



**Town of Surfside
Town Commission Meeting
November 8, 2011
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. Introduction of new Town Clerk, Sandra Novoa** – Roger M. Carlton, Town Manager **Page 1-3**

2. Quasi-Judicial Hearings (None)

3. Consent Agenda (Set for approximately 7:15 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 13, 2011 Commission Meeting Page 4-22**
- B. **Budget to Actual Summary as of August 31, 2011- Martin Sherwood, Finance Director Page 23-24**
- *C. **Town Manager's Report (Points of Light) – Roger M. Carlton, Town Manager Page 25-37**
- *D. **Town Attorney's Report – Lynn M. Dannheisser, Town Attorney Page 38-42**
 - 1. **Scheduling of Elections Seminar by Joe Centorino, Executive Director Miami-Dade County Commission on Ethics and Public Trust - Lynn M. Dannheisser, Town Attorney Page 43-44**
- E. **Projects Progress Report – Calvin, Giordano and Associates, Inc. Page 45-47**
- *F. **Purchase of New Parks & Recreation Truck – Tim Milian, Parks and Recreation Director Page 48-57**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE PURCHASE OF A FULL SIZE MAINTENANCE TRUCK FORD F-150 PIGGYBACKING OFF THE STATE FAC CONTRACT UP TO \$17,500 BUDGETED UNDER PARKS AND RECREATION ACCOUNT #001-6000-572-64-10 FOR FY 2011/2012; PROVIDING FOR AN EFFECTIVE DATE.

- *G. **Federal Grant Program – John Di Censo, Assistant Police Chief Page 58-75**

RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING THE TOWN MANAGER OF THE TOWN OF SURFSIDE TO APPLY FOR THE FEDERAL DRUG CONTROL AND SYSTEM IMPROVEMENT PROGRAM GRANT AVAILABLE THROUGH MIAMI-DADE COUNTY TO APPLY FOR, RECEIVE, EXPEND AND AMEND BYRNE/JAG FORMULA FUNDS AND EXECUTE AGREEMENTS WITH THE PURPOSE OF CREATING A RECORDS IMPROVEMENT PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.

4. Ordinances

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

A. Second Readings (Ordinances and Public Hearing)

None

B. First Readings Ordinances

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

None

5. Resolutions and Proclamations

(Set for approximately 8:00 p.m.) (Note: Depends upon length of Good and Welfare)

*** A. Garbage and Recycling Bills Appearing on TRIM Notice and Annual Ad Valorem Tax Bills - Martin Sherwood, Finance Director Page 76-82**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ELECTING TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS LEVIED WITHIN THE INCORPORATED AREA OF THE TOWN FOR THE COST OF PROVIDING RECYCLING SERVICES AND SOLID WASTE SERVICES; STATING A NEED FOR SUCH A LEVY; PROVIDING FOR THE MAILING OF THIS RESOLUTION TO REQUIRED OFFICERS AND DEPARTMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

B. Deco Bike, LLC (Bicycle Rental) Concession Agreement- Duncan Tavares, Tourism, Economic Development and Community Services Director Page 83-164

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AN CONCESSION AGREEMENT WITH DECO BIKE, LLC ; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO DO ALL THINGS NECESSARY TO IMPLEMENT THE TERMS OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

***C. Expanded Crime Prevention Initiative- David Allen , Chief of Police Page 165-169**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, PROVIDING FOR THE FISCAL YEAR 2011/2012 POLICE CONFISCATION FUND EXPENDITURE IN THE AMOUNT OF TWELVE THOUSAND DOLLARS (\$12,000.00); AND PROVIDING FOR AN EFFECTIVE DATE

D. 9501 Collins Temporary Construction Fence- Sarah Sinatra, Town Planner Page 170-173

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A WAIVER OF THE REQUIREMENTS FOR A SIX FOOT SETBACK AND ACCOMPANYING LANDSCAPING FOR A TEMPORARY CONSTRUCTION FENCE ALONG COLLINS AVENUE AND PERMITTING A GRAPHIC DEPICTING THE PROPOSED DEVELOPMENT ON THE TEMPORARY CONSTRUCTION FENCE FOR THE PROPERTY OWNER OF 9501 COLLINS AVENUE; 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**
- A. Compensation Adjustment for Town Manager- Mayor Daniel Dietch / Commissioner Marta Olchyk (alternative) [Deferred from September 13, 2011 Commission Meeting at the request of the Town Manager] Page 174-178**
- 9. Mayor, Commission and Staff Communications**
- *A. Children’s Movement of Florida- David Lawrence Jr. – [at the request of Vice Mayor Joe Graubart] (SET FOR TIME CERTAIN AT 8:15 PM)**
- *B. Severance and Employment Salary Policy Restrictions- Commissioner Marta Olchyk Page 179-182**
- C. Employee Appreciation Day- Vice Mayor Joe Graubart Page 183**
- D. “Shovel Ready Projects”- Vice Mayor Joe Graubart Page 184-186**
- E. Water Based Cooling Towers – Roger M. Carlton, Town Manager Page 187-192**

- F. Community Center Project Closeout** –Roger M. Carlton, Town Manager; Paul Gioia, Building Official; Bill Evans, Public Works Director; Tim Milian, Parks and Recreation Director **Page 193-205**
- G. Interlocal Agreement with Florida International University Metropolitan Center to Implement a Residential Satisfaction Survey (RSS) and a Citizen’s Academy**– Roger M. Carlton, Town Manager (October 11, 2011 Town Commission Meeting, Item 9 C) “ **Reconsideration**” at Request of Commissioner Kopelman **Page 206-218**

10. Adjournment

Respectfully submitted,



Roger M. Carlton
Town Manager

THIS MEETING IS OPEN TO THE PUBLIC. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS ARE DISABLED; WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE OFFICE OF THE TOWN CLERK AT 305-893-6511 EXT. 226 NO LATER THAN FOUR DAYS PRIOR TO SUCH PROCEEDING. HEARING IMPAIRED PERSONS MAY CONTACT THE TDD LINE AT 305-893-7936.

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 286.0105, FLORIDA STATUTES, ANYONE WISHING TO APPEAL ANY DECISION MADE BY THE TOWN OF SURFSIDE COMMISSION, WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD SHALL INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

AGENDA ITEMS MAY BE VIEWED AT THE OFFICE OF THE TOWN CLERK, TOWN OF SURFSIDE TOWN HALL, 9293 HARDING AVENUE. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE TOWN CLERK AT 305-861-4863. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE TOWN WEBSITE AT www.townofsurfsidefl.gov

TWO OR MORE MEMBERS OF OTHER TOWN BOARDS MAY ATTEND THIS MEETING.

THESE MEETINGS MAY BE CONDUCTED BY MEANS OF OR IN CONJUNCTION WITH COMMUNICATIONS MEDIA TECHNOLOGY, SPECIFICALLY, A TELEPHONE CONFERENCE CALL. THE LOCATION 9293 HARDING AVENUE, SURFSIDE, FL 33154, WHICH IS OPEN TO THE PUBLIC, SHALL SERVE AS AN ACCESS POINT FOR SUCH COMMUNICATION.



Commission Communication

Agenda Item #: 1G

Agenda Date: November 8, 2011

Subject: Introduction of Town Clerk – Sandra Novoa

It is a pleasure to announce that Sandra Novoa has been selected as the Town Clerk for the Town of Surfside. With more than 11 years of municipal government experience, Sandra Novoa is well versed in municipal operations, Florida Statutes and State Regulations that govern the Clerk's office.

Sandra's career began with the Florida Department of Labor where she worked as an Intake Specialist for the Unemployment Compensation Division (1996-1997). She later was offered the opportunity to work for the City of Sweetwater as a Program Manager for their senior center (1999-2001) and Senior Center Program Director (2001-2007). It was during this time that Sandra was afforded the opportunity to develop her customer service, communication, special event planning and grant writing skills.

Her career advancement took her to the City of North Bay Village as Deputy City Clerk/Human Resources Officer (2007-2009) and later to the Town of Miami Lakes as Deputy Clerk (2009-September 2011).

Sandra has accomplished the CMC designation and is close to receiving her MMC designation. Sandra is a current member of Florida Association of City Clerks (FACC), International Institute of Municipal Clerks Association, Miami-Dade Municipal Clerk Association (MDCMCA), and Florida Association of Business Tax Officials (FABTO).

The process for selection required review by Yamileth Slate-McCloud of more than 1000 resumes which were delivered either in hard copy or electronically. Twenty five (25) applications were reviewed by a Selection Committee that included: John Di Censo, Duncan Tavares, and Yamileth Slate-McCloud.

Please join me in welcoming Sandra to the Surfside family.

Roger M. Carlton
Town Manager

Sandra Novoa

1580 West 56 Pl
Hialeah, FL 33012
Mobile: 305-345-6082

PROFESSIONAL OBJECTIVE

A highly dedicated management professional with eleven years of government experience in developing progressive programs in a challenging environment.

EXPERIENCE

Town of Miami Lakes
11/2009 – Present

DEPUTY TOWN CLERK

- Maintain custody of municipal records, including Ordinances, Resolutions, and Contracts.
- Attend all Town Council Meetings and serve as assistant to the Town Clerk during meetings.
- Assist in the preparation, duplication and distribution of meeting agendas and back up materials.
- Serve as Acting Town Clerk during Town Council meetings, in the absence of the Town Clerk.
- Prepare all Town Council minutes for approval and adoption.
- Coordinate all Public Records Request.
- Maintain all records in electronic format for better access and best records management.
- Experience in the set up and implementation of NovusAgenda.
- Process all Lien Search requests.
- Certify and process all documents to recording with Miami Dade County.
- Assisted the Town Clerk with all aspects of Municipal Elections.

City of North Bay Village
04/2007 – 11/2009

DEPUTY CITY CLERK / HUMAN RESOURCES

- Prepare merit increases and cost of living for all employees
- Change Forms (Promotion, Terminations, etc)
- Input all information into ADP payroll system
- Responsible for all new hire process
- Run payroll from START to FINISH when needed
- Handle all Community Hours Requests (Schools and Court mandated)
- Responsible for all on the job injuries (Workers' Compensation)
- Manage all COBRA and FMLA request
- FRS (Florida Retirement System) and ICMA loans request
- Life Insurance (changes, additions, deletions)
- Health/Dental Insurance (changes, new hires, termination, employees personal requests)
- Organize annual health fairs and open enrollment (Health, Dental, AFLAC, PRE-PAID Legal Services, etc)
- Manage all vehicle accident claims and reimbursements
- Work on reimbursement packages for City Grants
- Process Passports
- Maintain custody of municipal records, including Ordinances, Resolutions, and Contracts.
- Assist in the preparation, duplication and distribution of meeting agendas and back up materials.
- Prepare all Town Council minutes for approval and adoption.
- Coordinate Public Records Request with the Town Clerk.

City of Sweetwater
01/2001 – 04/2007

SENIOR CENTER PROGRAM DIRECTOR

- Responsible for compiling all information and creating the operating budget of the Senior Center.
- Manage daily activities of the Senior Center
- Evaluate employee's annual performance
- Develop Elder Affairs programs and Policies
- Responsible for the administration of grants.
- Responsible for the administration, supervision and submittal of all reports for capital projects.

City of Sweetwater
07/1999 – 01/2001

SENIOR CENTER PROGRAM MANAGER

- Data entry of all client's files
- Prepare purchase orders and check requests for Director's signature
- Coordinate with vendors on all of the purchasing

Miami Dade Community College
1998 – 07/1999

CLERK
Children and Families (WAGES Division)

- Manage all intake and orientation for all new clients
- Data entry into WAGES system
- Supervise client's compliance on a monthly basis.

EDUCATION

Certified Municipal Clerk (CMC)
International Institute of Municipal Clerks (IIMC)

Certified Business Tax Official (FABTO)

Society for Human Resources Management Certificate

FMLA Compliance Certificate
Public Records Management Certificate

Supervisory Certification Program
Miami Dade County

Grant Specialist Program
Florida International University

Enrolled in the Masters Municipal Clerk (MMC) Program
International Institute of Municipal Clerks (IIMC)

High School Diploma
Hiialeah Senior High

ORGANIZATIONS

- Society for Human Resources Management
- Florida Association of City Clerks
- Florida Association of Business Tax Officers
- Florida Records Management Association
- International Institute of Municipal Clerks
- Treasurer of the Miami Dade County Municipal Clerk's Association

REFERENCES

Professional and personal references available upon request.



**Town of Surfside
Town Commission Meeting
September 13, 2011
7 p.m.**

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

NOTE: ITEM # 6 GOOD AND WELFARE WILL BE MOVED TO 7:15PM

1. Opening

A. Call to Order 7pm

Mayor Dietch called the meeting to order at 7pm.

B. Roll Call of Members

Recording Clerk, Sarah Johnston called the roll; all members were present at roll call.

C. Pledge of Allegiance

Chief Allen led the pledge of allegiance.

D. Mayor and Commission Remarks –

Mayor Daniel Dietch opened the meeting and asked members of the Commission if they had any comments or remarks.

Commissioner Karukin thanked staff for raising the flag for the upcoming POW MIA Day, and he reminded Town residents to fill out the permission slips for the water and sewer project.

Vice Mayor Graubart thanked everyone involved in the 9/11 ceremony, particularly, Chief Allen, Assistant Chief Di Censo, Public Works Director Bill Evans, and the Color Guard.

Mayor Dietch addressed an anonymous email he recently received, specifically addressing the allegations made in the email. He extended an invitation to attend a Town Meeting he is sponsoring on Wednesday, October 5, 2011 at 7pm at the Town Hall, the meeting will be televised and is intended to answer resident questions and concerns.

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

Commissioner Olchyk requested item 3C on page 83 (Citizens Academy) to be pulled from the consent agenda.

Vice Mayor Graubart requested that items 3C (Citizens Academy) and 3E (progress report for projects occurring in Town) on page 93 be pulled from the consent agenda. Commissioner Karukin asked that he be able to co-sponsor item 3F (Alzheimers Proclamation) on page 96 and requested item 14 on page 60 (Citizens Academy and Residential Satisfaction Survey), be pulled.

F. Community Notes – Mayor Daniel Dietch

Mayor Dietch announced the following:

- There will be a Survival Mindset Meeting (sponsored by the Police Department) on Tuesday, September 20, 2011 from 6-9pm in the Town Hall Commission Chambers.
- The next Eye on Surfside meeting will be September 27, 2011 at 6pm in the Police Training Room.
- There is a Crime Expo on October 2, 2011 from 1-5pm at the 94th Street Parking Lot.
- Registration is still in progress for the Fall Parks and Recreation programs.
- The Community Center pool hours are Monday through Thursday from 9am until 6pm and Friday through Sunday from 9am until 7pm.
- There will be the Surf-Bal-Bay Farmers Market on September 18, 2011 from 9am until 2pm. There will be no Farmers Market on September 25, 2011 and October 2, 2011. The Farmers Market will continue on October 9, 2011.
- The Surfside Urban Gardeners will meet September 21 at 7pm in the Manny Crawford Conference Room.
- There is the 2011 Miami Dade Coastal Clean-Up (for Surfside the location is at the beach at 93rd Street) on September 17, 2011 from 9am until 12pm-they have asked for volunteers to arrive at 8:45am.

Vice Mayor Graubart announced on behalf of the Tourist Board, that it is the last month for Surfside Spice.

Mayor Dietch acknowledged former Mayor Eli Tourgeman in attendance.

Mayor Dietch opened Good and Welfare at 7:11pm:

Resident, Melissa Moonves-8842 Emerson Avenue, spoke as a representative of the Surfside Urban Gardeners Association. She announced that she is the President, Diana Morillo is the Vice President, and Jessie Flax is the Treasurer, the organization has a mailing list of about 35 people and the average meeting attendance is 15-20 people. She told the Commission that the organization is registered with the State of Florida and the IRS as a non-profit community organization. She went over the organization goals and invited everyone to attend the next meeting on Wednesday, September 14, 2011 in the Manny Crawford Conference Room.

Resident, Barbara Cohen-9341 Collins Avenue, complimented the Town and Public Works Director, Bill Evans in handling the recent water and sewer force main upgrade on Collins Avenue.

Good and Welfare was closed at 7:15pm.

2. Quasi-Judicial Hearings (Set for approximately 7:30 p.m.)

Please be advised that the following item on the Agenda is Quasi-Judicial in nature. If you wish to object or comment upon an item, please complete a Public Speaker's Card indicating the agenda item number on which you would like to comment. You must be sworn before addressing the Town Commission and you may be subject to cross-examination. If you refuse to submit to cross-examination, the Town Commission will not consider your comments in its final deliberation. Please also disclose any Ex-Parte communications you may have had with any Commission member. Commission members must also do the same.

*** A. Resolution for Grand Beach Hotel, Surfside- Lynn M. Dannheisser, Town Attorney Page 1-33**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ("TOWN") APPROVING A SITE PLAN APPLICATION, PURSUANT TO SECTION 90-41 ET SEQ. OF THE ZONING CODE TO PERMIT A 341 ROOM HOTEL AND PARKING GARAGE AND CONDITIONAL USES TO CONSTRUCT TWO ROOFTOP JACUZZI'S AND TWO SWIMMING POOLS ON THE WEST BUILDING ON THE SITE, AND CONDITIONAL USES TO ALLOW OUTDOOR DINING, A SPA WITH TWO JACUZZI'S AND TWO LOBBY LEVEL SWIMMING POOLS, A HOTEL BAR ON THE ROOF LEVEL, AND A SWIMMING POOL AND TWO JACUZZI'S ON THE ROOF ON THE EAST BUILDING ON THE SITE (ALL AMENITIES ARE A PART OF THE HOTEL) SUBMITTED BY M.B. DEVELOPMENT, LLC., (THE "APPLICANT"), ALL ON THE PROPERTY LOCATED AT 9449 COLLINS AVENUE AND 9418 COLLINS AVENUE, SUBJECT TO CERTAIN CONDITIONS, AND MORE PARTICULARLY DESCRIBED IN EXHIBIT "A"; AND PROVIDING FOR AN EFFECTIVE DATE.

Recording Secretary Sarah Johnston read the title.

Town Attorney Lynn Dannheisser read a statement explaining the Commission's role in the quasi-judicial hearing. She outlined the procedures for quasi-judicial hearings as adopted by the Town in 2006 in Ordinance No. 06-1463. She indicated the resolution was for a site plan approval and all conditional uses unless specified otherwise. She explained that on June 30, 2011 the Development Impact Committee (DIC) heard the application and referred the application to the Planning & Zoning Board and the Design Review Board with conditions. She said that on July 28, 2011 the Planning & Zoning and Design Review Board heard and reviewed the application and they referred the application to the Town Commission with additional conditions [included in the

resolution]. She asked that the Commission to carefully consider all substantial competent evidence and that each member vote individually and state reasons and basis for their decisions.

Mayor Dietch indicated that any ex-parte communications from himself and any members of the Commission have been provided to Town staff and asked that if there was any communication not reported such communication should be stated orally for the record.

Commissioner Kopelman stated that he has seen the site plan application and visited the Applicants Hotel in Miami Beach but has not received any communication from the Applicants.

Vice Mayor Graubart stated that he has received emails in support and opposition of the project; he has spoken with residents only and not to anyone representing the project.

Commissioner Olychk stated that she went with Town Attorney Lynn Dannheisser to the Applicants' Hotel in Miami Beach and [during that visit] made comments regarding valet parking but has not spoken with anyone since then, other then receiving emails from residents in support and opposition of the project.

Commissioner Karukin stated that he has visited the Applicants' Miami Beach Hotel and he has received emails from people in support and in opposition.

Mayor Dietch said that he has been to the Applicants' hotel in Miami Beach and received emails in support and opposition.

Acting Town Clerk John Di Censo has received emails in support and opposition of the project.

Kent Harrison Robbins, an attorney representing the Azure Condominium requested a continuance of this hearing. He has previously sent letters to the Commissioners and Town Attorney. He stated that he believes certain documents should have been produced prior to hearing and were not. He cited a letter submitted to the Commissioners and referenced the last page of the letter where the Development Impact Committee had listed certain conditions adopted at the Planning & Zoning Board Meeting and he claimed no recorded unity of title was submitted as required in the conditions.

Mayor Dietch asked when he made his requests.

Kent Harrison Robbins stated that he reviewed all documents before the hearing and claimed it (recorded unity of title) was not produced. He cited item 24 asking for a legal opinion and claimed no legal opinion was provided prior to the hearing. He also cited item 5 (referring to the traffic study) claiming it was insufficient and the Applicant was

required to provide a traffic study and items specifically required were not included the traffic study. He said the study he received shows that the analysis was not done, and the requested written recommendations from the Planning & Zoning Board were not provided.

Lynn Dannheisser responded to allegations regarding public records requests. She said that the unity of title was received by the Town before the Development Impact Committee meeting and the Planning & Zoning meeting, and if it was not received by Mr. Robbins she does not understand why, because it (the unity of title) was part of the packet.

Lynn Dannheisser explained to the Commission that it was their decision to determine whether the reasons for a continuance presented by Mr. Robbins discussed would prejudiced his ability to present his case.

Vice Mayor Graubart asked about the agreement to defend, contained in his packet (condition #14 page 15) regarding the condition asking for a legal opinion.

Lynn Dannheisser responded.

Mayor Dietch asked if any of the Commission members heard anything presented by Mr. Robbins that would not allow them to proceed.

Commission Members responded in the negative.

Sarah Sinatra presented the site plan application and conditional uses. She reviewed the parameters of the application. She also compared the project to the Comprehensive Plan from 1996 and 2010 looking at the density permitted. Indicating that there is no change to the density from either plan, she stated that the Comprehensive Plan dictates the permitted density not the Zoning Code. She stated that the application meets all zoning and Comprehensive Plan requirements. She reviewed the conditional use application and explained that the conditions included in the development order will be recorded as a covenant running with the land. She reviewed six (6) conditions that mitigated the impacts of the Hotel as identified by staff in the DIC meeting. She said that the mitigation totals \$435,000 and that staff recommends approval if the Applicant agrees to the conditions in the Development Order.

Joel Simmonds MB Development, presented on behalf of the Applicant, Grand Beach Hotel Surfside. He introduced all parties present on behalf of the Applicant.

Joel Simmonds confirmed that the Applicants submittals were received by the Clerk. The Clerk responded affirmatively. Joel Simmonds explained that all plans meet the Zoning Code, Comprehensive Plan, requests no variances, and the project is designed to be LEED silver certified. He indicated included in the submissions to the Clerk were 49

letters of support from the community. He stated that the Applicant has requested on at least eight (8) occasions, to meet with the Azure Condominium and was only able to meet with them last week. He indicated that he will submit [for the record] attempted contacts to the Azure Condominium. He read a statement from Mr. Murray the owner of the MB Development (submitted to the record), who was in Europe and due to his age (91) and health, found it difficult to travel to Miami in late summer.

Bill Spencer attorney with Akerman Senterfit, Fort Lauderdale requested acknowledgement of the Applicant's submittals.

Recording Clerk, Sarah Johnston confirmed.

Kent Harrison Robbins made a standing objection for each of the Applicants attorneys not registered with the Town as a lobbyist.

Emmanuel Sebag, MB Development, presented for the Applicant. He explained his position with the company and his qualifications. He showed pictures of their hotels in Europe and Miami Beach, indicating that they cater to families and the hotels typically only a small percentage of the hotels' business is from conventions because they do not target that market. He said that all rooms will have 2 full bathrooms and he showed images of the exterior, rooms, pool area, and reception area. He reviewed the proposed economic impact on Surfside. He said they will be responsible for substantial job growth and they are looking to build the employee base from Surfside residents. He provided a sample mock-up of the in-room guide they will provide in the room and explained that the three main elements which were considered in the design of the building was the neighbors, the environment, and energy. He showed the proposed view corridor between the buildings and indicated that the view corridor was smaller than what it could have been because the Wave Condominium, to the south, received a 7-foot variance. He indicated that the building proposed is only 24% lot coverage and if they had maximized the allowable lot coverage it would have been over 40%. He also said that they have agreed to comply with Florida Green Lodging and they are applying for the Silver LEED certification, currently they have 29 points based upon their planning documents. He turned the presentation over to Luis Revuelta, architect for the project. He explained the architectural plans showing the shape of the building and examples of the proposed hotel. Luis Revuelta went over the features and the intent behind some of the features-particularly the view from the entrance of the building will be through the back of the building to the beach, stating that this view may not exist anywhere in South Florida. He also went over the pool and landscape features.

Joel Simmonds thanked the Commission, Town Staff, Committees, residents and business community. He reiterated this proposed Hotel will not be a party hotel or a conventional hotel.

Bill Spencer reported that that the powerpoint was submitted as Exhibit 4 by the Applicant.

This was acknowledged by the Recording Clerk.

Kent Harrison Robbins objected to the traffic analysis being presented and submitted as evidence.

Town Attorney Lynn Dannheisser stated there was no basis for the objection.

Emmanuel Sebag presented the traffic report indicating that the traffic engineer will present on the report however, he will present on additional factors that affect traffic. He stated that he feels that as an operator he is qualified to speak on traffic impacts by a hotel and reviewed the numbers and assumptions used in the analysis. Juan Espinosa with Florida Traffic Engineering (FTE) presented the traffic study and his personal and FTE's corporate qualifications. He explained that the result of the traffic study show that the impact will be de minimis meaning that the impacts are allowable under all regulations at the local and state level.

Emmanuel Sebag reviewed the queueing analysis used for the traffic study and went over his experience with traffic and the valet at the Miami Beach Hotel location.

Mayor Dietch asked Emmanuel Sebag if they were providing parking for staff and guests.

Vice Mayor Graubart asked how many employees they intended to have at the proposed hotel.

Emmanuel Sebag responded approximately 171 employees and sufficient parking was available for staff and guests.

Commissioner Kopelman asked how many valets will be available.

Emmanuel Sebag responded they plan on having three (3) valet parkers at the east location and one (1) valet parker on the west location at all times.

Emmanuel Sebag indicated that they have changed valet procedures based upon Commissioner Olchyk's visit and they now time stamp valet tickets to monitor wait times.

Vice Mayor Graubart asked about arrival times on holidays. He asked if they used 48th Street and Collins Avenue [at the Miami Beach location] for measuring traffic since they have 2 lanes for driving and separate bus lanes. He asked when the study was done.

Emmanuel Sebag responded explaining the reasoning behind using the Miami Beach Hotel location as a basis for the parking information. He also explained the times of day and the dates used for the study.

Bill Spencer indicated they would also like to introduce into the record: Power Point traffic presentation, July 28, 2011, Planning & Zoning meeting minutes, July 28, 2011 Planning & Zoning meeting video; July 28, 2011 Planning & Zoning transcript.

Kent Harrison Robbins cross-examined Emmanuel Sebag and Juan Espinosa about his knowledge of engineering, traffic analysis, and staff numbers.

At 9:25pm Mayor Dietch announced he would allow 10 more minutes for cross-examination.

At 9:32pm Mayor Dietch opened the hearing to public comments.

Baruch Toledano 9380 Bay Drive, spoke in support of the hotel.

Aurora De La Rosa 9455 Collins Ave. #806, read a letter from the Waves Condominium Association in support of the Hotel.

Peter Neville 9148 Abbott Avenue, (he indicated that his given name is Maurice Patrick Neville) spoke in support of the project. He indicated that himself and his wife visited the hotel in Miami Beach and were pleased with what they observed.

Allan Yarkin 9401 Collins Ave. #607 spoke in opposition of having buses parked on Collins Avenue and expressed concern with the noise stemming from the rooftop pool. He asked the Commission to consider parking and noise when deciding on the project.

Eli Tourgeman spoke in support of the project on behalf of the Tourist Board, as a business operator, a Surfside resident, and as President of Surfside Business Association.

Larry Lavoie from Flanigans restaurant and Big Daddy's liquor store spoke in support of the project.

Kent Harrison Robbins cross-examined Aurora De la Rosa regarding her residency, and any benefits received by the Waves Condominium from MB Development. She responded that she is a resident of Surfside and the Waves Condominium and that the total compensation received for all impacts from the Hotel will be \$200,000 predominately to mitigate impacts during construction.

Kent Harrison Robbins, on behalf of the Azure Condominium, introduced Mr. Jeffrey Buckholz who presented a traffic evaluation. Jeffrey Buckholz reviewed his qualifications and explained his evaluation of the traffic study done by David Plummer and Associates for MB Development.

At 10:00pm Commissioner Kopelman made a motion for a recess all agreed and acknowledged that they could not speak to each during the recess. Mayor Dietch called a recess until 10:05pm.

Commissioner Karukin made a motion to reconvene, all were in favor and the meeting reconvened at 10:07pm.

Jeff Buckholz continued his presentation countering the traffic information obtained from the David Plummer traffic study.

Kent Harrison Robbins reviewed the items he had put into evidence.

Donald Washburn presented on behalf of the objector (Azure Condominum), a noise study report.

Bill Spencer objected to the presentation of the noise study report because it was based upon Royal Palm Hotel project in Miami Beach, he requested that it be stricken from the record.

Town Attorney Lynn Dannheisser stated there was no basis for the objection.

Commissioner Karukin asked Donald Washburn questions about the primary source of noise in Surfside and to provide an example of a sound which was about 50 decibels.

Donald Washburn responded that traffic is the primary noise in Surfside and a normal conversation between two men at arms length distance is about 60 decibels.

Commissioner Karukin asked Jeffrey Buckholz to clarify some information provided in the power point presentation.

Commissioner Kopelman asked Jeffrey Buckholz questions pertaining to buses on Collins Avenue.

Vice Mayor Graubart indicated the he shares a concern regarding traffic on Collins Avenue at 94th Street and 95th Street.

Kent Harrison Robbins indicated he will add exhibits (the noise and traffic reports shown to the Commission) to the record. He reviewed the information presented on noise and traffic and, expressed concern with allowing the pools to be opened at 6-7am. The restaurant will be open beyond the hours of the pool so he believes that people will be sitting around the pool after it closes. He readdressed the traffic study, density/intensity and floor area ratio permitted by the Zoning Code and, the unity of title.

Mayor Dietch asked Kent Harrison Robbins to define density.

Kent Harrison Robbins responded with his definition of density.

Mayor Dietch closed the public portion of the hearing.

Mayor Dietch expressed concern with an issue relating to the Erosion Control line which was brought up in the Planning & Zoning meeting.

Town Attorney Lynn Dannheisser responded to the concern stating there was no change in how lot area was measured and showed a slide supporting her explanation.

Vice Mayor Graubart asked about how units increased without increasing density; he also asked about frontage. He said that he understood the Town Attorney's presentation but stated the former Beach House was only had 185 units and the proposed Hotel was requesting to have 341 rooms.

Lynn Dannheisser responded that frontage is not a charter issue and it may have changed (from the previous Zoning Code) but it would not be a Charter violation. She explained that the Comprehensive Plan indicates that the Town wants to encourage aggregation of properties and redevelopment. She said when two properties are tied together the location (on the property) is legally irrelevant so long as the total number of unit permitted on that property is not exceeded. She explained that the total number of units permitted on this particular lot has not been exceeded even though more units may be on the east side of the property than the west side of the property.

Sarah Sinatra indicated the 400 units referred to is for multi-family use, not for hotel use.

Commissioner Olychk asked the Applicant about the noise and whether the new pool area is going to have the same uses as the Miami Beach Hotel and she asked how often have they had complaints from their neighbors regarding noise in Miami Beach.

Emmanuel Sebag responded that they (in 21 months) have had 2 noise complaints. He also presented sound mitigation measures they are taking. He also addressed concerns with buses stating the bus company they use was used previously by the Beach House hotel.

Donald Washburn responded to a noise measurement display showing decibel levels of conversation during the Town Commission meeting, done on behalf of MB Development; he stated that the display used is not applicable because it does not measure dynamic sound such as music.

Sarah Sinatra stated that she has two (2) items for the record and she reviewed the staff measurements of height prior to the 2007 Zoning Code, indicated that the measurements are identical to what was previously used. She restated that the application meets all Zoning Code and Comprehensive Plan requirements.

Town Attorney Lynn Dannheisser made a small correction to the resolution page 31 paragraph 7 under conditions to be completed before a certificate of occupancy is issued, in discussing the payment for a performance bond, it shall be "paid no earlier than C.O."

Commissioner Kopelman made a motion to accept the resolution with the change as presented. Commissioner Karukin seconded the motion which includes Town Attorney Lynn Dannheisser's change and the below conditions:

Mayor Dietch asked that one of receptacles be a recycling receptacle.

Mayor Dietch would like to require the developer to unload and load bus passengers on their own property.

Town Manager Roger Carlton clarified that a condition stating the Applicant commits to minimize the need for parking buses and taxi's on the street by developing a plan that will be submitted to the Town, for approval by Town staff prior to issuance of the Certificate of Occupancy.

Mayor Dietch would like to see the proposed (by the developer) sound mitigation measures incorporated into the record.

Town Manager Roger Carlton said the Town Attorney and Town Planner could craft language where the developer uses their sound expert to incorporate sound mitigation measures into the construction prior to the building permit.

Emmanuel Sebag stated that they have gone further than the opponent's expert suggested.

Vice Mayor Graubart suggested (based upon recommendations by Jeffrey Buckholz for a bicycle and electric vehicle charging station) that the developer have the bicycles available for free to the guests.

Emmanuel Sebag responded that they will have a charging station and bicycles available for use, however, they do not anticipate them being free to use.

Town Manager Roger Carlton clarified that the motion was to approve the resolution with the change indicated by Town Attorney Lynn Dannheisser, the sound mitigation language, a plan for buses and taxis, the Mayor's addition about a recycling container, and the Vice-Mayor's request in regards to charging stations.

The amendments were accepted by Commission Kopelman and Commissioner Karukin.

Commissioner Olchyk said that she was voting in favor of the resolution based upon recommendations by staff, economic benefits to Town and because the project will help to beautify the Town.

Commissioner Karukin thinks the evidence presented by Mr. Robbins was competent but not compelling to discredit the traffic report, he said that the peak number of people and cars used did not account for a proportionate number of people staying at the hotel. He also pointed out that the Surf Club is down the street with a much larger capacity they

only have one traffic lane, no queuing space, their parking is across the street and they have no problems. He stated that he is not convinced the noise issue will be a problem based upon effective noise enforcement. He said the project has appropriate land use, form, and scale to adjacent properties, the project meets all requirements and does not violate the Charter and he believes it is a perfect fit for the Town. For the reasons stated he will vote in support.

Commissioner Kopelman voted in favor based upon report by Staff, revenue, traffic and noise abatement.

Vice Mayor voted in opposition to the project because he feels there are too many unanswered questions affecting compatibility with surrounding neighborhoods, traffic, mechanical spaces, and various reasons.

Mayor Dietch voted in support based upon the economic benefit to the Town, compatibility with the surrounding area, conditional uses can be revoked and, the project is consistent with the Town's 5-year plan.

The vote was 4 to 1 in favor with Vice Mayor Graubart casting the sole "no" vote.

The hearing concluded at 12:04am

Town Manager Roger Carlton indicated there are three (3) items remaining for the Commission to decide upon.

Mayor Dietch said that he would like to go through all the remaining items on the agenda.

3. Consent Agenda (Set for approximately 9:30 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.

- A. Minutes - Town Commission Meeting – August 9, 2011 Page 34-54**
- B. Budget to Actual Summary as of June 30, 2011 Martin Sherwood, Finance Director Page 55-56**
- *C. Town Manager's Report (Points of Light) – Roger M. Carlton, Town Manager Page 57-87**
- *D. Town Attorney's Report – Lynn M. Dannheisser, Town Attorney Page 88-92**
- E. Projects Progress Report – Calvin, Giordano and Associates, Inc. Page 93-95**
- F. Proclamation in Support of Walk to End Alzheimer's – Roger M. Carlton, Town Manager Page 96**

G. Proclamation in Support of “Fallen Officer Tribute Month”- Mayor Daniel Dietch Page 97

**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.*

Commissioner Karukin made a motion to approve the consent agenda minus the items which were pulled, Commissioner Kopelman seconded the motion, all were in favor.

Commissioner Karukin said he is supportive of the Citizens Academy but would like to direct Town Manager Roger Carlton to look for alternative sources to pay for it.

Town Manager Roger Carlton said that on item #14 on page 60 (Citizens Academy) and some of the other items, he isn't asking for approval but wants permission to bring the item back on the agenda.

Commissioner Olchyk referenced item 3C page 83 (Citizens Academy) and said she does not want to spend \$5000 on that item.

Mayor Dietch asked Town Manager Roger Carlton to identify potential funding sources.

Vice Mayor Graubart referenced page 93 asked about the website RFP, he asked if Calvin Giordano (CGA) is currently hosting the website and wanted clarification that CGA is not on the committee making a decision.

Town Manager Roger Carlton indicated that staff received four (4) proposals which were insufficient and he will present a report in October.

Vice Mayor Graubart asked if he could send a report to the former Citizens Communication committee members.

4. Ordinances

(Set for approximately 10:00 p.m.) (Note: Good and Welfare moved to 7:15 pm.)

A. Second Readings (Ordinances and Public Hearing)

***1. Litter Ordinance- Roger M. Carlton, Town Manager Page 98-106**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 34 “ENVIRONMENT” BY ADDING ARTICLE V “LITTER” AND SPECIFICALLY CREATING SECTIONS 34-78 “DEFINITIONS”, SECTION 34-79 “UNFINISHED, VACANT, UNOCCUPIED OR CLOSED STRUCTURES, CONSTRUCTION SITES OR VACANT LOTS; MAINTENANCE PROCEDURES REQUIRED OF

OWNERS”; AND SECTION 34-80 “PROHIBITIONS ON LITTER; CIVIL FINES FOR VIOLATIONS; ENFORCEMENT; APPEALS; LIENS” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES; DELETING CHAPTER 2. “ADMINISTRATION” ARTICLE I. SECTION 54-2 ENTITLED “DISTRIBUTION OF HANDBILLS”; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

[This ordinance generally addresses a variety of litter issues in Town but specifically address the uncontrolled feeding of feral cats.]

Commissioner Kopelman made a motion to approve Commissioner Karukin seconded the motion.

Town Manager Roger Carlton indicated that this ordinance reflects two requested changes and this allows citizens who receive a citation to work off the fine in exchange for community service.

Vice Mayor Graubart wants clarification with “tobacco products” and wants to add cigarette butts.

Mayor Dietch indicated that in the future, staff will have to amend the solid waste containers ordinance.

ALL voted in favor.

B. First Readings Ordinances

(Set for approximately 10:15 p.m.) (Note: Good and Welfare moved to 7:15 p.m.)

***1. Required Amendments to FEMA Ordinance- Paul Gioia, Building Official Page 107-121**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 42 “FLOODS” AND SPECIFICALLY SECTION 42-26 “STATUTORY AUTHORIZATION”; SECTION 42-41 “DEFINITIONS”; SECTION 42-57 “BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD”; SECTION 42-77 “DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR”; SECTION 42-92 “SPECIFIC STANDARDS”; SECTION 42-95 “COASTAL HIGH HAZARD AREAS (V-ZONES)”; AND SECTION 42-114 “CONDITIONS FOR

VARIANCES” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE

[This ordinance clarifies certain elements of the FEMA flood ordinance. These clarifications have been requested by FEMA and are required to regain the status which allows our residents to obtain discount for their flood insurance premium.]

Commissioner Kopelman made a motion to approve, Commissioner Karukin seconded the motion.

Mayor Dietch thanked Paul Gioia.

Paul Gioia indicated this is the last portion needed to gain FEMA compliance.

Vice Mayor asked about houses that violate the 50% rule.

Paul Gioia responded, explaining the process.

All in favor.

5. Resolutions and Proclamations

(Set for approximately 10:30 p.m.) (Note: Depends upon length of Good and Welfare)

- * A. **Award of Lease for Police Vehicles- David Allen, Chief of Police Page 122-125**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A LEASE AGREEMENT WITH THE FINANCIAL INSTITUTION OF SUNTRUST BANK FOR THE LEASE OF PUBLIC SAFETY VEHICLES; AUTHORIZING THE TOWN MANAGER TO ENTER INTO THE AGREEMENT BY AND BETWEEN THE TOWN AND SUNTRUST BANK; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Roger Carlton indicated that staff received a very low interest rate from SunTrust Bank in response to a request for bids (for leasing police vehicles). He explained that these are not Crown Victoria's which consume a lot of gasoline and have high maintenance costs and the purchase includes an extended warranty. He thanked Finance Director Martin Sherwood and Assistant Chief John Di Censo.

Commissioner Olchyk asked what is happening to the 10 cars which are being replaced. Town Manager Roger Carlton responded that they will be sold at auction and is hopeful the cars will bring approximately \$5000 collectively.

Commissioner Kopelman made a motion to approve, Commissioner Karukin seconded the motion.

Vice Mayor Graubart asked if the warranty is 5 years or 75,000 miles he suggested switching cars if the officer lives far, prior to exceeding the warranty –reassess the cars at 2.5 years.

All in favor.

B. Code Compliance Authority for Police Officers – David Allen, Chief of Police Page 126-130

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING THE TOWN MANAGER TO APPOINT CODE ENFORCEMENT OFFICERS FOR THE TOWN WHO MAY INCLUDE LAW ENFORCEMENT OFFICERS TO ADDRESS CODE VIOLATIONS FOR SECTION 90-79 “ABANDONED OR INOPERABLE VEHICLES”; SECTION 90-79 “RESTRICTED AND PROHIBITED PARKING”; SECTION 74-1 “COMMERCIAL VEHICLES IN THE RESIDENTIAL AREAS”; SECTION 54-63 “SIDEWALK OR STREET OBSTRUCTION”; CHAPTER 10 “ANIMALS” INCLUDING BUT NOT LIMITED TO LEASH LAW, FECAL DISPOSAL, DOGS ON THE BEACH, BARKING OR VICIOUS DOGS; SECTION 54-78 “PROHIBITED NOISES”; SECTIONS 34-78 THROUGH 34-80 “LITTER ORDINANCE”; SECTION 14-29 “WORK WITHOUT PERMIT”; PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Karukin made a motion to accept, Vice Mayor Grabart seconded the motion. All in favor.

C. Proposed Townwide Software Contract Renewal- Martin Sherwood, Finance Director Page 131-147

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE TOWN TO ENTER INTO AN ADDENDUM TO RENEW A THREE YEAR CONTRACT WITH SUNGARD NAVILINE TO CONTINUE TO PROVIDE SOFTWARE SERVICES, AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE ANY AND

**ALL ACTION NECESSARY TO IMPLEMENT THE CONTRACT
IN ACCORDANCE WITH THE TERMS, CONDITIONS AND
PURPOSES OF THE CONTRACT AND THIS RESOLUTION;
AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Manager Roger Carlton discussed the reasons for the software, Martin Sherwood spoke to the reason.

Commissioner Kopelman made a motion to approve, Commissioner Karukin seconded that motion. Commissioner Olychuk voted in opposition, Commissioner Kopelman, Commissioner Karukin, Vice Mayor Graubart, Mayor Dietch voted in favor.

6. Good and Welfare (*Moved to 7:15 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 (*Set for approximately 10:45 p.m.*)

- * **A. Community Center Pool Party Rentals- Tim Milian, Parks and Recreation Director Page 148**

Vice Mayor Graubart made a motion, Commissioner Karukin seconded the motion.

Commissioner Karukin believes that the rental cost is too expensive. His objection is specifically to the 15 person minimum.

Tim Milian responded that because of catering they have to pay a minimum fee.

Commissioner Karukin is opposed to not allowing residents bring their own food. He objects to the caterer being the only person allowed to provide food.

Town Manager Roger Carlton stated that by not allowing the concessionaire to have exclusive rights to food within the Community Center a problem can be created with retaining concession services.

Vice Mayor Graubart offered to withdraw or ask them to come up with an alternate menu for birthday parties.

Mayor Dietch asked about birthday cakes rather than the entire menu. Tim Milian responded that residents can bring their own cake when they are doing a party rental.

Commissioner Karukin voted in opposition. Commissioner Kopelman, Commissioner Olchyk, Vice Mayor Graubart, and Mayor Dietch voted in favor.

*** B. Discussion Regarding Renewal of United Health care or Change in Carrier –**

Stan Bershad, Agent of Record (verbal) announced to the Commission that he was able to negotiate the proposed increase by United Healthcare from 14% down to 9.3%.

Mayor Dietch asked about the feedback from the employees.

Stan Bershad indicated he has met with department heads and the response has been positive.

He explained that there are also three (3) plans employees can select from.

Town Manager Roger Carlton clarified that the Town and employees will absorb the 9.3% increase.

Commissioner Kopelman made a motion to accept, Commissioner Karukin seconded the motion. All in favor.

*** C. Recruitment Process for Town Clerk- Roger M. Carlton, Town Manager Page 149-152**

Town Manager Roger Carlton reported that staff placed an ad in the Miami Herald and has received nearly 1000 applications of which 30 may be qualified.

*** D. Surplus Equipment- David Allen, Chief of Police Page 153-154**

**this item was not discussed.*

*** E. Discussion of Beach Management Agreement with Miami Dade County- Tim Milian, Parks and Recreation Director Page 155-170**

Town Manager Roger Carlton stated that the Town needs to negotiate with Miami-Dade County (it is mandated from the State of Florida).

Commissioner Kopelman made a motion, Commission Karukin seconded the motion. All in favor and requested that Commissioner Olychk handle the negotiation.

*** F. Discussion Regarding Competitive Selection Process for Town Website Management- Roger M. Carlton, Town Manager (verbal)**

**See discussion under agenda item 3.*

10. Adjournment.

The meeting was adjourned at 12:41am.

Accepted this ____ day of _____, 2011

Daniel Dietch, Mayor

Attest:

Sarah Johnston, Recording Clerk

TOWN OF SURFSIDE, FLORIDA
MONTHLY BUDGET TO ACTUAL SUMMARY
FISCAL YEAR 2010/2011
As of AUGUST 31, 2011
92% OF YEAR EXPIRED (BENCHMARK)

Agenda Item # 3B

Page 1 of 2

Agenda Date: November 8, 2011

GOVERNMENTAL FUNDS	ACTUAL	ANNUAL BUDGETED	% BUDGET
GENERAL FUND			
REVENUE	\$8,312,762	\$9,177,401	91%
EXPENDITURES	\$7,242,782	\$9,177,401	79%
Net Change in Fund Balance	\$1,069,980		
Add: Sale of surplus real property	\$188,000 A		
Fund Bal.-Beg. of FY(audited assigned+unassigned)	\$2,867,867		
Fund Balance-August 31, 2011	<u>\$4,125,847</u>		
RESORT TAX			
REVENUE	\$134,402	\$143,010	94% B
USE OF RESTRICTED FUND BALANCE		\$19,800	92%
EXPENDITURES	\$135,266	\$162,810	83%
Net Change in Fund Balance	(\$864)		
Fund Balance-Beg. of Fiscal Year (audited)	\$179,035		
Fund Balance-August 31, 2011	<u>\$178,171</u>		
POLICE FORFEITURE/CONFISCATION			
REVENUE	\$73,584	\$34,694	212% C
USE OF RESTRICTED FUND BALANCE		\$20,000	92%
EXPENDITURES	\$42,754	\$54,694	78%
Net Change in Fund Balance	30,830		
Fund Balance-Beg. of Fiscal Year (audited)	\$71,825		
Fund Balance-August 31, 2011	<u>\$102,655</u>		
TRANSPORTATION SURTAX			
REVENUE	\$150,847	\$156,415	96% D
USE OF RESTRICTED FUND BALANCE		\$327,022	92%
EXPENDITURES	\$347,037	\$483,437	72%
Net Change in Fund Balance	(196,190)		
Fund Balance-Beg. of Fiscal Year (audited)	\$416,500		
Fund Balance-August 31, 2011	<u>\$220,310</u>		
CAPITAL PROJECTS			
REVENUE	\$236,776	\$279,287	85% E
USE OF COMMITTED FUND BALANCE		\$4,326,800	92%
EXPENDITURES	\$4,353,517	\$4,606,087	95%
Net Change in Fund Balance	(4,116,742)		
Fund Bal.-Beg. of FY(audited committed+assigned)	\$4,888,357		
Fund Balance-August 31, 2011	<u>\$771,616</u>		

NOTES:

- A. Surplus real property sold/payment received during June
- B. The 4% bed tax collections are higher than anticipated
- C. Forfeiture revenue fluctuates widely-the Town received \$15,036, \$39,091 and \$19,305 in payments during the months of January, March and July, respectively. Higher than anticipated budgeted revenues was increased in June with the mid-year budget resolution
- D. The CITT collections are higher than anticipated
- E. Timing Difference - An intergovernmental transfer from the General Fund is recorded quarterly during September

ENTERPRISE FUNDS	ACTUAL	ANNUAL BUDGETED	% BUDGET	
WATER & SEWER				
REVENUE	\$2,783,721	\$2,820,753	99%	
USE OF NET ASSETS/LOAN PROCEEDS		\$2,123,085	92%	
EXPENDITURES	\$1,854,759	\$4,943,838	38%	F
Change in Net Assets*	\$928,962			
Unrestricted Net Assets-Oct 1 (audited)	\$440,000			
Unrestricted Net Assets-August 31, 2011	<u>\$1,368,962</u>			
MUNICIPAL PARKING				
REVENUE	\$612,771	\$305,600	201%	
USE OF NET ASSETS		\$2,179,836	92%	
EXPENDITURES	\$1,409,948	\$2,485,436	57%	F
Change in Net Assets*	(\$797,177)			
Unrestricted Net Assets-Oct 1 (audited)	\$2,043,034			
Unrestricted Net Assets-August 31, 2011	<u>\$1,245,857</u>			
SOLID WASTE				
REVENUE	\$1,229,292	\$1,291,343	95%	G
EXPENDITURES	\$992,888	\$1,291,343	77%	
Change in Net Assets*	\$236,404			
Unrestricted Net Assets-Oct 1 (audited)	\$77,491			
Unrestricted Net Assets-August 31, 2011	<u>\$313,895</u>			
STORMWATER				
REVENUE	\$439,327	\$487,000	90%	
USE OF NET ASSETS/LOAN PROCEEDS		\$412,363	92%	
EXPENDITURES	\$203,711	\$899,363	23%	F
Change in Net Assets*	\$235,616			
Unrestricted Net Assets-Oct 1 (audited)	\$40,626			
Unrestricted Net Assets-August 31, 2011	<u>\$276,242</u>			

NOTES: (con't)

* the change in net assets excludes financial impact from Capital Assets

F. Underage due to commencement date of Infrastructure/Capital Outlay projects (\$2.1 mill for water/sewer, \$412K for stormwater, \$2.1 mill for parking)

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


 Heather Sherwood
 Finance Support Svcs Dept Head


 Town Manager



**Town of Surfside
Town Commission Meeting
November 8, 2011**

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

**POINTS OF LIGHT
After Action Items**

1. Downtown Vision project

Current Status: Consultant, Juan Calderon, made a presentation regarding the Wayfarer sign program, parking counts for the various lots and preliminary “tag lines” to help in branding and marketing. There was also a presentation regarding establishing a Business Improvement District for improved services and marketing downtown with costs borne by the owners and tenants. The concept was supported by all those in attendance. The “alley upgrade” study was deferred due to the lateness of the meeting. A presentation regarding parking lot renovations, parking counts (occupancies), alley upgrades on the east and west side of Harding from 96th to 94th Street was made to the Town Commission during the October 11, 2011 Commission meeting. The DVAC met for the eleventh time on October 26, 2011 to review accomplishments and discuss the way forward. The Committee unanimously voted to continue on their mission and to support the initiatives presented to the Commission as they are addressed. The next meeting, set for November 30, 2011, will focus on a branding/identity initiative. Commission Karukin is producing a survey to gauge citizen response to the proposed taglines. The results will be presented at the next DVAC meeting on November 30, 2011.

2. Land Acquisition

Current Status: Acquisition of the Delgado property immediately south of the temporary trailers was completed on August 31, 2011 at a cost of \$540, 000 which is less than 50 percent of the anticipated price. Back taxes, assessments and any utility bills were paid at closing. The cost was paid from parking funds with no General Fund contribution. The interim parking facility has been built by Ric Man (our water/sewer/storm/drainage contractor) at a cost of approximately \$5000 including landscaping, paving, lighting and striping. Town employees have been moved from the 94th and 93rd Street lots. We will charge for the employee lot on weekends and holidays. The trailers have been removed with all rent ceasing on September 30, 2011 as promised.

3. Water, Sewer and Storm Drainage and Collins Avenue Force Main projects

Current Status: The project began on August 15, 2011 and is progressing on schedule. More than 1100 permission slips to install the water tie-in have been received, 100 water services have been replaced, 3000 linear feet of water pipes have been installed, 3000 feet of sewer laterals have been repaired or lined and 200 sewer connections have been replaced or repaired. The Collins Avenue sewer force main project is nearly complete with only final testing by regulatory agencies remaining. Issues with the City of Miami Beach regarding the link of our new shared force main and their existing 36 inch main and/or a new 30 inch by-pass line have been resolved and a report will be made to the

Town Commission in December, 2011. Project closeout for the Collins Avenue force main is underway and Staff will make a final report to the Town Commission in January 2012.

4. Community Garden: Mayor Daniel Dietch

Current Status: The Surfside Urban Gardeners Club non-profit organization has been formed to manage the Community Garden and, therefore has met the requirement for this initiative to continue set by the Town Commission at their meeting on July 12, 2011. The membership will incorporate guidelines, garden rules and performance evaluators into their by-laws. A resolution to accept an agreement between the non-profit organization and the Town of Surfside was approved during the October 11, 2011 Town Commission agenda. The planting beds were installed the week of October 31, 2011 with the project turnover to the Surfside Urban Garden Club set shortly thereafter. All twelve garden plots have been assigned. If more beds are needed, the members of the club will consider a fundraiser for more beds.

5. Feral Cat and Dog Feces Concerns: Mayor Daniel Dietch

Current Status: The Town Commission approved on July 19, 2011 a conceptual program to require feral cat feeders to be trained and certified and to expand the Trap Neuter Release (TNR) program. A related Litter Ordinance was also approved on first reading. Second reading of the Litter Ordinance was approved at the September 13, 2011 Town Commission meeting. The Town is developing a new feral cat program with trained volunteers to assist with trapping, neutering, and releasing of the cats and to be responsible for the feeding and cleanup at specific locations. The program has been advertised on the website and in the November 2011 Gazette for volunteers to become approved feeders. A follow up meeting was held with the Police Department, Code Enforcement Director, Suely Carmelo and Helena Forbes of the City of Sunny Isles Beach who oversee their feral cat program. Over one hundred feral cats have been trapped, neutered and released over the past year in Surfside. Five feeding locations on the beach will be identified. Volunteers will be issued identification cards. A surplus police car will be donated to the Friends of Surfside Cats to support the program and the transportation of traps and cats. The Town will increase the TNR payment from \$25 to \$30 per neutered animal to further assist with the program. Staff will continue to develop this program and report monthly on progress. The key to success is finding volunteers to complete the training. To date an insufficient number of concerned feral cat feeding volunteers have stepped forward.

6. Tourist/Resort Tax Auditor program

Current Status: The RFP for Resort Tax Auditors was issued on August 12, 2011. The submission deadline was September 6, 2011. On August 19, 2011 a Non-Mandatory Pre-Submission meeting was held at Town Hall with four firms in attendance. The roll out of the new Resort Tax Ordinance requirements in conjunction with the Certificate of Use and Business Tax Receipt annual renewals has been taken to a new level. Julia Magnani has been retained on a part time basis to meet with the businesses in their establishments to minimize the time the owners need to spend in Town Hall. To date, 91 businesses in Surfside have come into compliance with the new procedures. The award of the resort tax auditing firms appeared on the October 11, 2011 Town Commission agenda and an October 27, 2011 meeting with the six Town Commission approved vendors. The first group of auditors will include 12 businesses. Staff will report to the Town Commission as needed in the future. Item completed.

7. Document imaging and scanner software: This project was funded in the FY 10/11 Budget

Current Status: The contract for this equipment was awarded during the June 14, 2011 Town Commission meeting. The small document scanner was been installed in early October 2011. The large Building Department scanner was delivered and has also been installed. The software program has been installed and training will take place November 8 – 9, 2011. We will begin scanning documents immediately thereafter. Reports will be made to the Town Commission as needed in the future. Item completed

8. Bike Racks/Bus Benches/Shelters: Mayor Daniel Dietch

Current Status: Town Manager Roger Carlton and Parks and Recreation Director Tim Milian have met to discuss the development of a comprehensive bicycle program for Surfside. Four bike racks in inventory have been installed. Two bike racks are located at the Community Center, one at the 95th Street parking lot. The fourth rack will be located at Town Hall. The schedule for installing the bus shelters, which is a Miami Dade County responsibility, is January 2012. The bike rack element of the Points of Light is completed. Staff will continue to report on the bus shelters until they are installed.

9. Clean up/update/enhance Town Website content: Commissioner Michael Karukin

Current Status: The RFP was approved with amendments on the June 14, 2011 Town Commission agenda and the RFP has been advertised. The proposal opening was held August 22, 2011. Four proposals were received. Staff has recommended and the Town Commission accepted rejection of the proposals as three are non-compliant and the fourth does not reflect the overall quality which will take the Town to a new level of communication with our citizens. A Commission Workshop on the issue of improving our communication program will be scheduled for early December 2011.

10. Feasibility of Surfside sharing Sunny Isles Beach street sweeper: Mayor Daniel Dietch

Current Status: The first cost estimate submitted by Bal Harbour was too high and negotiations to lower the price were unsuccessful. Public Works Director Bill Evans has negotiated a more reasonable price with Sunny Isles Beach and an Interlocal Agreement was presented to the Town Commission in August. A test run was completed by Sunny Isles Beach to verify the number of hours necessary to sweep streets and travel to and from Sunny Isles. The initial run took approximately six hours and the sweeper hopper had to be emptied twice. Service is anticipated to begin in November 2011. This will help us to meet federal and local mandates for street sweeping to avoid polluting the waters surrounding Surfside.

11. Bike Rental Station: Vice Mayor Joe Graubart

Current Status: Based on the determination to move forward with the Deco Bike rental program made by the Town Commission during the September 13, 2011 meeting, negotiations have been completed with Deco Bikes. The contract appears on the November 8, 2011 Town Commission agenda. Project start up should be underway in January 2012.

12. Citizen's Academy and Residential Satisfaction Survey

Current Status: This program is similar to the Police Academy in that Surfside residents are given the opportunity to learn the roles and responsibilities of each department in an interactive and informal setting over a series of evening sessions. The Town Manager has met with Dr. Howard Frank, Director of the FIU Metropolitan Center. The Center has made two proposals. The first is to implement a resident satisfaction survey. The second is to provide the training for the Citizen's Academy. Detailed proposals were included in the October 11, 2011 Town Commission agenda and the determination was reached to not fund either project. Item completed.

13. eReaders, Wi-Fi and Broadcasting Capabilities for the Community Center: Commissioner Ted Kopelman

Current Status: Based on a request from Commissioner Ted Kopelman, the Town will incorporate eReaders into the addition room of the Community Center. Furniture has been installed and patrons will be able to check out devices for up to two weeks. Four Amazon Kindles, two Barnes and Noble Nooks and two Sony e-Reader devices were purchased in September 2011. Outreach to the business community to sponsor e-readers has started with the help of Parks and Recreation Committee member Barbara McLaughlin. Staff is working with the Miami Dade Public Library system to determine their e-reader procedures applicable to Surfside.

Wi-Fi at the Community Center is necessary for the system to function. The installation of the Wi-Fi equipment will be completed in November and the AT&T T1 line has been ordered. This project should be completed in time to roll out the new e-Reader program in mid-December.

14. New Crime Prevention Initiatives: Mayor Daniel Dietch

Current Status: The following crime prevention initiatives were reviewed by the Town Commission at the May and June Commission meetings: Implementation has begun.

- Crime prevention through environmental design – landscaping, lighting, and physical barriers at the entrances to residential areas enhances safety and deters criminal activity. Several drafts of entrance features to major streets have been designed by the same firm that is designing the “Way farer” signs and the alleys east and west of Harding Avenue. A presentation was made to the Town Commission during the October 11, 2011 meeting. Staff will seek funding sources for the entrance features and will bring a more complete design program to the Town Commission when the design is ready.
- The mobile license plate reader system for the Parking Department acquisition is on the November 8, 2011 Town Commission agenda for approval.

15. Beach Concessions

Current Status: As the only service and maintenance provider for the beach in Miami-Dade County, the Miami Dade County Parks and Recreation Department has determined that a lease from the State of Florida for the beach in Surfside and Bal Harbour similar to Sunny Isles Beach is necessary. The conditions of the lease will include a requirement for a management plan. This management plan will identify the services the County will provide for the beach, the manner and frequency it will be maintained, and rules or standards for upland properties regarding the storage and deployment of chairs, umbrellas, and cabanas on the beach.

The governing body for all activity taking place on the beach within Surfside and Bal Harbour is the State of Florida Department of Environmental Protection. John Ripple, Beach Operations and Maintenance Supervisor for the Miami Dade County Parks and Recreation Department met with the Town Manager and Parks and Recreation Director Tim Milian on August 25, 2011. It is our intent to establish a mutually agreeable Surfside management plan with the Miami Dade County Parks and Recreation Department should the lease with FDEP be secured. An additional meeting was held with Commissioner Olchyk (designated by the Town Commission) and Tim Milian on September 19, 2011. Commissioner Olchyk has asked Staff to prepare a report regarding the maintenance currently provided for the beach and what it would cost to increase those levels. She would then seek to schedule a discussion of this before the Town Commission. The report will review the current dune design and Staff will also cost out increased frequency of maintenance activities. Staff will review the costs and potential for changing the dune design to look more like Bal Harbour's beach walk which is Commissioner Olchyk's goal. The Points of Light report will continue to bring updates as the effort progresses.

16. Bus Stop in Front of Community Center: Vice Mayor Joe Graubart

Current Status: The bus stops approximately 50 feet south of the Community Center. Given the cross walk configuration for Community Center patrons walking across Collins, Staff has concluded that it is best to leave the bus stop where it is. Item completed.

17. Leaf Blower Ordinance: Vice Mayor Joe Graubart

Current Status: Pursuant to the discussion during the August 16, 2011 Town Commission meeting first reading of the Litter Ordinance, Staff is reviewing the pros and cons of a leaf blower regulating ordinance. A report will be made in the future regarding this initiative.

18. Single Family Residential Solid Waste and Recycling Bills on FY 12/13 TRIM Notice and Property Tax Bills

Current Status: The Finance Director has researched and obtained the FY 12/13 non ad-valorem requirements as well as the tentative deadlines. A lengthy telephone conversation ensued with the Town Manager, Finance Director and the Miami-Dade County Deputy Property Appraiser. Prior to the actual establishment of a solid waste and recycling rate for FY 12/13, the Town must adhere to Florida Statutes 197.363, 197.3631 and 197.3632 which in part require:

- a. Town must publish weekly, for four (4) consecutive weeks, its intent to use the uniform method of collecting such assessment.
- b. The Resolution shall state the need and shall include a legal description of the boundaries of the Town.
- c. The Resolution must be adopted by the Town Commission at a public hearing prior to January 1, 2012 electing to use the uniform method of collecting such assessment.
- d. Town will need to enter into a written agreement with the Property Appraiser and Tax Collector providing reimbursement of necessary administrative costs incurred (approx 1%).

The four advertisements have occurred and the required resolution is on the November 8, 2011 Town Commission agenda.

19. e-Waste Collection: Mayor Daniel Dietch

Current Status: Miami Dade County would not provide the service. Florida e-Waste Recycling was contacted and they have agreed to provide a community pick up at Town Hall at no cost to the Town. Two pallets of items were picked up on October 27, 2011. Notification was provided in the Gazette and on the Town website. A container will be placed near the recycling containers on the east side of Town Hall to be picked up as necessary with special events twice a year. Item completed.

20. Umbrellas for Pool Deck – Commissioner Michael Karukin

Current Status: A small number of patrons at the Community Center have expressed the desire to have more shade available. Discussion is underway to have the food concessionaire provide rental umbrellas. Inadvertently, this item did not appear on the October, 2011 Parks and Recreation Committee agenda. Staff apologizes and the item will appear on the November Parks and Recreation agenda for final determination by the Town Commission in December 2011.

21. Policy on Art in the Community Center

Current Status: The current art in the Community Center by local artist Robert Swedroe has been on display since the Center's opening in June 2011. Staff has worked with the Parks and Recreation Committee which recommends a policy to revolve the art quarterly. The next artist will be Surfside resident Daryle Prager. Barbara Mclaughlin is helping with the arrangements.

22. 9501 Collins Avenue Townhome Development

Current Status: The Town Commission declined the first right of refusal for acquisition of the site during the August 9, 2011 meeting. Subsequently Greystone Residential LLC closed on the property and will develop the seven permitted townhomes. While there was not a legal requirement for the developer to make any capital contributions to the Town, as a matter of goodwill the developer has offered a \$100,000 contribution to the Grand 95th Street Concourse project which will renovate 95th Street from the hard pack to Abbott Avenue. With the \$200,000 committed by the Grand Beach Surfside hotel plus funds available in the Parking Enterprise Fund it is now possible to build the first block of the project. The Town Commission viewed preliminary renderings of the project during the October 11, 2011 Town Commission meeting and passed a resolution accepting the funds. This item will remain a Point of Light as the project develops.

23. Short Term Rentals Ordinance

Current Status: Implementation of the Ordinance including a public information program was completed over the summer and will be in full effect October 1, 2011 in conjunction with business license renewals and certificates of occupancy. The matter was discussed at the August 25, 2011 Planning and Zoning Board meeting regarding a total ban in the single family neighborhood. The Planning and Zoning Board motion to initiate a total ban failed on a tie 2/2 vote. By way of information, no existing single family homes applied under the grandfather provision of the ordinance by the deadline. Staff has begun a special enforcement effort at the Carlisle Condominium which is the only condo in Surfside where the documents allow short term rentals. Item completed.

24. Replacement of Publix in North Beach

Current Status: The North Beach Publix closed October 9, 2011 to allow a two story store to be built. Therefore the volume of business and deliveries to the Surfside Publix located on 94th Street and Harding Avenue has increased greatly. Chief David Allen and Assistant Chief John Di Censo have met with the Surfside Publix Manager to discuss delivery hour limitations and to add monthly parking spaces at the 94th Street lot for additional employees. We have been contacted by Miami Beach Commission Ed Tobin's office to determine if the Town would extend our bus route to the north Beach Publix site for one year to help their elderly residents reach the Surfside Publix. Our proffer was to do that by adding one daily roundtrip to make up for the approximately 10 minute extra time needed to make the route extension. The cost would be approximately \$10,000 to do this and we have asked Publix to fund the cost. Staff is attempting to receive Publix commitment prior to the November 8, 2011 Town Commission meeting. Chief Allen is also working with Publix to expand traffic control near the store. The Points of Light will keep the Town Commission aware of any impacts during the construction period and what actions have been taken.

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

Current Status: Staff has just begun to investigate this program which allows existing buildings to be retrofitted for energy efficiency with the cost funded from a loan pool authorized by the State of Florida and funded by Barclay's Capital. The low interest loans are repaid from a long term assessment on the property. There are no guarantees provided by the Town of Surfside. When Staff has completed research on the program, a report will be brought to the Town Commission.

26. Report on Red Light Camera Price Negotiation

Current Status: A meeting with representatives of American Traffic Solutions was held on August 23, 2011 and we have been given verbal confirmation that the monthly fee will be reduced by \$2500 beginning January 1, 2012. In addition, the Town will receive a credit of \$10,000 for the months of September through December 2011. Cumulatively this will be a \$40,000 savings during FY 11/12. Thanks to Chief David Allen and Assistant Chief John Di Censo for this negotiation and the wisdom of the Town Attorney's office to have a "most favored nation clause" which requires the Town to receive the lowest price available by any similar municipal agreement. Staff has recently received confirmation of the reduction. On October 28, 2011, the new COO of American Traffic solutions

approved the new contract with the reduced monthly fee and credit. Town is awaiting the new contract to be finalized. Good work by Town Attorney Lynn Dannheisser and Chief David Allen and Assistant Chief John Di Censo. Item completed.

27. FPL/AT&T/Cable Undergrounding Project

Current Status: The Town Commission allocated funds in the Water/Sewer/Storm Drainage project to provide mid block crossover conduit so that a future undergrounding project would not have to break the pavement. Staff is working with FPL to complete their study of the cost of undergrounding Townwide. We will keep the Town Commission aware of progress in the FPL study and bring forth methods for funding the project with the study is complete.

28. Cigarette Butt Disposal – Mayor Daniel Dietch

Current Status: Mayor Dietch has brought to Staff's attention the need to resolve the cigarette butt litter problem in the downtown area. Staff is investigating the situation and will report back in the near future.

29. FEMA Flood Insurance Status

Current Status: Due to the extraordinary work of Building Director Paul Gioia, FEMA has sent us a letter saying that all issues which this Town Commission and Administration inherited have been resolved. Staff is in the process of determining when the flood insurance rates will be lowered and will inform the Town Commission when this information is available.

30. Bus Stop Pull-in at 96th Street, West of Abbott Avenue

Current Status: Due to the heavy traffic on 96th Street, busses do not use the pull-in because it is difficult to return to the line of vehicles. Staff will make contact with Miami Dade Transit and FDOT to determine the feasibility of closing this bus pull-in.

31. American Cancer Society – Relay for Life Event: Vice Mayor Joe Graubart

Current Status: At the request of the Vice Mayor, Staff met with the American Cancer Society in an effort to replace their overnight event which cannot be held any longer at Ruth K. Broad K-8. The current thinking is to have a Surf/Bal/Bay event on the hard pack in the Spring called "Moon Over Surfside" to capitalize on the full moon. The volunteers would have tents sponsored by each condominium. Yami Slate-McCloud has agreed to coordinate the event as both her parents are cancer survivors. There is much more to follow on this event.

32. Replacement of Holiday Lights on Harding Avenue

Current Status: The new multi-colored lights have been ordered and will be installed prior to the beginning of the holiday season. The existing white and blue lights will be used elsewhere and the new holiday display for Veteran's Park entrance feature has also been ordered (funded by the Tourism Board). The Santa Claus refurbishment is underway.

33. Surf/Bal/Bay Jointly Signed Letter to FPL and AT&T ref: Leaning Poles: Vice Mayor Joe Graubart

Current Status: The monthly lunch meeting of the three Town Managers for October was cancelled due to numerous schedule conflicts. A draft letter will be presented to the Bal Harbour and Bay Harbor Islands town managers during our November lunch meeting.

34. Grease Trap Ordinance

Current Status: Paul Gioia has determined that existing County regulations are sufficient to enforce this issue. This problem has been growing with more and more clogs coming from restaurants not maintaining or not having adequate grease traps.

35. Five Year Financial Plan Department Director Retreat

Current Status: Members of the Board have expressed concern regarding the workload, priorities, resources available and other related matters that are managed by Staff on a daily basis. For example, there are 13 new Points of Lights on the November 8, 2011 Town Commission agenda. In order to look at the long term direction the Town is taking and update the Five Year Financial Plan adopted by the Town Commission in early 2011, Staff will have a retreat during November, 2011. In order to meet the requirements of the Sunshine Law, we will ask the Town Commission to attend the meeting individually in 15 minute intervals to share their views on prioritization and long term strategic and financial goals.

36. Draft a Policy on How the Town Commission Places Items on the Agenda: Mayor Daniel Dietch

Current Status: The Town Attorney, Clerk and Manager will develop this policy for presentation during the December 2011 Town Commission meeting.

37. Welcome to Town of Surfside Packet for New Residents: Vice Mayor Joe Graubart

Current Status: Staff is reviewing the costs, benefits, desired content and potential for sponsorship for a welcome packet to be given to new residents. A report will be made in the near future regarding the potential for this program.

38. Restore Bird Houses at Beach-side Street Ends: Mayor Daniel Dietch

Current Status: Frank McBride III, a young Town resident, built the birdhouses in 2001 as an Eagle Scout project. The Mayor has requested that renovating these birdhouses become a “Team Surfside” event to strengthen our community and help put the shine back in Surfside. Staff will report on how to implement this project at the December 2011 Town Commission meeting.

39. Micro-Finance Employee Benefit Program

Current Status: Staff has been approved by BMG Money Inc. regarding a small loan program for Town employees wherein the loans are made to employees at reasonable terms with payment made from payroll deduction. Given the difficult financial times many of our employees face, this may be a worthwhile program. If the Town Commission concurs, Staff will further investigate and bring a recommendation to the Town Commission in December.

40. Parking Forbearance for the Holiday Season: Mayor Daniel Dietch

Current Status: The Downtown Vision Advisory Committee discussed various options for a goodwill parking gesture during the holiday season. The Town Manager recommended a one hour forbearance on receiving a parking citation beginning Thanksgiving and ending January 1, 2012. Late parkers would receive a note from the Town thanking them for their business downtown and letting them know they did not receive a citation for a one hour grace period.

The following items have been completed. These items have been deleted from the October 2011 Points of Light report.

4. Circulator Bus: Town Manager Roger Carlton will review the potential linking of the Surfside circulator bus with other communities to allow residents transportation to the Sunny Isles library and possible other destinations: Mayor Daniel Dietch

Current Status: After a number of meetings with Bay Harbor Islands, Bal Harbour and Sunny Isles Beach, it has been determined that the greatest opportunity for enhancement is to link with Sunny Isles Beach to allow our riders to use Sunny Isles Beach's route which goes to the mainland with stops at Aventura Mall, Mt. Sinai Medical Center North, Costco and the Aventura Publix shopping center. The details of this and a Memorandum of Understanding which defines how their riders will be allowed to use our route to Mt. Sinai Hospital and how our riders will be allowed to use their route was approved by the Town Commission at the August 9, 2011 Town Commission meeting. The MOU was signed September 30, 2011 and service will begin on October 15, 2011. Item completed.

11. FPL and AT&T to review leaning poles: Vice Mayor Joe Graubart

Current Status: A meeting was held with FPL in May 2011. Their policy is that a pole may lean up to 17 degrees unless it is in danger of falling. Apparently, the aesthetics are not the issue. A report regarding undergrounding all utilities in Surfside appeared on the April 12, 2011 Town Commission agenda and was deferred until the May 10, 2011 meeting due to the long agenda. The outcome of the meeting with FPL executives is that the contract award for the water/sewer/storm drainage project approved during the June 14, 2011 Town Commission meeting included provisions to install conduit at intersections so that in the event an undergrounding project is approved in the future, conduit will be ready to avoid having to break the pavement. Regarding the short term leaning pole issue, Staff has completed imaging every pole leaning excessively in Surfside during July. Seven poles were found

that leaned more than 17 degrees. Staff met with FPL and AT&T officials to correct the excessively leaning poles. The reaction of both companies was that the poles were structurally sound and that the seven would not be replaced. Further action will require complaints to the Public Service Commission. While this situation is frustrating, the reality is that the potential for success is very low. Staff recommends no further action until the entire undergrounding project is addressed later in the fiscal year. Item completed.

13. Building Relationships between the Condo Residents and Single Family Homes: Commissioner Ted Kopelman

Current Status: The Tourist Bureau Director will continue to work with Commission Kopelman to create programs and activities in the new Community Center that will bring the Town's two distinct communities together. Ideas for such programs are being investigated by the Parks and Recreation Committee. When a program is ready, it will be brought to the Town Commission for review. A meeting with the condominium board presidents and property managers was held September 14, 2011 to discuss a range of topics including how to foster better communication between the single family and condominium residents in order to facilitate more community interaction. There were a number of ideas exchanged which will be incorporated in a broader report on new programs for the Community Center which will be presented to the Town Commission in November 2011. Item completed.

14. Senior Assistance Program

Current Status: The Police Department has contact information for the Seniors in Surfside Program that checks on their welfare and offer services from Miami-Dade County. The June 2011 Gazette advertised that there is a group of residents who will help seniors with chores or hurricane preparation. Procedures were created for the volunteers to complete an application and background check with the Human Resources Director. The Town Attorney has created a release of liability form for the volunteers and the homeowners.

The Finance Director has determined that the volunteer activity/program is covered under the Town's insurance policy. However, there are expenses to adhere to a volunteer program (i.e. criminal background checks, \$40 per report and personal reference checks). Additionally, project task supervision is needed but cannot always be performed by a Town employee since the volunteer's activity will not be on Town property. Unfortunately there has been a lack of volunteers to continue the program. A few residents seem interested but not enough to move ahead with the program. The Police Department will continue to be the contact for seniors and monitor their welfare and refer necessary services. Item completed.

19. Resident Parking Program/Commercial Parking Program

Current Status: The Town Commission approved the amendments to the Resident Parking Program Ordinance during the June 14, 2011 meeting. The changes became effective October 1, 2011. New procedures have been developed for the Resident Parking Program. Residents will be required to provide proof of residency and bring their vehicle registration. A new software program has been installed that will allow staff to better manage and track the issued permits. The number of permits will be limited to three (3) per address and there will be a \$10.00 fee plus tax per permit. The hang tag

permits will be replaced with a static cling decal that will be affixed to the lower portion of the driver's side windshield by the resident. The license plate number of the registered vehicle will be written on the decal with a permanent marker. Notices were mailed in the August 2011 water and sewer billings reminding residents to obtain their new permits. As of September 29, 2011, over 627 permits have been issued. Warnings will be issued in October, 2011 to ensure expanded voluntary compliance. Item completed.

21. New Crime Prevention Initiatives: Mayor Daniel Dietch

Current Status: The following crime prevention initiatives were approved by the Town Commission at the May and June Commission meetings: Implementation has begun.

- Crime Watch – Eye on Surfside neighborhood watch signs have been installed in the single family residential area. Twenty signs were installed by Town crews. Item completed.
- Bike with the Chief – residents join the Chief and other police officers on a recurring bicycle ride through the residential area to get to know their police department and identify crime problems and quality of life issues. The bike rides have been on July 7, August 4, and September 6, 2011. Item completed.
- Crime Prevention Expo – a fair at the municipal lot at 94th Street and Harding Avenue to demonstrate to our residents the latest crime prevention techniques. The expo was held on October 2, 2011. Item completed.
- A new program, “Survival Mindset” was on September 20, 2011. The Eye on Surfside Crime Prevention meetings are held each month in the training room. The 10th Citizens Police Academy is scheduled from September 8 to November 13, 2011. Item completed.
- Citizens Patrol – Trained residents will work directly with the Police Department to be the eyes and ears of the community and report suspicious activity. The training program has been developed. Recruitment and training will begin in the Fall 2011.



STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

BRYAN W. KOON
Director

October 18, 2011

Mr. Roger Carlton
Town Manager
Town of Surfside
9293 Harding Ave.
Surfside, FL 33154

RE: National Flood Insurance Program Community Assistance Visit

Dear Mr. Carlton:

This is to acknowledge receipt of the Town of Surfside's response to the findings identified during the Community Assistance Visit (CAV) conducted on February 22, 2008, by the Federal Emergency Management Agency (FEMA). We have received the appropriate documentation to indicate that all outstanding matters have been resolved. We commend the diligent efforts of your staff to address these findings and your continued commitment to reduce flood risk within the Town of Surfside.

Should you have any questions regarding the Community Assistance Visit, please contact Steve Martin at (850) 922-5269 or by email at steve.martin@em.myflorida.com.

Sincerely,



Joy Duperault, CFM
State Floodplain Coordinator
Bureau of Mitigation

JD/rb

cc: Steve Martin, CFM, Program Manager, State Floodplain Management Office
Miles E. Anderson, State Hazard Mitigation Officer



TOWN OF SURFSIDE
Office of the Town Attorney

MUNICIPAL BUILDING
 9293 HARDING AVENUE
 SURFSIDE, FLORIDA 33154-3009

Lynn M. Dannheisser
 Town Attorney

Telephone: 305 993-1065

MEMORANDUM

TO: Town Commission

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

CC: Roger M. Carlton, Town Manager

DATE: November 8, 2011

SUBJECT: Town Attorney Monthly Update for November, 2011

The following Resolutions have been prepared (and/or reviewed and researched) or other advice rendered regarding the issues contained in them. In the case where agreements are attached, those contracts have also been drafted and/or reviewed and revised this month:

1. Utility Billing
2. Purchase of New Parks & Recreation Truck
3. Byrne Justice Assistance Grant Program
4. Approval of Agreement with Deco Bikes
5. 9501 Temporary Construction Fence
6. Mobile License Reader

The Town Attorney has attended and/or rendered advice for the following meetings:

October 11, 2011 Commission Meeting
 October 17, 2011 Executive Session – FOP
 October 20, 2011 FOP Arbitration
 October 27, 2011 Planning & Zoning Meeting

Numerous settlement issues of Young Israel litigation; follow up meetings with manager and outside counsel for formulation of draft settlement Assist outside counsel in the drafting of the proposed settlement agreement. Advice and counsel re mediation requirements by the Court. Discussion re selection of new mediator.

Town Manager and Town Clerk Issues:

Prepare memo on severance and salary policy.

Numerous and ongoing discussions with Town Manager and Chief and outside counsel re Davis v. Surfside.

Monitor on-going issues and possible appeal relating to Grand Beach Hotel.

Work with Manager on assisting Beach House and Azure to explore potential settlement of claims.

Attend interviews, and participate in assessment and selection for new Town Clerk.

Research Planning & Zoning Board Member Vacancies and counsel re possible advertisements re same; various discussions with appointing Commissioner, Manager, and Planner re same.

Research for preparation of Intergovernmental Cooperation Agreement between Miami-Dade County regarding non-advalorem special assessment for the cost of providing recycling and solid waste collection services.

Assist Manager with close out of Community Center project claims and disputes.

Finalize West Settlement Agreement.

Review for possible upcoming DVAC Business Improvement District legal structure research.

In absence of Town Clerk, numerous meetings and provision of assistance to personnel related to Commission meetings. Assist new clerk in this agenda.

Research and analysis of public records/sunshine and other laws related to technology, social media and other website matters.

Work related to possible Charter amendment issue.

Conference with new Executive Director Miami-Dade Commission on Ethics regarding election seminar.

Review Greystone Development Agreement; Advice re 9501 Collins Avenue LLC successor in interest contribution to 95th Street improvement project; follow up issues on Greystone purchase and Town's Waiver of Right of First Refusal; various conferences with counsel for owners and counsel for new owners.

Election 2012 Issues

Research Charter regarding Commission/Town Manager responsibilities for salary recommendations for staff.

Issues relating to computer security; computer website issue.

Work related to E-waste.

October 27, 2011 the P & Z/DRB addressed the following items:

1. 9064 Byron Avenue
2. 424 Surfside Boulevard
3. 1399 Biscaya
4. 9578 Harding Avenue
5. 9476 Harding Avenue

Building Department/Code Enforcement:

Code and building issues related to Magen David and non-conforming structure issues.
Research and follow up with State Attorney for trial subpoena for Building Official in State of Florida vs. Yojander Ramirez Molina
Continued work on enforcement of short-term rental
Meet with new Code Enforcement Officer, Building Official and Town Manager to discuss pending cases to be submitted for Special Master Hearing.

Parks and Recreation:

Continued legal questions on beach/pool concession issues.
Follow up to beach liability cases
Finalize Community Center Rental Agreement

Human Resources Department:

The Town Attorney has worked with the Town Manager and Human Resource Director on several issues including hiring of new Director of Code Enforcement and Town Clerk.
Review addendum and proposed changes to severance agreement for H.R.
Coordinate and assist Human Resources on FOP contract issues.
Review Worker's Compensation settlement agreement.

Finance Department:

Continued work questions on process for placement of garbage fees for collection on Miami-Dade County tax bill.

Police Department:

Ongoing FOP contract issues; confer with outside labor counsel.
Davis v Surfside litigation meetings and telephone conferences.
Prepare letter to send to delinquent accounts for overtime police work.

Public Works:

Follow up on subrogation claim on homeowner's property damage re: Collins Ave. water line.
Continue to assist and advise Public Works Director on all procurement, water sewer and other capital improvement projects/community center matters, shuttle bus, street sweeper, and other interlocal agreements.

Tourist Bureau:

On-going Resort Tax Auditor issues

Finalize Decobike Agreement

Litigation:

John Davis v. Town of Surfside Case No. 07-17286 CA 08, Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida. This case has been consolidated as to discovery with a previous case filed by a former sergeant in the Town's police department. The Court denied the Motion to Consolidate both cases for trial. This Court has ordered mediation and the Town has filed a motion to appoint a mediator.

Young Israel of Bal Harbour, Inc. v. Town of Surfside Civil Action No. 1:10-cv-24392 in the United States District Court for the Southern District of Florida. On December 10, 2010, Young Israel served a complaint alleging the Town Zoning Code imposes a substantial burden on Young Israel in violation of the Religious Land Use and Institutionalized Persons Act of 2000 ("RLUIPA). This matter is primarily being defended by The Florida League of Cities which has approved counsel to assist in the defense of this case. Settlement negotiations are underway. Mediation was scheduled for November 17, 2011 but must be re-scheduled because opposing counsel has a conflict on that day. We are in the process of selecting a new mediator for the case.

American Enterprise Bank v Bishop Partners, LLC, Surfside, et.al Case No. 11-07139 CA 04 filed in Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida. The case involves a mortgage foreclosure action against Defendants who owned property in Surfside. It appears that Surfside has been named as a defendant due to an unsatisfied lien on a Surfside property due to a code violation relating to a failure to pull a building permit.

Hapuarachchi v Surfside Miami -Dade Case No. (F98-450). This is a police forfeiture matter dating back to 1998. Mrs. Hapuarachchi filed for a re-hearing of the Court's order denying her motion for return of property. The Court refused to re-hear the motion unless she pays the fee to reopen the underlying case before the Court will consider her most recent Motion. The Court reviewed and denied the Motion for Re-hearing. Mrs. Hapuarachchi is represented by counsel who has made a settlement demand which has been rejected.

Florida League of City Cases:

We monitor, coordinate witnesses and assist with requests for discovery with League counsel on cases that are covered by the FMIT. In addition to Young Israel (see above), we assist counsel with the following FMIT cases:

Warren Blum v. Town of Surfside Case No. 02-19134 CA 08

This action commenced in 2001 against the Town, former Town Manager, Rodriguez and former Police Chief, Boemler. Blum, a former police officer alleges breach of contract, violation of policeman's bill of rights and fraud in the inducement. We await the Court's ruling on Co-Defendant, Boemler's motion to dismiss for failure to prosecute and motion for sanctions. Counsel also attended an updated deposition of Plaintiff Blum who currently lives in Vermont and is a law enforcement specialist with Homeland Security Administration. He continues to request that his FDLE police certificate file be cleared of "resigned or retired while being investigated for violating agency policy," and requests Surfside issue him a retired law enforcement officer identification

card. FMLA counsel and the Town Attorney's office have been in frequent contact to discuss this matter and as of this date, no settlement has been reached. Pursuant to the FMIT policy, the Town is responsible for only the \$5,000 deductible. Nothing new has occurred.

Dina Agin v. Town of Surfside Case No. 07-41974 CA 30

The Court will re-set this case for trial on the December, 2011 trial docket.

Subrogation Rights forwarded to FMIT. Castle Key Insurance Companies' notice of intent to pursue subrogation rights regarding alleged damage from water main line break on Collins Avenue and damage caused to 9273 Collins Avenue, Apt 202.

Special Matters:

Continued monitoring and cataloguing of new case law and legislation on Federal, State, and County levels.



TOWN OF SURFSIDE
Office of the Town Attorney

MUNICIPAL BUILDING
9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154-3009

Lynn M. Dannheisser
Town Attorney

Telephone: 305 993-1065

MEMORANDUM

TO: Town Commission
FROM: Lynn M. Dannheisser, Town Attorney
CC: Roger M. Carlton, Town Manager
DATE: November 8, 2011

SUBJECT: Scheduling of Elections Seminar

I spoke to Joe Centorino, the new executive director of the Miami-Dade Commission on Ethics, about conducting a seminar on elections laws, filing requirements (state, county, and local), campaign financing and what he refers to as the Seven Deadly Mistakes made by candidates for elected office. He is happy to do this for Surfside and may even invite surrounding communities as well. I believe the week of qualifying is February 13. Let's discuss what evenings would be convenient for you and I will coordinate further with him.



Town of Surfside

To: Town Commission

From: Sandra Novoa, CMC, Town Clerk *SN*

Date: November 1, 2011

Subject: Municipal General Election Candidate Qualifying Dates

Please be advised that the Candidate Qualifying Dates for the General Municipal Elections of March 20, 2012 will begin on Wednesday, January 25, 2012 at 9:00 AM and ending on Tuesday, February 14, 2012.

Should you have any questions, do not hesitate to contact me.

Cc: Roger M. Carlton, Town Manager
Lynn M, Dannheisser, Town Attorney

TOWN OF SURFSIDE
PROJECTS PROGRESS REPORT
CALVIN, GIORDANO & ASSOCIATES. INC.
November, 2011

1. **Community Center** – The Town has met with the Contractor and negotiated a final settlement. The same process is underway with the Architect. The settlement agreement has been reviewed by the Town Attorney and is part of your November 8, 2011 agenda. If approved, the settlement brings the project in under the \$5,000,000 budget. The Contractor is working towards completion of all items on the punch list to the satisfaction of the Town. Finally, per the Contract, the Contractor has a 1 year warranty period for which the performance and payment bond will remain in place to address any warranty items. Other items such as the roofing material come with longer than 1 year warranties and are guaranteed through the manufacturer. To date, the Contractor has been responsive on any and all warranty items which needed correction.
2. **Planning and Community Development** – The Planning Department has coordinated with the developer of 9501 Collins to improve the building and the street end design. Planning Staff has also finalized an ordinance for design elements relating to awnings within the downtown area per the input from the Downtown Vision Advisory Committee (DVAC). This will be presented to the Planning and Zoning Board in November and tentatively to the Town Commission in December. Planning staff continues to answer general zoning calls and e-mails from the public and to review building permits for conformance with the zoning code.
3. **Website, Information Technology, TV Broadcasts** - After a lengthy troubleshooting process with both Dell and Verizon regarding the police VPN issues, Dell approved the return process for the malfunctioning police laptops. IT worked with Dell on a new lease for upgraded laptops and those laptops were delivered to the town the week of October 17-21, 2011 in two shipments. The laptops were tested in the field for a week, and IT has begun configuring and deploying the new laptops for use so the prior models can be returned. The website RFP was submitted by 10:30AM on the August 22, 2011 deadline and the Town Commission accepted the Town Manager’s recommendation for rejection of the proposals. IT received the Dell server on September 21, 2011 and began the Laserfiche document management system project. The software installation occurred October 26, 2011. The project included upgrades to the backup solution currently in place at the Town and that stage has been completed. IT will be working with the new Town Clerk and Department Heads

to create a file organization structure for the new system to facilitate more efficient public records response. This installation has an anticipated completion in mid November and the actual imaging of the documents could require a year. IT has received approval to move forward with the vendor to provide wireless internet service to residents at the Community Center. A temporary solution will be installed to provide wifi at the Community Center by November 9, 2011 while the permanent equipment is scheduled to be completed by the end of November, 2011. The temporary solution will allow for use of the E-Readers.

- 4. Public Utilities / Engineering** – The Water/Sewer/Storm Drainage Project Notice to Proceed was issued on August 8, 2011. Physical construction commenced on August 15, 2011 in the southern sector (Phase I) of the City. The project involves water main / water service replacements, lining of the gravity sewer mains and sewer lateral replacements, rehabilitation of the sewer pump stations, and improvements to the stormwater collection system including new drainage pump stations. Construction commenced within the Harding and Collins Avenue corridors and shall continue for the next three months (with a break to occur during the holiday season) preceding the FDOT resurfacing project anticipated to commence in April 2012. The public information project website continues to be updated frequently. The website is receiving approximately 10 hits daily and inquiries are being promptly responded to.

Bal Harbour Village has completed the construction / installation of a parallel force main being constructed within the Collins Avenue corridor through the Town. The remaining / outstanding work (commissioning, testing, etc.) is anticipated to be completed within approximately 15 days. This will allow for the transfer of sewage from the force main under Byron Avenue to the new Collins Avenue force main. Once this is done, we can clean and test the old force main and determine the appropriate course of action.

Stormwater System

The construction includes the installation of a backbone system along Bay Drive that will interconnect existing stormwater culverts / piping and direct the run-off to two pump stations. Also, a third pump station will be constructed on the southern end of Carlyle Avenue.

Permits – All permits obtained including contractor dewatering permit and FDEP well permit.

Sanitary Sewer Collection System

Sewer lateral replacement and television inspection of the gravity sewer mains continues in the southern sector (Phase I) of the Town as well as within the Harding and Collins Avenue corridors. The improvements being completed on the Sanitary Sewer System are required per a consent decree with Miami-Dade County.

Water Distribution System

Water service installations are being constructed in the southern sector (Phase I) of the Town. Meter transfers on Abbott Avenue are to occur by mid-November.

Grant status - Miami-Dade (GOB) Building Better Community Bonds \$829,000 – In place

Stormwater Master Maintenance

CGA staff assisted the Town with the response to the Florida Department of Environmental Protection comment letter on the July 2011 submittal of the Year 8 Annual Report Form. The Town staff has recommended the street sweeping program, with Sunny Isles Beach doing the street sweeping every two weeks, as per National Pollution Discharge Elimination System permit requirements. This item was approved during the August Town Commission Meeting.

Funding Summary –

Funding Status:

<u>Grant</u>		<u>Status</u>	<u>Probability</u>
FDEP Grant	\$873,500	In place	100%
FDEP Grant	\$125,000	In place	100%
FDEP Grant	\$100,000	In place	100%

\$1,098,500 Total In Place Funding

FDEP State Revolving Fund Loan	\$2,771,000	In process*	50%
FEMA/PDM Grant	\$2,949,550	In process*	10%

\$5,720,550 Total In Process Funding

*Anticipated determination on the in process funding sources is scheduled for February 2012.

5. **Neighborhood Improvements** – The Town Commission determined to hold on the additive alternate projects until the water/sewer/storm drainage project was one year underway to determine if any of the remaining contingency account funding would be available.

6. **Landscape Architecture** - A sketch was developed of the Town Hall/Police Parking Lot Renovation which is located on the south side of the Town Hall property. The sketch redirected the existing driveway on Collins to become inbound only. This allowed for a small one way loop of 16 angled parking spaces which connects to another small parking area of 18 parking spaces (90 degree). A minimal planting design was also included which provided continuity with the current planting palette of the Town Hall site onto the new parking layout. The proposed palette consists of 9 Coconut palms, 4 Veitchia palms and 2 Bismarkia palms, as well as a Cocoplum hedge along the south property line, an additional Silver buttonwood hedge along Collins Avenue and Fountain grass ground cover in the new landscape areas. Existing Sabal Palms were incorporated into the design with minimal impact as some relocation may be required. The construction of this lot was awarded to Ric-Main (The Town’s Water/Sewer/Storm Drainage Contractor) and pending weather, the lot should be done before the November 8, 2011 Town Commission Meeting at an “all-in” cost of less than \$5,000.



Town of Surfside Commission Communication

Agenda Item # 3F

Agenda Date: November 8, 2011

Subject: Purchase of a new Parks and Recreation Maintenance Truck

Objective: To purchase a new Parks and Recreation Maintenance Truck from the Florida Association of Cities & Counties Purchasing Contract.

Recommendation: Implement the FY 11/12 budget approved purchase of a new Parks and Recreation Maintenance truck.

Background: The Parks and Recreation staff has been using a vehicle from Public Works that is over 16 years old. The Vehicle is beyond repair and is a safety hazard. The vehicle is no longer reliable and has become a liability during special events and during day to day operations.

Analysis: A Maintenance Truck is vital to the day to day operations of the Parks and Recreation Department. At this time the Department is using a vehicle that is not functional and has been used well past its expected life span. The purchase of a new maintenance truck will help to improve the overall efficiency of the Parks and Recreation Department.

Budget Impact: Funds are approved in the FY 11/12 Parks and Recreation Operating Budget. The actual cost of the vehicle is \$17,350.

Growth Impact: N/A

Staff Impact: Existing Town staff will perform the general monthly and annual maintenance services to the vehicle as needed.

Department Head

Town Manager

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE PURCHASE OF A FULL SIZE MAINTENANCE TRUCK FORD F-150 PIGGYBACKING OFF THE STATE FAC CONTRACT UP TO \$17,500 BUDGETED UNDER PARKS AND RECREATION ACCOUNT #001-6000-572-64-10 FOR FY 2011/2012; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Parks and Recreation department budgeted for FY 2011/2012 Account # 001-6000-572-64-10 up to \$17,500 for a full size maintenance truck Ford F-150 piggybacking off the State FAC contract (See Attachment "A"); and

WHEREAS, the Town Commission believes it is in the best interest of the Town to purchase the Ford F-150.

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

Section 1. Recitals. That the above and foregoing recitals are true and correct, and are incorporated herein by reference.

Section 2. Purchase of Full Size Maintenance Truck Ford F-150 for the Parks and Recreation Department is hereby approved and the Town Manager is hereby authorized to execute the Purchase (See Attachment "A") on behalf of the Town.

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

PASSED and ADOPTED on this _____ day of November, 2011.

Motion by Commissioner _____, second by Commissioner _____.

FINAL VOTE ON ADOPTION


Commissioner Michael Karukin _____
Commissioner Edward Kopelman _____
Commissioner Marta Olchyk _____
Vice Mayor Joseph Graubart _____
Mayor Daniel Dietch _____

Daniel Dietch, Mayor

ATTEST:

Town Clerk

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



Lynn M. Dannheisser
Town Attorney

Resolution No. _____



**FLORIDA SHERIFFS ASSOCIATION,
FLORIDA ASSOCIATION OF COUNTIES &
FLORIDA FIRE CHIEFS' ASSOCIATION**

**1/2 TON PICKUP TRUCK - 4X2
SPECIFICATION #34**

2012 Ford F-150 (F1C)

The Ford F-150 (F1C) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	* Western	* Northern	* Central	* Southern
BASE PRICE:	\$13,621.00	\$13,621.00	\$13,575.00	\$13,621.00

While the Florida Sheriffs Association, Florida Association of Counties and Florida Fire Chiefs' Association have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	F-150 (F1C)			
DEALER:	Duval Ford	Duval Ford	Alan Jay Ford Lincoln	Duval Ford
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$13,621.00	\$13,621.00	\$13,575.00	\$13,621.00

Order Code	Delete Options	Western & Northern & Southern	Central
NA ¹	5-speed manual transmission with overdrive in lieu of automatic overdrive	NA ¹	NA
NA ¹	Rear seat on extended cab model	NA ¹	NA
NA ¹	AM/FM stereo radio	NA ¹	NA
NA ¹	Air conditioning	NA ¹	NA
NA ¹	Full size spare tire and rim	NA ¹	NA

Order Code	Add Options	Western & Northern & Southern	Central
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Please refer to Part D - Emergency Vehicle Lighting Specifications for lightbar descriptions and the awarded dealer pricing.

99F ¹	Engine upgrade - specify	\$999.00 ¹	\$995.00 ²
99F ²	5.0L V8 FFV STD ON XL/XLT SUPERCAB 163" WB AND SUPERCREW 157" WB ¹		
	5.0L V-8 FLEX FUEL ²		
99T ¹	Engine upgrade - specify	\$1,894.00 ¹	\$1,890.00 ²
99T ²	3.5L V6 ECO-BOOST, NOT AVAILABLE WITH REG CAB 126" WB ¹		
	3.5L ECOBOOST V6 Req's (Long Box on Regular Cab) ²		
STD ¹	Flex fuel engine	Std ¹	NA
NA ¹	CNG model - specify	NA ¹	NA
NA ¹	CNG conversion (discuss with dealer)	NA ¹	NA
NA ¹	LPG conversion (discuss with dealer)	NA ¹	NA
STD ¹	Battery, 650 cca or greater	NA ¹	\$329.00 ²
DRYCELL ²	Dlr Installed 800cca Drycell Battery ²		
NA ¹	Dual batteries	NA ¹	NA
627 ¹	7,700 lbs. GVWR	\$1,499.00 ¹	\$2,860.00 ²
99F-535-627-XB6 ²	REQUIRES LWB REG, SUPER, AND CREWCAB, REQUIRES ENGINE UPGRADE AND 535-DHW ¹		
	8,200 GVWR (Req's Long Wheel Base Reg Cab) (Call for details on other Cab Configurations) ²		
67T ¹	Electric brake controller	\$229.00 ¹	\$225.00 ²
67T ²	REQUIRES 535-DHW ¹		
	Req's Tow Pkg ²		
STD ¹	Traction control	Std ¹	Std
	ADVANCE TRAC ¹		
XB6 ¹	Limited slip differential	\$399.00 ¹	\$395.00 ²
XB6 ²	3.73 LIMITED SLIP REAR AXLE, FOR E-LOCKER AXLE \$519 ¹		

VEHICLE:	F-150 (F1C)			
DEALER:	Duval Ford	Duval Ford	Alan Jay Ford Lincoln	Duval Ford
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$13,621.00	\$13,621.00	\$13,575.00	\$13,621.00
507A ¹ 507A ²	Manufacturer's model upgrade package (specify pkg. bid) <i>XLT PREFERRED EQUIPMENT PACKAGE FOR CREW CAB ADD \$836</i> ¹ <i>XLT UPGRADE PKG (Reg Cab Option only) see below for Ext & Crew XLT option prices</i> ²		\$4,557.00 ¹	\$4,695.00 ²
85A ¹ 85A ²	Power windows/door locks <i>ADD \$195 FOR EXTENDED CAB</i> ²		\$949.00 ¹	\$945.00 ²
52N ¹ 52N ²	Speed control		\$224.00 ¹	\$220.00 ²
STD ¹	Tilt steering wheel		Std ¹	Std
STD ¹ DOME ²	Passenger dome lamp <i>FOR DEALER INSTALLED ADDITIONAL TICKET LIGHT ADD \$85.00</i> ¹		Std ¹	\$149.00 ²
US ¹ UA or US ²	Bucket seats in lieu of bench seat <i>NOT AVAILABLE ON REG CAB, CLOTH SEAT</i> ¹ <i>Req's Ext or Crew Cab (Dlr Remove Ctr 20 section of 40/20/40 on Base seat and replace with Havis Console \$675)</i> ²		\$299.00 ¹	\$299.00 ²
NA ¹ 168 ²	Carpet in lieu of rubber floor covering		NA ¹	\$144.00 ²
DFM ¹ 47R ²	Floor mats <i>DEALER INSTALLED</i> ¹ <i>Req's Carpet (Dlr Provided HD Rubber Floor Liners \$189)</i> ²		\$65.00 ¹	\$94.00 ²
DDT ¹ DT ²	Deep tinted glass <i>DEALER INSTALLED</i> ¹ <i>Dlr Installed</i> ²		\$365.00 ¹	\$310.00 ²
433 ¹ 433/924 ²	Sliding rear window <i>Includes Deep Tint Rear Glass</i> ²		\$224.00 ¹	\$224.00 ²
585 ¹ 585 ²	AM/FM radio with single CD		\$289.00 ¹	\$285.00 ²
DDK ¹ 61X-66C ²	"Blue Tooth" connectivity <i>DEALER INSTALLED DELUXE PARROT BLUETOOTH WITH SCREEN</i> ¹ <i>XL Plus Pkg w/ SYNC communication system</i> ²		\$489.00 ¹	\$895.00 ²
NA ¹	On-Star		NA ¹	NA
NA ¹ 91S ²	Satellite radio <i>Req's XLT Upgrade</i> ²		NA ¹	\$190.00 ²
3K ¹ 3K ²	Third key <i>FOR INTEGRATED KEYLESS ENTRY \$289.00</i> ¹ <i>ADD \$145 FOR ADDITIONAL REMOTE W/REMOTE KELESS UPGRADE</i> ²		\$125.00 ¹	\$125.00 ²
STD ¹	Side air bags		Std ¹	Std
X1C ¹ X1C ²	Extended cab model (4 door) <i>(Add \$3460 for XLT Upgrade)</i> ²		\$4,462.00 ¹	\$4,825.00 ²
W1C ¹ W1C ²	Crew cab <i>INCLUDES 99F 5.0L V8 ENGINE UPGRADE</i> ¹ <i>(Add \$2285 for XLT Upgrade)</i> ²		\$8,749.00 ¹	\$8,525.00 ²
NA ¹	Mega cab (extended 4 door cab)		NA ¹	NA

VEHICLE:	F-150 (F1C)			
DEALER:	Duval Ford	Duval Ford	Alan Jay Ford Lincoln	Duval Ford
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$13,621.00	\$13,621.00	\$13,575.00	\$13,621.00
LWB ¹ LB ²	Long bed in lieu of short bed <i>Req's 99F on Ext and Crew Cab Models</i> ²		\$300.00 ¹	\$300.00 ²
DSL ¹ L-SPOT ²	Left-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed		\$375.00 ¹	\$450.00 ²
DDSL ¹ LR-SPOT ²	Left & right-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed		\$595.00 ¹	\$750.00 ²
DVS ¹	Vent visors - stick-on style		\$145.00 ¹	NA
DVF ¹ RSF ²	Rainshields - flange style		\$145.00 ¹	\$145.00 ²
DBS ¹ 96H ²	Bug shield <i>DEALER INSTALLED</i> ¹ <i>Factory Availability may vary (Dlr Installed \$205)</i> ²		\$195.00 ¹	\$149.00 ²
54T ¹ 54T ²	Trailer tow mirrors <i>TELESCOPING WITH MANUAL GLASS</i> ¹ <i>ADD \$94 WHEN ORDERING POWER WINDOW/LOCKS</i> ²		\$139.00 ¹	\$139.00 ²
WGG ¹ WGG ²	Wrap-around grille guard <i>ADD \$300 FOR WINCH MOUNT PLATE</i> ²		\$1,310.00 ¹	\$995.00 ²
HDT ¹ ATB ²	Aluminum tool box		\$385.00 ¹	\$389.00 ²
96P ¹ 96P ²	Bedliner <i>FACTORY LINER, FOR DEALER INSTALLED LINER \$289.00</i> ¹ <i>Factory Availability may vary (Dlr Provided Bedliner \$279)</i> ²		\$349.00 ¹	\$345.00 ²
96W ¹ 96W ²	Spray-on bedliner (Rhino, Line-X or approved equivalent) <i>FACTORY SPRAY LINER, DOES NOT INCLUDE SPRAY ON TAILGATE, FOR DEALER INSTALLED LINEX \$495.00</i> ¹ <i>Factory Thin Spray Liner (DEALER HD SOB \$579 (HEAVY DUTY))</i> ²		\$474.00 ¹	\$470.00 ²
NA ¹	Tow hooks		NA ¹	NA
535-DHW ¹ CLIVWC ²	Class IV hitch and ball <i>INCLUDES BAR, BALL, PIN, AND CLIP</i> ¹ <i>(Base Reg V6) Class Iv Receiver, 7 wire RV Plug, Draw Bar 2" Ball Pin clip (Dlr Installed)</i> ²		\$488.00 ¹	\$465.00 ²
8KW ¹ 8KW ²	8,000 lb. winch with remote <i>FOR WRAP AROUND GRILLE GUARD ADD \$510.00</i> ¹ <i>REQUIRES WGG W/WINCH MOUNT PLATE</i> ²		\$1,715.00 ¹	\$1,195.00 ²
535-DHW ¹ 535-DB ²	Heavy duty towing package up to 5,000 lbs. with appropriate hitch <i>INCLUDES BAR, BALL, PIN, AND CLIP</i> ¹ <i>FACTORY RECEIVER W/DRAW BAR, 2" BALL, PIN, CLIP</i> ²		\$488.00 ¹	\$473.00 ²
535-DHW ¹ 99F-535-DB ²	Heavy duty towing package up to 7,200 lbs. with appropriate hitch <i>INCLUDES BAR, BALL, PIN, AND CLIP</i> ¹ <i>5.0L V8, Factory Tow pkg, Dlr Draw Bar 2" Ball, Pin & Clip</i> ²		\$488.00 ¹	\$1,468.00 ²
DFTC ¹ FTC ²	Fiberglass tonneau cover (painted to match)		\$1,499.00 ¹	\$1,495.00 ²
DCHT ¹ FCH ²	Fiberglass cab high topper with front, side and rear windows (painted to match) <i>ADD \$375 FOR SIDE WINDOW ACCESS</i> ²		\$1,869.00 ¹	\$1,695.00 ²

VEHICLE:	F-150 (F1C)			
DEALER:	Duval Ford	Duval Ford	Alan Jay Ford Lincoln	Duval Ford
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$13,621.00	\$13,621.00	\$13,575.00	\$13,621.00
942 ¹ 942 ²	Daytime running lights		\$44.00 ¹	\$44.00 ²
NA ¹	Immobilize daytime running lights		NA ¹	NA
NITRO ¹ N2 ²	Nitrogen filled tires including spare tire		\$125.00 ¹	\$89.00 ²
STD ¹	Full size spare tire and rim		Std ¹	Std
NA ¹	Midbox body option		NA ¹	NA
KNAP CAP ¹ SPACE ²	Steel truck cap <i>Reading "Space" Cap</i> ²		\$3,975.00 ¹	\$3,690.00 ²
DBA ¹ BUA ²	Backup alarm <i>DEALER INSTALLED</i> ¹ <i>DEALER</i> ²		\$125.00 ¹	\$149.00 ²
BUC ¹ BUC ²	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) <i>DEALER INSTALLED</i> ¹ <i>Dir Installed</i> ²		\$635.00 ¹	\$645.00 ²
153 ¹ 153 ²	Front license bracket <i>MUST BE ORDERED IF DESIRED</i> ²		NC ¹	NC ²
WALB ¹ BSL ²	Optional equipment - specify <i>WHELEN AMBER BASIC LIBERTY LIGHTBAR WIRED TO SWITCH</i> ¹ <i>BED SLIDER</i> ²		\$1,495.00 ¹	\$1,495.00 ²
W60 ¹ LIGHTING ²	Optional equipment - specify <i>60 WATT CORNER STROBE FOR WHELEN VERTEX LED CORNER KIT \$465.00</i> ¹ <i>See Alan Jay Warning Light Prices at beginning of bid</i> ²		\$395.00 ¹	NA ²
BEDSLIDE ¹ RNL ²	Optional equipment - specify <i>DEALER INSTALLED BEDSLIDE</i> ¹ <i>Roll N Lock tonneau Cover</i> ²		\$985.00 ¹	\$1,445.00 ²
BOXES ¹ 425-5585 ²	Optional equipment - specify <i>TOPSIDE MOUNTED BOXES</i> ¹ <i>JOTTO Computer Stand Mount (Add \$299 for 700W Inverter pwr supply)</i> ²		\$1,265.00 ¹	\$485.00 ²
GUR ¹ SAFE-T ²	Optional equipment - specify <i>GENERAL UTILITY RACK OR LADDER RACK</i> ¹ <i>FIRE EXTINGUISHER, 1st AID KIT, TRIANGLES</i> ²		\$1,565.00 ¹	\$295.00 ²
DTT ¹ TEMP ²	Temporary tag		\$16.00 ¹	\$25.00 ²
DTR ¹ TRANS ²	Transfer existing registration (must provide tag number) <i>INCLUDES TWO WAY OVERNIGHT SHIPPING FOR SIGNATURE</i> ²		\$115.00 ¹	\$123.60 ²
TAG ¹ TAG ²	New state tag (specify state, county, city, sheriff, etc.) <i>INCLUDES TWO WAY OVERNIGHT SHIPPING FOR SIGNATURE</i> ²		\$165.00 ¹	\$175.70 ²
PMP ¹	Maintenance Plan - specify <i>PREMIUM PLAN 5 YEARS 75,000 MILES WITH 5000 MILE INTERVALS SYNTHETIC OIL, CALL DEALER FOR OTHER PLANS WITH CREDITS</i> ¹		\$1,459.00 ¹	NA
NA ¹	Maintenance Plan - specify		NA ¹	NA

VEHICLE:	F-150 (F1C)			
DEALER:	Duval Ford	Duval Ford	Alan Jay Ford Lincoln	Duval Ford
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$13,621.00	\$13,621.00	\$13,575.00	\$13,621.00
NA ¹	Maintenance Plan - specify			NA ¹
5/100 BASE ¹ EC575 ²	Warranty - specify 5 YEAR 100,000 MILE BASE CARE WITH \$0 DED ¹ EXTRA CARE 5 YR 75K MILE "0" DEDUCTABLE ²			NA \$1,724.00 ¹ \$1,485.00 ²
5/100 EXTRA ¹ PC575 ²	Warranty - specify 5 YEAR 100,000 MILE EXTRA CARE WITH \$0 DED ¹ PREMIUM CARE 5 YR 75K MILE "0" DEDUCTABLE ²			\$2,124.00 ¹ \$1,930.00 ²
5/100 PREM ¹ PC6100 ²	Warranty - specify 5 YEAR 100,000 MILE PREMIUM CARE WITH \$0 DED ¹ PREMIUM CARE 6 YR 100K MILE "0" DEDUCTABLE ²			\$2,694.00 ¹ \$2,885.00 ²



Commission Communication

Agenda Item # 3G

Agenda Date: November 15, 2011

Subject: Federal Grant Contract

Background: Miami-Dade County was awarded federal funds from the Drug Control and System Improvement Formula Grant and is administering the grant through their Office of Grants Coordination. The Surfside Police Department is eligible to receive \$2,780 from this grant. The funds will be used to purchase two (2) desktop computers including software and warranty. These computers will replace older, outdated ones currently being used by the Police Department.

Analysis: N/A

Budget Impact: \$2,780 Federal Grant funds

Staff Impact: None

Recommendation: It is recommended that the Surfside Town Commission approve the contract with Miami-Dade County for federal funds in the amount of \$2,780 to purchase two (2) desktop computers.

John Di Censo
Assistant Chief

Roger M. Carlton
Town Manager

RESOLUTION NO. 2011- ____

RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING THE TOWN MANAGER OF THE TOWN OF SURFSIDE TO APPLY FOR THE FEDERAL DRUG CONTROL AND SYSTEM IMPROVEMENT PROGRAM GRANT AVAILABLE THROUGH MIAMI-DADE COUNTY TO APPLY FOR, RECEIVE, EXPEND AND AMEND BYRNE/JAG FORMULA FUNDS AND EXECUTE AGREEMENTS WITH THE PURPOSE OF CREATING A RECORDS IMPROVEMENT PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside desires to accomplish the purpose outlined in the accompanying memorandum a copy of which is incorporated herein by reference as Exhibit "A".

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

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

Section 2. The Town Commission authorizes the Town Manager to apply Miami-Dade County for funds in the approximate amount of \$2780.00; authorizes the Town Manager to execute such contracts and agreements as are required by this governmental body following their approval by the Town Attorney's Office; to execute such other contracts as will serve to further the purposes described in the funding request, following their approval by the Town Attorney's Office; to expend any and all monies received for the purpose described in the funding request; to receive and expend any

additional funds that might become available during the term of the grant; to file and execute necessary amendments to the application for and on behalf of the Town of Surfside, Florida; and to exercise amendment, modification, renewal, cancellation and termination clauses of any contracts and agreements on behalf of the Town of Surfside, Florida.

Section 3. The Resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED on this _____ day of _____, 2011.

Motion by Commissioner _____, Second by Commissioner _____.

FINAL VOTE ON ADOPTION

Commissioner Michael Karukin	_____
Commissioner Edward Kopelman	_____
Commissioner Marta Olchyk	_____
Vice Mayor Joe Graubart	_____
Mayor Daniel Dietch	_____

Daniel Dietch, Mayor

ATTEST:

Town Clerk

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



Lynn M. Dannheisser, Town Attorney



miamidade.gov

Management and Budget

Grants Coordination

111 NW 1st Street • 19th Floor

Miami, Florida 33128

T 305-375-4742 F 305-375-4049

October 5, 2011

Chief David Allen
Surfside Police Department
9293 Harding Avenue
Surfside, FL 33154

RE: Contract Award FY2012
Edward Byrne Memorial Justice Assistance Grant (JAG)

Dear Chief Allen:

We are pleased to provide you with the contract for your program under the Miami-Dade County Edward Byrne Memorial Justice Assistance Grant for FY2012. **The federal funds allocated for your city are \$2,780.**

We are providing you with copies of three original contracts for your program. Each of the three contracts must have the ORIGINAL signatures of the Manager/Mayor and City Clerk, and must have the city seal affixed on the contract signature page. Also, the contracts include several Affidavits which require an ORIGINAL and notarized signature. Upon signing by your city officials, the contracts are to be returned to this office along with the City Council resolution to accept these funds. Our staff will complete the execution process in the County and send you a fully executed contract for your records. Reimbursement for First Quarter expenditures can occur ONLY if the contract is fully signed by the jurisdiction and returned to the Office of Management and Budget with the accompanying council resolution.

In accordance with your communication with this office, it is our understanding that Assistant Chief John Di Censo is the designated contact person for this project. As such, all routine correspondence and reporting activities throughout the grant year will be directed to his attention. Please notify us immediately if this designation changes.

If you have any questions on this matter, please contact me at (305) 375-2108. We look forward to working with you this year!

Sincerely,

A handwritten signature in black ink, appearing to read "Michaela Doherty".

Michaela Doherty
Project Planner

Enclosures

MIAMI-DADE COUNTY

CONTRACT

This Contract, made this _____ day of _____ 2011, by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as "County") through its Office of Management and Budget (hereinafter referred to as "Department"), located at 111 N.W. First Street, 19th Floor Miami, FL 33128, and the **TOWN OF SURFSIDE** a municipality located in Miami-Dade County, Florida (hereinafter referred to as "Provider"). This Contract provides the terms and conditions pursuant to which the Provider shall provide a **Records Improvement Project**.

WHEREAS, the County has been awarded federal funds from the Drug Control and System Improvement Formula Grant Program under Public Law 100-690, the Federal Anti-Drug Abuse Act of 1988, hereinafter referred to as the ACT; and

WHEREAS, the Provider warrants and represents that it possesses the legal authority to enter into this Contract by way of resolution, motion or similar action that has been duly adopted or passed as an official act of the Provider's governing body, authorizing the execution of the Contract, including all understandings and assurances contained herein, and authorizing the person identified as the official representative of the Provider to carry out on behalf of the Provider all of the duties and responsibilities set forth in this Contract; and

WHEREAS, this Contract shall be deemed effective upon award of grant funds by the State of Florida Department of Law Enforcement, Office of Criminal Justice Grants to Miami-Dade County or when this Contract has been duly executed by both parties, whichever is later; and

WHEREAS, the County is desirous of supporting an expansion of the services provided by the **Records Improvement Project** by providing a portion of the federal funds awarded to Miami-Dade County to the **Records Improvement Project**; and

WHEREAS, the County as contractor/grantee for the State of Florida is authorized to purchase said services for the **Records Improvement Project** as an allowable activity under the ACT; and

WHEREAS, the County requires the above-mentioned services from the Provider in order to fulfill its contractual obligations under the aforementioned grant,

NOW, THEREFORE, for and in consideration of the mutual covenants recorded herein, the parties hereto agree as follows:

I. **AMOUNT PAYABLE** Subject to available funds, the maximum amount payable for services rendered under this Contract, shall not exceed **\$2,780**. Both parties agree that should available County funding be reduced, the amount payable under this Contract may be proportionately reduced at the option of the County.

II. **SCOPE OF SERVICES.** The Provider agrees to render services in accordance with the Scope of Services incorporated herein and attached hereto as Attachment A.

III. **EFFECTIVE TERM.** The effective term of this Contract shall be from **October 1, 2011 through September 30, 2012.**

IV. **CASH MATCH REQUIREMENT.** The Provider shall maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the County; however a **Cash Match is not required for this grant term.**

V. **REQUIREMENTS RELATED TO USE OF ANTI-DRUG ABUSE FUNDS UNDER THE DRUG CONTROL AND SYSTEM IMPROVEMENT PROGRAM**

A. **Requirements of the Anti-Drug Abuse Act.** The Provider agrees to abide by all of the requirements of the Anti-Drug Abuse Act of 1988 under the Drug Control and System Improvement Formula Grant Program, including Rule Chapter 11D-9 of the Florida Administrative Code. Furthermore, the Florida Department of Law Enforcement, Business Support Program, Office of Criminal Justice Grants, Edward Byrne Memorial Justice Assistance Grant Program Application for Funding Assistance and all laws, rules, regulations relating thereto are incorporated herein by reference as if fully set forth. Furthermore, this award is subject to all applicable rules, regulations, and conditions as contained in the Financial and Administrative Guide for Grants, Guideline Manual 7100 1D, Office of Justice Programs, Common Rule for State and Local Governments and A-87, or OMB Circulars A-110 or A-102, as applicable, and A-21, in their entirety. It is also subject to such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of Public Law 90-351, as amended, and Public Law 100-690.

B. **Supplanting.** The Provider agrees that funds received under this Contract shall be utilized to supplement, not supplant state or local funds, and will be used to increase the amounts of such funds that would, in the absence of grant funds, be made available for anti-drug law enforcement activities, in accordance with Rule Chapter 11D-9, Florida Administrative Code.

VI. **CONTINUITY OF SERVICES.** Provider agrees to provide optimal continuity of services by assuring that services are provided by the same person whenever possible and, if not, by a qualified replacement when necessary.

VII. **PROGRAM CONTACT.** Provider shall designate a contract coordinator who shall be responsible for: 1) monitoring the Provider's compliance with the terms of this Contract and; 2) whenever the County so requests, meeting with County staff to review such compliance.

VIII. **INDEMNIFICATION BY THE PROVIDER.** The Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Provider or its employees, agents, servants, partners, principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly

understands and agrees that any insurance protection required by this Contract or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. The provisions of this section or indemnification shall survive the expiration or termination of this Contract. Nothing herein shall be construed to extend any party's liability beyond that provided in section 768.28, Florida Statutes.

IX. INSURANCE. If Provider is an agency or a political subdivision of the State as defined by section 768.28, Florida Statutes, the Provider shall furnish the County, upon request, written verification of liability protection in accordance with section 768.28, Florida Statutes.

X. LICENSURE AND CERTIFICATION. The Provider shall ensure that all other licensed professionals providing **Records Improvement** services shall have appropriate licenses, training and experience in the field in which he/she practices and abide by all applicable State and Federal laws and regulations and ethical standards consistent with those established for his/her profession. Ignorance on the part of the Provider shall in no way relieve it from any of its responsibilities in this regard.

XI. CONFLICT OF INTEREST. The Provider agrees to abide by and be governed by Miami-Dade County Ordinance No. 72-82 (Conflict of Interest Ordinance codified at Section 2-11.1 et al. of the Code of Miami-Dade County), as amended, which is incorporated herein by reference as if fully set forth herein, in connection with its Contract obligations hereunder.

Nepotism. Notwithstanding the aforementioned provision, no relative of any officer, board of director, manager, or supervisor employed by the Provider shall be employed by the Provider unless the employment preceded the execution of this Contract by one (1) year. No family member of any employee may be employed by the Provider if the family member is to be employed in a direct supervisory or administrative relationship either supervisory or subordinate to the employee. The assignment of family members in the same organizational unit shall be discouraged. A conflict of interest in employment arises whenever an individual would otherwise have the responsibility to make, or participate actively in making decisions or recommendations relating to the employment status of another individual if the two individuals (herein sometimes called "related individuals") have one of the following relationships:

1. By blood or adoption: Parent, child, sibling, first cousin, uncle, aunt, nephew, or niece;
2. By marriage: Current or former spouse, brother- or sister-in-law, father- or mother-in-law, son- or daughter-in-law, step-parent, or step-child; or
3. Other relationship: A current or former relationship, occurring outside the work setting that would make it difficult for the individual with the responsibility to make a decision or recommendation to be objective, or that would create the appearance that such individual could not be objective. Examples include, but are not limited to, personal relationships and significant business relationships.

For purposes of this section, decisions or recommendations related to employment status include decisions related to hiring, salary, working conditions, working responsibilities, evaluation, promotion, and termination.

An individual, however, is not deemed to make or actively participate in making decisions or recommendations if that individual's participation is limited to routine approvals and the individual plays no role involving the exercise of any discretion in the decision-making processes. If any question arises whether an individual's participation is greater than is

permitted by this paragraph, the matter shall be immediately referred to the Miami-Dade County Commission on Ethics and Public Trust.

This section applies to both full-time and part-time employees and voting members of the Provider's Board of Directors.

No person, including but not limited to any officer, board of directors, manager, or supervisor employed by the Provider, who is in the position of authority, and who exercises any function or responsibilities in connection with this Contract, has at the time this Contract is entered into, or shall have during the term of this Contract, received any of the services, or direct or instruct any employee under their supervision to provide such services as described in the Contract. Notwithstanding the before mentioned provision, any officer, board of directors, manager or supervisor employed by the Provider, who is eligible to receive any of the services described herein may utilize such services if he or she can demonstrate that he or she does not have direct supervisory responsibility over the Provider's employee(s) or service program.

XII. CIVIL RIGHTS. The Provider agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C., §2000d as amended, which prohibits discrimination in employment because of age; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, as amended, which prohibits discrimination on the basis of disability; and the Americans with Disabilities Act, 42 U.S.C. §12103 et seq., which prohibits discrimination in employment and accommodation because of disability.

It is expressly understood that upon receipt of evidence of discrimination under any of these laws, the County shall have the right to terminate this Contract. It is further understood that the Provider must submit an affidavit attesting that it is not in violation of the Americans with Disability Act, the Rehabilitation Act, the Federal Transit Act, 49 U.S.C. §1612, and the Fair Housing Act, 42 U.S.C. §3601 et seq. If the Provider or any owner, subsidiary, or other firm affiliated with or related to the Provider, is found by the responsible enforcement agency, the Courts or the County to be in violation of these Acts, the County will conduct no further business with the Provider. Any contract entered into based upon a false affidavit shall be voidable by the County. If the Provider violates any of the Acts during the term of any Contract the Provider has with the County, such contract shall be voidable by the County, even if the Provider was not in violation at the time it submitted its affidavit.

The Provider agrees that it is in compliance with the Domestic Violence Leave Ordinance, codified as § 11A-60 et seq. of the Miami-Dade County Code, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this Contract or for commencement of debarment proceedings against Provider.

XIII. NOTICES. Notice under this Contract shall be sufficient if made in writing and delivered personally or sent by mail or by facsimile to the parties at the following addresses or to such other address as either party may specify:

If to the COUNTY:

Miami-Dade County
Office of Management and Budget
111 NW First St., 19th Floor
Miami, Florida 33128
Attention: Ms. Michaela Doherty

If to the PROVIDER:

Surfside Police Department
9293 Harding Ave
Surfside, FL 33154
Attention: Asst. Chief John Di Censo

XIV. AUTONOMY. Both parties agree that this Contract recognizes the autonomy of and stipulates or implies no affiliation between the contracting parties. It is expressly understood and intended that the Provider is only a recipient of funding support and is not an agent or instrumentality of the County. Furthermore, the Provider's agents and employees are not agents or employees of the County.

XV. BREACH OF CONTRACT: COUNTY REMEDIES.

A. Breach. A breach by the Provider shall have occurred under this Contract if: (1) The Provider fails to provide services outlined in the Scope of Services (Attachment A) within the effective term of this Contract; (2) the Provider ineffectively or improperly uses the funds allocated under this Contract; (3) the Provider fails to submit, or submits incorrect or incomplete proof of expenditures to support reimbursement requests or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports; (4) the Provider does not submit or submits incomplete or incorrect required reports; (5) the Provider refuses to allow the County access to records or refuses to allow the County to monitor, evaluate and review the Provider's program; (6) the Provider discriminates under any of the laws outlined in Section XII of this Contract; (7) the Provider fails to provide Domestic Violence Leave to its employees pursuant to local law; (8) the Provider falsifies or violates the provisions of the Drug Free Workplace Affidavit (Attachment E); (9) the Provider attempts to meet its obligations under this Contract through fraud, misrepresentation or material misstatement; (10) the Provider fails to correct deficiencies found during a monitoring, evaluation or review within the specified time; (11) the Provider fails to meet any of the terms and conditions of the Miami-Dade County Affidavits (Attachment E); (12) the Provider fails to meet any of the terms and conditions of any obligation under any contract or otherwise or any repayment schedule to any of its agencies or instrumentalities; or (13) the Provider fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations in this Contract. Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

B. County Remedies. If the Provider breaches this Contract, the County may pursue any or all of the following remedies:

1. The County may terminate this Contract by giving written notice to the Provider of such termination and specifying the effective date thereof at least five (5) days before the effective date of termination. In the event of termination, the County may: (a)

request the return of all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared and secured by the Provider with County funds under this Contract; (b) seek reimbursement of County funds allocated to the Provider under this Contract; (c) terminate or cancel any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees;

2. The County may suspend payment in whole or in part under this Contract by providing written notice to the Provider of such suspension and specifying the effective date thereof, at least five (5) days before the effective date of suspension. If payments are suspended, the County shall specify in writing the actions that must be taken by the Provider as condition precedent to resumption of payments and shall specify a reasonable date for compliance. The County may also suspend any payments in whole or in part under any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such suspension, including attorney's fees;

3. The County may seek enforcement of this Contract including but not limited to filing action with a court of appropriate jurisdiction. The Provider shall be responsible for all direct and indirect costs associated with such enforcement, including attorney's fees;

4. The County may debar the Provider from future County contracting;

5. If, for any reason, the Provider should attempt to meet its obligations under this Contract through fraud, misrepresentation or material misstatement, the County shall, whenever practicable terminate this Contract by giving written notice to the Provider of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. The County may terminate or cancel any other contracts which such individual or entity has with the County. Such individual or entity shall be responsible for all direct or indirect costs associated with such termination or cancellation, including attorney's fees. Any individual or entity who attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be disbarred from County contracting for up to five (5) years;

6. Any other remedy available at law or equity.

C. The County Mayor or Mayor's designee is authorized to terminate this Contract on behalf of the County.

D. Damages Sustained. Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract, and the County may withhold any payments to the Provider until such time as the exact amount of damages due the County is determined. The Provider shall be responsible for all direct and indirect costs associated with such action, including attorney's fees.

XVI. TERMINATION BY EITHER PARTY. Both parties agree that this Contract may be terminated by either party hereto by written notice to the other party of such intent to terminate at least thirty (30) days prior to the effective date of such termination. The County Mayor or Mayor's designee is authorized to terminate this Contract on behalf of the County.

XVII. PROJECT BUDGET AND PAYMENT PROCEDURES. The Provider agrees that all expenditures or costs shall be made in accordance with the Budget which is attached herein and incorporated hereto as Attachment B.

A. Budget Variance. Funds may be shifted between approved line items, not to exceed ten percent (10%) of the total budget, without a written amendment. Variances greater than ten percent (10%) in any approved line item shall require a written amendment approved by the Department.

B. Recapture Funds. At the conclusion of the third quarter and upon submission of the Quarterly Performance Report and Invoice, the County will review the Provider's Year-To-Date expenditures.

1. Municipalities reporting remaining balances which exceed expenditure levels for normal program operations must submit a plan with the Third Quarter Report which documents those steps the municipality will take in the Fourth Quarter to fully expend the contract by the end of the program year.

2. This expenditure plan must be approved by the County.

3. Where the municipality does not anticipate full expenditures by the end of the program year, the County will recapture the anticipated unexpended amount for use in another program, without a formal amendment process.

C. Payment Procedures. The County agrees to pay the Provider for services rendered under this Contract based on the line item budget incorporated herein and attached hereto as Attachment B. The parties agree that this is a cost-basis Contract and the Provider shall be paid through reimbursement payment for allowable expenses on the budget approved under this Contract (see Attachment B). The Provider agrees to invoice the County for each **Records Improvement Project** using the Quarterly Expenditure Report as it appears in Attachment D, and to do so on a quarterly basis, as stated in Section XIX. B.2. The Quarterly Expenditure Report shall be prepared in a manner in accordance with the form provided in Attachment D. The final Quarterly Expenditure Report shall be submitted by October 15, 2012.

D. The Provider agrees to mail all Quarterly Expenditure Reports to the address listed above, Section XIII.

E. The County agrees to review Expenditure Reports to inform the Provider of any questions. Payments shall be mailed to the Provider by the County's Finance Department.

XVIII. INVENTORY - CAPITAL EQUIPMENT AND REAL PROPERTY.

A. Acquisition of Property. The Provider is required to be prudent in the acquisition and management of property with federal funds. Expenditure of funds for the acquisition of new property, when suitable property required for the successful execution of projects is already available within the Provider organization, will be considered an unnecessary expenditure.

B. Screening. Careful screening should take place before acquiring property in order to ensure that it is needed with particular consideration given to whether equipment already in the possession of the Provider organization can meet identified needs. While there is no prescribed standard for such review, the Provider procedures may establish levels of review dependent on factors such as the cost of the proposed equipment and the size of the Provider organization. The establishment of a screening committee may facilitate the process; however, the Provider may utilize other management techniques which it finds effective as a basis for determining that the property is needed and that it is not already within the Provider's organization. The County must ensure that the screening referenced above takes place and that the Provider has an effective system for property management. The Provider is hereby informed that if the County is made aware that the Provider does not employ an adequate property management system, project costs associated with the acquisition of the property may be disallowed.

C. Loss, Damage or Theft of Equipment. The Provider is responsible for replacing or repairing the property which is willfully or negligently lost, stolen, damaged or destroyed. Any loss, damage, or theft of the property must be investigated and fully documented and made part of the official project records.

D. Equipment Acquired with Crime Control Act Block/Formula Funds. Equipment acquired shall be used and managed to ensure that the equipment is used for criminal justice purposes.

E. Management. The Provider's procedures for managing equipment (including replacement), whether acquired in whole or in part with project funds, will, at a minimum, meet the following requirements: 1) Property records must be maintained which include description of property, serial number or other identification number, source of the property, identification of who holds the title, acquisition date, costs of the property, percentage of County participation in the cost of the property (Federal funds), location of property, use and condition of the property, disposition data including the date of disposal and sale price; 2) a physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years; 3) a control system must exist to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage, or theft shall be investigated by the Provider as appropriate; 4) adequate maintenance procedures must exist to keep the property in good condition; and 5) if the Provider is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

F. Retention of Property Records. Records for equipment, nonexpendable personal property, and real property shall be retained for a period of three (3) years from the date of the disposition or replacement or transfer at the discretion of the County. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

XIX. RECORDS, REPORTS, MONITORING AUDITS, AND EVALUATION STUDIES.

The Provider shall keep records of program services in sufficient detail to provide any reports that may be requested by the County.

A. Records. All program records will be retained by the Provider for not less than three (3) years beyond the term of this Contract. In accordance with contract requirements from the State of Florida, records for the **Records Improvement Project** services must reflect:

1. The names of staff providing services as described in Attachment A.
2. The dates and number of hours the staff provided services.
3. The dates of services and activities and the names of program participants in attendance to such as described in Attachment A.
4. The records of all other program services provided under this Contract.

B. Reporting Requirements.

1. Quarterly Project Performance Report. The Provider shall submit the Quarterly Project Performance Report to the Office of Management and Budget by January 5, April 5, July 5, and October 5, 2012 covering the Contract activity for the previous quarter. The Quarterly Project Performance Report shall be submitted in the format and using the form attached hereto as Attachment C.

2. Quarterly Expenditure Report. The provider shall submit the Quarterly Expenditure Report with supporting documentation to the Office of Management and Budget by January 15, April 15, July 15, and October 15, 2012 covering the expenditures to be reimbursed for the previous quarter. The Quarterly Expenditure Report shall be submitted in the format and using the form attached hereto as Attachment D.

3. Other Required Reports. The Provider shall submit other reports as may be required by the Office of Management and Budget during the program year.

C. Changes to Reporting Requirements. The Provider understands that the County may at any time require changes in data collected, records or reporting, as may be necessary and agrees to comply with any such modifications.

D. Monitoring and Audit. The Provider shall make available for review, inspection, monitoring or audit by the County without notice during normal business hours all financial records and other program records and documents which relate to or have been produced or created as a result of this Contract. The Provider shall provide assistance as may be necessary to facilitate a financial/program audit when deemed necessary by the County to ensure compliance with applicable accounting and financial standards. The County reserves the right to require the Provider to submit to an audit of the County's choosing. Furthermore, the Provider understands, it may be subject to an audit, random or otherwise, by the Office of the Dade County Inspector General or independent private sector inspector general retained by the Office of the Inspector General.

E. Office of Miami-Dade County Inspector General. Miami-Dade County has established the Office of the Inspector General, which is empowered to perform random audits on all County contracts throughout the duration of each contract. Grant recipients are exempt from paying the cost of the audit, which is normally 1/4 of 1% of the total contract amount.

The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust Programs, contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witness, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in compliance with plans, specifications and applicable law.

The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, proposal submittals, activities of the Provider, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption

Upon ten (10) days prior written notice to the Provider from the Inspector General or IPSIG retained by the Inspector General, the Provider shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Provider's possession, custody or control which, in the Inspector General or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and Contracts from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

The provisions in this section shall apply to the Provider, its officers, agents, employees, subcontractors and suppliers. The Provider shall incorporate the provisions in this section in all subcontracts and all other Contracts executed by the Provider in connection with the performance of the contract.

Nothing in this contract shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Provider or third parties.

F. Independent Private Sector Inspector General Reviews. Pursuant to Miami-Dade County Administrative Order 3-20, the Provider is aware that the County has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Provider shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Contract for inspection and copying. The County shall be responsible for the payment of these IPSIG services, and under no circumstances shall the Provider's budget and

any changes thereto approved by the County, be inclusive of any changes relating to these IPSIG services.

The terms of this provision herein, apply to the Provider, its officers, agents, employees, subconsultants and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Provider in connection with this Contract. The terms of this Section shall not impose any liability on the County by the Provider or any third party.

G. Evaluation Studies. The Provider agrees to participate in evaluation studies sponsored by the administrative agent for these funds from the Florida Department of Law Enforcement, Business Support Program, and Office of Criminal Justice Grants. This participation shall at a minimum include access to the Provider's premises and records.

XX. PROHIBITED USE OF FUNDS.

A. Adverse Actions or Proceeding. The Provider shall not utilize County funds to retain legal counsel for any action or proceeding against the County or any of its agents, instrumentalities, employees or officials. The Provider shall not utilize County funds to provide legal representation, advice or counsel to any client in any action or proceeding against the County or any of its agents, instrumentalities, employees or officials.

B. Religious Purposes. County funds shall not be used for religious purposes.

C. Commingling Funds. The Provider shall not commingle funds provided under this Contract with funds received from any other funding sources.

D. Double Payments. Provider costs claimed under this Contract may not also be claimed under another contract or grant from the County or any other agency. Any claim for double payment by Provider shall be considered a material breach of this Contract.

XXI. MISCELLANEOUS.

A. Contract. This Contract is the complete and exclusive statement of all the arrangements between the County and the Provider regarding provision of the services described in Attachments A and B. Nothing herein shall alter, affect, modify, change or extend any other agreement between the Provider and the County unless specifically stated herein.

B. Amendments and Modifications. Except as otherwise enumerated herein, no amendment to this Contract shall be binding on either party unless reduced to writing, signed by both parties, and approved by the County Mayor or Mayor's designee. Provided, however, that the County may effect amendments to this Contract without the written consent of the Provider, to conform this Contract to changes in the laws, directives, guidelines, and objectives of County, State and Federal Governments.

Any alterations, variations, amendments, or other modifications of this Contract, including but not limited to amount payable and effective term, shall only be valid when they have been reduced to writing, duly approved and signed by both parties and attached to the original of this Contract.

In the event the County determines that a reduction in the Provider's budget is necessary, the County shall notify the Provider in writing within thirty (30) days of said reduction decision. Budget revision requests must be submitted in writing by the Provider to the Office of Management and Budget (OMB). Budget revision requests will be effective upon the date of written approval by the State of Florida Department of Law Enforcement.

C. Ownership of Data and Other Material. All reports, information documents, tapes and recordings, maps and other data and procedures developed, prepared, assembled or completed by the Provider in connection with the duties and responsibilities undertaken by the Provider in accordance with the terms of this Contract shall become the property of the County without restriction, reservation or limitation of their use and shall be made available to the County by the Provider at any time upon request by the County. Upon completion of all work contemplated under this Contract, copies of all of the above data shall be delivered to the County upon request.

D. Contract Guidelines. This Contract is made in the State of Florida and shall be governed according to the laws of the State of Florida. Proper venue for this Contract shall be Miami-Dade County, Florida.

E. Publicity. It is understood and agreed between the parties hereto that this Provider is funded by Miami-Dade County. Further, by acceptance of these funds, the Provider agrees that events and printed documents funded by this Contract shall recognize the funding source as follows:

This program was supported by a grant awarded to Miami-Dade County, the Florida Department of Law Enforcement (FDLE) and the U.S. Department of Justice, Bureau of Justice Assistance (BJA).

F. Subcontracts. The Provider agrees not to enter into subcontracts, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of this Contract, or any or all of its rights, title or interest herein, or its power to execute such Contract without the prior written approval of the County and that all subcontractors or assignees shall be governed by the terms and conditions of this Contract. If this Contract involves the expenditure of \$100,000 or more by the County and the Provider intends to use subcontractors to provide the services listed in the Scope of Services (Attachment A) or suppliers to supply the materials, the Provider shall provide the names of the subcontractors and suppliers on the form attached as Attachment F. The Provider agrees that it will not change or substitute subcontractors or suppliers from those listed in Attachment F without prior written approval of the County.

G. Review of this Contract. Each party hereto represents and warrants that they have consulted with their own attorney concerning each of the terms contained in this Contract. No inference, assumption, or presumption shall be drawn from the fact that one party or its attorney prepared this Contract. It shall be conclusively presumed that each party participated in the preparation and drafting of this Contract.

H. Headings, Use of Singular and Gender. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Contract. Wherever used herein, the singular shall include the plural and plural shall include the singular and pronouns shall be read as masculine, feminine or neuter as the context requires.

I. Total of Contract/Severability of Provisions. This fourteen (14) page Contract with its recitals on the first page of the Contract and with its attachments as referenced below contain all the terms and conditions agreed upon by the parties:

Attachment A:	Scope of Services
Attachment B:	Budget
Attachment C:	Quarterly Project Performance Report
Attachment D:	Quarterly Expenditure Report
Attachment E:	Miami-Dade County Affidavits
Attachment E1:	Code of Business Ethics
Attachment E2:	Miami-Dade County Debarment Disclosure Affidavit
Attachment E3:	State Public Entities Crime Affidavit
Attachment F:	Provider's Disclosure of Subcontractors and Suppliers

No other Contract, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind any of the parties hereto. If any provision of this Contract is held invalid or void, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirement of applicable law.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Contract, along with all of its Attachments, to be executed by their respective and duly authorized officers, the day and year first above written.

Signature

Title

Name (typed)

ATTEST:

By: _____

By: _____
(Corporate Seal)

ATTEST:

MIAMI-DADE COUNTY, FLORIDA

HARVEY RUVIN, CLERK

By: _____
DEPUTY CLERK

By: _____
CARLOS A. GIMENEZ
COUNTY MANAGER



Town of Surfside Commission Communication

Agenda Item # 5A

Agenda Date: November 8, 2011

Subject: Improving Solid Waste and Recycling Fee collection by adopting the uniform method of collecting non-ad valorem assessments (i.e. Solid Waste and Recycling) with ad valorem annual property tax bills

Objective: Enable the Town to consolidate and use the Truth-in Milage (TRIM) process for notification and collection of both ad valorem (property) taxes and solid waste collection/recycling service assessments.

Recommendation: It is recommended that the Surfside Town Commission adopt this method, via the attached resolutions, for collecting solid waste and recycling accounts as authorized in section 197.3632, Florida Statutes.

Background: Use of the uniform method to levy both ad valorem and non-ad valorem assessments allows property owners to receive their property taxes, solid waste assessments, and recycling service assessments, as well as the mandated public notices of the Town Commission meetings in one annual billing. The process to allow the Town to transition to the uniform method of collecting both ad valorem and non-ad valorem assessments requires that the Town first publish a notice of its intent to adopt this method for four (4) consecutive weeks preceding the hearing in a newspaper of general circulation. The resolution adopting the uniform method of collection must state the need for the levy and include the legal description of the boundaries of the real property subject to the levy. The Town must also enter into a written Interlocal agreement with the Miami-Dade County Property Appraiser and Miami-Dade County Tax Collector office's providing for reimbursement of administrative costs incurred.

Analysis: The Town of Surfside provides solid waste removal and recycling services to approximately 1,145 single family residential customers, 62 multi-family dwellings and 142 commercial customers primarily located in the downtown area.

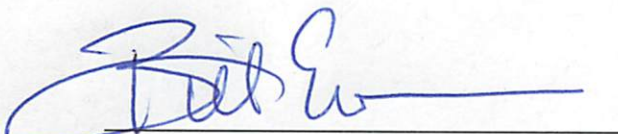
Although the passage of this uniform method will allow the Town to bill all customers using the annual property tax process, Staff is recommending that only single-family residential accounts be assessed within the annual TRIM process due the ever changing customers in the commercial district and the complexity of the budget processes in condominiums. This change will streamline the Town's current billing process, enabling the billing clerk to be utilized in other productive areas such as residential parking permits, commercial vehicle permits, short term rental collections and the expanded resort tax program. Additionally, the use of the TRIM process will eliminate the need for the Town to administer the delinquent accounts receivable lien process for the single family area because a small percentage of customers either repeatedly pay late or in some cases do not pay at all. Based upon public health issues and State law, we are not able to stop garbage collection if the customer is late or has not paid.

Finally, it is anticipated that the uniform method of billing for solid waste and recycling services will be favorably received by residents as those who remit the payment before April 1st of each year would be eligible for a pro-rata discount of up to 4%. It should also be noted that a Solid Waste study performed during FY09/10 recommended this change.

Budget Impact: Since actual implementation will not commence until FY12/13 there is no budget impact for the current fiscal year. However, upon implementation the range of budget impact for FY12/13 will vary between a minimum of \$3,493 (the 1% Interlocal agreement administrative charge to Miami-Dade County) to \$17,463 depending on the amount of discount ultimately taken for early payment. The resulting average cost of \$10,478 is significantly less than the benefit received by freeing up an employee for other expanded duties.

Growth Impact: N/A

Staff Impact: During the current fiscal year, Staff will be required to transition the initial set-up and coordination with the Miami-Dade County Property Appraisers and the Tax Collectors office's. Subsequent years will only require the Town to update residential account additions and/or deletions.



Public Works Director



Roger M. Carlton, Town Manager

RESOLUTION NO. 11-___

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ELECTING TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS LEVIED WITHIN THE INCORPORATED AREA OF THE TOWN FOR THE COST OF PROVIDING RECYCLING SERVICES AND SOLID WASTE SERVICES; STATING A NEED FOR SUCH A LEVY; PROVIDING FOR THE MAILING OF THIS RESOLUTION TO REQUIRED OFFICERS AND DEPARTMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside, Florida (“Town”) is contemplating the imposition of special assessments for the provision of recycling and solid waste collection services as authorized be Sections 66-35 and 66-36 of the Town Code, as amended; and

WHEREAS, the Town intends to use the uniform method for collecting non-ad valorem assessments for the cost of providing recycling and solid waste collection services to property within the incorporated area of the Town as authorized by Fla. Stat. §197.3632 so that this method will allow such special assessments to be collected annually commencing with the tax bills issued in November 2012, in the same manner as provided for the collection of ad valorem taxes; and

WHEREAS, in compliance with Florida Statutes Section 197.3632 the Town held a duly advertised public hearing prior to the adoption of this Resolution, pursuant to the form of Notice and Proof of Publication of such hearing which is attached hereto and incorporated herein as Exhibit “A”.

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 is hereby adopted and confirmed.

Section 2. Uniform Method of Collection Adopted. Commencing with the Fiscal Year beginning on October 1, 2012, and with the tax statement mailed for such Fiscal Year, the Town intends to use the uniform method of collecting non-ad valorem assessments authorized in Fla. Stat. § 197.3632, as amended for collecting non-ad valorem assessments for the cost of providing recycling services and solid waste collection services. Such non-as valorem assessments shall be levied within the incorporated area of the Town. A legal description of such area subject to the non-ad valorem assessment is attached hereto as Exhibit "B" and incorporated herein by reference.

Section 3. Levy Necessary. That the Town hereby determines that the levy of the non-ad valorem assessments is needed to fund the cost of providing recycling and solid waste collection services within the incorporated area of the Town. That the current year rolled-back rate, computed pursuant to 200.065 Florida Statutes, is 5.6573 dollars per \$1,000.00.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption hereof. Upon adoption, the Town Clerk is hereby directed to send a copy of this Resolution by United States mail to the Florida Department of Revenue, the Miami-Dade County Tax Collector, and the Miami-Dade County Property Appraiser by January 10, 2012.

PASSED and ADOPTED on this ____ day of November, 2011.

Motion by Commissioner _____, second by Commissioner _____.

Resolution No. 11- ____

FINAL VOTE ON ADOPTION

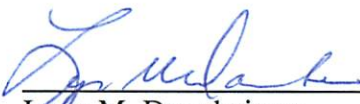
Commissioner Michael Karukin _____
Commissioner Edward Kopelman _____
Commissioner Marta Olchyk _____
Vice Mayor Joseph Graubart _____
Mayor Daniel Dietch _____

Daniel Dietch, Mayor

Attest:

Sandra Novoa, CMC
Town Clerk

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



Lynn M. Dannheisser
Town Attorney

Resolution No. 11- _____

MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and
Legal Holidays
Miami, Miami-Dade County, Florida

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

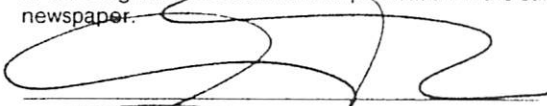
Before the undersigned authority personally appeared MARIA MESA, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

TOWN OF SURFSIDE
PUBLIC HEARING - NOV. 8, 2011

in the XXXX Court,
was published in said newspaper in the issues of

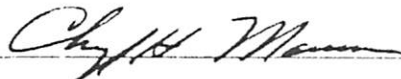
10/10/2011 10/17/2011 10/24/2011 10/31/2011

Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida, each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.



Sworn to and subscribed before me this

31 day of OCTOBER . A.D. 2011



(SEAL)

MARIA MESA personally known to me



PUBLIC NOTICE

Notice is hereby given to all owners of land within the boundaries of the Town of Surfside, Florida (the "Town") that the Town intends to use the uniform method for collecting non-ad valorem assessments levied by the Town, as set forth in Section 197.3632, Florida Statutes, and that the Town Commission will hold a public hearing on Tuesday, November 8, 2011 at approximately 7:00pm at Town Hall, 9293 Harding Avenue, Surfside, FL 33154.

The purpose of the public hearing is to consider adoption of a Resolution authorizing the Town to use the uniform method of collecting non-ad valorem assessments to fund the costs and expenses incurred by the Town in the collection and disposal of solid waste and in the provision of recycling services. If adopted, the non-ad valorem assessment may be levied for the first time for the fiscal year beginning October 1, 2012 and for each year thereafter until discontinued.

Interested parties may appear at the public hearing and be heard regarding the Town's intent to use the uniform method of collecting such non-ad valorem assessments. If any person decided to appeal any decision made with respect to any matter considered at this public hearing such person will need a record of the proceeding, and for purposes the person may need to ensure that a verbatim record of the proceeding is made at their own expense and which record includes testimony and evidence on which the appeal is based (F.S. 286.0105).

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in this proceeding should contact the Town Clerk no later than two (2) days prior to the proceeding, telephone 305-861-4863 for assistance; if hearing impaired, telephone the Florida Relay Service Numbers, (800) 955-8771 (tdd) or (800)955-8770 (voice), for assistance.
10/10-17-24-31 11-3-71/1768481M

Notary Public State of Florida
Cheryl H. Mamer
My Commission DD793496
Expires 07/18/2012

ARTICLE I. INCORPORATION; FORM OF GOVERNMENT; POWERS

Sec. 1. Incorporation.

The inhabitants of the Town of Surfside, within the corporate limits as now established or as hereafter established, shall continue to be a municipal body politic and corporate in perpetuity, under the name of "Town of Surfside."

Sec. 2. Corporate limits.

Until modified by subsequent annexation or exclusions in the manner provided by law, the municipal corporation of the Town of Surfside shall comprise, and have full municipal jurisdiction, powers, rights and privileges over the territory and persons now and from time to time hereafter within the following boundaries in Dade County, Florida, to-wit:

Beginning at a point on the south line of Township 52 South, Range 42 East of Tallahassee Meridian in Florida, at the low water line of the Atlantic Ocean;

Thence west along the south line of said Township 52 South, Range 42 East, to the waters of Biscayne Bay and/or Indian Creek;

Thence easterly and northerly meandering the present east shore of Biscayne Bay and/or Indian Creek to the north line of Government Lot 1, Fractional Section 35, Township 52 South, Range 42 East, produced westerly to its intersection with the present East Shore of Indian Creek;

Thence east along the north line of said Government Lot 1, Fractional Section 35, Township 52 South, Range 42 East, or the prolongation thereof, to the low water line of the Atlantic Ocean;

Thence southerly meandering the low water line of the Atlantic Ocean to the point [of] beginning excepting therefrom, however, Lots "V," "W" and "X" of the amended plat of a portion of Altos Del Mar No. 4, according to plat thereof recorded in Plat Book 34, at page 7, of the Public Records of Dade County, Florida.

Sec. 3. Form of government; powers are vested in commission; exercise of powers.

The municipal government provided by this Charter shall be known as the "commission-manager government." Pursuant to the provisions of this Charter, and subject only to the limitations imposed by the state constitution, all powers of the town shall be vested in an elective council, hereinafter referred to as "the commission," which shall enact local legislation, adopt budgets, determine policies and appoint the town manager who shall execute the laws and administer the government of the town. All powers of the town shall be exercised in the manner prescribed in this Charter or, if the manner be not prescribed, then in such manner as may be prescribed by ordinance.

Sec. 4. General powers of town; powers not deemed exclusive.

The town shall have all the powers granted to municipal corporations and to towns by the constitution and general laws of the state, together with all the implied powers necessary to carry into execution all the powers granted. The town may acquire property with or without its corporate limits for any town purpose, in fee simple or any lesser interest or estate, by purchase, gift, devise or lease and may sell, lease, mortgage, hold, manage and control such property as its interests may require. Except as prohibited by the constitution of this state or restricted in this Charter, the town shall and may exercise all municipal powers, functions, rights, privileges and immunities of every name and nature whatsoever.

The enumeration of particular powers by this Charter shall not be deemed to be exclusive, and in addition to the powers enumerated therein or implied thereby, or appropriate to the exercise of such powers, it is intended that the town shall have and may exercise all powers which, under the constitution of this state, it would be competent for this Charter specifically to enumerate.

The density, intensity, and height of development and structures within the Town of Surfside shall not exceed the maximum allowable flood



Town of Surfside Commission Communication

Agenda Item # 5B

Agenda Date: November 8, 2011.

Subject: Deco Bike, LLC (Bicycle Rental) Concession Agreement.

Background: Since the detailed presentation to the Town Commission on August 9, 2011 (Attachment 1), the Town Administration has met with Deco Bike, LLC representatives several times to finalize bike rental station (kiosk) locations and an agreement that reflects the parameters pertinent to Surfside

Analysis: The attached Concession Agreement (Exhibit A) allows the Town to enter into an agreement with Deco Bike, LLC. for an initial five year term with the option to renew at for an additional five year term thereafter.

This agreement is similar to the one in existence between Deco Bike, LLC and the City of Miami Beach however it is presented with the requirements by the Town for the operation within Surfside and incorporates the recommendations from the Town Commission deemed from discussions on this initiative while being a Point of Light over the last few months.

Included in the agreement are a schedule for the payment of revenues, an auditing process, and termination avenues if deemed necessary.

Designated locations for the kiosks (Attachment 2):

Surfside		Closest Crossroads	
Station #:	Phase:	Street:	Avenue:
1	1	88 th Street	Collins (Tennis Center)
2	1	93 rd Street	Collins (Municipal Complex)
3	2	94 th Street	Harding (Publix)
4	3	96 th Street	To be determined
5	3	Beach Access	To be determined

Each kiosk maintains the existence of adjacent revenue generating parking spaces.

The following are the additional requirements that are listed in an Addendum attached to the agreement:

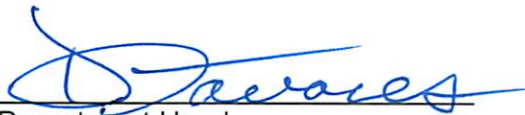
1. The base of each kiosk will match the ground cover at each location as best possible in color and/or similar paving to the existing surface pending approval by Town Manager or designee.
2. All kiosks located in Surfside to be painted in "Surfside Blue" with Town Logo.
3. List local businesses on kiosks pro bono for a period of time. Town Manager or designee to assist Concessionaire with selection of businesses and accompanying pro bono time frame.
4. Kiosk advertisements of Surfside businesses only or businesses owned and operated by Surfside residents. Approval of advertisements by Town Manager or designee required.
5. Option for the Town to place advertisements on the kiosks to promote events (etc.). Advertisements will be pro bono or at a substantially reduced rate.
6. Installation of a kiosk at 94th Street and Harding Avenue is pending a site survey and the securing of any necessary easement from Publix.
7. A location on 96th Street to be determined within ninety (90) days of agreement.
8. One (1) beach end location to be determined within ninety (90) days of agreement.
9. All site locations subject to securing Town Building Permits prior to installation.
10. Commitment to work with the Surfside Police Department on educational and training initiatives regarding bike safety.

It is important to note that there is no outlay of cost to the Town for the installation of the rental stations or the maintenance and operation of the program. These expenses are incurred by Deco Bike, LLC. The Town will actually receive revenue from the gross bike rental sales (twelve percent) and advertisement (twenty five percent) on the kiosks and bicycle baskets.

Budget Impact: The first year estimated revenue to the Town is \$13,440.

Staff Impact: Monitoring the program would be the responsibility of existing staff.

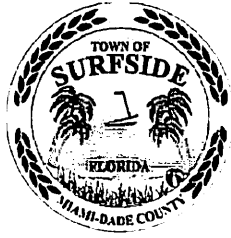
Recommendation: It is recommended that the Town Commission ratify the accompanying resolution and approve the agreement with Deco Bike, LLC.



Department Head



Town Manager



Town of Surfside Commission Communication

Agenda Item

Agenda Date: August 9, 2011.

Subject: Deco Bike Bicycle Rental Station – Vice Mayor Graubart Action Item/Points of Light (POL).

Background: The Town Manager met with Deco Bike owner Mr. Colby Reese on July 21, 2011 regarding possible bike rental station(s) for Surfside.

Presently the company operates seventy two (72) solar powered rental stations, containing a total of seven hundred bicycles (700), throughout Miami Beach with approximately another twenty five (25) planned (Attachment A & B).

- Website: www.decobike.com
- Program overview/Brochure: www.decobike.com/program.pdf
- Promotional video with DECOBIKE Ambassador Chad Ochocinco (NFL superstar):
<http://www.youtube.com/watch?v=4uQN1HIJmB8>
- Short "How To Use" DECOBIKE video:
<http://www.youtube.com/user/DecoBikeTV#p/a/u/1/7NBNmcmK3sE>

All transactions are conducted via credit card at the rental stations. Customers have the option of joining a monthly rental program (minimum of three (3) months for either \$15 or \$25 per month) or paying per trip on an hourly basis (from \$5 per hour). Each bike is fitted with a locator/identifier chip and locks automatically at any rental station.

Analysis: The Town would enter into an agreement with Deco Bike similar to the one in existence with Miami Beach. The Town Attorney is presently reviewing this agreement for adaptation to meet Surfside's conditions. There would be no outlay of cost to the Town for the installation of the rental station(s) or the maintenance of the program. These expenses are incurred by Deco Bike. The Town would designate the location(s) for the rental station(s). All effort would be made to determine appropriate locations with the view of avoiding using any existing parking spaces (as utilized at some stations in Miami Beach).

As part of the agreement the Town would receive twelve percent (12%) of the user fees. In addition, Deco Bike rents advertising on the bikes and the Town would receive twenty five percent (25%) of this revenue.

The company is also committed to giving back to the community through various educational campaigns advocating for the safe operation of bicycles. They have created and provide financial support for Bike for Life USA (a 501c3 non-profit organization) aimed at educating and training youth on bike safety and repairs as well as promoting cycling initiatives and infrastructure. Deco Bike would

work with the Surfside Police Department on these initiatives for the Town that could utilize the new Community Center, and its access to the beach hard pack trail, as a venue.

With the advent of a dedicated bike lane being installed on Collins Avenue, as part of the Florida Department of Transportation (FDOT) repaving project, and the existing availability of the beach hard pack trail, the location of bike rental station(s) in Surfside is a desired goal of the Deco Bike system.

These bicycles would provide an opportunity for Surfside residents and visitors to enjoy an environmentally sensitive form of transportation to and from our neighboring communities and/or a recreational vehicle for the beach hard pack.

Budget Impact: \$5,002.50 for the first year estimated revenue to the Town (Attachment C) assuming advertising on bike baskets and not the bike rental stations.

Staff Impact: Monitoring the program would be the responsibility of existing staff.

Recommendation: The Town Commission should consider authorizing further negotiations with Deco Bikes. See Attachments D and E regarding the debate underway in Miami Beach regarding advertising. If we do not allow advertising on the bike rental stations the estimated payment to the Town for the first year of the program would be \$5,002.50. Allowing for advertising on the bike rental stations would increase the estimated first year payment to the Town to \$13,440. While revenue is not the only factor in approving this program, there could be an offsetting revenue loss if the utilization of parking space location(s) for the bike station(s) is unavoidable. If the program is not of sufficient merit for the Town Commission to authorize continued negotiations, we would appreciate that decision as soon as possible.

Department Head

Town Manager





THE CITY OF MIAMI BEACH PUBLIC BICYCLE SHARING & RENTAL PROGRAM



THE GREENING OF MIAMI BEACH

The GREEN Transportation Revolution has begun... First in Paris, then Barcelona, and now the City of Miami Beach and its world-famous South Beach Art Deco districts... DECOBIKE Miami Beach is the new ZERO-pollution public transit system for residents and visitors alike that is also healthy, fast, and efficient.

Miami Beach is a city known across the globe for its sunny weather, top-notch entertainment, beautiful people and amazing beaches and scenery—but at the same time it's also a city that is helping lead the way with GREEN practices and sustainable transportation initiatives. After all, going GREEN isn't just a trend, it's a responsibility...



SOWHATEXACTLY IS DECOBIKE?

DECOBIKE IS THE NEW WAY TO GET AROUND MIAMI BEACH... We are moving an entire city of people faster, healthier and **GREENER** than ever before.

DECOBIKE puts European-style bike sharing on the map with the largest and most comprehensive city-wide system in the United States, operating 24 | 7 | 365. With more than 100 solar-powered "DECOSTATIONS," the Miami Beach system is capable of operating well in excess of 1,100 custom DECOBIKES and is easily expandable. This system allows members to check a DECOBIKE out from any DECOSTATION and simply return it to any DECOSTATION in the city when done.

DECOBIKE serves all major points of interest throughout the City. Whether your destination is your home, office or the newest and coolest restaurant or hotel, DECOBIKE is there waiting for you at your doorstep 24 hours per day. The tropical and historic setting of South Beach makes it the premiere location in the United States for a Public Bike Sharing & Rental Program.

DECOBIKE's primary goals:

- to replace those short trips normally made by car
- to increase community mobility
- improve upon community health
- reduce overall need for automobiles and fossil fuels
- help rid the atmosphere of harmful air pollution



info@decobike.com
www.decobike.com





SOWHATEXACTLY IS DECOBIKE?

DECOBIKE IS FUN

Visitors, locals and all your friends and family can enjoy the best beaches, shops, restaurants, parks and attractions throughout the city. DECOBIKE gets you into places cars simply can't go... The best way to enjoy the world-famous Ocean Drive and Lincoln Road Mall is on a DECOBIKE. Also, as a DECOBIKE member you will enjoy invites to exclusive parties, events, and promotions in and around Miami Beach.

HEALTHY

Biking to work or around town is one of the easiest ways to lose weight, boost your health and energy levels while helping minimize your risk of cancer and heart disease. You can stay fit just by commuting around town on a DECOBIKE. Adult cyclists typically have a fitness level equal to someone 10 years younger and a longer life expectancy.

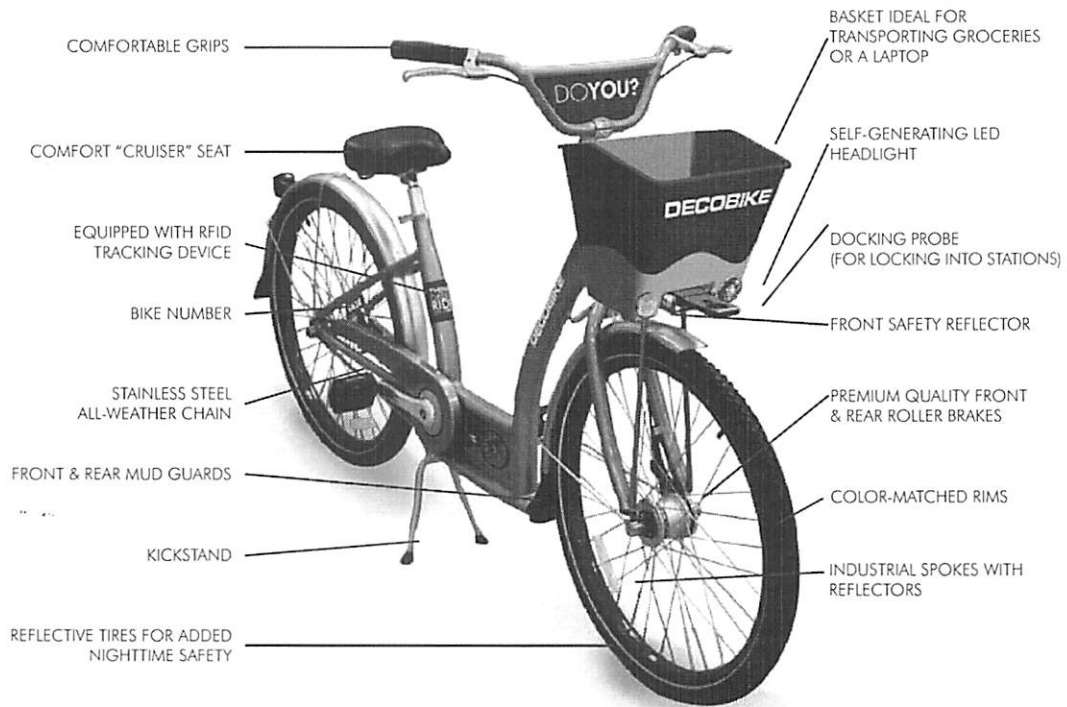
DECOBIKE IS THE CLEANEST & GREENEST METHOD OF TRANSPORTATION

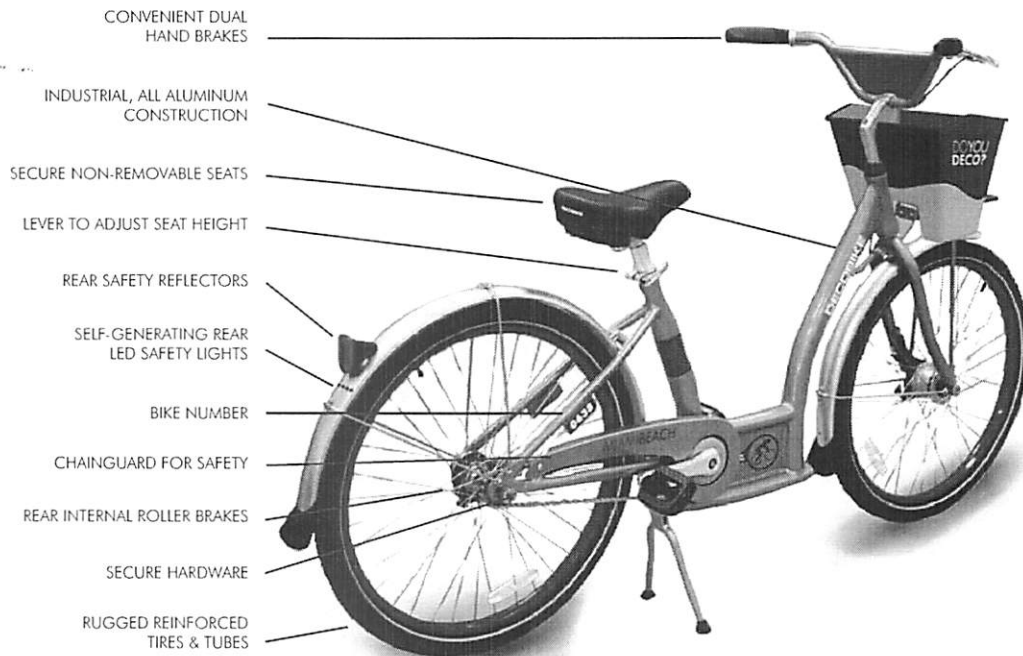
DecoBike is the new ZERO-pollution commuter program; it requires no fossil fuels and has the efficiency equivalent of over 3,000 miles per gallon. Cleaner air, healthier lungs and longer, happier lives are the result.



info@decobike.com
www.decobike.com

DECOBIKEFEATURES





SO WHAT EXACTLY IS DECOBIKE?

DECOBIKE IS THE FASTEST & MOST CONVENIENT WAY TO GET AROUND THE CITY

No more worrying about storing and maintaining your own bike because with your DECOBIKE membership that's all included for **FREE!** And besides, DECOBIKE is YOUR bike...

And with so many DECOSTATION locations to choose from, there is no more wasting time or fuel stuck in traffic unnecessarily. You won't have to waste any more of your time looking for hard to find parking spaces for your car or spend another dollar on cab fares. With DECOBIKE you take the shortest and most direct routes to all your destinations saving you time, hassle and money - **virtually** eliminating the need for an automobile throughout the City.

DECOBIKE IS
SMART Each DECOBIKE is uniquely identifiable and communicates with every DECOSTATION. It knows who the rider is, how far he or she traveled, the length of time spent riding and can even calculate the carbon offset for each journey. Each DECOSTATION wirelessly processes transactions and communicates with the DECOBIKE Operations Center 24 hours a day, reporting inventory, availability and maintenance needs around the clock.



info@decobike.com
www.decobike.com



SOWHATEXACTLY IS **DECOBIKE?**

DECOBIKE IS EASY TO USE

DECOBIKE is so easy to use, anyone can do it. A membership card or credit card provides access to the program. Simply approach any station, swipe your card, follow the instructions and ride! DECOBIKE's easy to understand, multiple-language menus and website make the program friendly even to travelers from outside the country. Membership sign-up is easy and is made available at www.decobike.com. Membership or pre-registration is not required since each DECOSTATION is credit card enabled.

DECOBIKE also features an exclusive iPhone App and live interactive web-based DECOMAP showing the exact locations of all stations, available bikes and vacant docking spaces in real-time. Getting around Miami Beach has never been easier! Also for your convenience, you can visit the DECOSTORE located at 723 Washington Avenue in South Beach where you can ask questions about the DECOBIKE program, get helmets, locks, apparel, souvenirs and other accessories for your journeys.



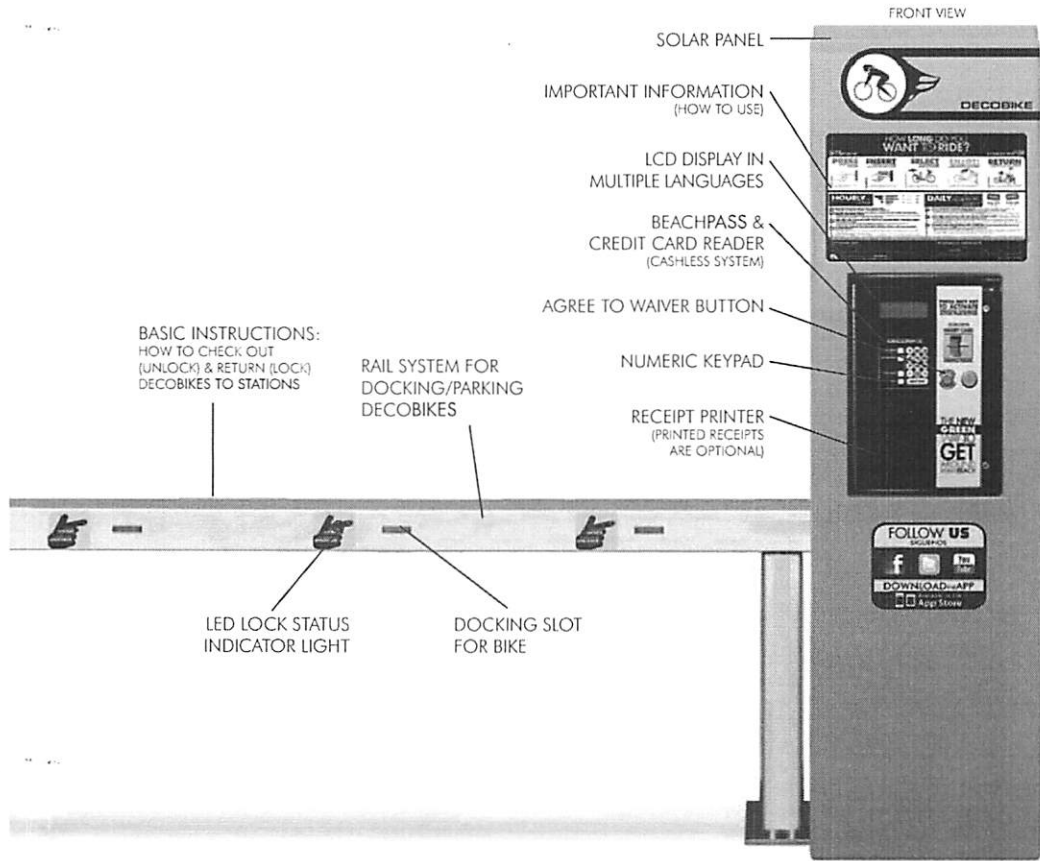
info@decobike.com
www.decobike.com

MEET OUR DECOSTATION

DECOSTATIONS are kiosks where you can pick up or drop off your DECOBIKE. All of our DECOSTATIONS are solar-powered, automated, wireless & operate 24 hours a day. You can easily identify them by their bright GREEN color. They each have a map of the City of Miami Beach where you can see all other DECOSTATION locations, parks, civic centers, & places of interest.



DECOSTATION FEATURES





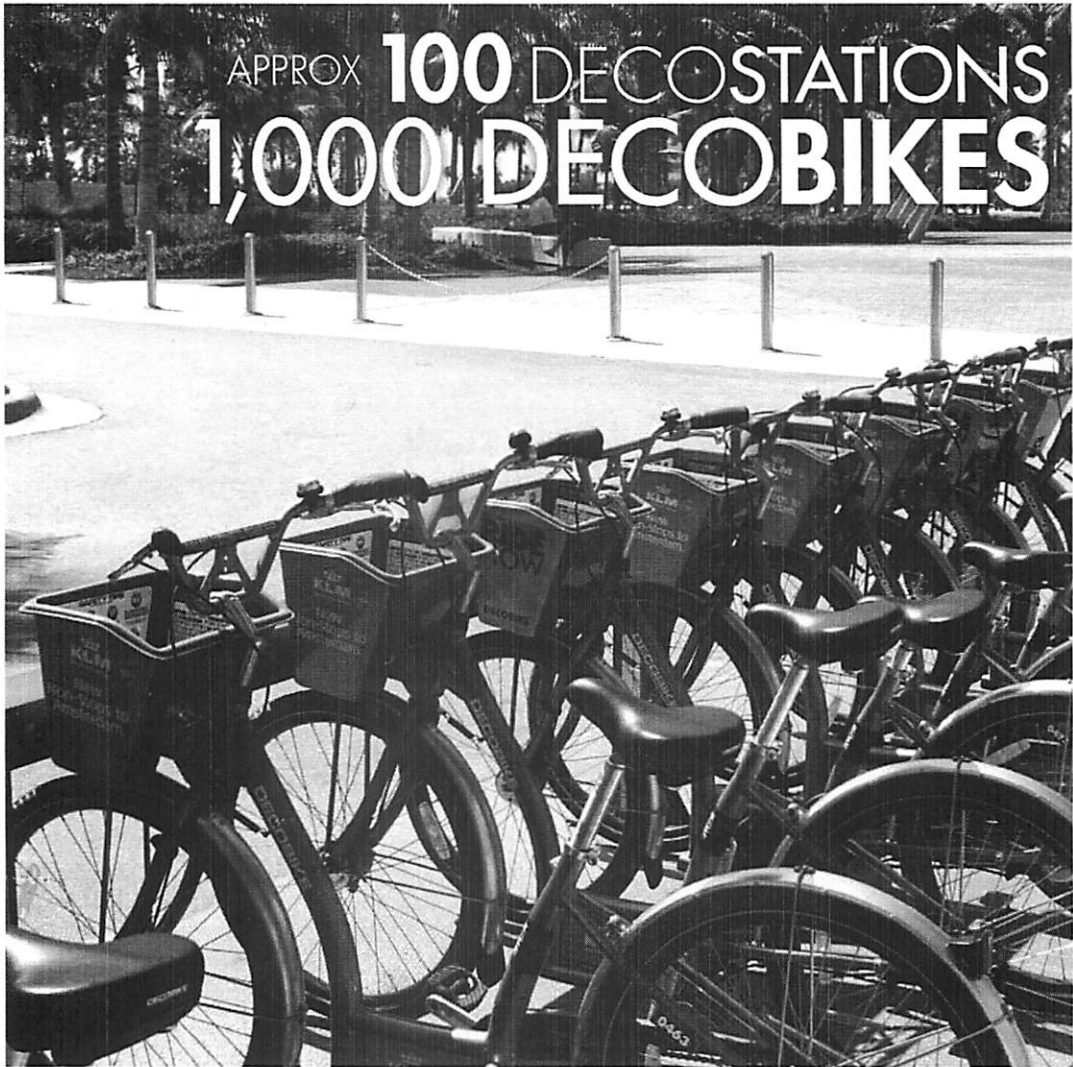
UNIQUE STATION NUMBERS

TIPS, RULES & REGULATIONS

LOCAL DIRECTORY MAP
(INCLUDES OTHER STATION LOCATIONS, CIVIC CENTERS, PARKS, GARAGES, ATTRACTIONS, HISTORIC DISTRICTS)

INTERNAL BACKUP BATTERY SYSTEM

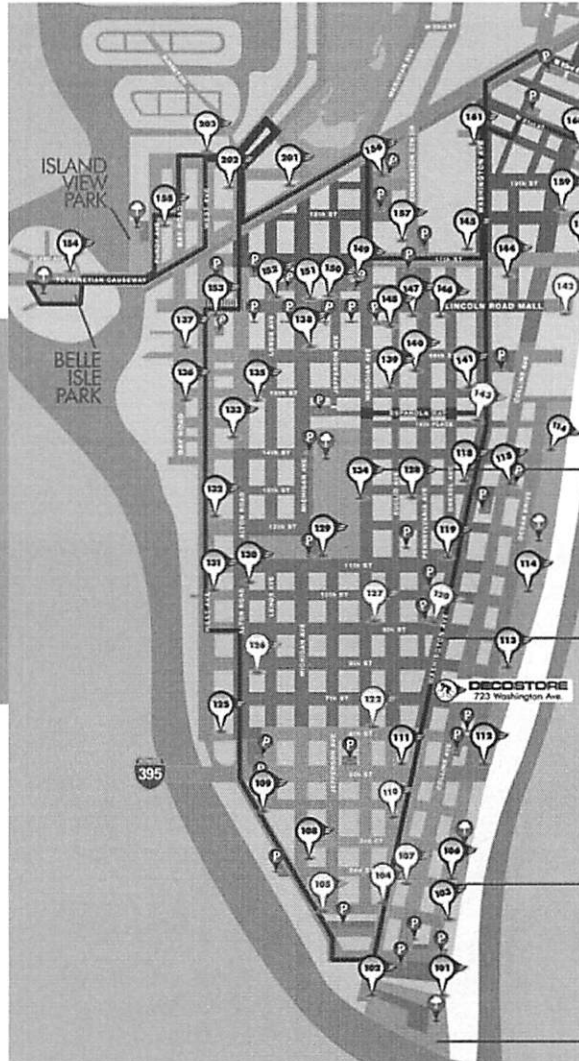
DECOSTATION Miami Beach uses independently operating solar-powered DECOSTATIONS that communicate via a wireless data network to the DECOSTATION Operations Center, 24 hours per day. The DECOSTATIONS are modular and typically accommodate 8, 12 or 16 bikes. The DecoStations are bright green in color and connect with a horizontal docking rail making them easily identifiable throughout the City at approximately 100+ locations.



WE'VE GOT YOU COVERED

We've got you covered! DECOSTATION locations cover you from South Pointe Park all the way up to 85th Street. Our locations are at or near all major commercial & retail centers, points of interest, parks, tourist destinations and major roads. We also have a DECOSTORE where you'll be able to find more information on our services, shop for DECOBIKE apparel, safety equipment and literature.

YOU OWN THE STREETS OF SOUTH BEACH

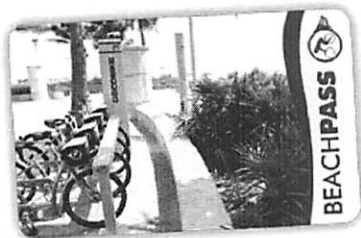




DOWNLOAD THE APP

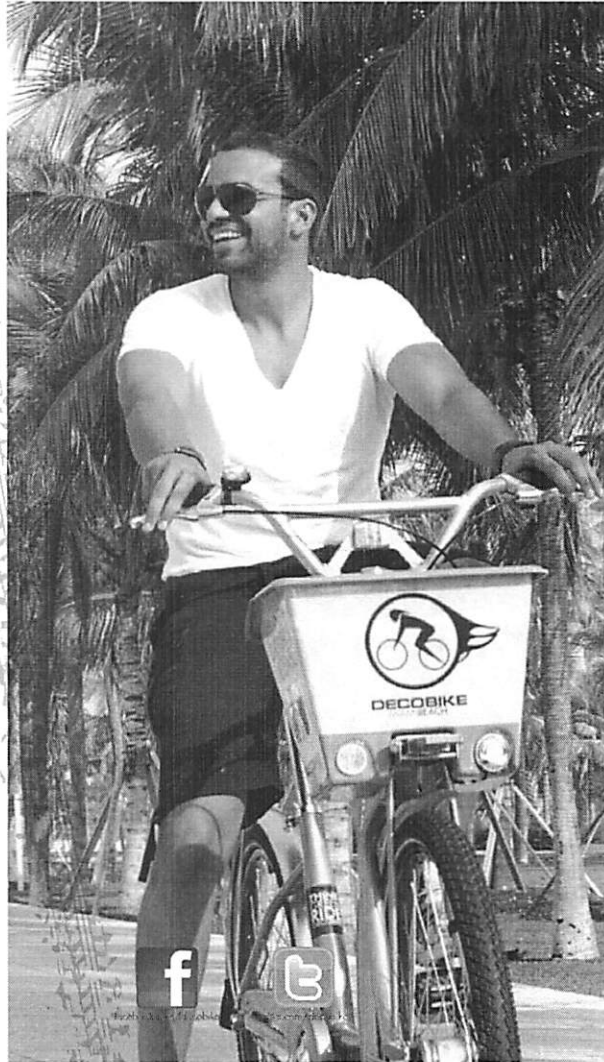
Our exclusive DECOBIKE iPhone and BlackBerry application made available for free online

- Locate stations, docking spaces and available bikes in real time
- Sponsor & Advertisement Placements
- Provides Maps & Directions for station locations

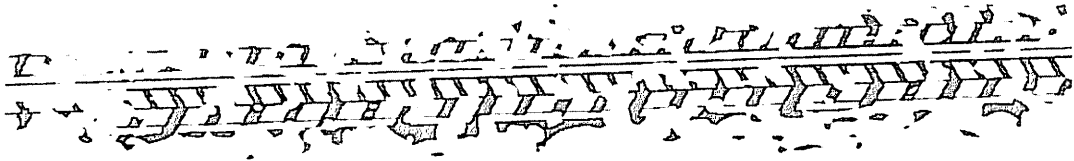


BEACHPASS

The BEACHPASS is your membership card for riding. Come by our DECOSTORE for more details on how to become a member and all the advantages of being one.



CYCLING FACTS



MEN & WOMEN WHO WALK OR BIKE
30+ MINUTES A DAY HAVE A
LOWER RISK
OF **CANCER**

82% OF BICYCLE COMMUTERS BELIEVE THEIR
HEALTH HAS IMPROVED
SINCE THEY STARTED BIKING TO WORK

CYCLING TO WORK MAKES YOU
LEANER AND LESS LIKELY
TO GAIN WEIGHT



DECOBIKE
MIAMIBEACH

For additional information, please contact:

DECOBIKE, LLC.

Email: info@decobike.com

Office: 305.416.7445

Fax: 305.416.7446

THE OFFICIAL CITY OF MIAMI BEACH PUBLIC
BICYCLE SHARING & RENTAL PROGRAM

www.decobike.com

Attachment C

DECOBIKE Surfside

Revenue Proforma

Basis: 50 Bike Program, 5YR with 5YR renewal

5 Year Term, 5 Year Renewal

Term 1	Members	Avg. Rate	Member Total	Rental Trips	Avg. Rate	Rental Total	Bike Sponsor/Ad
Year 1	150	\$ 15.00	\$ 2,250.00	4000	\$ 4.00	\$ 16,000.00	\$ 45,000.00
Year 2	250	\$ 15.00	\$ 3,750.00	4500	\$ 4.00	\$ 18,000.00	\$ 45,000.00
Year 3	300	\$ 15.00	\$ 4,500.00	5000	\$ 4.00	\$ 20,000.00	\$ 45,000.00
Year 4	350	\$ 15.00	\$ 5,250.00	5500	\$ 4.00	\$ 22,000.00	\$ 45,000.00
Year 5	400	\$ 15.00	\$ 6,000.00	6000	\$ 4.00	\$ 24,000.00	\$ 45,000.00
Term 1 Totals:		\$ 15.00	\$ 21,750.00	\$ 4.00	\$ 4.00	\$ 100,000.00	\$ 225,000.00
Term 1 Gross Revenues:	\$ 346,750.00						

Term 2 Renewal	Members	Avg. Rate	Member Total	Rental Trips	Avg. Rate	Rental Total	Bike Sponsor/Ad
Year 6	400	\$ 15.00	\$ 6,000.00	7500	\$ 4.50	\$ 33,750.00	\$ 45,000.00
Year 7	400	\$ 15.00	\$ 6,000.00	7500	\$ 4.50	\$ 33,750.00	\$ 45,000.00
Year 8	400	\$ 15.00	\$ 6,000.00	7500	\$ 4.50	\$ 33,750.00	\$ 45,000.00
Year 9	400	\$ 15.00	\$ 6,000.00	7500	\$ 4.50	\$ 33,750.00	\$ 45,000.00
Year 10	400	\$ 15.00	\$ 6,000.00	7500	\$ 4.50	\$ 33,750.00	\$ 45,000.00
Term 2 Totals:		\$ 15.00	\$ 30,000.00	37500	\$ 4.50	\$ 168,750.00	\$ 225,000.00
Term 2 Gross Revenues:	\$ 423,750.00						

Total Gross Revenues:	\$ 51,750.00	\$ 268,750.00	\$ 450,000.00
Revenue Share:	12%	12%	25%
Net to Town per Category:	\$ 6,210.00	\$ 32,250.00	\$ 112,500.00

10YR NET REVENUES TO TOWN OF SURFSIDE	\$ 150,960.00
--	----------------------

Note:

Vendor numbers have been reduced as follows:

1) Advertising is only recommended on the bike baskets and not the bike rental stations.
Year One with basket and bike rental station advertising of \$45,000 reduced 75% to \$11,250

2) Bike Membership/Rentals Revenue of \$18,250 times 12% equals \$2,190 plus \$2,812.50 (\$11,250 basket advertising only times 25%) for estimated first year revenue to the Town of Surfside of \$5002.50

JOHN S. KNEIGHT (1994-1996)

THE MIAMI HERALD | EDITORIAL

Nice wheels

OUR OPINION: Keep popular bike-sharing program growing

Look, it's not rocket science — it's not even debt-ceiling negotiations. The city of Miami Beach and the company that manages a bike-sharing program there can work out the kinks. And unlike the deficit — and the combatants trying to wrangle it — the bike program is really, really popular.

DecoBikes has been a huge hit with Beach residents and visitors alike. In four months, the program has seen 180,000 rides — impressive. Obviously, people like the ease of transportation and the exercise that bikes offer. They're easy on the environment, too. Riders avoid South Beach's well-known traffic congestion, and when it's time to find a parking space, they simply leave the two-wheelers at one of 72 stations around South Beach. All this for \$4 every 30 minutes — and cheaper still for monthly passes for residents.

Though it's a great bargain for bike users, it hasn't been such a great deal for DecoBikes. It hasn't been able to generate enough revenue to allow the program to expand to mid- and North Beach.

A big part of the reason is because the city has curtailed its ability to sell advertising. Right now, DecoBikes can only place ads on the bicycles' baskets. But the baskets are small and a hard sell. DecoBikes wants to place larger ads, 7 feet by 2 feet, on the bike racks. City administrators, however, say ads that size would be an eyesore.

Eyesores? What about all those huge ads on bus shelters? What about all the neon glitz and shabby bling along Washington Avenue? What about all those scantily clad people of all sizes giving us way, way too much "information?"

Come on, South Beach is all about visual stimulation. The Beach and DecoBikes can work this out.

Revisit the contract and each side give a little. Agree to smaller ads? Maybe in fewer locations? The city kicks in a small subsidy?

Just keep this smart and popular program rolling.



AL DIAZ/MIAMI HERALD STAFF

READY FOR A RIDE: Tourists, from left, Herna Coe, 29; Grace Buana, 27; Rachel Naftali, 28; and Pamela Pauw, 23, pick up their bikes at a kiosk at Ninth Street and Ocean Drive.

MIAMI BEACH

BY PERRY STEIN
pstein@miamiherald.com

BIKE-SHARE PROGRAM'S BUMPY RIDE

There are plenty of riders, but not enough advertising revenue to cover the high costs.

Four months since its launch, a hyped bike-sharing program in Miami Beach has attracted an impressive 180,000 rides, but has failed to bring in enough revenue to keep rolling without financial concerns.

DecoBike has installed more than 65 bike-sharing racks in the city, allowing riders to zoom to the grocery store or cruise to the beach before dropping off the borrowed bike at the nearest rack — all while managating to avoid the Beach's notorious traffic and parking congestion.

"I think it's phenomenal," Mi-

ami Beach resident Victoria Prado said. "It cuts down on traffic, it cuts down on the parking problems and it keeps everyone healthy."

Residents like Prado make up more than half of the company's ridership.

But the program has yet to generate even 20 percent of its anticipated advertising revenue, according to Colby Reese, chief marketing operator of DecoBike, who said that efforts to bring in more money have been stymied by limited advertising options.

The bike program struck a

• TURN TO BIKES, 7B

Lots of bike-riders, but not enough ad revenue

• BIKES, FROM 1B

deal with the city that prohibited it from placing advertisements on its dozens of bike racks throughout the city.

It is currently limited to selling advertisements on the baskets of its bikes, charging \$100 per bike per month.

But Reese said that the baskets are a hard sell, and potential advertisers are turned off by their irregular size and shape.

Hoping to turn things around, the company went back to the city and asked if it could sell additional advertisements on the bike racks.

The city, however, wasn't quick to alter the contract, fearing that the ads — approximately 7-by-2 feet — would be an eyesore on the streets of Miami Beach.

"They're very huge; it's not acceptable," said Mayor Matti Herrera Bower. "When they came to us in the very beginning, they said they could do it without advertising. They should have thought of a better business plan and they should have researched more options."

DecoBike pleaded its case before the commission at its July 13 meeting. Commissioners didn't take a vote, but said the city would can-

vass Beach residents to see if they objected to large advertisements. They'll make a decision when the commission reconvenes after its August break.

"I think the public would just go crazy if this program wasn't there," said Commissioner Deede Weithorn, who owns her own bike but said she plans on using DecoBike to tool around with her out-of-town guests this summer. "I want this program to work and I will do everything I can to make sure it works."

Miami Beach is one of just a few U.S. cities to have a bike-share program for its residents. Washington, Denver and Minneapolis recently launched similar programs and New York and San Francisco plan to follow suit. Most of these programs, including Miami Beach's, are based on the immensely successful bike-share programs in Paris and Barcelona.

But Reese said DecoBike differs from all these programs because it is the only one that receives no public funding.

Miami Beach gives DecoBike prime real estate throughout the city to station its bikes, and in return, DecoBike gives the city 12 percent of its membership and rental fees and 25 percent of its advertising reve-



AL DIAZ/MIAMI HERALD STAFF

SOME ADVERTISING HELP: Wells Fargo recently agreed to sponsor 500 bikes for a month.

nue. The pricing system for the bike-sharing program is designed for short travel and is most affordable for residents. DecoBike charges four bucks for 30 minutes on the bike, with the assumption that most places in Miami Beach can be reached within a half-hour, moderately paced bike-ride.

Residents can buy a monthly pass for \$15 that gives them unlimited 30-minute rides.

Reese said advertising

revenue was initially expected to cover a third of DecoBike's \$1.8-million annual operating costs. The rest would come from membership and rental fees, which he said is on target.

DecoBike is averaging about \$10,000 a month from basket advertising sales. Wells Fargo just purchased 500 basket advertisements for a month, but Reese said that while this is a strong short-term deal, it doesn't solve any of DecoBike's long-term problems.

The bikes cost about \$700 a pop and the company has yet to recoup its \$4 million startup cost, he said.

Despite its financial woes, Reese said DecoBike is in no imminent danger of folding.

Reese said the advertising revenue will help ensure that the bikes are maintained and contribute to DecoBike's long-term goal of making bikes available to North and Mid Beach residents, and eventually stock one bike per 88 Beach residents — about 1,000 bikes.

There are currently 650 bikes available at 72 stations. DecoBike has yet to deploy its additional stock of 350 bikes because it has yet to build the needed stations — in part because the company still doesn't have the necessary permits and construction in some of the areas of the beach have delayed plans.

"Is DecoBike's financially failing? No, but we need to know that we can prosper to put out the stations and bikes that we need," Reese said. "We're not in this to lose money and we don't want to break even, but right now breaking even is a great thing."

According to Reese, allowing advertising on property that DecoBike already has would be a win-win for everyone. DecoBike would bring in more money and the city would receive a large chunk of cash.

"It's critical that the city understand that typically they would have to pay for everything," Reese said. "We've come up with a solution that is at no risk to the taxpayers and city and it solves all our goals."

Mayor Bower said she also hopes the program stays on track — even though she can't bike because of vertigo.

"I asked if they could bring in a tricycle," she said. "I think I could ride that."

STATION LOCATION GUIDE



DECOBIKE
SURFSIDE

STATION LOCATION GUIDE

STATION NUMBER: 1
LOCATION: Collins Ave. & 88th Street
STATION SIZE: 16-BIKE SINGLE

SURFACE TYPE: **New Concrete Pad**
COORDINATES
LAT: 25.87308
LONG: -80.12178



STATION LOCATION GUIDE

STATION NUMBER: **2**
LOCATION: **Collins Ave. & 93rd Street**
STATION SIZE: **16-BIKE SINGLE**

SURFACE TYPE: **New Concrete Pad**
COORDINATES
LAT: **25.88108**
LONG: **-80.12221**



STATION LOCATION GUIDE

STATION NUMBER: 3

LOCATION: 94th Street & Harding Ave.

STATION SIZE: 16-BIKE SINGLE

SURFACE TYPE: Aluminum Platform

COORDINATES

LAT: 25.88350

LONG: -80.12351



RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AN CONCESSION AGREEMENT WITH DECO BIKE, LLC ; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO DO ALL THINGS NECESSARY TO IMPLEMENT THE TERMS OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside, Florida a municipal corporation of the State of Florida (hereinafter referred to as "Town") agrees to enter into agreement with Deco Bike, LLC ; and

WHEREAS, the Town has selected Deco Bike, LLC as qualified to implement, manage and operate a bike sharing program within the Town limits of Surfside Florida; and

WHEREAS, Deco Bike, LLC is qualified, willing and able to provide the desired services on the terms and conditions set forth in agreement (attached as Exhibit "A").

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 and Town Attorney to enter into the Agreement by and between Deco Bike, LLC and the Town of Surfside attached as Exhibit "A".

Section 3. Implementation. The Town Manager and 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 will become effective upon adoption.

PASSED AND ADOPTED this ____ day of ____ 2011.

Motion by Commissioner _____, second by Commissioner _____.

FINAL VOTE ON ADOPTION

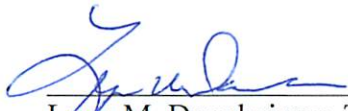
Commissioner Michael Karukin	_____
Commissioner Edward Kopelman	_____
Commissioner Marta Olchyk	_____
Vice Mayor Joseph Graubart	_____
Mayor Daniel Dietch	_____

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, Town Clerk

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



Lynn M. Dannheisser, Town Attorney

EXHIBIT A

Deco Bike, LLC.
Town of Surfside

Concession Agreement
for a Self-Service Bicycle Rental &
Sharing Program

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**CONCESSION AGREEMENT BETWEEN
TOWN OF SURFSIDE, FLORIDA AND
DECO BIKE, LLC.
FOR THE
IMPLEMENTATION, MANAGEMENT AND
OPERATION OF A SELF-SERVICE BICYCLE SHARING PROGRAM
PURSUANT TO REQUEST FOR PROPOSALS NO. 44-07/08.**

THIS AGREEMENT made on _____ (Effective Date), between the **TOWN OF SURFSIDE**, a municipal corporation of the State of Florida, having its principal address at 9293 Harding Avenue, Surfside, Florida, 33154 (hereinafter called "Town"), and **DECO BIKE, LLC.**, a Florida corporation, with offices at 3301 NE 1st Avenue LPH-6, Miami, Florida 33137 (hereinafter called "Concessionaire").

WITNESSETH

WHEREAS, self-service bicycle sharing programs are revolutionizing the way residents and tourists commute within cities in Europe and North America, and a self-service bicycle sharing program with public access has been determined by the Town to be a desirable and valuable mode of alternative public transportation for the community; and

WHEREAS, a self-service bicycle sharing program serves as a great health benefit to residents and tourists, alleviates parking and vehicular traffic congestion, and reduces vehicle emissions and reliance on fossil fuels, serving as a vital and integral part of the community; and

WHEREAS, a self-service bicycle sharing program will generate revenues for the Town; and

WHEREAS, on September 10, 2008, the Miami Beach City Commission authorized the issuance of a Request for Proposals No. 44-07/08 to solicit proposals for the City-wide implementation, management and operation of a self-service bicycle rental program available to the public (the RFP); and

WHEREAS, the Mayor and Town Commission, at its November 8, 2011 meeting, passed and adopted Resolution No. _____, which accepted the recommendation of the Town Manager, pursuant to the RFP; and authorized the Administration to enter into negotiations with Concessionaire as the top-ranked responsive proposer; and

WHEREAS, accordingly, the Town and Concessionaire have negotiated the following Agreement for the implementation, management and operation of an exclusive Town-wide self-service bicycle sharing program (the "program").

NOW THEREFORE, in consideration of the premises and the mutual covenants and conditions herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, it is agreed by the parties hereto as follows:

The Town hereby grants to the Concessionaire, and the Concessionaire hereby accepts from the Town, the right to operate the following described concession within the Town limits (hereinafter called the Concession Service Zone) and upon the Concession Areas (as defined herein) in conformance with the purposes and for the period stated herein and subject to all the terms and conditions herein contained and fairly implied by the terms hereinafter set forth.

SECTION 1. TERM.

1.1 The initial term of this Agreement shall be for five (5) years, commencing on the date of Operational Rollout. The "Operational Rollout" date shall be defined as the earlier of: (i.) the first date that access to bicycles in the program is available to the public; or (ii.) seven (7) months from the Effective Date (as set forth on p. 4 hereof).

Concessionaire shall provide the Town Manager or his designee with written notice of the Operational Rollout date no later than thirty (30) days prior to the commencement of said date.

1.1.1 The collection of security deposits (if any) by Concessionaire prior to the Operational Rollout date, as a part of the member subscription registration process for the program or any free public demonstration periods, shall not be used in determining the Operational Rollout date.

1.1.2 The Operational Rollout date may be extended by the Town Manager, in writing, at his sole discretion, upon written request from Concessionaire, which notice shall state the reason for the request and the anticipated period of time requested.

1.2 At the Town's sole discretion, and provided further that the Concessionaire is not in default, commencing upon written notice from Concessionaire to the Town, which notice shall be given in the fifth contract year of the initial term (and then no later than ninety (90) days prior to expiration of said term), the Town may extend the term of this Agreement, for one (1) additional five (5) year renewal term.

As a condition to such renewal, the Town may require Concessionaire to purchase new Equipment (as defined herein), if the Town Manager deems necessary. Concessionaire shall deliver to Town, no later than ninety (90) days prior to the expiration of the initial term: (i.) a schedule of any Equipment which was replaced during the initial term; and (ii.) an itemized list of proposed replacement Equipment. The schedule and list shall be delivered to, reviewed, and approved by the Town Manager prior to, and as a condition of, the Town's consideration and approval of the renewal term.

1.3 For purposes of this Agreement, a "Contract Year" shall be defined as that certain 365 day period commencing on the date of Operational Rollout.

SECTION 2. CONCESSION AREA(S) AND CONCESSION SERVICE ZONE.

The Town hereby grants to the Concessionaire the right, during the Term of this Agreement, to operate the concession, as described herein, generally, in the following Concession Service Zone and, specifically, upon the following Concession Areas (hereinafter such areas shall be referred to individually as a Concession Area, or collectively as the Concession Areas):

2.1 Concession Service Zone.

The Concession Service Zone shall be defined as the geographical scope of the program, which is deemed to be Town-wide, and shall include all the Concession Areas (as defined below and in Exhibit 2.2) within the town limits of Surfside.

2.2 Concession Area (s).

The Concession Areas are the actual physical site locations for the program rental kiosks, as delineated on the Site List, which lists shall be approved by the Town Manager or his designee, in writing, and attached and incorporated as Exhibit 2.2 to this Agreement, no later than thirty (30) days prior to the Operational Rollout date. In selecting the Concession Areas for this Agreement, the parties shall give consideration to minimizing the impact upon the available number of public parking areas/spaces in the Town.

2.2.1 In the event that a Concession Area(s) indicated on the approved Site Plan and Site List is subsequently found to be unsuitable for a kiosk location, Concessionaire and the Town shall use reasonable efforts in mutually cooperating to find a replacement Concession Area, within a distance equal to one (1) town block, within thirty (30) days, and the approved Site Plan and Site List (in Exhibit 2.2) shall be amended accordingly. The same procedure shall be followed for the addition of new Concession Areas.

2.2.2 Underutilized Concession Area (s).

The Town Manager may deem a Concession Area an "Underutilized" Concession Area upon written request by Concessionaire to the Town Manager and upon Concessionaire presenting usage data for that Concession Area which indicates that the quantity of daily rentals or member uses originating from or returning to that Concession Area falls 50% below the Average Program Usage (as defined below); or as may otherwise be reasonably demonstrated by Concessionaire to the satisfaction of the Town Manager. The "Average Program Usage" ("APU") shall be defined as the average number of bicycle trips/uses per day per kiosk operating in the program during a given calendar month. In the event the Town Manager determines that a Concession Area is an Underutilized Concession Area, the Town shall use reasonable efforts to cooperate with Concessionaire to transfer to or

create a new Concession Area, and shall amend Site List (Exhibit 2.2) accordingly.

2.2.3

High-Risk Concession Area (s).

The Town Manager may deem a Concession Area a “High-Risk” Concession Area, upon written request by Concessionaire to the Town Manager, when its incidence of theft and/or vandalism is 50% higher than the Average Theft-Vandalism Rate; or as may otherwise be reasonably demonstrated by Concessionaire to the Town Manager. The “Average Theft-Vandalism Rate” (“ATVR”) shall be defined as the average number of acts of theft or vandalism per kiosk operating in the program within a given calendar month. The Concessionaire shall present usage data for the Concession Area in question which indicates that the rate of theft and/or vandalism is 50% higher than the Average Theft/Vandalism. In the event that the Town Manager determines that a Concession Area is a High-Risk Concession Area, the Town shall use reasonable efforts to cooperate with Concessionaire to transfer to or create a new Concession Area and shall amend the Site List (Exhibit 2.2) accordingly.

SECTION 3. USE(S).

The Concessionaire is hereby authorized to conduct the following kind(s) of program related businesses and provide the following kind(s) of program related services within the Concession Area(s), all at its sole cost and expense:

3.1

Bicycle Rental Services

Concessionaire shall provide bicycle rentals at automated, self-service kiosks in the Concession Areas, on a short-term and subscription basis. The Town herein approves the: (i.) types of bicycles, as set forth in Exhibit 3.1, attached hereto; and (ii.) prices for rental and/or subscriptions for same, as set forth in Exhibit 3.2.1, attached hereto. Any amendments to Exhibits 3.1 and/or 3.2.1, whether as to type of bicycles to be rented, or as to changes in prices, must be approved in writing by the Town Manager or his designee prior to such changes being implemented within the Concession Area(s), and the respective exhibit(s) will be amended accordingly.

The Concessionaire agrees to maintain an adequate supply of bicycles necessary to accommodate demand. Bicycle rental and subscription services shall be offered daily to patrons at all times during the Concession Area(s) hours of operation, as set forth in Section 9 hereof.

Concessionaire and/or the Town may desire to add new technologies or equipment which may be developed in the future and are not contemplated under the Agreement.

In the event Concessionaire determines new equipment or technology should be used in the program, Concessionaire shall make a request, in writing, to the Town Manager which outlines the proposed new equipment or

technologies and the advantages resulting from their implementation. The Town Manager shall use reasonable efforts to approve or deny such request within thirty (30) days. In the event such a request is denied, the Town Manager shall provide a detailed explanation stating why such changes to the program equipment or technology should not be made.

Concessionaire shall integrate any approved new equipment and/or technology at Concessionaire's sole cost and responsibility and at no cost to the Town.

3.1.1 Intentionally Omitted.

3.1.2 All respective equipment within an individual Concession Area including, without limitation, the rental kiosks, bicycle racks, and bicycles (all of which may be hereinafter referred to collectively as the Equipment) shall be placed substantially in accordance with the approved Site Plan and Site List in Exhibit 2.2. Concessionaire shall not materially deviate from the approved Site Plan and Site List without the prior written consent of the Town Manager or his designee.

3.1.3 It is the Town's intent, and Concessionaire hereby agrees and acknowledges, to develop and promote a world class bicycle rental and sharing program that is comparable to those found at other world class communities similar to the Town of Surfside. The condition and quality of Concessionaire's Equipment shall at all times adhere to the highest responsible ongoing maintenance standards, in a manner that is consistent with the afore stated standards.

Concessionaire shall maintain its bicycles in good working order and repair and useable condition. At a minimum, this shall require the following: chain in good working order and free of rust; all moving components lubed; bicycle frame and fork structurally sound and in a clean condition; lights and reflectors functioning as designed; pedals in functional order; brakes functioning properly; handlebars properly attached and functional; tires inflated and free of excessive wear; wheels/spokes functional and free of excessive wear; seat in proper working order; all bolts and nuts properly secured; and all RFP-required accessories present and functioning as designed.

Concessionaire shall maintain the rental kiosks and bicycle racks in the Concession Areas in a good, clean working order and repair, including without limitation, keeping them free of graffiti.

In the event that a kiosk or rack is damaged for any reason, Concessionaire shall, at a minimum, commence repairs within forty-eight (48) hours, and, in any event, complete repairs or (if irreparable) replace the damaged kiosk or rack so that same is fully operational,

no later than ten (10) days from the date Concessionaire first becomes aware (or should be aware) of the damage.

In the event that a bicycle is damaged for any reason, Concessionaire shall, at a minimum, commence repairs within forty-eight (48) hours and, in any event, complete repairs or (if irreparable) replace the damaged bicycle(s) within ten (10) days from the first date of removal (at which time the fully repaired bicycle or a replacement bicycle shall be put back into service).

Following the Effective Date, the Town may, at its option, request that Concessionaire provide it with a full inventory of all program Equipment, including types and numbers (per item); dates of lease and/or purchase; and initial condition (established as of the date of inventory). Thereafter, Town and Concessionaire may jointly prepare a plan and schedule for the ongoing replacement and/or updating of Equipment throughout the Term of this Agreement.

Many small/light maintenance items may be done on-site by Concessionaire and/or its subcontractors to eliminate or minimize unit downtime, while moderate to heavy maintenance may require Equipment to be removed from circulation and serviced at Concessionaire's repair center.

The quality of Equipment offered in the program will be first-rate and comparable to similar bike sharing programs in world-class communities (similar to the Town of Surfside).

3.2 Intentionally Omitted.

3.3 Rental Kiosks and Bicycle Racks

Concessionaire shall erect, install, operate, and maintain, at its sole cost and expense, and at no cost to the Town, all program rental kiosks and bicycle racks within the Concession Areas contemplated in Exhibit 2.2.

Concessionaire shall not erect, install, operate, and maintain additional kiosks and bicycle racks (unless Concessionaire is undertaking the repair or replacement of an existing kiosk or bicycle rack in an approved Concession Area), nor identify additional or alternate locations for same (other than as identified in Exhibit 2.2), without the prior written approval of the Town Manager or his designee.

Concessionaire shall provide, at its sole cost and expense, any and all design services including, but not limited to, architectural and engineering services, as reasonably required for the design of the kiosks and bicycle racks. This shall include, without limitation, the following (as may be required by the Town): preparation of schematic design documents consisting of drawings, site plans, elevations, samples as required to show the scale and

relationship of the components and the design concept as a whole; and, based upon the schematic design documents, as approved by the Town, design development documents which may consist of, but not be limited to, drawings, outline specifications and other documents necessary to fix and describe the size and character of the kiosks and bicycle racks in terms of architectural, structural (if any), and electrical (if any) systems, construction finish materials, and such other elements as the Town may deem reasonably necessary and appropriate.

With regard to the design of the kiosks and bicycle racks, the Concessionaire may be required to participate in a number of public presentations, workshops, community meetings, etc., as required for review and approval from regulatory bodies, and as may otherwise be deemed necessary by the Town Manager, in his reasonable discretion, for community and public involvement. This shall include, without limitation, meeting with the staff of the Town's Planning Department to determine whether the kiosks and bicycle racks will require Design Review and Historic Preservation Board approvals. If so required, Concessionaire shall be responsible for securing all final, non-appealable approvals from any and all such regulatory boards, at Concessionaire's sole cost and expense; provided, however, that the Town (as the owner of the land for the Concession Areas) shall reasonably cooperate with Concessionaire in assisting with the timely submittal of any owner's affidavits (and/or such other documents that may be required by the Town, as owner of the land).

The Concessionaire herein warrants and represents to the Town that any architects utilized by Concessionaire shall be duly licensed and admitted to practice architecture in the State of Florida pursuant to Chapter 481, Florida Statutes, and additionally possess the requisite occupational licenses from the Town and the County. Any and all engineers required herein shall also be duly licensed and certified by the State of Florida to engage in the practice of engineering in Florida.

The Concessionaire shall, at its sole cost and expense, fabricate, construct, and install (or cause to be fabricated, constructed, and installed) the kiosks and bicycle racks, based on the approved design (and subject to the conditions, if any, or any regulatory board orders). Concessionaire shall be responsible for preparation of any and all plans and specifications for same, and shall be responsible for obtaining all required governmental approvals and permits prior to fabrication/construction/installation.

In the event any notice or claim of lien shall be asserted against the interest of the Town on account of or arising from any work done by or for Concessionaire, or any person claiming by, through or under Concessionaire, or for improvements or work, the cost of which is the responsibility of Concessionaire, Concessionaire agrees to have such notice or claim of lien cancelled and discharged within fifteen (15) days after notice to Concessionaire by Town. In the event Concessionaire fails to do so, Town may terminate this Agreement for cause without liability to Town.

Town shall not be liable for any claims, losses or damages suffered by third parties arising from Concessionaire's or its officers, agents, employees or contractors; fabrication, construction, and installation of the kiosks and bicycle racks, unless caused by Town's gross negligence or willful misconduct. In addition to the preceding sentence, Concessionaire shall maintain, or require that its contractor(s) maintain, worker's compensation insurance in at least the minimum amounts required by Florida law, and shall provide to Town a certificate evidencing such coverage.

3.3.1 Project Schedule / Project Implementation Launch

Concessionaire shall implement the program in three (3) phases:

Phase I:

Shall include Station #1 at 88th Street and Collins Avenue (Tennis Center), Station #2 at 93rd Street and Collins Avenue (Municipal Complex).

Phase II:

Shall include Station #3 at 94th Street and Harding Avenue (Publix).

Phase III:

Shall include Station #4 on, or near, 96th Street and Station #5 at a beach access point.

Concessionaire shall first commence the program with the setup and implementation of Phase I. Phase I shall be installed and implemented no later than the Operational Rollout date.

Upon Concessionaire notifying the Town Manager, in writing, that Phase I is installed, functioning properly, and operating as designed, and acceptance of the same, in writing, by the Town Manager or his designee shall provide written notice to Concessionaire that it can proceed with the setup and implementation of Phase II.

The procedure for implementation, set up, and Town acceptance of Phase II shall be the same as for Phase I. Phase II will be installed and implemented no later than three (3) months from the Operational Rollout date.

A similar procedure will accompany Phase III once the locations are determined.

For purposes of the completion dates above, neither Phase I, Phase II nor Phase III shall be deemed "installed and implemented" unless it has been accepted by the Town Manager, in writing, on or prior to such date.

Concessionaire shall provide the Town Manager or his designee with a hurricane preparedness/evacuation plan, which shall include the location and proof of ownership and/or control by Concessionaire (either through a deed, lease or other document satisfactory to the Town Manager or his designee) of the afore stated off-site storage facility; both of which shall be referenced in Exhibit 3.4, attached hereto. Concessionaire shall begin to restock the fleet into the Concession Areas only upon receiving verbal or written notice to do so from the Town Manager or his designee, and said restocking shall be completed within four (4) business days.

3.6 Intentionally Omitted.

SECTION 4. CONCESSION FEES.

4.1 Percentage of Gross Sales (PG):

Commencing with the Operational Rollout date, an amount equal to 12% percent of gross sales (PG), based on Concessionaire's gross sales receipts up to \$2,999,999.99, shall become due and payable by Concessionaire to the Town within fifteen (15) days following the end of each calendar month (during each contract year throughout the Term).

Commencing with the Operational Rollout date, an amount equal to 15% PG, based on Concessionaire's gross sales receipts surpassing \$3,000,000, shall become due and payable by Concessionaire to the Town within fifteen (15) days following the end of each calendar month (during each contract year throughout the Term).

Commencing with the first contract year following the Operational Rollout date, an amount equal to 25% PG of Concessionaire's gross sales receipts derived from Concessionaire's Bicycle Kiosk and Basket Sponsorship Program, shall become due and payable by Concessionaire to the Town fifteen (15) days following the end of each calendar month, (during each contract throughout the Term).

The term "gross sales receipts" is understood to mean "all income retained or accrued as a result of sales activity, derived by the Concessionaire under the privileges granted by this Agreement, including without limitation, Concessionaire's short-term bicycle rentals, bicycle subscription program, and membership sales, excluding amounts of any Federal, State, or Town sales tax, or other tax, governmental imposition, assessment, charge or expense of any kind, collected by the Concessionaire from customers and required by law to be remitted to the taxing or other governmental authority." Any sales which result in credit card chargebacks where the customer's credit card company refuses or denies payment on transactions shall not be calculated as a part of any revenues subject to revenue sharing.

4.2 Interest for Late Payment.

Any payment which Concessionaire is required to make to Town which is not paid on or before the respective date provided for in this Agreement shall be subject to interest at the rate of twelve (12%) percent per annum, or the maximum interest allowable pursuant to Florida law, whichever is greater, from the due date of payment until such time as payment is actually received by the Town.

4.3 Sales and Use Tax.

Any required Florida State Sales and Use Tax shall be paid by Concessionaire directly or added to payments and forwarded to the Town as part of said payments. It is the Town's intent that it is to receive all payments due from Concessionaire as net of such Florida State Sales and Use Tax.

4.4 Intentionally Omitted.

SECTION 5. MAINTENANCE AD EXAMINATION OF RECORDS.

Concessionaire shall maintain current, accurate, and complete financial records (on an accrual basis) related to its operations herein. Systems and procedures used to maintain these records shall include a system of internal controls and all accounting records shall be maintained in accordance with generally accepted accounting principles and shall be open to inspection and audit by the Town Manager or his designee, upon reasonable prior notice, whether verbal or written, and during normal business hours. Such records and accounts shall include, at a minimum, a breakdown of gross receipts, expenses, and profit and loss statements. In the event Concessionaire accepts cash as a form of payment, it shall maintain accurate receipt-printing cash registers or the like which will record and show the payment for every sale made or service provided in the Concession Areas; and such other records shall be maintained as would be required by an independent CPA in order to audit a statement of annual gross receipts and profit and loss statement pursuant to generally accepted accounting principles.

A monthly report of gross receipts must be submitted to the Town, through the Finance Department's Revenue Supervisor, to be received no later than thirty (30) days after the close of each month (during each contract year throughout the Term).

SECTION 6. INSPECTION AND AUDIT.

Concessionaire shall maintain its financial records pertaining to its operations herein for a period of three (3) years after the expiration or other termination of this Agreement, and such records shall be open and available to the Town Manager or his designee, as deemed necessary by them. Concessionaire shall maintain all such records at its principal office, currently located at 3301 NE 1st Ave. LPH-6, Miami, Florida, 33137, or, if moved to another location, all such records shall be relocated, at Concessionaire's expense, to a location in Surfside, within ten (10) days' notice (written or verbal) from the Town.

The Town Manager or his designee shall be entitled to audit Concessionaire's records pertaining to its operations, as often as he deems reasonably necessary throughout the Term of this Agreement, and three (3) times within the three (3) year period following

termination of the Agreement (regardless of whether such termination results from the natural expiration of the Term or for any other reason). The Town shall be responsible for paying all costs associated with such audits, unless the audit(s) reveals a deficiency of five (5%) percent or more in Concessionaire's statement of gross receipts for any year or years audited, in which case Concessionaire shall pay to the Town, within thirty (30) days of the audit being deemed final by the Town, the cost of the audit and a sum equal to the amount of the deficiency revealed by the audit, plus interest. These audits are in addition to periodic audits by the Town of Surfside Resort Tax collections and payments, which are performed separately. Nothing contained within this Section shall preclude the Town's audit rights for Resort Tax collection purposes.

Concessionaire shall submit at the end of each contract year (throughout the Term), an annual statement of gross receipts, in a form consistent with generally accepted accounting principles. Additionally, such statement shall be accompanied by a report from an independent CPA firm.

It is Concessionaire's intent to stay informed of comments and suggestions by the Town regarding Concessionaire's performance under the Agreement. Within thirty (30) days after the end of each contract year, Concessionaire shall meet with the Town Manager or his designee to review Concessionaire's performance under the Agreement for the previous contract year. At the meeting, Concessionaire and Town may discuss quality, operational, maintenance and any other issues regarding Concessionaire's performance under the Agreement.

SECTION 7. TAXES, ASSESSMENTS.

7.1 Concessionaire agrees and shall pay before delinquency all taxes (including but not limited to Resort Taxes) and assessments of any kind levied or assessed upon a Concession Area or the Concession Areas, and/or on Concessionaire by reason of this Agreement, or by reason of Concessionaire's business and/or operations within a Concession Area or Areas. Concessionaire will have the right, at its own expense, to contest the amount or validity, in whole or in part, of any tax by appropriate proceedings diligently conducted in good faith. Concessionaire may refrain from paying a tax to the extent it is contesting the imposition of same in a manner that is in accordance with law. However, if, as a result of such contest, additional delinquency charges become due, Concessionaire shall be responsible for such delinquency charges, in addition to payment of the contested tax, if so ordered.

Concessionaire shall also be solely responsible (at its sole cost and expense) for obtaining and maintaining current any applicable licenses or permits, as required for the operations contemplated in this Agreement including, without limitation, any occupational licenses required by law for the proposed uses contemplated in Section 3 and for each Concession Area (if required).

7.2 Procedure If Ad Valorem Taxes Assessed.

If ad valorem taxes are assessed against a Concession Area or the Concession Areas (or any portion thereof) by reason of Concessionaire's business and/or operations thereon, Concessionaire shall be solely responsible for prompt and timely payment of same.

SECTION 8. EMPLOYEES AND INDEPENDENT CONTRACTORS.

8.1 Concessionaire's Employees/Independent Contractors.

8.1.1 Concessionaire shall select, train and employ such number of employees as is necessary or appropriate for Concessionaire to satisfy its responsibilities hereunder. The Concessionaire, including its employees, is an independent Contractor and shall be treated as such for all purposes. Nothing contained in this agreement or any action of the parties shall be construed to constitute or to render the Concessionaire an employee, partner, agent, shareholder, officer or in any other capacity other than as an independent Contractor other than those obligations which have been or shall have been undertaken by the Town. Concessionaire shall be responsible for any and all of its own expenses in performing its duties as contemplated under this agreement. The Town shall not be responsible for any expense incurred by the Concessionaire. The Town shall have no duty to withhold any Federal income taxes or pay Social Security services and that such obligations shall be that of the Concessionaire other than those set forth in this agreement. Concessionaire shall furnish its own transportation, office and other supplies as it determines necessary in carrying out its duties under this agreement.

8.1.2 Concessionaire shall designate a competent full-time employee to oversee the day-to-day operations, and who shall act as the contract administrator for the program and serve as Concessionaire's primary point-person with the Town. This individual shall have the requisite amount of experience in operating, managing, and maintaining the program and operations contemplated herein. The employee shall be accessible to the Town Manager or his designee at all reasonable times during normal business hours to discuss the management, operation and maintenance of the program, and within a reasonable time frame during non-business hours in the event of emergency. Consistent failure by the employee to be accessible shall be reported to Concessionaire's principal(s), and if not rectified, shall be grounds for replacement of the employee.

8.2 Concessionaire's employees and/or contractors shall wear identification badges and uniforms approved by the Town Manager or his designee, during all hours of operation when such employee or contractor is acting within the scope of such employment or such contractor relationship. All employees and/or contractors shall observe all the graces of personal grooming. The Concessionaire shall hire people to work in its operation who are neat, clean, well groomed, and who shall comport themselves in a professional and courteous manner. The Concessionaire and any persons hired or otherwise

retained by Concessionaire, shall never have been convicted of a felony.

- 8.3 Concessionaire shall make good faith efforts to hire employees and/or contractors for the program from among unemployed workers in the Town of Surfside workforce.

SECTION 9. HOURS OF OPERATION.

All Concession Areas and operations thereon shall be open every day of the year, weather or events of force majeure permitting, and shall be open to the public 24 hours per day, 365 days per year.

SECTION 10. IMPROVEMENTS, MAINTENANCE, REPAIR and OPERATION.

The Concessionaire accepts the use of any and all Concession Areas provided in this Agreement **"AS IS," "WHERE IS,"** and **"WITH ALL FAULTS,"** existing of at the Commencement Date.

Concessionaire assumes sole responsibility and expense for maintenance of the Concession Areas and all Equipment thereon.

10.1 Improvements.

- 10.1.1 In addition to the specific procedures set forth in Section 3.3 for the design, fabrication, construction, and installation of the kiosks and bicycle racks, Concessionaire shall also be solely responsible (including cost) and shall pay for the design, fabrication, construction, and installation of any and all other improvements to a Concession Area or Areas. Any plans for such improvements shall be submitted to the Town Manager or his designee for the Town's written approval.

All improvements (including any made pursuant to Section 3.3) intended to be permanent and fixed shall remain the property of the Town upon termination and/or expiration of this Agreement. Upon termination and/or expiration of this Agreement, all personal property and non-permanent trade fixtures may be removed from the Concession Areas by Concessionaire.

Concessionaire will permit no liens to attach to the Concession Areas arising from, connected with, or related to the design, fabrication, construction, and installation of any improvements. Moreover, any permitted construction shall be accomplished through the use of licensed, reputable contractors who are acceptable to the Town. Any and all approvals, permits, and or licenses required for the design, construction, and/or installation of improvements shall be the sole cost and responsibility of Concessionaire.

- 10.1.2 Upon termination and/or expiration of this Agreement any and all improvements erected or installed in the Concession Areas (not

intended to be permanent or fixed, but subject to the Town's election in immediately following sentence) shall be removed by Concessionaire, at its sole cost and expense, in accordance with Subsection 13.7 hereof. Additionally, Concessionaire may also be required to remove any permanent or fixed improvements at the Town Manager's sole discretion, upon written request from the Town Manager or his designee. Any such improvements shall be promptly removed by Concessionaire, at its sole cost and expense, and Concessionaire shall restore the Concession Area or Areas to its/their original condition prior to the improvements being made.

10.2 Maintenance/Repair.

The Concessionaire shall maintain, at its sole cost and expense, the Concession Areas and any Equipment thereon (as required to operate the program).

10.2.1 Concessionaire shall be solely responsible for the day to day operation, maintenance and repair of all Concession Areas. Concessionaire shall maintain the Concession Areas and any Equipment thereon in good working order and condition. Concessionaire shall keep all Equipment free of graffiti.

10.2.2 All damage of any kind to a Concession Area and any Equipment thereon shall be the sole obligation of Concessionaire, and shall be repaired, restored or replaced promptly by Concessionaire, at its sole cost and expense, to the reasonable satisfaction of the Town Manager or his designee. In the event any Equipment is lost, stolen, or damaged, it shall be promptly replaced or repaired by Concessionaire no later than ten (10) days from the date of loss, theft, or damage.

10.2.3 All of the aforesaid repairs, restorations and replacements shall be in quality and class equal to or better than the original work (or Equipment) and shall be done in good and workmanlike manner.

10.2.4 If Concessionaire fails to make such repairs, restorations and/or replacements to a Concession Area and/or to any particular Equipment thereon, the same may be made by the Town, at the Town's sole option and discretion, but not its obligation. Concessionaire shall be responsible for any costs associated therewith, and shall reimburse the Town within ten (10) days after rendition of a bill or statement.

10.2.5 It shall be Concessionaire's sole obligation to insure that any renovations, repairs and/or improvements made by Concessionaire to the Concession Areas comply with all applicable building codes and life safety codes of governmental authorities having jurisdiction.

10.3 Orderly Operation.

The Concessionaire shall have a neat and orderly operation at all times and shall be solely responsible for the necessary housekeeping services to properly maintain the Concession Areas and any Equipment thereon. The Concessionaire shall make available all Equipment within a Concession Area for examination by the Town Manager or his authorized representative, upon reasonable verbal and/or written notice from the Town.

- 10.3.1 Concessionaire agrees, also at its sole cost and expense to pay for all garbage disposal generated by its operations.

10.4 No Dangerous Materials.

The Concessionaire agrees not to use or permit the storage and/or use of gasoline, fuel oils, diesel, illuminating oils, oil lamps, combustible powered electric own producing generators, turpentine, benzene, naphtha, propane, natural gas, or other similar substances, combustible materials, or explosives of any kind, or any substance or thing prohibited in the standard policies of fire insurance companies in the State of Florida, on or within any of the Concession Areas, or on any Town property and/or right of way.

Concessionaire shall indemnify and hold Town harmless from any loss, damage, cost, or expense of the Town, including, without limitation, reasonable attorney's fees, incurred as a result of, arising from, or connected with the placement by Concessionaire of any "hazardous substance" or "petroleum products" on, under, in or upon the Concession Areas as those terms are defined by applicable Federal and State Statute, or any environmental rules and environmental regulations promulgated thereunder; provided, however, Concessionaire shall have no liability in the event of the willful misconduct or gross negligence of the Town, its agents, servants or employees. The provisions of this Subsection 10.5 shall survive the termination or earlier expiration of this Agreement.

10.5 Security.

The Concessionaire shall be responsible, at its sole option, to employ or provide reasonable security measures, as it may deem necessary to protect the Concession Area and any Equipment thereon. Under no circumstances shall the Town be responsible for any stolen or damaged Equipment, nor shall Town be responsible for any stolen or damaged personal property of Concessionaire's employees, contractors, agents, patrons, guests, invitees, and/or other third parties.

Notwithstanding the preceding paragraph, Concessionaire shall not be obligated to have a duty to provide security services (whether manned or automated) to patrons using the program, as the program is contemplated as an unattended self-service and automated system. Concessionaire shall not employ any recorded video surveillance without the approval of the Town Manager or his designee.

Town and Concessionaire understand that bicycle theft has been identified

as a problem in other bicycle sharing programs. One of the potential causes for theft may be that the locking mechanism may leave inexperienced users of these types of bike sharing programs unsure of whether their bicycle is properly locked. Accordingly, in order to deter theft, Concessionaire shall prominently disclose on each kiosk, in visible, plain, easy to read/understand language and/or symbols, the proper procedure(s) for safely docking and locking a bike into the bike docking station. Similarly, Concessionaire shall utilize a locking system that clearly indicates to users when a bicycle has been fully and properly locked. It is highly recommended that Concessionaire utilize a mechanism that is fully incorporated into the bicycle design, so that it should be impossible to remove the lock without breaking the bicycle.

Concessionaire shall also place a clearly visible, legible disclaimer on kiosks, and on patron/customer receipts, advising users that program bikes do not come equipped with individual locks and that neither Town nor Concessionaire shall be liable or otherwise responsible to users if the bicycle is stolen while in use (including bicycles that are not properly locked at the conclusion of use).

10.6 Intentionally Omitted.

10.7 Inspection.

The Concessionaire agrees that the any Concession Area (including, without limitation, any Equipment thereon) may be inspected at any time by the Town Manager or his designee, or by any other municipal, County, State officer, or officers of any other agency(ies) having responsibility and/or jurisdiction for inspections of such operations. The Concessionaire hereby waives all claims against the Town for compensation for loss or damage sustained by reason of any interference with the concession operation as a result of inspection by any public agency(ies) or officials, (including, without limitation, by reason of any such public agency or official in enforcing any laws, ordinances, or regulations as a result thereof). Any such interference shall not relieve the Concessionaire from any obligation hereunder.

SECTION 11. INSURANCE.

Concessionaire shall maintain, at its sole cost and expense, the following types of insurance coverage at all times throughout the Term of this Agreement:

- a. Comprehensive General Liability in the minimum amount of One Million (\$1,000,000.00) Dollars per occurrence for bodily injury and property damage. This policy must also contain coverage for premises operations, products and contractual liability.
- b. Workers Compensation Insurance shall be required in accordance with the laws of the State of Florida.
- c. Automobile Insurance shall be provided covering all owned, leased, and hired vehicles and non-ownership liability for not less than the following

limits:

Bodily Injury	\$1,000,000 per person
Bodily Injury	\$1,000,000 per accident
Property Damage	\$1,000,000 per accident

The policies of insurance referred to above shall not be subject to cancellation or changing coverage except upon at least thirty (30) days prior written notice to the Town, and then only subject to the prior written approval of the Town Manager or his designee. Prior to the Commencement Date of this Agreement, Concessionaire shall provide Town with a Certificate of Insurance for each such policy. ALL POLICIES SHALL NAME THE TOWN OF SURFSIDE FLORIDA AS AN ADDITIONAL NAMED INSURED. All such policies shall be obtained from companies authorized to do business in the State of Florida with an A.M. Best's Insurance Guide (latest edition) rating acceptable to the Town's Risk Manager, and any replacement or substitute company shall also be subject to the approval of the Town's Risk Manager.

Should Concessionaire fail to obtain, maintain or renew the policies of insurance referred to above, in the required amounts, the Town may, at its sole discretion, obtain such insurance, and any sums expended by Town in obtaining said insurance, shall be repaid by Concessionaire to Town, plus ten (10%) percent of the amount of premiums paid to compensate Town for its administrative costs. If Concessionaire fails to repay Town's expenditures within fifteen (15) days of demand such failure shall be deemed an event of default, and the total sum owed shall accrue interest at the rate of twelve (12%) percent until paid.

SECTION 12. INDEMNITY.

- 12.1 Concessionaire shall defend, indemnify, and hold harmless the Town, its officers, agents, and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, including legal fees and costs, arising out of or, related to, or in any way connected with Concessionaire's performance or non-performance of this Contract. Concessionaire shall defend, indemnify, and hold the Town harmless from all losses, injuries, or damages and wages or overtime compensation due its employees in rendering services pursuant to this Contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any employment related litigation or workers' compensation claims under federal or state law. The provisions of this section shall survive termination of this Contract.
- 12.2 For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Concessionaire, including but not limited to the Concessionaire's officers, officials, employees, representatives, agents, contractors officers, etc., subcontractors and their officers, etc. (hereinafter Concessionaire) hereby agrees to indemnify, hold

3.3.1.1 Project Schedule

Within thirty (30) days from the Commencement Date, Concessionaire and Town shall mutually agree upon a detailed schedule for the fabrication, construction, and installation of the kiosks and bicycle racks, specifying the design and permitting phases; fabrication time; commencement and completion of construction; commencement and completion of installation; and implementation and set-up date (up to the Operational Rollout date); and including, without limitation, specific milestones; timelines, etc. Said schedule, when completed, shall be attached and incorporated as Exhibit 3.3.1.1 to this Agreement (the Project Schedule).

The Project Schedule, or specific dates thereon, may be extended by the Town Manager, in writing, at his sole discretion, upon written request from the Concessionaire, which notice shall state the reason for the request and the anticipated period of time requested.

3.3.1.2 Intentionally Omitted.

3.4 Operational Ceiling for Program

3.4.1 "Operational Ceiling" shall be defined as the maximum number of bicycles permitted to be operating and available to the public at any time.

3.4.2 The Operational Ceiling shall be 50 bicycles initially for all Phases combined upon the implementation Town-wide. Additional bicycles subject to Town Manager approval.

3.4.3 Intentionally Omitted.

3.4.4 Intentionally Omitted.

3.4.5 The Town Manager or his designee may authorize an increase in the Operational Ceiling on a temporary basis for special events or conventions, specifying the number of additional bicycles permitted to be in operation and the dates for which the increase applies to. Such increases shall be authorized in writing by the Town Manager or his designee prior to allowing any additional bicycles.

3.4.7 Intentionally Omitted.

3.5 Hurricane Evacuation Plan.

Concessionaire agrees that any and all Equipment not permanently affixed, must be removed within twelve (12) hours from the issuance of a Hurricane Warning by the Miami-Dade County Office of Emergency Management, and stored at a private, off-site storage facility. Prior to the Commencement Date,

harmless and defend the Town of Surfside, including but not limited to its officers, agents, subcontractors, officers, officials, representatives, volunteers, employees and all those others acting on the Town's behalf (hereinafter TOWN) against any and all liability, loss, cost, damages, expenses, claims or actions of whatever type or nature, including but not limited to attorney and expert fees and suit cost, for trials and appeals, that the Town may pay, sustain, or incur arising wholly or in part due to any negligent or deliberate act, error or omission of Concessionaire in the execution, performance or non-performance or failure to adequately perform Concessionaire's obligation pursuant to this Agreement.

12.3 Subsections 12.1 and 12.2 shall survive the termination or expiration of this Agreement.

12.4 Subrogation.
The terms of insurance policies referred to in Section 11 shall preclude subrogation claims against Concessionaire, the Town and their respective officers, employees, contractors, agents, and servants.

12.5 Force Majeure.
Neither party shall be obligated to perform hereunder and neither party shall be deemed to be in default if performance is prevented by:

- a. Any act or chain of related acts resulting in Equipment destruction, vandalism or theft which renders at least fifty (50%) percent of the Concessionaire Areas in the Concession Service Zone unusable at any one point in time and which is not caused by negligence of Concessionaire;
- b. earthquake; hurricane; flood; act of God; direct act of terrorism; or civil commotion occurring which renders at least fifty (50%) percent of the Concession Areas in the Concession Service Zone unusable.
- c. any law, ordinance, rule, regulation or order of any public or military authority stemming from the existence of economic or energy controls, hostilities, or war which renders at least fifty (50%) percent of the Concession Areas in the Concession Service Zone unusable.

12.6 Intentionally Omitted.

12.7 Waiver of Loss from Hazards.
The Concessionaire hereby expressly waives all claims against the Town for loss or damage sustained by the Concessionaire resulting from any Force Majeure contemplated in Subsection 12.5 and Labor Dispute in Subsection 12.6 above, and the Concessionaire hereby expressly waives all rights, claims, and demands against the Town and forever releases and discharges the Town of Surfside, Florida, from all demands, claims, actions and causes of action arising from any of the aforesaid causes.

12.8 Intentionally Omitted.

SECTION 13. DEFAULT AND TERMINATION.

Subsections 13.1 through 13.3 shall constitute events of default under this Agreement. An event of default by Concessionaire shall entitle Town to exercise any and all remedies described as Town's remedies under this Agreement, including but not limited to those set forth in Subsection 13.4 and Section 14.

13.1 Bankruptcy.

If either the Town or Concessionaire shall be adjudged bankrupt or insolvent, or if any receiver or trustee of all or any part of the business property of either party shall be appointed, or if any receiver of all or any part of the business property shall be appointed and shall not be discharged within sixty (60) days after appointment, or if either party shall make an assignment of its property for the benefit of creditors, or shall file a voluntary petition in bankruptcy, or insolvency, or shall apply for reorganization or arrangement with its creditors under the bankruptcy or insolvency laws now in force or hereinafter enacted, Federal, State, or otherwise, or if such petitions shall be filed against either party and shall not be dismissed within sixty (60) days after such filing, then the other party may immediately, or at any time thereafter, and without further demand or notice, terminate this Agreement without being prejudiced as to any remedies which may be available to it for breach of contract.

13.2 Default in Payment.

In the event Concessionaire fails to submit any payment within five (5) days of its due date, there shall be a late charge of Fifty (\$50.00) Dollars per day for such late payment, in addition to interest at the highest rate allowable by law. If any payment and accumulated penalties are not received within fifteen (15) days after the payment due date, and such failure continues seven (7) days after written notice thereof, then the Town may, without further demand or notice, terminate this Concession Agreement without being prejudiced as to any remedies which may be available to it for breach of contract; and may begin procedures to collect the Performance Bond required in Section 14 herein.

13.3 Non-Monetary Default.

In the event that Concessionaire or the Town fails to reasonably perform or observe the non-monetary covenants, terms or provisions under this Agreement, and such failure continues thirty (30) days after written notice thereof from the other party hereto, such non-defaulting party may immediately or at any time thereafter, and without further demand or notice, terminate this Agreement without being prejudiced as to any remedies which may be available to it for breach of contract. In the event that a default is not reasonably susceptible to being cured within such period, the defaulting party shall not be considered in default if it shall, within such period, commence with due diligence and dispatch to cure such default and thereafter completes with dispatch and due diligence the curing of such default, but in

no event shall such extended cure period exceed ninety (90) days from the date of written notice thereof. In the event Concessionaire cures any default pursuant to this subsection, it shall promptly provide the Town Manager with written notice of same.

13.4 Town's Remedies for Concessionaire's Default.

If any of the events of default, as set forth in this Section, shall occur, the Town may, after expiration of the cure periods, as provided above, at its sole option and discretion, institute such proceedings as in its opinion are necessary to cure such defaults and to compensate Town for damages resulting from such defaults, including but not limited to the right to give to Concessionaire a notice of termination of this Agreement. If such notice is given, the term of this Agreement shall terminate upon the date specified in such notice from Town to Concessionaire. On the date so specified, Concessionaire shall then quit and surrender the Concession Area(s) to Town pursuant to the provisions of Subsection 13.7. Upon the termination of this Agreement, all rights and interest of Concessionaire in and to the Concession Area(s) and to this Agreement, and every part thereof, shall cease and terminate and Town may, in addition to any other rights and remedies it may have, retain all sums paid to it by Concessionaire under this Agreement, including but not limited to, the Performance Bond in Section 14 herein.

In addition to the rights set forth above, the Town shall have the rights to pursue any and all of the following:

- a. the right to injunction or other similar relief available to it under Florida law against Concessionaire; and or
- b. the right to maintain any and all actions at law or suits in equity or other proper proceedings to obtain damages resulting from Concessionaire's default.

13.5 If an event of default by the Town shall occur, the Concessionaire may, after expiration of the cure periods, as provided above, terminate this Agreement upon written notice to the Town. Said termination shall become effective upon receipt of a written notice of termination by the Town, but in no event shall Concessionaire specify a termination date that is less than sixty (60) days from the date of the written termination notice. On the date specified in the notice, Concessionaire shall quit and surrender the Concession Area(s) to Town pursuant to the provisions of Subsection 13.7.

13.6 Intentionally Omitted.

13.7 Surrender of Concession Areas / Removal by Concessionaire of Equipment/Improvements.

Upon expiration, or earlier termination of this Agreement, Concessionaire shall surrender the Concession Areas in the same condition as the Concession Areas were prior to the Commencement Date, reasonable wear

and tear excepted. Concessionaire shall, at its sole expense and at no charge to the Town, remove all Equipment from the Areas, (as well as any other permanent or fixed improvements if so requested by the Town Manager or his designee) no later than sixty (60) days after the conclusion of the Term, (or from the date of other termination of this Agreement) unless a longer time period is agreed to, in writing, by the Town Manager).

Concessionaire's obligation to observe or perform this covenant shall survive the expiration or other termination of this Agreement. Continued occupancy of any Concession Areas after termination of the Agreement shall constitute trespass by the Concessionaire, and may be prosecuted as such. In addition, the Concessionaire shall pay to the Town One Thousand (\$1,000.00) Dollars per day per Area as liquidated damages for such trespass and holding over.

13.8 Intentionally Omitted.

13.9 Substitute Performance

In the event that the Concessionaire fails to properly perform the removal of any Equipment and restoration of the Concession Areas to their original condition in accordance with the terms of the Agreement, then the Town shall have the right to undertake and/or purchase, as the Town Manager deems appropriate, any such supplies, materials, services, etc., covered herein and to charge Concessionaire for all actual costs thereby incurred by the Town. Concessionaire shall be responsible for paying all of said costs.

SECTION 14. PERFORMANCE BOND OR ALTERNATE SECURITY.

Concessionaire shall, on or before the Operational Rollout date, furnish to the Town Manager or his designee a Performance Bond in the penal sum stated below for the payment of which Concessionaire shall bind itself for the faithful performance of the terms and conditions of this Agreement. A Performance Bond, in the amount of One Hundred Thousand (\$100,000.00) Dollars, shall be provided by the Concessionaire in faithful observance of this Agreement. A cash deposit, irrevocable letter of credit, or certificate of deposit may also suffice, as determined by the Town Manager or his designee, in his sole and reasonable discretion. The form of the Performance Bond or alternate security shall be approved by the Town's Chief Financial Officer. In the event that a Certificate of Deposit is approved, it shall be a One Hundred Thousand (\$100,000.00) Dollar one-year Certificate of Deposit in favor of the Town, which shall be automatically renewed, the original of which shall be held by the Town's Chief Financial Officer. Concessionaire shall be so required to maintain said Performance Bond or alternate security in full force and effect throughout the Term of this Agreement. Concessionaire shall have an affirmative duty to notify the Town Manager or his designee, in writing, in the event said Performance Bond or alternate security lapses or otherwise expires. All interest that accrues in connection with any financial instrument or sum of money referenced above shall be the property of Concessionaire, except in an event of default, in which case the Town shall be entitled to all interest that accrues after the date of default.

SECTION 15. ASSIGNMENT.

Concessionaire shall not assign all or any portion of its costs or obligations under this Agreement without the prior written consent of the Town Manager, which shall not be unreasonably withheld. Concessionaire shall notify the Town Manager of any proposed assignment, in writing, at least sixty (60) days prior to the proposed effective date of such assignment. In the event that any such assignment is approved by the Town Manager, the assignee shall agree to be bound by all the covenants of this Agreement required of Concessionaire.

SECTION 16. SPONSORSHIPS.

16.1 The Town reserves unto itself all present and future rights to negotiate all forms of endorsement and/or sponsorship agreements based on the marketing value of any Town trademark, property, brand, logo and/or reputation. Any and all benefits derived from an endorsement and/or sponsorship agreement based on the marketing value of a Town trademark property, brand, logo and/or reputation, shall belong exclusively to the Town. Concessionaire shall be specifically prohibited from entering into, or otherwise creating any, sponsorships and/or endorsements with third parties which are based solely or in any part on the marketing value of a Town trademark, property, brand, logo and/or reputation. The prohibition on Concessionaire entering into such sponsorship and/or endorsement Agreements utilizing the Town's property, trademark, logo, brand and reputation, as defined above in this Section, shall not be interpreted to include nor prohibit the Concessionaire's right to sell, rent, or use, exclusively, any particular brand or product that would be permitted for use, sale, or rental pursuant to this Agreement. Moreover, the Town will not limit Concessionaire's ability to negotiate a reduced rate for purchase, from any vendor, whose product(s) Concessionaire uses or offers for sale or rent pursuant to this Agreement.

It is further acknowledged that the name, likeness, equipment, concepts, logos, designs and other intellectual property rights of Deco Bike, LLC. shall remain in the exclusive possession and control of Concessionaire at all times; provided, however, that Concessionaire hereby grants Town an irrevocable license to use any DecoBike, LLC trademark, brand, and/or logo, for purposes of the Town's promotion of the program and including, without limitation, the right to use such trademarks, brand, and/or logo in all media (for such public marketing purposes) whether now existing or as may exist in the future.

16.2 Advertisements

The Town acknowledges that Concessionaire may display limited commercial advertising material through the sale by Concessionaire of sponsorship placements upon bicycle kiosks and baskets in the program (the Bicycle Kiosk and Basket Sponsorship Program). The Bicycle Kiosk and Basket Sponsorship Program is described in, and shall be subject to, the requirements in Exhibit 16.2, attached hereto.

Any Advertisements displayed on kiosks and bicycles shall comply with all Federal, State, Miami-Dade County, and Town of Surfside laws, rules, regulations, ordinances, and codes, including, but not limited to, those pertaining to and/or related to billboards, outdoor advertisements, and signage, as applicable. In addition, the construction, materials, content and appearance of any Advertisements to be installed on the kiosks and bicycles must be allowable and, if allowed, shall comply with such other and future requirements as Federal, State, County, and Town authorities may from time to time impose, including, but not limited to, public safety, zoning, building, and aesthetic requirements.

Accordingly, any unauthorized Advertisements on kiosks and bicycles (or on other Equipment, or within any Concession Area), or any Advertisements failing to comply with any applicable Federal, State, County, and Town provisions shall and must be removed by Concessionaire, at its sole cost and expense, within forty-eight (48) hours from receipt of written notice from the Town Manager or his designee. In the event such Advertisements are not removed within said time period, the Town may, at its sole option and discretion, terminate this Agreement for cause, without further notice to Concessionaire, and without liability to Town.

Concessionaire herein acknowledges that the Town reserves the right to impose such additional requirements for the installation and display of the Advertisements, at any time, at its sole option and discretion; provided that the Town Manager or his designee shall provide Concessionaire with written notice of such additional requirements and such requirements do not frustrate the purpose and intent of this Agreement.

The permissible content of Advertisements shall not include firearms, alcohol or tobacco products, or be of a sexually offensive nature.

SECTION 17. NO IMPROPER USE.

The Concessionaire will not use, nor suffer or permit any person to use in any manner whatsoever, any Concession Areas or improvements on equipment thereon, for any illegal, improper, immoral or offensive purpose, or for any other purpose in violation of any Federal, State, County, or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. The Concessionaire will protect, indemnify, and forever save and keep harmless the Town, its officials, employees, contractors, and agents from and against damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed or incurred for any violation, or breach of any law, ordinance, rule, order or regulation occasioned by any act, neglect or omission of the Concessionaire, or any official, director, agent, contractor, or servant regarding the concession. In the event of any violation by the Concessionaire, or if the Town or its authorized representative shall deem any conduct on the part of the Concessionaire to be objectionable or improper, the Town shall have the right to suspend concession operation should the Concessionaire fail to correct any such violation, conduct, or practice to the satisfaction of the Town Manager or his designee within twenty-four (24)

hours following written notice of the nature and extent of such violation, conduct, or practice. Such suspension to continue until the violation is cured to the satisfaction from the Town Manager or his designee.

SECTION 18. PRICE SCHEDULES.

Concessionaire agrees that prices charged for bicycle rentals and membership subscriptions will be consistent with the price schedule(s) (herein submitted by the Concessionaire and approved by the Town), in Exhibit 3.2.1 hereto. All subsequent price approvals and changes must be approved in writing by the Town Manager or his designee. The Town shall have the final right of approval for all such price changes, but said approval shall not be arbitrarily or unreasonably exercised.

SECTION 19. NOTICES.

All notices from the Town to the Concessionaire shall be deemed duly served upon receipt, if mailed by registered or certified mail with a return receipt to the Concessionaire at the following address:

Deco Bike, LLC.
3301 NE 1st Avenue, Suite LPH-6
Miami, FL 33137
Attn: Ricardo Pierdant

With copies to:

Ozzie Schindler, Esq.
Greenberg & Traurig, LLP.
1221 Brickell Avenue
Miami, FL 33131

All notices from the Concessionaire to the Town shall be deemed duly served upon receipt, if mailed by registered or certified mail return receipt requested to the Town of Surfside at the following addresses:

Town Manager
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154
Attn: Roger Carlton

With copy to:

Town Attorney
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154
Attn: Lynn M. Dannheisser

The Concessionaire and the Town may change the above mailing address at any time upon giving the other party written notification. All notices under this Concession Agreement must be in writing.

SECTION 20. LAWS.

20.1 Compliance.

Concessionaire shall comply with all applicable Town, County, State, and Federal ordinances, statutes, rules and regulations, including but not limited to all applicable environmental Town, County, State, and Federal ordinances, statutes, rules and regulations.

20.2 Governing Law.

The validity of this Agreement and the interpretation and performance of all of its terms shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws thereof. The location of any action or proceeding commenced under or pursuant to this Agreement shall be in Miami-Dade County, in the State of Florida.

20.3 Intentionally Omitted.

20.4 No Discrimination/Equal Employment Opportunity.

The Concessionaire agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1984 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11248 as amended by Executive Orders 11375 and 12086. The Concessionaire will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/family status, or status with regard to public assistance. The Concessionaire will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Concessionaire agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Town setting forth the provisions of this non-discrimination clause. The Concessionaire agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 708), which prohibits discrimination against the handicapped in any Federally assisted program.

20.4.1 Intentionally Omitted.

20.4.2 Conflict Of Interest:

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

CONCESSIONAIRE, BY ITS EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES AND AGREES TO BE BOUND BY THE PROVISIONS OF THE ORDINANCE, AS SAME MAY BE AMENDED FROM TIME TO TIME.

SECTION 21. MISCELLANEOUS.

21.1 No Partnership.

Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between the Town and Concessionaire.

21.2 Modifications.

This Agreement cannot be changed or modified except by Agreement in writing executed by all parties hereto. Concessionaire acknowledges that no modification to this Agreement may be agreed to by the Town unless approved by the Mayor and Town Commission except where such authority has been expressly provided herein to the Town Manager or his designee.

21.3 Complete Agreement.

This Agreement, together with all exhibits incorporated hereto, constitutes all the understandings and Agreements of whatsoever nature or kind existing between the parties with respect to Concessionaire's operations, as contemplated herein.

21.4 Headings.

The section, subsection and paragraph headings contained herein are for convenience of reference only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement.

21.5 Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

21.6 Clauses.

The illegality or invalidity of any term or any clause of this Agreement shall not affect the validity of the remainder of the Agreement, and the Agreement shall remain in full force and effect as if such illegal or invalid term or clause

were not contained herein unless the elimination of such provision detrimentally reduces the consideration that either party is to receive under this Agreement or materially affects the continuing operation of this Agreement.

21.7 Severability.

If any provision of this Agreement or any portion of such provision or the application thereof to any person or circumstance shall be held to be invalid or unenforceable, or shall become a violation of any local, State, or Federal laws, then the same as so applied shall no longer be a part of this Agreement but the remainder of the Agreement, such provisions and the application thereof to other persons or circumstances, shall not be affected thereby and this Agreement as so modified shall.

21.8 Right of Entry.

The Town, at the direction of the Town Manager, shall at all times during hours of operation, have the right to enter into and upon any and all parts of the Concession Area(s) for the purposes of examining the same for any reason relating to the obligations of parties to this Agreement.

21.9 Not a Lease.

It is expressly understood and agreed that no part, parcel, building, facility, equipment or space is leased to the Concessionaire, that it is a concessionaire and not a lessee; that the Concessionaire's right to operate the concession shall continue only so long as this Agreement remains in effect.

21.10 Signage.

Concessionaire shall provide, at its sole cost and expense, any signs utilized for its program. All advertising, signage and postings shall be approved by the Town, and shall be in accordance with all applicable Municipal, County, State and Federal laws and regulations. Any signage posted by Concessionaire shall be subject to the prior approval of the Town as to size, shape and placement of same, and no such approvals will be unreasonably withheld.

Town shall be responsible to provide, at its sole cost and expense, and as (or if) it deems necessary in its sole and reasonable judgment and discretion, any traffic, regulatory or public safety signs, whether related directly or indirectly to the program.

21.11 Procedure for Approvals and/or Consents.

In each instance in which the approval or consent of the Town Manager or his designee is allowed or required in this Agreement, it is acknowledged that such authority has been expressly provided herein to the Town Manager or his designee by the Mayor and Town Commission of the Town. In each instance in which the approval or consent of the Town Manager or his designee is allowed or required in this Agreement, Concessionaire shall send to the Town Manager a written request for approval or consent (the

"Approval Request"). The Town Manager or his designee shall use reasonable efforts to provide written notice to Concessionaire approving of consent to, or disapproving of the request, within thirty (30) days from the date of Approval Request (or within such other time period as may be expressly set forth for a particular approval or consent under this Agreement). However, the Town Manager or his designee's failure to consider such request within this time provided shall not be deemed a waiver, nor shall Concessionaire assume that the request is automatically approved and consented to. The Town Manager or his designee shall not unreasonably withhold such approval or consent. This Subsection shall not apply to approvals required herein by the Mayor and Town Commission.

21.12 Intentionally Omitted.

21.13 No Waiver.

21.13.1 It is mutually covenanted and agreed by and between the parties hereto that the failure of the Town to insist upon the strict performance of any of the conditions, covenants, terms or provisions of this Agreement, or to exercise any option herein conferred, will not be considered or construed as a waiver or relinquishment for the future of any such conditions, covenants, terms, provisions or options but the same shall continue and remain in full force and effect.

21.13.2 A waiver of any term expressed herein shall not be implied by any neglect of the Town to declare a forfeiture on account of the violation of such term if such violation by continued or repeated subsequently and any express waiver shall not affect any term other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

21.13.3 The receipt of any sum paid by Concessionaire to the Town after breach of any condition, covenant, term or provision herein contained shall not be deemed a waiver of such breach, but shall be taken, considered and construed as payment for use and occupation, and not as rent, unless such breach be expressly waived in writing by the Town.

21.14 No Third Party Beneficiary.

Nothing in this Agreement shall confer upon any person or entity, including, but not limited to sub concessionaires, other than the parties hereto and their respective successors and permitted assigns, any rights or remedies by reason of this Agreement.

21.15 Proposal Documents

"Proposal Documents" shall mean Request For Proposals No. 44-07/08 For a Self-Service Bicycle Rental Program, issued by the City of Miami Beach in contemplation of this Agreement, together with all amendments thereto, if any, and the Consultant's proposal in response thereto (Proposal), which is

incorporated by reference in this Agreement and made a part hereof; provided, however, that in the event of an express conflict between the Proposal Documents and this Agreement, this Agreement shall prevail.

SECTION 22. Intentionally Omitted.

SECTION 23. VENUE.

This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Florida. This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any and all the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. **TOWN AND CONCESSIONAIRE HEREBY KNOWINGLY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING THAT TOWN AND CONCESSIONAIRE MAY HEREIN AFTER INSTITUTE AGAINST EACH OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE CONCESSION AREA(S).**

SECTION 24 TOWN'S CONTRIBUTION TO PROGRAM.

The Town agrees to provide Concessionaire with the following forms of assistance for the program:

1. Banner and link for program on Town's websites;
2. Monthly feature in Surfside Gazette (PSA's, Editorials and/or other placements) during the first contract year following the Operational Rollout date. (Concessionaire shall provide camera-ready artwork);
3. Quarterly e-mail blasts to all Town employees and others on Town e-mail lists during first contract year following Operational Rollout date;
4. Participation in the Federal Bicycle Commuter Act Employee Reimbursement Program, if possible;
5. Provide concrete or other appropriate surface pads or pavers (to match) for Concession Areas that are not already paved; remove grass and debris from Concession Areas prior to Concessionaire's installation of Equipment, and upon written notice by Concessionaire (per Area);
6. In the event of a hurricane, provide a "loading area" for Concessionaire to use where Concessionaire can temporarily park trailers or shipping containers to load bicycles (and/or as a point for pick up/drop off of same by Concessionaire);
7. Provide an area sufficient for Concessionaire to use in the event of a hurricane where Concessionaire can temporarily park trailers or shipping containers to store bicycles and/or as a point for pick up/drop off of same by Concessionaire.
8. Regular PSA features on Channel 77 for first six (6) months following Operational Rollout date, to announce program implementation and, thereafter, on at least a quarterly basis throughout Term.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed and their seals to be affixed, all as of the day and year first above written, indicating their Agreement.

Attest:

TOWN OF SURFSIDE, FLORIDA

Sandra Novoa, TOWN CLERK

Daniel Dietch, MAYOR

Attest:

DECO BIKE, LLC.

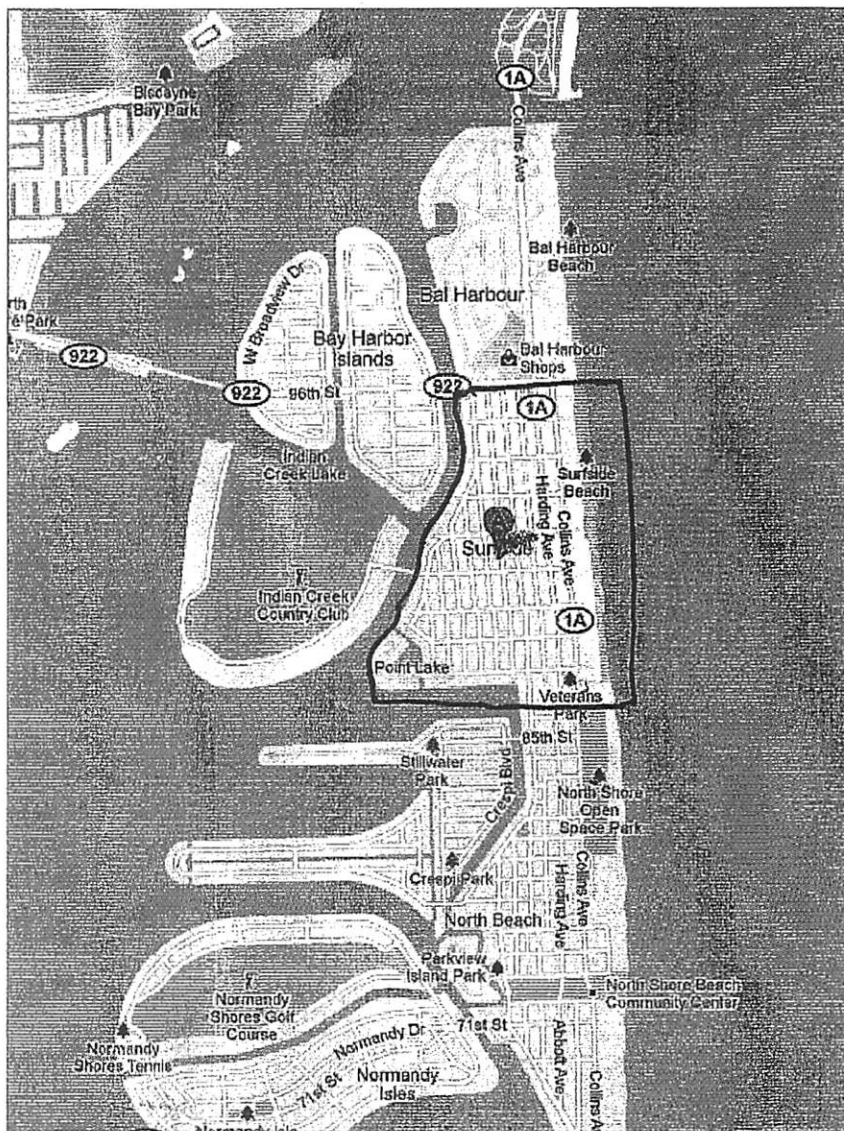
Signature/

Ricardo Pierdant, PRESIDENT

Print Name

Exhibit 2.2 (a)
Concession Area Site Plan

Surfside Town Limits



**Exhibit 2.2 (b)
Concession Area Site List**

Surfside		Closest Crossroads	
Station #:	Phase:	Street:	Avenue:
1	1	88 th Street	Collins
2	1	93 rd Street	Collins
3	2	94 th Street	Harding

Surfside		Closest Crossroads	
Station #:	Phase:	Street:	Avenue:
4	3	96 th Street	To be determined
5	3	Beach Access	To be determined

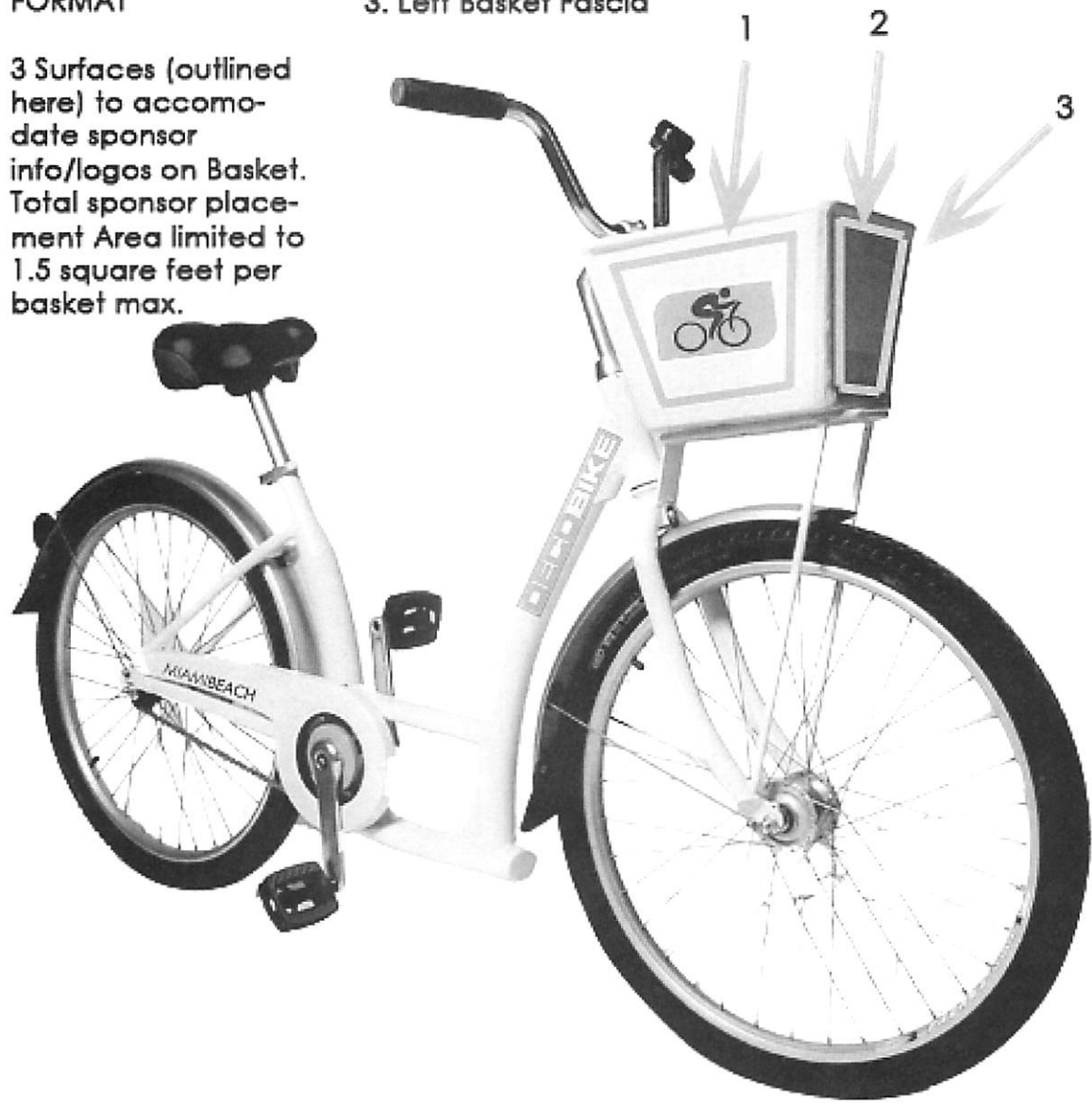
Exhibit 3.1

Program Equipment: Bicycle Image & Specs
Base Unit/Stock Image Shown, Subject to Modifications.
Will feature all equipment required by the RFP.

**DECO BIKE BASKET
SPONSORSHIP
FORMAT**

3 Surfaces (outlined here) to accommodate sponsor info/logos on Basket. Total sponsor placement Area limited to 1.5 square feet per basket max.

- 1. Right Basket Fascia
- 2. Front Basket Fascia
- 3. Left Basket Fascia

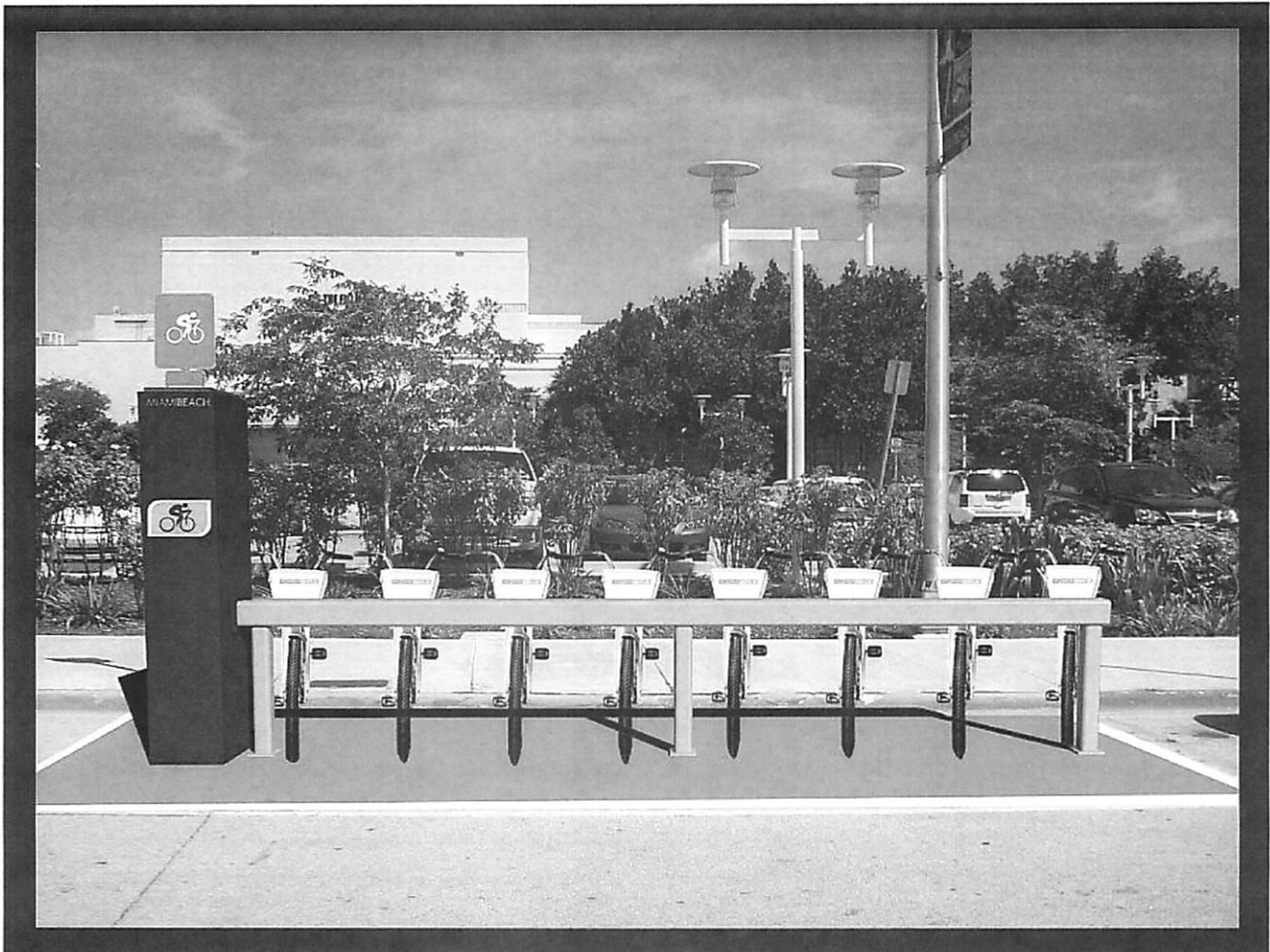


Deco Bike Custom Cruiser	26" Coaster Brake Model
Frame	6061 PG Aluminum (T4/T6) H/T:50*44*34x132
Fork	CS-9101 Hi Tensile Steel, Integrated Style Crown, Curved Legs with Double Eyelets 28.6x1.4T
Headset	Alloy, 25.4-44-30, Semi Integrated Bearings
Handlebar	Custom, Alloy & Steel
Stem	Alloy, 180mm Quill x 90mm Extension x 30 Degree Rise 25.4mm Barbore
Grips	Black/Grey, 130mm Length
Seat Binder	Alloy Seat Clamp with Quick Release, w/Locking Mech.
Seat Post	Alloy w/Integrated Clamp, 31.8mm x 400mm , Accommodates Riders 5'-6'3"
Saddle	Cionlli 7257 with Chromoly Rails and Elastomer Suspension
Cranks	Alloy 3-Piece Crank with PVC Disc Cover-Grey, 170mm, 42T Steel Ring
Chainring	Steel, 42T x 1/2" x 1/8"
BB	Steel, BC1.37" x 24T. Double Sealed Bearings (Shimano Tool Compatible)
Chain	K.M.C. Z410 Rust Buster, 1/2" x 1/8"
Chain Guard	Steel or alloy
Pedals	VP-LED1, Boron Axle, 9/16"
F-Hub	DH-3N20NT Dynamo Front Hub 12G x 36H, Nuted
R-Hub	Shimano Internal Coaster Brake, 12G x 36H x 3/8" x 150mm Axle
Sprocket / Freewheel	20T x 1/2" x 1/8"
Rims	26" x 1.95"/2.125" x 36H x 12G, Alloy
Spokes	12G Stainless Steel with Brass Nipples
Tires	CST 26 x 1.95"
Tubes	Tubes with Puncture Sealant, American Schrader Valves,
Kickstand	Alloy
Lighting	Active Front and Rear
Fenders	PC Fender Set. Rear Fender Must have 2 Struts instead of 1 Fender Must also have SW-803G Fender Protector or similar
Bell	Alloy Bell with Plastic Base
Basket	Stainless Steel or Alloy Custom Integrated Basket Structure
Reflectors	4 pieces to Meet CPSC Standards
Bike Weight	36-38 Pounds, Based on Custom Specs
Note	Specs Subject to Change and Modification

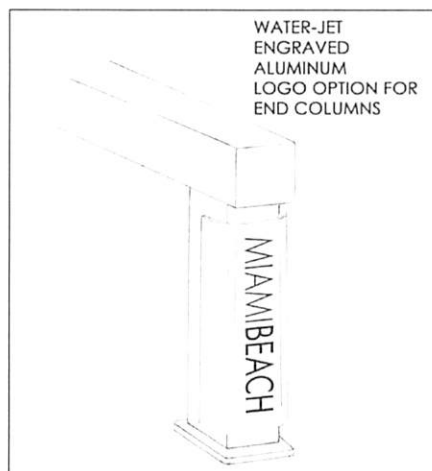
**Exhibit 3.1.1
Program Equipment: Kiosk Station Image**

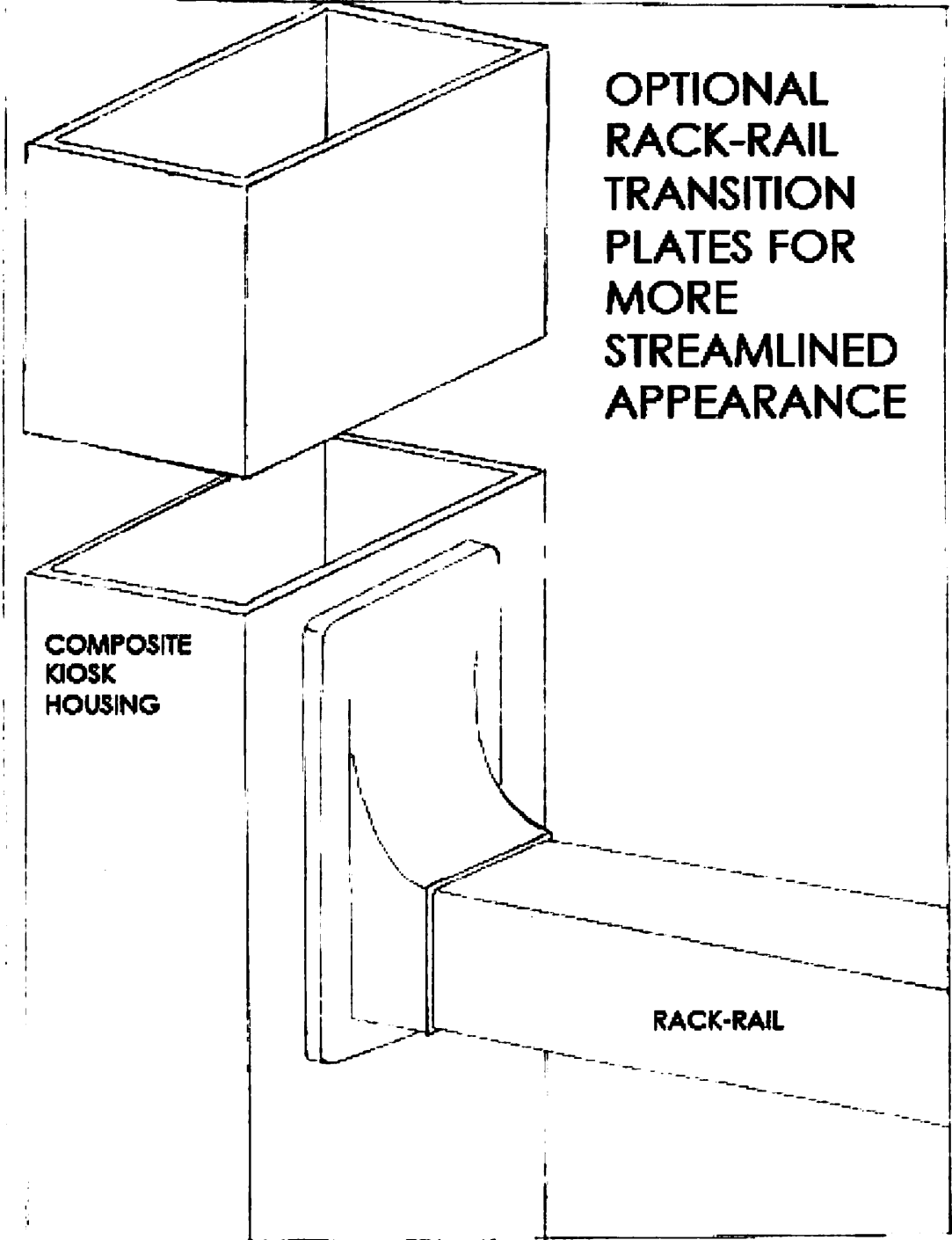
For Informational Purposes Only, Subject to Planning/Zoning Approval and modification as necessary.

DECOBIKE



 MIAMIBEACH





**OPTIONAL
RACK-RAIL
TRANSITION
PLATES FOR
MORE
STREAMLINED
APPEARANCE**

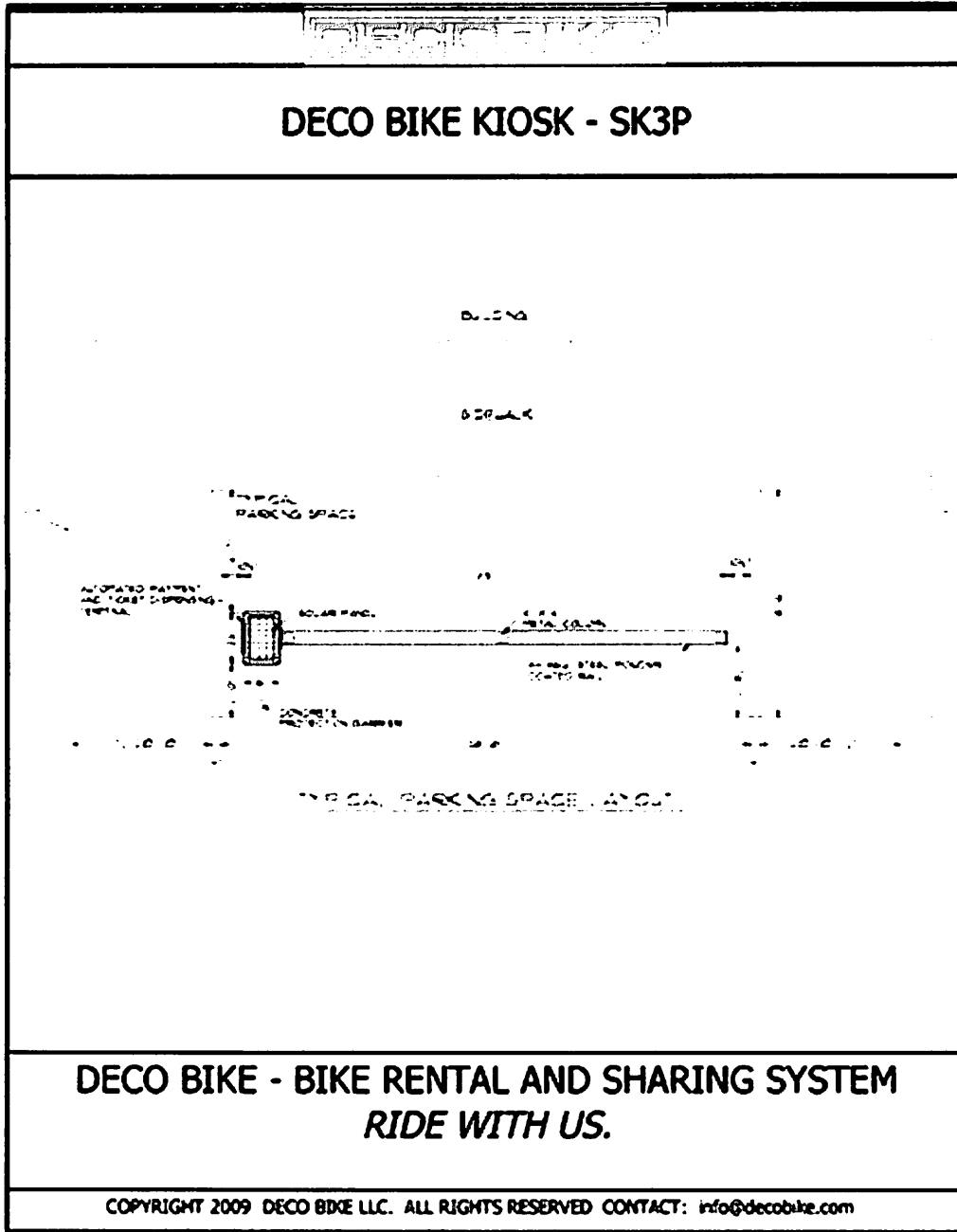
**COMPOSITE
KIOSK
HOUSING**

RACK-RAIL

Exhibit 3.1.2

Program Equipment: Typical Site Plan & Elevations

For Informational Purposes Only, Subject to Planning/Zoning Approval and modification as necessary.



**EXHIBIT 3.2.1
PRICE SCHEDULE
(Subject To Change)**

Short-Term Bicycle Rentals:

- \$1.95 per half-hour to \$3.50 per half-hour
- \$3.95 per hour to \$6.95 per hour
- Benefits: All short-term bicycle rentals provide the user access to any bike available in the program at any location. A member can pickup and return a bicycle to and/or from any kiosk location with docking space or inventory available. All members will enjoy the amount of time contracted for. Should a member not return their bicycle to a rack within that time, their credit card will continue to be charged in the same increments in which they chose to rent.
- Acceptable Forms of payment: Credit Card

Membership Subscriptions:

- Monthly - \$9 per month to \$16 per month
- Weekly - \$12 to \$14
- Benefits: All membership subscriptions provide the user access to any bike available in the program at any location. A member can pickup and return a bicycle to and/or from any kiosk location with docking space or inventory available. All members will enjoy an unlimited amount of daily trips up to thirty (30) minutes in length each. If the 30 minute time limit is exceeded, escalating late fees will be assessed to insure prompt returns.
- The following free period and fees apply:
 - **Free 1st half-hour**
 - \$2 2nd half-hour
 - \$4 3rd half-hour
 - \$6 4th half-hour and each half-hour thereafter
- Acceptable Forms of payment: Credit Card and/or checks and money orders

Patrons are required to operate the bicycles at their own risk while checked out. In the event of bicycle theft while a patron has a bicycle checked out, such should be reported to the police and patrons shall be required to obtain a police report. Concessionaire may, at its sole option, choose to refund all or part of any patron's security deposit or rental fees it deems necessary on a case-by-case basis.

Exhibit 3.4
Hurricane Plan Documents

Contained herein is a copy of the following documents applicable to the hurricane preparedness plan in Section 3.4:

- Warranty Deed for Warehouse/Storage/Parking
- Authorization Letter from Owner

Concessionaire also intends to lease an additional warehouse facilities capable of accommodating the bulk of the program's equipment.

Alejandro Diaz

March 1, 2008

To: Deco Bike, LLC.
3301 NE 1st Avenue
Miami, FL 33137

Re: Hurricane Storage
Miami Beach Bicycle Rental Program

To whom it may concern:

I hereby authorize Deco Bike, LLC. to utilize my warehouse, parking and storage facilities (in addition to their own premises) in the event of a hurricane so that they may store equipment as needed to protect it from the adverse weather conditions.

Attached you will find a copy of my deed. Should you have any questions, please feel free to contact me at 305-742-7333.

Regards,



Alejandro Diaz
Property Owner
13321 SW 135th Avenue
Miami, FL 33185

THIS WARRANTY DEED made and executed this October 31, 2003 by LUCIANO R. A. MACHADO, a married man, hereinafter called the grantor, to ALEJANDRO DIAZ, a single man, whose post office address is 13265 S.W. 147th Street, Miami, FL 33186, hereinafter called the grantee:

WITNESSETH: That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situated in Miami-Dade County, Florida, viz:

Condominium Unit 11, Building 1, of EAGLE WEST CONDOMINIUM, a Condominium according to the Declaration of Condominium thereof, as recorded in Official Records Book 19253, Page 522, of the public records of Miami-Dade County, Florida.

SUBJECT TO:

- 1. Taxes for the year 2003 and subsequent years, not yet due and payable.
2. Easements, conditions, restrictions and covenants contained in the underlying plat of subject

This instrument was prepared by And is to be returned to:
C/O Goldman Sachs & Co.
2720 Coral Way, 4th Floor
Miami, Florida 33145

WARRANTY DEED

Property Appraiser Parcel Identification (Photo) Number(s): 36-591407-01.0

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representatives and assigns of legal age, and their spouses and assigns of legal age, and all persons and any

- 5. Zoning, restrictions, prohibitions, and other requirements imposed by or at the direction of any governmental authority.
6. Public utility easements of record.

- 3. Terms, provisions, covenants, liens, conditions, stipulations and options contained in, and rights and easements established by, the Declaration of Condominium recorded in Official Records Book 19233, Page 522, of the public records of Miami-Dade County.

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Luciano R.A. Machado, who is personally known to me to be the person described in and who executed the foregoing instrument or who has produced a Power of Attorney as identification and who swore and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 31st day of October, A.D. 2003.

Notary Public Seal for Lillian Correa, Commission #DD23830, Expires Nov 01, 2005. Atrac Soaring Co., Inc.

XERO COPY OF ORIGINAL DEED FILED IN PUBLIC RECORDS

And the said grantor hereby fully warrants the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

Grantor affirms that said property does not constitute the homestead of the Grantor. Grantor resides at RUA CARLA, 7300 SW 191st Ave - MIAMI - FL 33156 - CEP 04230-000 - BRAZIL

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:
[Signature]
Print Name: Luciano R.A. Machado

[Signature]
LUCIANO R.A. MACHADO

**Exhibit 16.2
Bicycle Basket Sponsorship Format**

The maximum sponsor placement surface area shall be limited to a total of 1.5 square feet per bicycle, regardless of shape or form. Such sponsor placements shall only appear on bicycles in the program and not upon other structures in the Concession Areas.

**DECO BIKE BASKET
SPONSORSHIP
FORMAT**

3 Surfaces (outlined here) to accommodate sponsor info/logos on Basket. Total sponsor placement Area limited to 1.5 square feet per basket max.

1. Right Basket Fascia
2. Front Basket Fascia
3. Left Basket Fascia

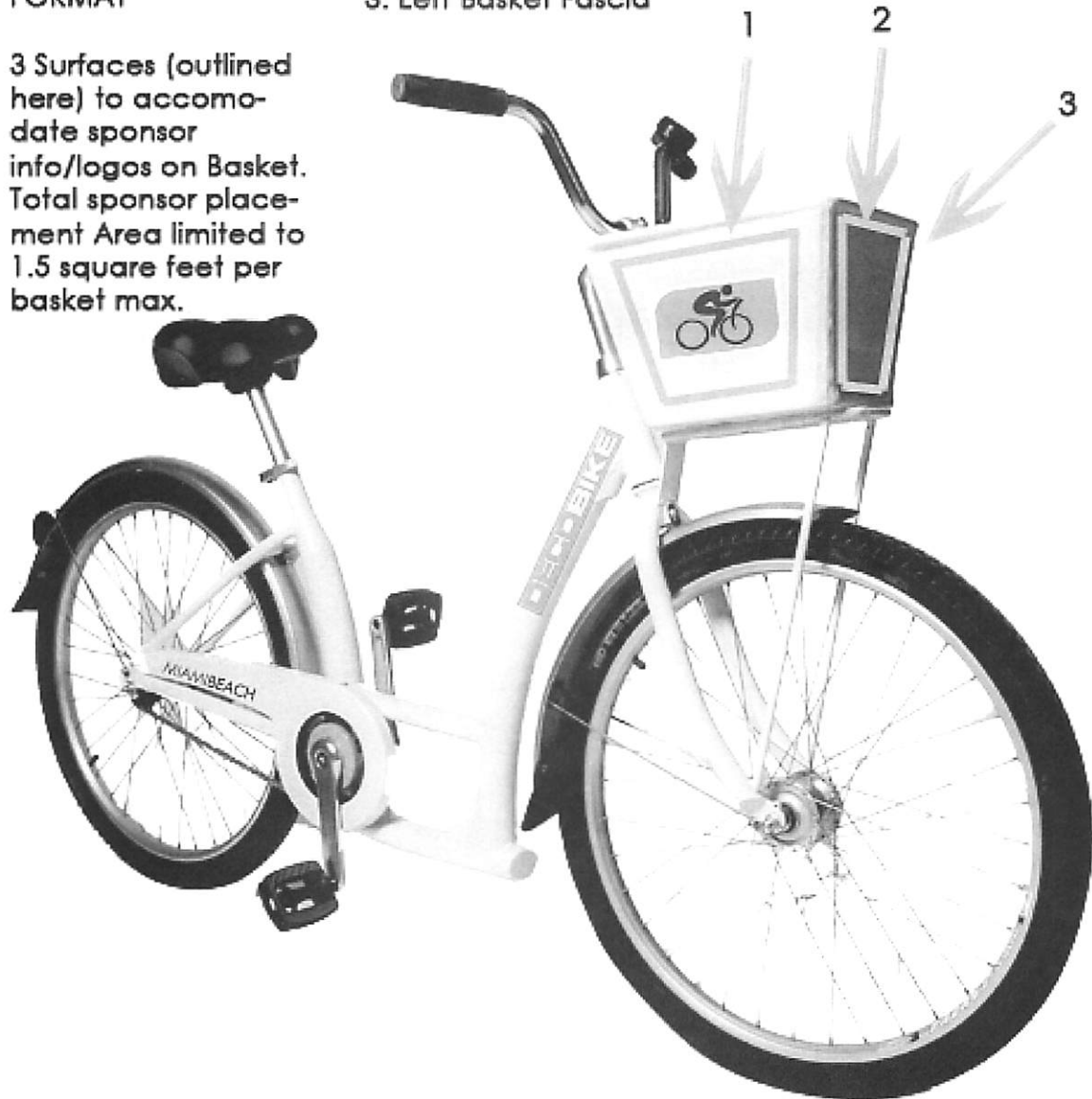


Exhibit 16.3
Kiosk Sponsorship Format

DECOBIKE AD SPACE ON BASKETS



1 SURFACE (A) TO ACCOMMODATE SPONSOR INFO/LOGO ON KIOSK.

AREA LIMITED TO 9 SQUARE FEET PER BASKET.

ADDENDUM

The Concessionaire agrees to the following in addition to the above Concession Agreement:

1. The base of each kiosk will match the ground cover at each location as best possible in color and/or similar paving to the existing surface pending approval by Town Manager or designee.
2. All kiosks located in Surfside to be painted in "Surfside Blue" with Town Logo.
3. List local businesses on kiosks pro bono for a period of time. Town Manager or designee to assist Concessionaire with selection of businesses and accompanying pro bono time frame.
4. Kiosk advertisements of Surfside businesses only or businesses owned and operated by Surfside residents. Approval of advertisements by Town Manager or designee required.
5. Option for the Town to place advertisements on the kiosks to promote events (etc.). Advertisements will be pro bono or at a substantially reduced rate.
6. Installation of a kiosk at 94th Street and Harding Avenue is pending a site survey and the securing of any necessary easement from Publix.
7. A location on 96th Street to be determined within ninety (90) days of agreement.
8. One (1) beach end location to be determined within ninety (90) days of agreement.
9. All site locations subject to securing Town Building Permits prior to installation.
10. Commitment to work with the Surfside Police Department on educational and training initiatives regarding bike safety.



Town of Surfside Commission Communication

Agenda Item #: 5C

Agenda Date: November 8, 2011

Subject: Expanded Crime Prevention Initiative

Background:

At the May 10th 2011 Commission Meeting, Town staff introduced a series of new crime prevention initiatives. Most were approved and have been implemented. Two initiatives were rejected by the Town Commission. The first rejected initiative was a pilot program with the Village of Bal Harbour, American Traffic Solutions (red light camera vendor), and a license plate reader vendor for license plate readers to be installed with the red light camera at the intersection of 88 Street and Collins Avenue to check for stolen or wanted vehicles entering the Town northbound. Bal Harbour would install the same at the intersection of 96 Street and Harding Avenue for southbound traffic entering the Town. The second initiative was to install portable mobile license plate readers on a parking enforcement vehicle. The system instantaneously checks license plates from national and countywide databases and to alert the Police Department of stolen cars, wanted vehicles, and parking violation scofflaws as the vehicle patrols the parking lots, business district, and residential areas of Town. Town staff is requesting to move forward with this second initiative.


Analysis:

The mobile license readers installed on a parking enforcement vehicle will allow seven day week coverage for the day and evening shifts to immediately alert the Police Department of stolen cars or wanted cars in the residential area and business district. Criminals in many cases steal cars and then use the stolen car to commit burglaries and robberies in other jurisdictions. The readers can also immediately notify the Police Department of Amber and Silver Alerts for children or seniors in distress. The system has the capability to identify parking violation scofflaws. They are also portable and can be transferred from car to car. The systems are used nationally and locally. The Cities of Miami and Miami Beach have used similar systems successfully for crime prevention and parking enforcement for several years. We have several vendors interested in selling us their product and we have an opportunity to test the systems on our vehicles for a few months. After the trial period we hope to select the best system for the Town under a state contract or piggy back with another municipality for the best price.

Budget Impact: The cost for the mobile two camera license reader system, hardware, software, licenses, and five year warranty ranges from \$20,000 to \$25,000 per vendor. The cost for the system would be split 50% from the Municipal Parking Fund and 50% from the Forfeiture Fund.

Staff Impact: None

Recommendation: Staff recommends the Town Commission approve the research, purchase, and implementation of the mobile license plate reader system crime prevention initiative.



David Allen, Chief of Police



Roger M. Carlton, Town Manager

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, PROVIDING FOR THE FISCAL YEAR 2011/2012 POLICE CONFISCATION FUND EXPENDITURE IN THE AMOUNT OF TWELVE THOUSAND DOLLARS (\$12,000.00); AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 881(e)(3) of Title 21, United States Code and Florida Statute Section 932.7055, defines the purposes and procedures to be utilized for the appropriation and expenditure of Police Confiscation Fund; and

WHEREAS, the Chief of Police of the Town of Surfside has determined that such needs exist and is in compliance with Section 881(e) (3) of Title 21, United States Code and Florida Statute Section 932.7055; and

WHEREAS, such funds are available in the Police Confiscation Fund- State of Florida and Federal Asset Forfeiture Programs;

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

Section 1. Confiscation Fund Expenditures. Based on the attached certificate of the Police Chief, the Town Commission hereby approves the fiscal year Police Confiscation Fund expenditures for the Town of Surfside, a true and correct listing of which is set forth in Exhibit A.

Section 2. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2011.

Motion by Commissioner _____, second by Commissioner _____.

FINAL VOTE ON ADOPTION

Commissioner Michael Karukin _____
Commissioner Edward Kopelman _____
Commissioner Marta Olchyk _____
Vice Mayor Joseph Graubart _____
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:**



Lynn M. Dannheisser

Town Attorney

Exhibit "A"

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

AFFIDAVIT

I, **DAVID E. ALLEN**, Chief of Police of the Town of Surfside, do hereby certify that the proposed request for expenditures from the Town of Surfside Confiscation Fund, for the 2010/2011 Fiscal Year budget complies with provisions of Section 881(e)(3) of Title 21, United States Code and Florida Statute Section 932.7005. The total expenditure from forfeiture funds is \$12,000 for a new crime prevention initiative, a Mobile License Plate Reader System.



DAVID E. ALLEN, Chief of Police

Before me, **David E. Allen**, Chief of Police of the Town of Surfside, Florida personally known to me and acknowledged that he executed the foregoing instrument.

Witness my hand and seal this ____ day of November, 2011.

Notary Public

My Commission expires:



Town of Surfside Commission Communication

Agenda Item #: 5D

Agenda Date: November 8, 2011

Subject: 9501 Collins Temporary Construction Fence

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

Background: The property owner of 9501 Collins Avenue is proposing to build a seven unit upscale townhouse development. A temporary construction fence is necessary in order to move forward with the construction. The applicant is proposing an eight foot high temporary construction fence at the property line with a windscreen. Section 90.56-1 e. of the Zoning Code requires a six foot setback from Collins Avenue to provide for a landscape buffer. Also, Section 90-56.1 g. of the Zoning Code prohibits graphics on temporary construction fences. Both requirements may be waived by the Town Commission.

Section 90.56-1 e. was intended to avoid temporary fences being placed along Collins for long periods of time without landscaping. This applicant has already begun pulling permits and intends to build the townhomes quickly, which negates the need for landscaping. Also, the applicant only has a 50 foot lot. The six foot setback will severely impact their schedule for development. Section 90.56-1 g. of the Zoning Code aimed to give the Town Commission oversight as to the types of graphics proposed along Collins. The applicant is proposing elegant and tasteful graphics depicting the proposed development.

Recommendation: Staff recommends approval of the waiver of a six foot setback and accompanying landscaping along Collins Avenue and permits a graphic on the temporary construction fence depicting the proposed development.

Sarah Sinatra Gould, Town Planner

Roger M. Carlton, Town Manager

RESOLUTION NO. 11-____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A WAIVER OF THE REQUIREMENTS FOR A SIX FOOT SETBACK AND ACCOMPANYING LANDSCAPING FOR A TEMPORARY CONSTRUCTION FENCE ALONG COLLINS AVENUE AND PERMITTING A GRAPHIC DEPICTING THE PROPOSED DEVELOPMENT ON THE TEMPORARY CONSTRUCTION FENCE FOR THE PROPERTY OWNER OF 9501 COLLINS AVENUE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the property owner of 9501 Collins Avenue is proposing to build a seven unit upscale townhouse development and a temporary construction fence is necessary in order to move forward with the construction. The Applicant is proposing an eight foot high temporary construction fence at the property line with a windscreen; and

WHEREAS, Section 90-56.1 of the Zoning Code requires a six foot setback from Collins Avenue, a landscape buffer, and prohibits graphics on temporary construction fences. The requirements set forth in 90-56.1 were intended to avoid temporary fences being placed along Collins Avenue for long periods of time without landscaping and was also aimed at giving the Town Commission oversight as to the types of graphics proposed along Collins Avenue. The requirements set forth in 90-56.1 of the Zoning Code may be waived by the Town Commission; and

WHEREAS, the Applicant has already begun pulling permits and intends to build the townhomes quickly, negating the need for landscaping. The Applicant only has a 50 foot lot, the six foot setback requirement for the temporary construction fence will severely impact their schedule for development, and the Applicant is proposing elegant and tasteful graphics depicting the proposed development; and

WHEREAS, the Town Commission finds it in the best interest of the Town to

approve the waiver of a six foot setback and a landscape buffer for the temporary construction fence, and permission to have elegant and tasteful graphics depicting the proposed development.

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 the waiver of a six foot setback and accompanying landscaping along Collins Avenue and permits a graphic on the temporary construction fence depicting the proposed development.

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.

Motion by Commissioner _____, Second by Commissioner _____.

PASSED AND ADOPTED this _____ day of _____, 2011

FINAL VOTE ON ADOPTION


Commissioner Michael Karukin _____
Commissioner Edward Kopelman _____
Commissioner Marta Olchyk _____
Vice Mayor Joseph Graubart _____
Mayor Daniel Dietch _____

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, CMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**



Lynn M. Dannheisser, Town Attorney



TOWN OF SURFSIDE
Office of the Town Commission

MUNICIPAL BUILDING
9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154-3009

Commissioner Olchyk

MEMORANDUM

To: Town Commission

From: Commissioner Olchyk

Date: November 8, 2011

Re: Town Manager Bonus

In recognition of the excellent job our Town Manager has done achieving many cost-savings in various Town Projects as well as seeking contributions towards town beautification and parking, I recommend a one-time bonus of six (6%) per cent to be paid in lump sum in the month of December at payroll time.



**Town of Surfside
Town Commission Meeting
October 11, 2011
7 p.m.**

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

DISCUSSION ITEM MEMORANDUM

- Title:** Compensation Adjustment for the Town Manager
- Objective:** To recognize the level of service and results demonstrated by our Town Manager over the past twelve months and compensate him a manner commensurate with his performance, consistent with comparable communities, within our budget, and in adherence to the annual review provision in the Town Manager's contract.
- Background:** On September 14, 2010, this Commission voted to hire Roger Carlton as our interim Town Manager for ninety days and on December 14, 2010, voted to hire him permanently. One provision of Mr. Carlton's employment agreement was that the Commission perform an annual evaluation by December 15th for possible merit/performance salary adjustment.
- During the June 14, 2011 Town Commission meeting, Commissioner Kopelman placed an agenda item directing the Mayor to review the Town Manager's compensation package. The Town Manager requested the item be deferred until after the FY 11/12 budget cycle was completed. During this process, in part thanks to the Town Manager's work, the millage rate was lowered and there were no increases as originally expected for water/sewer/storm drainage rates. There was also no increase for the very high level of service we receive in solid waste collection and recycling programs.
- Consideration:** It is important to consider Mr. Carlton's performance in the job, comparability/parity with nearby similar jurisdictions and internal equities. There is no established set of guidelines so I reviewed Mr. Carlton's performance on the following criteria I found to be pertinent:
1. **Work Ethic:** The Town Manager consistently works seventy hour weeks, including attending and leading many evening meetings each week.
 2. **Due Diligence:** The Town Manager has quickly familiarized himself with the history of Surfside and has met (and continues to in many cases) with past and present community leaders to gain valuable perspective on issues ranging from cat management to economic development.
 3. **Mentorship:** The Town Manager has mentored department directors and staff in a focused effort to raise proficiency, efficiency and accountability. This action will have a positive, long-lasting impact on the lives of Town employees and has certainly improved the value of service provided to our residents. In addition, the Town Manager's years of

experience in both the public and private sectors and extensive relationships throughout all segments of the South Florida community have been shared without reservation with the staff and the energy level of our key people is visible and felt by all residents and visitors of the Town.

4. **Responsiveness and Demeanor:** The Town Manager provides requested information quickly (a few days at most), calls and e-mails are returned within hours and initiatives are included in the Points of Light for monitoring. He also has an open-door policy for any resident or interested party to meet with him. The Town Manager treats all members of the Town Commission respectfully and fairly and does the same for Boards and Committees. While he has occasionally displayed indignation, he is self-reflective and has modified his behavior accordingly.
5. **Operational Enhancements:** One of our charges to the Town Manager is to implement technology to better deliver services (and reduce operational expenses). This has occurred in the parking program (electronic multi-space meters), water/sewer billing process (using Municode/Muni-bills), Parks and Recreation (automated patron ID system), telephone system conversion to VOIP and the recently initiated program to convert Town records in the Clerk's office and Building Department to electronic images. Improving the Town's website is also underway.
6. **Organizational Improvements:** The Town Manager has realigned the Town administration to better meet the needs of the community. This has occurred in the Clerk's Department where contracts are now monitored and document imaging has begun to improve the availability of public records and reduce storage expenses. A new Code Compliance Office has been hired to bring stability and consistency to our code compliance program. A new Public Works Director was also hired who quickly restored confidence in the Department.
7. **Operational Transparency:** The Town now posts weekly check registers on the Town Website, the CAFR contains financial information never presented to the Town Commission or our citizens in the past, the budget summary contained in our monthly agenda presents both revenues and expenditures to better reflect our economic condition, the Gazette has been enlivened as to format and content, we have a website up and running for two major capital projects giving citizens access to information 24/7, and the Points of Light monthly report keeps us and our constituents up to date on many initiatives.
8. **Enthusiastic Administration:** One of the reasons that I advocated for a new Town Manager was the need for effective administration of Commission policy. We now have it. To be sure, it sometimes means that he moves quickly to accomplish a task or resolve a time-sensitive issue. However, at the end of the day, if the water/sewer/storm drainage project or the recommendations of the Downtown Vision Advisory Committee or reform of the code enforcement program seem too aggressive, we can all vote "no" on any issue or suggest modifications and limitations. Personally, I would rather modify a recommendation or vote "no" rather than have no recommendation to consider.
9. **Development Process:** The Town Manager initiated and brought to life the Development Impact Committee, which is a transformational process to ensure that

major developments are well designed and provide mitigation for their impacts on the Town. The two examples that have gone through the DIC process are the Transacta Lanai 175 room hotel and the Grand Beach Surfside 341 room hotel. Both projects have been modified substantially from the initial proposals for the betterment of the community. The Town Manager has proven himself to be a tough negotiator for offsite contributions totaling more than \$500,000 for the benefit of the Town and its residents and visitors.

10. **Advocacy:** The ongoing issues with the City of Miami Beach relative to their receipt of our sewage and the need to update their aging infrastructure as well as the resolution of the sand pile issue with the Florida Department of Environmental Protection and the recently engaged effort with Miami Dade County to meet their obligations in the Building Better Community Bond issue funded northern sewer force main demonstrate the Town Manager's ability to take tough positions on the Town's behalf. At the same time, the joint force main project with Village of Bal Harbour as well as the street sweeping and bus route expansion program with the City of Sunny Isles Beach reflect a cooperative capability where appropriate.
11. **Innovation and Long-Term Thinking:** While the political process in Surfside creates great challenges for long term thinking (two year election cycle for all members of the Town Commission), the Town Manager's Five Year Financial Plan has created the vehicle for all of us to think how our annual adoption of the budget impacts the goals of revenue diversification and creating adequate reserves that were greatly diminished by cash funding the construction of the Community Center. Innovations, such as alternative financing using bond funds to replace/repair the water/sewer/storm drainage fund is but one example as is the leasing of police vehicles to provide a safe and efficient fleet and actually reduce operational costs.
12. **Continuous Learning:** We receive an extraordinary amount of articles that are relevant to the issues we handle as part of our responsibility to the people of Surfside. We also each meet with the Town Manager to discuss local and regional issues that helps us gain perspective that informs our policy positions.
13. **Sense of Humor:** I love the New Yorker and Wall Street Journal cartoons. We also seem to be able to laugh at Town Commission meetings no matter how contentious the issue and we go home without anger and acrimony. Certainly the Town Manager's desire that we all have fun and feel a sense of accomplishment in our elected roles has a lot to do with this.

In terms of external equity with the salaries of managers in our neighboring communities (e.g., Town of Bay Harbor Islands, Village of Bal Harbour and City of Sunny Isles Beach), there is inequity. While not determinative on its own because many considerations go into each municipality's formula, it should be considered. Our Manager's current salary is \$121,105, while the salary for the manager's in our neighboring communities is significantly higher: Town of Bay Harbor Islands = \$142,116; Village of Bal Harbour = \$146,600; and City of Sunny Isles Beach = \$180,000). The Managers all have comparable benefit packages.

In terms of internal equity, conventional wisdom is that a supervisor should earn more than subordinates. Chief Allen's salary is currently ten percent higher than the Town Manager. This situation is contrary to conventional wisdom.

You have heard me remark on many occasions that there is a time to be low cost and a time to be best value. Certainly, as it relates to our Town Manager, we have best value, and we should recognize his performance and appropriately compensate him for his contribution.

Recommendation: The Town Manager's current salary is \$121,105. In order to be respectful to Commissioner Olchyk's concern that the base be kept low for future recruitments, I recommend that the Town Manager receive a \$20,000 one-time, non-pensionable performance adjustment. This will bring his total annual compensation to \$141,105 which addresses both the internal and external inequity. This approach will not increase his base salary this or any year, and as committed to in his employment agreement, he will be eligible for another performance evaluation 12 months from now.

One other adjustment is recommended. The Town Manager's employment agreement states that he receives a contribution to his ICMA retirement program equal to the blended rate of the Town's contribution to the Pension Plan. Due to the Town Manager's and staff's hard work, the Town's contribution to the Pension Plan was lowered 12.8 percent or a \$143,000 reduction during FY 11/12. He should not be penalized by this and his retirement contribution should remain at 15 percent.

Final Thought: My recommendation to provide a merit bonus to the Town Manager based on his stellar performance will likely become an issue of debate, particularly in a time where money is tight. However, we do have the money available in the budget. For this reason, I have given careful consideration to this and reached the conclusion that our community has benefitted greatly during the past year from the Town Manager's work and that it is appropriate to award him for this outcome. I think it is appropriate to give a bonus to a Town Manager who has met our objectives and beyond. I welcome your input.



TOWN OF SURFSIDE
Office of the Town Attorney

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Town Attorney

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MEMORANDUM

To: Town Commission

Cc: Roger Carlton, Town Manager

From: Lynn M. Dannheisser, Town Attorney *LD*

Date: October 31, 2011

Re: **Severance and Employment Salary Policy Restrictions**

Commissioner Olchyk has asked me to research whether the Town Commission can review and recommend salaries and severance packages in the future for all employees of the Town before he decides on these matters.

The short answer to this question is no. The Commission may not impose restrictions on individual employee salaries or severance packages as this constitute interference with the prescribed authority of the Town Manager.¹ However, the Town Commission may impose an overall policy relating to salaries of classes of employees or limitations on the overall amounts and circumstances relating to severance packages for employees under the authority of the Town Manager.

¹ These positions obviously do not include Charter positions which are appointed directly by the Commission. The terms of employment for these positions are generally the subject of a contract negotiated by and between the hiring Commission and the charter officer and not under the authority of the Town Manager.

There are several provisions in the law that must be reviewed in order to come to a final answer. These include the Florida Constitution, Florida Statutes, caselaw, Attorney General opinions, and Town's Charter provisions.

We begin with the Town Charter. The sections of the Town Charter that apply to this question in pertinent part are as follows:

Section 11. All powers of the *Town not specifically conferred on other officers and employees and the determination of all matters of policy* shall be vested in the Commission...

Section 14. Neither the Commission nor any of its members shall direct or request the appointment of any person to, or his removal from, office by the Town Manager or by any of his subordinates, or in any manner take part in the appointment or removal of officers and employees in the administrative service of the Town...The act of any Commissioner in violating the provisions of this section shall constitute an act of misfeasance in office.

Section 35. The Town Manager shall be the Chief Executive Officer and the head of the administrative branch of the Town government. He shall be responsible to the Commission for the proper administration of all affairs of the Town and to that end he shall have the power and shall be required to:

Appoint and remove officers and employees of the Town except as otherwise provided by this Charter and except as he may authorize the head of a department or office to appoint and remove subordinates in such department or office.

While no opinion has been issued directly on the terms of the Town's Charter, the Attorney General has issued an opinion interpreting the charter of the North Broward Hospital District which has charter provisions very similar to the Town's. In that opinion, the AG found that Commission members of the North Broward Hospital District would violate the applicable Charter and the Florida Constitution by giving direction to or interfering with employees or others under the supervision of the Chief Executive Officer other than for the limited purpose of inquiry or information. *Fla. AGO 2011-12*

While it is very clear that the Town Commission may not direct, request, or take part in any manner the appointment or removal of a person, officer, or employee under the authority of the Town Manager, there is authority for the Town Commission in its reserved powers to set policy on any matter including those that relate to standards for employees or overall budgetary issues. Accordingly, the Commission may, for example, prescribe by ordinance or resolution maximums, minimums, and salary ranges as they relate to entire classes or categories of employees, not individual employees or maximum severance amounts. These maximums, minimums, and salary ranges must comply with all applicable federal, state, and local laws, and cannot be arbitrary or capricious. See *Meeks v. Fink*, 89 So. 543 (Fla. 1921); See also, *Town of Homestead v. DeWitt*, 126 So.2d 582 (Fla. 3d DCA 1961); See also, *Fla. AGO 2005-30* which opines that a Town may adopt a policy that provides for a hiring bonus so long as the policy is

As our lobbyist recently advised, the Legislature recently amended legislation relating to severance payments and the Town Commission now needs to comply with the limitations of *Fla. Stat. §215.425*. These limits for any new contract (after July 1) include;

- no greater than 20 weeks of severance;
- no severance in the event of termination for misconduct (as defined in *Fla. Stat. §443.036(30)*);
- no severance payments not provided for in employees' employment contract;
- a maximum of 6 weeks compensation in settlement of an employment dispute.

After some controversial decisions by management in the City of Miami, the Town Commission enacted an ordinance which is attached below. The ordinance includes all of the above listed limitations and adds a requirement of a signed acknowledgement, waiver, and release form signed by the employee and approved as to form, by the Town Attorney. The Town can enact a similar ordinance.

In conclusion, the Town Commission cannot dictate whom to hire and fire or the specific amounts of salary to be conferred or the specific amount of severance for any given employee under the Manager's authority but the Town Commission may set policies with regard to overall limitations on salaries or severance packages by enactment of the appropriate legislation. Once those policies are established, however, their implementation and application is within the Town Manager's discretion.

The applicable Town Charter sections, Florida AGO's, and case law are attached in their entirety as well as the City of Miami's ordinance are attached.

Chapter 2 Administration.

Article IV. Officers and Employees

Section 2-153. Severance Pay for Executive Employees.

a) The City Manager may, subject to review and approval as to legal sufficiency by the City Attorney, grant severance pay to unclassified employees who hold executive status, if the severance pay represents the settlement of an employment dispute. Severance pay shall not be given if:

- 1. The employee voluntarily resigns; or
- 2. The employee retires; or
- 3. The employee is terminated for cause.

b) As used in this subsection, the term "severance pay" means the actual or constructive compensation, including salary, and benefits, for employment services yet to rendered which is provided to an employee who has recently been or is about to be terminated. The term does not include compensation for earned and accrued annual, sick, compensatory, or administrative leave.

c) Severance pay authorized under this section may be granted based on the employee's length of service but shall not exceed the following:

- | | |
|--------------------------------------|--|
| 1. less than 12 months of service | none |
| 2. 12 months to 24 months of service | up to a maximum of 15 working days' salary |
| 3. More than 24 months of service | up to a maximum of 6 weeks' salary |

d) Receipt of severance pay is contingent upon the effected employee's execution of an Acknowledgment, Waiver, and Release Agreement in a form acceptable to the City Attorney.

e) All unclassified employees, regardless of whether they are granted severance pay as described above, are entitled to payment for unused vacation and sick leave consistent with City policy.

- 1. The City Manager may authorize an employee to be carried on administrative leave in lieu of receipt of a lump sum payment.
- 2. An employee granted severance pay, who elects to be carried on administrative leave for the severance time, may continue participation in the City's health insurance plan at full cost to the employee for the period of time on severance leave, not to exceed beyond the month through the severance leave was granted.



**Town of Surfside
Town Commission Meeting
November 8, 2011
7 p.m.**

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

DISCUSSION ITEM MEMORANDUM

Title: Employee Appreciation Day

Objective: To offer this Commission's perspective and opinion regarding establishing some sort of 'official' "Employee Appreciation Day." To give direction to the Town Manager to develop an events program; to include a budget suitable to reflect a genuine *Thank You* for all employees who contribute to make Surfside a wonderful and better place for we residents to live.

Some suggestions:

Print a small 'program' - music, children's entertainment, etc.

Determine an amount per employee to spend on this event (establish an invite/RSVP).

Establish an annual date/week in which to do hold this event.

Perhaps small 'keepsakes' for longtime employees.

Consideration: I attended the recent 'Employee Day' at the Community Center. I realize that the weather was stormy and really put a damper on the event – however, I got the distinct feeling that the Town employees deserve a nicer event and that 'our' Town can well afford to provide one – I know we can do something special.

Respectfully,

Joe Graubart, Vice Mayor



TOWN OF SURFSIDE

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MEMORANDUM

TO: Mayor, Vice Mayor and Town Commissioner
FROM: Roger M. Carlton, Town Manager *Roger M. Carlton*
DATE: November 8, 2011
SUBJ: Vice Mayor Joe Graubart's Request for a List of Shovel Ready Projects

During the October 11, 2011 Town Commission meeting, Vice Mayor Joe Graubart requested a list of "shovel ready" infrastructure projects be presented during the November 8, 2011 Town Commission meeting. "Shovel ready" means that the project has been designed, permits have been obtained, community involvement has been accomplished and the project is ready to go to competitive bid (a process which generally takes approximately 60 days). The Vice Mayor has sought this list in the event that the federal or state governments release funding as a recession fighting strategy Surfside would be ready to request grants.

The Town is well equipped to meet this goal as the Town Commission has already selected six design/engineering firms through a competitive selection process. The following are projects that could become "shovel ready" in fairly short order arranged in a short/medium/long term priority context. It is important to have a diverse group of projects "shovel ready" as the order of priority incorporated in federal or state legislation is not known.

Short Term Priority

- | | |
|--|-----------|
| • Replace Town Hall Elevator | \$150,000 |
| • Replace Town Hall Roof | \$40,000 |
| • Upgrade Tennis Center Lights, Resurface Courts, Fence | \$125,000 |
| • Install Synthetic Turf at 96 th Street Park | \$225,000 |
| • 95 th Street Gran Concourse Project (Collins to Hardpack) | \$500,000 |
| • Upgrade Traffic Calming Devices | \$150,000 |
| • Tree Planting | \$450,000 |
| • Street Signs and Wayfarer Program | \$300,000 |
| • Crime Prevention through Environmental Design
(entrances to single family neighborhood) | \$200,000 |

Medium Term Priority

• Second Floor Community Center	\$1,500,000
• Additional Lifeguard Stand	\$40,000
• Replace Hardpack and Walking Path Ropes and Stanchions	\$225,000
• 95 th Street Gran Concourse Project (Collins to Abbott)	\$700,000
• Parking Structure Downtown	\$2,500,000
• Wider Sidewalks Downtown (96 th Street to 94 th Street on Harding Avenue)	\$1,250,000

Long Term Priority

• Ten Beach Street Ends and Beach Access @\$350,000 each	\$3,500,000
• Eleven Street Ends in Single Family Neighborhood (@\$55,000 each)	\$605,000
• FPL/ATT/Cable Undergrounding	\$8,000,000
• Downtown Alley Project	\$400,000

This is the first look in response to the Vice Mayor's request. We wish to thank him for asking the Administration to create this list. Based on input from the Town Commission, Staff will continue to develop projects costs including operational impacts.

Attachment



**Town of Surfside
Town Commission Meeting
October 11, 2011
7 p.m.**

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

AGENDA DISCUSSION ITEM MEMORANDUM

Title: "SHOVEL READY PROJECTS"

Determine if the Commission wants to direct the Town Manager and Staff to prepare 'shovel ready' projects to be paid for and funded with Federal Funds that may become available as a result of any 'new' or additional economic stimulus. The American Recovery and Reinvestment Act of 2009 may (just may) be repeated?

Should the Town be in the position to 'jump' on this opportunity?

Suggested/Possible Projects:

- **New staircases and shower areas for Oceanside street ends – to include new trash and recycling receptacles, benches, lighting, landscaping and irrigation.**
- **A second story for the Community Center. Multi-media room, gym, etc.**
- **Sidewalks for high use streets and avenues – such as between Abbott Avenue and Bay Drive on 95th street...same with 94th street. Between the "96th Street Park and 95th street on Bay Drive. And, on 88th street between Harding and Hawthorne Avenues.**
- **Undergrounding Utilities.**

Respectfully submitted by, Joe Graubart, Vice Mayor



Town of Surfside Commission Communication

Agenda Item # 9E

Agenda Date: November 8, 2011

Subject: Water Based Cooling Tower

Background: A few governing bodies in Miami-Dade have allowed for the installation of sub-meters on cooling towers and some degree of reduction to the sewer portion of the water bill for water supplied to the cooling tower. The former Town Manager and Public Works Director consented to allow the installation of a sub-meter at the Azure Condominium to gather information related to water flow to towers. This was done without Town Commission approval. A consultant to Azure has petitioned for a credit to their sewer bill based on the water volume as they assert that their cooling tower wastewater (blow down) is not tied to the Town's sewer system. This report introduces cooling tower operating processes, examines issues related to environmental responsibility, looks at the fiscal impact of establishing the offset to the sewer bill and recommends against this request. Finally, this report makes recommendations for implementing a sub-metering policy should the Town Commission provide the policy direction to do so.

Executive Summary: To comply with the National Pollutant Discharge Elimination System (NPDES) standards and comply with Miami-Dade Code requirements, the Department of Environmental Resource Management (DERM) is supportive of the position that all cooling towers must discharge to a sanitary sewer system unless discharged water quality demonstrably meets water quality standards. Closed systems do not lose water to evaporation. Open system water loss to evaporation is generally offset by the inflow of unmetered rainwater.

Proper system maintenance in an environmentally responsible system, requires considerable water replacement resulting in sewer use. An accurate differential between sewer use and loss to evaporation can best be identified by installation of two sub-meters (one for water inflow; one for contaminated water discharge [blow-down]).

Staff recommends not allowing sub-meters based on the above and the resultant need, if allowed, for an estimated 7.41% increase in customer rates to avoid risking falling below debt service covenants. If policy is established allowing sub-meters, staff recommends that meters be required to be placed at ground level to reduce liability and time, that two meters be required (water inflow and sewer inflow), that the cost of installation be borne by the condominium and that meters only be considered for open / direct contact cooling towers that demonstrate environmental responsibility.

I. What is a Cooling Tower and How Do They Operate?

A cooling tower is a mechanical system designed to remove heat from water or another liquid refrigerant to cool either air or water. The chilled air or water is then passed through ducts or pipes to help cool the building. Water based cooling towers, even aged ones, are still regarded as relatively efficient compared to conventional compressor/freon based systems, but several refrigerant systems utilizing something other than water promise twenty percent (20%) greater efficiency. It is not, however, within the scope of this study to address refrigerant systems other than water based ones. Due to their size and the volume of water pushed through these systems, they are often found on the roofs of condominium complexes or other large commercial structures. Efficiency in air conditioning and the totality of new buildings is implemented through the LEED process and through building codes.

Cooling of a segment of the duct or pipe entering the living area generally occurs in one of two ways: 1) closed (indirect) systems utilize a chilled supply of water contained within a piping system to cool a containment area through which the ducting/piping passes and 2) open (direct) systems which generally rely on evaporation through ambient venting or forced fans to chill the water or air. There are a number of potentially variants and combinations of the design, but generally closed systems are those that do not expose the cooling waters to open air and open systems are those that do expose the cooling waters to open air. Both systems exist in the Surfside condominiums.

Open systems utilize the process of evaporation to cool the water. The process of evaporation creates a heat exchange which releases heated water as steam/evaporation and conversely cools the remaining collected water. This phenomenon is the same one that accounts for a wet body feeling cooler when a breeze (warm or cool) passes over it.

During this open system evaporation process some portion of the Town supplied water is lost from the system to the atmosphere as a result of the evaporation process. The loss due to evaporation is not recaptured in the drainage or blow down system. The Building Official reported on a DERM study suggesting that water loss to evaporation is 15% or less in most months. While there is some loss to evaporation, these types of systems are also open at the top allowing for unmetered water intrusion. An average sized system with an opening of 20' x 20' applied to the average annual rainfall for South Florida means that unmetered water

entering the cooling tower is approximately (240" x 240" x 58.5" rainfall) = 3,369,600 cubic inches or 14,587 gallons.

The assumption among industry professionals is that this amount of entering unmetred water is roughly equivalent to the amount lost to evaporation. No known studies confirm or refute this understanding. A more accurate measure of the difference between water lost to evaporation and water (metered or not) entering the system would be achieved by placing sub-meters both on the potable water entering the system and the volume of water expelled from the system into the sewer system.

II. Environmental Requirement for Cooling Towers to Expel to the Sewer

Sub-meters at both the water ingress and ingress to the sewer system would not only capture rainfall volume, but would also capture the 25 – 50% of cooling tower volume periodically expelled for proper maintenance of the cooling tower system. Proper maintenance of cooling tower systems requires a periodic shedding or releasing of some of the water re-circulating through the system. This periodic release helps to maintain the mechanical system and reduces the growth of bacteria which can lead to such illnesses as legionnaire's disease.

The assumption, supported by DERM, is that both open and closed cooling towers discharge water which is contaminated. Open systems expose the water to air and a series of plates which develop scale build-up which is transferred into the discharged water. Closed systems often utilize chemical additives to increase the cooling properties, reduce build-up, or for other purposes. Some of the risks of this process include: sediment causing turbidity problems in waterways and water bodies and biocides and anti-corrosion chemicals which can be toxic to humans and also to plants and animals in aquatic environments. To best treat this contaminated discharge, the towers should discharge (blow-down) to a sanitary sewer system.

Upon review of the Azure Development letter (which states that it is not discharging the waste water into a sanitary sewer system), considerable investigation and correspondence occurred between the Building Official and representatives of DERM concerning how the discharge of presumed contaminants into a non-sanitary sewer system could be allowed. In response, DERM has highlighted Miami-Dade Code (section 24-42.4 (2) Attachment A) that any discharge which might enter or run the risk of seeping into (such as ground water) a storm water collection facility is a violation of code. Representatives of DERM have re-affirmed their support of the position that all cooling tower systems must flow into a sanitary system unless (pursuant to (2.a.ii) of the above referenced code) operators of cooling towers have the written certification of the Director of the Department of Environmental Resources Management that their on-site processes met water quality standards.

To access the current state of compliance with this requirement, the Building Official has drafted a letter to owners of all cooling towers notifying the building managers that their

systems will be inspected. The intention is ultimately to enforce the DERM requirement to connect to the Town's sewer system unless/until a current letter is produced from DERM showing that the discharged water meets quality standards.

Based on the discussions, it seems likely that the letter of certified water quality might be met under one of two scenarios. The first would be if the water discharged came from a closed system which had not been treated with chemicals. The second would be if an open (direct) system had a water retention and treatment facility on site.

At present, the Building Official estimates that there may be one of the existing nine sites that meets these criteria. A cooling tower installed in 2006 is presently the only one likely to be in compliance with environmental standards. Now that this issue has been brought to staff's attention by Azure, there is a need to ensure compliance (not being complicit in non-compliance). Consequently, staff recommends that no request for discounting be considered unless/until there is a demonstration of compliance with environmental requirements by either discharging all waste water into the Town's sanitary sewer system or providing a letter from DERM indicating that a process is in place for ensuring quality water discharge standards are being met.

III. Financial Impact of Allowing Sub-metering for Cooling Towers

As proposed by the Azure consultant, there would be no requirement for tying into the Town's sanitary sewer system and all water entering cooling towers would be discounted from sewer charges. While an inventory of existing cooling tower types, water use rates, discharge processes, etc has not been completed, the total number of existing systems has been identified. There are nine existing cooling tower systems in the Town of Surfside and three more on the horizon for the two development projects underway.

If each of the twelve had water consumption patterns similar to the historical information available from the Azure, the Town of Surfside would be crediting approximately \$102,575 annually for these accounts. This credit would place the Town below our debt covenant requirement for debt coverage without an increase in rates. The sewer rate increase to maintain current debt ratios would be approximately 7.41% for all of FY 11/12 (applied retroactively to 10/1/11). This amounts to bi-monthly rate increase of fifty-one cents (\$.51) for all accounts and a bi-monthly consumption rate increase of eighty (\$.80) per thousand gallons for all accounts. The combined bi-monthly impact for a "tier one" single family residential property would be \$5.33 (\$.51 base plus \$4.82 on 6,000 gallons monthly).

For FY 12/13 and beyond the rate increase could be even higher compared to the current rate. This rate increase for water and sewer beyond 7.41% results from a single factor received by the Town from the Miami-Dade Water and Sewer Authority (MDWSA) that the wholesale water and sewer rates are likely to increase substantially over the next several years. The

Town Commission has seen a report from Miami Dade County Mayor Gimenez regarding the unmet capitol needs of the MDWSA.

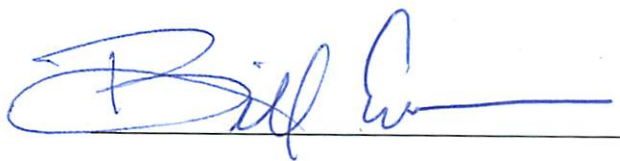
IV. Staff Recommendation

The recommendation of staff is to not move forward with allowing sub-metering for cooling towers and to require (pursuant to DERM) that all towers comply with current environmental regulatory standards. With an environmentally responsible sewer connection, closed systems would discharge all of the contained contaminants into the sewer system resulting in no sewer credit. Open systems would discharge maintenance water and unmetered rainwater inflow into the system which is offset by the water lost to evaporation. As a final consideration, this approach (allowing the discount (sub) meters for open/direct contact systems) may have the unintended effects of encouraging additional water use encouraging buildings to keep their old inefficient systems. It may also encourage increased health risks by discouraging regular blow-down (diluting of stagnant system water) by discharging part of the re-circulating water.

Based on our research, should the Town Commission wish to establish a sub-metering program, staff recommends that the following conditions be applied:

1. All cooling towers be required to demonstrate environmental compliance
2. Only cooling towers demonstrating environmental compliance and utilizing an open / direct / evaporation cooling system be allowed to apply
3. Meters for both potable water into cooling systems and cooling system discharge into the sewer system be metered. Credit for evaporation would be given and, in particularly rainy months, additional charges on sewer volume from cooling tower in-flow may be charged
4. Both sub-meters should be placed at ground level and outside of the structure so as to not increase meter reader time and/or create liabilities related to taking readings on rooftops
5. An application fee, per meter, be established to recover all direct and indirect costs
6. Regular permitting and inspection costs should be applied
7. The rate structure be adjusted and codified to include the additional tower sub-meters
8. The sewer rates for other property owners be increased as needed to offset the revenue loss while maintaining debt covenants, and
9. Allowances be given prospectively only after ordinance changes and all meters are installed and inspections are completed

If the Town Commission sets policy to move forward under these conditions, the financial impact may reasonably be reduced to approximately \$76,963 requiring an increase in FY 11/12 sewer rates of approximately 5.56% (retroactive to 10/1). This reduction is based on a variety of assumptions, but principally upon the requirement that cooling tower operators come into compliance with environmental protection standards and that actual discharge into the sanitary sewer system is measured.

A handwritten signature in blue ink, appearing to read "Bill Evans", written over a horizontal line.

Bill Evans, Public Works Director

A handwritten signature in blue ink, appearing to read "RM Carlton", written over a horizontal line.

Roger M. Carlton, Town Manager



**Town of Surfside
Commission Communication**

Agenda Item #: 9F

Agenda Date: November 8, 2011

Subject: Community Center – Project Close Out

Objective: To summarize and seek Town Commission approval for the project close out procedure for the Community Center Design, Permitting, Construction and Commissioning Project

Background: In September 2007, Calvin, Giordano & Associates (CGA) responded to a Request for Qualifications (RFQ) advertised by the Town of Surfside. The qualifications were submitted and negotiated utilizing the Competitive Consultant Negotiations Act (CCNA) guidelines. On November 13, 2007 the Town of Surfside and CGA entered into a contract which included the Contract Administration for the Construction of Public Facilities. This entire process was completed with a prior Town Commission and Town Manager.

CGA provided the Town with a project scope and cost for the Project Management Services for the design, permitting, construction and commissioning of the Three Story-Community Center which was approved by the Commission at the September 9, 2008 Commission Meeting.

CGA managed the task of issuing a Request for Qualification (RFQ) package for Architect/Engineer (A/E) services. Through the CCNA RFQ process, AECOM (f.k.a. Spillis Candella) was chosen as the projects A/E. This process met all requirements of state law and was once again completed by a prior Town Commission and Town Manager.

In 2008, the Team presented a schematic design for a 3-story Community Center. The schematic design was approved by the then seated Town Commission and the team was authorized to move into the Design Development Phase.

The team completed the construction documents and began permitting in the fourth quarter of 2008. Simultaneously a ballot initiative to bond finance the 3-story Community Center was rejected by the voters of the Town of Surfside. As a result of the failed 3-story design, additional Town Hall meetings were held to discuss the 3, 2 and single story design options.

In February 2009 a previous Town Commission directed the team to move forward with a 2-story design. The revised construction documents were completed in March of 2009 and the Project was

publicly bid. The public bid process resulted in competitive pricing from five General Contractors. In July 2009 a second ballot initiative to bond finance the 2-story design failed to pass. Additional Town Hall meetings were held to discuss options. It should be clear that the two failed referendum were not about the decision to build. The question posed to the voters was about how to fund the cost, specifically, with General Obligation Bonds which require that the full faith and credit (property taxes) of the Town be pledged to paying the debt.

In August 2009, a previous Commission directed the Team to design and construct a Phase 1 Community Center with a Not to Exceed (NTE) cost of \$5,000,000 using General Fund cash reserves which had accumulated over the years. To be clear, this decision is what caused the draw down of reserves that some citizens alleged were misused. This NTE amount included consultants, construction, permitting and allocable furniture, fixtures and equipment (FFE) costs.

The Team developed a 1-story design which would be constructed with capacity to receive a future second story when additional funding was available.

The Team completed the Construction Documents, obtained the local, county and state permits, publicly bid the Project and began full scale construction activities in July 2010 (less the work east of the bulkhead (the green area) due to permit delays). This was nearly six months after the ceremonial groundbreaking in early 2010.

The current Town Manager arrived in September 2010. The sub-grade work (piles, pile caps) had been completed, however since the work was below grade the community perception was that nothing had happened. The project was still lacking the second required FDEP permit for work east of the bulkhead.

Based on the clear concern on progress and desire to open by summer (June 21, 2011) and the Town's unwillingness to re-design the project again, the team continued moving forward with the current design.

The first step taken in ensuring continued progress was to establish the Construction Oversight Committee which consisted of Roger Carlton, Paul Gioia, Bill Evans, Tim Milian, Chris Caprio (West), Coley Pitt (Superintendent), Chris Giordano (CGA) and Albert Lezcano (AECOM). This group was charged with completing the project by the committed date and within the \$5 million budget. The group met weekly or more often as needed and at times worked seven days per week to achieve that goal.

As construction progressed it became clear that the meeting/multipurpose room space was inadequate and in January 2011, the Commission approved an additional 1,000 s.f. multipurpose room in order to maximize the available space at a reduced cost (by utilizing the future elevator pit support piles and pile cap). This \$225,000 addition was funded by the construction contingency and was not projected to take the project over the previously established budget.

It was also during the January 2011 Commission Meeting that the Commission approved delegating the authority to execute change orders to the Town Manager. This authority was granted in order to keep the construction progress moving through quick decisions and direction. This authority also

stipulated that the Town Manager could not exceed the \$5,000,000 budget. This decision by the Town Commission is what allowed us to finish on time and meet the current Commission's commitments to the community.

Change orders granted to General Contractors fall into the following four categories:

1. Changes in Field Condition
 - a. During design the architect is sometimes forced to use assumptions on certain field conditions. These assumptions are necessary for items like subsurface conditions or materials and other items that are unknown until the site is under construction. This type of change order is issued when the Contractor discovers field conditions which differ from those represented in the bid documents. The change order is issued for the amount of cost increase/decrease between the bid documents and actual field conditions.
2. Owner Requested Modifications
 - a. These change orders are issued when the Town decides to add/delete or change an item during the construction phase (i.e. adding the additional multipurpose room). There are expenses or decreases that result from this process.
3. Ambiguity in the Plans
 - a. These change orders are issued when there is not enough or conflicting information in the construction documents. Most of these ambiguities are covered under a blanket statement, i.e.-"Contractor must complete all work in accordance with Florida Building Code and all other pertinent codes." In some cases it is incumbent on the Contractor to read these statements and assume costs accordingly. In some cases, it is not reasonable to assume the Contractor included all costs associated with the clarifications in the ambiguity of the plans. In most cases, the cost should be split for the following reasons:
 - i. Contractor-Has reasonable duty to assume costs of clarification.
 - ii. Architect-Has reasonable duty to issue clear and detailed plans.
 - iii. Town-Assumes the real value added benefits of the clarification and adjustments.
 - iv. The allocation of cost amongst the three parties varies on a case by case basis.
4. Direct Purchase Options
 - a. Throughout this project, the Town chose to purchase material and equipment directly rather than through the Contractor. When this is done, the Town issues a cost reducing change order to the Contractor for the full amount of the goods plus the applicable sales tax. The purchase order the Town issues to the vendor supplying the the material does not include the sales tax (the Town is a sales tax exempt entity). This process results in a net savings to the Town in the amount of the sales tax. For this project, the Town was able to purchase enough equipment to save \$21,500 in sales tax.

Contractor's Close Out

- Throughout the duration of the project, the Contractor submitted the following Change Order Requests:
 - 47 Additive Change Order Requests totaling \$558,000 (includes \$225,000 multipurpose room)

- The Town issued Direct Purchase Option Change Orders
 - 4 Deductive Change Orders totaling (\$481,584)

After intense negotiations led by CGA, the group was able to deny or lower the value of the Contractor's claims. The final net effect on the construction contract value was an increase of \$20,817, including the additional room.

Throughout the construction process 10% of the billed to date amount was held from the Contractor. This money is considered retainage and holding retainage is standard throughout the construction industry. This retainage is held to address any claims, unpaid vendors or inadequate installation that may occur during the project. To date the Town continues to hold \$289,523.55 in payments from the Contractor. This money will be held until all punch list items are completed to the Town's satisfaction. We are approximately 98 percent complete with the original 500 item punch list.

Architect/Engineer's Close Out

There are many ways to view the Community Center Project.

1. We have a beautiful building with many great attributes that is well received by the Town.
2. There are design area concerns and the project could have been further value engineered. Value engineering is a function of the Architect (AECOM), Project Manager (CGA) and the client (Town of Surfside). Clearly this job could have been done better by all parties. Having said that, it is better to close out the project and move forward.

The Construction Administration portion of AECOM's contract was valued at \$199,810. Currently, the Town is holding \$46,685 in retainage and unpaid amounts. I have scheduled a meeting with the principals of the firm and stated that due to the significant design weaknesses the Town will not pay the remaining balance to AECOM, resulting in a credit to the overall cost of \$46,685. A verbal report on this element of the project close out will be made during the November 8, 2011 Town Commission Meeting. If AECOM will not agree, Staff will report back to the Town Commission for direction.

Project Manager's Close Out

CGA's proposal, accepted by the Commission in September 2008, was capped at \$291,000 (plus \$14,550 reimbursables -i.e. permit expenses). Efforts and thus costs for this work began immediately and are still continuing today (38 months and counting). This proposal anticipated oversight for the design, permitting, bidding, construction and close out of the Community Center. This fee is 5.82% of the Community Center budget, which is within industry standards.

The proposed fee did not anticipate two re-designs of the Community Center (2 story and final 1 story) or two permitting efforts (began permitting 3 story design). Although these re-designs increased the cost and duration to CGA, no change order or additional compensation was requested. The goal of the Construction Oversight Committee was to keep costs low and complete the project as soon as possible.

During the duration of the project, it became apparent that CGA would reach their Not to Exceed (NTE) amount well prior to the completion of the project. This situation occurred for multiple reasons including:

1. Additional follow up and oversight required for the Architect's responsibility, mainly through the permitting process.
2. Costs and hours for a trip to Tallahassee to ensure permit progress continued.
3. Additional construction duration due to the Contractors schedule

In July 2011, CGA had reached their NTE amount and could no longer invoice the Town for the hours spent managing the Community Center Project (4 months and counting). CGA, to this date, continues to work with no commitment of funds past their NTE amount. CGA has continued to keep track of their hours and costs spent in excess of the NTE amount, which has now exceeded \$27,500. Through negotiations, this cost has been lowered to \$13,750. CGA will continue to work to close out the project with no commitment or expectation for additional funds beyond the amount recommended in this report.

Project Close Out

Following is a summary of project costs:

Soft Costs	Consultants, Permits, FFE, Inspections, etc.	\$632,879
Construction Costs	West, FPL, Direct Purchase Equipment, etc.	\$4,361,382
Total Budget		\$4,999,781*

*There were previous permit and consultant expenses funded prior to the August 2009 Commission Meeting. However, the previous Commission was aware of these expenses when they established the \$5,000,000 budget moving forward. There is some allocable FFE (Furniture, Fixtures and Equipment) absorbed by the Parks & Recreation and Public Works budgets in FY 10/11. Each of these budgets ended FY 10/11 with a surplus, which included this FFE.

During the close out process, a settlement agreement with West was drafted by the Town Attorney's Office and reviewed by expert outside counsel. This agreement is between the Town and West Construction, Inc. The settlement agreement is attached for your review.

Alternative Close Out Options

City Staff and Legal Counsel have considered alternate close out options at great length. Each option has a legal cost/risk if project close out ends up in litigation. At the end of the day if the Town completes a project on time and under budget with a quality product, it makes sense to settle out any claims from the Contractor, Project Manager and Architect in the manner recommended.

In looking back through Surfside's history, I found that during the close out of the Town Hall Renovation Project the team was not able to reach a settlement agreement with the Contractor. After the Town could not reach a settlement the process went into litigation. The total litigation costs exceeded \$750,000 on the \$2,500,000 construction project, which equates to 30% of the total

construction cost. We are not sure if the bonding company had to become involved in the process and have not had time to do further research. This historical event shows how the risk is sometimes not worth the reward.

On June 19, 2011 the Town held a Grand Opening Celebration which marked the official opening of the Community Center and its amenities for the residents of Surfside. To date, over 20,000 patrons have enjoyed the Community Center.

In conclusion, while the initial discussions regarding the Community Center were focused on building size, funding, bond referenda and other historical archeology we are blessed with a wonderful Community Center which has been transformational for the social fabric of Surfside. With the proposed settlement we complete this project on time and within budget and without any litigation. This Herculean feat could not have been accomplished without the extraordinary work of the Construction Oversight Committee and the flexibility granted by the Town Commission.

Analysis: The proposed final settlement completes the project as scheduled and provides a release for West Construction within the budgeted \$5,000,000 amount.

Budget Impact: The final proposed settlement has no impact to the budget due to the fact that the project was completed within the budgeted amount.

Staff Impact: The final proposed settlement has no impact on Staff.

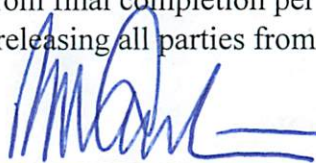
Recommendation: Staff recommends that the Town Commission approve the final settlement and provide direction to the Town Staff to complete the outlined steps to ensure the Contractor completes the final remaining punch list items, pays all required vendors and subcontractors and provides the Town with an executed release from any pending claims.

These steps include:

- Maintain retainage in sufficient amount related to the estimated cost to correct any outstanding items.
- Inspection of all punch list items prior to releasing any remaining retainage amount.
- Continue to require releases from all vendors and subs prior to issuance of remaining funds.
- Establish and document the 1 year warranty from final completion per the Contract.
- Receive fully executed settlement agreement releasing all parties from further claims.



Paul Gioia, Building Official



Roger M. Carlton, Town Manager



Tim Milian, Parks & Recreation Director



Bill Evans, Public Works Director

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Agreement”) is made and entered into as of the ___ day of October, 2011, by and between West Construction, Inc., a Florida corporation (“West”) and the Town of Surfside, a Florida municipal corporation (“Town”) (West and the Town are collectively referred to as the “Parties”)

R E C I T A L S

WHEREAS, West and the Town entered into that certain Construction Agreement dated _____, for the construction of the Town of Surfside Community Center Project No. CC5355;

WHEREAS, West has submitted to the Town claims related to additional work;

WHEREAS, to date, several of West’s change orders have been approved and incorporated into the progress billings;

WHEREAS, a dispute has arisen between the Parties concerning the amount West claims as being owed for additional work in excess of \$174,000.00;

WHEREAS, West also asserts a claim for general conditions as part of the permit and consultant related delays, in addition to the \$174,000.00; and

WHEREAS, the Parties now wish to amicably resolve all of their disputes through the execution of this Agreement, and have agreed to settle their differences solely to avoid further costs associated with any potential litigation arising out of the same or other matters.

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. The above-referenced “WHEREAS” clauses are true and incorporated as part of this

Agreement. Any defined terms not defined herein shall have the meanings ascribed to them in the Construction Agreement.

2. Town shall pay West the amount of \$95,000.00 in full and final settlement of any and all of West's claims for additional work.

3. Including the additional compensation identified in paragraph 3, the final Contract Sum to be paid to West for the Project with and all claims accounted for is \$3,895,342.58. This final Contract Sum incorporates all contract items, direct purchase credits, change orders and final settlement amount. West acknowledges and agrees that it is not entitled to any other payments or monies over and above this final Contract Sum.

4. West has been paid \$3,355,819.03 to date on the Project leaving an open balance of \$539,523.55. Under this Agreement, provided West provides the payment request documentation required by the Construction Agreement (e.g., partial waivers of lien), the Town agrees to pay West \$439,523.55 by October 21, 2011. If West does not timely provide the payment request documentation required by the Construction Agreement, the Town will make the payment as expeditiously as practicable following submission of the documentation.

5. The remaining \$100,000.00 balance will be paid once the punch list items are completed and Final Completion is achieved. West agrees to expeditiously complete the punch list and achieve Final Completion by _____, 2011. The Town agrees to disburse these funds weekly as the punch list items are completed in such amounts as determined by the Town based upon the remaining punch list items to be completed.

6. The Parties agree to bear their own collection and/or attorneys' fees and costs and waive all claims to attorneys' fees and costs incurred to date that they may have against each other,

including without limitation, all claims provided to collection agents.

7. Except for (a) the performance of its obligations under this Agreement, (b) its obligations under the Construction Agreement to complete the remaining Work and achieve Final Completion (c) its obligations under the Construction Agreement that survive Final Completion including its warranty obligations as well as latent defects in the Project which are discovered after the effective date of this Agreement and (d) claims for contribution or indemnity related to third party claims arising from latent defects in the Project, the Town hereby unconditionally and irrevocably releases and discharges West, including its heirs, executors, administrators, successors, assigns, affiliates, subsidiaries, agents, parents, officers, directors, partners, employees, from any and all actions, causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, obligations, rents, contracts, invoices, controversies, agreements, promises, variances, trespasses, damages, liabilities, judgments, executions, claims and demands whatsoever, in law, admiralty or equity, whether known or unknown and whether liquidated or unliquidated, which the Town ever had, now has or hereafter can, shall or may have against West, from the beginning of the world to the date of this Agreement pertaining to or relating in any way to the Construction Agreement and the Project.

8. Except for the performance of its obligations under this Agreement, West hereby unconditionally and irrevocably releases and discharges the Town and its heirs, executors, administrators, successors, assigns, affiliates, subsidiaries, agents, parents, officers, directors, partners, employees, from any and all actions, causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, obligations, rents, contracts, invoices, controversies, agreements, promises, variances, trespasses, damages, liabilities, judgments,

executions, claims and demands whatsoever, in law, admiralty or equity, whether known or unknown and whether liquidated or unliquidated, which West ever had, now has or hereafter can, shall or may have against West from the beginning of the world to the date of this Agreement pertaining to or relating in any way to the Construction Agreement and the Project..

9. No waiver, amendment or modification of any provision of this Agreement shall be valid unless in writing and signed by the person against whom it is sought to be enforced. The failure of a party to insist upon strict performance of any condition, promise or understanding set forth herein shall not be construed as a waiver, impairment or relinquishment of the right to insist upon strict performance of the same condition, promise or understanding at a future time.

10. It is further agreed that this Agreement may be executed in counterparts, including facsimile copies thereof, each of which shall be deemed an original, and all of which together shall constitute one and the same document.

11. In entering into this Agreement, no party admits liability to any other. It is instead understood and agreed by each party hereto that this Agreement, any consideration given or accepted in connection with it, and the covenants made in it are all made, given and accepted in full compromise of any disputed claims described herein and for the purpose of avoiding the costs and uncertainties of litigation and to compromise disputed claims.

12. If any paragraph, subparagraph, sentence or clause of this Agreement shall be adjudged illegal, invalid or unenforceable, the balance of the Agreement shall remain in full force and effect.

13. Any notices, demands, requests or other communications with respect to this shall be in writing and shall be made by facsimile on behalf of the Parties as follows:

- a. **For West:** West Construction, Inc., 318 South Dixie Highway, Suite 4-5, Lake

Worth, Florida 33460; Facsimile: 561-582-9419.

b. **For the Town:** Town of Surfside, 9293 Harding Avenue, Surfside, Florida 33154; Facsimile: (305) 993-5097.

Notification hereunder shall be deemed complete upon the date and time reflected on the notifying party's fax confirmation sheet, so long as such sheet reflects a successful transmission.

14. In entering into this Agreement, the Parties represent that they have completely read and understand this Agreement and that the terms thereof are fully understood and voluntarily accepted by each.

15. The Parties represent and declare that, in entering this Agreement, they relied solely upon their own judgment, belief and knowledge and the advice of their own independently selected legal counsel, and that they have not been influenced to any extent whatsoever in executing the same by any representations of statements not expressly contained or referred to in this Agreement.

16. In any action, proceeding or litigation related to, connected with or arising out of the enforcement of this Agreement, the prevailing party shall be entitled to reimbursement of his/its costs, including attorneys' fees, including any costs or fees incurred to establish an award or fees or an appeal, if any.

17. The representations, covenants and agreements of the Parties made in the Agreement shall remain operative and survive its execution and delivery.

18. This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal representatives, parents, subsidiaries, successors, and assigns.

19. This Agreement is and shall be deemed jointly drafted and written by all parties hereto, and shall not be construed or interpreted against any particular party as the drafter or author of it.

20. **EACH PARTY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION**

OR PROCEEDING (INCLUDING ANY COUNTERCLAIM) OF ANY TYPE IN WHICH ANY OF THE PARTIES ARE PARTIES AS TO ALL MATTERS ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT OR ANY DOCUMENT, INSTRUMENT OR AGREEMENT EXECUTED IN CONNECTION HEREWITH OR THEREWITH.

21. This Agreement shall be subject to and governed by the laws of the State of Florida. The Parties hereby consent that jurisdiction is proper in the State of Florida for any action arising out of, under or in connection with this Agreement, and that venue is proper exclusively in Miami-Dade County, Florida for any action arising out of this Agreement.

22. Except as modified herein, the Construction Contract shall remain in full force and effect including, without limitation, West's obligation to provide all Project close-out documentation such as (a) subcontractors' final waivers and releases of lien (b) West's final waiver and release of lien and final affidavit, all in accordance with the Construction Agreement and Florida law. In the event of any conflict between this Agreement and the Construction Contract, the terms of this Agreement shall control.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below their respective signatures.

DATED this ____ day of October, 2011.

WEST CONSTRUCTION, INC.

By: _____
Name: _____
Its: _____

TOWN OF SURFSIDE,
a Florida municipal corporation

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Town Clerk

Approved as to form and legal sufficiency:

By: _____
Town Attorney

DRAFT - # 573416 v2
10/7/11 2:20 PM

AGENDA ITEM 9 G

Interlocal Agreement with Florida International University Metropolitan Center to Implement a Residential Satisfaction Survey (RSS) and a Citizen's Academy-
Roger M. Carlton, Town Manager (October 11, 2011 Town Commission Meeting, Item 9 C) “**Reconsideration**” at Request of Commission Kopelman

Please note that Commissioner Kopelman is requesting reconsideration of ONLY Citizen's Academy Item



**Town of Surfside
Commission Communication**

Agenda Item #: 9G

Agenda Date: October 11, 2011

Subject: Interlocal Agreement with Florida International University Metropolitan Center to Implement a Residential Satisfaction Survey (RSS) and a Citizen's Academy

Background: The Florida Metropolitan Center has been actively engaged in cooperative efforts with South Florida local governments for many years. The Center combines the efforts of graduate research students in Public Administration with professional academic staff.

The Administration contacted the Metropolitan Center Director Dr. Howard Frank a few months ago (see Points of Light) to discuss how the Center could assist the Town with two needs. The first is a survey of Town residents regarding the quality of our services. Attachment 1 reflects their proposal to interview 400 residents (resulting in 95% confidence level) regarding numerous questions about our services and other concerns. The actual survey document will be presented to the Town Commission if an agreement is approved. The City of Doral is currently implementing a similar survey. The proposed \$13,000 cost has been reduced to \$11,000 after negotiation and the willingness of Florida International University to reduce its administrative cost burden required by central university administration on all programs. The study will be funded from small cost savings in the General and Enterprise funds.

The second proposal is to implement an eight week Citizen's Academy (Attach. 2). Metropolitan Center staff will support the Town's staff in the training sessions designed to energize approximately 15 residents to become more civically engaged. The subjects to be taught will be determined if the Town Commission approves the agreement with the Metropolitan Center. Examples could include Charter reform, land use, solid waste collection procedures, long term financial planning and the downtown visioning process. The final curriculum will be brought to the Town Commission for review.

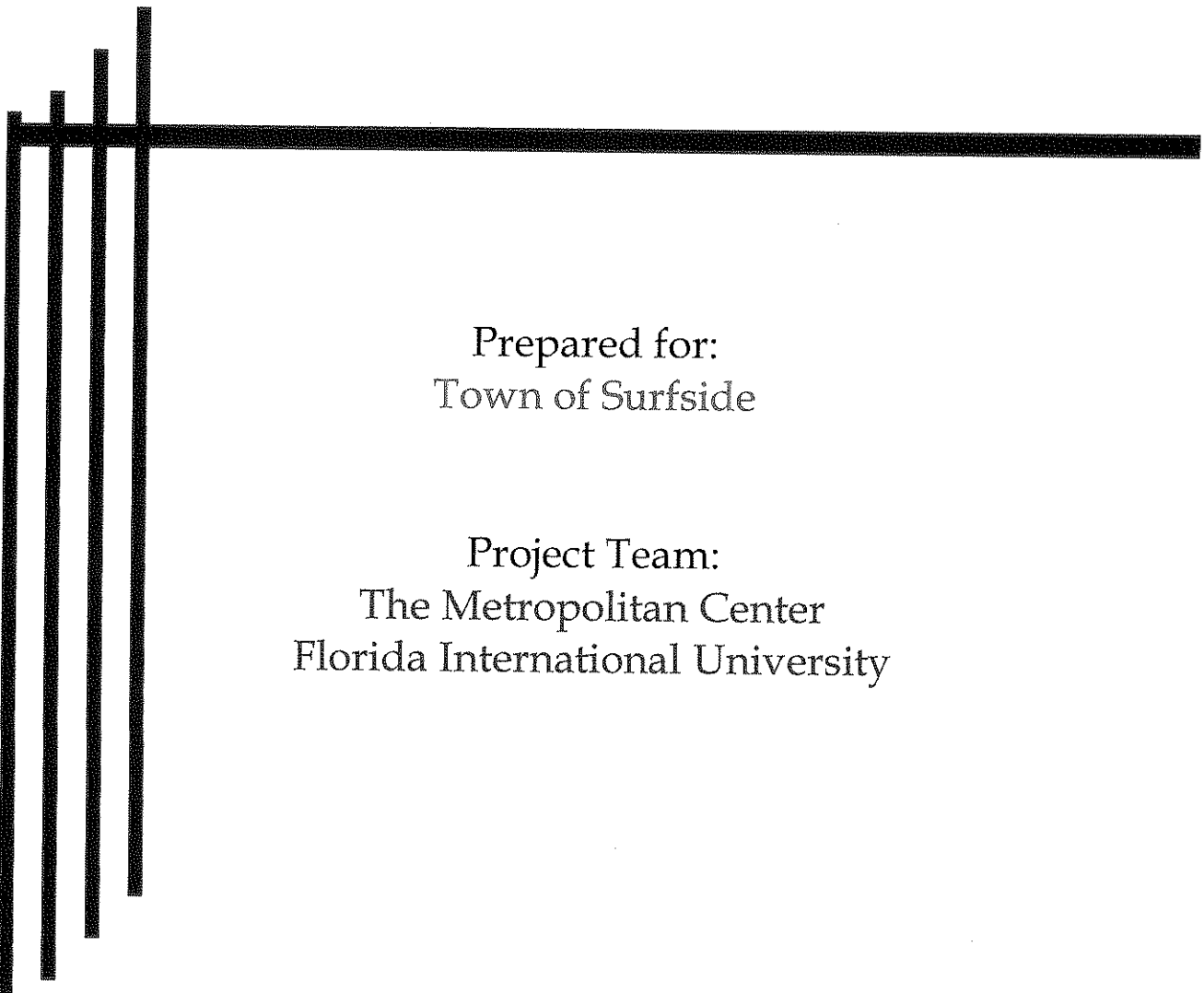
Given the challenges of finding residents for Boards and Committees and the need to continually bring new blood into the process, this opportunity is extremely reasonable at the \$5000 cost. The funds will be provided from small savings in the General and Enterprise funds.

Roger M. Carlton
Town Manager



Metropolitan
Center

Citizens' Academy

A decorative graphic consisting of four vertical lines of increasing height from left to right, and a single horizontal line that spans across the top of the text area, intersecting the vertical lines.

Prepared for:
Town of Surfside

Project Team:
The Metropolitan Center
Florida International University

ABOUT THE FIU METROPOLITAN CENTER

Established in 1997, the Florida International University Metropolitan Center is an urban think-tank and applied research center committed to providing reliable, accurate and timely information to local decision makers as they seek to forge solutions to urban problems. Located in Downtown Miami, the Metropolitan Center frequently partners with government agencies, private firms, and non-profit organizations to build avenues for positive growth. The center raises professionalism and competence in government through a variety of training modules. Workshops and seminars are tailored to meet clients' specific needs and have included such topics as human resources management, performance measurement, public financial management, strategic planning, and organizational design and development.

TRAINING DIVISION MISSION STATEMENT

The mission of the Metropolitan Center at Florida International University (FIU) is to promote good governance practices through training programs, technical assistance and applied research to state and local governments.

ABOUT THE FIU METROPOLITAN CENTER TRAINING DIVISION

The Metropolitan Center at FIU is a member of a consortium of universities and community colleges throughout the State of Florida that provides training, technical assistance, and applied research to state and local governments. Created by the state legislature in 1981, the FIU Metropolitan Center has played a role in policy research and improving management capacity within government, non-profit and community-based organizations. The Metropolitan Center (the Center) has produced critical studies for county and municipal governments regarding diverse topical policy issues such as incorporation, economic development and transportation. The Center's staff includes many outstanding trainers, and prominent community, university and government leaders.

SCOPE OF SERVICES

This training contract is being offered based upon the needs and requirements for delivery given to the Town of Surfside by the Metropolitan Center. The training will be held at facilities provided by the Town of Surfside. The Center will assign a facilitator or trainer with the background to teach the required subject matter for each session and will provide all the materials for the session.

Each training session shall have no more than twenty-five people attending to assure class interaction and class discussion. In scheduling, the training can be cancelled by either party with up to forty-eight hours notice and be rescheduled at no cost to either party. The only exception to this is in case of a natural disaster.

At the end of the training session, an evaluation sheet will be given to each student and collected for the purposes of evaluating the course, trainer, materials and facilities. The results will be tabulated and returned to the Town of Surfside.

This academy provides citizens with the opportunity to learn about the Town of Surfside' government and how its leaders impact the community. The academy is designed to be a two-hour program to be held once a week for eight weeks. The Metropolitan Center would provide course material for the Academy and make available an opening and closing presenter.

Citizen's Academy

"Knowledge of the Town, Charter, Boundary Charts, History, etc."

(7 sessions at 2 hours each)

What is a Citizens Academy?

The Academy is a learning forum intended to provide participants with insight on how city government works; promote open lines of communication between citizens and city staff; provide information on how citizens can easily utilize the services offered by city government; and provide a realistic and a clearer understanding of city government.

What is the purpose of the Academy?

The academy is designed to increase understanding between our citizens and the Town of Surfside services through education. Our intent is to acquaint citizens with an increased understanding of the tasks at the Town of Surfside which is dealt daily.

Who teaches the Academy sessions?

An FIU moderator for the first seven nights that will help give the perspective of national, state and local trends in the topics being discussed. The City will

provide an expert from the field to bring relevant information about Homestead to the program. This program is designed to be interactive and informative.

What subjects are included?

Week One - What is City Government: A university representative (Dr. Howard Frank) will discuss the differences in governmental authority between federal, state, county, and city. It will also go into the type of government the Town of Surfside has and differences in local models.

Week Two - The Manager - Council form of Government (Dr. Howard Frank). This module should involve the City Manager and at least one Councilperson to discuss their roles in the process.

Week Three - How Does the City Run?: The University will provide a moderator (Dr. Edward Murray). In this module an Assistant City Manager and the Budget Director should participate to explain the process of budgeting and what services are provided.

Week Four - Community Safety: A university moderator to be announced and the directors of the departments of Water and Power. Explain what these services are, why this City is unique in having them and why it is important to have them.

Week Five - Fire and Police Safety: A university moderator to be announced and the Police Chief or Department Spokesperson.

Week Six - Code Enforcement: A university moderator to be announced and the director of the code enforcement agency.

Week Seven -Engaging City Hall - Customer Services: A university moderator to be announced. Review what was accomplished and graduation.

When and where are the academy lessons?

The program is designed to be a two-hour (6:30 - 8:30pm) program held once a week for seven weeks at City Hall.

How are participants selected?

Our hope is that the Citizens Academy will reflect the broadest range of people within the community. We will include men and women, young and old, and representatives of all ethnic, cultural and civic groups.

This proposal encompasses the logistics and cost to facilitate the "Citizens' Academy" for the Town of Surfside.

The program is anticipated to be an eight-week program with the Metropolitan Center participating the first seven weeks of the program. The eighth week will be a tour arranged by the Town of Surfside.

The Center will provide a three-ring spiral notebook for each participant in the program and materials covering several of the topics. The Town of Surfside will provide information that is specific to the City, charter, boundary charts, history, etc. and relevant for each class topic. The Center will provide a moderator for the first seven nights that will help give the perspective of national, state and local trends in the topics being discussed. Some of the moderators from the Center will include Dr. Howard Frank, Dr. Edward Murray, Dr. Maria Ilcheva and Gay Lynn Williamson-Grigas. The City will provide an expert from the field to bring relevant information about Homestead to the program. This program is designed to be interactive and informative.

At the end of each training session, evaluations will be given to the students and collected by a member of the Center's staff. These evaluations will then be tabulated into a class evaluation form and submitted with the attendance sheet to the Town of Surfside.

The training program is specifically designed to meet the needs of Town of Surfside. Town of Surfside has the right to record and use the training program for employee orientation purposes. FIU/MC reserves the right to develop curriculum based upon the program developed for Town of Surfside and to market to other organizations. The Town of Surfside cannot market the training program to other organizations to compete against FIU/MC in this market. All training materials are property of the Metropolitan Center at Florida International University, protected by copyrights laws and are not to be reproduced for the organizations purposes.

KEY STAFF & BACKGROUND

Dr. Howard Frank is the Director of the Metropolitan Center and Professor of Public Administration at Florida International University. He has served in a number of administrative capacities at FIU since joining the faculty in 1988 including service as Director of FIU's Institute of Government. His Ph.D. is in Public Administration from the Florida State University.

Professor Frank has authored numerous research pieces related to performance measurement. He has also provided training in this area and conducted performance assessments for South Florida Workforce, the Miami-Dade Public Schools and the former Department of Health and Rehabilitative services in Tallahassee.

Professor Frank is currently the *Managing Editor of the Journal of Public Budgeting, Accounting, & Financial Management* and has also assessed Miami-Dade County's implementation of the Active-Strategy performance and budgeting system, also deployed in Miami Beach and Orange County.

Ned Murray, Ph.D., AICP. Dr. Murray is the Associate Director of the Metropolitan Center at Florida International University in Miami. Dr. Murray is a leading expert on economic and housing market issues in South Florida. He has authored many of the landmark affordable housing needs studies including the leading studies for Miami-Dade, Palm Beach, Broward and Monroe Counties. He was also the Principal Investigator on the Broward County Housing Linkage Fee Nexus Study and Rental Housing Study for Palm Beach and Martin Counties. Dr. Murray has recently completed and presented Housing Market Update and Municipal Scorecard studies for Palm Beach and Broward Counties and the South Florida Workforce Housing Needs Assessment. Dr. Murray developed the "Municipal Scorecard for Affordable Housing Delivery©" model which was used to evaluate affordable housing performance in Palm Beach and Broward Counties.

Dr. Murray also has over twenty years of professional urban planning experience, including 12 years as a former Director of Planning and Development in Massachusetts. He holds a Ph.D. in Urban and Regional Planning from the University of Massachusetts at Amherst. Dr. Murray has authored and presented numerous papers on economic development, affordable housing and urban planning, including articles published in *Economic Development Quarterly (EDQ)*, the *Economic Development Journal*, the *Journal*

of Public Affairs Education and the Council for Urban Economic Development's Commentary.

Dr. Maria Ilcheva is an experienced researcher and analyst specializing in the administration of surveys, polls and interviews, quality assurance, data analysis and reporting. She has participated in the research and analysis of studies on economic development, housing and homelessness, youth services assessment, health services, and hurricane preparedness. Her ongoing projects include the study on hurricane preparedness in Florida and the annual survey of top women executives in Florida. Dr. Ilcheva is also leading quality assurance projects, including the Miami International Airport vendor secret shops, secret shops of County departments for the Government Information Center and 311 Call Center evaluations. Ms. Ilcheva has completed her dissertation on ethnic politics.

Robert Meyers – Mr. Meyers has served as Executive Director for the Miami-Dade Commission on Ethics and Public Trust since June 1998. As Executive Director, he has spoken before several hundred groups, making presentations to business, government, professional and community-based organizations. Mr. Meyers has participated on many ethics panels and seminars organized by governments, chambers of commerce, bar associations and universities. He appears on local television and radio programs relating to government and ethics, and is frequently published in local newspapers.

Prior to his appointment as the Executive Director, Mr. Meyers taught law, government and ethics at two major universities. He has published articles on ethics in several prominent journals, including an article in an environmental law treatise on ethics and land use decisions.

He practiced law for two years in Florida, concentrating on administrative law and labor and employment law. He holds a Juris Doctor earned at the University of Miami, a Master's degree in Public Administration, which he received from Florida International University, and a Bachelor's degree from the University of Florida.

Gay Lynn Williamson-Grigas is one of the Trainers who will conduct the session. Gay Lynn is an enthusiastic and energetic corporate trainer who provides workshops on topics ranging from leadership and supervisory skills to communications and customer service. She is also a psychotherapist with a Masters degree in Psychology and is a member of the American Psychological Association since 1992. A commercially published author of three books, her most recent *Twelve Powers in You* is published by Health Communications, Inc.

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BUDGET

The total cost to the Town of Surfside will be \$5,000.00 for the seven weeks of participation from the Metropolitan Center. That amount will cover the stipends to the speakers, the notebooks and the materials to be provided for each section.

We are very excited about this venture and look forward to working with you on this program.

The proposed amount is based on facilitating this program onsite at the Town of Surfside.

If this contract is acceptable, please have the appropriate person sign for the Town of Surfside.

Roger M. Carlton
Town Manager
Town of Surfside

Jeanette K. Jacques
Jeanette K. Jacques
Training Coordinator
Metropolitan Center, FIU

TIMELINE

y

The schedule of programs will be later discussed upon agreement.

PROJECT CONTACT

Roger Carlton
Town Manager
Town of Surfside
Municipal Building
9293 Harding Avenue
Surfside, FL 33154
Officer: (305) 993-1052
Fax: (305) 993-5097
Email: rcarlton@townofsurfsidefl.gov

Jeanette K. Jacques
Training Coordinator
Metropolitan Center
Florida International University
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Code of Conduct

- Beepers and Cell phones must be turned off while in class.
- Any personal issues should be handled outside of the classroom.
- The facilitator(s) or trainer(s) is in charge of the classroom. Any problems should be communicated to him/her.
- The facilitator has the right to ask you to leave the classroom with legitimate reasons, which shall be given at time of expulsion.
- The Institute reserves the right to dismiss any student from the training session who does not comply with the student code of conduct.

PAST EXPERIENCE

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- Ann Storck Center
- Camillus House of South Florida
- Centro Campesino
- City of Coral Gables
- City of Coral Springs
- Town of Surfside
- City of Hialeah
- City of Homestead
- City of Key West
- City of Lauderdale
- City of Miami
- City of Miami Police Department
- City of Miramar
- City of Opa-Locka
- Town of Surfside
- City of Pembroke Pines
- City of South Miami
- City of Sweetwater
- City of Tamarac
- Greater Miami Convention and Visitors Bureau
- Miami-Dade County Housing Agency
- Miami-Dade County Transit
- Miami-Dade County Water & Sewer
- Juvenile Assessment Center
- Local Initiatives Support Corporation
- The Village of Key Biscayne
- The Village of Miami Shores
- The Village of Pinecrest
- Town of Cutler Bay
- Town of Palmetto Bay

Conferences -

Women's Executive Retreat
Florida Personnel Public Association (FPPA)
National Forum for Black Public Administration
Civil Rights Conference
Florida Women in Government
Dewey Knight for Public Services Conference
Martin Luther King, Jr. Breakfast