction by the property owner could not be attained; or 2) a courtesy notice of violation to the property owner has been issued pursuant to Chapter 15 of the Town Code, and the required compliance has not been completed by the date specified; or 3) the violation is considered a public nuisance and subject to summary abatement.

Analysis

As previously recommended in prior reports, with the limited staff and resources available to the Code Compliance Division it is considered that the Civil Citation process is by far the most effective and efficient manner in which to address code violations in the Town.

The Notice of Violation process requires a tremendous amount of work by the code officers, on the front end with little impact to the alleged violators. The only “teeth” the process provides rests with a Special Magistrate’s decision at a hearing, which historically occurs only after additional time to comply has been granted. This puts the Officer in a position to do multiple inspections, generate multiple notices, and prepare for hearings, which may all be moot if a violator complies after receiving multiple extensions of time with all the costs, including staff time and resources, borne strictly by the Town.

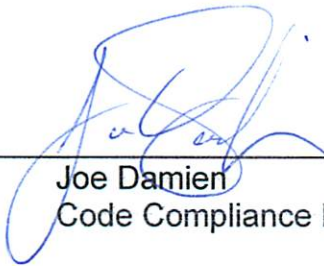
Some of the questions that need to be addressed as we move forward are:

- How much time should be allowed for compliance?
- Should violators be required to pay a fine for non-compliance, after a reasonable compliance period is provided?
- How much of a fine should be imposed for failure to comply?
- Should that fine run on a daily basis until compliance is attained?
- What course of action should be taken if a violator does not comply after a reasonable amount of time for compliance has been granted?
- Should liens be imposed for failure to comply and pay fines?

The response to these questions should serve to facilitate the discussion at the November Special Commission Meeting to address Code Compliance priorities initially discussed at the April 17, 2013, Workshop, and facilitate the discussion as to which process is ultimately considered as a primary enforcement tool.

Conclusion:

The Town Commission will hold a meeting in November 2013, specifically to address Code Compliance priorities. Staff recommends that no interim changes be made in code enforcement procedures prior to this meeting.



Joe Damien
Code Compliance Director



Michael Crotty
Town Manager

Notice of Violation vs. Civil Citation Timeline Comparison

STEPS	DAYS ELAPSED	NOTICE OF VIOLATION PROCEDURE	DAYS REQUIRED	DAYS ELAPSED	CIVIL CITATION PROCEDURE	DAYS REQUIRED
1	1	A violation is witnessed by an Officer	1	1	A violation is witnessed by an Officer, and initial Notice is issued (posted)	1
2	2	An NOV is generated and sent via Certified Mail	1	31	The initial Notice allows for a compliance period (not to exceed 30 days)	30
3	7	Time for mail to travel and be received	5	32	Reinspect after the compliance period expires	1
4	37	Compliance Time (maximum allowed by Code)	30	33	If no compliance a Civil Citation (CVN) is issued and sent via Certified Mail (may be hand delivered, or posted on the Property and at Town Hall). No additional time to comply is required.	1
5	38	Reinspect after the compliance period expires	1	38	Time for mail to travel and be received (20 day appeal period begins*)	5
6	40	If no compliance, prepare for Special Magistrate Hearing.	2	53	Currently the Town has provided for additional time in the CVN (Not Required by Code)	15
7	42	A Notice to Appear is generated and sent via Certified Mail to Violator	2	54	Reinspect after the compliance period expires	1
8	47	Time for mail to travel and be received	5	58	20 day appeal period expires* and fines begin to accrue.	4
9	48	Reinspect day before hearing	1	59	Reinspect after the compliance period expires	1
10	78	Time lapsed between request for hearing and actual hearing date (best case scenario)	30	61	If no compliance attained, fine begins to accrue. Affidavit of non-compliance has to be generated and sent to Special Master Clerk.	2
11	78	Reinspect after the compliance period expires		63	Notice of Intent to lien (20 days after their receipt of Notice) must be sent to Violator certified mail.	2
12	79	Hearing is held. Magistrate generally allows for additional time for compliance. If not complied fine may ensue.	1	68	Time for mail to travel and be received	5
13	109	Additional time that was granted for compliance.	30	88	Required 20 day period after Intent to Lien is received by Violator.	20
14	110	Reinspection to confirm compliance	1	89	Reinspect for compliance	1
15	112	If no compliance attained, fine begins to accrue. Affidavit of non-compliance has to be generated and sent to Special Master Clerk.	2		We either use abatement procedures, foreclose on the lien (within 20 years), or seek other injunctive relief through the courts.	
16	114	Notice of Intent to lien (20 days after receipt of Notice) must be sent to Violator Cert.Mail	2		If and when compliance is attained, the Respondent may request a mitigation hearing.	
17	119	Time for mail to travel and be received	5		Fines would need to be paid to the Town before any release of lien should be granted.	
18	139	Required 20 period after Intent to Lien is received by Violator.	20			
19	140	Reinspect to confirm compliance status	1			
20	141	If non-compliance continues, the fine will continue to accrue and the lien remains and the Town may request second Special Magistrate Hearing to increase the fines.	1			
21	143	A Notice to Appear is generated and sent via Certified Mail to Violator	2			
22	144	Reinspect day prior to hearing	1			
23	174	Time lapsed between request for hearing and actual second hearing date	30			
24	175	Second Hearing is held. Magistrate generally may allow for additional time for compliance, may increase daily fine.	1			
		We either use abatement procedures, foreclose on the lien (within 20 years), or seek other injunctive relief through the courts.				
		If and when compliance is attained, the Respondent may request a mitigation hearing.				
		Fines (as may be mitigated) would need to be paid to the Town before any release of lien should be granted.				

Compliance Periods & Fines Prior to Enforcement of Daily Penalty for Commonly Occuring Violations (for Discussion)

ISSUE	COMPLIANCE PERIOD BEFORE PENALTY	PENALTY PER DAY
Grass Overgrowth***	5 Days	\$100
Hedges in R-O-W	30 days	\$25
Exterior Maintenance	5 Days	\$25
Exterior paint	30 days	\$25
Alley cleanliness	1 day	\$100
Dumpster overflow	1 day	\$100
Awning Violations	15 days	\$25
Window signs (Temporary)	1 day	\$25
Parapet Signs	15 days	\$25
Real Estate	5 days	\$25
Political Signs	1 Day	\$25
Construction Without Permit*		\$250
Stagnant Water/Unkempt Pools and Water Features	7 days	\$100
Barking Dogs	Immediate (after warning)	\$100
Unleashed Dogs*	Immediate	\$50
Unremoved Dog Feces*	Immediate	\$100
Littering*	Immediate	\$100
Noise (in general)	Immediate (after warning)	\$100

* One time penalty for immediate violation

** Maximum penalty provided by Town Code and/or State Statute	First Offense	Repeat Offense
	\$250.00	\$500.00

*** Depending on the season grass may reach overgrowth height within 10-15 days of cutting. By the time we respond action must be swift or overgrowth will reach levels that are costing the Town well above that which we are permitted to collect \$125.



Town of Surfside Commission Communication

Agenda Item #

Agenda Date: September 17, 2013

Subject: Comparison of Code Compliance Processes: "Notice of Violation" vs. "Civil Citation" for Enforcement of Town Codes

Background:

Several members of the Town Commission have recently expressed concerns over the rate and pace at which civil penalties (fines) accrue on Civil Citations that have been issued by the Code Compliance Division. At the August 13, 2013, Town Commission meeting the Mayor and Town Commission directed the Administration to provide a comparison of the Civil Citation procedures currently being used by the Code Compliance Division (pursuant to Town Code) and alternatives that may be available to the Town based on Florida Statutes, and or other Town Code provisions.

Below is a summary of the comparison between enforcement methods currently contained in the Town Code and Florida Statutes that are, or may be available to the Town.

Statutory Authority

Chapter 162 of the Florida Statutes provides municipalities the authority to create administrative boards that may be granted the authority to impose administrative fines and other noncriminal penalties and to provide an equitable, expeditious, effective, and inexpensive method of enforcing any codes and ordinances in force in counties and municipalities, where a pending or repeated violation continues to exist. The intent of the Chapter is to promote, protect, and improve the health, safety, and welfare of the citizens of the counties and municipalities of the state.

A municipality may, at its option, create or abolish by ordinance local government code enforcement boards (or special magistrates). A municipality may, by ordinance, adopt an alternate code enforcement system that gives code enforcement boards or special magistrates designated by the local governing body, or both, the authority to hold hearings and assess fines against violators of the respective county or municipal codes and ordinances. A special magistrate shall have the same status as an enforcement board.

Florida Statutes Chapter 162: Parts I and II

The Florida Statutes provides municipalities and counties two approaches for the enforcement of local ordinances, as well as allowing municipalities to create alternative enforcement methods. The two statutorily provided methods are: 1) under Part I of Chapter 162; and 2) under Part II of Chapter 162.

Part I provides for Notice of Violation (NOV) and Part II provides for a Civil Citation/Civil Violation Notice (CVN). One of the key differences is that under the NOV the daily fine is imposed by a Special Magistrate at a hearing (the Officer issuing the Notice does not determine the amount of the fine), while under the Civil Citation process the officer determines the amount of the fine, which begins accruing after the compliance period expires on the CVN expires.

Chapter 162 Part I: LOCAL GOVERNMENT CODE ENFORCEMENT BOARDS: (ss. 162.01-162.13)

Under the Notice of Violation procedure:

1. A violation is witnessed by an Officer
2. An NOV is generated and sent via Certified Mail
3. The NOV allows for a compliance period (not to exceed 30 days)
4. After the compliance period expires, if compliance is not attained the matter has to be set for hearing before a Special Magistrate.
5. At the hearing the Magistrate has the authority to impose a fine, or may allow additional time for compliance. The Magistrate may also set a new hearing date for a progress report, prior to considering imposition of a fine.
6. If a fine is imposed, it will continue to accrue until compliance is attained, and the Magistrate's Order may provide for a Lien to be filed.
7. If non-compliance continues, the fine will continue to accrue and the lien remains.
8. If and when compliance is attained, the Respondent may request a mitigation hearing.
9. Fines (as may be mitigated) would need to be paid to the Town before any release of lien should be granted.

**Chapter 162 Part II: SUPPLEMENTAL COUNTY OR MUNICIPAL CODE OR ORDINANCE
ENFORCEMENT PROCEDURES (ss. 162.21-162.30)**

Under the Civil Citation procedure:

- 1. A violation is witnessed by an Officer**
- 2. An initial Notice is issued (no fines)**
- 3. The initial Notice allows for a compliance period (not to exceed 30 days)**
- 4. After the compliance period expires, if compliance is not attained a Civil Citation (CVN) is issued and sent via Certified Mail, or hand delivered, or posted on the Property and at Town Hall. No additional time to comply is required.**
- 5. A fine may begin to accrue immediately, and continue on a daily basis, until compliance is attained.**
- 6. If the Respondent disagrees with the Officer's determination that a violation exists, the CVN provides for an appeal period of 20 days from the date of receipt of the CVN. This appeal would be brought to a Special Magistrate for a hearing.**
 - a. At the hearing the Magistrate will rule on the validity of the Violation.**
 - i. If valid, the Magistrate may rule and confirm the fines that have accrued and provide for a Lien to be imposed. The Magistrate may also toll the fines and allow for additional time to comply, and set a new hearing date for a progress report; or**
 - ii. If found invalid the case is dismissed.**
- 7. Fines will continue to accrue until compliance is attained.**
- 8. A notice is sent to the Respondent advising that fines are due, and that a lien will be imposed if the fines remain unpaid and the violations are not corrected.**
- 9. If the violation remains uncorrected and/or the fines are not paid a lien may be imposed.**
- 10. The lien may be foreclosed upon if no action is taken by the Respondent.**
- 11. If and when compliance is attained, the Respondent may submit a request for mitigation.**
- 12. Fines (as may be mitigated) should be paid to the Town before any release of lien should be granted.**

Although the Town Code allows the Town discretion to use other legally permitted enforcement mechanisms, the alternative enforcement procedure that has been adopted in the Town Code, and has been historically used for enforcement, is similar to that contained in Part II, of Chapter 162 of the Florida Statutes. That is the procedure currently being used by the Code Compliance Division.

Chapter 15 of the Town Code

The Code Compliance Division substantially follows the Town Code provisions found in Chapter 15. This procedure includes an initial written notice (e.g. Courtesy Notice) with time to comply. The Notice is either posted on the property, hand delivered or sent via first class U.S. Mail. If compliance is not attained, a Civil Citation is issued, which includes: 1) an additional compliance period; 2) provides for a Special Magistrate appeal process (if the violator disagrees with the Officer's determination); 3) a civil penalty (i.e. a fine) if compliance is not attained within the additional compliance period provided. The Town currently takes an additional step that is not required by Town Code which is to set Special Magistrate hearings for non-compliant Respondents which provides a venue to address their grievances. These hearings also allow the Town to confirm and support their findings by way of a Special Magistrate Order, confirming the fines, imposing a lien, and at times support abatement action.

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 (if no appeal is filed). At the hearing, the Magistrate does confirm that a default has occurred, confirms the imposition of the fine, and further confirms 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.

Additional Enforcement Powers

Town Code Section 15-17 also provides that in addition to the powers and authority given to the special masters, the Town may, in its discretion, exercise any powers given to municipalities or their special masters by the Florida Constitution and Florida Statutes. Alternatively, the Town may choose to enforce compliance for any code violation, depending on issues of health, safety and welfare, through the filing of an action, seeking an injunction in a court of competent jurisdiction or utilizing the procedures set forth in section 15-19.

Section 15-19, provides that the Town may abate a code violation when: 1) voluntary correction by the property owner could not be attained; or 2) a courtesy notice of violation to the property owner has been issued pursuant to Chapter 15 of the Town Code, and the required compliance has not been completed by the date specified; or 3) the violation is considered a public nuisance and subject to summary abatement.

Analysis

With the limited staff and resources available to the Code Compliance Division it is considered that the CVN (citation) process is by far the most effective and efficient manner in which to address code violations in the Town.

The NOV process requires a tremendous amount of work by the code officers, on the front end with little impact to the Respondents. The only "teeth" the process provides rests with a Special Magistrate's decision at a hearing, which historically occurs only after additional time to comply has been granted. This puts the Officer in a position to do multiple inspections, generate multiple notices, and prepare for hearings, which may all be moot if a violator complies after receiving multiple extensions of time with all the costs, including staff time and resources, borne strictly by the Town.

Some of the questions that need to be addressed as we move forward are:

- How much time should be allowed for compliance?
- Should violators be required to pay a fine for non-compliance, after a reasonable compliance period is provided?
- How much of a fine should be imposed for failure to comply?
- Should that fine run on a daily basis until compliance is attained?
- What course of action should be taken if a violator does not comply after a reasonable amount of time for compliance has been granted?
- Should liens be imposed for failure to comply and pay fines?

The response to these questions should serve to facilitate the discussion and provide insight as to which process is ultimately considered as a primary enforcement tool.

The Code Compliance Division will continue to strive 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 focuses on education, information, arriving at mutually agreed upon solutions to compliance, and working with the affected parties in achieving voluntary compliance.

Due to the limited staff, the more direct and efficient methods that are made available to attain these goals, the more cost effective it should be for the Town.


Budget Impact: Costs to create and implement new processes and amend Town Code. Additional staff time to process under new NOV procedures.

Staff Impact: A change to an NOV process would entail employing additional staff time to implement new NOV procedures, plus a revamping of the Division's procedural processes now in place. Moreover, the Town Code may need to be amended to include the new provisions, or to specify that the additional enforcement methods are being adopted directly from the Florida Statutes.

Conclusion: The Town Commission will hold a meeting in November 2013, specifically addressing Code Compliance. Staff recommends that no interim changes be made in code enforcement procedures prior to this meeting. The November meeting will be a follow-up on the April 17, 2013, Workshop on code issues. Attached is a report that was provided, but deferred, at the June 11, 2013, Commission Meeting addressing code compliance priorities, including input from three Commission members on their individual code priorities. Attached to said report, is an updated compilation of priorities that includes input from a fourth Commission member. This code compliance priorities report, plus this information on enforcement options (Notice of Violation vs. Civil Citation) should serve to facilitate discussions at the November meeting. In order to have a successful code compliance program, it is essential that clear policy be provided on the enforcement priorities; the compliance process; and fines/penalties.



Joe Damien
Code Compliance Director



Michael Crotty
Town Manager



Town of Surfside Commission Communication

Agenda Item#: 9J
Agenda Date: October 8, 2013
Subject: Parking Outreach

Background: The Parking Structure Feasibility Study was presented to the DVAC Parking Subcommittee (which includes members appointed by the Town Commission and the Town Manager) at their 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. 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 Study.

Staff began 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. At the June 24, 2013 DVAC meeting, the committee members provided ideas/suggestions on the community outreach/vision process. The item was also discussed at the two BID Property Owners/Business Operators meetings held on June 26, 2013. The Town Manager submitted a report on September 17 to the Town Commission addressing the first 120 days of employment. This report included strategic objectives going forward and included the following strategic objective:

Submit to the Town Commission, a report by October 8, 2013 on the outreach strategy regarding the Parking Structure Feasibility Study and the critical deficiency in parking in the Business District. Report will contain recommendations to the Commission including formally accepting the Parking Structure Feasibility Study; acknowledging the parking deficiencies identified in the study; directing Staff to initiate actions necessary to complete outreach and authorize Staff to prepare a report no later than April 1, 2014, containing detailed recommendations on parking facility improvements to address deficiencies including location; financing options and construction timeframes.

Analysis: Over my 35+ year career in public management, public outreach efforts (whether they be special, single top ad hoc committees; community partnerships or similar type initiatives) have been a key component of achieving successful outcomes on important community projects, particularly when the projects are resisted by or are concern to some in the community.

Lessons learned from these outreach efforts have led me to the understanding that these types of community based outreach efforts will only succeed if clearly defined vision and values are established and articulated. Of the two, vision is the easier of the two to achieve. Regarding parking in the business district and multi-family areas, we all can envision some type of parking strategy where adequate parking is available to meet the needs of the business district (business/property owners; customers and employees). Many studies, committees, community discussions, etc. have laid the ground work for community awareness for having a vision for addressing parking needs.

However, vision alone will likely not lead to a successful outcome. Value will get you across the finish line. What do I mean by value? Value is the articulation of what we care about and why. If value is not part of the process it is unlikely that the effort will be successful as there is reluctance (people like status quo) or a fear (unknown consequences) to change.

The Town Commission needs to continue to be an integral part of the defining "value" of this community initiative. Extraordinary time, effort and financial commitments have been made by the Commission in the business district over the past several years resulting in great value for the entire Surfside community.

Requested Action: What is needed from the Commission at this point? To move forward with the outreach, it is essential that the Commission empower the Staff by adding "value" to the outreach effort by:

1. Specifically acknowledging/validating the parking deficiencies in the business district; (shortage of parking spaces presents unacceptable conditions for business and customers and needs a comprehensive solution).
2. Supporting the outreach effort to develop a final report to be prepared no later than April 1, 2014 containing: detailed recommendations on parking facility improvements to address deficiencies including location; financing options and construction timeframes.
3. Recognition that the Commission retains the ultimate decision making authority in how the recommendations of the report are implemented, including method of approval.

Without the Commission's support of Items #1 and #2 above, Staff's outreach efforts will be significantly less persuasive and a successful outcome challenging. Item #3 was added to address concerns previously expressed regarding how to ultimately address this long standing community issue. A successful outreach effort will provide a clearer path for the Town Commission's ultimate action on approval, implementation and funding.


Michael P. Crotty, Town Manager

MPC/drh