Town of Surfside
Town Commission Meeting
AGENDA
January 15, 2013
7 p.m.
Town Hall Commission Chambers - 9293 Harding Ave, 2nd Floor
Surfside, FL 33154

1. **Opening**
   - **A. Call to Order**
   - **B. Roll Call of Members**
   - **C. Pledge of Allegiance**
   - **D. Mayor and Commission Remarks –** Mayor Daniel Dietch
   - **E. Agenda and Order of Business** Additions, deletions and linkages
   - **F. Community Notes –** Mayor Daniel Dietch
   - **G. Present Commissioner Kligman with a Certificate of Completion from the Florida League of Cities for Completing the 2012 Advanced Institute for Elected Municipal Officials –** Mayor Daniel Dietch **Page 1-2**
   - **H. Special Presentation –** Mayor, Vice Mayor and Town Commissioners $1.00 Annual Salary – Roger M. Carlton, Town Manager
   - **I. Special Presentation to Bill Evans Public Works Director –** Roger M. Carlton, Town Manager

2. **Quasi-Judicial Hearings (None)**

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

All items on the consent agenda are considered routine or status reports by the Town Commission and will be approved by one motion. Any Commission member may request, during item 1E Agenda and Order of Business, that an item be removed from the Consent Agenda and discussed separately.

Recommended Motion: To approve all consent agenda items as presented below.

**** Denotes agenda items as "must haves" which means there will be significant impacts if the item is not addressed tonight. If these items have not been heard by 10 p.m., the order of the agenda will be changed to allow them to be heard.***

***A. Minutes** - December 11, 2012 – Regular Commission Meeting **Page 3-19**

B. Budget to Actual Summary as of October 31, 2012 – Donald Nelson, Finance Director **Page 20-21**

***C. Town Manager's Report (Points of Light)** – Roger M. Carlton, Town Manager **Page 22-39**

***D. Town Attorney's Report** – Lynn M. Dannheisser, Town Attorney **(Not Provided)**

- Reconfirmation of the January 24, 2013 Quasi-Judicial Hearing to Consider the Chateau Project.

***E. Projects Progress Report –** Calvin, Giordano and Associates, Inc. **Page 40-42**

F. Committee Reports – Roger M. Carlton, Town Manager ***(Note: Vice Mayor Karukin has requested that Committee minutes appear on the Consent Agenda. The most recent approved minutes have been included)*** **Page 43-46**

- November 5, 2012 Tourist Board Minutes

***G. Certification of Charter Amendments Election Results – November 6, 2012 –** Sandra Novoa, Town Clerk **Page 47-50**

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

***H. Retroactive Approval of Expenditure of Forfeiture Funds to Replace Electronic Control Devices –** Chief of Police David Allen **Page 51-55**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, RETROACTIVELY PROVIDING FOR THE FISCAL YEAR 2012/2013 POLICE CONFISCATION FUND EXPENDITURE IN THE AMOUNT OF $7,330.20 FROM THE FORFEITURE FUND TO PURCHASE SIX TASERS AND ACCESSORIES FOR THE POLICE DEPARTMENT; PROVIDING FOR AN EFFECTIVE DATE.

***I. Purchase of a Replacement Parking Enforcement Truck –** Chief of Police David Allen **Page 56-60**

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

J. Amendment to the Miami Dade County Prisoner Processing Project Contract – Chief David Allen **Page 61-103**

A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE ("TOWN"), FLORIDA AUTHORIZING THE TOWN MANAGER TO EXECUTE AMENDMENT #1 TO THE FY 2013 CONTRACT BETWEEN MIAMI-DADE COUNTY AND THE TOWN IN ORDER TO EXTEND THE MIAMI-DADE COUNTY ASSOCIATION OF CHIEFS OF POLICE (MDCACP) PRISONER PROCESSING PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

4. Ordinances

(Set for approximately _8:00_ p.m.) (Note: Good and Welfare must begin at 8:15)

A. Second Readings (Ordinances and Public Hearing)

***1. Building Frontage Ordinance –** Vice Mayor Michael Karukin **Page 104-111**

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

***2. Amending to Chapter 90 Planning & Zoning to Merge Function of DRB into P&Z Board Functions –** Lynn Dannheisser, Town Attorney **Page 112-121**

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

3. Amendment to Lobbyist Registration and Adoption of Forms – Lynn Dannheisser, Town Attorney **Page 122-132**

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

(Set for approximately 8:30 p.m.) (Note: Good and Welfare must begin at 8:15)

B. First Reading Ordinances

***1. Amendment to Short Term Rental Ordinance to Allow for Alternative Notice and Amendment to Paragraph References –** Lynn Dannheisser, Town Attorney **Page 133-137**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 "ZONING" AND SPECIFICALLY AMENDING SECTION 90-41.1 "SHORT TERM RENTAL OF SINGLE FAMILY DWELLINGS, TWO-FAMILY DWELLINGS, MULTI-FAMILY DWELLINGS AND TOWNHOUSES" OF THE TOWN OF SURFSIDE CODE OF ORDINANCES PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF

ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

5. Resolutions and Proclamations

(Set for approximately __8:45__ p.m.) (Note: Depends upon length of Good and Welfare)

***A. Sensible Gun Law Resolution –** Mayor Daniel Dietch **Page 138-161**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA ("TOWN") CALLING ON THE FEDERAL GOVERNMENT TO REDUCE GUN VIOLENCE IN AMERICA AND HELP PREVENT FUTURE MASS SHOOTINGS THROUGH PASSAGE OF: THE FIX GUN CHECKS ACT, WHICH WOULD REQUIRE A BACKGROUND CHECK FOR EVERY GUN SALE AND ENSURE THAT ALL CRIMINALS AND OTHER DANGEROUS PEOPLE WHO ARE PROHIBITED FROM BUYING A GUN ARE LISTED IN THE NATIONAL INSTANT CRIMINAL BACKGROUND CHECK SYSTEM; AS WELL AS LEGISLATION THAT WOULD KEEP MILITARY-STYLE WEAPONS AND HIGH-CAPACITY MAGAZINES OFF OUR STREETS, AND WOULD MAKE GUN TRAFFICKING A FEDERAL CRIME; PROVIDING FOR AN EFFECTIVE DATE.

***B. Business Improvement District Consultant Agreement –** Duncan Tavares, TEDACS Director **Page 162-270**

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

***C. Retroactively Approving Sidewalk Staining –** Bill Evans, Public Works Director **Page 271-275**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AN AFTER THE FACT AWARD OF BID IN THE AMOUNT OF $97,000 TO LYNX CONSTRUCTION LLC TO STAIN THE SIDEWALKS FROM 87TH STREET TO 96TH STREET ON BOTH EAST AND WEST SIDES OF COLLINS AVENUE FOR

CONTINUITY IN THE COLOR OF THE SIDEWALKS THROUGHOUT THE TOWN OF SURFSIDE; AND PROVIDING FOR AN EFFECTIVE DATE.

***D. Resolution in Support of the League of Women Voters of Florida –** Commissioner Joe Graubart **Page 276-280**

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

***E. Amendment to Settlement Agreement Between the Town of Surfside and Indian Creek Village –** Roger M. Carlton, Town Manager **Page 281-333**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA ("TOWN") APPROVING THE AMENDMENT TO THE SETTLEMENT AGREEMENT BETWEEN TOWN OF SURFSIDE AND INDIAN CREEK VILLAGE ("VILLAGE"), PROVIDING FOR AUTHORIZATION; PROVIDING FOR AN EFFECTIVE DATE.

***F. FDOT Sidewalk Lease Agreement –** Duncan Tavares, TEDACS Director **Page 334-388**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA REQUESTING THAT THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) GRANT THE TOWN A PUBLIC PURPOSE LEASE ON A1A/HARDING AVENUE FROM 93RD STREET TO 96TH STREET, WHERE THE TOWN PROPOSES TO ISSUE PERMITS FOR SIDEWALK CAFES; AUTHORIZING TOWN OFFICIALS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE TERMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

***G. Town Attorney –** Mayor Daniel Dietch **(TIME CERTAIN 9:00 P.M.) Page 389-407**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, TERMINATING THE EMPLOYMENT OF TOWN ATTORNEY LYNN M. DANNHEISSER PURSUANT TO SECTION 9.A. OF HER EMPLOYMENT AGREEMENT WITH THE TOWN; AUTHORIZING THE MAYOR TO ENTER INTO A SEPERATION AGREEMENT BETWEEN TOWN ATTORNEY LYNN M. DANNHEISSER AND THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Public comments for subjects or items not on the agenda. Public comment on agenda items will be allowed when agenda item is discussed by the Commission.

7. Town Manager and Town Attorney Reports

Town Manager and Town Attorney Reports have been moved to the Consent Agenda – Item 3.

All items on the Consent Agenda are considered routine or status reports by the Town Commission and will be approved by one motion. Any Commission member may request, during item 1E Agenda and Order of Business, that an item be removed from the consent agenda and discussed separately.

8. Unfinished Business and New Business

9. Mayor, Commission and Staff Communications

***A. Downtown Streetscape Master Plan –** Duncan Tavares, TEDACS Director **Page 408-421**

***B. Red Light Camera Legislative Urging –** Mayor Daniel Dietch **Page 422**

***C. Traffic Study (Please bring the Traffic Study book provided in December 2012)** – Roger M. Carlton, Town Manager **Page 423**

***D. FPL Undergrounding Status Report –Update -** Roger M. Carlton, Town Manager **Page 424-534**

E. Additional Deco Bike Rental Stations – Commissioner Joe Graubart **Page 535-620**

***F. Outdoor Exercise Equipment –** Commissioner Joe Graubart **Page 621**

***G. Re-appointment of Commissioner Kligman as the Miami Dade County League of Cities (MDCLC) Liaison (VERBAL) –** Roger M. Carlton, Town Manager

***H. FEMA Flood Insurance Program –** Commissioner Joe Graubart **Page 622-630**

I. Agenda Items Deadlines for Commission – Commissioner Joe Graubart **Page 631**

***J. Florida Constitutional Amendment 11 – Provides for Additional Tax Exemption from County and Municipality Taxes for Certain Qualified Seniors –** Roger M. Carlton, Town Manager **Page 632-636**

***K. Scholarship Program** – Commissioner Marta Olchyk/Duncan Tavares, TEDACS Director **Page 637-648**

***L. Additive Alternates to Utility Project – Decorative Street Signs**– Bill Evans, Public Works Director **Page 649-655**

***M. Adoption of Priorities for 2013 Florida Legislative Session** – Fausto Gomez, Town Lobbyist **(To be delivered under separate cover)**

***N. Bus Shelters –** Commissioner Marta Olchyk **Page 656-657**

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.

FLORIDA LEAGUE OF CITIES, INC.
301 South Bronough Street • Suite 300 • P.O. Box 1757 • Tallahassee, FL 32302-1757 • (850) 222-9684 • Fax (850) 222-3806 • www.floridaleagueofcities.com

November 26, 2012

The Honorable Michelle Kligman
Commissioner, Town of Surfside
9293 Harding Ave.
Surfside, FL 33154

Dear Commissioner Kligman:

On behalf of the John Scott Dailey Florida Institute of Government and the Florida League of Cities, I am pleased to award this certificate to you for the completion of the Advanced Institute for Elected Municipal Officials held October 26-27, 2012 in Cocoa Beach, Florida.

We hope that you found the program challenging and worthwhile. We encourage you to take advantage of other training opportunities through the FLC University and the Institute of Government.

We strongly believe that your attendance at the Advanced Institute is indicative of your continued commitment to improving the quality of municipal government in Florida. If we may be of assistance in the future, please do not hesitate to call upon us.

We hope to see you at future FLC and IOG events!

Sincerely,

Lynn S. Tipton

Lynn S. Tipton
Director of Membership Development

Enclosure

President **Manny Maroño,** Mayor, Sweetwater
First Vice President **P.C. Wu,** Councilman, Pensacola • Second Vice President **Lori C. Moseley,** Mayor, Miramar
Executive Director **Michael Sittig** • General Counsel **Harry Morrison, Jr.**

Advanced Institute
for Elected Municipal Officials

Certificate of Completion

October 26-27, 2012 • Cocoa Beach, Florida

Awarded to

Commissioner Michelle Kligman

Town of Surfside

Sponsored by

Executive Director
Florida League of Cities

Executive Director
Florida Institute of Government

Town of Surfside
Town Commission Meeting
MINUTES
December 11, 2012
7 p.m.
Town Hall Commission Chambers - 9293 Harding Ave, 2nd Floor
Surfside, FL 33154

1. **Opening**

   A. Call to Order
   Mayor Dietch called the meeting to order at 7:02 P.M.

   B. Roll Call of Members
   Town Clerk Sandra Novoa called the roll with the following members present: Mayor Dietch, Vice Mayor Karukin, Commissioner Olchyk, Commissioner Kligman and Commissioner Graubart.

   C. Pledge of Allegiance
   Chief of Police David Allen led the Pledge of Allegiance

   D. Mayor and Commission Remarks – Mayor Daniel Dietch
   Commissioner Graubart spoke about the water and sewer project and Grand Beach Hotel, Surf Club construction project, the Shul expansion project and the demolition of the Best Western Hotel and many more. He expressed that the Commission at times has become overwhelmed and fatigued. He stated that the Town is moving at a very rapid pace and that it should slow down.
   Commissioner Olchyk read the article that she wrote to the Miami Herald regarding the bus shelters.
   Commissioner Kligman congratulated Town Clerk Sandra Novoa for being sworn in as the 2012-2013 President of the Miami Dade County Clerk's Association.
   She spoke about the burglaries in the Town and asked Chief David Allen to provide a brief update on what the Police Department is doing. Chief of Police David Allen stated that the Town has had 10 burglaries since September 2012 with the last one occurring on November 29, 2012. He provided the Town Commission with an update on many activities underway to contain this problem.
   Vice Mayor Karukin announced that he graduated from the Good Government Initiative at the University of Miami. He stated that it was a very rewarding experience.
   Mayor Dietch spoke about services that the Police Department offers to the Town residents and businesses.
   Mayor Dietch thanked the Town Staff for everything they do. He stated that it was another year of progress and that he has received very good feedback from the residents.
   Mayor Dietch thanked retiring Building Official Paul Gioia for his time and dedication to the Town.

E. Agenda and Order of Business Additions, deletions and linkages
Commissioner Kligman made a motion to defer item 9H. The motion received a second from Vice Mayor Karukin. The motion passed 4-1 with Mayor Dietch voting in opposition.
Commissioner Kligman requested to move the Points of Light to the end of the agenda and to have Item 9G to be discussed at an earlier time.
Commissioner Graubart requested to pull the Budget to Actual and the Projects Progress Report from the Consent Agenda.
Town Manager Roger M. Carlton pulled item 3E from the Consent Agenda for discussion.

F. Community Notes – Mayor Daniel Dietch
Commissioner Graubart announced certain Community events.

2. Quasi-Judicial Hearings (None)

3. Consent Agenda ***(Set for approximately 7:30 p.m.)***
Commissioner Kligman made a motion to approve the Consent Agenda minus pulled items 3B, 3E and 3F. The motion received a second from Vice Mayor Karukin and all voted in favor.

***A. Minutes** - November 13, 2012 – Regular Commission Meeting

B. Budget to Actual Summary as of September 30, 2012 – Donald Nelson, Finance Director
Commissioner Graubart asked about the General Fund revenues on the Budget to Actual Summary. Town Manager Roger M. Carlton provided an explanation and congratulated staff because the Town has $5,349,497 in the General Fund reserve account as of September 30, 2012.
Vice Mayor Karukin congratulated the Town Manager for a well job done in regards to the Town funds.

***C. Town Manager's Report (Points of Light)** – Roger M. Carlton, Town Manager
Deferred

***D. Town Attorney's Report** – Lynn M. Dannheisser, Town Attorney **(Item Deferred by Town Attorney Lynn Dannheisser)**

***E. Schedule Special Commission Meeting for Chateau Project (Verbal) –** Roger M. Carlton, Town Manager
The Administration is recommending having the Chateau Project Quasi-Judicial Hearing on Thursday, January 24, 2013. The Planning and Zoning Board made two minor amendments and added a new condition to the project that relates to access to the hardpack.
Commissioner Graubart asked the Town Attorney the reasons why she recommended deferral of the item during the Planning and Zoning Board meeting. Interim Town Attorney Miriam Maer stated that the reasons she recommended deferral that night and tonight as well was because certain issues were not resolved to her satisfaction. A disclosure of Interest Statement is needed to protect the

members of the Town Commission from ethical violations, secure a perpetual non revocable access to the hardpack, there are issues regarding title such as the private ownership of the Beach which was alleged but not substantiated by applicant's counsel, there are discrepancies on the legal description in the deed, the survey and the plans and the last one were general issues as to the completeness and accuracy of the plans when compared to the code requirements.

Miriam Maer stated that she may not be able to resolve the issues before the January 24, 2013 meeting since she is committed for the rest of December and in early January.

Town Manager Roger M. Carlton stated that if the Legal Department needs assistance to complete this item, they could use their budget to hire outside counsel to assist them during this process. He also stated that these same arguments had been made at the Planning and Zoning Board and that group decided to go forward and unanimously recommend the project with additional conditions to address Ms. Maer's concerns.

Eduardo Klinger representing the Chateau project spoke about the need to schedule the meeting on January 24, 2013 as recommended by the Administration. Mayor Dietch made a motion to schedule the Quasi-Judicial hearing for Thursday, January 24, 2013 at 7:00p.m. The motion died for lack of second.

Mayor Dietch made a motion to schedule the Quasi-Judicial meeting for Thursday, January 24, 2013 at 7:00p.m. The motion died for lack of second.

Neisen Kasdin, representing Chateau Ocean spoke on the item and requested the Town Commission to schedule the Quasi-Judicial hearing for January 24, 2013.

Interim Town Attorney Miriam Maer recommended the Mayor and the Town Commission to limit the discussion to the scheduling of the meeting and not to discuss any issues pertaining to the project in question.

Commissioner Kligman stated that she does not feel comfortable being pushed to schedule a meeting when the Legal Department has not resolved all issues regarding this project.

Neisen Kasdin stated that there are no open issues which cannot be resolved prior to January 24, 2013. Mayor Dietch asked the Interim Town Attorney to read the issues into the record one more time since Counsel was not present when they were originally read.

Town Manager Roger M. Carlton asked the Interim Town Attorney if she would be able to meet before the end of the year and attempt to resolve these issues. Interim Town Attorney Miriam Maer stated that she could meet one time before the 21st of December and after that she will be unavailable.

Town Manager Roger M. Carlton asked that based on that meeting commitment with the Legal Department, Town Manager and the Chateau representatives, the Town Commission schedule a tentative public hearing for January 24, 2013. If after the meeting before the 21st of December there are outstanding issues, they will be informed during the January 15, 2013 Regular Town Commission meeting where they could defer the Quasi-Judicial meeting.

After much discussion Mayor Dietch made a motion to schedule the Quasi-Judicial Special Town Commission meeting for January 24, 2013 subject to a meeting no later than December 21, 2012 to resolve the outstanding issues. Vice Mayor Karukin seconded the motion. Commissioner Kligman made a friendly amendment

that those items are resolved to the satisfaction of the Town's Legal Department. Mayor Dietch and Vice Mayor Karukin accepted the friendly amendment and all voted in favor.

Commissioner Graubart made a motion to postpone good and welfare till 9:00 p.m. Commissioner Olchyk seconded the motion and all voted in favor.

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

Commissioner Graubart asked for an update regarding Starbucks. Town Manager Roger M. Carlton reported that Starbuck was very close to signing a lease close to the CVS Pharmacy. They presented the project to the Planning and Zoning Board preliminarily and received some feedback.

Commissioner Graubart asked about the old force main. Public Works Director Bill Evans provided a brief explanation and suggested that it would probably be condemned.

Commissioner Graubart asked about the Emergency Management update. Chris Giordano explained that after two weeks he will be able to have a draft for review and comments and after that process, staff will be trained and the Town Commission will be given an updated plan.

G. Committee Reports – Roger M. Carlton, Town Manager ***(Note: Vice Mayor Karukin has requested that Committee minutes appear on the Consent Agenda. The most recent approved minutes have been included)***

- October 17, 2012 Tourist Board Meeting Minutes
- June 25, 2012 Downtown Vision Advisory Committee Minutes
- November 14, 2012 Special Pension Board Meeting Minutes
- November 15, 2012 Special Pension Board Meeting Minutes
- September 27, 2012 Planning and Zoning Board Minutes

4. Ordinances

(Set for approximately _7:20_ p.m.) (Note: Good and Welfare must begin at 8:15)

A. Second Readings (Ordinances and Public Hearing)

***1. Building Frontage Ordinance –** Vice Mayor Michael Karukin

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

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

Item deferred

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

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

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

Item deferred

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

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

Town Clerk Sandra Novoa read the title of the ordinance.

Vice Mayor Karukin made a motion to approve. The motion received a second from Commissioner Olchyk.

Mayor opened the public hearing. No one wishing to speak, Mayor Dietch closed the public meeting

The motion passed unanimously.

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

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 42 AND SPECIFICALLY SECTION 42-41 "DEFINITIONS"; SECTION 42-76 "PERMIT PROCEDURES"; SECTION 42-77 "DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR"; SECTION 42-91 "GENERAL STANDARDS"; SECTION 42-92 "SPECIFIC STANDARDS" INCLUDING RE-INSERTION OF SUBPARAGRAPH (6) RELATING TO THE CCCL; AND SECTION 42-95 COASTAL HIGH HAZARD AREAS (V-ZONES) OF THE TOWN OF SURFSIDE CODE OF ORDINANCES PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE

Town Clerk Sandra Novoa read the title of the ordinance.

Town Manager, Roger M. Carlton presented the item to the Town Commission.

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

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

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

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

Item deferred

(Set for approximately __7:50__ p.m.) (Note: Good and Welfare must begin at 8:15)

B. First Reading Ordinances

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

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 "ZONING" AND SPECIFICALLY AMENDING SECTION 90-41.1 "SHORT TERM RENTAL OF SINGLE FAMILY DWELLINGS, TWO-FAMILY DWELLINGS, MULTI-FAMILY DWELLINGS AND TOWNHOUSES" OF THE TOWN OF SURFSIDE CODE OF ORDINANCES PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Item deferred.

5. Resolutions and Proclamations

(Set for approximately __8:30__ p.m.) (Note: Depends upon length of Good and Welfare)

A. Tourism Five Year Strategic Plan Consultant –** Duncan Tavares, TEDACS Director **(TIME CERTAIN 8:30 P.M.)** ***ITEM 5A LINKED TO ITEM 5C

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE FIVE YEAR TOURISM STRATEGIC PLAN AGREEMENT WITH CJF MARKETING INTERNATIONAL AND REDEVELOPMENT MANAGEMENT ASSOCIATES, INC.; AUTHORIZING THE TOWN MANAGER TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE TOWN MAYOR TO EXECUTE THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

Duncan Tavares, TEDACS Director presented the item.

Commissioner Graubart made a motion for discussion purposes. The motion received a second from Vice Mayor Karukin.

Commissioner Olchyk had a question regarding the expenditures above $60,000. Duncan Tavares, TEDACS Director stated that any increase will have to go to the Tourist Board for approval.

Commissioner Kligman stated that the agreement is not specific that expenditures over $60,000 will come back to the Tourist Board and what it says is that any additional outside work must be approved by the Town and that the Town is not necessarily the Tourist Board.

Interim Town Attorney Miriam Maer advised the Town Commission that on page 158 the Town is in fact the Town of Surfside.

Mayor Dietch stated that the Phase I was supposed to start in December but he would like to delay the timing by a month on the entire project.

Commissioner Kligman made a motion to approve with two amendments that any additional expenditure up to $6,000 must be approved by the Tourist Board and over $6,000 will have to be approved by the Town Commission and the project would start in January 2013. Vice Mayor Karukin seconded the motion and all voted in favor.

***B. Certification of Charter Amendments Election Results – November 6, 2012 –** Sandra Novoa, Town Clerk

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

C. Business Improvement District Consultant Agreement –** Duncan Tavares, TEDACS Director ***ITEM 5C LINKED TO ITEM 5A

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

***D. Expenditure of Forfeiture Funds to Replace Electronic Control Devices –** Chief of Police David Allen

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

***E. Purchase of a Replacement Parking Enforcement Truck –** Chief of Police David Allen

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE PURCHASE OF A PARKING ENFORCEMENT TRUCK FROM THE MUNICIPAL PARKING FUND FOR

$18,042 BUDGETED UNDER MUNICIPAL PARKING FUND ACCOUNT #402-9500-545-6410 FOR FY 2012/2013; PROVIDING FOR AN EFFECTIVE DATE.
Item deferred

F. Resolution in Support of the League of Women Voters of Florida – Commissioner Joe Graubart

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

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

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA ("TOWN") APPROVING THE AMENDMENT TO THE SETTLEMENT AGREEMENT BETWEEN TOWN OF SURFSIDE AND INDIAN CREEK VILLAGE ("VILLAGE"), PROVIDING FOR AUTHORIZATION; PROVIDING FOR AN EFFECTIVE DATE.
Item deferred

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.

Commissioner Graubart made a motion to delayed Good and Welfare till 9:00 pm. The motion received a second from Commissioner Olchyk and all voted in favor.

Terry Cohen spoke about issues with Code Enforcement and her neighbors on both sides of her property. She complained about her neighbor's wind chimes, flag pole and other matters. Code Compliance Director Joe Damien spoke on the item and explained a number of enforcement activities are already underway.
Barbara McLaughlin spoke about the various committees and encouraged everyone to volunteer for the different committees. She also spoke about the Town's toy drive.

7. Town Manager and Town Attorney Reports
Town Manager and Town Attorney Reports have been moved to the Consent Agenda – Item 3.
All items on the Consent Agenda are considered routine or status reports by the Town Commission and will be approved by one motion. Any Commission member may request, during item 1E Agenda and Order of Business, that an item be removed from the consent agenda and discussed separately.

8. Unfinished Business and New Business

9. Mayor, Commission and Staff Communications

***A. Town Manager Recruitment Decision Tree–** Roger M. Carlton, Town Manager

Town Manager Roger M. Carlton presented the item and presented the Town Commission with each recommended step of the recruitment process.

Job Description: Vice Mayor Karukin stated that he cross referenced everything with the Town Charter and everything checks out. He commented that on item 7 he would like to cross out the first sentence.

Town Manager Roger M. Carlton stated that it should be two separate items.

Vice Mayor Karukin mentioned that on item 10 the Town may want to be more neutral when it comes to supporting or not supporting the renovation of downtown. Mayor Dietch suggested using "economic development or community development".

Commissioner Graubart mentioned that the Town should be prepared and have a date that if the Town has not completed the search, they could get assistance from an executive recruiter. Commissioner Olchyk mentioned that they had agreed to 90 days.

Town Manager Roger M. Carlton reminded the Commission that 90 days put them in the month of March 2013 and that he is retiring effective April 26, 2013.

Mayor Dietch spoke on the second item under the Minimum Qualifications and it was his opinion that mentorship is very important. He added that the capability that the Department Heads have developed during the last two years is extraordinary and he thinks that the ability to mentor is a critical function of the job. Vice Mayor Karukin suggested the item to read as follows "Ability to delegate authority, responsibility and to mentor Subordinate Department Heads…"

Mayor Dietch wanted a correction to be made on the third line of the second page, change the word "mayor" to "major".

Vice Mayor Karukin made a correction on the description of Surfside on page 416. He stated that Table 1 is not correct; he suggested changing the title to read "Housing Structures" instead of "Single Family Homes".

Mayor Dietch would like to add "Any increase to high density intensity must go to a vote of the community" under the history section, second paragraph, page 416.

Vice Mayor Karukin would like to remove the word "even" from the same paragraph and star the sentence with "With this limitations…"

Town Manager Roger M. Carlton stated that the Administration is suggesting a salary range between $140,000 and $180,000. Commissioner Olchyk was not in agreement to go as high as $180,000. She would like to top it at $160,000.

Commissioner Graubart asked how much the fringe benefits are. Town Manager Roger M. Carlton stated that more or less 30% in total cost but it all depends if the candidate is enrolled in ICMA, if they want health benefits etc.

Commissioner Kligman agreed with the range and made a motion to leave it at the range of $140,000 - $180,000. Vice Mayor Karukin seconded the motion. The motion passed 4-1 with Commissioner Olchyk voting in opposition.

Town Manager Roger M. Carlton presented the different media that the Town will use to advertise.
Commissioner Kligman asked when the advertisement would begin. The Town Manager responded that the Administration will begin as soon as tomorrow.
Commissioner Kligman asked the Town Manager to find out how much it will cost to advertise, if available, more than twice a month in the Florida League of Cities.
Mayor Dietch recommended advertising with the Florida Bar Association as well as the Florida Trend magazine. Town Manager Roger M. Carlton agreed to look into it.
Vice Mayor Karukin suggested cutting out The Florida Times Union. Town Manager Roger M. Carlton stated that the newspaper is a very good advertisement vehicle for all North Florida and will be able to get the Town some good candidates from that region and he does not recommend removal. Vice Mayor Karukin agreed.
Mayor Dietch recommended looking into the Orlando paper. A role call resulted in a 4-1 vote with Commissioner Olchyk in opposition to adding the Orlando paper.

Town Manager Roger M. Carlton asked about a committee to review resumes.
Town Manager Roger M. Carlton explained that it could be a committee including residents and staff; they will go through all resumes and develop a short list for the Town Commission to review. He mentioned that the committee will have to meet in the public.
Commissioner Kligman would like to review all of the resumes because it is the most important decision that a Commissioner could make. It is her opinion that a head hunter usually does not know the Town and its idiosyncrasies.
Commissioner Olchyk would like to have a citizens committee and she would participate as well. Town Manager Roger M. Carlton asked Miriam Maer, Interim Town Attorney, the rules for having more than one Commissioner on a committee. Interim Town Attorney Miriam Maer stated that there will be noticing and advertisement issues which may slow the process down.

Vice Mayor Karukin made a motion to extend the meeting another 30 minutes. Commissioner Kligman seconded the motion and all voted in favor.

Commissioner Kligman suggested that if they wish to consider a citizens committee it should be determined later in the process.
Town Manager Roger M. Carlton asked if they are comfortable with Human Resources Director Yamileth Slate-McCloud providing them with a short list. He added that if any of the members wish to look at all of the resumes and add any to the short list they are welcome to do so once the short list is presented. Everyone agreed to this process.
Mayor Dietch suggested that the Town Manager and the Town Attorney be involved in the process of selecting the short list as well. Commissioner Olchyk disagreed with the Mayor. She feels that the Town Manager would not select anyone that is completely opposite to him and he would choose someone with his same philosophy and she feels it will be a continuation of him.

Town Manager Roger M. Carlton stated that he was offended by Commissioner Olchyk's comment and that he will help this Town because the Commission has assigned it to him and he will recommend the best person possible whether he/she has

his same philosophy or not. He reminded Commissioner Olchyk that he recommended an executive recruiter and that recommendation had been denied.
Vice Mayor Karukin liked the Mayor's suggestion.
Commissioner Kligman stated that Yamileth Slate-McCloud reports to the Manager and that she would not do anything without talking to the Manager and that he will be involved no matter what.
Commissioner Graubart stated that he would like the Manager to find someone in the middle of the spectrum between him and former Manager Gary Word.
The consensus of the Commission was for the Town Manager to be involved in the process.

Town Manager Roger M. Carlton asked the Town Commission if they would like the Town's Human Resources Director to work on the uniform set of questions for the short list of qualified candidates. Commissioner Kligman and Commissioner Graubart responded that they would like to see the questions before finalization. Town Manager Roger M. Carlton stated that they would put them together for their review.

Commissioner Graubart stated that he does not wish the Mayor to supervise the process. The consensus was that the Manager and the Human Resources Director will be supervising the process.

The Town Commission expressed that they don't have a minimum/maximum number of candidates to interview.

The Town Commission agreed to reimburse travel expenses to the applicants that are from out of town and are invited to be interviewed. Estimated cost $2,000.

The Town Commission agreed to interview the finalists individually in a round robin manner. After the individual interviews were complete, the Town Commission would convene and rank the applicants.

Town Manager Roger M. Carlton stated that they need to appoint someone from the Town Commission to lead the negotiations once the candidates are ranked. He explained that in his case it was done by Town Attorney Lynn Dannheisser, the Mayor and outside counsel.
Vice Mayor Karukin made a motion for this process to be handled in the same manner.
Commissioner Graubart made a friendly amendment to use the current Town Manager's contract as a guide and base the new one on the current one. Commissioner Olchyk was in opposition to that process.
Vice Mayor Karukin stated that the Mayor should negotiate the contract with the Town Attorney and the Town Manager's assistance and once the contract is in front of the Commission for approval they could make amendments if they wish.

Town Manager Roger M. Carlton requested a collective vote on everything discussed in reference to the Town Manager's recruitment process.

Commissioner Kligman made a motion to approve the package and move forward. The motion received a second from Vice Mayor Karukin and all voted in favor.

Vice Mayor Karukin made a motion to defer the items not discussed during this meeting to the January 15, 2013 Regular Town Commission meeting. The motion received a second from Commissioner Olchyk. The motion passed 4-1 with Commissioner Graubart in opposition.

B. Florida Department of Transportation Urging – Mayor Daniel Dietch
Item deferred

***C. Traffic Study** – Roger M. Carlton, Town Manager
Item deferred

***D. Free Parking the Night of the Food Truck Event – Thursday, December 27, 2012 (5:00p.m. – 10:00p.m.) –** Commissioner Joe Graubart
Item deferred

E. Additional Deco Bike Rental Stations – Commissioner Joe Graubart
Item deferred

***F. FPL Undergrounding Status Report –** Roger M. Carlton, Town Manager (Will be delivered on Monday, December 10, 2012 under separate cover) **(TIME CERTAIN 8:00 P.M.)**

Town Manager Roger M. Carlton presented the item.

Vice Mayor Karukin expressed his concerns and would like the Florida Power and Light representatives to address them and include them in the Informational Campaign.

Bill Evans Public Works Director addressed the Town Commission and introduced Florida Power and Light representatives. He explained that the Town has a proposal from FPL ready to go and that Florida Power and Light has met their commitment to the Town for delivering plans and a firm cost proposal. If a decision is made by the Commission to move forward, the Town could have a contract ready to go out for the different disciplines needed to implement this project. There will be a team of electricians needed to do the household and business connections, a team of pre-approved contractors and a team of general contractors. His anticipation will be that this project could take between twelve and sixteen months to complete.

John Lehr, Florida Power and Light representative, spoke on the project and explained that at one point there will be two systems operating at the same time, the overhead and the underground. The project with be turned over by zones and then the poles will be removed.

Florida Power and Light representatives answered questions posted by Vice Mayor Karukin. The Mayor asked for a showing of hands for support for the project. Approximately 10 people raised their hands.

Eliana Salzhauer spoke in favor of the item.

Ken Arnold spoke in favor of the item.

Mark Slatko spoke in favor of the item.

No one spoke in opposition.

Commissioner Kligman made a motion to proceed with five public information meetings and requested the Town Manager to include in the public how the Town will finance the project and how the Town will be obligated. Mayor Daniel Dietch requested that Frequently Asked Questions (FAQ's) be prepared as soon as possible. The motion received a second from Vice Mayor Karukin and all voted in favor.

***G. Setting Priorities to Give Direction to the Town Manager and Town Attorney –** Roger M. Carlton, Town Manager

Commissioner Olchyk spoke about the special meeting to discuss the priorities setting and was canceled by the Town Manager per the Vice Mayor's request.

Vice Mayor Karukin addressed the Commission and explained that the he did not have the time to prepare the documentation necessary for the Special Meeting agenda. He explained that the Town's Code Section 2.203 which establishes the rules for scheduling regular and Special Meetings but the Code is silent when it comes to the cancellation of Special Meetings. He stated that he had taken the Town Attorney's advice to rescind the request and since it was last week and way beyond the 24 hours required to schedule a special meeting he asked for the meeting to be reinstated. After that the last thing he heard was that the meeting was still cancelled. Vice Mayor Karukin stated that this should be clarified in the Town's Code and that he had asked the Town Clerk to make a parliamentary determination about the proper way to cancel a Special Meeting.

Town Manager Roger M. Carlton added that the Town Clerk is not the Town's parliamentarian and that the Town Attorney is. The request placed the Town Clerk in a difficult position and he wanted to clarify her responsibility. He also spoke about the agenda deadline that the Town was under when the documents were requested from Vice Mayor Karukin to complete the special meeting agenda. He said that he made the decision based on the Vice Mayor's request to cancel and that he would take full responsibility for the decision made. He also mentioned that the item had been placed on the Regular Agenda so it was still possible to have this discussion.

Mayor Dietch spoke about the submission of an Agenda item without proper back up and that he did not think it was appropriate to participate in a discussion that was not properly backed up and he did not think it was fair for him or his colleagues. That was why he sent a note to the Town Clerk that was distributed to the rest of the Commissioners.

Vice Mayor Karukin stated that he was shocked and dismayed to see how a simple request to cancel a meeting was met with such a reaction.

Commissioner Kligman stated that there is a bigger problem and that all Commissioners are not treated equally. She expressed concern that the Town Manager does not provide support to all Town Commissioners equally and provides greater support to the Mayor.

Commissioner Kligman stated that she wanted to discuss the priorities because the Town Manager is retiring in four months and they have a lot of items in the works and they have to reach a consensus as a body as to what the priorities should be.

Town Manager Roger M. Carlton spoke about the process to establish the agenda and stated that the Mayor has no involvement in such process.

Commissioner Olchyk mentioned the incident when she was absent from a meeting and requested an item to be deferred and the request was not granted.

Town Manager Roger M. Carlton stated that if the Commission is so dissatisfied with his administration of the Town, they should call for a vote, give him the notice under his contract and "put him out of his misery". He said that he is not going to finish his four remaining months after killing himself for the Town and all his staff doing the same thing with this type of negative environment.
Commissioner Graubart stated that the Mayor is equal and at times he has felt that the rest of them fly in an economy class and that he feels that as Commissioner Kligman said the agenda is set by the Mayor and the Manager and they move forward on that.
Vice Mayor Karukin stated that no one can deny the effectiveness of the Town Manager. The problem is not so much the leadership style because it is overwhelmingly positive and things get done. The problem is that he has five bosses and the list of priorities reflects that. He stated that he would like to redirect the discussion to setting the priorities and to figure out within the four months that the Manager has left what they wish for him to focus on.

Vice Mayor Karukin made a motion to extend the meeting for an hour. The motion received a second from Commissioner Olchyk and all voted in favor.

Commissioner Kligman's level one priorities:

- Complete the water/sewer/storm drainage project
- Go/No Go decision on underground power lines and related utilities
- Go/No Go decision on the parking structures
- Decision on the Downtown Business Improvement District
- Decision on the Community Center second story
- Recruitment of new Town Manager
- FEMA flood insurance discount
- Complete bus shelters

Commissioner Graubart's level one priorities:

- Decision on the Community Center second story
- Reassess the Zoning Code
- Recruitment of new Town Manager
- Slow things down

Vice Mayor Karukin's level one priorities:

- Complete the water/sewer/storm drainage project
- Recruitment of new Town Manager
- FEMA flood insurance discount
- Beach restoration
- Reassess the Zoning Code – Planning and Zoning Board strategies to limit large massive structures.
- Online bill pay

Commissioner Olchyk's level one priorities:

- Decision on the Community Center second story
- Recruitment of new Town Manager and she wants to be involved in the recruitment
- FEMA flood insurance discount
- Install bus shelters
- Beach restoration
- Continue to beautify Surfside's physical appearance
- Sewall replacement

Mayor Dietch's level one priorities:

Aside from what everyone else mentioned.

- Update the Five Year Financial Plan
- The sewer main north

Mayor Dietch would like items to be separated by groups/departments.
Vice Mayor Karukin was convinced by the Mayor on the sewer main north and he would like to add it to his list

The Town Manager stated that he would prepare a combined list organized as requested by the Mayor.

***H. Town Attorney Performance Evaluation –** Mayor Daniel Dietch **(TIME CERTAIN 9:00 P.M.)**
Item deferred

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

Accepted this _____day of _____, 2013

_____
Daniel Dietch, Mayor

Attest:

_____
Sandra Novoa, CMC
Town Clerk

TOWN OF SURFSIDE, FLORIDA
MONTHLY BUDGET TO ACTUAL SUMMARY
FISCAL YEAR 2012/2013
As of OCTOBER 31, 2012
8% OF YEAR EXPIRED (BENCHMARK)

Agenda Item # Page 1 of 2

Agenda Date: JANUARY 15, 2013

GOVERNMENTAL FUNDS	ACTUAL		ANNUAL BUDGETED	% BUDGET	
GENERAL FUND					
REVENUE	-$71,332	*	$10,225,227	-1%	
EXPENDITURES	$1,026,504		$10,225,227	10%	
Net Change in Fund Balance	-$1,097,835				
Fund Bal.-Beg. of FY(unaudited assigned+unassigned)	$5,349,497	A			
Fund Balance-October 31, 2012	$4,251,662				
RESORT TAX (TEDAC SHARE)					
REVENUE	$212	*	$230,811	0%	B
EXPENDITURES	$11,520		$230,811	5%	
Net Change in Fund Balance	($11,308)				
Fund Balance-Beg. of Fiscal Year (unaudited)	$173,018				
Fund Balance-October 31, 2012	$161,710				
POLICE FORFEITURE/CONFISCATION					
REVENUE	$1		$162,490	0%	C
EXPENDITURES	$1,813		$162,490	1%	
Net Change in Fund Balance	(1,812)				
Fund Balance-Beg. of Fiscal Year (unaudited)	$122,312				
Fund Balance-October 31, 2012	$120,500				
TRANSPORTATION SURTAX					
REVENUE	-$28,304	*	$185,830	-15%	D
EXPENDITURES	$9,072		$185,830	5%	
Net Change in Fund Balance	(37,376)				
Fund Balance-Beg. of Fiscal Year (unaudited)	$239,759				
Fund Balance-October 31, 2012	$202,383				
CAPITAL PROJECTS					
REVENUE	$40		$561,000	0%	
EXPENDITURES	$2,398		$561,000	0%	
Net Change in Fund Balance	(2,357)				
Fund Balance-Beg. of Fiscal Year (unaudited assigned)	$126,313				
Fund Balance-October 31, 2012	$123,956				

NOTES:

* Many revenues for October, 2012 are received in subsequent months (timing difference) and are recorded on a cash basis in the month received. October, 2012 revenue accounts include the reversal of revenues that are for the prior fiscal year.

A. Includes $2,000,000 available for hurricane/emergencies, $144,738 of Prepaid Health Insurance.The balance of $3,204,759 is unassigned fund balance.

B. Timing Difference - October Resort Tax revenues are received in November, 2012.

C Forfeiture revenue fluctuates widely.

D. Timing Difference - October CITT revenues are received in January, 2013.

ENTERPRISE FUNDS	ACTUAL		ANNUAL BUDGETED	% BUDGET
WATER & SEWER				
REVENUE	$418,411		$4,990,121	8%
EXPENDITURES	$226,521		$3,022,367	7%
Change in Net Assets	$191,890			
Unrestricted Net Assets-Oct 1 (unaudited)	$2,343,427			
Restricted Net Assets-Renewal & Replacement	$1,017,776			
Unrestricted Net Assets-October 31, 2012	$3,553,093	E		
Capital Project Expenses to date for Water & Sewer	$1,073,102		$1,967,754	55%
MUNICIPAL PARKING				
REVENUE	$63,866		$904,661	7%
EXPENDITURES	$43,715		$757,389	6%
Change in Net Assets	$20,151			
Unrestricted Net Assets-Oct 1 (unaudited)	$1,660,702			
Unrestricted Net Assets-October 31, 2012	$1,680,853			
Capital Project Expenses to date for Municipal Parking	$8,421		$147,272	6%
SOLID WASTE				
REVENUE	$223,295		$1,232,457	18%
EXPENDITURES	$96,202		$1,232,457	8%
Change in Net Assets	$127,092			
Unrestricted Net Assets-Oct 1 (unaudited)	$246,064			
Unrestricted Net Assets-October 31, 2012	$373,156			
STORMWATER				
REVENUE	$83,392		$1,173,781	7%
EXPENDITURES	$9,620		$505,000	2%
Change in Net Assets	$73,773			
Unrestricted Net Assets-Oct 1 (unaudited)	$444,247			
Unrestricted Net Assets-October 31, 2012	$518,020			
Capital Project Expenses to date for Storm Water	$103,169		$668,781	15%

NOTES:(con't)

E. Includes rate stabilization of $651,144, renewal and replacement of $1,017,776 and $1,660,476 is unrestricted.

Donald G. Nelson, Finance Director

Roger M. Carlton, Town Manager

Town of Surfside
Town Commission Meeting
January 15, 2013
Town Hall Commission Chambers - 9293 Harding Ave, 2nd Fl
Surfside, FL 33154

POINTS OF LIGHT
After Action Items

1. Downtown Vision Project: Commissioner Michelle Kligman

Current Status: The Downtown Vision Advisory Committee (DVAC) met on November 28, 2012 and agreed to a December meeting hiatus with their next meeting scheduled for Monday January 28, 2013. The main items of discussion were the *Business Improvement District (BID) Consultant Agreement* **(Action Item)** and *Downtown Streetscape Plan* **(Action Item)** coming before the Town Commission on January 15, 2013. DVAC reiterated the importance of these two items as they relate to revitalization and the positive impact they will have on Surfside's downtown and the Town as a whole. DVAC supports a BID being formed simultaneous to, and in conjunction with, a Downtown Streetscape Plan implementation as an integral part of the DVAC overall vision for a downtown that will serve as an economic and social asset and an attractive gateway to the Town.
The Committee also received updates on the following initiatives:

- *Town-wide Wayfarer Implementation Completion:* the Committee was extremely pleased with the appearance of the signs and how they have enhanced the Town as a whole.

- *Parking Structure Feasibility Study:* a meeting date for the first Parking Structure Feasibility Study Sub-committee (which includes DVAC members) occurred on December 18, 2012 at 6:00 p.m. This meeting focused on the methodology used in a parking study and the three sites being studied per the direction of the Town Commission. The second meeting will occur on January 22, 2013 to review the draft study with a goal of having the study before the Town Commission in February, 2013.

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

Current Status: The project began on August 15, 2011 and is approaching 85 percent completion. All permission slips to install the water tie-ins have been received with the exception of a few homes that are not occupied. 1237 water services have been replaced, 30,000 linear feet of water pipes have been installed, 21,500 feet of sewer laterals have been repaired or lined, 1350 sewer connections have been replaced or repaired, 40,000 linear feet of water main have been installed, 35,000 linear feet of sewer main have been lined and 3200 linear feet of sewer main point repairs have been completed. 7000 linear feet of storm drainage has been

installed along with 55 drainage structures, three storm drainage pump stations are currently under construction along with 2 sanitary lift stations and 148,000 square yards of asphalt has been placed (first lift) on all the roads throughout Phase 1, Phase 2 and Phase 3. We have also had to repair 73 small and 15 major pipe breaks since the project started to keep the old system operational. The new Collins Avenue shared sewer force main became operational in April 2012. Staff has reached the conclusion that repairing the existing force main is not feasible and is working with Bal Harbour and Miami Beach to reach closure on this element of the project. A proposed Interlocal Agreement to manage the new force main with Bal Harbour will be presented to the Town Commission in the near future.

The key issue for Town Commission decision making is the additive alternative for new signage in the single family area **(Action Item)**. This issue appears separately on this Agenda.

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

Current Status:

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

Certificate of Use (CU) /Local Business Tax Receipt (LBTR): The multi-program application was mailed to all businesses the week of August 27, 2012. Town Staff began the process of following up with every business to ensure compliance. 61 businesses will enter the code compliance process for not responding to multiple requests for CU/LBTR filings. Staff continues to work with the downtown businesses to reach full compliance including taking the businesses to Special Masters if necessary.

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

4. Residential Home Businesses

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

5. Bus Shelters: Commissioner Marta Olchyk

Current Status: This difficult situation has now been resolved. There will be three shelters installed and we have requested the option to buy two more if they become available. The details of the resolution appears as Attachment 1.

6. Beach Concessions

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

7. 95th Street End Project

Current Status: Due to the need to complete the street end project contemporaneously with the 9501 building construction which began construction in mid-May 2012, the Administration has moved forward with the project for one block only, using Bermello Ajamil (from the approved rotation). The Town Commission confirmed this on July 17, 2012 and selected the design "look" on August 15, 2012. The thematic design will be usable for all three blocks of 95th Street should the Town Commission determine to expand the project in the future. Staff is now working with Bermello Ajamil to complete the design, value engineer to achieve the lowest possible cost/value and prepare the bid package which was advertised in early January, 2013

(Action Item). The project will be brought to the Town Commission for award during the February or March, 2013 Town Commission meeting.

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

Current Status: This program allows existing buildings to be retrofitted for energy efficiency with the cost funded from a loan pool authorized by the State of Florida and funded by Barclay's Capital. The low interest loans are repaid from a long term assessment on the property. There are no guarantees provided by the Town of Surfside. A presentation was made by Chad Friedman and Steve Alexander regarding the program during the October 9, 2012 Town Commission meeting. In a recent conversation with Steve Alexander, Staff was informed that the proponents of the program will not be prepared to present the details of the program until early 2013. By way of information, Steve Alexander has recently accepted the position of Interim City Manager for South Miami.

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

Current Status: The Town Commission allocated funds in the water/sewer/storm drainage project to provide mid-block crossover conduit so that a future undergrounding project would not have to break the pavement. FPL has completed the study of the cost of undergrounding Town-wide the Town Commission authorized retaining bond counsel and financial advisor to assist with the project during the November 13, 2012 Town Commission meeting. During the December, 2012 Town Commission meeting, Staff was authorized to schedule five televised public meetings that will be held in January, 2013. A report regarding this project appears elsewhere on this Agenda **(Action Item).**

10. FEMA Flood Insurance Status

Current Status: The FEMA Community Assistance Visit, which is a necessary step to lower rates, was held on March 21 and 22, 2012. Town Attorney Lynn Dannheisser has retained Ernest Abbott of FEMA Law who was the former General Counsel of FEMA in Washington D.C. The response to FEMA questions was timely submitted on August 31, 2012 and a copy has been provided to the Town Commission. An additional required amendment to the Flood Plain Ordinance was approved on second reading during the December, 2012 Town Commission meeting. New Building Official Eddie Rojas started work early to help with answering the FEMA letter. Commissioner Joe Graubart has placed an item on this Agenda regarding additional help that Staff might need to meet the FEMA requirements. A report from the Administration appears along with Commissioner Graubart's item **(Action Item).**

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

Current Status: The Spiaggia Condominium review has been completed and the building has been determined to be 16 usable spaces short from its required number of spaces. This is due to the design of the parking facility which makes certain spaces unusable. Staff in conjunction with the Town Attorney's office has developed a draft agreement with the Spiaggia condominium board to resolve the situation. The goal is to present the agreement to the Town Commission in early 2013.

12. Dog Park: Mayor Daniel Dietch

Current Status: An agreement with the newly formed non-profit and the Town should come before the Town Commission in early 2013. As the proposed site is at an existing pump station, set to be reconstructed as part of the final phase of the water/sewer/storm drainage project, a mid-2013 opening is anticipated barring any unforeseen circumstances.

13. Turtle Sculptures - Art in Public Places

Current Status: All eighteen painted and sealed turtle sculptures were displayed in the Community Center's Shark Tank from January 11 – 14, 2013. Ruth K Broad K-8 Center held a fundraising event at the Community Center to showcase the students' art project that occurred in conjunction with the painting of their turtle sculpture on the evening of January 11, 2013. Placement of the sculptures is occurring the week of January 14, 2013 with a press event to tie in with the first Tourist Board Third Thursday music event the evening of January 17, 2013 on the 200 block of 95th Street from 7:00 – 10:00pm. This initiative now morphs into an eighteen month art in public places promotional event for the Town. Staff and the vendor coordinating the project continues to work on sponsorships.

14. FDOT Surfside Repaving

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

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

15. Parking Structure Feasibility Study

Current Status: Rich and Associates is nearing completion of the first draft of the study. Surveys and parking counts were implemented during July 2012. A parking structure advisory committee has been established similar to the committee for the water/sewer/storm drainage project. The Committee members include Sergio Castaneda, Shaun Grenald, Ken Arnold, Joe Corderi, Pete Filiberto, Alan Gorme, Jessica Flax, Martin Oppenheimer, Sandra Argow, Allan Yarkin, Marta Castro and Eli Tourgeman. The first meeting of the Committee was held December 18, 2012. A second meeting has been scheduled for January 22, 2013 to review the draft study. It is anticipated that the study will be brought to the Town Commission in February, 2013.

16. Bal Harbour Shops Expansion Status Report

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

In a meeting on June 27, 2012 with Gus Pego, FDOT District Engineer, we were disturbed to learn that FDOT's role in reviewing traffic issues related to such large scale projects has been virtually eliminated by the Legislature. This will make our negotiations with the Whitmans more difficult and greatly supports the decision to have a traffic study completed by CGA as a tool to support these negotiations. The study was completed during November, 2012, appeared on the December 2012 Agenda and was deferred to the January, 2013 Agenda. One area of particular concern is that an expanded number of commercial vehicles will serve the project and how those trucks will impact the 96th Street and Byron Avenue intersection. Staff will monitor developments in the Bal Harbour Shops project and will keep the Town Commission updated with the Points of Light.

17. North Force Main/Building Better Communities Bond Program

Current Status: There is both progress and pushback on this effort to obtain funding for this critically important second sewage disposal alternative for Surfside, Bal Harbour and Bay Harbor Islands. Miami-Dade County WASD has retained the firm of Hazen and Sawyer to study the situation at the North Dade Regional Plant and the 163rd Street force main. This is

recognition that something needs to be done that will resolve the issue which we keep top of their minds. The negatives are that specific projects which would facilitate acceptance of our sewage are not listed in the draft settlement agreement with EPA and FDEP. Surfside was represented in a community meeting held by WASD September 27, 2012 and our concerns were placed on the record. Roger Carlton, Donald Nelson and Mayor Daniel Dietch also attended a meeting held at WASD on October 25, 2012 in which the draft settlement agreement was further discussed. A new resolution was approved by the Board of County Commissioners that gave specific direction to the County Administration to consider innovative municipal projects as they prioritized the Building Better Communities bond funding. This amendment was written by your Town Manager and supported by County Commissioner Sally Heyman. Finally, the risks inherent in the Virginia Key plant (where our sewage is treated) have been documented in the Miami Herald (Attachment 2). There is a long way to go on this issue.

18. Best Western (Chateau) Project

Current Status: The Best Western property sale closed on March 27, 2012 in the amount of $50 million. The Design Review Group (first step of the review process) met on August 2, 2012. A second DRG meeting was held on September 11, 2012 to complete this stage of the review. The Development Impact Committee met three times to review the project to negotiate certain items contained in the Resolution which were approved unanimously by the Planning and Zoning Board/Design Review Board on December 4, 2012. The Town Commission scheduled a Special Meeting on January 24, 2013 to review the Chateau project. Staff continues to work with the Special Counsel and the Applicant to complete the necessary documents.

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

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

The project has become complicated with issues including verifying vendor capabilities, retention of records, FDOT and Miami-Dade County right of way use approvals. Golden Beach moved ahead with a vendor on its own and began the installation of ALPRs and surveillance cameras. Sunny Isles Beach approved a different vendor at its December 2012 Commission meeting. Bay Harbor Islands is expected to piggy back on the Golden Beach contract. Bal Harbour is on hold at this time. Surfside has scheduled meetings with both vendors in January 2013 for review of their proposals. Surfside will

be able to piggy back off either the Golden Beach or the Sunny Isles Beach contracts. In the original plan Surfside was slated to receive eight cameras to secure the south end of the five communities and to share a server. The new proposal will require eighteen ALPRs and our own server. The cost is expected to be significantly higher than the original $100,000. Funds will be provided from the Law Enforcement Trust Fund and/or other sources to be determined once the pricing is available.

20. Sidewalk Ordinance Implementation

Current Status: FDOT has approved the survey of the business district sidewalks. This component now becomes part of the lease agreement between FDOT and the Town. The agreement appears on the January 15, 2013 Town Commission Agenda **(Action Item)**. The Town will roll out the application process to the downtown businesses community, after Town Commission approval of the FDOT lease agreement, with a goal of compliance by the October 1, 2013 Certificate of Use and Local Business Tax Receipt renewal deadline. All three requirements will be streamlined into a "one-stop" application process.

21. Imaging Town Documents

Current Status: This project is on track. A new records storage area has been completed in the landing area between the first and second floors. Town Clerk Sandra Novoa has moved Town records to that room while eliminating many records in accordance with State Law. This has allowed the previously renovated room on the first floor to be used for imaging and storing building plans. New procedures have been agreed upon by all individuals involved in the process. All 757 boxes in Iron Mountain storage have been removed thereby ending the need to pay storage costs. The last pallet of boxes left from Iron Mountain was destroyed under the provisions of State law in November, 2012. New Building Director Eddie Rojas will renew focus on finishing the plans.

- Sets of building plans scanned to date: 1900 of 2400 total
- Building Department permit files scanned to date: 2154 of 3800 total

22. Tourism Strategic Plan

Current Status: The Town Commission approved the selection of CJF Marketing International / Redevelopment Management Associates as the most responsive bidder for the Five Year Tourism Strategic Plan RFP during the December 11, 2012 meeting. The following two items were added to the agreement per Town Commission request:

1) Any additional expenses up to $6,000 (10%) must be approved by the Tourist Board before proceeding with any expenses over $6,000 which must be approved by the Town Commission.

2) The start date of the agreement was set for January 2, 2013 with a six month completion schedule.

The TEDACS Director has sent all files pertinent to budgeting and resort tax history as well as all of the last four years' event and program activities to the consultant for the auditing first phase. The plan is scheduled to be brought before the Tourism Board and then the Town Commission for adoption in July 2013.

23. The Shul Project

Current Status: An application in sufficient form to start the Design Review Group process has been received and the first meeting was held on August 22, 2012. Project Architect Jamie Shapiro has met with Building Official Paul Gioia (now handed off to Eddie Rojas). Town Manager Roger Carlton has also met on December 5, 2012 with Rabbi Lipskar to determine when the formal application will be submitted. Staff will keep the Town Commission aware as this project evolves.

24. Electric Car Charging Station: Mayor Daniel Dietch

Current Status: The company Car Charging now has agreements with Miami Beach and Hollywood for the installation and operation of electric car charging stations. Staff has met with the company about the possibility of installing a station in Surfside. The preferred location would be the 94th Street Parking Lot due to the readily available power supply, the size of the lot, and the proximity to the downtown business district. Two adjacent parking spots at the entrance to the lot would be dedicated for this use with the install, equipment and signage being provided by the vendor. The objective is for electric cars to "top up" while visiting Surfside since a full recharging of a vehicle requires 4 to 6 hours. These two spots could only be used by either electric or alternative energy vehicles and would not be subject to parking meter charges. Presently two parking spots at this location earn a combined total of $248 per month ($3976 per year) in meter fees. Information on station locations are incorporated in electric vehicles on board GPS and through dedicated Apps. The driver of the car would pay at the station, by credit card, for usage presently set at 49 cents per kilowatt hour – this equates to a "full tank" at $12 for a Leaf and $5 for a Volt. The Town would receive 10% of the net revenue from the vendor annually once the cost of electricity is removed (no dollar estimate available at this time). The vendor would pay for the electricity. Net revenues (profit) is always a concern as to verification of the vendor stated amount. While this item was not determined to be a priority during the December, 2012 Town Commission meeting, Town Staff needs direction from the Town Commission on whether to proceed with bringing an agreement for approval at a future Town Commission meeting **(Action Item)**.

25. Second Floor of the Community Center

Current Status: The Surf Club developer agreed to provide $400,000 to this project and the Chateau developer has agreed to add $250,000 for a total of $650,000. During the Planning and Zoning Hearing meeting on the Surf Club held September 25, 2012, the condition was modified to allow the contribution to be used for any Parks and Recreation capital project subject to a comprehensive Parks and Recreation infrastructure plan. With the potential of up to $650,000 in voluntary proffers to the Parks and Recreational capital budget, depending on the outcome of the Chateau review by the Town Commission, an initial meeting with the Parks and Recreational Committee to develop an Infrastructure Plan was held on December 17, 2012. The proposed Parks and Recreation Infrastructure plan will be brought to the Town Commission in early 2013.

26. Pool Tot Lot (Water Playground) Community Center

Current Status: Funtraptions, the original contractor for the Community Center water playground is no longer in business and not available for any warranty work or repairs. At the completion of the project, a 10% retainer fee was held back by the Town until full satisfaction was met with the water play structure. The retainer ($22,600) will be utilized to cover the cost of repairs of warranty items that need to be addressed. Reliable Pools, a local qualified contractor experienced in working with Funtraptions equipment has been retained to work on the repairs. The amount of retainage should be sufficient to achieve this goal. A technician from Reliable Pools was on site December 10, 2012 to begin the repairs at Surfside. A set date for the completion of the work is the end of January 2013 depending on the scope of work required. Reliable Pools was site to begin repairs January 7, 2013. Updates will be provided as the work is completed.

27. Bullying Program: Commissioner Michelle Kligman

Current Status: The Parks and Recreation Department has developed an informative community awareness program on bullying. The bullying program idea was introduced by Commissioner Kligman and presented at the August 6, 2012 Parks and Recreation Committee meeting. This program has the support of the Miami Dade County Public Schools.

The program will consist of an informative session to include an expert panel in the control of bullying with a question and answer session and a showing of the movie *Bully*. The movie is on order and the program will be held January 17, 2013 at 6:30 pm in the Community Center.

28. Seawall Project

Current Status: The seawall design project was awarded to Calvin Giordano and Associates with the commitment that the grant application cost would not be paid until a grant in the amount of not less than $250,000 was made available. The design work is underway. As a result of Hurricane Sandy, the seawall at Carlyle and 88th Street is near collapse, endangering the Town's $250,000 investment in the new storm water pump station. It is necessary to do an emergency repair. A recommendation to declare the project an emergency was made to the Town Commission during the November 13, 2012 meeting. Based on authority granted at the November 13, 2012 Town Commission meeting, Staff applied for the emergency permit and received quotes from Palm Beach Marine ($60,000), BK Marine ($88,000) and Shoreline Foundation Incorporation ($92,000). Palm Beach Marine who provided the lowest quote, was the only firm proposing to do the work from the waterside and has been awarded the work. DERM now believes that the area has "emerging sea grasses" and will finish their review by mid-January, 2013. Once the permit is issued, the contract will be awarded and then brought back to the Town Commission for retroactive approval **(Action Item).**

29. Traffic Study

Current Status: This project reviews traffic flows, traffic calming devices and provides a model to simulate future traffic impacts. The study was completed in November, 2012 and appears on this Town Commission Agenda for acceptance and direction **(Action Item).**

30. Federal Road Designation Removal in Single Family Neighborhood

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

31. Legislative Priorities

Current Status: A meeting with the Town Manager and Fausto Gomez took place on January 8, 2013 to discuss legislative priorities. A subsequent meeting was held January 10, 2013 with State Representative Joe Gibbons to discuss how he may be helpful. A report will be made to the Town Commission after that meeting.

32. Credit Card Accepting Single Space Meters

Current Status: During the September 19, 2012 Town Commission meeting, a 90 day experiment to install credit card accepting single meters was approved with IPS Inc. The thirty single space locations were identified and installation for the project was completed on November 20, 2012. An information flyer was created and was advertised in the November, 2012 edition of the Gazette. A preliminary one month comparison of the revenue was conducted. The original thirty meters collected $572 during the thirty day period before the new meters were installed. The credit card accepting meters collected $1300 during the immediate thirty day period after installation. Staff will be recommending the acquisition of the meters after the ninety day trial period is completed based on customer convenience and increased revenue.

33. Solar Panels and TV Antennas (Dishes)

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

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

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

35. Starbucks

Current Status: It appears that Starbucks has signed a lease for the Condotti space subject to Planning and Zoning approval which is scheduled for review during their January 31, 2013 meeting. This effort is critically important to demonstrate that a national tenant can do well in downtown Surfside.

36. Beach Erosion

Current Status: Hurricane Sandy and very high full moon tides and wind has caused significant erosion on our beach. Staff has begun work on many fronts to ensure that various agencies with authority and funding initiate a renourishment program. A meeting was held with Miami Dade County staff on December 20, 2012 since the County has accepted responsibility for coordinating the renourishment. The Town Commission will be kept aware as this critical program evolves.

37. Code Enforcement Priorities Workshop

Current Status: **Code Compliance Priorities Workshop:** At its October 9, 2012 meeting, the Mayor and Town Commission directed the Administration to schedule a workshop to address Code Compliance priorities for both the residential (single family and multi-family) and the commercial district. The Administration has been ready to move ahead with this workshop and continues seeking Commission input on a date and time. At the last Commission Meeting of December 11, 2012, the matter was not reached due to time constraints **(Action Item).**

38. Charter Amendment Implementation

Current Status: This matter needs direction from the Town Commission. With the passage of three Charter Amendments by the voters of Surfside, it is now necessary to initiate and complete Charter Review during 2013 **(Action Item).**

39. Forty Year Building Certification on Collins and Harding Avenues

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

40. Sidewalk Staining to Match Colors

Current Status: The sidewalks on Collins Avenue from 87th Street to 96th Street and Harding Avenue from 96th Street to 94th Street reflect many different shades of "Miami Beach Red" due to many repairs over the years. The Points of Light for many months has stated that we will be staining the concrete a uniform color with a product that provides a 5 year manufacturer's warranty. We have received three quotes – from Lynx Construction ($97,000), All American Builders ($102,000) and Ric Man ($108,000). Based on the need to complete this project, the low bidder Lynx Construction has been

awarded the project and retroactive approval will be brought to the Town Commission on this Agenda **(Action Item).**

41. Town Manager Recruitment

Current Status: More than 350 applications have been received as of January 7, 2013. Staff will continue to follow the procedures adopted during the December 11, 2012 Town Commission in the "Decision Tree" process.

42. Mt. Sinai Bus Route: Commissioner Michelle Kligman

Current Status: At the request of Commissioner Kligman, Staff is reviewing the possibility of improving the Surfside municipal bus service to Mt. Sinai Hospital. A report will be made during the February 12, 2013 Town Commission meeting regarding the cost and operational issues for this request.

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

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16. Identity and Wayfinding Signage

Current Status: The low compliant bidder Don Bell Signs, LLC was authorized to begin manufacturing the signs per the June 12, 2012 Town Commission approval. Mock-ups were delivered August 2, 2012. Installation and related landscaping was completed in November, 2012. Item completed.

23. Surf Club Project

Current Status: After years of discussion, the Board of the Surf Club gave final approval on September 8, 2012 for the sale of the property to Fort Capital. Plans include historically faithful renovation of the original building, 275 condominium/hotel units on both sides of Collins Avenue, a luxury spa, a high end gourmet food store and a parking structure. The Design Review Group met on July 31, 2012. In a second meeting on August 23, 2012, the issues were resolved. The Development Impact Committee met on August 30, 2012, in an advertised, televised and noticed meeting to complete the Development Conditions. The project went to the Planning and Zoning/Design Review Board on September 28, 2012, and received unanimous approval with modified conditions. The Town Commission reviewed the project on October 15, 2012 and unanimous approval was granted with further conditions.

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

34. New Parking Citation Handheld Devices

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

Dawn Hunziker

From: Roger Carlton
Sent: Friday, January 04, 2013 3:37 PM
To: Daniel Dietch; Joe Graubart; Marta Olchyk; Michael Karukin; Michelle Kligman
Cc: Bill Evans; Ysela Llort (yllort@miamidade.gov); sumoski@miamidade.gov
Subject: FW: Additional Shelter
Attachments: Bid Plans - Surfside.pdf; ATT00001..htm

Commissioner Olchyk has asked for a status report on the bus shelters. Bottom line from the e-mail below sent by Gustavo Eckardt, who is a consultant to MDTA, is that the three shelters have been ordered and will be delivered in twelve weeks or less (two weeks have already past) meaning that the shelters should be installed by March 15, 2013. The attachment to this e-mail shows the third shelter to be installed at 93rd Street and Harding Avenue. That shelter will be installed at 90th Street and Harding Avenue which is the County preferred site and a better location. The third shelter will cost us approximately $7500 due to a remainder in our grant which was not needed to buy the two shelters. Bill Evans has issued the permit and there is nothing left for us to do. By copy of this e-mail, I wish to thank Ysela LLort, MDTA Director, for her focus on this issue over the past few weeks. This item will also be placed in the Points of Light for January 15, 2013 Town Commission to determine if any Member wishes to direct staff to order the remaining two shelters which may be available at full cost.

From: Bill Evans
Sent: Friday, January 04, 2013 1:33 PM
To: Roger Carlton
Cc: Dawn Hunziker
Subject: FW: Additional Shelter

fyi

Bill Evans
Public Works Director
Tel: (305) 861-4863 Ext. 235
Fax:(305) 861-1302

From: Gustavo Eckardt, P.E [mailto:geckardt@pds-eng.com]
Sent: Wednesday, January 02, 2013 11:52 AM
To: Bill Evans
Subject: Additional Shelter

Bill,

We have ordered a third shelter for the Town of Surfside. We received an emil from Jim Summoski at MDT saying that MDT will issue a change order to our contract, so i guess the town will have to pay MDT for the shelter later. So for now, i guess we do not need a signed agreement with the City.

We have ordered the shelter in good faith, we know that we can arrange payment details later, although it seems it will come to us from MDT.

I need to prepare a permit application for the additional location, and wanted to know if you have a preference for a specific location. We have two optional designs:

- Site 3 at Harding Avenue and NE 93rd Street.
- Site 4 at Harding Avenue and NE 90th Street.

We believe site 4 is a better alternative, judging solely from the site design, since it has a wider right-of-way, and the shelter will be less of an obstruction to the sidewalk and public right of way. We have no information on ridership or any external reason for having the bus shelter at any particular location. So if you have a preference, please let us know.

Attached are the plans for your reference.

Attachment "2"
Linked to POL # 17

KEY BISCAYNE

Leaky sewage plant raises concerns

Leaks from a county sewage-treatment plant on Virginia Key are worrying leaders in neighboring Key Biscayne.

BY SYDNEY TOWNE
syd.towne@gmail.com

Key Biscayne council members have been talking about whether to jump into a court battle over a Miami-Dade County sewage-treatment plant that has been leaking into Biscayne Bay.

Council members are concerned about how the leaks might be affecting water quality in the bay, especially at the island village's beaches.

Miami-Dade's Central District Wastewater Treatment Plant, on Virginia Key, serves the village and other parts of the county, including Coconut Grove. The plant is at the center of a recent lawsuit by the U.S. Environmental Protection Agency. The agency is suing the county for violations of the Clean Water Act. The intention is to force the county to deal with the decaying system. Local environmental group Biscayne Bay Waterkeepers has joined the suit, and their attorney, village resident Albert J. Slap, brought the issue to the attention of the Key Biscayne Village Council.

The county is already working with the Environmental Protection Agency and the U.S. Justice Department to find an acceptable solution for the plant. The current proposed fix includes $550 million in repairs at Virginia Key's treatment plant alone and would not be completed for 15 years.

Current proposals by the Miami-Dade Water & Sewer Department include drilling deep injection wells below the plant to deal with excess waste.

Vice Mayor Mayra Lindsay proposed late last year that the village hire outside consultants to explain the benefits and shortcomings of the county's plan. Council members asked the village manager to find a suitable consulting firm.

The council expressed concerns that the updates would bring the plant to compliance of current standards but would not go far enough to protect against hurricane damage or rising water levels.

RAUL RUBIERA/MIAMI HERALD FILE, 2003

DETERIORATION OVER TIME: James Walden looks inside a sewage tank at Miami-Dade County's Central District Waste Treatment Plant on Virginia Key in 2003. The plant is now leaking into Biscayne Bay, and council members in neighboring Key Biscayne are concerned about the effects on water quality, especially at the village's beaches.

Key Biscayne Village Council

The village's next council meeting will be held at 7 p.m. on Jan. 8 in the council chambers, located at 560 Crandon Blvd. behind the fire station.

Mayor Franklin Caplan reiterated the conclusions of a University of Miami geologists' study that found that the seawater levels have already risen and will continue to rise, creating risks for coastal cities.

The U.S. Army Corps of Engineers has stated that it expects sea levels to rise by 3 feet by 2060. This impacts the plant directly, and council members expressed concern that the proposed updates do not address the inevitable results of leaving the plant at current sea level.

The village's first concern is about the proposed plan and any potential agreements Miami-Dade county is making with the federal government. Specifically, the village wants to know whether the plan is, in village attorney Stephen Helfman's words, "immediate enough and comprehensive enough."

ISSUES WITH TREES

The council also discussed solutions to allow residents to preserve permanent structures on their property, such as homes, patios, and driveways, while respecting the need to maintain a green village. A decision was not reached, leaving the debate open for future meetings.

The village underwent a massive greening project decades ago that included the planting of many trees throughout the island. Additionally, regulations on privately owned trees were put in place to ensure that the island maintained a constant or increasing level of greenery. Residents are now finding themselves stuck with trees suffering from whitefly damage or that are causing property damage.

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

1. **Planning and Community Development** – Planning and Community Development – Planning and Community Development –The Chateau Residences (formerly Best Western), has received a unanimous recommendation of approval from the Planning and Zoning Board on December 4, 2012 meeting with additional conditions. The application has been scheduled for a Special Town Commission meeting on January 24, 2013. In August 2012, the Shul submitted a site plan application for an expansion. Staff met with the applicant to discuss the review comments and is awaiting resubmittal of the plans addressing all of the staff comments. Staff has also had meetings with Starbucks, which has presented its proposed elevations to the Design Review Board at their December 4, 2012 meeting. They will be formally submitting their plans for the January 31, 2013 Design Review Board meeting.

2. **Information Technology & TV Broadcasts** - IT has received and setup a new laptop and printer for the Code Compliance Director. The website was transferred to the new provider on October 1, 2012. IT has provided the Finance Department with information regarding the deployment cost estimates for the system required to pay utility bills online. On November 27, 2012, IT submitted quotes for new copiers for the Town Manager's office, Legal Department, and the Police Department and are currently working on the new leases. The IT staff continues to receive approximately 300 (135 emails requests and 200 phone/in person) each month.

3. **Public Utilities / Engineering** – The Water/Sewer/Storm Drainage Project commenced on August 15, 2011 in the southern sector of the Town (Phase I). The project involves water main/water service replacements, lining or replacement of the gravity sewer mains and sewer lateral replacements, rehabilitation of the sewer pump stations, and improvements to the stormwater collection system including three (3) new storm drainage pump stations. Final completion of Phase II is scheduled to be complete January 2013. Phase III is anticipated to be substantially complete in February, 2013. The completion of Phase III will allow for final lift paving to occur in February 2013 which will complete all work within the Town Right of Way (punch list and pump station work will be complete in March 2013). The public

information project website continues to be updated frequently and receives 15 to 30 views monthly.

Both Surfside and the Village of Bal Harbour are currently utilizing the newly installed Collins Avenue force main with no issues. Surfside staff and consultants are now in the process of meeting with Bal Harbour staff and consultants to decide the most cost effective method for abandonment of the existing Byron Avenue force main.

Partial refinancing of the project has been completed to reduce the interest costs and provide funding for additional utility main replacements, and other costs within the original scope. A comprehensive status report for the project was provided in the August 14, 2012 Commission Agenda package and authority was granted to complete the project within a total budget of $23.635 Million.

Funding Summary –

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

*This grant will not accept partial reimbursement requests. The first and final request will be submitted by February 1, 2013

** Final request will be submitted in January 2013.

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

***Partial Reimbursement #2 is in process

4. **Neighborhood Improvements** – CGA Staff completed the traffic computer modeling of the Town's roadway system as an element of the Town-wide traffic calming study. The initial traffic counts to complete the traffic study occurred in September, 2012. A number of the counts were completed in late October due to construction activities. These counts are incorporated into the Draft Traffic Study Report that will is being presented to the Town Commission on the January Agenda (deferred from December). Now that the report is received, the Town will hold public meetings to discuss and receive resident input. The Town Manager will also utilize this study during his discussions with the Village of Bal Harbour regarding the potential mall expansion, and discussions with Miami-Dade County regarding additional traffic calming devices.

   CGA presented a rendering of downtown beautification opportunities to the DVAC on November 28, 2012. The report was presented to the Town Commission during the December 11, 2012 meeting and was deferred.

5. **Emergency Management** - CGA is updating the Town's Emergency Operations Plan based on the identified recommendations. CGA is meeting with the Town in January to review the 60% complete documents for approval/comment.

6. **Emergency Seawall Repair at 88th & Carlyle** - The drawings were previously reviewed and permitted by the Town Building and Planning Departments. They are currently being reviewed by DERM. As part of DERM's review process, personnel from DERM will be conducting a biological assessment in the vicinity of the seawall. If they require additional information, they will contact Calvin, Giordano & Associates before issuing the permit.

7. **Town-Owned Seawall Repair** - The Plans are at approximately 60% complete, and as such will soon be presented to the Town's Building and Planning Departments for approval. Once approved, they will go on to DERM for review. While the permitting process is occurring, Calvin, Giordano & Associates will prepare the grant application for funding through the Florida Inland Navigation District (FIND) for submittal in early March 2013 to meet the April 1, 2013 submission deadline.

Tourist Board

Meeting Minutes

November 5, 2012

Date: November 5, 2012

Time: 5:30 pm

Location: Commission Chambers, Town Hall

1. **Roll Call**

The meeting was called to order at 5:30pm by chairperson, Eli Tourgeman.

In attendance; Chair, Eli Tourgeman; member, Randi MacBride; member, Ricardo Mualin; Vice Chair, Barbara Cohen; Commission Liaison Joseph Graubart, Web and Special Projects Coordinator, Linda Jain; TEDACS Director, Duncan Tavares; resident, June Neville; recording clerk, Sarah Johnston; Town Manager, Roger M. Carlton; Town Attorney, Lynn M. Dannheisser; Special Guest, Attorney Robert Meyers.

Barbara McLaughlin sent her regrets; she will be unable to attend.

2. **Review and approval of October 17, 2012 Meeting Minutes**

Barbara Cohen submitted minor changes and corrections.

Barbara Cohen made a motion to approve with the changes and corrections submitted, Eli Tourgeman seconded the motion. All members present voted in favor.

3. **A/R & A/P (emailed)**

Duncan Tavares explained that the Town is in the same place with collections as they were in October. He reviewed all the delinquent restaurants and indicated that Adriana, before going out of business, paid with a check that bounced.

Town Manager Roger Carlton explained that they would try to collect the past due from Adriana restaurant before a new business is approved to move into that location.

4. **Tourist Board Procurement Decisions/Conflicts of Interest and Sunshine Law – Guest Speaker: Town Attorney Lynn Dannheisser.**

Eli Tourgeman introduced Town Attorney, Lynn M. Dannheisser. She discussed some procedural issues and concerns.

She distributed power point presentations going over rules relating to the Government in the Sunshine Act. She explained some seemingly innocent behaviors of public officials which could conflict with provisions of the Act.

The Board members asked questions about specific instances.

Ricardo Mualin asked for clarification about items, which can be discussed between Board members and employees.

Robert Meyers discussed some of the ethical issues relating to a Tourism Board specifically. He indicated that some issues of note for the Board include voting conflicts-he recommends (as previous chair of Ethics Commission) that members abstain from discussion and voting if there is a believed conflict on the issue at hand.

The Board members asked Robert Meyers to clarify issues relating to conflicts of Board members as employees for a Downtown business and serving on a local association.

Eli Tourgeman asked about himself specifically.

Robert Meyers responded that just based on the facts given, Eli Tourgeman serving on the Tourist Board, president of the Surfside Business Association, and employee of HSBC Bank does not create an automatic conflict, he stated there may be a voting conflict at some point but not on its face. He expanded upon financial disclosures and Board member responsibilities.

Roger M. Carlton asked about creating an enforcement provision included in the policies stating that any member of the Surfside Tourist Board, Personnel Appeals Board, and Planning and Zoning Board who does not file the financial disclosure will be removed from the Board to which they were appointed.

Robert Meyers responded that he is supportive of such an enforcement provision.

Ricardo Mualin asked a hypothetical question about a possible conflict of interest. He asked if he created a non-profit, collected no salary, and served on a Board would a conflict exist if he voted for items favoring his non-profit. Robert Meyers explained that there may be an appearance issue but that there is not a legal conflict with his scenario so long as there was no personal financial gain.

Joe Graubart explained that as a result of Eli's role with each organization he is uncomfortable specifically with the perception even if there is not a legal conflict.

Randi MacBride echoed Joe Graubart's sentiments about the perception.

Barbara Cohen explained that she has a personal account with HSBC and another organization she is a member of, also has an account with HSBC.

Lynn M. Dannheisser explained that a resolution to the Board members concerns might be the creation of more stringent standards for the Board. Robert Meyers agreed that in addition to seeking opinions from local, county, and state ethics Commission.

Lynn M. Dannheisser explained in additional to policies and procedures the Board should review the purchasing ordinance for the Town and indicated that the Board should adopt standards.

Robert Meyers indicated that the Board should not have more authority on purchasing than the Town Commission.

Lynn M. Dannheisser reiterated that before there is an increase in the monies received by the Board is it 'best practices' for the Board to adopt more policies. She stated that she would provide examples of other rules/procedures for the Board to review and discuss.

Ricardo Mualin moved for exploration and development of guidelines and rules; conflicts, procurement, membership, rules of procedure, and governance, Barbara Cohen seconded the motion. All members present voted in favor.

Randi MacBride clarified that the Board can be more restrictive than local and state guidelines but not less.

Robert Meyers and Lynn M. Dannheisser confirmed.

**The Board recessed at 6:42pm for 5 minutes.*

**The meeting was called back to order at 6:46pm.*

5. **Spice Statistics (emailed)**

Duncan Tavares went over the advertising that was done for Surfside Spice – a report of the statistics was distributed to all Board members. He said that he still does not have all the figures for the resort tax collected and will report on that next month.

Jamie Benjio a resident arrived at the meeting (he arrived much earlier but did not come into the room until 6:40pm)

Randi MacBride asked about the impact of the coupons on the resort tax collected and how it is implemented. Duncan Tavares responded.

6. **Tourism Five Year Consultant Update**

Duncan Tavares explained that the memo and agreement would be going before the Town Commission during the November 2012 Commission meeting.

7. **Food Trucks Update**

DT explained that the trucks are available, 5 savory and 3 dessert trucks. He discussed this with the Police Chief and because of the parking situation there is a safety and cost concern and recommended a Sunday afternoon.

The Board members discussed alternative options.

Randi MacBride explained that North Beach had a similar experience and they did not limit the type of food truck and allowed the local restaurants to participate at no cost and they could bring food and drinks.

Randi MacBride showed an example of a possible solution and Eli Tourgeman and Duncan Tavares will present the alternative she drew for parking to the Police Chief. Duncan Tavares will notify the Board before the next meeting if the event will be held.

8. Turtles Update

Duncan Tavares asked if the SBA is buying their own turtle or going in with the Town. Eli Tourgeman responded he has the approval from the SBA to purchase a turtle.

Barbara Cohen moved for the Tourist Board to adopt a turtle and each member will send Duncan Tavares their selection of turtle, Ricardo Mualin seconded the motion. All members present voted in favor, Eli Tourgeman recused himself from voting on whether to adopt a turtle because of the previous discussion pertaining to the Surfside Business Association.

9. Next meeting: December 3, 2012

Eli Tourgeman asked about the resort tax language clarification and he asked for an update on items presented before the Board.

Duncan Tavares explained that second round of audits have commenced.

Duncan Tavares asked about the event Light Up Surfside and Santa Downtown. Eli Tourgeman responded that the events are still on and he will email Duncan Tavares.

10. Adjournment

The meeting was adjourned at 7:34pm. Ricardo Mualin made a motion to adjourn; Eli Tourgeman seconded the motion and all members present voted in favor.

Town of Surfside
Commission Communication

Agenda Item #: 3G

Agenda Date: **December 11, 2012**

Subject: **Certification of Charter Amendments Election Results – November 6, 2012**

Objective: The results of the November 6, 2012 Town of Surfside Charter Amendments Election were certified on November 22, 2012 by the Miami-Dade County Supervisor of Elections, Penelope Townsley. For the Town record the Town Commission must now certify the election results.

Background: The Town of Surfside added three Charter Amendment questions to the General Election Ballot on November 6, 2012. All three amendments were approved by the electorate.

Analysis: N/A

Budget Impact: The cost of the election was budgeted for FY 12/13. The Town has not received the invoice from Miami-Dade County Elections as of December 4, 2012.

Growth Impact: N/A

Staff Impact: N/A

Recommendation: It is recommended that the Town Commission adopt the attached resolution.

Sandra Novoa, Town Clerk

Roger M. Carlton, Town Manager

RESOLUTION NO. 2013-_____

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

WHEREAS, the Town Commission adopted Resolution No. 2012-2096 during the July 17, 2012 Town Commission meeting to hold an election on Tuesday, November 6, 2012, to consider Charter Amendments; and

WHEREAS, the Charter Amendments that were considered include the Preamble and Citizens' Bill of Rights, a Mandatory Charter Review and General Powers; Restriction on Development; and

WHEREAS, an election was held as called and the returns of the Inspectors and Clerk of the General Election have been delivered to the Town Commission; and

WHEREAS, the Miami Dade County Canvassing Board has canvassed the returns, has tabulated the ballots of the absentee voters and has determined the total number of votes at such election for the Charter Amendments as shown by said returns.

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

Section 1. That the above and foregoing recitals are true and correct.

Section 2. That the Commission finds, declares and certifies the results of the Charter Amendments Election held on Tuesday, November 6, 2012, Exhibit "A" attached.

Section 3. It is hereby certified and declared that pursuant to the votes cast in the Charter Amendments Election, held on Tuesday, November 6, 2012, all three amendments were adopted by the voters.

Section 4. That the Town Clerk is hereby authorized and directed to perform any and all incidental duties in connection herewith as required by law.

Motion by Commissioner _____, second by Commissioner _____.

PASSED AND ADOPTED this 15th day of January, 2013.

FINAL VOTE ON ADOPTION

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

_____
Daniel Dietch, Mayor

Attest:

_____
Sandra Novoa, CMC
Town Clerk

Approved as to form and legal sufficiency:

_____
Lynn M. Dannheisser
Town Attorney

	TOTAL VOTES	%	ED OSS	ED IVO	ABSENTEE	EV OSS	EV IVO	PROV	AB OSS
PRECINCTS COUNTED (OF 1)	1	100.00							
REGISTERED VOTERS - TOTAL	3,339								
BALLOTS CAST - TOTAL.	2,484		1,183	0	751	547	0	3	0
VOTER TURNOUT - TOTAL		74.39							
SURFSIDE: PREAMBLE & CITIZEN BILL OF RIGHTS									
Vote for 1									
YES/SI/WI	1,496	74.76	679	0	469	347	0	1	0
NO/NO/NON	505	25.24	237	0	162	104	0	2	0
Total	2,001		916	0	631	451	0	3	0
Over Votes	6		0	0	6	0	0	0	0
Under Votes	446		267	0	82	97	0	0	0
SURFSIDE: MANDAROTY CHARTER REVIEW									
Vote for 1									
YES/SI/WI	1,333	67.94	608	0	423	301	0	1	0
NO/NO/NON	629	32.06	288	0	202	137	0	2	0
Total	1,962		896	0	625	438	0	3	0
Over Votes	5		0	0	5	0	0	0	0
Under Votes	486		287	0	89	110	0	0	0
SURFSIDE: GEN. POWERS; RESTRICTION ON DEV.									
Vote for 1									
YES/SI/WI	1,363	72.08	582	0	465	315	0	1	0
NO/NO/NON	528	27.92	275	0	145	106	0	2	0
Total	1,891		857	0	610	421	0	3	0
Over Votes	4		0	0	4	0	0	0	0
Under Votes	558		326	0	105	127	0	0	0

Town of Surfside
Commission Communication

Agenda Item # 3H

Agenda Date: January 15, 2012

Subject: Retroactive Approval of Expenditure of Forfeiture Funds to Replace Electronic Control Devices

Background: The Police Department has six electronic control devices that need replacement. The devices are outdated, not repairable, and no longer under warranty. Six holsters, six power magazines, 63 cartridges, and one download kit are also required.

Analysis: Staff has reviewed and tested several electronic control devices. The Taser X2 device had the best company history, medical data review, references, warranty, and overall cost.

Budget Impact: $7330.20 from the Forfeiture Fund

Staff Impact: N/A

Recommendation: Staff recommends a motion to retroactively approve a resolution to authorize the expenditure of $7330.20 from the Forfeiture Fund to purchase six Tasers and accessories. This item appeared on the December 11, 2012 agenda and was deferred due to the lateness of the hour. If we had not placed the order prior to December 31, 2012, a discount in the amount of $960 would have been lost.

Department Head

Town Manager

DGG TASER
TACTICAL SUPPLY
ESSENTIAL GEAR FOR AMERICA'S HEROES

Quote	QTE0000008102
Date	12/27/2012
Page	1

DGG Taser, Inc.
8725 Youngerman Ct # 203
Jacksonville FL 32244

www.dggtaser.com

Bill To:

Surfside Police Department
9293 Harding Ave.
Accounts Payable
Surfside FL 33154

Ship To:

Surfside Police Department
9293 Harding Ave.
Surfside FL 33154

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
X2 TRADE	SURFSIDEPO03048	SANDI WHITE	LOWEST RATE	NET 30	0/0/0000	55,711

Quantity	Model Number	Description	Unit Price	Ext. Price
6	22002	TASER X2 ECD, Black - MUST BUY EXT WARRANTY @ TIME OF PURCHASE	$950.00	$5,700.00
6	22010	TASER X2 Performance Power Magazine (PPM) 22010	$49.95	$299.70
6	22501	BlackHawk Holster, X2, Right Hand 22501	$59.95	$359.70
24	22151	TASER 25' Live Smart Cartridge for X2/X3 22151	$28.95	$694.80
24	22150	TASER 15' Live Smart Cartridge for X2/X3 22150	$26.95	$646.80
6	22014 *SO	TASER X2 4-Year Extended Warranty 22014 CAN ONLY BE PURCHASED AT TIME O PURCHASE	$0.00	$0.00
1	22013	TASER X2 Dataport Download Kit 22013 / One Size	$159.95	$159.95
15	44203	Taser 25' (7.62m) Green Cartridge for M26/X26 44203	$24.95	$374.25

Thank you for your Business! QUOTE VALID UNTIL DEC 31ST 2012. PO SHOULD BE RECEIVED BY THE 15TH OF DEC TO ENSURE PROPER CREDIT AND DELIVERY.

Subtotal	$8,235.20
Misc	$0.00
Tax	$0.00
Freight	$55.00
Trade Discount	$960.00
Total	$7,330.20

RESOLUTION NO. ____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, RETROACTIVELY PROVIDING FOR THE FISCAL YEAR 2012/2013 POLICE CONFISCATION FUND EXPENDITURE IN THE AMOUNT OF $7,330.20 FROM THE FORFEITURE FUND TO PURCHASE SIX TASERS AND ACCESSORIES FOR THE POLICE DEPARTMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 881(e)(3) of Title 21,United States Code and Florida Statutes Section 932.7055, define the purposes and procedures for the appropriation and expenditure of funds from the Police Confiscation Fund; and

WHEREAS, the Chief of Police of the Town of Surfside has determined that the appropriation and expenditure of funds is necessary as further described in the Certificate from the Chief of Police attached hereto as Exhibit "A"; and

WHEREAS, such funds are available in the Police Confiscation Fund- State of Florida and Federal Asset Forfeiture Program; and

WHEREAS, a discount in the amount of $960 would have been lost if the order had not been placed prior to December 31, 2012.

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 Certificate of the Police Chief (see Exhibit A), the Town Commission hereby retroactively approves the Fiscal Year Police Confiscation Fund expenditure in the amount of $7,330.20 from the Forfeiture Fund to Purchase Six Tasers and accessories for the Police Department.

Section 2. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2013.

Motion by Commissioner _____, second by Commissioner _____.

FINAL VOTE ON ADOPTION

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

_____
Daniel Dietch, Mayor

ATTEST:

_____
Sandra Novoa, CMC
Town Clerk

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

_____
Lynn M. Dannheisser, Town Attorney

1CERTIFICATE OF CHIEF OF POLICE

I, DAVID E. ALLEN, Chief of Police of the Town of Surfside, do hereby certify the expenditures for $7,330.20 from the forfeiture fund to purchase Six Tasers and accessories for the Police Department from the Town of Surfside Confiscation Fund, for the 2012/2013 Fiscal Year budget complies with provisions Section 881(e)(3) of Title 21, United States Code and Florida Statute Section 932.7055.

Dated:_____

_____
David E. Allen
Chief of Police

Town of Surfside
Commission Communication

Agenda Item # 3I

Agenda Date: December 11, 2012

Subject: Purchase of a replacement Parking Enforcement truck

Background: The Town Commission approved the budget for F Y 2013 in September 2012. Within that budget was the approval to purchase a parking enforcement truck for $18,000. The new truck will replace a high maintenance/ fuel consumption 2001 Ford Crown Victoria with 90,000 miles that will be sold for an estimated $2500-$2000.

Analysis: Staff researched the Florida Sheriffs' Association contract and found a 2013 Ford F150 truck. This is a six cylinder vehicle and will be more fuel efficient than the 2001 eight cylinder Ford. It will include warranty for five years and 75,000 miles. The 2001 Ford was subject to frequent breakdowns and repairs. The new truck will also enable us to transport barricades and stop signs and equipment needed for community events, storms, and power outages.

Budget Impact: $18,042 from the Municipal Parking Fund

Staff Impact: N/A

Recommendation: Staff recommends the purchase of a parking enforcement truck for $18,042 including options from the Municipal Parking Fund utilizing the Florida Sheriffs' Association contract.

Department Head

Town Manager

DUVAL Ford

GOVERNMENT SALES

Quote

DATE 11/5/2012
ORDER NO.
VIN
COLOR

BILLING INFORMATION		CONTRACT HOLDER
Agency	SURFSIDE	Duval Ford Fleet Sales
Contact	RICHARD WILLIAMS	Christy Self
Phone	305 861 4862	(Work) 904-388-2144
FAX		(Fax) 904-387-6816
MOBILE		christy.self@duvalford.com
Email:	RWILLIAMS@TOWNOFSURFSIDEFL.GOV	1616 Cassat Ave. Jax, FL 32210
Address		

Florida Sheriffs Association

Sales Quote 41218
Contract Number 12.20.0905
12.10.0905

Code	Equipment	Contract $
SPEC# 38	2013 FORD F-150 4X2	$14,447
85A	POWER WINDOWS AND DOOR LOCKS	$949
TBX	ALUMINUM TOOLBOX	$385
96W DI	HD LINEX SPRAY ON BEDLINER, DEALER INSTALLED	$545
3K	THIRD KEY	$126
CE575	5 YR/75,000 MILE EXTRA CARE WARRANTY, $0 DEDUCTIBLE	$1,590
	COLOR TO BE NOTED ON PURCHASE ORDER	
Total		$18,042.00

RESOLUTION N0. _____

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

WHEREAS, the Town Commission budgeted for a 2013 Ford F-150 truck from the Municipal Parking Fund Account #402-9500-545-6410 for FY 2012/2013; and

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

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

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

Section 2. Purchase of 2013 Ford F-150 Truck for Parking Enforcement is hereby approved and the Town Manager is hereby authorized to execute the Purchase (See Attachment "A") on behalf of the Town.

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

PASSED and **ADOPTED** on this _____ day of January 2013.

Motion by Commissioner _____, second by Commissioner _____.

FINAL VOTE ON ADOPTION

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

_____
Daniel Dietch, Mayor

ATTEST:

_____
Town Clerk

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

_____
Lynn M. Dannheisser
Town Attorney

DUVAL Ford

GOVERNMENT SALES

Quote

DATE 11/5/2012
ORDER NO.
VIN
COLOR

BILLING INFORMATION		CONTRACT HOLDER
Agency	SURFSIDE	Duval Ford Fleet Sales
Contact	RICHARD WILLIAMS	Christy Self
Phone	305 861 4862	(Work) 904-388-2144
FAX		(Fax) 904-387-6816
MOBILE		christy.self@duvalford.com
Email:	RWILLIAMS@TOWNOFSURFSIDEFL.GOV	1616 Cassat Ave. Jax, FL 32210
Address		

Florida Sheriffs Association

Sales Quote 41218
Contract Number 12.20.0905
12.10.0905

Code	Equipment	Contract $
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3K	THIRD KEY	$126
CE575	5 YR/75,000 MILE EXTRA CARE WARRANTY, $0 DEDUCTIBLE	$1,590
	COLOR TO BE NOTED ON PURCHASE ORDER	
Total		$18,042.00

Town of Surfside
Commission Communication

Agenda Item #: 3J

Agenda Date: January 15, 2013

Subject: Amendment to the Contract for the Miami Dade County Association of Chiefs of Police Countywide Prisoner Processing Project Interface

Background: On March 13, 2012, the Town of Surfside approved a resolution authorizing $2,869 Federal Grant funds to develop and implement the interface for the Miami Dade County Association of Chiefs of Police Countywide Prisoner Processing Project (Attachment A). The project has been extended from February 28, 2013 to June 30, 2013. The Town of Surfside is required to approve the amendment to the contract in order to participate in the project.

Recommendation: Staff recommends that the Town Commission approve the resolution authorizing the amendment to extend the Miami Dade County Association of Chiefs of Police Countywide Prisoner Processing Project Interface contract (Attachment B).

David Allen, Chief of Police

Roger M. Carlton, Town Manager

Town of Surfside
Commission Communication

Agenda Item #

Agenda Date: March 13, 2012

Subject: Automated Prisoner Processing Grant

Background: The Miami-Dade County Chiefs of Police Association was awarded federal funds from the American Recovery and Reinvestment Act for a county-wide automated prisoner processing project. Miami-Dade County is administering the grant through their Office of Grants Coordination. The Surfside Police Department has been allocated $2869 for the development and implementation of an interface between our Records Management System and the one to be used by Miami-Dade County.

Analysis: N/A

Budget Impact: $2,869 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 $2,869 to develop and implement an interface between our Records Management System and Miami-Dade County's. The contract includes 76 pages and is available in the Police Chief's office for review if desired. We did not want to artificially expand the agenda materials for an item valued at $2869.

John Di Censo
Assistant Chief

Roger M. Carlton
Manager

RESOLUTION NO. 2012-2074

RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING THE TOWN MANAGER OF THE TOWN OF SURFSIDE TO APPLY FOR THE AMERICAN RECOVERY AND REINVESTMENT ACT GRANT AVAILABLE THROUGH MIAMI-DADE COUNTY TO APPLY FOR, RECEIVE, EXPEND AND AMEND BYRNE/JAG FORMULA FUNDS AND EXECUTE AGREEMENTS WITH THE PURPOSE OF DEVELOPING AND IMPLEMENTING AN INTERFACE BETWEEN THE POLICE DEPARTMENT'S RECORD MANAGEMENT SYSTEM AND MIAMI-DADE COUNTY'S; 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 $2869.00; 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 this 13th day of March 2012.

Motion by ~~Commissioner~~ Vice Mayor Graubart, second by Commissioner Olchyk.

FINAL VOTE ON ADOPTION

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

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Lynn M. Dannheisser, Town Attorney

MIAMI-DADE COUNTY

CONTRACT

This Contract, made this 2 day of MARCH 2012, by and between Miami-Dade County, a political subdivision of the State of Florida (the "County") through its Office of Management and Budget (the "Department"), located at 111 N.W. First Street, 19th Floor, Miami, FL 33128, and the **TOWN OF SURFSIDE** located in Miami-Dade County, Florida (the "Provider"). This Contract provides the terms and conditions pursuant to which the Provider shall provide services toward the **Miami-Dade County Association of Chiefs of Police (MDCACP) Countywide Prisoner Processing Project**

WHEREAS, the County has been awarded federal funds from the Edward Byrne Memorial Justice Assistance Grant (JAG) Program – American Recovery and Reinvestment Act of 2009 (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 the services provided by the MDCACP Countywide Prisoner Processing Project by providing the federal funds awarded to Miami-Dade County to the MDCACP Countywide Prisoner Processing Project; and

WHEREAS, the County as contractor/grantee for the State of Florida is authorized to purchase said services for the MDCACP Countywide Prisoner Processing Project as an allowable activity under the ACT; and

WHEREAS, the **TOWN OF SURFSIDE** will provide technology development and integration services for the MDCACP Countywide Prisoner Processing Project; 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 **$2,869**

. 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 Attachments A and A 1

III. EFFECTIVE TERM. The effective term of this Contract shall be from **March 2, 2012 to February 28, 2013.**

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 American Recovery and Reinvestment Act of 2009 under the Drug Control and System Improvement Formula Grant Program, including Rule Chapter 11D-9 of the Florida Administrative Code, as well as 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 which are incorporated herein by reference as if fully set forth. Furthermore, the Provider 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. The Provider 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 services for the **MDCACP Countywide Prisoner Processing Project** 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 seq. 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 upon the County's approval Variances greater than ten percent (10%) in any approved line item shall require a written amendment approved by the Department.

B. 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 all services related to the **MDCACP Countywide Prisoner Processing Project** using the Expenditure Report and time sheet as it appears in Attachment D, and to do so on a monthly basis, as stated in Section XIX(B)(1). The final Expenditure Report shall be submitted no later than March 15, 2013. The Provider agrees to submit a Quarterly Project Performance Report in a manner in accordance with the form provided in Attachment C. The final Quarterly Project Performance Report shall be submitted no later than March 5, 2013.

C. The Provider agrees to mail all Monthly Expenditure Reports with supporting documentation and Quarterly Project Performance Reports to the address listed above in Section XIII.

D. The County agrees to review the Monthly Expenditure Reports and Quarterly Project Performance Reports and 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 will comply with any applicable laws, regulations and rules concerning 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 any 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 **MDCACP Countywide Prisoner Processing 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, *April 5, July 5 and October 5, 2012, January 5, and *March 5, 2013 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. (*Partial quarter)

2. Monthly Expenditure Report. The Provider shall submit the Monthly Expenditure Report and Invoice to the Office of Management and Budget by, April 15, May 15, June 15, July 15, August 15, September 15, October 15, November 15 and December 15, 2012, January 15, February 15 and March 15, 2013 covering the expenditures to be reimbursed for the previous month. The Monthly 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 adjustments shall be at the County's sole discretion.

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 the Miami-Dade County Office of Management and Budget (OMB), 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 A1:	A-Form XML Description
Attachment B:	Budget
Attachment C:	Quarterly Project Performance Report
Attachment D:	Monthly 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

TOWN MANAGER
Title

ROGER M. CARLTON
Name (typed)

ATTEST:

By:

By:
(Corporate Seal)

ATTEST:

HARVEY ~~RUVIN, CLERK~~

By:
DEPUTY CLERK Gene Spencer
3/9/12

COUNTY COMMISSIONERS DADE COUNTY FLORIDA

MIAMI-DADE COUNTY, FLORIDA

By:
Carlos A. Gimenez
Mayor
for

SUMMARY OF ATTACHMENTS

ATTACHMENT A	Scope of Services
ATTACHMENT A1	A-Form XML Description
ATTACHMENT B	Program 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
ATTACHNENT E3	State Public Entities Crime Affidavit
ATTACHMENT F	Provider's Disclosure of Subcontractors and Suppliers

ATTACHMENT A

Agency: TOWN OF SURFSIDE

Contact Person: Ass. Chief J. Di Censo

Address: 9293 Harding Ave
Surfside, FL 33154

Contact Numbers: 305-861-4862

Project: MDCACP Countywide Prisoner Processing - Interface

Program Dates: 3/2/2012 – 2/28/2013

PROJECT NARRATIVE

The objective of the MDCACP Countywide Prisoner Processing Project is to expedite the booking process by having arrest information available at correctional/detention facilities by the time the officer arrives with the arrestee by automating the arrest affidavit (A-Form) for those agencies that utilize a paper arrest affidavit or by collecting data from existing automated solutions. By storing all arrest information in a central repository, data sharing and investigative analysis of arrest information will be facilitated.

The automated A-Form application will allow law enforcement officers (LEO) to enter arrest information in on-line and off-line modes from a mobile or desktop environment. This IT solution will significantly improve the quality of arrest data and its maintenance, operational efficiencies related to arrest data usage and accessibility, response times by LEO, data sharing capabilities, and community patrol visibility. Successful implementation of the automated A-Form solution will bring a multitude of benefits to the entire MDC criminal justice community and also provide a model for replication to all law enforcement agencies across the State and the nation. The contract for the development and implementation of this project was awarded to Thinkstream.

The TOWN OF SURFSIDE having its own automated Records Management System (RMS), has chosen to engage their RMS vendor to develop program code in support of an interface between the Thinkstream A-Form Automation Solution and the existing RMS for arrest and statute information. . Note: some agencies have opted not to include the statutes in the interface. This would have to be agency specific.

The TOWN OF SURFSIDE as denoted under Planned Measures Page 2 of this attachment shall participate in the development and implementation of the A-Form solution interface by conducting analysis, developing program code, conducting, testing, deployment, and providing production assistance.

SCOPE OF SERVICES FOR the TOWN OF SURFSIDE

Activities

Participate in the development and implementation of the interface between the Thinkstream A-Form Automation Solution and the RMS while maintaining the MDCACP Automation of the A-Form as a primary objective.

Contractual Services:

IT Vendor responsible for application knowledge transfer, extracting and validating of data from the A-Form application (approx. 19.12999 hours).

Planned Measures

The TOWN OF SURFSIDE Customer Decision Makers* will assign subject matter experts to attend meetings. These representatives will be responsible for accurately representing their business units' needs to the Project Team and validating the deliverables that describe the product or service that the project will produce. The staff assigned should have the authority to provide inputs and respond definitively to questions and issues discussed. Representatives will remain engaged throughout the duration of the project. In the event, that a representative is unable to participate, a replacement with comparable skills will be assigned by the impacted agency to maintain project momentum and progress.

* **Customer Decision Makers** - Responsible for achieving consensus of their business units on project issues and outputs and communicating it to the Project Manager; attend project meetings as requested by the Project Manager; review and approve process deliverables and provide subject matter expertise to the Project Team.

The TOWN OF SURFSIDE shall be responsible for the following tasks as they relate to the A-Form interface development deliverables of the project:

- Participating in the analysis of business processes as they relate to the interface between the Thinkstream A-Form Automation Solution and the RMS.
- Participating in integrated application and system testing and validating testing results.
- Providing deployment support. Documenting process changes, as applicable.
- Scheduling appropriate staff for training regarding changes.
- Communicating any internal concurrent project or automation initiative that may impact the implementation of the interface.
- Attending all project work group meetings as required.
- Attending any additional meetings as required by the Office of Management and Budget.

Monitoring Plan

The TOWN OF SURFSIDE shall submit the following documentation to the Office of Management and Budget (OMB) in a complete and timely manner:

- Monthly Expenditure Reports
- Copy of current contract with the IT vendor
- Activity Schedules/Time Sheets for work performed by the IT vendor
- Copies of purchase orders for IT vendor
- Copies of invoices from IT vendor for work performed on this project
- Quarterly Project Performance Reports

MIAMI-DADE COUNTY
miamidade.gov

Management and Budget
Grants Coordination
111 NW 1st Street • 19th Floor
Miami, Florida 33128
T 305-375-4742 F 305-375-4049

January 2, 2013

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

RE: Contract Award for the MDCACP Countywide Prisoner Processing Project Interface

Dear Chief Allen:

We are pleased to inform you that the MDCACP Countywide Prisoner Processing project has been extended from February 28 to June 30, 2013. For this reason it is necessary to execute an amendment to your MDCAC Interface contract which was executed on March 9, 2012.

We are providing you with copies of three (3) original amendments for your project. Each of the three amendments must have the ORIGINAL signatures of the Manager/Mayor and City Clerk, and must have the city seal affixed on the signature page. Upon signing by your city officials, the amendments are to be returned to the Office of Management and Budget (OMB), Grants Coordination. Our staff will complete the execution process for the County and send you a fully executed amendment for your records.

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

Please feel free to contact me at (305) 375-2108 or mic3@miamidade.gov should you have any questions. Thank you in advance for your prompt attention to this matter.

Sincerely,

Michaela Doherty
Project Planner

Enclosures

AMENDMENT # 1
TO FY 2013 CONTRACT BETWEEN
MIAMI-DADE COUNTY
AND
THE TOWN OF SURFSIDE

Miami-Dade County by and through its Office of Management and Budget located at 111 NW 1st Street, 19th Floor, Miami, Florida 33128 (hereinafter referred to as "the County") and the Town of Surfside (hereinafter referred to as the "Provider") hereby agree on this ____ day of _____, 2012 to amend the Agreement dated the 9th day of March, 2012 between the County and the Provider (hereinafter referred to as "the Agreement")

WHEREAS, the County and the Provider entered into the Agreement, dated the 9th day of March, 2012 for the provision of services toward the **Miami-Dade County Association of Chiefs of Police (MDCACP) Countywide Prisoner Processing Project;**
and

WHEREAS, the County passed Resolution R-1032-09, authorizing the County Manager to receive and expend anti-drug abuse funds from the Edward Byrne Memorial Justice Assistance Grant; and

WHEREAS, the grant has been extended from February 28, 2013 to June 30, 2013;

NOW, THEREFORE, the Agreement is amended as follows:

I. GRANT END DATE. The new effective term for this grant is March 2, 2012 through June 30, 2013.

II. If any conflict in language exists between the Agreement and this Amendment 1, the language in this Amendment 1 shall prevail.

III. All terms and conditions of the Agreement not affected by this Amendment 1 are still in full force and effect.

IV. The terms and conditions of Amendment 1 are hereby made a part of the Agreement and are binding upon the County and the Provider.

V. This Amendment shall be effective on the date it has been signed by both parties and shall expire on the same date as the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this two (2) page amendment to be executed by its duly authorized officials.

MIAMI-DADE COUNTY

By: _____

Name: Carlos A. Gimenez

Title: Mayor

Date: _____

WITNESS:

_____

_____
Name

By: _____

Name: _____

Title: _____

Date: _____

WITNESS:

_____

_____
Name

RESOLUTION NO. 2013-___

A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE ("TOWN"), FLORIDA AUTHORIZING THE TOWN MANAGER TO EXECUTE AMENDMENT #1 TO THE FY 2013 CONTRACT BETWEEN MIAMI-DADE COUNTY AND THE TOWN IN ORDER TO EXTEND THE MIAMI-DADE COUNTY ASSOCIATION OF CHIEFS OF POLICE (MDCACP) PRISONER PROCESSING PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of Surfside adopted Resolution No. 2012-2074 approving a contract with Miami-Dade County to provide services for the Countywide Prisoner Processing Project ("Project") from March 2, 2012 to February 28, 2013 (See Attachment "A"); and

WHEREAS, Miami-Dade County has extended the contract for the Project from February 28, 2013 to June 30, 2013 (See Attachment "B" Amendment #1 To FY 2013 Contract Between Miami-Dade County And The Town of Surfside).

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. Authorization. The Town Commission authorizes the Town Manager to execute Amendment #1 to FY 2013 Contract Between Miami-Dade County and the Town of Surfside which extends the Project from February 28, 2013 to June 30, 2013 and to do all things necessary to complete the terms of the execution of this Resolution.

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

PASSED AND ADOPTED this _____ day of _____ 2013.

Motion by Commissioner _____, second by Commissioner _____.

FINAL VOTE ON ADOPTION

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

_____
Daniel Dietch, Mayor

ATTEST:

_____
Sandra Novoa
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Lynn M. Dannheisser, Town Attorney

MIAMI-DADE COUNTY

CONTRACT

This Contract, made this 2 day of MARCH 2012, by and between Miami-Dade County, a political subdivision of the State of Florida (the "County") through its Office of Management and Budget (the "Department"), located at 111 N.W. First Street, 19th Floor, Miami, FL 33128, and the **TOWN OF SURFSIDE** located in Miami-Dade County, Florida (the "Provider"). This Contract provides the terms and conditions pursuant to which the Provider shall provide services toward the **Miami-Dade County Association of Chiefs of Police (MDCACP) Countywide Prisoner Processing Project**

WHEREAS, the County has been awarded federal funds from the Edward Byrne Memorial Justice Assistance Grant (JAG) Program – American Recovery and Reinvestment Act of 2009 (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 the services provided by the MDCACP Countywide Prisoner Processing Project by providing the federal funds awarded to Miami-Dade County to the MDCACP Countywide Prisoner Processing Project; and

WHEREAS, the County as contractor/grantee for the State of Florida is authorized to purchase said services for the MDCACP Countywide Prisoner Processing Project as an allowable activity under the ACT; and

WHEREAS, the **TOWN OF SURFSIDE** will provide technology development and integration services for the MDCACP Countywide Prisoner Processing Project; 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 **$2,869**

. 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 Attachments A and A 1

III. EFFECTIVE TERM. The effective term of this Contract shall be from **March 2, 2012 to February 28, 2013.**

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 American Recovery and Reinvestment Act of 2009 under the Drug Control and System Improvement Formula Grant Program, including Rule Chapter 11D-9 of the Florida Administrative Code, as well as 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 which are incorporated herein by reference as if fully set forth. Furthermore, the Provider 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. The Provider 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 services for the **MDCACP Countywide Prisoner Processing Project** 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 seq. 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 upon the County's approval Variances greater than ten percent (10%) in any approved line item shall require a written amendment approved by the Department.

B. 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 all services related to the **MDCACP Countywide Prisoner Processing Project** using the Expenditure Report and time sheet as it appears in Attachment D, and to do so on a monthly basis, as stated in Section XIX(B)(1). The final Expenditure Report shall be submitted no later than March 15, 2013. The Provider agrees to submit a Quarterly Project Performance Report in a manner in accordance with the form provided in Attachment C. The final Quarterly Project Performance Report shall be submitted no later than March 5, 2013.

C. The Provider agrees to mail all Monthly Expenditure Reports with supporting documentation and Quarterly Project Performance Reports to the address listed above in Section XIII.

D. The County agrees to review the Monthly Expenditure Reports and Quarterly Project Performance Reports and 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 will comply with any applicable laws, regulations and rules concerning 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 any 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 **MDCACP Countywide Prisoner Processing 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, *April 5, July 5 and October 5, 2012, January 5, and *March 5, 2013 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. (*Partial quarter)

2. Monthly Expenditure Report. The Provider shall submit the Monthly Expenditure Report and Invoice to the Office of Management and Budget by, April 15, May 15, June 15, July 15, August 15, September 15, October 15, November 15 and December 15, 2012, January 15, February 15 and March 15, 2013 covering the expenditures to be reimbursed for the previous month. The Monthly 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 adjustments shall be at the County's sole discretion.

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 the Miami-Dade County Office of Management and Budget (OMB), 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 A1:	A-Form XML Description
Attachment B:	Budget
Attachment C:	Quarterly Project Performance Report
Attachment D:	Monthly 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

TOWN MANAGER
Title

ROGER M. CARLTON
Name (typed)

ATTEST:

By:

By: _____
(Corporate Seal)

ATTEST:

HARVEY ~~RUVIN, CLERK~~

By:
DEPUTY CLERK Gene Spencer
3/9/12

COUNTY COMMISSIONERS DADE COUNTY FLORIDA

MIAMI-DADE COUNTY, FLORIDA

By: _____
Carlos A. Gimenez
for Mayor

AMENDMENT # 1
TO FY 2013 CONTRACT BETWEEN
MIAMI-DADE COUNTY
AND
THE TOWN OF SURFSIDE

Miami-Dade County by and through its Office of Management and Budget located at 111 NW 1st Street, 19th Floor, Miami, Florida 33128 (hereinafter referred to as "the County") and the Town of Surfside (hereinafter referred to as the "Provider") hereby agree on this ____ day of _____, 2012 to amend the Agreement dated the 9th day of March, 2012 between the County and the Provider (hereinafter referred to as "the Agreement")

WHEREAS, the County and the Provider entered into the Agreement, dated the 9th day of March, 2012 for the provision of services toward the **Miami-Dade County Association of Chiefs of Police (MDCACP) Countywide Prisoner Processing Project;**
and

WHEREAS, the County passed Resolution R-1032-09, authorizing the County Manager to receive and expend anti-drug abuse funds from the Edward Byrne Memorial Justice Assistance Grant; and

WHEREAS, the grant has been extended from February 28, 2013 to June 30, 2013;

NOW, THEREFORE, the Agreement is amended as follows:

I. GRANT END DATE. The new effective term for this grant is March 2, 2012 through June 30, 2013.

II. If any conflict in language exists between the Agreement and this Amendment 1, the language in this Amendment 1 shall prevail.

III. All terms and conditions of the Agreement not affected by this Amendment 1 are still in full force and effect.

IV. The terms and conditions of Amendment 1 are hereby made a part of the Agreement and are binding upon the County and the Provider.

V. This Amendment shall be effective on the date it has been signed by both parties and shall expire on the same date as the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this two (2) page amendment to be executed by its duly authorized officials.

MIAMI-DADE COUNTY

By: _____

Name: Carlos A. Gimenez

Title: Mayor

Date: _____

WITNESS:

_____

_____
Name

By: _____

Name: _____

Title: _____

Date: _____

WITNESS:

_____

_____
Name

Town of Surfside
Commission Communication

Agenda Item #: 4A1

Agenda Date: October 9, 2012

Subject: Building Frontage Ordinance

From: Roger M. Carlton, Town Manager
Sarah Sinatra Gould, AICP, Town Planner

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

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

> *"Section 90-51 regulates the maximum continuous wall frontage of buildings. Currently, the code only requires changes in wall plane. The code makes no mention of a maximum building length or building length limitations. Consequently, in its current form, building length could be unlimited.*
>
> *For example, if a city block is about 600 feet, minus 30 feet in combined north and south setbacks, our code would permit a building 570 feet long. This amendment proposes a maximum building length of no greater than 270 feet. Perimeter setbacks and the incremental step backs of 1 foot for every 3 feet above 30 feet in height should be retained.*
>
> *Although my preference is no greater than 150 feet of continuous wall frontage, I do recognize that such a limitation may not be practical considering a 30 year old policy in the comprehensive plan that recognizes the likelihood of continued property aggregation. Therefore a building no longer than the size of what could fit on ½ a city block (e.g., the Best Western site) seems like a reasonable compromise."*

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

Budget Impact: N/A

Growth Impact: N/A

Staff Impact: N/A

Sarah Sinatra Gould, AICP, Town Planner

Roger M. Carlton, Town Manager

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

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

(1) H30C: For every 50 feet, a minimum three foot change in wall plane.

(2) H40: For every seventy-five (75) feet, a minimum six foot change in wall plane.

(3) H120: For every 100 feet, a minimum six-foot change in wall planes. The change shall be either vertical or horizontal.

(4) Structured parking garages: see section 90-49.4

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

Sec. 90-180. Maximum frontage and depth of buildings.
The intent of the maximum frontage and depth of buildings regulations is to preserve the existing and historical scale and character of these zoning districts of moderate to high density lodgings apartments and motels with typical 50-foot and 75-foot frontage in the RD-1, RD-2 and RM-1 districts and beachfront apartments and hotels in the RT-1 district of 100-foot to 150-foot widths, accented with front courtyards, landscaped terraces and through view corridors, and to foster compatible scale relationshipswith abutting districts, so as to assure adequate light, air and open space within and adjacent to these zoning districts.

(1) In the RD-1 and RD-2 districts, building walls facing a public right-of-way shall not exceed 50 feet in length measured parallel to the public right-of-way. Maximum total building width or depth shall not exceed 100 feet. Adjacent segments of the building wall facing the public right-of-way shall vary in their setback by not less than 25 feet. Spaces (with building walls on three sides) formed by such setbacks or recesses in the building wall shall have a minimum width of 25 feet measured parallel to the public street right-of- way. The open areas created by such setback variations shall be substantially landscaped with over-story and under-story plant material further to reinforce the visual separation of building wall segments and reduce the scale of the overall structure.

(2) In the RM-1 district, building walls facing a public right-of-way shall not exceed 75 feet in length measured parallel to the public right-of-way. Maximum total building width or depth shall not exceed 150 feet. Adjacent segments of the building wall facing the public right-of-way shall vary in their setback by not less than 25 feet. Spaces (with building walls on three sides) formed by such setbacks or recesses in the building wall shall have a minimum width of 35 feet measured parallel to the public right-of-way. The open areas created by such setback variations shall be substantially landscaped with over-story and under-story plant material further to reinforce the visual separation of building wall segments and reduce the scale of the overall structure.

(3) The maximum frontage of any building on Collins Avenue (north to south) located in the RT-1 district shall not exceed 150 feet. No building in the RT-1 district may be erected, constructed or reconstructed with a depth in excess of 200 feet.

(4) All buildings so constructed shall meet all other requirements set forth for the district in which they are located.
(Code 1960, § 18-31; Ord. No. 1418, § 2, 7-10-01)

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

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

(1) H30C: For every 50 feet, a minimum three foot change in wall plane.

(2) H40: For every seventy-five (75) feet, a minimum six foot change in wall plane.

(3) H120: For every 100 feet, a minimum six-foot change in wall planes. The change shall be either vertical or horizontal.

(4) Structured parking garages: see section 90-49.4

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

ORDINANCE NO. __- _____

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

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

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

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

WHEREAS, the Planning and Zoning Board, as the Local Planning Agency for the Town, held its hearing on the proposed amendments to the Code of Ordinances on October 25, 2012; and

WHEREAS, the Town Commission held its first duly noticed public hearing on these regulations on October 9, 2012 and recommended approval of the proposed amendments to the Code of Ordinances, having complied with the notice requirements by the Florida Statutes; and

WHEREAS, the Town Commission has conducted a second duly noticed public hearing on these regulations as required by law on January 15, 2013 and further finds the proposed change to the Code necessary and in the best interest of the community.

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

Section 1. Recitals. The foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

Section 2. Code Amendment. The code of the Town of Surfside, Florida is hereby amended as follows:

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

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

(1) *H30C:* For every 50 feet, a minimum three foot change in wall plane.

(2) *H40:* For every seventy-five (75) feet, a minimum six foot change in wall plane.

(3) *H120:* For every 100 feet, a minimum six-foot change in wall planes. The change shall be either vertical or horizontal.

(4) Structured parking garages: see section 90-49.4

Section 3. Severability. If any section, subsection, clause or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

Section 4. Conflict. All sections or parts of sections of the Town of Surfside Code of Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.

Section 5. Inclusion in the Code of Ordinances. It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word "ordinance" may be changed to "Section" or other appropriate word.

Section 6. Effective Date. This Ordinance shall be effective ten (10) days after adoption on second reading.

PASSED and ADOPTED on first reading this ____ day of _____, 2012.

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

_____
Daniel Dietch, Mayor

Attest:

_____
Sandra Novoa, CMC
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Lynn M. Dannheisser, Town Attorney

On First Reading Moved by: _____

On Second Reading Seconded by: _____

Vote:

Commissioner Graubart	yes____	no_____
Commissioner Kligman	yes_____	no_____
Commissioner Olchyk	yes_____	no_____
Vice- Mayor Karukin	yes_____	no_____
Mayor Daniel Dietch	yes_____	no_____

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 Carlton, Town Manager**

DATE: **October 9, 2012**

SUBJECT: **Amendment to Chapter 90 Planning & Zoning to merge function of DRB into P & Z Board functions**

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

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

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

ORDINANCE NO. ____-_____

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

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

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

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

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

WHEREAS, the Planning and Zoning Board, as the local planning agency for the Town, shall conduct a hearing on the proposed amendment on October 25, 2012 with due public notice and input; and a second duly noticed public hearing on these regulations as required by law on January 15, 2013 and further finds that the proposed changes to the Code are necessary and in the best interests of community.

THE COMMISSION OF THE TOWN OF SURFSIDE HEREBY ORDAINS:

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

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

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

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

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

3) *Officers:* The board shall elect one of its members as chairman and one of its members as vice-chairman, at its first regular meeting in April of each year. In the event of the resignation, removal, or inability of the chairman to serve, the vice-chairman shall succeed to the chairman position for the unexpired term; and the board shall, thereupon, elect one of its members as vice-chairman for the unexpired term. The chairman shall preside at all meetings. In the chairman's absence, the vice-chairman shall preside. The chairman shall submit all board reports and recommendations to the town commission, by and through the chairman, vice-chairman or the town commission liaison member. The town shall provide a secretary for the board and the town clerk shall be custodian of all records, books and journals of the board.
4) *Board member term(s):* The term of each board member appointment shall begin on the last Thursday of April of the year in which the board member is appointed and end when a successor board member is appointed or on the last Thursday in April, whichever dates comes first. The term of any board member filling a vacancy created on the board as provided in paragraph (5) shall begin at the time of the board members appointment and end the last Thursday in April or whenever a replacement is appointed.
5) *Vacancies:* A vacancy shall exist: (1) on the date that any member ceases to possess the minimum required membership qualifications provided herein; ~~or~~ (2) when a board member has been absent from three consecutive regularly convened board meetings or has been absent from five regularly convened board meetings within a board year, or (3) if the appointing Commissioner resigns or his position otherwise becomes vacant during his/her term. Vacancies on the board shall be filled by appointment for the unexpired term in the same manner as original appointments are made provided however, if the seat shall remain vacant longer than a three (3) month period for any reason, the Town Commission collectively by majority appoint a temporary member until such Commission position is filled in accordance with the Town Charter and Code.
6) *Transition Provision:* Inasmuch as the enactment of this Ordinance will occur mid-term, and the P & Z Board as currently composed contains no architect, any architect currently serving on the DRB at the time of enactment, shall continue to serve in an ex officio capacity with the P & Z Board as a nonvoting member and that the comments of that ex officio member will be considered and accorded equal weight with those who vote. Upon the expiration of the term of the current
P & Z Board, this provision shall become null and void.

***

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

1. *Board year:* The board year shall commence on the last Thursday of April in each year.

2. *Meetings on zoning matters/timeframe:* Regular board meetings for zoning matters shall be held on the last Thursday of each month. The chair may call special meetings and may cancel or continue meetings as may be necessary.

~~3. *Meetings on design review matters/timeframe:* The board shall meet as needed on design review matters. The chairman may call special meetings and may cancel or continue meetings as may be necessary.~~

~~4. *Order of presentation for zoning matters and design review matters:* In order to avoid unnecessary project costs and delays, the board shall address and finalize each project zoning matter prior to initiating each project design review, to the extent applicable.~~

~~5.~~ 3. *Location of all board meetings:* All board meetings shall be held in the Town Hall or Community Center.

Sec. 90-17. - Powers and duties.

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

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

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

~~meetings shall constitute a quorum and at least one of the four members shall be a licensed architect.~~ The design review process is set forth as follows:

~~(1)~~

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

(2)

Design review procedure:

a.

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

b.

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

c.

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

(3)

Design review application fees are set forth in the town designated fee schedule.

(4)

All meetings ~~of the design review board~~ shall be publicly noticed.

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

***

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

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

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

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

90-19.8 The following are required for submittal to the planning and zoning board for design review ~~board~~:

***

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

***

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

(1)

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

(2)

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

(a)

The DRG member shall review the site plan and prepare comments. The comments shall be forwarded to the town manager or designee. The comments shall be addressed by the applicant, if applicable. The town manager or designee shall hold a development review group meeting with appropriate town staff and the applicant to discuss the comments.

(b)

After the revisions and upon review of the final site plan by the DRG members, the site plan will be scheduled for the next available town ~~design review board and~~ planning and zoning board meetings. ~~If possible, the planning and zoning board meeting and the design review board meeting should be held on the same date. The materials required under subsection 90-19.8 should not be duplicated for both the planning and zoning board meeting and design review board meeting. They shall be considered one submittal package.~~

(3)

Submittal requirements for DRG, and the planning and zoning ~~and design review~~ board are provided below.

***

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

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

***

Sec. 90-23. - Conditional uses.

***

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

(1) The proposed use shall be consistent with the Comprehensive Plan and the Zoning Code;
(2) The establishment, maintenance or operation of the proposed use shall not be detrimental to or endanger the public health, safety, or general welfare;
(3) The proposed use shall be compatible with the community character of the

immediate neighborhood. In addition to compatibility there must be congruity between the subject development and neighboring improvements and surroundings including but not limited to form, spacing, heights, setbacks, materials, color, rhythm and pattern of architectural or aesthetic interest or value as well as with any overlays and other development schemes or legislation.
(4) Adequate provisions shall be included for parking and safe traffic movement, both vehicular and pedestrian, both internal to the use and in the area which will serve the use;
(5) Adequate measures exist including landscaping or other buffering measures or shall be taken to mitigate any adverse effects of noise, light or other potential nuisances; and
(6) The establishment of the conditional use shall not impede the development of surrounding properties for uses permitted in the zoning district; and
(7) Any other condition imposed by the ~~Design Review~~ Planning and Zoning Board and/or the Development Impact Committee.

Sec. 90-70. - Sign permits.

***

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

***

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

Section 4. Inclusion in the Code. It is the intention of the Mayor and Town Commission of the Town of Surfside, and it is hereby ordained, that the provisions of this ordinance shall become and be made a part of the Code of the Town of Surfside, Florida. The

sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section", "article", or other appropriate word.

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

Section 6. Effective Date. This ordinance shall become effective in ten (10) days after second reading.

PASSED and ADOPTED on First Reading the ___ day of _____, 2012.

PASSED and ADOPTED on Second Reading this _____ day of _____, 2013.

_____
Daniel Dietch, Mayor

ATTEST:

_____
Sandra Novoa, Town Clerk

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:

_____
Lynn M. Dannheisser
Town Attorney

On Final Reading Moved by: _____
On Final Reading Seconded by: _____

VOTE ON ADOPTION:

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

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 Carlton, Town Manager**

DATE: **November 13, 2012**

SUBJECT: Amendment to Lobbyist Registration and adoption of forms

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

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

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

ORDINANCE NO. _____

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

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

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

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

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

Section 1. **Recitals**. The foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this ordinance

Section 2. **Code Amendment**. The Code of the Town of Surfside, Florida is hereby amended as follows:

Section 2-235. – Lobbying.

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

(1) *Definitions*. For purposes of this section, the following words, terms and phrases shall have the meanings as indicated below.

a. *Town personnel.* Those Town officers and employees specified to include the mayor and town commissioners, town board or town committee members, and all town employees.

b. *Lobbyist.* All persons, firms, or corporations employed or retained by a principal who seeks to encourage the passage, defeat, or modifications of (1) ordinance, resolution, action or decision of the town commission; (2) any action, decision, recommendation of town board or committee; or (3) any action, decision or recommendation of Town personnel during the time period of the entire decision-making process on such action, decision or recommendation which foreseeably will be heard or reviewed by the town commission, or a town board or committee. "Lobbyist" specifically includes the principal, as defined in this section, as well as any agent, officer or employee of a principal, regardless of whether such lobbying activities fall within the normal scope of employment of such agent, officer or employee. The term "lobbyist" specifically excludes any person who only appears as a representative of a not-for-profit corporation or entity (such as charitable organization, a trade association or trade union), without special compensation or reimbursement for the appearance, whether direct, indirect, or contingent, to express support or opposition to any item ~~or attorneys who represent a client in relation to any quasi-judicial matter.~~

c. *Principal.* All persons, firms, or corporations who employ a lobbyist.

(2) Lobbyist Registration, Fees, Renewal and Withdrawal.

a. All lobbyists shall register with the Town Clerk before engaging in any lobbying activities in the Town. Every person required to register as a lobbyist shall:

i. Register as a lobbyist.

1. Complete the annual lobbyist registration form, as prepared by the town clerk, stating under oath his or her name, business address, and the name and business address of each person or entity which has employed the registrant to lobby. If the lobbyist represents a corporation, it shall also be identified.
2. Without limiting the foregoing, the lobbyist shall also identify all persons holding, directly or indirectly, a five percent (5%) or more ownership interest in the corporation, partnership, or trust.

ii. Pay an annual lobbyist registration fee of $250.00.

iii. Register and disclose terms for each principal represented.

1. Complete the annual principal registration form, as prepared by the Town Clerk, prior to conducting any lobbying for each principal (client) being lobbied. Such application shall include a requirement that the lobbyist state under oath, his or her name, business address, the name and business address of each person or entity by which s/he has been employed to lobby, as well as a letter of permission signed by the person, entity, principal or the principal's representative, stating that the lobbyist is authorized to represent him/her/it, together with a disclosure of ~~whether any bonuses, success fees, or other consideration shall be received for such lobbying activities.~~ the terms and amount of compensation paid by each principal to the lobbyist. Each lobbyist and his/her principal shall attach a copy of a fee letter and specify whether any bonuses, success fees, or other consideration shall be received for such lobbying activities. In the alternative, such

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

2. Pay an annual Principal Registration fee of $100.00.
3. However, if multiple lobbyists from the same firm represent the same principal, only one registration and applicable fee are required to be filed for that principal. Any lobbyist from the same firm may submit the necessary documents.

iv. File a lobbyist expenditure report.

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

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

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

***

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

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

Section 5. **Conflict**. All sections or parts of sections of the Town of Surfside Code of Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.

Section 6. **Effective Date**. This Ordinance shall be effective ten (10) days after adoption on second reading.

PASSED and ADOPTED on first reading the _____

PASSED and ADOPTED on second reading the _____

_____
Daniel Dietch, Mayor

ATTEST:

_____
Sandra Novoa, CMC, Town Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
Lynn M. Dannheisser, Town Attorney

On First Reading Moved by:_____

On Second Reading Seconded by:_____

Vote:

Mayor Daniel Dietch	yes_____	no_____
Vice Mayor Michael Karukin	yes_____	no_____
Commissioner Graubart	yes_____	no_____
Commissioner Kligman	yes_____	no_____
Commissioner Olchyk	yes_____	no_____

TOWN OF SURFSIDE

LOBBYIST EXPENDITURE REPORT FORM

Office of the Town Clerk, 9293 Harding Avenue, Surfside, FL 33154

Telephone (305 8610-4863 Fax (305) 861-1302

Calendar Year: _____

_____

Town Clerk's Date Stamp

NOTE:
- **All Lobbyist and Principal (Client) Registrations automatically expire on December 31st of each year.**
- **A separate Principal (Client) registration is required for each principal (client).**
- **Each person who withdraws as a lobbyist must file a "Notice of Withdrawal" with the Town Clerk.**
- **Lobbyist Expenditure Reports must be filed with the Town Clerk by January 15th of each year.**
- **Lobbyist Expenditure Reports must be filed even if you have no expenditures for the calendar year.**
- **All lobbyist & principal registration forms, reports, & notices of withdrawal shall be submitted to the Town Clerk.**

I. Lobbyist Information

_____

Last Name | First Name | Middle Initial

_____

Business/Firm Name

_____

Business Address | City | State | Zip

(_____)_____(_____)_____

Phone | Fax | E-Mail

II. Expenditures

Expenditures include, but are not limited to meals, entertainment, research, communications, media/advertising, publications, travel, lodging, special event, gifts for public officers and employees, and more for the preceding calendar year.

Item	Amount	Name and Address of Person on Behalf of Whom Expenditure Was Made	Nature of kind of expenditure for or on behalf of lobbyist.
1.			
2.			
3.			
4.			

II. Lobbyist Oath

"I, the undersigned registrant, do hereby depose under oath and say that the information disclosed herein and on any attachment hereto is true and correct."

_____

Signature of Lobbyist

State of Florida, County of _____

Sworn to and subscribed before me this _____

day of _____, *200*_____.

_____Personally known or _____Produced ID

Type of ID Produced: _____

_____

Notary Public in and for the State of Florida at Large

Notary Seal:

For Office Use Only: Accepted Rejected If rejected, state reason _____

Date Logged: _____/_____/_____ Initials: _____

TOWN OF SURFSIDE

LOBBYIST REGISTRATION FORM

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

Calendar Year: _____

_____
Town Clerk's Date Stamp

NOTE:
- **All Lobbyist and Principal (Client) Registrations automatically expire on December 31st of each year.**
- **A separate Principal (Client) registration is required for each principal (client).**
- **Each person who withdraws as a lobbyist must file a "Notice of Withdrawal" with the Town Clerk.**
- **Lobbyist Expenditure Reports must be filed with the Town Clerk Clerk by January 15th of each year.**
- **Lobbyist Expenditure Reports must be filed even if you have no expenditures for the calendar year.**
- **All lobbyist & principal registration forms, reports, & notices of withdrawal shall be submitted to the Town Clerk.**

I. Lobbyist Information

_____
Last Name | First Name | Middle Initial

_____
Business/Firm Name

_____
Business Address | City | State | Zip

(_____)_____(_____)
Phone | Fax | E-Mail

II. Lobbyist Oath

"I do solemnly swear that all facts contained on this Lobbyist Registration Form are true and correct and that I have read and am familiar with the provisions of Town of Surfside Code Section _____, including registration, reporting, fee disclosure, and withdrawal requirements contained therein."

_____
Signature of Lobbyist

State of Florida, County of _____
Sworn to and subscribed before me this _____
day of _____, *200*_____.

_____Personally known or _____Produced ID
Type of ID Produced: _____

_____
Notary Public in and for the State of Florida at Large
Notary Seal:

Pursuant to Section _____ of the Town of Surfside Municipal Code, have you been employed by the Town within the last two years?

Yes No If yes, state position held. _____

Pursuant to Section _____ of the Town of Surfside Municipal Code, any person who registers as a lobbyist shall state the extent of any business or professional relationship with any member of the Town Commission. _____

_____

I have enclosed my $250.00 Annual Registration Fee.

For Office Use Only: Fee: **$250.00 effective through 12/31/_____** Check #_____

Accepted Rejected If rejected, state reason _____
Date Logged: _____/_____/_____ Initials: _____

TOWN OF SURFSIDE
LOBBYIST WITHDRAWAL FORM

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

Calendar Year: _____

_____
Town Clerk's Date Stamp

NOTE:
- **All Lobbyist and Principal (Client) Registrations automatically expire on December 31st of each year.**
- **A separate Principal (Client) registration is required for each principal (client).**
- **Each person who withdraws as a lobbyist must file a "Notice of Withdrawal" with the Town Clerk.**
- **Lobbyist Expenditure Reports must be filed with the Town Clerk by January 15th of each year.**
- **Lobbyist Expenditure Reports must be filed even if you have no expenditures for the calendar year.**
- **All lobbyist & principal registration forms, reports, & notices of withdrawal shall be submitted to the Town Clerk.**

I. Lobbyist Information

_____
Last Name First Name Middle Initial

_____
Business/Firm Name

_____
Business Address City State Zip

(_____)_____ (_____)_____
Phone Fax E-Mail

II. Principal Information

_____
Last Name First Name Middle Initial

_____
Business/Firm Name

_____
Business Address City State Zip

(_____)_____ (_____)_____
Phone Fax E-Mail

Date Representation Ended: _____

Subject Matter: _____

_____

_____
Signature of Lobbyist

For Office Use Only: Date Logged: _____/_____/_____ Initials: _____

TOWN OF SURFSIDE
PRINCIPAL (CLIENT) REGISTRATION AND FEE DISCLOSURE FORM

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

Calendar Year: _____

_____
Town Clerk's Date Stamp

NOTE:
- **All Lobbyist and Principal (Client) Registrations automatically expire on December 31st of each year.**
- **A separate Principal (Client) registration is required for each principal (client).**
- **Each person who withdraws as a lobbyist must file a "Notice of Withdrawal" with the Town Clerk.**
- **Lobbyist Expenditure Reports must be filed with the Town Clerk by January 15th of each year.**
- **Lobbyist Expenditure Reports must be filed even if you have no expenditures for the calendar year.**
- **All lobbyist & principal registration forms, reports, & notices of withdrawal shall be submitted to the Town Clerk.**

I. Lobbyist Information

_____
Last Name First Name Middle Initial

_____
Business/Firm Name

_____
Business Address City State Zip

(_____)_____(_____)_____
Phone Fax E-Mail

II. Principal Information

$100 Fee Due: No Fee Due: *Duplicate Clients of* _____.

_____
Last Name First Name Middle Initial

_____
Business/Firm Name

_____
Business Address City State Zip

(_____)_____(_____)_____
Phone Fax E-Mail

Other Principals or Interests holding directly or indirectly a 5% or more ownership interest (pursuant to Section _____ of the Town of Surfside Municipal Code).

_____

_____

_____

Subject Matter (Must be specific & describe in detail!): _____

_____

_____

Identify each individual (Mayor, Commissioner, Board, Committee, or City staff) to be lobbied: _____

_____

TOWN OF SURFSIDE
PRINCIPAL (CLIENT) REGISTRATION AND FEE DISCLOSURE
FORM Town of Surfside - Office of the Town Clerk, 9293 Harding Avenue, Surfside, Florida 33154
Telephone (305) 861-4863 Fax (305) 861-1302

Calendar Year: _____

III. Fee Disclosure Check one.

Town of Surfside Municipal Code Section _____ requires the disclosure of terms and amount of compensation (to be) paid by each principal to the lobbyist with regard to the specific issue on which the lobbyist has been engaged to lobby.

Attached is a copy of the fee letter, indicating any bonuses, success fees, or other considerations to be received for said lobbying activity.

Or

The terms and amount of compensation (to be paid) to lobbyist with regard to the specific issue on which the lobbyist has been engaged is as follows:

Terms: _____

Conditions: _____

Other: _____

Note: Violation of this ordinance or any false statements made on this disclosure statement may render decisions on issues being lobbied voidable.

IV. Oaths

Lobbyist:

I, the undersigned registrant, do hereby depose under oath and say that the information disclosed herein and on any attachment hereto is true and correct.

_____
Signature of Lobbyist

State of Florida, County of _____
Sworn to and subscribed before me this _____ *day of*
_____, *20* _____.
_____Personally known or _____Produced ID
Type of ID Produced: _____

_____
Notary Public in and for the State of Florida at Large
Notary Seal:

Principal:

I, the undersigned registrant, do hereby depose under oath and say that the information disclosed herein and on any attachment hereto is true and correct.

_____
Signature of Principal

State of Florida, County of _____
Sworn to and subscribed before me this _____ *day of*
_____, *20*_____.
_____Personally known or _____Produced ID
Type of ID Produced: _____

_____
Notary Public in and for the State of Florida at Large
Notary Seal:

For Office Use Only: $100 Fee Due: Check # _____ No Fee Due: *Duplicate Clients of* _____

Accepted Rejected If rejected, state reason _____

Date Logged: _____/_____/_____ Initials: _____

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 Carlton, Town Manager**

DATE: **December 11, 2012**

SUBJECT: **Amendment to Short Term Rental ordinance to allow for alternative notice and amendment to paragraph references**

This amendment changes Ordinance No. 1573, Section 2, adopted on May 10, 2011 to require that in the event the certified mail notification is returned as unclaimed or refused the Town may provide notice by posting on the property and send the notice by first-class mailing to the record property owner. We are also using this as an opportunity to correct a number reversal in the same paragraph of the codified version of the ordinance that is a reference to Section 90.41.5 in two places in which should read Section 90.41.1 and Section 90.41.5 now refers to Section 1-8 (Penalty for Violations).

ORDINANCE NO. __-_____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 "ZONING" AND SPECIFICALLY AMENDING SECTION 90-41.1 "SHORT TERM RENTAL OF SINGLE FAMILY DWELLINGS, TWO-FAMILY DWELLINGS, MULTI-FAMILY DWELLINGS AND TOWNHOUSES" OF THE TOWN OF SURFSIDE CODE OF ORDINANCES PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission (the "Commission") by Ordinance 1573, § 2, 5-10-11 adopted regulations for renting single family, two-family multi-family, and townhome dwelling units by seasonal residents in the interest of public health, safety, and welfare; and

WHEREAS, the Town recognizes and addresses ambiguity in the original Ordinance 1573 § 2,5-10-11 pertaining to the notice and enforcement provisions with reference to previous sections; and

WHEREAS, the Town Commission shall have conducted the required duly noticed public hearings on these regulations.

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

Section 1. Recitals. The foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

Section 2. Code Amendment. The code of the Town of Surfside, Florida is hereby amended as follows:

Sec. 90-41.1. - Short term rental of single family dwellings, two-family dwellings, multi-family dwellings and townhomes.

*** (c) *Resort tax and enforcement.*

(1) *Payment of resort tax required.* Owners are subject to payment of the resort taxes as establish by the laws of the Town of Surfside.

(2) *Violations of this section:*

a. Are subject to the following fines. The special master may not waiver or reduce fines set by this section.

i. First violation: $500.00.

ii. Second violation within the preceding 12 months: $1,500.00.

iii. Third violation within the preceding 12 months: $5,000.00.

iv. Fourth or greater violation within the preceding 12 months: $7,500.00.

b. In addition to or in lieu of the foregoing, the town may seek injunctive relief.

c. Any code compliance officer may issue notices for violations of this ordinance, with enforcement of section 90.41.~~5~~ 1 and alternative enforcement of section ~~90.41.5~~ 1-8 as provided in Chapter ~~90~~ 1 of this Code. Violations shall be issued to the owner, manager, real estate broker or agent, or authorized agent, or any other individual or entity that participates in or facilitates the violation of this section. In the event the record owner of the property is not present when the violation occurred or notice of violation issued, a copy of the violation shall be served by certified mail on the owner at its mailing address in the property appraiser's records,in the event the notice is returned as unclaimed or refused, notice may be provided by posting on the property, and a courtesy notice by first class mail to the contact person identified in subsection (4)c. above.

***

Section 3. Severability. If any section, subsection, clause or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

Section 4. Conflict. All sections or parts of sections of the Town of Surfside Code of Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.

Section 5. Inclusion in the Code of Ordinances. It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word "ordinance" may be changed to "Section" or other appropriate word.

Section 6. Effective Date. This Ordinance shall be effective ten (10) days after adoption on second reading.

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

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

_____
Daniel Dietch, Mayor

Attest:

_____
Sandra Novoa
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Lynn M. Dannheisser, Town Attorney

On First Reading Moved by:_____

On Second Reading Seconded by:_____

Vote:

Mayor Daniel Dietch yes_____ no_____

Vice Mayor Michael Karukin	yes_____ no_____
Commissioner Graubart	yes_____ no_____
Commissioner Kligman	yes_____ no_____
Commissioner Olchyk	yes_____ no_____

Town of Surfside
Town Commission Meeting
January 15, 2013
7 p.m.
Town Hall Commission Chambers - 9293 Harding Ave, 2nd Floor
Surfside, FL 33154

DISCUSSION ITEM MEMORANDUM

Title: **Sensible Gun Laws Resolution**

Submitted by: Daniel Dietch, Mayor

Objective: To provide direction to the Town Attorney to draft a resolution supporting sensible gun laws in alignment with the Mayors Against Illegal Guns Coalition.

Consideration: As you may know I joined the Mayors Against Illegal Guns Coalition (MAIG) in 2010 and in coordination with the Town Manager and Police Chief have been supporting MAIG's efforts to responsibly address legislative gun reforms that balance the rights provided under the Second Amendment to the United States Constitution and reasonable legal controls for the benefit of a civilized society. In the wake of many senseless acts of violence, most recently the Newtown shootings on December 14, 2012, where two semi-automatic handguns were used to murder 27 people including 20 children at Sandy Hook elementary school, it is time for our Commission to stand together and with communities across the country (including more than 40 in Florida) to pass a resolution supporting sensible gun laws. This resolution will be especially important for MAIG to demonstrate support when bills addressing priority issues come before Congress. A draft resolution is presented in Attachment A as a template for consideration.

attachment

See proposed resolution on page 158

ATTACHMENT A

Mayor and Commission

Town of Surfside

– DRAFT –

Res. No. _____

Resolution calling on the federal government to reduce gun violence in America and help prevent future mass shootings through passage of: the Fix Gun Checks Act, which would require a background check for every gun sale and ensure that all criminals and other dangerous people who are prohibited from buying a gun are listed in the national instant criminal background check system; as well as legislation that would keep military-style weapons and high-capacity magazines off our streets, and would make gun trafficking a federal crime..

In Support of the Fix Gun Checks Act and Other Measures to Reduce Gun Violence

WHEREAS, the National Instant Criminal Background Check System (NICS) is an effective tool to keep guns out of the hands of criminals and other dangerous individuals, and this system has blocked 1.9 million illegal gun purchases and permit applications in the past two decades; and

WHEREAS, despite this success, the system is undermined by legal loopholes and missing records that enable too many dangerous individuals to obtain weapons they later use in crimes; and

WHEREAS, it is estimated that state and federal agencies have failed to report more than one million records of persons with dangerous mental illness into the NICS database; and

WHEREAS, on April 16, 2007, Seung-Hui Cho shot and killed 32 people at Virginia Tech with guns that were legally purchased because records of his mental health status were missing from the NICS; and

WHEREAS, on January 8, 2011, Jared Loughner, someone with a reported history of drug abuse and serious mental illness who should have been in the NICS database but was not, killed six Tucsonans – Christina-Taylor Green, Dorothy Morris, Judge John Roll, Dorwan Stoddard, Phyllis Schneck, and Gabe Zimmerman – and shot 13 others, including U.S. Congresswoman Gabrielle Giffords; and

WHEREAS, on July 20, 2012, James Holmes, using a semi-automatic rifle and other guns, allegedly shot and killed 12 people and injured at least 58 others in a movie theater in Aurora, CO, using some of the thousands of rounds of ammunition that the shooter had recently purchased online without any background check; and

WHEREAS, on August 5, 2012, Wade Michael Page, using a semi-automatic handgun, allegedly shot and killed 6 people and injured 3 others at a Sikh temple in Oak Creek, WI; and

WHEREAS, on October 21, 2012, Radcliffe Haughton, using a semi-automatic handgun, shot and killed his estranged wife and two others; and though a restraining order had been issued against Haughton – making him a prohibited person under federal law – Haughton was able to avoid a background check by purchasing the gun from a private seller through armslist.com.

WHEREAS, in the wake of the Newtown shootings on December 14, 2012, Adam Lanza, using two semi-automatic handguns, shot and killed 27 people, including 20 children at Sandy Hook elementary school.

WHEREAS, in the wake of the Virginia Tech shootings, Virginia and other states have submitted hundreds of thousands of new mental health records into the NICS database, yet 19 states have each submitted fewer than 100 mental health records since that massacre; and

WHEREAS, under federal law licensed gun dealers are mandated to conduct NICS checks before proceeding with a sale, but this requirement does not apply to so-called private sellers who are present in large numbers at gun shows and sell guns over the internet; and

WHEREAS, it is estimated that 6.5 million guns were sold privately in the U.S. between November 2011 and November 2012, and undercover investigations have shown that many private sellers at gun shows and online will proceed with sales even when they are made aware that prospective purchasers cannot pass a background check; and

WHEREAS, more than 12,000 Americans are murdered with guns every year, and too many of these crimes are committed by individuals who are barred from purchasing or possessing guns under Federal law; and

WHEREAS, other tragedies including the 1999 Columbine High School shooting in Colorado, the 2010 attack on law enforcement at the Pentagon, and the 2012 mass shooting at a Pittsburgh psychiatric clinic were perpetrated by individuals who obtained guns through unregulated private sales, with no paperwork required and no questions asked; and

WHEREAS, the Fix Gun Checks Act has been introduced in the U.S. Congress, and this legislation would address the two major flaws in the nation's gun background check system by improving compliance with federal record reporting requirements, and by requiring background checks for all U.S. gun sales; and

WHEREAS, 90 percent of Americans and 90 percent of gun owners support fixing gaps in the gun background check database, and 86 percent of Americans, 82 percent of gun owners

nationwide, and 74 percent of NRA members support mandatory criminal background checks for all gun sales; and

WHEREAS, Surfside has been a strong advocate for common-sense policies that keep guns out of dangerous hands while respecting the rights of law-abiding gun owners, and strongly believes that Congress and state governments should take action to close deadly gaps in the NICS; and

WHEREAS, more than 50 national organizations support closing gaps in the gun background check database and requiring a background check for all gun sales, including the U.S. Conference of Mayors, National Urban League, National Association for the Advancement of Colored People, and the National Coalition Against Domestic Violence, the International Association of Chiefs of Police, the Major Cities Chiefs Association and the Police Executive Research Forum; and

WHEREAS, the Fix Gun Checks Act is strongly supported by Mayors Against Illegal Guns, a national, bipartisan coalition of more than 800 mayors, who represent more than 58 million Americans;

NOW, THEREFORE, BE IT RESOLVED, that the Surfside will work to push for increased reporting of mental health and other relevant records into the NICS database; and

BE IT FURTHER RESOLVED, that the Surfside urges immediate passage of The Fix Gun Checks Act in the United States Congress; and

BE IT FURTHER RESOLVED, that the Surfside urges immediate passage of legislation that would get military-style weapons and high-capacity magazines away from our community and especially our schools; and

BE IT FURTHER RESOLVED, that the Surfside urges immediate passage of legislation that would make gun trafficking a federal crime; and

BE IT FURTHER RESOLVED, that the Surfside, echoing the call of gun violence survivors and family members, calls on both President Obama and the U.S. Congress to put in place concrete reforms to reduce gun violence nationwide and help prevent future mass shootings; and

BE IT FURTHER RESOLVED, that Surfside's Mayor and Commission will join with domestic violence prevention advocates, faith leaders, law enforcement officials, and other elected officials to make clear that failure to strengthen gun laws at the national level will continue to fuel gun violence in big and small cities throughout the country; and

BE IT FINALLY RESOLVED, that Surfside's Mayor and Commission requests the Clerk of the Town of Surfside to transmit this memorial to all members of Florida's Congressional Delegation, and to the Obama administration.

Agenda Item # 5A

Agenda Date: January 15, 2013

Subject: Town of Surfside Response to the Newtown, CT Tragedy of December 14, 2012

The Town Manager's email of December 17, 2012 (Attachment 1) expressed the mood the entire nation is experiencing and called on a unified and prompt response as a community and municipality to this tragedy. The resulting responses from the Mayor, Vice Mayor and Commissioners Graubart and Kligman echo this sentiment and are also included here (Attachments 2 – 5). This memorandum provides a reference of the Town's actions to date and identifies initiatives in process.

On December 17, 2012 sixty (60) Mayors from across the country, including Mayor Dietch, met via conference call as part of Mayors Against Illegal Guns Coalition. A letter was drafted and sent to the White House and Congress (Attachment 6) on December 19, 2012 outlining seven steps that can be tackled to help address the issue including required background checks for all gun sales and restrict assault weapons and high-capacity magazines.

The Town Commission has an Agenda item to address at the January 15, 2013 meeting: a Resolution supporting a ban on assault rifles and high-capacity magazines.

In addition to this Resolution proposed by the Mayor, the following is a summary of the actions from the Surfside Police Department:

Chief Allen met with the Chiefs and Command Staffs of Bal Harbour and Bay Harbour Islands on Thursday December 20, 2012 at the Ruth K Broad K-8 Center and conducted a walk through to access the school's security situation with the Principal.

The Surfside Police Officers, who are members of the Miami Beach SWAT Team, conducted a training exercise with the training officers of the Bal Harbour and Bay Harbour Islands Police Departments on clearing schools at the school on January 2, 2013. In turn these officers will train all members of the three agencies on an active shooter event. Presently the Principal has a Code Red school lockdown system in place for the teachers and students. Diagrams, access points, and keys to the school will be secured. In case of an event, staging areas for police, parents, and the media have been identified. Observation posts, traffic and inner perimeter positions, as well as a location for the entry team have also been identified. There will be a follow-up meeting approximately a week after with the Chiefs and the Principal. All Miami-Dade Police Chiefs will meet with the County's School Superintendent in early January to address school security.

Chief Allen also provided all Town staff with information on good practices for coping with an active shooter in the work environment. This information is also available to Surfside residents on the Town's website home page under the Town News sections (www.townofsurfsidefl.gov) .

The Town Commission will be kept informed as this process develops.

Town Manager
Roger M. Carlton

Attachment 1:

On Dec 17, 2012, at 5:11 PM, "Roger Carlton" <RCarlton@townofsurfsidefl.gov> wrote:

The pictures of the beautiful little children and the heroic adults whose lives were stolen last Friday are haunting and will remain with me for a very long time. Having four young grandchildren one of whom started kindergarten this year added to the fear and loathing over these events. President Obama made it clear last night that these events can no longer be tolerated. Three Members of the Town Commission have asked me to come up with some recognition of the event. After some thought, I believe that a resolution is just not sufficient and that something more long term and oriented toward a solution is in order.

To that end, I would suggest a community dialog on the need to limit access to and availability of assault weapons. We could sponsor a dialog with our neighboring communities and demonstrate that we are not afraid to discuss this critical issue. Of course, having the discussion has risks of its own by drawing attention to Surfside and we would have to take precautions. As you know, my son-in-law is a Captain in the Army and served heroically in Iraq. He received a Purple Heart and a Bronze Star during his 15 month tour. When we visited my daughter's family at Ft. Bliss, her husband took me to the shooting range and I shot serious caliber semi-automatic weapons under controlled circumstances. Let me say without equivocation, these weapons have only one purpose despite the rights afforded in the Second Amendment...to kill. In my mind there is no justification for ownership by civilians for these weapons.

It is with heavy heart that I send this memorandum to you. Your thoughts are much appreciated so that we come up with an appropriate response quickly.

Attachment 2:

a) From: Daniel Dietch
Sent: Monday, December 17, 2012 4:01 PM
To: Roger Carlton
Cc: David Allen; Rory Alberto
Subject: RE: Today at 2:45pm EST - Coalition Conference Call To Discuss Action in Wake of Newtown Mass Shooting

More than 60 mayors were represented on the call. The primary advocacy focus of the Coalition includes the following:

1. Background checks for all gun sales (Federal uniformity);
2. Make unlicensed weapon trafficking a Federal crime; and
3. Restrict assault weapons and high-capacity magazines.

More to follow...

b) From: Daniel Dietch
Sent: Wednesday, December 19, 2012 3:34 PM
To: Roger Carlton

Cc: David Allen; Sandra Novoa
Subject: RE: Final Coalition Letter to White House and Congress - Please Circulate Widely
Please share with the Town Commission.
Also and as suggested below, please consider options to distribute the attached to local media outlets, law enforcement officials, violence prevention advocates – and especially your own U.S. Senators and member of Congress.

From: Mayors Against Illegal Guns [info@mayorsagainstillegalguns.org]
Sent: Wednesday, December 19, 2012 12:54 PM
To: Mayors Against Illegal Guns
Subject: Final Coalition Letter to White House and Congress - Please Circulate Widely
Dear Coalition Mayors and Staff:

Please find attached the final coalition letter (see Attachment 6) being sent to the White House and Congress today. Thank you for reviewing and providing comment on this document, and for the overwhelming participation on Monday's coalition conference call.

We encourage you to share this letter with local media outlets, law enforcement officials, violence prevention advocates – and especially your own U.S. Senators and member of Congress. In the coming days, coalition staff will be communicating with each mayor's office to provide any and all information you need in this outreach effort.

We also want to thank President Obama, who just announced that he will urge Congress to take up measures to require a criminal background check for all gun sales and to ban dangerous, military-style assault rifles. Your collective advocacy – including council resolutions, public statements, and phones call to legislators, all within the past few days – no doubt played a very important part in this message. We look forward to working closely with the President, Vice President and Congress to pursue those reforms.

For more information, please do not hesitate to contact Dina Siegal (dina.siegal@cityofboston.gov / 617-635-3817) in Mayor Menino's office or Brian Levinson (blevinson@cityhall.nyc.gov / 212-788-2439) in Mayor Bloomberg's office.

Thank you for your tremendous advocacy.
--Staff of the coalition co-chairs
Demand a Plan Campaign Website:
www.demandaplan.org
Coalition Facebook Page:
www.facebook.com/maigcoalition
Coalition Twitter Handle and Hashtags:
@demandaplan
#DemandAPlan

Attachment 3:
From: Michelle Kligman <mkligman@townofsurfsidefl.gov>
Date: Mon, 17 Dec 2012 07:56:13 -0500
To: Roger Carlton<RCarlton@townofsurfsidefl.gov>
Cc: Elected Officials<ElectedOfficials@townofsurfsidefl.gov>
Subject: Newtown, CT - Our Children, Our Community
Roger,
The massacre of 26 children and adults at Sandy Hook Elementary on Friday elicited horror around the world, soul-searching in the United States, fresh political debate about gun control and questions about the incomprehensible

– what drove the suspect to act? Our nation mourns, as all flags in the US are at half-staff, honoring the victims of this terrible tragedy. I have spoken to many of the parents and residents of Surfside and we all, myself included, seem to be heartbroken over unimaginable horrific act. Many can't help but see the similarities between our communities - we are also a small town, tight knit, family community. Many have asked me what we can do as a community. Some have suggested elected/town officials organize a prayer vigil or something alike. Your thoughts?

Attachment 4:
From: mkarukin [mailto:mkarukin@townofsurfsidefl.gov]
Sent: Monday, December 17, 2012 8:03 AM
To: Roger Carlton
Cc: Elected Officials; Lynn Dannheisser; Miriam Maer
Subject: Re: Newtown, CT - Our Children, Our Community
No prayers
Moment of silence is fine but no prayers.
michael
Sent via BlackBerry by AT&T

Attachment 5:

a) From: Joe Graubart
Sent: Monday, December 17, 2012 10:20 AM
To: Michelle Kligman; Roger Carlton
Cc: Elected Officials
Subject: Re: Newtown, CT - Our Children, Our Community

I spent the early morning today at rkbbhi k8 - you could see a sadness weariness in parents eyes
The three mayors / managers may want to do something - i am in support of this
A statement /resolution re assault weapons from the three communities may be in order as well?
Joe
Sent from my Verizon Wireless Droid

b) From: Joe Graubart
Sent: Tuesday, December 18, 2012 9:12 AM
To: Roger Carlton; Elected Officials
Cc: David Allen; Tim Milian; Lynn Dannheisser; Miriam Maer (gmhauke@gmail.com)
Subject: RE: Appropriate Recognition for the Events in Newtown, Connecticut.

Hello:
A resolution supporting a ban on assault rifles.
A letter of Condolence to the First Selectman (Their Version of Mayor) Newtown, CT. - Sandy Hook is a borough of The Town of Newtown.
If deemed appropriate, a letter from our Chief SPD to their Chief (along with 'patch') expressing the concerns of assault rifles, etc.
And, a desire of the Town of Surfside, Florida to express its sadness by contributing (money) to the memorial they eventually decide upon – planting trees, a fountain, etc.
A member of the Color Guard (SPD) and optionally/additionally an elected official, to attend/participate in any 'concluding' Memorial Service.

Attachment 6:

MAYORS AGAINST ILLEGAL GUNS ★ MAYORS AGAINST ILLEGAL GUNS ★ www.mayorsagainstillegalguns.org

December 19, 2012

President Barack Obama
The White House
1600 Pennsylvania Avenue
Washington, DC 20500

Dear President Obama,

On Friday, December 14th the entire nation watched as parents stood outside the Sandy Hook Elementary School and waited, desperately hoping to be reunited with their children. That moment will never end for the families of the 20 children and six adults who were murdered that day at the school.

As mayors, we are charged with keeping our communities safe. But too many of us have sat with mothers and fathers of children killed with guns. Twenty-four children enrolled in public schools in your hometown of Chicago were shot to death just last year.

At the moving memorial service on Sunday evening, you said: "If there is even one step we can take to save another child or another parent or another town from the grief that has visited Tucson and Aurora and Oak Creek and Newtown and communities from Columbine to Blacksburg before that – then surely we have an obligation to try."

Our bipartisan coalition of more than 750 mayors has joined forces with over 700,000 Americans and more than 100 survivors of deadly shootings, including the mass shootings you mentioned in your remarks. Together, we urge you to put forward an agenda that is rooted in common sense and that will make it harder for dangerous people to possess guns, and easier for police and prosecutors to crack down on them. That agenda should:

- **Require every gun buyer to pass a criminal background check:** Background checks are the only systematic way to stop felons, domestic abusers and other dangerous people from buying firearms. These checks are instantaneous and highly effective. Since its inception, the National Instant Criminal Background Check System (NICS) has blocked firearms purchases at licensed dealerships by millions of individuals who are barred by federal law from owning them. But criminals and other prohibited purchasers avoid these checks by buying firearms, including online and at gun shows, from unlicensed "private sellers" who are not required by federal law to conduct the checks. Millions of gun sales
— estimated at more than 40 percent of the U.S. annual total — are conducted through private sellers. The Fix Gun Checks Act (H.R.1781 / S.436) would close this enormous gap in our laws by requiring a criminal background check for every gun sale.

- **Get high capacity rifles and ammunition magazines off our streets:** Military-style weapons and high capacity ammunition magazines have no appropriate civilian or sporting function. They are designed to kill large numbers of people quickly. They are also disproportionately

used to kill law enforcement officers; approximately one out of five law enforcement officers slain in the line of duty is killed with assault weapons. The

time has come to review the federal assault weapons ban that expired in 2004 and draft a new law that is clear and enforceable and will take these weapons out of our communities.

- **Make gun trafficking a federal crime:** Today, there is no clear and effective statute making gun trafficking a crime. Prosecutors are instead forced to rely on a weak law prohibiting engaging in the business of selling guns without a federal license, which carries the same punishment as trafficking chicken or livestock. As a result, according to the Justice Department's Inspector General, U.S. Attorneys decline to prosecute 25 percent of those cases while declining only 9 percent of drug conspiracy cases. Mayors Against Illegal Guns supports proposals to empower law enforcement to investigate and prosecute straw purchasers, gun traffickers, and their entire criminal networks.

Those ideas require action by Congress, but there steps you and your Administration could and should take immediately to curb gun violence:

- **Appoint an ATF director:** The Bureau of Alcohol, Tobacco, Firearms & Explosives (ATF), the federal agency responsible for enforcing our gun laws, has gone without a confirmed director for more than six years. During that time, criminals and those with serious mental illness have been able to take advantage of insufficient enforcement of existing federal gun laws, and an estimated 72,000 Americans have been murdered with guns. In 2011, for the first time in over a decade, more police officers were shot to death in the line of duty than were killed in automobile accidents. The need for leadership at the ATF has never been more urgent. The time has come for you to make a recess appointment to fill the vacancy at the top of the ATF.

- **Prosecute prohibited purchasers who attempt to buy firearms, ammunition or high-capacity magazines:** The Justice Department should vigorously prosecute felons and other prohibited purchasers who fail gun background checks. In 2009, the Federal Bureau of Investigation referred more than 71,000 such cases to ATF, but U.S. Attorneys ultimately prosecuted only 77 of them. Prosecuting these offenders is a goal broadly supported by our coalition and the National Rifle Association. The Department should also develop a mechanism for sharing NICS denial information with local and state law enforcement officials by sending them active alerts; or, at a minimum, posting the information at the National Criminal Information Center so state and local law enforcement officials can access it during investigations.

- **Require federal agencies to report records to NICS:** The NICS Improvement Act of 2007 requires federal agencies to submit mental health, substance abuse and other records that prohibit a person from owning a gun to NICS. However, few agencies comply. In October 2011, the FBI provided data to MAIG on reporting by 60 federal agencies. Of those 60 agencies, 52 had given zero mental health records to NICS. Although total
federal agency reporting of mental health records increased by ten percent between March and October 2011, to 143,579, the vast majority of those records had been submitted by one agency, the Department of Veterans Affairs. Even fewer federal agencies are reporting drug abusers. Only three agencies — the FBI, the U.S. Coast Guard, and the Court Services and Offenders Supervision Agency (CSOSA), the probation and parole services agency for the District of Columbia — have submitted any substance abuse records, and the vast majority of federal agencies, including the Drug Enforcement Administration, have not submitted a single substance abuse record. The president should issue an executive order requiring all federal agency heads to

certify twice annually, in writing, to the U.S. Attorney General that their agency has submitted all relevant records to NICS.

- **Repeal remaining Tiahrt restrictions:** While Mayors Against Illegal Guns and our law enforcement allies have made progress in relaxing the "Tiahrt restrictions," which are riders to the federal budget that restrict access to federal gun data, some still remain. These remaining restrictions keep the public, particularly researchers and elected officials, in the dark about gun traffickers – specifically, who they are and how they operate. It also requires the FBI to destroy records of approved NICS background checks within 24 hours. That makes it harder to detect law-breaking dealers who fake their records, or to identify straw buyers who undergo the checks on behalf of someone who couldn't pass. The Tiahrt Amendments also say ATF can't require dealers to inspect their inventory, which could reduce the tens of thousands of guns that go missing or are stolen each year. Finally, the police and other law enforcement agencies that get trace data can't use it in license revocation proceedings or in civil litigation. The administration should repeal these restrictions in its next budget.

In the past few days, the American people came together in a national outpouring of grief and sympathy for the families of victims slain in the mass shooting in Newtown. We share in that grief. But our constituents are also outraged and looking for leadership from the White House. We look forward to working with you to find a solution to gun violence in our country.

Sincerely,

Thomas M. Menino
Mayor of Boston
Coalition Co-Chair

Michael R. Bloomberg
Mayor of New York City
Coalition Co-Chair

CC: Majority Leader Harry Reid, U.S. Senate
Minority Leader Mitch McConnell
Speaker John Boehner, U.S. House of Representatives
Minority Leader Nancy Pelosi, U.S. House of Representatives

Signed by the Members of Mayors Against Illegal Guns:

Mayor Samuel L. Jones, Mobile, Alabama
Mayor Omar Neal, Tuskegee, Alabama
Mayor Satish I. Hiremath, Oro Valley, Arizona
Mayor Greg Stanton, Phoenix, Arizona
Mayor Jennifer Eckstrom, South Tucson, Arizona
Mayor Jonathan Rothschild, Tucson, Arizona
Mayor Larry S. Bryant, Forrest City, Arkansas
Mayor Arnell Willis, Helena, Arkansas
Mayor Lawrence Owens, Hughes, Arkansas
Mayor Patrick Hays, North Little Rock, Arkansas
Mayor Carl A. Redus, Pine Bluff, Arkansas
Mayor McKinzie Riley, Wrightsville, Arkansas
Mayor Marie L. Gilmore, Alameda, California

Mayor Tom Bates, Berkeley, California Mayor Cheryl Cox, Chula Vista, California Mayor Eugene Montanez, Corona, California Mayor Jennifer West, Emeryville, California

Mayor Gus Morrison, Fremont,
California Mayor Maria Orozco,
Gonzales, California Mayor James T.
Butts, Jr., Inglewood, California Mayor
Sukhee Kang, Irvine, California
Mayor Bob Foster, Long Beach, California
Mayor Antonio Villaraigosa, Los Angeles,
California
Mayor Lou La Monte, Malibu,
California Mayor Rob Schroder,
Martinez, California Mayor Paul
Eaton, Montclair, California
Mayor R Michael Kasperzak Jr., Moutain View,
California
Mayor Jean Quan, Oakland, California
Mayor Stephen P. Pougnet, Palm Springs,
California
Mayor Bill Bogaard, Pasadena,
California Mayor Luis I. Molina,
Patterson, California Mayor David
Glass, Petaluma, California
Mayor L. Dennis Michael, Rancho Cucamonga,
California
Mayor Gayle McLaughlin, Richmond, California

Mayor Kevin Johnson, Sacramento, California
Mayor Patrick J. Morris, San Bernardino, California
Mayor Edwin M. Lee, San Francisco, California
Mayor Andrew F. Kotyuk, San Jacinto, California
Mayor Chuck Reed, San Jose, California
Mayor Stephen H. Cassidy, San Leandro, California
Mayor Miguel Pulido, Santa Ana, California
Mayor Helene Schneider, Santa Barbara, California
Mayor Don Lane, Santa Cruz, California
Mayor Larry Forester, Signal Hill, California
Mayor Ann Johnston, Stockton, California
Mayor Jeffrey Prang, West Hollywood, California
Mayor Christopher Cabaldon, West Sacramento, California
Mayor Matthew Appelbaum, Boulder, Colorado
Mayor Michael B. Hancock, Denver, Colorado
Mayor Randy P. Penn, Englewood, Colorado
Mayor Marjorie Sloan, Golden, Colorado
Mayor Carolyn Cutler, Lafayette, Colorado
Mayor Bob Murphy, Lakewood, Colorado
Mayor Robert Muckle, Louisville, Colorado
Mayor Marc A. Snyder, Manitou Springs, Colorado
Mayor Joe Gierlach, Nederland, Colorado
Mayor Joyce Downing, Northglenn, Colorado
Mayor Don Stephens, Salida, Colorado
Mayor Andrew Muckle, Superior, Colorado
Mayor Stuart Fraser, Telluride, Colorado
Mayor Adam Salina, Berlin, Connecticut
Mayor Bill Finch, Bridgeport, Connecticut
Mayor Scott D. Jackson, Hamden, Connecticut
Mayor Pedro E. Segarra, Hartford, Connecticut
Mayor Daniel Drew, Middletown, Connecticut
Mayor John DeStefano, New Haven, Connecticut
Mayor Daryl Justin Finizio, New London, Connecticut
Mayor Richard A. Moccia, Norwalk, Connecticut
Mayor Ryan Bingham, Torrington, Connecticut
Mayor Neil M. O'Leary, Waterbury, Connecticut
Mayor Scott Slifka, West Hartford, Connecticut
Mayor John M. Picard, West Haven, Connecticut
Mayor Vincent C. Gray, Washington, DC
Mayor Michael J. Smith, Blades, Delaware
Mayor John P. Buchheit III, Delaware City, Delaware
Mayor Diane C. Hanson, Dewey Beach, Delaware
Mayor James L. Ford III, Lewes, Delaware
Mayor Kenneth Branner, Middletown, Delaware
Mayor Susan Gottlieb, Aventura, Florida Mayor
Jean Rosenfield, Bal Harbour, Florida Mayor
Woodrow L. Hay, Boynton Beach, Florida Mayor
Marilyn Gerber, Coconut Creek, Florida Mayor
James C. Cason, Coral Gables, Florida Mayor
Peggy Noland, Deerfield Beach, Florida Mayor
Bruce B. Mount, Eatonville, Florida
Mayor Craig Lowe, Gainesville, Florida
Mayor Glenn Singer, Golden Beach, Florida
Mayor Charles Sanders, Greenwood, Florida
Mayor Joy Cooper, Hallandale Beach, Florida
Mayor Peter J. M. Bober, Hollywood, Florida
Mayor Kenneth M. Shultz, Hypoluxo, Florida
Mayor Mary Lou Hildreth, Keystone Heights, Florida
Mayor Gow B. Fields, Lakeland, Florida
Mayor Patricia Gerard, Largo, Florida
Mayor Barrington Russell, Lauderdale Lakes, Florida
Mayor Richard Kaplan, Lauderhill, Florida
Mayor Howard A. Schieferdecker, Maitland, Florida
Mayor Tomas Regalado, Miami, Florida
Mayor Matti H. Bower, Miami Beach, Florida
Mayor Lori C. Moseley, Miramar, Florida
Mayor Connie Leon Kreps, North Bay Village, Florida
Mayor John Brady, North Lauderdale, Florida
Mayor Andre Pierre, North Miami, Florida
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Muoio, West Palm Beach, Florida Mayor
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Kasim Reed, Atlanta, Georgia
Mayor Deke Copenhaver, Augusta, Georgia
Mayor William F. Floyd, Decatur, Georgia
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Mayor Earnestine D. Pittman, East Point, Georgia
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Mayor Robert A. B. Reichert, Macon, Georgia
Mayor June D. Bradfield, McRae, Georgia
Mayor Kathie deNobriga, PineLake, Georgia
Mayor Jere Wood, Roswell, Georgia
Mayor Patricia Wheeler, Stone Mountain, Georgia
Mayor Ralph Moore, Union City, Georgia
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Mayor Peter Carlisle, Honolulu, Hawaii
Mayor Bernard P. Carvalho, Jr., Kauai, Hawaii
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Mayor Christopher Koos, Normal, Illinois
Mayor Leon Rockingham, Jr., North Chicago, Illinois
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Mayor Mark Kruzan, Bloomington, Indiana
Mayor Tom C. Henry, Fort Wayne, Indiana
Mayor Karen Freeman-Wilson, Gary, Indiana

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Mayor Robert E. Scott, Sioux City, Iowa
Mayor Buck Clark, Waterloo, Iowa
Mayor Carl Brewer, Wichita, Kansas
Mayor Gene McMurry, Carrollton, Kentucky
Mayor Greg Fischer, Louisville, Kentucky
Mayor Melvin "Kip" Holden, Baton Rouge, Louisiana
Mayor Mitchell J. Landrieu, New Orleans, Louisiana
Mayor Rodney A. Grogan, Patterson, Louisiana
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Mayor Charlotte M. Warren, Hallowell, Maine
Mayor Michael Brennan, Portland, Maine
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Mayor Scott Galvin, Woburn, Massachusetts
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Mayor Dave Bing, Detroit, Michigan
Mayor Dayne Walling, Flint, Michigan
Mayor George Hartwell, Grand Rapids, Michigan
Mayor Karen Majewski, Hamtramck, Michigan
Mayor Virg Bernero, Lansing, Michigan
Mayor Gretchen Driskell, Saline, Michigan
Mayor Brenda L. Lawrence, Southfield, Michigan
Mayor Paul T. Schreiber, Ypsilanti, Michigan
Mayor Don Ness, Duluth, Minnesota
Mayor R.T. Rybak, Minneapolis, Minnesota
Mayor Chris Coleman, Saint Paul, Minnesota
Mayor Johnny DuPree, Hattiesburg, Mississippi
Mayor Harvey Johnson, Jackson, Mississippi
Mayor Sylvester "Sly" James, Kansas City, Missouri
Mayor Randall L. Rhoads, Lee's Summit, Missouri
Mayor Francis Slay, St. Louis, Missouri
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Mayor Colleen Mahr, Fanwood, New Jersey
Mayor Gerald R. Drasheff, Guttenberg, New Jersey
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Mayor Dawn Zimmer, Hoboken, New Jersey
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Mayor Nicholas Russo, Longport, New Jersey
Mayor Michael E. Beck, Lower Township, New Jersey
Mayor William Laforet, Mahwah, New Jersey
Mayor Michael Fressola, Manchester Twnshp, New Jersey
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Mayor Terry Grimshaw, Mexico, New York
Mayor Richard Donovan, Minoa, New York
Mayor James C. Purcell, Monroe, New York
Mayor Jeffrey Oppenheim, Montebello, New York
Mayor Gordon Jenkins, Monticello, New York
Mayor Ernest D. Davis, Mount Vernon, New York
Mayor Peter M. Blandino, Newark, New York
Mayor Judith L. Kennedy, Newburgh, New York
Mayor Donald J. Ryan, New Hartford, New York
Mayor Noam Bramson, New Rochelle, New York
Mayor Michael Bloomberg, New York, New York
Mayor Paul A. Dyster, Niagara Falls, New York
Mayor Laura Nolan, North Haven, New York

Mayor Marvin Natiss, North Hills, New York
Mayor Robert G. Ortt, North Tonawanda, New York
Mayor Joseph Maiurano, Norwich, New York
Mayor Linda L. Witte, Olean, New York
Mayor Richard P. Miller Jr., Oneonta, New York
Mayor William R. Hanauer, Ossining, New York
Mayor Brian Wona, Otisville, New York
Mayor Paul Pontieri, Patchogue, New York
Mayor Mary Foster, Peekskill, New York
Mayor Anthony Fratto, Phoenix, New York
Mayor Christopher Sanders, Piermont, New York
Mayor Donald M. Kasprzak, Plattsburgh, New York
Mayor Robert Weitzner, Port Washington, New York
Mayor John Tkazyik, Poughkeepsie, New York
Mayor John Bruno, Ravena, New York
Mayor Daniel J. Dwyer, Rensselaer, New York
Mayor Kevin Neary, Richmondville, New York
Mayor John Durkin, Roslyn, New York
Mayor Matthew Bloomfield, Russell Gardens, New York
Mayor Jeffrey L. Pond, Salamanca, New York
Mayor Grant Rohrmoser, Sandy Creek, New York
Mayor Clyde Rabideau, Saranac Lake, New York
Mayor Gregge Harrian, Savona, New York
Mayor Gary R. McCarthy, Schenectady, New York
Mayor Paul F. Gee, Scottsville, New York
Mayor Omer Cousineau, Sharon Springs, New York
Mayor John Patterson, Sherman, New York Mayor
Leonard Szymanski, Sloan, New York Mayor
Karen Strickland, South Dayton, New York
Mayor Geoffrey N. Prime, South Floral Park, New York
Mayor Patricia DuBow, South Nyack, New York
Mayor Mark Epley, Southampton, New York
Mayor Letty J. Rudes, Spectulator, New York
Mayor Joyce Lobene, Spencerport, New York
Mayor Noramie F. Jasmin, Spring Valley, New York
Mayor Dagan LaCorte, Suffern, New York
Mayor Edward Stewart III, Sylvan Beach, New York
Mayor Stephanie A. Miner, Syracuse, New York
Mayor Ronald Pilozzi, Tonawanda, New York
Mayor Louis A. Rosamilia, Troy, New York
Mayor A. Martin Petrovic, Trumansburg, New York
Mayor Beth Greenwood, Tully, New York
Mayor Michael Esmay, Upper Nyack, New York
Mayor Theodore H. Young, Waterloo, New York
Mayor Michael P. Manning, Watervliet, New York
Mayor Brian D. McCoy, Wayland, New York
Mayor David Carr, Westfield, New York
Mayor John Ramundo Jr., West Haverstraw, New York
Mayor David Goldsmith, Wesley Hills, New York
Mayor Scott M. Burto, West Carthage, New York
Mayor Thomas M. Roach, White Plains, New York
Mayor Anthony C. Leone, Jr., Yorkville, New York
Mayor Mark Chilton, Carrboro, North Carolina
Mayor Mark Kleinschmidt, Chapel Hill, North Carolina
Mayor Bill Bell, Durham, North Carolina
Mayor Jackie Holcombe, Morrisville, North Carolina
Mayor Miles Atkins, Mooresville, North Carolina
Mayor Nancy McFarlane, Raleigh, North Carolina
Mayor Victor Varela, Ronda, North Carolina
Mayor Dennis Walaker, Fargo, North Dakota
Mayor Dan Pillow, Addyston, Ohio
Mayor Donald Plusquellic, Akron, Ohio
Mayor Bernard Baranowsko, Andover, Ohio
Mayor Ronald A. Bischof, Barnesville, Ohio
Mayor Merle S. Gorden, Beachwood, Ohio
Mayor Daniel Pocek, Bedford, Ohio
Mayor Fletcher Berger, Bedford Heights, Ohio
Mayor John Licastro, Bratenahl, Ohio
Mayor Samuel J. Alai, Broadview Heights, Ohio
Mayor David Seagraves, Brookville, Ohio
Mayor Lowell E. Anderson, Caldwell, Ohio
Mayor William J. Healy II, Canton, Ohio
Mayor Tammy D. Drobina, Carroll, Ohio
Mayor Diana Stockmaster, Centerburg, Ohio
Mayor Mark Mallory, Cincinnati, Ohio
Mayor Frank Jackson, Cleveland, Ohio
Mayor Edward Kelley, Cleveland Heights, Ohio
Mayor Danny Stacy, Cleves, Ohio
Mayor Michael Coleman, Columbus, Ohio
Mayor William Armentrout, Creston, Ohio
Mayor Gary D. Leitzell, Dayton, Ohio
Mayor Gary L. Comer, DeGraff, Ohio
Mayor Terry L. Lindeman, Doylestown, Ohio
Mayor Gary Norton, East Cleveland, Ohio
Mayor Ted Andrzejewski, East Lake, Ohio
Mayor James P. Swoger, East Liverpool, Ohio
Mayor Patricia Burnside, Englewood, Ohio
Mayor Bill Cervenik, Euclid, Ohio
Mayor Thomas H. Nagel, Fairborn, Ohio
Mayor Charles H. Johnson, Forest Park, Ohio
Mayor Gary Middlemus, Frazeysburg, Ohio
Mayor Kirk Emmert, Gambier, Ohio
Mayor Dave Nelson, Geneva-on-the-Lake, Ohio
Mayor Mark Williams, Genoa, Ohio
Mayor Alan Zaffiro, Golf Manor, Ohio
Mayor Ray E. DeGraw, Grandview Heights, Ohio
Mayor Gary Lee Young, Greenville, Ohio
Mayor Lance Westcamp, Groveport, Ohio
Mayor Richard L. Verga, Harveysburg, Ohio
Mayor Clifford Mason, Hebron, Ohio
Mayor Lou Bertrand, Hiram, Ohio
Mayor Susan J. Pelkowski, Holloway, Ohio
Mayor William A. Currin, Hudson, Ohio
Mayor Rich Blankenship, Ironton, Ohio
Mayor Jerry Fiala, Kent, Ohio
Mayor Deborah Neale, Lakeline, Ohio
Mayor David J. Berger, Lima, Ohio
Mayor Jo Ann Toczek, Linndale, Ohio
Mayor Patricia A. Fallot, Louisville, Ohio
Mayor Joseph M. Cicero Jr., Lyndhurst, Ohio
Mayor Donald Kuchta, Macedonia, Ohio
Mayor Steve Adams, Malvern, Ohio

Mayor Jeffrey A. Lansky, Maple Heights, Ohio
Mayor Joe A. Matthews, Marietta, Ohio
Mayor Bruce G. Rinker, Mayfield Village, Ohio
Mayor Robert Schwab, McComb, Ohio
Mayor Glenn W. Holmes, McDonald, Ohio
Mayor Richard Cain, Mineral City, Ohio
Mayor James B. Waller, Minerva, Ohio
Mayor Steven L. Yagelski, Montpelier, Ohio
Mayor Susan Renda, Moreland Hills, Ohio
Mayor Charles Neff, Mount Sterling, Ohio
Mayor Mike Porter, Mt. Gilead, Ohio
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Daniel R. Brooks, North College Hill, Ohio Mayor
Terrance J. McConnell, North Kingsville, Ohio Mayor
Ed Klco, North Perry, Ohio
Mayor Kathy Mulcahy, Orange Village, Ohio
Mayor David T. Handwerk, Orrville, Ohio
Mayor Richard M. Bain, Pepper Pike, Ohio
Mayor Billy R. Spencer, Piketon, Ohio
Mayor Timothy Redden, Plymouth, Ohio
Mayor Timothy Sicafuse, Poland, Ohio
Mayor David A. Malone, Portsmouth, Ohio
Mayor Daniel J. Ursu, Richmond Heights, Ohio
Mayor William Nibert, Richwood, Ohio
Mayor William R. Flaute, Riverside, Ohio
Mayor John Berlin, Salem, Ohio
Mayor Earl M. Leiken, Shaker Heights, Ohio
Mayor Patrick C. Monahan, Shawnee Hills, Ohio
Mayor John Smith, Silverton, Ohio
Mayor Georgine Welo, South Euclid, Ohio
Mayor Matthew Brett, South Russell, Ohio
Mayor Warren Copeland, Springfield, Ohio
Mayor William C. Burkhardt, St. Bernard, Ohio
Mayor Domenick Mucci, Jr., Steubenville, Ohio
Mayor Clayton Weller, Sugarcreek, Ohio
Mayor Michael P. Bell, Toledo, Ohio
Mayor Mary Myers, Verona, Ohio
Mayor Daniel V. Wilczynski, Walbridge, Ohio
Mayor Doug Franklin, Warren, Ohio
Mayor Doug Shaw, Wauseon, Ohio
Mayor Allen Patchin, West Farmington, Ohio
Mayor Ann Schreiner, West Millgrove, Ohio
Mayor Kim Maggard, Whitehall, Ohio
Mayor William A. Margalis, Wickliffe, Ohio
Mayor Richard J. Bonde, Willowick, Ohio
Mayor Chuck Sammarone, Youngstown, Ohio
Mayor Jeff Tilton, Zanesville, Ohio
Mayor Kitty Piercy, Eugene, Oregon
Mayor Sam Adams, Portland, Oregon
Mayor James Hopely, Aldan, Pennsylvania
Mayor Ed Pawlowski, Allentown, Pennsylvania
Mayor Charles T. Wahl, Ambler, Pennsylvania
Mayor Gretchen Dosch, Applewold, Pennsylvania
Mayor Bernard Killian, Aspinwall, Pennsylvania
Mayor Alexander Bennett, Jr, Baldwin, Pennsylvania
Mayor Phillip Ferrizzi, Bally, Pennsylvania Mayor
Donald L. Wunderler, Bath, Pennsylvania Mayor
Cloyd W. Wagner, Beavertown, Pennsylvania Mayor
Stanley Goldman, Bellefonte, Pennsylvania
Mayor Robin J. Gochenauer, Bendersville, Pennsylvania
Mayor Gail Stoudt, Bernville, Pennsylvania
Mayor John B. Callahan, Bethlehem, Pennsylvania
Mayor Robert M. Myers, Birdsboro, Pennsylvania
Mayor Everett W. Saxton, Bolivar, Pennsylvania
Mayor Vincent H. Liebel, Boswell, Pennsylvania
Mayor Marianne Deery, Boyertown, Pennsylvania
Mayor Kenneth Lockhart, Brentwood, Pennsylvania
Mayor Verncel L. Creveling, Briar Creek, Pennsylvania
Mayor David Wonderling, Brookville, Pennsylvania
Mayor Lester J. Ward, Brownsville, Pennsylvania
Mayor Anna Marie Quader, Burgettstown, Pennsylvania
Mayor Loyce Harpster, Burnham, Pennsylvania
Mayor Margaret Stock, Butler, Pennsylvania
Mayor David H. Rhome, Canonsburg, Pennsylvania
Mayor Justin M. Taylor, Carbondale, Pennsylvania
Mayor Donald Baumgarten, Castle Shannon, Pennsylvania
Mayor Barbara A. Schlegel, Catasauqua, Pennsylvania
Mayor James S. Perry, Chalfant, Pennsylvania
Mayor Marilyn J. Becker, Chalfont, Pennsylvania Mayor
Peter Lagiovane, Chambersburg, Pennsylvania Mayor
Ronald W. Lockwood, Cherry Valley, Pennsylvania Mayor
John A. Linder, Chester, Pennsylvania
Mayor Paul H. McKenna, Churchill, Pennsylvania
Mayor Richard L. Lattanzi, Clairton, Pennsylvania
Mayor Andrea J. Estadt, Clarion, Pennsylvania
Mayor Harry Kelly, Clarks Summit, Pennsylvania
Mayor James P. Schell, Clearfield, Pennsylvania
Mayor John Hartman, Cleona, Pennsylvania
Mayor Frank C. Kelly, Collingdale, Pennsylvania
Mayor Daniel Rutland, Colwyn, Pennsylvania
Mayor Allen Gyorko, Confluence, Pennsylvania
Mayor Joseph Carrelli, Conyngham, Pennsylvania
Mayor Anthony G. Celeste, Coraopolis, Pennsylvania
Mayor Mark J. Thomas, Cornwall, Pennsylvania
Mayor Timothy J. Carroll, Dallas, Pennsylvania
Mayor Helen Thomas, Darby, Pennsylvania
Mayor Thomas R. Lloyd, Dormont, Pennsylvania
Mayor John Lignelli, Donora, Pennsylvania
Mayor Josh Maxwell, Downingtown, Pennsylvania
Mayor Libby White, Doylestown, Pennsylvania
Mayor Philip Krivacek, Duquesne, Pennsylvania
Mayor Betty M. Hays, Eagles Mere, Pennsylvania
Mayor Salvatore J. Panto, Jr., Easton, Pennsylvania
Mayor Louis J. Payne, East Pittsburgh, Pennsylvania
Mayor Mark A. Pacilla, East Washington, Pennsylvania
Mayor J. Edward Cook, Edgewood, Pennsylvania
Mayor Wayne T. Murphy, Edgeworth, Pennsylvania
Mayor Ray Plummer, Ehrenfeld, Pennsylvania
Mayor Joseph J. Cisco, Ellport, Pennsylvania
Mayor Anthony J. Court, Ellwood City, Pennsylvania
Mayor Winfield Iobst, Emmaus, Pennsylvania

Mayor Dorothy H. Quinn, Emsworth, Pennsylvania
Mayor Joseph Sinnott, Erie, Pennsylvania Mayor
Gary Foster, Evans City, Pennsylvania Mayor D.
Gary Evans, Factoryville, Pennsylvania Mayor
Charles Moore, Falls Creek, Pennsylvania Mayor
Olive McKeithan, Farrell, Pennsylvania Mayor
Gary McBrien, Felton, Pennsylvania Mayor
Robert P. Frey, Folcroft, Pennsylvania Mayor
Kim Phillips, Frackville, Pennsylvania
Mayor Fred C. Moyer, Jr., Freeburg, Pennsylvania
Mayor Gerald C. Yob, Freemansburg, Pennsylvania
Mayor Edward F. Burns, Girardville, Pennsylvania
Mayor Arnie Bowser, Greensboro, Pennsylvania
Mayor Roy Del Rosario, Hamburg, Pennsylvania
Mayor Linda Thompson, Harrisburg, Pennsylvania
Mayor Norm Hawkes, Hatboro, Pennsylvania
Mayor Ronald Cyphert, Hawthorn, Pennsylvania
Mayor John Hoerner, Highspire, Pennsylvania
Mayor Joseph R. Dodson, Hollidaysburg, Pennsylvania
Mayor Betty Esper, Homestead, Pennsylvania
Mayor Tim McGuire, Homewood Borough, Pennsylvania
Mayor Dee Dee Brown, Huntingdon Borough, Pennsylvania
Mayor George E. Hood, Indiana, Pennsylvania
Mayor Nicholas Yanosich, Industry, Pennsylvania
Mayor Gerald C. Croushore, Ingram, Pennsylvania
Mayor Charles Ritter, Ivyland, Pennsylvania
Mayor James C. Sanders, Jefferson, Pennsylvania
Mayor Ed Foley, Jenkintown, Pennsylvania
Mayor Wm. Dennis Buttoroff, Jersey Shore, Pennsylvania
Mayor Donald Bosh, Knoxville, Pennsylvania
Mayor Sandra Green, Kutztown, Pennsylvania
Mayor Joseph Legnasky, Lake City, Pennsylvania
Mayor Rick Gray, Lancaster, Pennsylvania
Mayor Christopher Blaydon, Langhorne, Pennsylvania
Mayor Jayne C. Young, Lansdowne, Pennsylvania
Mayor Fred Feltenberger, Laureldale, Pennsylvania
Mayor Pete Poninsky, Leetsdale, Pennsylvania
Mayor Donald L. Rehrig, Lehighton, Pennsylvania
Mayor Deborah A. Bargo, Lewiston, Pennsylvania
Mayor Nick Vay, Lincoln, Pennsylvania
Mayor John L. Mark, Liverpool, Pennsylvania
Mayor William D. Hart, Lykens, Pennsylvania
Mayor Randy Schlegel, Lyons, Pennsylvania
Mayor Thomas A. Bell, Mahaffey, Pennsylvania
Mayor Gerard J. McGlone, Jr., Malvern, Pennsylvania
Mayor Eric B. Phillips, Manheim, Pennsylvania
Mayor David Sturgess, Manor, Pennsylvania
Mayor Jeremy A. Berardinelli, Marianna, Pennsylvania
Mayor Alexander J. Chelik, Mayfield, Pennsylvania
Mayor Terry S. Bennett, McDonald, Pennsylvania
Mayor Weslee A. Clapper-Krepps, McKean, Pennsylvania
Mayor John Christopher Soff, Meadville, Pennsylvania
Mayor Bob McMahon, Media, Pennsylvania
Mayor Ethel I. Kellerman, Milesburg, Pennsylvania
Mayor Thomas S. Kramer, Millbourne, Pennsylvania
Mayor John P. Antoline, Monaca, Pennsylvania
Mayor Mary Jo Smith, Monessen, Pennsylvania
Mayor John Dorin, Montoursville, Pennsylvania
Mayor Maureen A. Piselli, Morton, Pennsylvania
Mayor Timothy M. Allison, Mount Union, Pennsylvania
Mayor Raymond Bodnar, Munhall, Pennsylvania
Mayor Thomas Lush, Myerstown, Pennsylvania
Mayor Stephen Szymusiak, Nanty-Glo, Pennsylvania
Mayor Joseph Taylor, New Milford, Pennsylvania
Mayor Frances Tkach, New Philadelphia, Pennsylvania
Mayor Mary M. Hetrick, Newport, Pennsylvania
Mayor Grace Angotti, New Salem, Pennsylvania
Mayor Nicholas W. DeSantis, New Stanton, Pennsylvania
Mayor Lee I. Hall, North Charleroi, Pennsylvania
Mayor George F. McCloskey, Norwood, Pennsylvania
Mayor Thomas Reenock, Northampton, Pennsylvania
Mayor Michele Petrini Avvisato, Old Forge, Pennsylvania
Mayor Austin Scandiber, Orwigsburg, Pennsylvania
Mayor Lewis Paul Cowher, Osceola Mills, Pennsylvania
Mayor Geoffrey L. Henry, Oxford, Pennsylvania
Mayor Fred Carpenter, Palmyra, Pennsylvania
Mayor William McCall, Parker, Pennsylvania
Mayor Ardele R. Gordon, Parkside, Pennsylvania
Mayor Robert Winkler, Penndel, Pennsylvania
Mayor Michael Nutter, Philadelphia, Pennsylvania
Mayor Luke Ravenstahl, Pittsburgh, Pennsylvania
Mayor Bonnie Heath, Pottstown, Pennsylvania
Mayor John D.W. Reiley, Pottsville, Pennsylvania
Mayor Vaughn D. Spencer, Reading, Pennsylvania
Mayor Guillermo Udarbe, Ridgway, Pennsylvania
Mayor Desiree D. DeNicola, Roseto, Pennsylvania
Mayor Edwin W. Rosenberry, Saxton, Pennsylvania
Mayor Thomas C. Hufnagle, Sellersville, Pennsylvania
Mayor Anthony Hajjar, Seward, Pennsylvania
Mayor Joseph McGranghan, Shamokin Dam, Pennsylvania
Mayor Robert O'Neil, Sharon Hill, Pennsylvania
Mayor Richard Panza, Sharpsburg, Pennsylvania
Mayor Bruce Hockersmith, Shippensburg, Pennsylvania
Mayor Boyd Paul, Snow Shoe, Pennsylvania
Mayor William Meyer, Somerset, Pennsylvania
Mayor John Reynolds, Souderton, Pennsylvania
Mayor James C. Kennedy, South Coatesville, Pennsylvania
Mayor Clyde R. Wadsworth, South Fork, Pennsylvania
Mayor Elizabeth A. Goreham, State College, Pennsylvania
Mayor Thomas F. Acri, Steelton, Pennsylvania
Mayor Sherman Metzgar, Stockertown, Pennsylvania
Mayor William A. Boyd, Stoystown, Pennsylvania
Mayor Charles Baughman, Stroudsburg, Pennsylvania
Mayor Paul R. McArdle, Summit Hill, Pennsylvania
Mayor David L. Persing, Sunbury, Pennsylvania
Mayor Richard H. Lowe, Swarthmore, Pennsylvania
Mayor Luke Duignam, Tatamy, Pennsylvania
Mayor Jay R. Stover, Telford, Pennsylvania
Mayor Charles Harper, Three Springs, Pennsylvania
Mayor Kenneth Danser, Timblin, Pennsylvania
Mayor Francis B. Zalewski, Trainer, Pennsylvania

Mayor William Allar, Tremont, Pennsylvania
Mayor J. David Cutchineal, Tullytown, Pennsylvania
Mayor LeAnn Hritz, Tunnelhill, Pennsylvania Mayor Adam R. Forgie, Turtle Creek, Pennsylvania Mayor Thomas Micozzie, Upper Darby, Pennsylvania
Mayor Jeffrey Steffler, Wampum, Pennsylvania
Mayor Ester Cotner, Washingtonville, Pennsylvania Mayor Richard A. Starliper, Waynesboro, Pennsylvania
Mayor Carolyn T. Comitta, West Chester, Pennsylvania Mayor Gerald W. Gross, West Easton, Pennsylvania
Mayor Ralph Harrington, West Elizabeth, Pennsylvania Mayor Dick Vargeson, Westfield, Pennsylvania
Mayor Frank Schmidt, West Hazleton, Pennsylvania Mayor John W. Dindak, West Homestead, Pennsylvania
Mayor Mary E. Popovich, West Newton, Pennsylvania Mayor John Henry, West View, Pennsylvania
Mayor James F. Nowalk, Whitehall Borough, Pennsylvania
Mayor Edward D. Hozza, Jr., Whitehall Township, Pennsylvania
Mayor Thomas M. Leighton, Wilkes-Barre, Pennsylvania
Mayor John A. Thompson, Wilkinsburg, Pennsylvania
Mayor David Perruso, Wilson, Pennsylvania
Mayor Larry Markel, Windsor, Pennsylvania
Mayor Dolores Jones-Butler, Yeadon, Pennsylvania
Mayor John Sanford, Yoe, Pennsylvania Mayor C. Kim Bracey, York, Pennsylvania Mayor Alford Shull, York Springs, Pennsylvania
Mayor Joan Derco, Youngwood, Pennsylvania
Mayor Charles Lombardi, North Providence, Rhode Island
Mayor Angel Taveras, Providence, Rhode Island
Mayor Joseph Riley, Charleston, South Carolina
Mayor Joseph T. McElveen, Jr., Sumter, South Carolina Mayor Darrick Jackson, Timmonsville, South Carolina
Mayor Ron Littlefield, Chattanooga, Tennessee
Mayor Thomas W. Taylor, Maryville, Tennessee Mayor A C Wharton, Memphis, Tennessee Mayor Tom Beehan, Oak Ridge, Tennessee Mayor Bill Lusk, Signal Hill, Tennessee
Mayor Lee Leffingwell, Austin, Texas Mayor Tony Martinez, Brownsville, Texas Mayor Carl D. Sherman, DeSoto, Texas
Mayor Richard Ward, Hurst, Texas
Mayor Dana Williams, Park City, Utah
Mayor Bob Kiss, Burlington, Vermont
Mayor Christopher C. Louras, Rutland City, Vermont
Mayor William B. Euille, Alexandria, Virginia
Mayor Faye Prichard, Ashland, Virginia Mayor Paul D. Fraim, Norfolk, Virginia Mayor Brian A. Moore, Petersburg, Virginia Mayor Dwight C. Jones, Richmond, Virginia
Mayor William D. Sessoms Jr, Virginia Beach, Virginia
Mayor H. Clarence Bauman, Chewelah, Washington Mayor Garland D. Walton, Connell, Washington Mayor Robert F. Sheckler, Des Moines, Washington Mayor Will Ibershof, Duvall, Washington

Mayor Gary S. Jensen, Ferndale, Washington Mayor Ron (Pete) Poulson, Kalama, Washington Mayor David M. Ferguson, Mesa, Washington Mayor Daniel N. Mork, Millwood, Washington Mayor James F. Gerwig, Morton, Washington Mayor Dennis Palmer, Oakesdale, Washington Mayor Spencer Nichols, Pe Ell, Washington Mayor Paul Warden, Prosser, Washington
Mayor Terry Anderson, SeaTac, Washington
Mayor Mike McGinn, Seattle, Washington
Mayor Dianne W. White, Stanwood, Washington Mayor Marilyn Strickland, Tacoma, Washington Mayor Soo Ing-Moody, Twisp, Washington
Mayor Harold H. Howell Jr., Madison, West Virginia Mayor William C. Whalen, Ashland, Wisconsin Mayor Larry MacDonald, Bayfield, Wisconsin
Mayor Keith G. Bosman, Kenosha, Wisconsin
Mayor Paul R. Soglin, Madison, Wisconsin Mayor Justin M. Nickels, Manitowoc, Wisconsin Mayor Chris L. Meyer, Marshfield, Wisconsin Mayor Kurt Sonnentag, Middleton, Wisconsin Mayor Tom Barrett, Milwaukee, Wisconsin Mayor Steve Scaffidi, Oak Creek, Wisconsin Mayor John Dickert, Racine, Wisconsin
Mayor James E. Tipple, Wausau, Wisconsin

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA ("TOWN") CALLING ON THE FEDERAL GOVERNMENT TO REDUCE GUN VIOLENCE IN AMERICA AND HELP PREVENT FUTURE MASS SHOOTINGS THROUGH PASSAGE OF: THE FIX GUN CHECKS ACT, WHICH WOULD REQUIRE A BACKGROUND CHECK FOR EVERY GUN SALE AND ENSURE THAT ALL CRIMINALS AND OTHER DANGEROUS PEOPLE WHO ARE PROHIBITED FROM BUYING A GUN ARE LISTED IN THE NATIONAL INSTANT CRIMINAL BACKGROUND CHECK SYSTEM; AS WELL AS LEGISLATION THAT WOULD KEEP MILITARY-STYLE WEAPONS AND HIGH-CAPACITY MAGAZINES OFF OUR STREETS, AND WOULD MAKE GUN TRAFFICKING A FEDERAL CRIME; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission is in support of the Fix Gun Checks Act and other measures to reduce gun violence; and

WHEREAS, the National Instant Criminal Background Check System (NICS) is an effective tool to keep guns out of the hands of criminals and other dangerous individuals, and this system has blocked 1.9 million illegal gun purchases and permit applications in the past two decades; and

WHEREAS, despite this success, the system is undermined by legal loopholes and missing records that enable too many dangerous individuals to obtain weapons they later use in crimes; and

WHEREAS, it is estimated that state and federal agencies have failed to report more than one million records of persons with dangerous mental illness into the NICS database; and

WHEREAS, on April 16, 2007, Seung-Hui Cho shot and killed 32 people at Virginia Tech with guns that were legally purchased because records of his mental health status were missing from the NICS; and

WHEREAS, on January 8, 2011, Jared Loughner, someone with a reported history of drug abuse and serious mental illness who should have been in the NICS database but was not, killed six Tucsonans – Christina-Taylor Green, Dorothy Morris, Judge John Roll, Dorwan Stoddard, Phyllis Schneck, and Gabe Zimmerman – and shot 13 others, including U.S. Congresswoman Gabrielle Giffords; and

WHEREAS, on July 20, 2012, James Holmes, using a semi-automatic rifle and other guns, allegedly shot and killed 12 people and injured at least 58 others in a movie theater in

Aurora, CO, using some of the thousands of rounds of ammunition that the shooter had recently purchased online without any background check; and

WHEREAS, on August 5, 2012, Wade Michael Page, using a semi-automatic handgun, allegedly shot and killed 6 people and injured 3 others at a Sikh temple in Oak Creek, WI; and

WHEREAS, on October 21, 2012, Radcliffe Haughton, using a semi-automatic handgun, shot and killed his estranged wife and two others; and though a restraining order had been issued against Haughton – making him a prohibited person under federal law – Haughton was able to avoid a background check by purchasing the gun from a private seller through armslist.com.; and

WHEREAS, in the wake of the Newtown shootings on December 14, 2012, Adam Lanza, using two semi-automatic handguns, shot and killed 27 people, including 20 children at Sandy Hook elementary school; and

WHEREAS, in the wake of the Virginia Tech shootings, Virginia and other states have submitted hundreds of thousands of new mental health records into the NICS database, yet 19 states have each submitted fewer than 100 mental health records since that massacre; and

WHEREAS, under federal law licensed gun dealers are mandated to conduct NICS checks before proceeding with a sale, but this requirement does not apply to so-called private sellers who are present in large numbers at gun shows and sell guns over the internet; and

WHEREAS, it is estimated that 6.5 million guns were sold privately in the U.S. between November 2011 and November 2012, and undercover investigations have shown that many private sellers at gun shows and online will proceed with sales even when they are made aware that prospective purchasers cannot pass a background check; and

WHEREAS, more than 12,000 Americans are murdered with guns every year, and too many of these crimes are committed by individuals who are barred from purchasing or possessing guns under Federal law; and

WHEREAS, other tragedies including the 1999 Columbine High School shooting in Colorado, the 2010 attack on law enforcement at the Pentagon, and the 2012 mass shooting at a Pittsburgh psychiatric clinic were perpetrated by individuals who obtained guns through unregulated private sales, with no paperwork required and no questions asked; and

WHEREAS, the Fix Gun Checks Act has been introduced in the U.S. Congress, and this legislation would address the two major flaws in the nation's gun background check system by improving compliance with federal record reporting requirements, and by requiring background checks for all U.S. gun sales; and

WHEREAS, 90 percent of Americans and 90 percent of gun owners support fixing gaps in the gun background check database, and 86 percent of Americans, 82 percent of gun owners nationwide, and 74 percent of NRA members support mandatory criminal background checks for all gun sales; and

WHEREAS, Surfside has been a strong advocate for common-sense policies that keep guns out of dangerous hands while respecting the rights of law-abiding gun owners, and strongly believes that Congress and state governments should take action to close deadly gaps in the NICS; and

WHEREAS, more than 50 national organizations support closing gaps in the gun background check database and requiring a background check for all gun sales, including the U.S. Conference of Mayors, National Urban League, National Association for the Advancement of Colored People, and the National Coalition Against Domestic Violence, the International Association of Chiefs of Police, the Major Cities Chiefs Association and the Police Executive Research Forum; and

WHEREAS, the Fix Gun Checks Act is strongly supported by Mayors Against Illegal Guns, a national, bipartisan coalition of more than 800 mayors, who represent more than 58 million Americans.

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

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

Section 2. Expression of Concern and Recommendations by the Town of Surfside Town Commission:

A.) Surfside urges immediate passage of The Fix Gun Checks Act in the United States Congress.

B.) Surfside urges immediate passage of legislation that would get military-style weapons and high-capacity magazines away from our community and especially our schools.

C.) Surfside urges immediate passage of legislation that would make gun trafficking a federal crime.

D.) Surfside, echoing the call of gun violence survivors and family members, calls on both President Obama and the U.S. Congress to put in place concrete reforms to reduce gun violence nationwide and help prevent future mass shootings; and Surfside's Mayor and Commission will join with domestic violence prevention advocates, faith leaders, law enforcement officials, and other elected officials to make clear that failure to strengthen gun laws at the national level will continue to fuel gun violence in big and small cities throughout the country.

Section 3. Direction to the Town Clerk. The Town Clerk is hereby directed to send a certified copy of this resolution to all members of Florida's Congressional Delegation, and to the Obama administration.

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

PASSED AND ADOPTED this _____ day of _____ 2013.

Motion by Commissioner _____, second by Commissioner _____.

FINAL VOTE ON ADOPTION

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

_____
Daniel Dietch, Mayor

ATTEST:

_____
Sandra Novoa
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Lynn M. Dannheisser, Town Attorney

Town of Surfside
Commission Communication

Agenda Item # 5B

Agenda Date: January 15, 2013

Subject: Business Improvement District Consultant Agreement

Background: Since its inception by Town Commission approval at the January 18, 2011 Commission Meeting, the Downtown Vision Advisory Committee (DVAC) has arguably proven to be one of our most effective advisory organizations, through a process that includes actionable items at every meeting. The DVAC is comprised of single family and condominium residents (including both full time and "snow bird" representation), Surfside business owners and operators, representatives from such local organizations as the Surfside Civic Association and the Surfside Business Association as well as downtown property owners. Feedback from many residents, board and committee members as well as downtown business operators and owners formed the consensus that there remains a need to continue the revitalization of the Surfside business district and to continue the momentum seen over the last two years.

The Five Year Financial Plan, adopted in 2011 by the Town Commission and soon to be updated, demonstrated the need to diversify the Town's source of property tax from the current 80/20 split (residential/commercial) to a more balanced distribution; the Town Commission saw the necessity for a proactive approach to diversifying Surfside's tax base. As the need to strengthen Surfside's downtown as the social, cultural and economic center of the Town took on importance and focus, the DVAC was directed to return to the Town Commission with a comprehensive vision for the district. The comprehensive vision for downtown, developed in a broad based community stakeholders' process, was presented to the Town Commission on June 14, 2011 (Attachment 1) as a plan for assisting the downtown business district with the ultimate focus on supporting existing businesses, attracting new businesses and creating an environment that will support the diversification of the tax base.

A broad series of recommendations (the "vision") was presented to the Town Commission at that time in an effort to establish a path forward. There remains a clear consensus from DVAC that these initiatives for downtown provide a beneficial blueprint for a revitalized downtown. While some of the elements of the vision have been

achieved, or are being implemented on a continuous basis, all the initiatives are interconnected. Operating on the basis that a thriving downtown can enhance the quality of life for Surfside's residents and improve the visitor experience, DVAC continually and passionately addresses many issues such as:

Downtown Code Enforcement
Parking Lot Improvement/Landscaping
Vacant Windows Ordinance
News Racks Ordinance
Awnings Ordinance
Upgrading Alleys
Wayfarer Signage Program
Branding
Facade Upgrading Program
Parking Structure Feasibility Study:
The Current Forty Foot Height Allowance and Amalgamation of Properties
Development of an East West Corridor on 95th Street from Abbott Avenue to the Beach
Rebuilding of Harding Avenue Sidewalks
Sidewalk Café Ordinance and FDOT Agreement
Miami-Dade "Mom & Pop" Grants
Signage Ordinance
Moratorium Ordinance
Business Improvement District (BID)

As a direct result from the enacting of the Moratorium Ordinance, sixteen property owners, a number from the same family trust, representing approximately seventy percent of the buildings downtown met with the Town Manager and Town Staff on April 26, 2011. The Downtown Vision Initiatives (Attachment 2) were accepted by the property owners in exchange for rescinding the Moratorium Ordinance – this included the formation of a BID.

The Planning & Zoning Board approved of the rescinding of the ordinance and endorsed all of the vision initiatives as outlined above at their May 26, 2011 meeting. The Town Commission subsequently voted at the July 12, 2011 Commission Meeting to rescind the moratorium and to accept the vision initiatives as a blue print on condition that each initiative is brought to the Commission for full vetting. The Town Commission has also been kept apprised of the discussions on all of the initiatives through the monthly Points of Lights report and many of the members have attended the DVAC meetings.

The initiatives and vision sensitively bring our downtown to a more contemporary place without losing its hometown feeling or deteriorating the quality of life of the entire community. As so much has positively shaped the downtown through all of these efforts, now is the time for a renewed focus and commitment on the part of the Town in conjunction with the property owners and the business operators. This is heightened by the recent Town Commission, spearheaded by Commissioner Kligman, accepted voluntary proffers from The Surf Club redevelopment of $400,000 and potentially the Chateau property development of $250,000 for downtown streetscape improvements. The FDOT repaving project has also added new crosswalks at all intersections and at

the mid-block pedestrian lights downtown. This further improves the visual aesthetic of the area.

This investment provides a game changing element that propels the established consensus for improvement into a shortened and achievable timeline. The goal is to complete the upgrades before the winter season begins in late 2013 – a timeline which cannot be met with any further delays. Surfside's downtown is experiencing an increase in the upgrading and maintenance of the buildings and the public spaces within the district. Vacant properties are being leased and interest in the remaining vacancies is increasing with national retail tenants starting to view Surfside as a desirable locale. The importance of a BID being formed simultaneous to, and in conjunction with, a Downtown Streetscape Plan, utilizing the $650,000 voluntary proffers and other sources if necessary, and based on priorities established by the Town Commission, is viewed by DVAC, the Tourist Board and the Town Administration to be an integral part of the overall vision and a necessary next step. Utilizing the Town's investment in this project, and the desire to complete the infrastructure improvements before the season begins in 2013, it is time for the Surfside business community to step up to do their part and become invested stakeholders and participants through a BID.

The Town is set to make one of the most historic investments to Surfside's downtown through this capital improvement project while the downtown community would be very well served by a collective voice through a BID. Town Administration is often frustrated in its attempt to disseminate information or garner feedback from the downtown stakeholders. The Tourist Board is often thwarted in its attempts to support the downtown through its efforts for the same reasons. The Town expends a significant amount of time and expense on outreach to each individual property owner and business owner/operator and the channel provided by the existing Surfside Business Association (SBA) is not available. With the Commission approved Tourism Five Year Strategic Plan presently being formulated, there will probably be suggestions on activities and promotions to focus on Surfside's downtown. Any recommended cooperative enterprises between the Tourist Board and downtown will be further complicated by there being no central organization. The downtown stakeholders want and need to become a true partner in their destiny and to have a voice recognized by the Town. The formation of a BID will streamline the communication and cooperation between downtown and the Town that is not seen today. For the first time in Surfside's history the downtown stakeholders will become full-fledged partners on all issues and opportunities affecting the business district. Any further loss of time or momentum on this will further exasperate the way forward that the capital improvements and tourism plan will soon provide. It is for these reasons and the need to bring up the BID while the capital projects are being implemented that the waiver of competitive bids to select Redevelopment Management Associates, Inc. (RMA) vendor is so important.

Business Improvement District: The Town Attorney produced a Memorandum on June 25, 2012 regarding a Business Improvement District Process (Attachment 3). This educational piece on the process, and legal requirements for the formation of a BID, was

reviewed by DVAC twice, was given to the downtown property owners and business owner/operators and has also been previously given to the Town Commission.

The creation of a BID, as outlined in Attachment 3, involves the following:

1) Drafting a Local Planning Ordinance
2) Enacting the Ordinance
3) A Special Assessment Resolution
4) A Referendum of Downtown Property Owners
5) Compilation of any Affected Registered Voters
6) Notification of Affected Registered Voters
7) Appointment of BID Board of Directors
8) BID Time Limitation of 60 Days
9) Special Assessment Public Hearing
10) A Mailed Ballot
11) Counting the Vote

A BID is a public / private partnership in which property and business owners elect to make a collective contribution to the maintenance, development and promotion of their commercial district, beyond the basic level of service already delivered by the Town. There are several advantages that result from stakeholders in a commercial district aligning themselves to improve the area. These include a cleaner, safer and more attractive business district, a steady and reliable funding source for supplemental services and programs, and the ability to respond quickly to changing needs of the business community. A fund to market special events and sales promotion will also help lower advertising costs, improve sales and decrease commercial vacancy rates.

The process for the BID relies on the commitment of downtown property owners to support creating the district. The special assessment district will guarantee a revenue stream for the services and improvements that will ultimately benefit their property. In essence, this will assist in presenting Surfside's downtown as a unified and viable destination.

Even with a BID, the Town will continue to provide the same level of basic services and protection including the maintenance of the area, such as the steam cleaning of sidewalks, and would work with the BID as well as DVAC and other relevant boards and committees on additional aesthetic upgrades. Code Compliance would also continue to ensure the goal of positively impacting the aesthetic environment, safety and image of downtown Surfside.

The establishment of a BID in other areas around the State of Florida has proven to strengthen the economic vitality of the area and if approved and implemented here will become an investment in the long-term economic development of Surfside's Business District.

Over the past two years numerous DVAC meetings, including three specifically focused on BIDs, have evaluated the BID process. In addition to these, two meetings were held downtown where BIDs were discussed; two letters with information regarding BIDs were also mailed and delivered to both the downtown property owners and business owners/operators. A dedicated BID meeting for the downtown property owners with Commissioner Kligman, the Town Manager and Eli Tourgeman, Surfside Business Association (SBA) President, hosting was held as well. Even with all of this outreach the educational process, let alone an implementation process, has only just begun.

The process for implementing a BID and garnering stakeholder consensus is complex and requires substantial expertise. The Town does not have the available manpower to solely dedicate someone to this process. All that have been involved, including the volunteer DVAC and SBA members, realize that professional dedicated assistance is required and crucial to ensure the success of this venture.

Analysis: Throughout this process one name kept appearing as the foremost BID expert – Redevelopment Management Associates, Inc. (RMA).

First brought to DVAC's attention at a BID Meeting sponsored by Coral Gables' Miracle Mile (an extremely successful example of a BID), RMA presented at one of DVAC's meetings that focused on the BID process. This company has an impressive resume (Attachment 4) having worked with Winter Park, FL and Naples FL on their BIDs. They also manage two Community Redevelopment Agency (CRA) districts for Pompano Beach, FL and assist Oakland Park, FL with their downtown revitalization.

The Town Commission approved the Five Year Tourism Strategic Plan Consultant agreement, at the December 11, 2012 meeting, with CJF Marketing International and RMA (CJMI/RMA). From the onset of CJMI/RMA's presentation at the Tourism Consultant RFP Selection Committee Meeting on September 21, 2012, and their view of Surfside's potential, it became evident to the committee that, while focused on the necessity of a five year Tourism plan, we needed just as much focus on one of the Town's potentially premier attractions – the downtown business district. The Committee, and subsequently the Tourist Board on October 17, 2012, felt the responsible and wise path is to capitalize on the synergy of an expanded hotel product and Five Year Tourism Strategic Plan by also pursuing a BID. A BID, and their use of their own marketing and promotional money, would further augment the direction the Town Commission adopts as part of the tourism plan.

RMA, as the recognized leader in South Florida on the formation of BIDs will draft a Business Improvement District Plan. This will be an organizational plan identifying next steps for the new BID. RMA proposes a series of meetings with property owners, Town staff, business owners and other area stakeholders to complete the following five (5) tasks:

1) Build ownership and consensus amongst commercial property owners regarding improvements, programs, services, and management of the BID. The most important task is the creation of a consensus regarding the programs, budgets, and methods of assessment to achieve the objectives of the BID. This will be primarily achieved through one-on-one and small group discussions to create a core mission for the new BID.

2) Establish, in cooperation with the Town, the geographical boundaries of the BID. Property ownership information will be analyzed. Once a consensus of activities has been created, RMA will propose a final boundary for the BID for the purpose of adoption.

3) Establish, in cooperation with the stakeholders and Town, a proposed budget and determine the allocation formula for property assessments. Based upon the objectives identified for the BID, RMA will recommend a budget and present all permissible methodologies for assessment, with recommended options.

4) Present the district plan in public meetings. RMA will organize and facilitate all public meetings required to create the BID.

5) Prepare the property owners and the merchants for the formal establishment of the BID pursuant to Florida Law. The Contractor will work with Town of Surfside Administration and Legal Department to complete all activities required to establish the BID.

The Town Commission will be informed at every step of the process through frequent updates from the Town Manager and will have every opportunity to discuss and vote on pertinent matters at Town Commission meetings. These matters include, but are not limited to, such areas as the relationship between the Town and the BID, enacting an Ordinance, the Special Assessment Resolution and the level of Town Services to be provided.

Budget Impact: The amount of $25,000 for the creation and implementation of an organizational plan for a BID is in the Town Commission approved Fiscal Year 12/13 Tourist Resort Fund (Tourist Bureau) Budget allocation for BID Contractual Service. No funds will be necessary from the property tax supported General Fund.

Due to the time sensitive nature of the confluence of incredibly positive circumstances in which the Town now finds itself, given the exceptional experience of RMA, the relationship the company has with the proposed Tourism Consultant, and the overwhelming support for a BID from a vast range of stakeholders, now is the time to make this happen.

This agreement is being presented on the following basis:

Surfside Purchasing Ordinance No. 1467 Sec. 3-12 – Waiver of competitive bidding procedures: The Town Commission may authorize the waiver of competitive bidding procedures upon recommendation of the Town Manager that it is in the Town's best interest to do so, to obtain goods and services which cannot be acquired through the normal purchasing process due to insufficient time, the nature of the goods or services, or other factors. Purchases authorized by waiver process shall be acquired after conducting a good faith review of available sources and negotiation as to price, delivery and terms.

The Town Administration has completed its due diligence and determined that RMA and the Agreement before the Town Commission for ratification meets and exceeds the required parameters of the ordinance and is warranted at this time. It should be kept in mind that the cost of the agreement is $25,000 and that a protracted competitive selection process will be costly for advertising and staff time and is not warranted in this situation. There is also a very important factor for the Town Commission to send a positive message to the business community that there is trust that the owners and tenants can manage their future in a collective manner. Approval of this bid waiver and awarding of the agreement to very qualified firm recommended by all involved groups sends that signal.

Staff Impact: Existing staff, the DVAC BID Sub-Committee volunteer members and SBA would be utilized to assist the consultant with the creation and implementation of this organizational plan for a BID. .

Recommendation: The Town Administration, supported by DVAC, the Tourist Board and SBA, recommends approval of the Business Improvement District Consultant Agreement with Redevelopment Management Associates, Inc. (RMA) and the Town as outlined (Attachment 5). The Town Commission has the authority to waive the competitive bidding procedures. In this instance a lengthy RFP process will unnecessarily delay the BID process, provide an unnecessary burden on the Town Administration, and only serve to lose any momentum and incentive that presently exists through the availability of the voluntary proffers for a revitalized downtown partnership.

TEDACS Director

Town Manager

RESOLUTION NO. 2013 ____

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

WHEREAS, the Town of Surfside Code of Ordinances Section 3-12, provides that the Town Commission may authorize the waiver of competitive bidding procedures upon a recommendation of the Town Manager that it is in the Town's best interests to obtain such services which cannot be acquired through the normal purchasing process due to insufficient time and the nature of the services being provided; and

WHEREAS, this purchase, authorized by waiver of the competitive bidding process, is acquired after conducting a good faith review of available sources and negotiation as to price, delivery and terms; and

WHEREAS, the Town of Surfside has completed its due diligence and is confident that this agreement meets the parameters of the Purchasing Ordinance and is warranted at this time; and

WHEREAS, the Town Commission has determined that it would be in the Town's best interests and authorizes the Town Manager to waive the competitive bidding procedures and enter into an Agreement with Redevelopment Associates INC., for the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference (see attachment "A"); and

WHEREAS, the Town Commission finds that approval of the Agreement Redevelopment Management Associates, Inc. and the Town is in the best interest of the Town. The Tourist Bureau Fiscal Year 2012-2013 has sufficient funds for the portion of this expense allocated to the department.

NOW, 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. Waiver of Competitive Bidding and Approval of Agreement. The Agreement between Redevelopment Management Associates, INC., and the Town of Surfside, a copy of which is attached as Attachment "B" is approved and the competitive bidding requirement is hereby waived. The basis for the Town Manager's recommendation that a competitive bidding procedure would be in the Town's best interest is attached (attachment "A") to this Resolution and by this reference incorporated herein.

Section 3. Authorization of Town Officials. The Town Manager and/or his designee are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Town Manager pursuant to the Town's Purchasing Procedures Ordinance, the Town Manager is authorized to implement the terms and conditions of the Agreement.

Section 5. Execution of Agreement. The Town Manager is authorized to execute the Agreement on behalf of the Town, to execute any required agreements and/or documents to implement the terms and conditions of the Agreement and to execute any extensions and/or amendments to the Agreement.

Section 6. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____th day of _____, 2013.

Motion by Commissioner _____, second by Commissioner _____.

FINAL VOTE ON ADOPTION

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

_____
Daniel Dietch, Mayor

ATTEST:

_____
Sandra Novoa, Town Clerk

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

Lynn M. Dannheisser, Town Attorney

Town of Surfside
Commission Communication

Agenda Item #

Agenda Date: January 15, 2013

Subject: Business Improvement District Consultant Agreement

Background: Since its inception by Town Commission approval at the January 18, 2011 Commission Meeting, the Downtown Vision Advisory Committee (DVAC) has arguably proven to be one of our most effective advisory organizations, through a process that includes actionable items at every meeting. The DVAC is comprised of single family and condominium residents (including both full time and "snow bird" representation), Surfside business owners and operators, representatives from such local organizations as the Surfside Civic Association and the Surfside Business Association as well as downtown property owners. Feedback from many residents, board and committee members as well as downtown business operators and owners formed the consensus that there remains a need to continue the revitalization of the Surfside business district and to continue the momentum seen over the last two years.

The Five Year Financial Plan, adopted in 2011 by the Town Commission and soon to be updated, demonstrated the need to diversify the Town's source of property tax from the current 80/20 split (residential/commercial) to a more balanced distribution; the Town Commission saw the necessity for a proactive approach to diversifying Surfside's tax base. As the need to strengthen Surfside's downtown as the social, cultural and economic center of the Town took on importance and focus, the DVAC was directed to return to the Town Commission with a comprehensive vision for the district. The comprehensive vision for downtown, developed in a broad based community stakeholders' process, was presented to the Town Commission on June 14, 2011 (Attachment 1) as a plan for assisting the downtown business district with the ultimate focus on supporting existing businesses, attracting new businesses and creating an environment that will support the diversification of the tax base.

A broad series of recommendations (the "vision") was presented to the Town Commission at that time in an effort to establish a path forward. There remains a clear consensus from DVAC that these initiatives for downtown provide a beneficial blueprint for a revitalized downtown. While some of the elements of the vision have been

achieved, or are being implemented on a continuous basis, all the initiatives are interconnected. Operating on the basis that a thriving downtown can enhance the quality of life for Surfside's residents and improve the visitor experience, DVAC continually and passionately addresses many issues such as:

Downtown Code Enforcement
Parking Lot Improvement/Landscaping
Vacant Windows Ordinance
News Racks Ordinance
Awnings Ordinance
Upgrading Alleys
Wayfarer Signage Program
Branding
Facade Upgrading Program
Parking Structure Feasibility Study:
The Current Forty Foot Height Allowance and Amalgamation of Properties
Development of an East West Corridor on 95th Street from Abbott Avenue to the Beach
Rebuilding of Harding Avenue Sidewalks
Sidewalk Café Ordinance and FDOT Agreement
Miami-Dade "Mom & Pop" Grants
Signage Ordinance
Moratorium Ordinance
Business Improvement District (BID)

As a direct result from the enacting of the Moratorium Ordinance, sixteen property owners, a number from the same family trust, representing approximately seventy percent of the buildings downtown met with the Town Manager and Town Staff on April 26, 2011. The Downtown Vision Initiatives (Attachment 2) were accepted by the property owners in exchange for rescinding the Moratorium Ordinance – this included the formation of a BID.

The Planning & Zoning Board approved of the rescinding of the ordinance and endorsed all of the vision initiatives as outlined above at their May 26, 2011 meeting. The Town Commission subsequently voted at the July 12, 2011 Commission Meeting to rescind the moratorium and to accept the vision initiatives as a blue print on condition that each initiative is brought to the Commission for full vetting. The Town Commission has also been kept apprised of the discussions on all of the initiatives through the monthly Points of Lights report and many of the members have attended the DVAC meetings.

The initiatives and vision sensitively bring our downtown to a more contemporary place without losing its hometown feeling or deteriorating the quality of life of the entire community. As so much has positively shaped the downtown through all of these efforts, now is the time for a renewed focus and commitment on the part of the Town in conjunction with the property owners and the business operators. This is heightened by the recent Town Commission, spearheaded by Commissioner Kligman, accepted voluntary proffers from The Surf Club redevelopment of $400,000 and potentially the Chateau property development of $250,000 for downtown streetscape improvements. The FDOT repaving project has also added new crosswalks at all intersections and at

the mid-block pedestrian lights downtown. This further improves the visual aesthetic of the area.

This investment provides a game changing element that propels the established consensus for improvement into a shortened and achievable timeline. The goal is to complete the upgrades before the winter season begins in late 2013 – a timeline which cannot be met with any further delays. Surfside's downtown is experiencing an increase in the upgrading and maintenance of the buildings and the public spaces within the district. Vacant properties are being leased and interest in the remaining vacancies is increasing with national retail tenants starting to view Surfside as a desirable locale. The importance of a BID being formed simultaneous to, and in conjunction with, a Downtown Streetscape Plan, utilizing the $650,000 voluntary proffers and other sources if necessary, and based on priorities established by the Town Commission, is viewed by DVAC, the Tourist Board and the Town Administration to be an integral part of the overall vision and a necessary next step. Utilizing the Town's investment in this project, and the desire to complete the infrastructure improvements before the season begins in 2013, it is time for the Surfside business community to step up to do their part and become invested stakeholders and participants through a BID.

The Town is set to make one of the most historic investments to Surfside's downtown through this capital improvement project while the downtown community would be very well served by a collective voice through a BID. Town Administration is often frustrated in its attempt to disseminate information or garner feedback from the downtown stakeholders. The Tourist Board is often thwarted in its attempts to support the downtown through its efforts for the same reasons. The Town expends a significant amount of time and expense on outreach to each individual property owner and business owner/operator and the channel provided by the existing Surfside Business Association (SBA) is not available. With the Commission approved Tourism Five Year Strategic Plan presently being formulated, there will probably be suggestions on activities and promotions to focus on Surfside's downtown. Any recommended cooperative enterprises between the Tourist Board and downtown will be further complicated by there being no central organization. The downtown stakeholders want and need to become a true partner in their destiny and to have a voice recognized by the Town. The formation of a BID will streamline the communication and cooperation between downtown and the Town that is not seen today. For the first time in Surfside's history the downtown stakeholders will become full-fledged partners on all issues and opportunities affecting the business district. Any further loss of time or momentum on this will further exasperate the way forward that the capital improvements and tourism plan will soon provide. It is for these reasons and the need to bring up the BID while the capital projects are being implemented that the waiver of competitive bids to select Redevelopment Management Associates, Inc. (RMA) vendor is so important.

Business Improvement District: The Town Attorney produced a Memorandum on June 25, 2012 regarding a Business Improvement District Process (Attachment 3). This educational piece on the process, and legal requirements for the formation of a BID, was

reviewed by DVAC twice, was given to the downtown property owners and business owner/operators and has also been previously given to the Town Commission.

The creation of a BID, as outlined in Attachment 3, involves the following:

1) Drafting a Local Planning Ordinance
2) Enacting the Ordinance
3) A Special Assessment Resolution
4) A Referendum of Downtown Property Owners
5) Compilation of any Affected Registered Voters
6) Notification of Affected Registered Voters
7) Appointment of BID Board of Directors
8) BID Time Limitation of 60 Days
9) Special Assessment Public Hearing
10) A Mailed Ballot
11) Counting the Vote

A BID is a public / private partnership in which property and business owners elect to make a collective contribution to the maintenance, development and promotion of their commercial district, beyond the basic level of service already delivered by the Town. There are several advantages that result from stakeholders in a commercial district aligning themselves to improve the area. These include a cleaner, safer and more attractive business district, a steady and reliable funding source for supplemental services and programs, and the ability to respond quickly to changing needs of the business community. A fund to market special events and sales promotion will also help lower advertising costs, improve sales and decrease commercial vacancy rates.

The process for the BID relies on the commitment of downtown property owners to support creating the district. The special assessment district will guarantee a revenue stream for the services and improvements that will ultimately benefit their property. In essence, this will assist in presenting Surfside's downtown as a unified and viable destination.

Even with a BID, the Town will continue to provide the same level of basic services and protection including the maintenance of the area, such as the steam cleaning of sidewalks, and would work with the BID as well as DVAC and other relevant boards and committees on additional aesthetic upgrades. Code Compliance would also continue to ensure the goal of positively impacting the aesthetic environment, safety and image of downtown Surfside.

The establishment of a BID in other areas around the State of Florida has proven to strengthen the economic vitality of the area and if approved and implemented here will become an investment in the long-term economic development of Surfside's Business District.

Over the past two years numerous DVAC meetings, including three specifically focused on BIDs, have evaluated the BID process. In addition to these, two meetings were held downtown where BIDs were discussed; two letters with information regarding BIDs were also mailed and delivered to both the downtown property owners and business owners/operators. A dedicated BID meeting for the downtown property owners with Commissioner Kligman, the Town Manager and Eli Tourgeman, Surfside Business Association (SBA) President, hosting was held as well. Even with all of this outreach the educational process, let alone an implementation process, has only just begun.

The process for implementing a BID and garnering stakeholder consensus is complex and requires substantial expertise. The Town does not have the available manpower to solely dedicate someone to this process. All that have been involved, including the volunteer DVAC and SBA members, realize that professional dedicated assistance is required and crucial to ensure the success of this venture.

Analysis: Throughout this process one name kept appearing as the foremost BID expert – Redevelopment Management Associates, Inc. (RMA).

First brought to DVAC's attention at a BID Meeting sponsored by Coral Gables' Miracle Mile (an extremely successful example of a BID), RMA presented at one of DVAC's meetings that focused on the BID process. This company has an impressive resume (Attachment 4) having worked with Winter Park, FL and Naples FL on their BIDs. They also manage two Community Redevelopment Agency (CRA) districts for Pompano Beach, FL and assist Oakland Park, FL with their downtown revitalization.

The Town Commission approved the Five Year Tourism Strategic Plan Consultant agreement, at the December 11, 2012 meeting, with CJF Marketing International and RMA (CJMI/RMA). From the onset of CJMI/RMA's presentation at the Tourism Consultant RFP Selection Committee Meeting on September 21, 2012, and their view of Surfside's potential, it became evident to the committee that, while focused on the necessity of a five year Tourism plan, we needed just as much focus on one of the Town's potentially premier attractions – the downtown business district. The Committee, and subsequently the Tourist Board on October 17, 2012, felt the responsible and wise path is to capitalize on the synergy of an expanded hotel product and Five Year Tourism Strategic Plan by also pursuing a BID. A BID, and their use of their own marketing and promotional money, would further augment the direction the Town Commission adopts as part of the tourism plan.

RMA, as the recognized leader in South Florida on the formation of BIDs will draft a Business Improvement District Plan. This will be an organizational plan identifying next steps for the new BID. RMA proposes a series of meetings with property owners, Town staff, business owners and other area stakeholders to complete the following five (5) tasks:

1) Build ownership and consensus amongst commercial property owners regarding improvements, programs, services, and management of the BID. The most important task is the creation of a consensus regarding the programs, budgets, and methods of assessment to achieve the objectives of the BID. This will be primarily achieved through one-on-one and small group discussions to create a core mission for the new BID.

2) Establish, in cooperation with the Town, the geographical boundaries of the BID. Property ownership information will be analyzed. Once a consensus of activities has been created, RMA will propose a final boundary for the BID for the purpose of adoption.

3) Establish, in cooperation with the stakeholders and Town, a proposed budget and determine the allocation formula for property assessments. Based upon the objectives identified for the BID, RMA will recommend a budget and present all permissible methodologies for assessment, with recommended options.

4) Present the district plan in public meetings. RMA will organize and facilitate all public meetings required to create the BID.

5) Prepare the property owners and the merchants for the formal establishment of the BID pursuant to Florida Law. The Contractor will work with Town of Surfside Administration and Legal Department to complete all activities required to establish the BID.

The Town Commission will be informed at every step of the process through frequent updates from the Town Manager and will have every opportunity to discuss and vote on pertinent matters at Town Commission meetings. These matters include, but are not limited to, such areas as the relationship between the Town and the BID, enacting an Ordinance, the Special Assessment Resolution and the level of Town Services to be provided.

Budget Impact: The amount of $25,000 for the creation and implementation of an organizational plan for a BID is in the Town Commission approved Fiscal Year 12/13 Tourist Resort Fund (Tourist Bureau) Budget allocation for BID Contractual Service. No funds will be necessary from the property tax supported General Fund.

Due to the time sensitive nature of the confluence of incredibly positive circumstances in which the Town now finds itself, given the exceptional experience of RMA, the relationship the company has with the proposed Tourism Consultant, and the overwhelming support for a BID from a vast range of stakeholders, now is the time to make this happen.

This agreement is being presented on the following basis:

Surfside Purchasing Ordinance No. 1467 Sec. 3-12 – Waiver of competitive bidding procedures: The Town Commission may authorize the waiver of competitive bidding procedures upon recommendation of the Town Manager that it is in the Town's best interest to do so, to obtain goods and services which cannot be acquired through the normal purchasing process due to insufficient time, the nature of the goods or services, or other factors. Purchases authorized by waiver process shall be acquired after conducting a good faith review of available sources and negotiation as to price, delivery and terms.

The Town Administration has completed its due diligence and determined that RMA and the Agreement before the Town Commission for ratification meets and exceeds the required parameters of the ordinance and is warranted at this time. It should be kept in mind that the cost of the agreement is $25,000 and that a protracted competitive selection process will be costly for advertising and staff time and is not warranted in this situation. There is also a very important factor for the Town Commission to send a positive message to the business community that there is trust that the owners and tenants can manage their future in a collective manner. Approval of this bid waiver and awarding of the agreement to very qualified firm recommended by all involved groups sends that signal.

Staff Impact: Existing staff, the DVAC BID Sub-Committee volunteer members and SBA would be utilized to assist the consultant with the creation and implementation of this organizational plan for a BID. .

Recommendation: The Town Administration, supported by DVAC, the Tourist Board and SBA, recommends approval of the Business Improvement District Consultant Agreement with Redevelopment Management Associates, Inc. (RMA) and the Town as outlined (Attachment 5). The Town Commission has the authority to waive the competitive bidding procedures. In this instance a lengthy RFP process will unnecessarily delay the BID process, provide an unnecessary burden on the Town Administration, and only serve to lose any momentum and incentive that presently exists through the availability of the voluntary proffers for a revitalized downtown partnership.

TEDACS Director

Town Manager

SERVICE AGREEMENT

Town of Surfside
and
Redevelopment Management Associates, Inc.

THIS AGREEMENT is made and entered into this _____ day of _____, 2012, by the TOWN OF SURFSIDE (the "Town") and REDEVELOPMENT MANAGEMENT ASSOCIATES, INC., a Florida limited liability company (the "Contractor").

WHEREAS, the Town requires services which Contractor is capable of providing under the terms and conditions hereinafter described; and

WHEREAS, Contractor is able and prepared to provide such services as the Town does hereinafter require under the terms and conditions set forth herein; and

WHEREAS, the Town and Contractor agree to $25,000 for creation of an organizational plan for a business improvement district.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows.

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" (Scope of Work); and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. The Town hereby contracts with Contractor to provide consulting advisory services to the Town, and in particular to its Tourist Bureau upon the terms and conditions set forth herein.

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work), attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. This Contract shall be effective upon execution by both parties and shall remain in effect until May 31, 2013.

5. Extension. The Town shall have the option to extend this Agreement for one (1) four (4) month extension not to extend beyond September 30, 2013. Any extension shall be effective upon receipt of a written notice from the Town Manager to the Contractor dated no later than thirty (30) days prior to the date of termination.

6. Maximum Obligation. The Town agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the Town in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. Price Formula. The Town agrees to pay Contractor for performance of the services set forth in this Agreement as follows:

Payment of a fee not to exceed $25,000.00, to be billed as follows, plus reimbursable expenses.

A. Business Improvement District Organization Plan - $25,000, half upon notice to proceed for the Scope of Services outlined in exhibit A and half upon completion.

The fee does not include additional research not contemplated within exhibit "A". Contractor will review existing data to determine if additional research is necessary. Any additional research or outside work must be approved in advance and in writing, by the Town. Any outside vendor work approved by the Town would be billed directly from the vendor with no mark-up from Contractor.

The following expenses are reimbursable at their actual cost: travel and accommodations, long distance telephone calls, postage, facsimile, courier services, mileage (at a rate approved by the Town), photo and reproduction services, fees paid to any governmental authority. Any monies advanced by s for expenses will be repaid within thirty (30) days upon receipt of expense invoice and appropriate back-up materials. Contractor will not advance more than $100 for materials or services within a given thirty (30) day period.

8. Invoices. All invoices shall be submitted to the Town for approval and payment will be issued within thirty (30) days of submittal. Contractor shall provide the Town with an invoice by the fifteenth day of each month following the completion of Work.

A. The Town shall make payment on said invoices of approved amounts due, as required under the Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished. If there is a dispute with regard to an invoice, the Town may withhold payment until all requested supporting materials are received from Contractor and the dispute is resolved. The Town may pay to the Contractor the undisputed portion of the invoice.

9. Disputes.

A. Any factual disputes between Town and the Contractor in regard to this Agreement shall be directed to the Town Commission of the Town of Surfside and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Miami-Dade County, Florida.

10. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: Christopher J. Brown,
Managing Member
Redevelopment Management Associates
3109 E. Atlantic Blvd., Suite B Pompano Beach, FL 33062
Phone: 561.706.5545
chris@rma.us.com

If to Town: Duncan Tavares
Tourism, Economic Development, Community Services Director,
Town of Surfside
9293 Harding Ave., Second Floor
Surfside, Florida 33154
Phone: 305-864-0722
dtavares@townofsurfsidefl.gov

11. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by the Town and the Town shall cooperate in the carrying out of the work without undue delay.

12. Termination. This Agreement may be terminated without cause by either party upon sixty (60) days written notice to the other party.

A. This Agreement may be terminated by either the Town or the Contractor upon failure by the other to satisfactorily perform the terms and conditions of this Agreement, if either does not satisfactorily perform within ten (10) days of receipt of written notice from the other specifying the manner of failure. In the event of such termination, the Contractor shall not be entitled to further compensation from the Town for work performed or costs sustained following the date of such termination.

B. In the event that the Town should determine to suspend or abandon all or any part of the work described herein, it shall give written notice to the Contractor who shall immediately terminate all work affected. Within thirty (30) days of the date of abandonment, the Town shall pay the Contractor compensation for expenses incurred and work completed up to the receipt of notice of abandonment as final settlement for services rendered, compensation at the rate set forth herein for all of the Contractor's services performed prior to receipt of notice of abandonment. Upon making such payment, the Town shall have no further obligation to compensate the Contractor.

13. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; riots, strikes, war or civil disorder; unavailability of fuel.

14. Insurance. The Contractor shall secure and maintain throughout the duration of the Contract insurance of the type and in the amount specified below and shall demonstrate its ability to do so. Any exceptions to the insurance requirements in this section must be approved in writing by the Town.

A. Comprehensive General Liability ("CGL") insurance, with minimum limits of half a Million Dollars ($500,000) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability, and One Million Dollars ($1,000,000) aggregate.

B. Worker's Compensation, as required by law, but with no less than $1,000,000 for Employer's Liability.

15. Indemnity. Contractor shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Contractor's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the Town for all its expenses including reasonable attorney's fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Contractor's performance or non-performance of this Agreement.

The Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by them, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Agreement. Contractor shall secure all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this Agreement for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the Town.
The Contractor shall defend, indemnify and hold the Town, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney

fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Town.

16. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the Town, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment. The Contractor shall not hire a subcontractor to perform its duties under this Agreement without the prior written approval of the Town. This Agreement may only be amended by the parties with the same formalities as this Agreement.

17. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agree to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

18. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

A. Confidentiality of documents. The Contractor understands the Town is subject to Florida's Public Records Act, Chapter 119, Fla. Stat. and that such books, records, documents and data maintained by the Town are public records unless expressly exempted by general law.

19. Independent Contractor. The Contractor shall each be deemed as independent Contractor for all purposes, and the employees of the Contractor or any subcontractors and the employees thereof, shall not in any manner be deemed to be employees of the Town. As such, the employees of the Contractor shall not be subject to any withholding for tax, social security or other purposes by the Town, nor shall such Contractor or employees be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from the Town.

20. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of the Town. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with the Town and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

21. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Miami-Dade County, Florida.

22. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Town from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

23. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

24. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

25. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

26. Sovereign Immunity. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Town's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

27. Standard of care. Contractor will perform the Services in accordance with the standards of care and diligence normally practiced by recognized consulting companies in performing services of a similar nature. If, during the six-month period following the earlier of termination or completion of the Services under the applicable Request for Service, it is shown there is an error in the Services caused solely by Contractor's failure to meet such standards, and Town has promptly notified Contractor in writing of any such error within that period, Contractor shall perform, at Contractor's cost, such corrective consulting services within the original Request for Service as may be necessary to remedy such error. This Article is not to be construed to limit remedies under Florida law for breach of contract, negligence or other civil actions not involving warranties or guarantees.

28. Ownership of documents. Immediately upon delivery and payment by the Town to the Contractor, all plans, specifications, detail drawings and other documents prepared in connection with the Agreement, shall be and remain the property of Town and are not to be used by the Contractor on any other project, except that Contractor may use materials for training or professional presentation purposes, and shall be relinquished to Town at Final Completion or sooner if otherwise required by this Agreement, provided, however, that the Contractor may maintain one record set of said documents. In the event that this Agreement is terminated and the Contractor have been paid in full for services completed to date, the Contractor shall immediately provide electronic copies, in a format acceptable to the Town, of all documents prepared in connection therewith. Such documents shall be provided to Town with an

authorization in a form and substance acceptable to Town from the applicable Contractor authorizing the Town to use the documents.

29. Most Favored Governmental Agencies. Contractor agrees that if, after the Effective Date of this Agreement, it enters into an agreement for the same or substantially similar scope of services with another local government in Florida which contains a term or condition, including fees, charges or costs, that are more favorable than the terms in the Agreement the Town may provide Contractor with written notice explaining how the new Agreement is for the same or substantially similar services and how the new Agreement contains terms or conditions that are more favorable than the terms in the Agreement, and requesting to negotiate an amendment to the Agreement (a "New Agreement Notice"). The parties shall act in good faith to negotiate an amendment to the Agreement that addresses, in a manner that is fair and equitable to both parties, the matters raised by the Town in the New Agreement Notice. If the parties fail to reach agreement upon an amendment within ninety (90) days of the New Agreement Notice, then the Town shall have the right to terminate this Agreement, by providing thirty (30) days advance written notice to the Contractor, such notice to be given no later than one hundred (100) days from the New Agreement Notice.

The Town hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

It is further provided that no liability shall be attached to the Town by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

TOWN OF SURFSIDE

A Florida Municipal Corporation,

BY: _____ _____
Roger M. Carlton, Town Manager Date

CONTRACTOR,

BY: _____ _____
Christopher J. Brown, Managing Member Date
Redevelopment Management Associates, INC.

ATTEST,

_____ _____
Sandra Novoa, CMC, Town Clerk Date

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

BY:_____ _____
Lynn M. Dannheisser, Town Attorney Date

EXHIBIT "A" –SCOPE OF WORK
TOWN OF SURFSIDE – BUSINESS IMPROVEMENT DISTRICT

1. Creation of an Organization Plan for a Business Improvement District Twenty-Two Weeks (December 2012 – May 2013)

During the Commission Meeting on January 18, 2011 the Surfside Town Commission created the Downtown Vision Advisory Committee (DVAC). Since its inception, DVAC has proven to be an effective advisory organization through a process that has included actionable items at every meeting, including the following projects, initiatives and topics of discussion:

- Downtown Code Enforcement
- Parking Lot Improvement/Landscaping
- Vacant Window Ordinance
- News Rack Ordinance
- Awnings Ordinance
- Moratorium Ordinance
- Upgrading Alleys
- Wayfarer Signage Program
- Branding
- Business Improvement District
- Façade Upgrading Program
- Abbott Avenue Parking Garage Feasibility Study
- The Current Forty Foot Height Allowance and Amalgamation of Properties
- Development of an East West Corridor on 95th Street from Abbott Avenue to the Beach
- Rebuilding of Harding Avenue Sidewalks
- Sidewalk Café Ordinance and FDOT Agreement
- Miami-Dade "Mom & Pop" Grants

DVAC discussions have included the possibility of creating a Business Improvement District (BID) for the Downtown District. The basic premise of a BID is that the Town agrees to continue to provide a basic level of service and that incremental services such as extra police protection for expanded special events, maintenance for specialty landscaping, downtown marketing programs, cleaning after special events, and the retention of consultants to secure tenants are funded with a self-imposed assessment on the owners which is generally passed on to the tenants. The use of these funds would be governed by the Board of the BID. The process for

establishing the District and ensuring that funds are collected and properly spent is governed by State of Florida statues and an agreement with the Town Commission.

The next step involves creating a BID plan and, if property owners are supportive, the actual establishment of the BID.

1.1. Draft a Business Improvement District Plan. This will be an organizational plan identifying next steps for the new BID. The Contractor propose a series of meetings with property owners, Town staff, business owners and other area stakeholders to complete the following five (5) tasks:

1.2. Build ownership and consensus amongst commercial property owners regarding improvements, programs, services, and management of the BID. The most important task is the creation of a consensus regarding the programs, budgets, and methods of assessment to achieve the objectives of the BID. This will be primarily achieved through one-on-one and small group discussions to create a core mission for the new BID.

1.3. Establish, in cooperation with the Town, the geographical boundaries of the BID. Property ownership information will be analyzed. Once a consensus of activities has been created, the Contractor will propose a final boundary for the BID for the purpose of adoption.

1.4. Establish, in cooperation with the Town, a proposed budget and determine the formula for property assessments. Based upon the objectives identified for the BID, Contractor will recommend a budget and present all permissible methodologies for assessment, with recommended options.

1.5. Present the district plan in public meetings. The Contractor will organize and facilitate all public meetings required to create the BID.

1.6. Prepare the property owners and the merchants for the formal establishment of the BID pursuant to Florida Law. The Contractor will work with Town of Surfside staff and attorneys to complete all activities required to establish the BID.

Deliverable: BID Organization Plan

Compensation – $25,000

A Timeline for Project Completion is attached.

Town of Surfside Business Improvement District Organization Plan
December 13, 2012 / Proposed Timeline

= on / ahead of schedule
= behind schedule

	Task	Person Responsible	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	WEEK 6	WEEK 7	WEEK 8	WEEK 9	WEEK 10	WEEK 11	WEEK 12	WEEK 13	WEEK 14	WEEK 15	WEEK 16	WEEK 17	WEEK 18	WEEK 19	WEEK 20	WEEK 21	WEEK 22
			MONTH 1					MONTH 2				MONTH 3					MONTH 4				MONTH 5			
			1/21	1/28	2/4	2/11	2/18	2/25	3/4	3/11	3/18	3/25	4/1	4/8	4/15	4/22	4/29	5/6	5/13	5/20	5/27	6/3	6/10	6/17
CREATION OF ORGANIZATION PLAN FOR BID																								
3.1	Draft a Business Improvement District Plan	CB/KB/TNF																						
3.2	Build ownership and consensus amongst commercial property owners	TNF																						
3.3	Establish the geographical boundaries of the BID	TNF																						
3.4	Establish proposed budget and determine property assessment formula	TNF																						
3.5	Present the district plan in public meetings	TNF																						
3.6	Prepare property owners and merchants for formal establishment of BID	CB/KB/TNF																						

Town of Surfside
Commission Communication

Agenda Item #

Agenda Date: June 14, 2011

Subject: Downtown Vision Advisory Committee (DVAC) recommendations regarding rescinding the Moratorium Ordinance and related vision initiatives for the Surfside business district.

Introduction: The release of the Miami Dade County Property Appraiser preliminary tax roll for 2011 on June 1, 2011, and the decrease in property values in Surfside by 6.3 percent and thirty nine percent decrease since 2008, supports the necessity for a proactive approach to diversifying Surfside's the tax base (Att A). The following vision, developed in a broad based community stakeholders' process, is a path to revitalize the downtown business district with the ultimate focus on supporting existing businesses, attracting new businesses and creating an environment that will support the diversification of the tax base.

Background: The Downtown Vision Advisory Committee was formed with Town Commission approval through Commission Memoranda presented at the December 14, 2010 (Att B) and January 18, 2011 (Att C) Commission meetings. Feedback from many residents, committee/board members . and downtown business operators/owners formed the consensus that there is a need to reinvigorate the Surfside business district after years of conversation and little tangible action. Further, the Town Commission received and held a workshop regarding a Five Year Financial Plan that demonstrated the need to diversify the Town's source of property tax from the current 80/20 split (residential/commercial) to a more balanced distribution. If the commercial property base is not expanded and upgraded the split could be 90/10 in five years.

Fourteen of the initially proposed members of the DVAC consisted of a representative from each appropriate Town committee/board, a mixture of single family and condominium residents (including both full time and "snow bird" representation), Surfside business owners and operators, as well as representatives from such local organizations as the Surfside Civic Association and the Surfside Business Association. Due to the difficulty experienced in the past with establishing avenues of communication with the downtown property owners, outreach was conducted through existing Surfside business owners/operators. Eventually three names, and accompanying contact information, were recommended as possible members. Of the three repeatedly contacted, only one consistently attended the DVAC meetings. However, active and responsive communication with the downtown property owners has occurred since the inception of the Moratorium Ordinance which temporarily limited building permits to restaurant and retail uses on Harding Avenue from 96th Street to 94th Street.

As the need to strengthen Surfside's downtown as the social, cultural and economic center of the Town was established, the DVAC was directed to return to the Town Commission with a comprehensive vision for the district. Operating on the basis that a thriving downtown can enhance the quality of life for Surfside's residents and improve the visitor experience, the committee continually and passionately addressed such issues as:

- an overall aesthetic / branding for the downtown.
- creating a welcoming, pedestrian-friendly environment.
- streetscaping: landscaping, benches, newspaper vending racks.
- the creation of a Business Improvement District to help finance improvements and operations.
- the relationship of Surfside's downtown to The Bal Harbour Shops and the St. Regis.
- the impact of side walk cafes and the proper means for regulating the use of sidewalks through a Sidewalk Ordinance.
- installation of business locator and appropriate parking signs.
- code enforcement in an effort to improve the curb appeal of the area.
- the creation of a parking structure with focus on the Abbott Avenue lot.
- the potential combination of retail, commercial and residential land use.
- assisting businesses with marketing initiatives.
- retaining the one hundred presently licensed businesses and attracting businesses to the seventy building, six plus acre downtown through landlord and lease cooperation.
- the merits of major capital improvement projects and lessons from the Town's 2006/2007 Charrette.

It is important to note that many of these items are actionable items that the Town Staff are implementing (explained below) and all will be incorporated into a final report for the Town Commission. However, due to the remarkable and recent historic increase in communication involving the DVAC, downtown property owners and Town Staff, it is now appropriate and imperative that the Town Commission be presented with the following high level vision for analysis. These vision initiatives are being presented with unprecedented support of all stakeholders involved in the process to date and within the shortened time of three months as directed by the Town Commission instead of the six month time period established when the moratorium was enacted.

Analysis: The DVAC has met eight times since its inception in February 2011. At each meeting a number of agenda items are discussed with each meeting producing an Actionable Item for the Town Staff to address and return at the following meeting with a status report. Below are the Actionable Items that have been completed and/or are in process:

1) February 15, 2011: Downtown Code Enforcement:

From the very first meeting the DVAC has exhibited a unanimous displeasure in the public and private maintenance of Surfside's downtown. Based on consensus from the committee the Town Code Enforcement identified all external code violations in the downtown business district. Courtesy notices were sent to all applicable business owners/property owners. To date over two thirds of the issued notices are now in compliance or in the process of complying. The Town Manager has assured the committee that all violations would be addressed through the Code Enforcement process until full compliance is achieved. This means that penalties will soon be applied to non-responsive property owners and eventually the matter could go to Special Master. Violations that do not require permits such as clean windows, clean trash behind buildings, remove illegal signs and clean alleys behind stores are eighty percent complete. Violations that require permits such as painting the building, repairing windows and façades as well as exposed electrical wires (etc) are seventy five percent complete.

With the purchase of the Town Commission approved power washer, the gum has been removed by Public Works staff from the sidewalks in the downtown district and the overall appearance of the sidewalks has improved dramatically. All of the palm trees in the district have been pruned, and the parking lot on 95th Street and Collins Avenue, including the extension lot, has been repaved, striped and landscaped. These completed projects are a testament to the Town's response to the DVAC members concerns and to the overall commitment to enhancing the aesthetic of Surfside's downtown.

2) *March 10, 2011: Vacant Window Treatment Ordinance:*
In order to address the aesthetic look of the ground floor vacant property windows downtown, Town Staff were requested to amend the Town's ordinance that addresses vacant windows. The amended version went before the Planning & Zoning Board at their May 26, 2011 meeting and includes the committee's recommendations. The Planning and Zoning Board unanimously recommended approval of the Ordinance to the Town Commission. The Design Review Board will approve the final aesthetic of the screening and input from the Beautification Committee and DVAC will be provided. First reading is set for the June 14, 2011 Commission meeting. The Town would require downtown property owners to pay for the Town installation of a Town issued external decorative window covering when their ground floor properties are vacant.

3) *March 22, 2011: Upgrading Harding Avenue Alleys (please see below).*
4) *April 14, 2011: Moratorium Ordinance / Property Owners Meeting Update (please see below).*
5) *April 27 & May 12, 2011: Detailed Vision for Downtown (please see below).*
6) *May 25: Sidewalk Ordinance addressing café seating and the posting of menus outside.*

These initiatives are presented below, prioritized by achievable timelines, in an effort to establish a path forward as required by the Town Commission directive when the DVAC and its mission were established and as a strategy to implement the property tax equity and fairness principles envisioned in the Five Year Financial Plan. It is imperative to note that the following vision package needs further discussion and further vetting by the Planning & Zoning Board and the Town Commission. Nevertheless, there is clear consensus from the above mentioned meetings that these initiatives for downtown, taken as a package, would provide a beneficial blueprint for a revitalized downtown.

SHORT TERM INITATIVES (six months or less):

Rescind the Moratorium Ordinance: The Town Commission adopted a Moratorium Ordinance on second reading at the April 12, 2011 Commission Meeting. The moratorium restricted the downtown property owners to only renting their ground floor spaces to retail and/or restaurant businesses for six months. The intent of the moratorium was to allow the DVAC enough time to discuss the issue of restricting service industries from the ground floors of downtown buildings and to return to the Town Commission with a recommendation. While the moratorium will sunset at the end of six months from inception, Town Staff were instructed by the Town Commission to return with recommendations from the DVAC within three months. This memorandum and its recommendations meet that time limit.

As a direct result from the enacting of the moratorium, the Town Manager was contacted by upset and concerned downtown property owners regarding the restrictions and a meeting was held with owners on April 26, 2011. Sixteen property owners, a number from the same family trust, representing approximately seventy percent of the buildings downtown were in attendance. During this meeting a series of conceptual initiatives were discussed and approved by consensus from the attendees in exchange for terminating the Moratorium Ordinance prior to its sunset date (Att D).

These initiatives were subsequently presented to the DVAC at the April 27, 2011 meeting and were approved in principle by consensus from those in attendance. Some members at that meeting still expressed their concern for giving up the restrictions on street level service businesses as they strongly felt that this was the only method to achieve the type of dynamic and vibrant downtown that all favor. The DVAC requested Town Staff to return at the next meeting, held on May 12, 2011, with a more specific written statement, including timelines, for ratification by the members so that this vision could be presented to the Town Commission for review at the June 14, 2011 meeting.

At the DVAC meeting on May 12, 2011 a memorandum listing the rescinding of the moratorium with corresponding initiatives to be taken as a package was presented (Att E). Designated representatives of the property owners, accompanied by some of their service oriented tenants and concerned residents, came to the meeting as a reflection of their commitment to the vision. Upon discussion of the initiatives, since approved in principle by the DVAC and the property owners, it became apparent to Town Staff that the division between the various stakeholders was deeper than expected. The DVAC voted six to three to adopt the vision, with the rescinding of the moratorium, but to revisit a plan for restricting ground floor uses to retail and/or restaurants with a distancing/grandfathering provision. As this is a non-negotiable action for the property owners to support all the elements of the DVAC vision, the owners left the meeting quite distressed. Upon further reflection and heated discussion amongst the DVAC it was decided that a second vote should be conducted regarding the vision. This second vote resulted in a seven to two vote in favor of rescinding the moratorium as soon as possible and to approve all of the initiatives presented as a package. The DVAC directed the Town Staff to return at the May 25, 2011 meeting with a more definitive plan of action, including specific timelines and commitment requirements from the various stakeholders, for ratification before presenting to the Town Commission for review at the June 14, 2011 meeting. The consensus from the DVAC members is that while the property owners have the threat of litigation on their side, the Town needed something to bind the property owners to all of the initiatives that they have presently committed to in good faith only.

The Planning & Zoning Board met on May 26, 2011 and thoroughly discussed rescinding the Moratorium Ordinance and the grand vision presented in this memorandum. Understanding that every item needs a multitude of research and discussion and must be vetted through the various Town Departments, Boards, Committees and Town Commission, the Planning & Zoning Board unanimously approved the rescinding of the Moratorium Ordinance and the acceptance of the package of vision initiatives previously approved by the downtown property owners and DVAC that are presented in this memorandum.

Upgrading Alleys: A study of the Town's parking lots and alleys is set to be awarded on June 14, 2011. By way of information, the proposals have already been ranked by the Town selection committee. This study would include the viability of upgrading the alleys, both privately and publicly owned, on both sides of Harding Avenue. The plan would also address the possibility of creating a breezeway from the east side of the Abbott Avenue parking lot through to the west side of Harding Avenue. Financing could be achieved by a joint venture with the property owners of the private alley and the utilization of parking funds. The key commitment suggested by the DVAC is that the study needs to rapidly begin. The next step would be the completion of the consultant selection process and the awarding of the contract by the Town Commission.

Business Improvement District: The Town Manager will continue to meet with the downtown property owners and tenants over the summer to develop a possible Business Improvement District (BID) for the Downtown District. The basic premise of a BID is that the Town agrees to continue to provide a basic level of service and that incremental services such as extra police protection for expanded special events, maintenance for specialty landscaping, downtown marketing programs, cleaning after special events (Att F), and the retention of consultants to secure tenants are funded with a self imposed charge on the owners which is generally passed on to the tenants. The use of these funds is governed by the board of the BID. The process for establishing the District and ensuring that funds are collected and property spent is governed by State law and an agreement with the Town Commission. This initiative will be detailed to the Town Commission in the Fall of 2011.

Facade Upgrading Program: The Town Manager will begin an effort to create a consortium of banks operating in the Downtown District over the summer to develop financing for a facade upgrading program for the district's property owners and businesses. Details regarding this proposal would go to the Town Commission in September, 2011. Proceeds from the Parking Fund could be utilized to reduce the interest on loans granted for facade improvements.

Abbott Avenue Parking Garage Feasibility Study: A feasibility study could address a garage project on the Abbott Avenue parking lot, an upgrade to the alley on the east side of the parking lot to facilitate a more pedestrian friendly environment and access to the Harding Avenue east side businesses, as well as the possibility of rezoning the west side of Abbott Avenue from 95th to 96th Streets to allow very limited commercial use and/or live/work use in the existing homes. An appropriate landscaping buffer on the west side of the Abbott Avenue homes would also be addressed. Upon the recommendation of the Mayor, Town Staff will update the 2007 staff study (Att G) to address whether there is sufficient data that suggests the need for a parking garage and, thus, a formal feasibility study. This updated study will be presented to Town Commission at the July 19, 2011 Commission Meeting. The timeline for this initiative is as follows:

- Seek approval from the Town Commission at the July 19, 2011 Commission Meeting to initiate an independent feasibility study for a parking garage on the Abbott Avenue parking lot if the updated Town Staff study recommends moving forward with this initiative.
- If approved, the Town Administration will utilize the Commission approved group of architects and engineers registered with the Town to compete for the feasibility study with completion expected in October, 2011. Funding would be provided from the Parking Fund and will have no financial effect on the General Fund or the residents of Surfside.

MID TERM INITIATIVES (six months to twelve months):

The Current Forty Foot Height Allowance and Amalgamation of Properties: Presently the buildings in the Downtown District can be forty feet in height. In an effort to encourage property owners to voluntarily seek larger national retail and restaurant tenants for their ground floor properties, buildings could be redeveloped to the maximum four stories presently allowed and would not include restriction regarding residential use. Property owners could voluntarily amalgamate buildings to achieve this initiative.

- Present to the Planning & Zoning Board on June 23, 2011 for discussion.
- Present to the Town Commission on July 19, 2011 for first reading.

Development of an East West Corridor on 95th Street from Abbott Avenue to the Beach: The Development Impact Committee is working on a design theme for this project which could see a significant contribution from the developers of the Beach House property on the west side of Collins Avenue. An improved linkage on both 94th Street to Harding Avenue and on 95th Street will help ensure that this project becomes an asset to downtown and increase business development as well as augment visitor satisfaction for guests of the hotel.

LONG TERM INITIATIVES (twelve months to thirty months):

Rebuilding of Harding Avenue Sidewalks: If the Town Commission determines the need for a garage on the Abbott Avenue parking lot, and the project moves forward to completion, then the Town Administration will address expanding the sidewalks on Harding Avenue between 94th and 96th Streets in the Downtown District by removing the existing parking spaces. This would be feasible as adequate parking would now be available in the new Abbott Avenue garage. A small number of spaces on Harding Avenue would remain for bus lay-bys and a valet parking service. The wider sidewalks would provide more space for outside café seating and enhanced landscaping and streetscaping. The financing of this project is yet to be determined but could be achieved through a joint venture with the Town and an assessment on the downtown properties.

94th Street Parking Garage Feasibility: A feasibility analysis will be accomplished over the summer relative to developing the 94th Street parking lot into a garage with the possible addition of the contiguous properties to the east along Collins Avenue. The intent of this project would be to provide additional parking for a southern anchor to the east side of Harding Avenue and to allow sufficient space for small scale national retail and restaurant opportunities.

Through the actions of the DVAC and the property owners, and with Town Commission support, Surfside's downtown is experiencing an increase in the upgrading and maintenance of the buildings and the public spaces within the district. The Town will continue with Code Enforcement to ensure that this mission achieves its goal of positively impacting the aesthetic environment and image of downtown Surfside. A plan for additional short-term aesthetic upgrades could also be continued as a mission of the DVAC while the mid and long term proposals are in process. The Town will also continue its efforts to increase maintenance of the area such as the steam cleaning of the sidewalks. The FDOT repaving project will also add new crosswalks at all intersections and at the mid-block pedestrian lights.

It is the clear intent of the property owners, DVAC and Town Administration that this Commission Communication reflects a package of ideas that justify the acceleration of the moratorium's termination. The majority of the stakeholders involved in this process to date agree that this represents a vision for an important cooperative approach to a better future for the downtown district. Any disagreement is not about the package presented, it is about the need for regulation to limit certain uses at the street level. Clearly the second vote of the DVAC, as documented earlier in this Commission Communication, reflects willingness to compromise in an effort to move forward.

As your Town Manager, I want to personally thank the members of the DVAC, Tourism Director Duncan Tavares, Planning Director Sarah Sinatra Gould, and the property owners for coming together to vet this vision in a very short time frame as directed by the Town Commission and without the cost of consultants. The vision is a path to sensitively bring our downtown to a more contemporary place without losing its hometown feeling. The vision is also a necessary element of the Town Commission's stated goal of creating property tax equity and fairness through expansion of commercial uses without deteriorating our quality of life. We all look forward to the discussion of this plan perhaps in a joint public workshop of the Planning & Zoning Board and the Town Commission.

Budget Impact: TBD.

Staff Impact: TBD.

Recommendation: In a direct outcome from meeting with the downtown property owners on April 26, 2011 the property owners in attendance have been an active participant in the vision process. While the DVAC started with three downtown property owners as members, and every meeting has been conducted in a televised public forum with every attendee having the opportunity to opine on all discussion items, Town Staff recommends that the Town Commission approve the appointment to DVAC of Mr. Jack Stevens as a representative of the property owners from the April 26, 2011 meeting.

It is understood that this package of initiatives presented in this memorandum must be ratified by the Town Commission before any of the items can proceed. Upon the approval of any or the entire proposed vision package, the initiatives must then be vetted by the appropriate Town Departments before proceeding to the Planning & Zoning Board. The ultimate decision on subsequent implementation remains with the Town Commission. Therefore it is the recommendation of the DVAC and the owners of a majority of the downtown properties that the Town Commission approves the vision in principle to allow for Town Staff to proceed on each item with the intent of eventually returning to the Town Commission for vetting as outlined by the timelines presented. Town Commission will be kept apprised of the process on each initiative through the Town Manager's Points Of Light action document, minutes from the DVAC meetings as well as Planning & Zoning minutes and subsequent progress reports and ordinances.

Department Head

Town Manager

ATTACHMENT A

ATTACHMENT A

Exhibit XIII-A

Town of Surfside, Florida
Chart-Total Assessed Value (Unaudited)
Last Ten Calendar Years
(modified accrual basis of accounting)

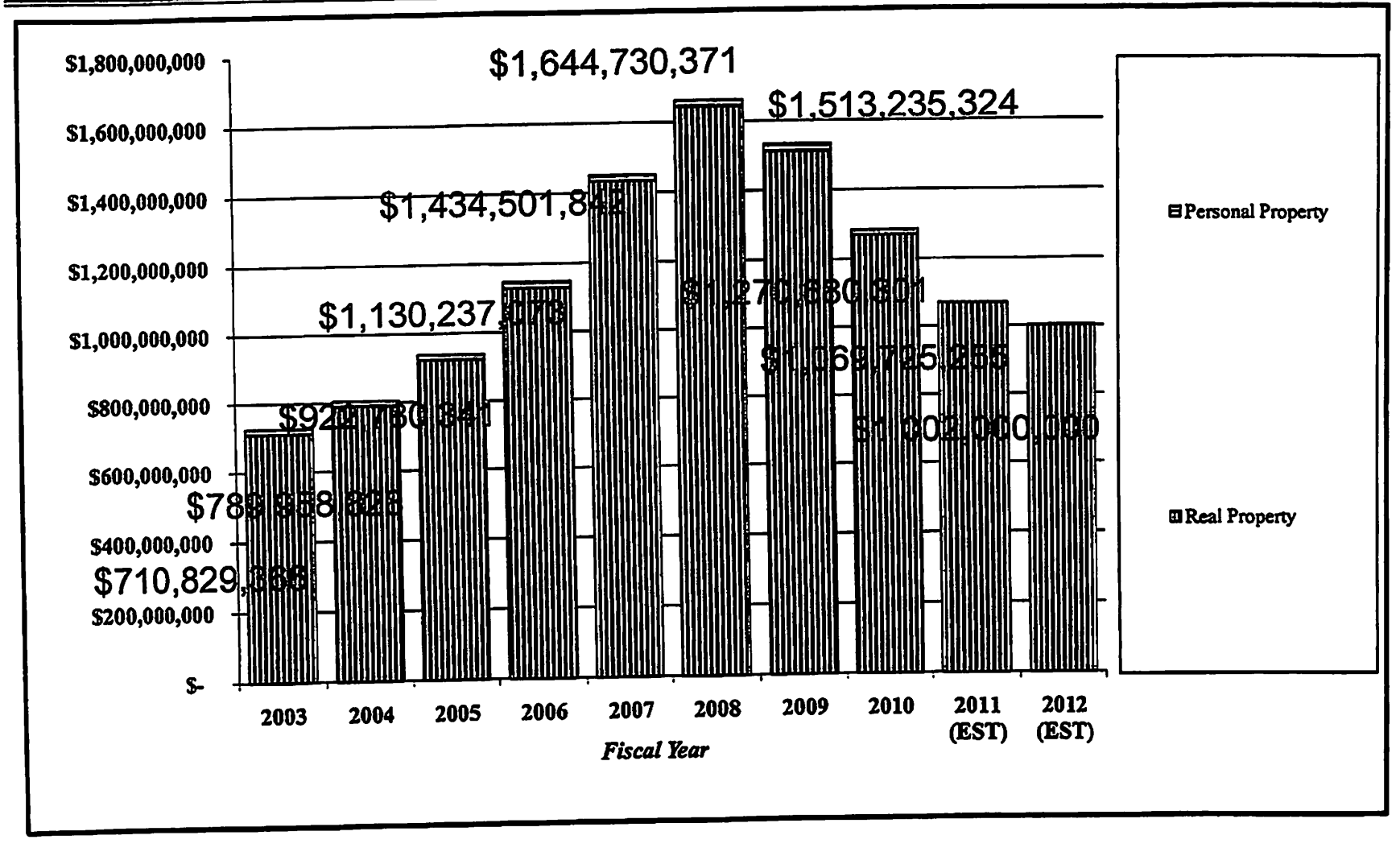
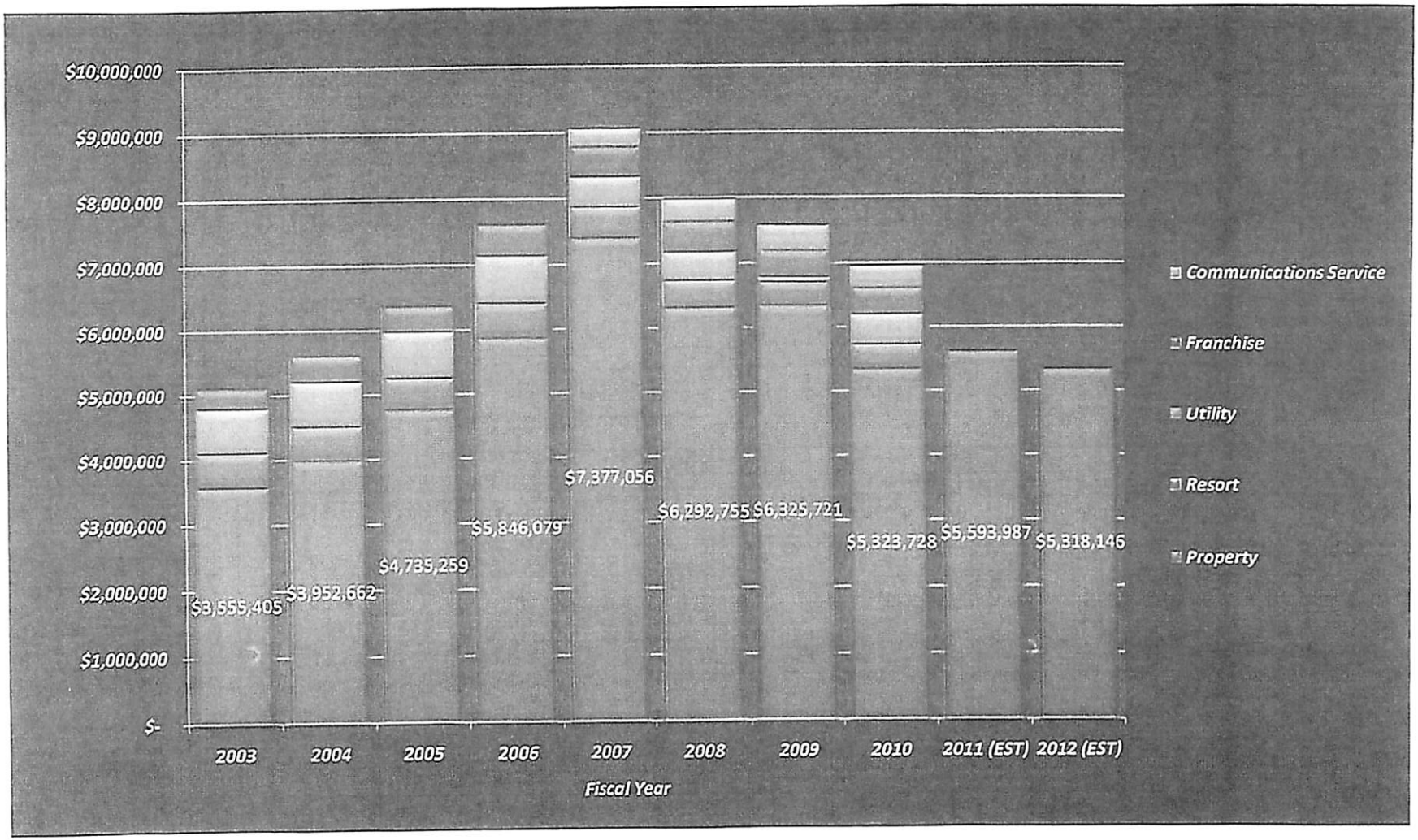


Exhibit VII-A

Town of Surfside, Florida
Chart-Tax Revenues by Source - Governmental Funds (Unaudited)
Last Ten Fiscal Years
(modified accrual basis of accounting)



ATTACHMENT B

ATTACHMENT B

Memorandum

To: Elected Officials

From: Roger Carlton / Town Manager

Date: 12/6/2010

Re: Moving the Downtown Vision Process Forward

Introduction

During the past three months, substantial input has been given to the Town Manager regarding the need to reinvigorate the Downtown Vision process. This report outlines suggested parameters for the process and establishes a timeline for the Town Commission to review.

There exists a need to strengthen Surfside's downtown as the social, cultural and economic center of the Town. A thriving downtown can enhance the quality of life for Surfside's residents and improve the visitor experience.

Additional tax revenue from a thriving downtown, including increases in the Tourism Resort Tax, adds to the Town's tax base and helps alleviate the ad valorem (property) tax burden on residents.

In order to create a sense of place that encourages business retention and economic development, while retaining and enhancing the characteristics that attract residents and visitors, a plan that reflects the realities of the 21st Century is required.

Previous planning efforts and policies, as well as recent survey results, will be reviewed during this process. This will help avoid the cost of outside consultants.

Background

The Town's 2006/2007 Charrette, through extensive community input, recommended a number of improvements for the downtown area. A Committee comprised of Surfside residents, the Town Manager and a Commission liaison held a series of public meetings to engage the views and future aspirations for the Town as a whole. The final public meeting reviewed each section of the Charrette for detailed comment. The final report was not fully adopted and further direction was not given or implemented.

Many of the listed possible projects that pertain to the downtown district are still relevant discussion items. Of particular note is the desire to create a more pedestrian friendly downtown with mixed-use commercial buildings. Also, the possible need for a parking structure is still widely discussed to this day.

The two blocks on Harding Avenue from 94th to 96th Streets is approximately 6 ¾ acres with over 70 buildings and more than 100 licensed businesses.

Due to unprecedented changing and challenging economic conditions since the Charrette was produced, the necessity for a current shared vision and plan for the downtown district is a timely initiative.

Project Teams

Proposed Steering Committee: Town Manager, Building Official, Planning Manager and Tourist Bureau Director.

Proposed Advisory Committee: Planning & Zoning Chair, Surfside Business Association President/Tourist Bureau Chair, Beautification Chair, a hotelier, two retailers, a service oriented business operator, a single family residential representative and a condominium resident representative.

Timeline

1) December 2010/ January 2011 - Interview the Surfside Commissioners and members of the Surfside Business Association regarding their vision for the downtown district.

2) Conduct two workshops:

   i) February 2011 - Steering Committee and Advisory Committee Workshop, open to the public, with the Planning & Zoning, Tourist Board and Beautification Committee in attendance.

   ii) March 2011 – Public Workshop to present the ideas from the recent survey results, interviews and previous workshop.

Information from the Charrette, the Planning Department, and comparative models used elsewhere (eg Delray Beach) will also be presented.

The objective of the workshops is to incorporate the various stakeholders' vision for the downtown and to form a collective vision for the future.

Some of the discussion items would include, but not be limited to, the following:

- an overall aesthetic / branding
- creating a welcoming, pedestrian-friendly environment
- the installation of benches and bike racks

- the creation of a Business Improvement District to help finance improvements and operations
- the role of the Florida Department of Transportation (eg crosswalk replacement in 2011/2012)
- the role of Tourism funding as it relates to successful retail and restaurant establishments
- the relationship to Bal Harbour Shops and the St. Regis
- the impact of side walk cafes and the proper means for regulating the use of sidewalks
- newspaper vending rack regulation
- installation of business locator signs on each block
- code enforcement
- the potential combination of retail, commercial and residential land use
- assisting businesses with marketing initiatives, particularly the use of Social Media, and special events
- retaining and attracting businesses through landlord and lease cooperation

A report listing priorities and a timeline for implementation strategies will be produced from the workshops. This will be presented at the Town Commission Meeting in April 2011.

Cc: Paul Gioia, Building Official
Sarah Sinatra, Planning Manager
Duncan Tavares, Tourism Director

ATTACHMENT C

Memorandum

To: Roger Carlton / Town Manager

From: Duncan Tavares / Tourist Bureau Director

Date: 1/18/2011

Re: Downtown Vision Process Update

Advisory Committee:

- Scarlet Tenen, Planning & Zoning Chair
- Eli Tourgeman, Tourist Board Chair
- David Steinfeld, Beautification Committee Chair
- Ken Arnold, Former Chair Charrette Committee
- Sergio Castion, Surfside Business Association Representative / Condotti Mens Clothing Store Owner
- Ighal Goldfarb, 9520 Harding Avenue Building Owner
- Shep Edelstein, Best Western Oceanfront Resort Owner
- Andy LaBrada, Onarga Apartment Hotel and Event Company Owner
- Jenny Skordilis, The Greek Place
- Jessica Weiss, Serendipity Yogurt Cafe
- Leeann Roth, Luxe Skin Bar Store Owner
- Julia Magnani, Surfside Civic Association / Single Family Home Representative
- Sharon Levy, Home Business Operator / Single Family Home Representative
- Louis Cohen, President of Marbella Condominium Association
- Jackie Murphy, Condominium Resident
- Julie Gordon, Condominium Resident

Discussion of Initiatives for Downtown Success:

1) Forming a public-private partnership
   - Partnering with neighboring communities
2) Completing a downtown vision
3) Produce a market driven business plan
   - Identify your customer base and potential new customers
   - Identify their wants and needs today and in the future
4) Develop and market your downtown's unique niche
5) Attract new targeted businesses through outreach and hosting/site visits
6) Counsel existing businesses on their business plans

7) Conduct on-going focus groups to provide direction
8) Create small scale downtown housing
9) Create on-going formal marketing and public relations campaigns
10) Incorporate management techniques from the malls – managing a downtown as a business:

- Forge partnerships
- Assign someone as a liaison
- Produce a leasing plan including minimum standards for hours of operation
- Focus on maintenance issues
- Identify funding sources
- Provide sufficient parking and other public services

Design Preferences Discussion Points:

Buildings: What is attractive? What to change?
Colors
Signage
Landscaping / Pedestrian friendly additions
Side walks
Crosswalks
Create a central theme or brand
Are there motivational factors to assist in compliance?
Should a "demonstration" building façade be created?
Forging a partnership with neighboring communities
Pedestrian friendly vs high visibility
Traffic calming

Economic Development Objectives for Downtown:

- Stimulate new activity / Encourage new businesses that will generate Resort and Sales Tax for the Town
- Preserve and stimulate existing businesses
- Diversify the economic base
- Evaluate barriers for change/growth and create sensible and sensitive regulations
- Encourage new businesses that broaden the service offering
- Create an organization that is well funded to enhance the vision

ATTACHMENT D

Downtown Property Owners

Meeting Minutes

April 26, 2011

The meeting started at 6:05pm in the Commission Chambers, 2nd Floor Town Hall.

In Attendance:

Property Owners: Jack Stevens, Dr. Michael Stevens, Helen P. Stevens, Charlotte Stevens, Merry Stevens, Carol Penson, Carol Leinwand, Alex Leinwand, David Kahn, Donald Kahn, Harry Breiter, Estelle Breiter, Sharlane Packar, Christine Justice, Dr. Ilonka Schwartz, Dr. Asher Paoeh.

Town Staff: Roger Carlton, Town Manager; Duncan Tavares, TEDACS Director.

Meeting Discussion:

Jack Stevens thanked the Town Manager for all of his outreach to the property owners and his willingness to hold this meeting.
The Town Manager updated the attendees on the Downtown Vision Advisory Committee's formation, mission and diversity of viewpoints. The fact that the most businesses are voluntarily complying with their code violation notices, seen in such actions as buildings being painted, is a direct result from feedback from this committee. He also discussed the Moratorium's commencement and objectives; while in effect for six months from the April 12, 2011 Commission Meeting, it is expected to sunset within three months. There was a review of Surfside's good financial status and the five year plan with the need for hotel product as the present high tax burden on the residents is only set to increase. The consensus is that downtown must be more contemporary, attractive, lively and a profitable place to conduct business.

The following are ideas that the Town Manager wanted the attendees to discuss*:

- Grandfather existing service oriented businesses on the ground floor for ten years. Property owners would have a six month window of opportunity to exercise this option upon the sun setting of the Moratorium.
- The number of non retail and restaurant spaces on the ground floor will be limited by distance requirements.
- Property owners could build up to four stories with the option of having residential units on the upper floors.

- Property owners could amalgamate their holdings by a Unity of Title to increase the building frontage to 200 feet so that additional floors, with the elevators and ADA compliance, could be achieved. The larger ground floor space would then be attractive to national retailers and restaurants.
- The Town would build a garage on the Abbott Street lot. With easements from the property owners, the alley would then be upgraded with utilities buried underground. This would create an attractive area to access the businesses on that block of Harding Avenue. The ground floor of the garage would have retail space.
- Eliminate Harding Avenue street parking, leave bus lay-bys, and add a valet parking option. The sidewalks could then be widened for sidewalk cafés. This would create a better pedestrian environment with better landscaping and streetscaping.
- Initiate a façade upgrading program.
- Form a Business Improvement District (BID) with commitments from the business owners and the Town.

*N.b. these ideas are not the expressed views of the Commission, Planning & Zoning Board or any other committee.

Comments:

- Do not approve of the "grandfathering" item as all of my tenants would go out of business after 10 years.
- The restrictions should not be implemented in the present economic situation. The Town Manager stated that this is the time to help downtown. In a better economy no one is interested in these matters.
- The demographics of the area do not support the existing types of retail. "Mon & Pops" can barely survive and they are the best bet for the area.
-

Jack Stevens made a presentation, with photos of various downtown buildings, highlighting their inability to host service businesses due to lack of available space and lack of ADA compliance. There are thirty one existing ground floor tenants that would need to close if the ten year "grandfathering" is imposed. The property owners would never agree to Unity of Title. He also stated that the property owners were never given due process to represent their views to the Town Commission when the Moratorium was on the agenda due to conflicting information received from the Town.
Donald Kahn concluded for the group, that in the spirit of working together, the attendees support the following:

- The formation of a BID.
- A downtown façade upgrading program.
- The building of a garage at Abbott.
- Allowing for four stories with residential and possible other uses.
-

He stated that the group does not support the following:

- The "grandfathering"/ten year lease requirement.
- Managing types of businesses by distance limitations.

These are non-starters for the group and are contentious issues. If these items are removed from the equation then there exists a co-operative environment to achieve a better downtown.

The Town Manager confirmed that the following are supported by the attendees:

- Limit parking on Harding Avenue (as outlined above) with wider sidewalks once a garage is built on Abbott as mentioned above. Jack Stevens dissented on the limited Harding Avenue parking.
- A focused marketing effort for retail and restaurants financed by BID and/or parking funds.
- A 94th Street garage with retail on the ground floor.
- 95th Street enhancement project from Abbott to the beach.

All attendees agreed to a quarterly meeting as a means of keeping informed and as a method to achieve common goals.

The meeting adjourned at 8:15 pm.

ATTACHMENT E

Memorandum

To: Downtown Vision Advisory Committee Members

From: Roger Carlton / Town Manager

Date: 5/12/2011

Re: Proposed initiatives from downtown property owners and DVAC members

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Following the adoption of the Moratorium Ordinance by the Town Commission on April 12, 2011, the Town Manager met with downtown property owners on April 26, 2011. From this meeting a series of conceptual initiatives were discussed and approved by general consensus from the attendees in exchange for terminating the Moratorium Ordinance prior to its sunset date. These initiatives were subsequently presented to this committee at the April 27, 2011 meeting and were approved in principle by general consensus from those in attendance. They are presented here for summary purposes in an effort to establish a path forward as required by the Town Commission directive when the Downtown Vision Advisory Committee (DVAC) and its mission were established.

1) **Moratorium Ordinance:**

   The Town Attorney will provide a "Letter of Intent" document, for acceptance by the downtown property owners and DVAC members, outlining the conceptual items (listed below #2- 7). This conditional document will be presented by the Town Manager to the Town Commission at the June 14, 2011 meeting with the recommendation to rescind the Moratorium Ordinance before its sunset date in October 2011 and before the Town Commission's mandate to return with a recommendation by July 2011.

2) **Abbott Street Parking Garage Feasibility:**

The Town Manager will seek approval from the Town Commission at the June 14, 2011 Commission Meeting to initiate a feasibility study for a parking garage on the Abbott Avenue parking lot. If approved, the Town Administration will utilize the Commission approved group of architects and engineers registered with the town to compete on a feasibility study by August 2011. The feasibility study will address the garage project, the alley upgrade as well as rezoning the west side of Abbott Avenue from 95th to 96th Streets to allow commercial use in the existing homes. An appropriate landscaping buffer on the west side of Abbott Avenue homes would also be addressed.

3) **Rebuilding of Harding Avenue Sidewalks:**

If the Town Commission determines the need for a garage and the project moves forward to completion, the Town Administration will address expanding the sidewalks on Harding Avenue between 94th and 96th Streets in the Downtown District by removing the existing parking spaces. This would be feasible as adequate parking would now be available in the new Abbott Avenue garage. A small number of spaces on Harding Avenue would remain for bus lay-bys and a valet parking service. The wider sidewalks would provide more space for outside café seating and enhanced landscaping and streetscaping. The financing of this project is yet to be determined but could be achieved through a joint venture with the Town and an assessment on the downtown properties.

4) **Upgrading Alleys:**

A study of the Town's parking lots and alleys is set to be awarded on June 14, 2011. By way of information, the proposals have already been ranked by the Town selection committee. This study would include the viability of upgrading the alleys, both privately and publicly owned, on both sides of Harding Avenue. The plan would also address the possibility of creating a breezeway from the east side of the Abbott Avenue parking lot through to the west side of Harding Avenue. Financing could be achieved by a joint venture with the property owners of the private alley and the utilization of parking funds.

5) **Support the Forty Foot Height Allowance:**

Presently the buildings in the Downtown District can be forty feet in height. In an effort to encourage property owners to voluntarily seek larger national retail and restaurant tenants for their ground floor properties, buildings could be redeveloped to the maximum four stories presently allowed and would not include any restrictions regarding residential use. Property owners could voluntarily amalgamate buildings to achieve this initiative. This discussion is presently on-going with the DVAC and would need to go to before the Planning & Zoning Board and Town Commission.

6) **Facade Upgrading Program:**

The Town Manager will begin an effort to create a consortium of banks operating in the Downtown District over the summer to develop financing for a facade upgrading program for the district's property owners and businesses. Details regarding this proposal would go to the Town Commission in September, 2011. Proceeds from the Parking Fund could be utilized to reduce the interest on loans granted for facade improvements.

7) **Business Improvement District:**

The Town Manager will continue to meet with the downtown property owners over the summer to develop a possible Business Improvement District for the Downtown District. This initiative will be presented to the Town Commission in the Fall of 2011.

8) **94th Street Parking Garage Feasibility:**

A feasibility analysis will be accomplished over the summer relative to developing the 94th Street parking lot into a garage with the possible conjunction of the contiguous properties along Collins Avenue. The intent of this project would be to rent additional parking for a southern anchor to the east side of Harding Avenue and to allow sufficient space for small scale national retail and restaurant opportunities.

While it is important to note that many of the above proposed initiatives have multiyear timelines for completion, if approved by the Town Commission, there are other initiatives that have had an immediate and on-going impact in the Downtown District. Through the actions of this committee, Surfside's downtown is experiencing an increase in the upgrading and maintenance of the buildings in the district. The Town will continue with Code Enforcement to ensure that this mission achieves its goal of positively impacting the aesthetic environment and image of downtown Surfside. A plan for additional short-term aesthetic upgrades could also be continued as a mission of this committee while the long-term proposals are in process.

It is the clear intent of the property owners, DVAC and Town Administration that this memorandum reflects a package of ideas that justify the acceleration of the Moratorium's termination. While these ideas are not contractual between those involved in formulating this conceptual action plan, all of the mentioned stakeholders agree that this represents a good faith vision of an important cooperative approach to a better future for the Downtown District. It is understood that all of these initiatives must be reviewed by the Town Commission. Upon the approval of any or all of the proposed ideas must then be vetted by the appropriate Town Departments before proceeding to the Planning & Zoning Board. The ultimate decision on subsequent implementation remains with the Town Commission.

ATTACHMENT F

Coconut Grove Business Improvement District Makes Innovative Changes in Operations

Grove BID Becomes First Florida Client of Nationally Recognized Provider "Block by Block"

BY MELISSA NOBLES

Beginning June 1, Coconut Grove will be the first improvement district within Florida to welcome the successful Block by Block operations management company to its streets. The announcement of the partnership comes as the Coconut Grove Business Improvement District (BID) celebrates its two-year anniversary.

Block by Block, a complete service provider managing safety, cleaning and hospitality programs for improvement districts, currently serves 33 communities throughout the U.S. It attends exclusively to improvement districts and has branded a concept unlike any other in the operations business: "Downtown Ambassadors."

The Downtown Ambassadors team is carefully selected and trained to exceed in both security and sanitation services. However, unlike many other workers in such fields, the Downtown Ambassadors are also trained as hospitality agents, creating a friendly environment for neighborhood visitors.

Manny Gonzalez, Director of Operations for the Coconut Grove BID, cites Block by Block's BID-focused approach and impressive set of references as a major contributor to their hiring. Particularly, Block by Block's work with the Waterfront Partnership of Baltimore, MD is a success story the Grove is looking to model after.

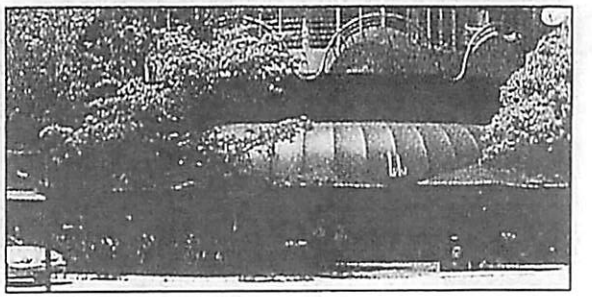
"Since hiring Block by Block, Downtown Ambassadors have achieved promoting the Waterfront as a destination for local and regional visitors," said Gonzalez. "Like the Grove, they also established events to attract and entertain visitors while maintaining operation programs in the core business center."

Sanitation ambassadors will be on hand to sweep, collect litter, remove graffiti and weeds, and clean public fixtures. Simultaneously, security ambassadors will be stationed at the Grove's three information kiosks, on bike and on foot to patrol the area and visit local merchants to maintain constant communication. Ambassadors will be identified by exclusively branded Coconut Grove BID uniforms.

Yet, regardless of position, the unique service provided by all ambassadors will be their knowledge and enthusiasm to engage the public, by providing directions or even recommendations for restaurants, alongside their duties.

> *"There are a lot of great companies in South Florida, but what Block by Block is going to do here is going to change the way improvement districts do business."*

"Where else could you find a company that trains its security and sanitation workers to also provide cordial services and educate tourists with community messages right on the street," said David Collins, executive director of the Coconut Grove BID. "This is truly an evolutionary step up for Coconut Grove, and really the City of Miami"



Keeping up that progressive spirit, the Coconut Grove BID has built on the strong foundation it laid back in 2009. This past April the group celebrated its two year anniversary and the series of new business that has resulted from those efforts.

Leading the list is Paragon Grove 13, Miami's newest cinema complex. It was recently rated the best theater in Miami by AOL and The Miami Heat's Chris Bosch's proclaimed it as his theatre of choice in a recent Ocean Drive Magazine issue.

Also shining examples of the "new Grove" are restaurants Peacock Garden Café and Lulu. Both come as result of their respective owners deciding to expand their businesses inside the Grove Business District, instead of elsewhere.' Arquitectonica, an international brand name in architecture, joins the list of creative heavyweights that have returned to what is commonly becoming known as "Miami's Silicone Valley of design and arts firms."

The Coconut Grove BID attributes success stories like these as strong indicators of the benefits merchants and prospective tenants see in the BID's individual programs. By adding the components offered by Block by Block to existing programs, like the current partnership with City of Miami Police Department and its direct radio communication system, it won't be long before the Grove begins to see more recognition and accolades similar to that of "Safest Neighborhood in Miami."

"There are a lot of great companies in South Florida, but what Block by Block is going to do here is going to change the way improvement districts do business," said Collins. "Instead of just going through the motions, Block by Block offers a truly personal touch translating into more and happier visitors."

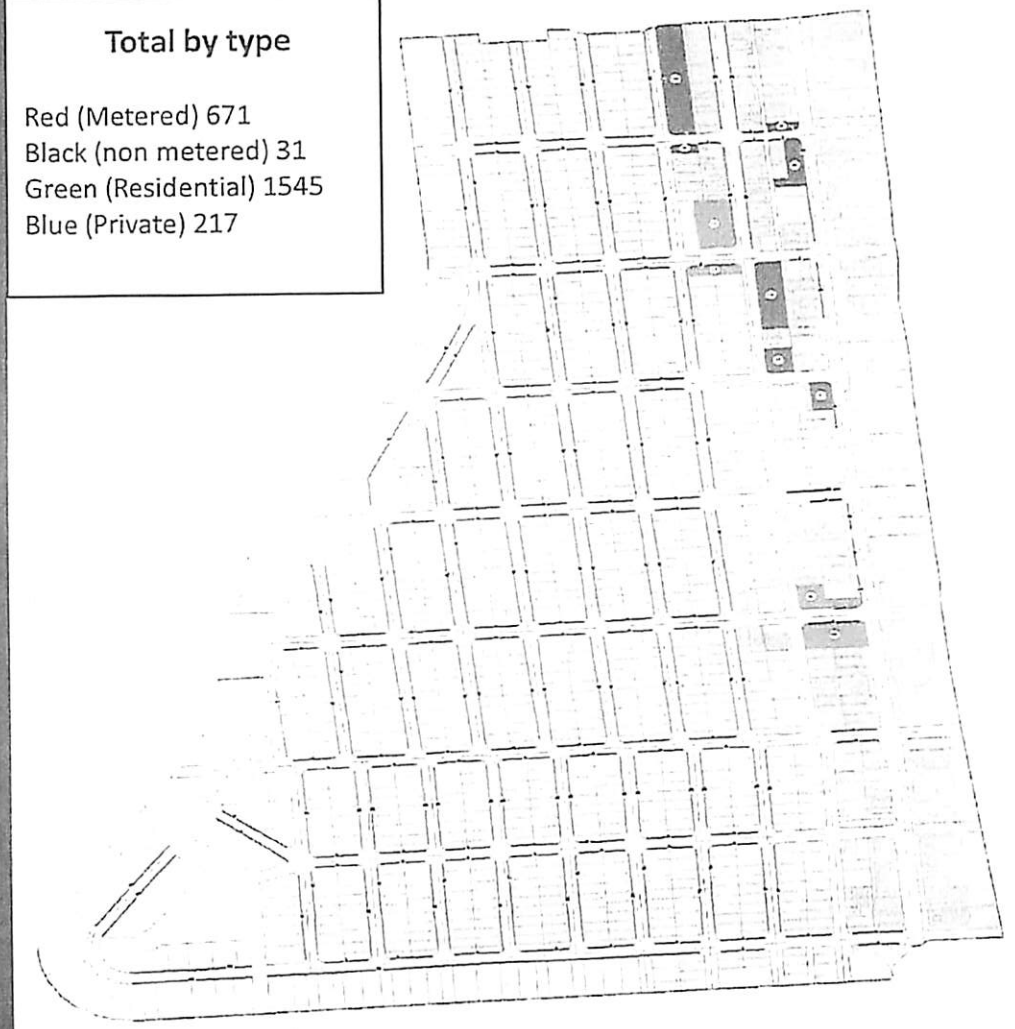
The Coconut Grove BID exists to improve the quality and financial success of the Grove's commercial core. It enhances Grove parking, lighting, sanitation, marketing, and safety, as well as supporting special events. For more information on the Coconut Grove BID, visit www.coconutgrove.com or call 305-461-5506.

ATTACHMENT G

Parking Inventory

Total by type

Red (Metered) 671
Black (non metered) 31
Green (Residential) 1545
Blue (Private) 217

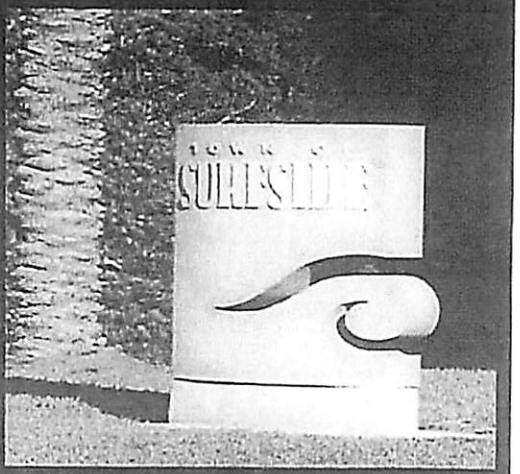


Legend

- Residential parking
- Metered parking
- Non-metered parking
- Private parking

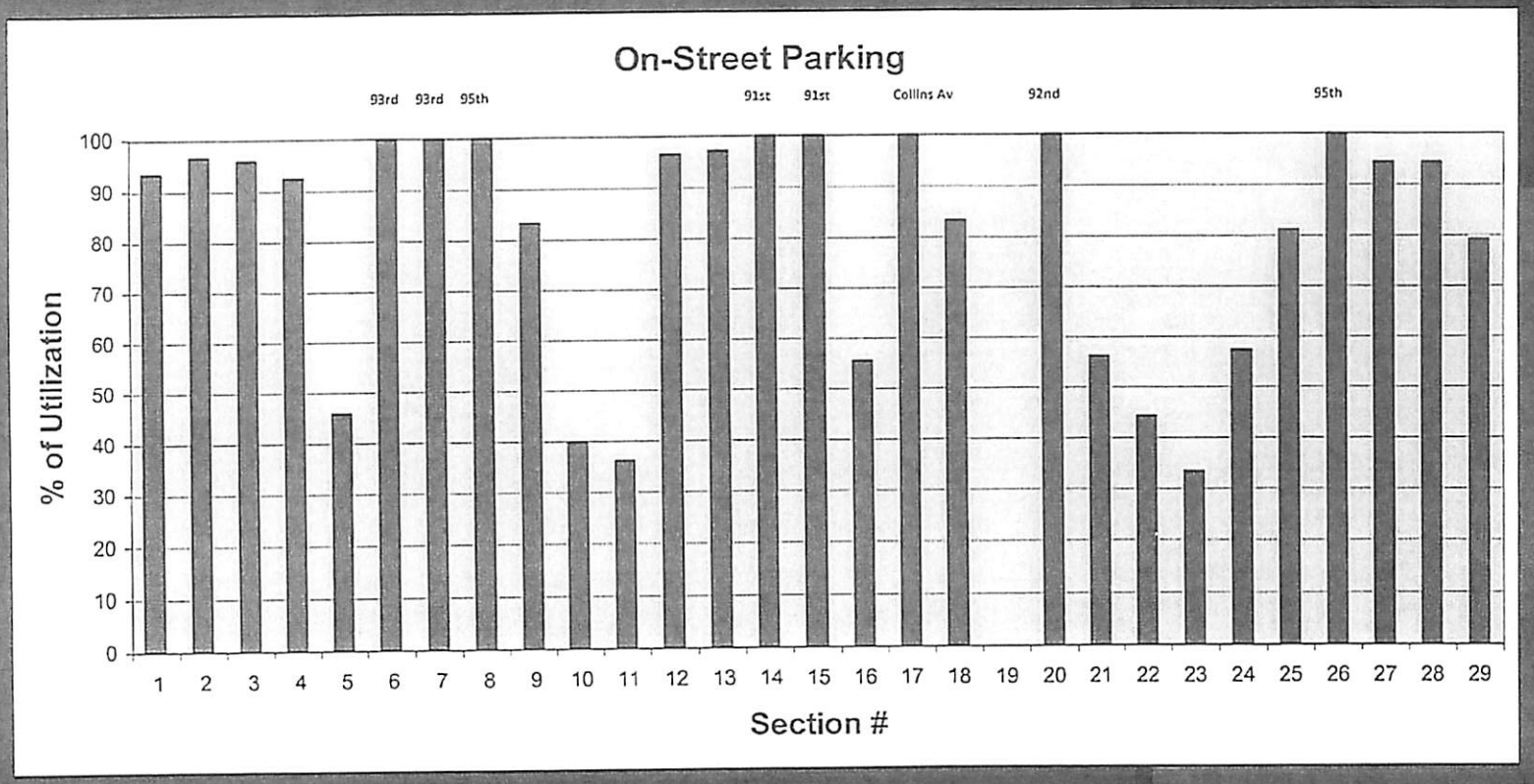
Calvin Giordano + Associates, Inc.

Parking Inventory On-Street Sections



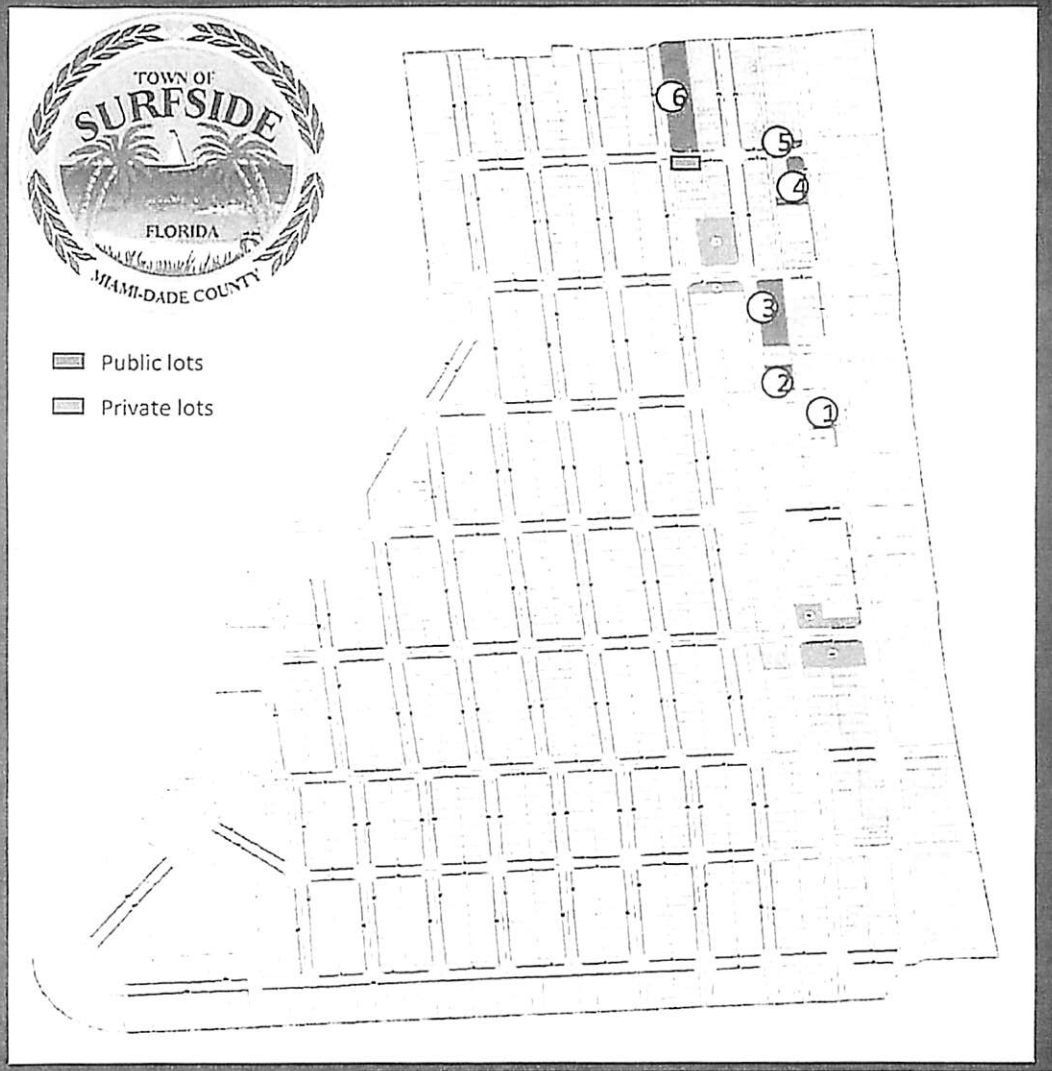
Calvin Giordano + Associates, Inc.

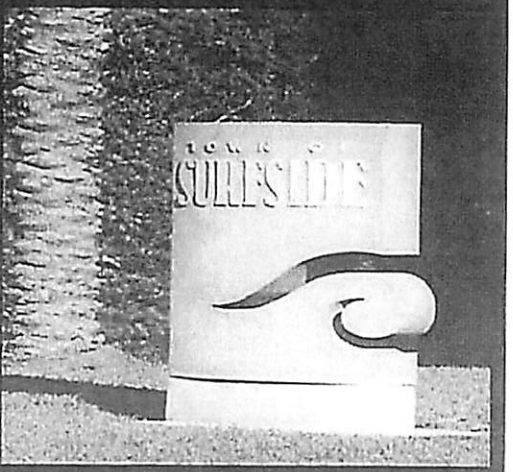
On-Street Parking Utilization



April 20, 2007 between 1:00 pm and 3:00 pm

Parking Inventory Off-Street Sections





- Parking supply is mainly located on the North-East quadrant of the town (Commercial Area)

Off-street Parking Utilization

April 12, 2007 Between 2:00pm and 5:00 pm

Calvin Giordano + Associates, Inc.

ORDINANCE NO. 2011 _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, REPEALING ORDINANCE 2011-1571 "TEMPORARY MORATORIUM ON THE PROCESSING OF SITE PLANS, BUILDING PERMITS, AND THE ISSUANCE OF CERTIFICATES OF USE OR OCCUPANCY FOR NON- RETAIL, NON-RESTAURANT USES FOR THE PROPERTIES GENERALLY LOCATED BETWEEN 96TH AND 94TH STREET AND HARDING AVENUE" AS WAS FURTHER DELINEATED IN THE MAP ATTACHED AS EXHIBIT "A" TO ORDINANCE 2011-1571; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside ("Town"), pursuant to ordinance 2011-1571, imposed a temporary moratorium for the purpose of developing a strategy for the revitalization of the SD-B40 located between 96th and 94th Streets and Harding Avenue (hereinafter referred to as the "Downtown Business District" or "DBD"); and

WHEREAS, the Downtown Vision Advisory Committee ("DVAC") together with staff including the Town Planners and interested property owners and after eight (8) formal meetings have developed an working agreement on several initiatives to address the need to revitalize and reinvigorate the DBD that includes the vision for an appropriate mix of retail, restaurant and non-retail uses as well as other projects; and

WHEREAS, the Town Manager. the Town Attorney, Town Planner and other staff shall begin the work associated with these initiatives for the Downtown Business District and assuming the progress and implementation of these initiatives, once approved by the Town Commission, Staff no longer sees the necessity for a temporary moratorium so long as these initiatives continue to progress;

WHEREAS, the Planning and Zoning Board on May 26, 2011 recommended this rescission and repeal of the downtown moratorium to the Town Commission;

WHEREAS, it is now in the best interest and welfare of the Town to so rescind the imposed temporary moratorium; and

NOW THEREFORE, THE COMMISSION OF THE TOWN OF SURFSIDE HEREBY ORDAINS AS FOLLOWS:

Section 1. Recitals Adopted. That each of the above stated recitals is hereby adopted and confirmed as being true, and the same are hereby made a specific part of the Ordinance.

Section 2. Temporary Moratorium Repealed. Ordinance 2011-1571 is hereby repealed and the temporary moratorium rescinded.

Section 3. Severability. If any section, subsection, clause or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

Section 4. Conflict. All sections or parts of sections of the Town of Surfside Code of Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.

Section 5. Effective Date. This Ordinance shall be effective ten (10) days after adoption on second reading.

PASSED and ADOPTED on first reading this 14th day of June, 2011.

PASSED and ADOPTED on second reading this ____ day of _____, 2011.

_____
Daniel Dietch, Mayor

Attest:

_____
Debra E. Eastman, M.M.C., Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Lynn M. Dannheisser, Town Attorney

On First Reading Moved by: _____

On Second Reading Seconded by:_____

Vote:

Mayor Dietch	yes_____	no_____
Vice Mayor Graubart	yes_____	no_____
Commissioner Karukin	yes_____	no_____
Commissioner Kopelman	yes_____	no_____
Commissioner Olchyk	yes_____	no_____

Town of Surfside
Commission Communication

Agenda Item # 9H

Agenda Date: January 17, 2012.

Subject: Downtown Vision Process Continuum.

Since its inception by Town Commission approval during the January 18, 2011 Commission Meeting, the Downtown Vision Advisory Committee (DVAC) has arguably proven to be one of our most effective advisory organizations, through a process that has included actionable items at every meeting, that Surfside has seen. The DVAC, originally consisting of sixteen stakeholders, includes representatives from each appropriate Town board and committee, a mixture of single family and condominium residents (including both full time and "snow bird" representation), Surfside business owners and operators, as well as representatives from such local organizations as the Surfside Civic Association and the Surfside Business Association. From the initial meeting on February 15, 2011 this committee has treated all that attend the monthly meetings as part of the committee; evaluating all contributions to the discussion items and initiatives. Feedback from many residents, board and committee members and downtown business operators and owners formed the consensus that there is a need to reinvigorate the Surfside business district after years of conversation and little tangible action.

With the Miami Dade County Property Appraiser preliminary tax roll for 2011 release on June 1, 2011, acknowledging the continued decrease in property values in Surfside, and the workshop on the Five Year Financial Plan that demonstrated the need to diversify the Town's source of property tax from the current 80/20 split (residential/commercial) to a more balanced distribution, the Town Commission saw the necessity for a proactive approach to diversifying Surfside's tax base. The comprehensive vision for downtown, developed in a broad based community stakeholders' process, was presented to the Town Commission on June 14, 2011 as a path to revitalize the downtown business district with the ultimate focus on supporting existing businesses, attracting new businesses and creating an environment that will support the diversification of the tax base.

As the need to strengthen Surfside's downtown as the social, cultural and economic center of the Town was established, the DVAC was directed to return to the Town Commission with a comprehensive vision for the district. A broad series of recommendations (the "vision") was presented to the Town Commission on June 14, 2011 in an effort to establish a path forward. The status of the elements of the vision are included in this update. There is clear consensus from this committee that these initiatives for downtown, taken as a package, would provide a beneficial blueprint for a revitalized downtown. While some of these have been achieved, or are being implemented on a continuous basis, all the initiatives are interconnected. Operating on the basis that a thriving downtown can enhance the quality of life for Surfside's residents and improve the visitor experience, the committee continually and passionately addresses many issues such as:

Downtown Code Enforcement: From the very first meeting the DVAC has exhibited a unanimous displeasure in the public and private maintenance of Surfside's downtown. Based on consensus from the committee the Town Code Enforcement identified all external code violations in the downtown business district. Courtesy notices were sent to all applicable business owners/property owners. The Town Manager has assured the committee that all violations would be addressed through the Code Enforcement process until full compliance is achieved. This means that penalties will soon be applied to non-responsive property owners and eventually the matter could go to Special Master. Violations that do not require permits such as clean windows, clean trash behind buildings, remove illegal signs and clean alleys behind stores were expeditiously completed. Violations that require permits such as painting the building, repairing windows and façades as well as exposed electrical wires (etc) required more time to complete. However, it is visually evident that this has been an overwhelming success as the downtown district has not looked better in many years. With the purchase of the Town Commission approved power washer, the gum has been removed by Public Works staff from the sidewalks in the downtown district and the overall appearance of the sidewalks has improved dramatically. All of the palm trees in the district have been pruned. These completed projects, are interconnected to the parking lot improvements, new landscaping contract, vacant window coverings, news rack and awnings ordinances (see below). This is a testament to the Town's response to the DVAC members concerns and to the overall continued commitment to enhancing the aesthetic of Surfside's downtown.

Parking Lot Improvement/Landscaping: The parking lot on 95th Street and Collins Avenue, including the extension lot, has been repaved, striped and landscaped. This project is on-going with recent re-landscaping of the 94th Street and Municipal Parking lots. The addition of central parking pay stations has forged the way for a more welcoming experience to visitors and residents' using the Town's parking facilities. The holiday season forbearance on citation writing was also successful.

Vacant Windows Ordinance: In order to address the aesthetic look of the ground floor vacant property windows downtown, Town Staff were requested to amend the Town's ordinance that addresses vacant windows. Approved by Town Commission on June 14, 2011, the Town now requires downtown property owners to pay for the Town installation of a Town issued external decorative window covering when their ground floor properties are vacant. Through the use of Surfside photos, many donated by resident photographers, this initiative has positively impacted the visual aesthetic of downtown creating an 'art in public places' experience. The next installment is set for 9569 Harding Avenue where the property owner contacted Staff to notify of a vacancy and request a covering.

News Racks Ordinance: This initiative also addresses the downtown, and overall Town, aesthetic by requiring news rack dispensers to adhere to a specific desired look. The ordinance, passed by Town Commission on July 12, 2011, requires Staff to work with a dozen publications identified as having a presence in the Town through their present use of news rack dispensers. A six dispenser news rack was ordered and delivered with placement set for Harding Avenue at 95th Street by end of January 2012. Staff will continue to assist all publications in effecting compliance of the new ordinance.

Awnings Ordinance: Part of the on-going effort to create a more aesthetically pleasing downtown environment, clearly defined guidelines for awnings will be coming before the Town Commission for final approval on the January 17, 2012 agenda.

The Moratorium Ordinance: The Town Commission adopted a Moratorium Ordinance on second reading at the April 12, 2011 Commission Meeting. The moratorium restricted the downtown property owners to only renting their ground floor spaces to retail and/or restaurant businesses for six months. The intent of the moratorium was to allow the DVAC enough time to discuss the issue of restricting service industries from the ground floors of downtown buildings and to return to the Town Commission with a recommendation. While the moratorium has been rescinded, Town Staff were instructed by the Town Commission to return with recommendations from the DVAC within three months.

As a direct result from the enacting of the moratorium, the Town Manager was contacted by concerned downtown property owners regarding the restrictions and a meeting was held with owners on April 26, 2011. Sixteen property owners, a number from the same family trust, representing approximately seventy percent of the buildings downtown were in attendance. During this meeting a series of conceptual initiatives were discussed and approved by consensus from the attendees in exchange for terminating the Moratorium Ordinance prior to its sunset date.

These initiatives were subsequently presented to the DVAC at the April 27, 2011 meeting and were approved in principle by consensus from those in attendance. Some members at that meeting still expressed their concern for giving up the restrictions on street level service businesses as they strongly felt that this was the only method to achieve the type of dynamic and vibrant downtown that all favor. The DVAC requested

Town Staff to return at the next meeting, held on May 12, 2011, with a more specific written statement, including timelines, for ratification by the members so that this vision could be presented to the Town Commission for review at the June 14, 2011 meeting.

At the DVAC meeting on May 12, 2011 a memorandum listing the rescinding of the moratorium with corresponding initiatives to be taken as a package was presented. Designated representatives of the property owners, accompanied by some of their service oriented tenants and concerned residents, came to the meeting as a reflection of their commitment to the vision. Upon discussion of the initiatives, since approved in principle by the DVAC and the property owners, it became apparent to Town Staff that the division between the various stakeholders was deeper than expected. The DVAC voted six to three to adopt the vision, with the rescinding of the moratorium, but to revisit a plan for restricting ground floor uses to retail and/or restaurants with a distancing/grandfathering provision. As this is a non-negotiable action for the property owners to support all the elements of the DVAC vision, the owners left the meeting quite distressed. Upon further reflection and heated discussion amongst the DVAC it was decided that a second vote should be conducted regarding the vision. This second vote resulted in a seven to two vote in favor of rescinding the moratorium as soon as possible and to approve all of the initiatives presented as a package. The DVAC directed the Town Staff to return at the May 25, 2011 meeting with a more definitive plan of action, including specific timelines and commitment requirements from the various stakeholders, for ratification before presenting to the Town Commission for review at the June 14, 2011 meeting. The consensus from the DVAC members was that the Town needed something to bind the property owners to all of the initiatives that they have presently committed to in good faith only.

The Planning & Zoning Board met on May 26, 2011 and thoroughly discussed rescinding the Moratorium Ordinance and for the grand vision to be presented to the Town Commission on June 14, 2011. Understanding that every item needs significant research and discussion and must be vetted through the various Town Departments, Boards, Committees and Town Commission, the Planning & Zoning Board unanimously approved the rescinding of the Moratorium Ordinance and the acceptance of the package of vision initiatives previously approved by the downtown property owners and DVAC that are presented in this memorandum. The Town Commission subsequently voted to rescind the moratorium and to accept the vision initiatives as on-going discussion and vetting initiatives.

Upgrading Alleys: A study of the Town's parking lots and alleys was awarded on June 14, 2011. This study included the viability of upgrading the alleys, both privately and publicly owned, on both sides of Harding Avenue. The plan also addresses the possibility of creating a breezeway from the east side of the Abbott Avenue parking lot through to the west side of Harding Avenue. Financing could be achieved by a joint venture with the property owners of the private alley and the utilization of parking funds. In effort to move forward, the Development Impact Committee secured a financial commitment from the Grand Beach Hotel Surfside developers to underground the

utilities in the alley west of their Collins Avenue West building and the CVS expansion also includes requirements to address the utilities on the building facing the Abbott parking lot. The Town Commission was presented with conceptual renderings of what the alleys could become. The next step would be the completion of an overall vision and strategic plan for the alleys.

Wayfarer Signage Program: As part of the parking lot/alley improvement study, a wayfarer program was identified. The Town Commission was presented with renderings of potential Town entrance signs, parking identifiers and beach informational signs. The approved consultant is formulating the required specifications for such signs so that the project can proceed to a competitive bidding process. The entire project will be brought back to Town Commission for approval.

Branding: Through multiple DVAC meetings and a workshop devoted to branding conducted with presentations from branding experts, DVAC has decided that this issue needs to be tackled by professionals that specialize in this arena. Staff will prepare on RFP and return to Town Commission for discussion and direction.

Business Improvement District: The Town Manager will continue to meet with the downtown property owners and tenants over the spring to develop a possible Business Improvement District (BID) for the Downtown District. The basic premise of a BID is that the Town agrees to continue to provide a basic level of service and that incremental services such as extra police protection for expanded special events, maintenance for specialty landscaping, downtown marketing programs, cleaning after special events, and the retention of consultants to secure tenants are funded with a self imposed charge on the owners which is generally passed on to the tenants. The use of these funds is governed by the board of the BID. The process for establishing the District and ensuring that funds are collected and property spent is governed by State law and an agreement with the Town Commission. This initiative will soon be detailed to the Town Commission before embarking on a competitive bid process to secure an experienced firm to assist with the BID process and implementation.

Facade Upgrading Program: The Town Manager will begin an effort to create a consortium of banks operating in the Downtown District to develop financing for a facade upgrading program for the district's property owners and businesses. Proceeds from the Parking Fund could be utilized to reduce the interest on loans granted for facade improvements. Miami-Dade's "Mom & Pop" grants, set to be rolled out on January 17, 2012 (see below) may be able to assist some of the downtown businesses with such facade adornment improvements as appropriate awnings and signage.

Abbott Avenue Parking Garage Feasibility Study: A feasibility study would address a garage project on the Abbott Avenue parking lot, an upgrade to the alley on the east side of the parking lot to facilitate a more pedestrian friendly environment and access to the Harding Avenue east side businesses, as well as the possibility of rezoning the west side of Abbott Avenue from 95th to 96th Streets to allow very limited commercial use and/or live/work use in the existing homes. An appropriate landscaping buffer on the

west side of the Abbott Avenue homes would also be addressed. A proposed RFP to retain a consultant to complete the parking structure study appears on the January 17, 2012 Town Commission Agenda.

The Current Forty Foot Height Allowance and Amalgamation of Properties: Presently the buildings in the Downtown District can be forty feet in height. In an effort to encourage property owners to voluntarily seek longer frontage national retail and restaurant tenants for their ground floor properties, buildings could be redeveloped to the maximum four stories presently allowed and would not include restriction regarding residential use. Property owners could voluntarily amalgamate buildings to achieve this initiative. This initiative has not begun and will be discussed with the Planning and Zoning Board before a recommendation for the Town Commission is formulated.

Development of an East West Corridor on 95th Street from Abbott Avenue to the Beach: The Development Impact Committee worked on the preliminary design theme for this project which was presented to the Town Commission. This initiative saw a significant contribution from the developers of Grand Beach Hotel Surfside and financial commitment from the developers of 9501 Collins Avenue. An improved linkage on 95th Street, and eventually 94th Street, to Harding Avenue will help ensure that this project becomes an asset to downtown and increase business development as well as augment visitor satisfaction and enhance the downtown experience for our residents. A workshop is planned in the near future to enhance understanding of the concept.

Rebuilding of Harding Avenue Sidewalks: If the Town Commission determines the need for a garage on the Abbott Avenue parking lot, and the project moves forward to completion, then the Town Administration will address expanding the sidewalks on Harding Avenue between 94th and 96th Streets in the Downtown District by removing some of the existing parking spaces. This would be feasible as adequate parking would now be available in the new Abbott Avenue garage. A small number of spaces on Harding Avenue would remain for bus lay-bys and a valet parking service. The wider sidewalks would provide more space for outside café seating and enhanced landscaping and streetscaping. A Sidewalk Café Ordinance would govern all aspects of café seating and street use (see below). The financing of this project is yet to be determined but could be achieved through a joint venture with the Town and an assessment on the downtown properties.

Sidewalk Café Ordinance and FDOT Agreement: The Town Commission will review an agreement with the Florida Department of Transportation (FDOT) governing the use of Harding Avenue business district sidewalks and café seating in the near future. FDOT requires these agreements with all jurisdictions that have café seating on FDOT sidewalks. This agreement, based on the one FDOT presently has with Miami Beach, will lay the foundation for an overall Sidewalk Café Ordinance; set for first reading at the February 14, 2012 Commission Meeting. This ordinance will define all aspects of café seating and umbrellas, including signage and menu posting, while maintaining ADA compliance.

Miami-Dade "Mom & Pop" Grants: These yearly grants, due for release on January 17, 2012 are distributed through Commissioner Heyman's office and are available to approved businesses in Surfside. They do not require matching funds and may be able to assist our downtown property owners and business operators on aesthetic improvements, marketing plans and securing inventory. Once Staff receives information on this year's grants, and subsequent requirements, outreach will be conducted to assist in securing as many of the grants as possible for Surfside's downtown.

Through the actions of the DVAC and the property owners, and with Town Commission support, Surfside's downtown is experiencing an increase in the upgrading and maintenance of the buildings and the public spaces within the district. Vacant properties are being leased and interest in the remaining vacancies is increasing. The Town will continue with Code Enforcement to ensure that this mission achieves its goal of positively impacting the aesthetic environment, safety and image of downtown Surfside. The Town will also continue its efforts to increase maintenance of the area such as the steam cleaning of sidewalks and to work with DVAC and other relevant boards and committees on additional short-term aesthetic upgrades. The FDOT repaving project will also add new crosswalks at all intersections and at the mid-block pedestrian lights.

The clear intent of the property owners, DVAC and Town Administration is that the initiatives and vision evolve in a very short time frame as directed by the Town Commission and with minimal cost for consultants. The initiatives and vision provide a path to sensitively bring our downtown to a more contemporary place without losing its hometown feeling. This is also a necessary element of the Town Commission's stated goal of creating property tax equity and fairness through expansion of commercial uses without deteriorating our quality of life. It is the unanimous recommendation of DVAC to continue with the path forward with these initiatives and others that may develop along the way. As so much has positively shaped the downtown through all of these efforts, now is not the time to become complacent. A renewed focus and commitment is required by DVAC, the Town Administration and Town Commission. DVAC has pledged to continue with the process as it is energized by the results and momentum. Staff is committed to reinvigorate the number of stakeholder members to ensure a robust and diverse group to take the vision to the next level for Commission review and endorsement.

TEDACS Director

Town Manager

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: **Roger Carlton, Town Manager**
Duncan Tavares, TEDACS Director

FROM: **Lynn M. Dannheisser, Town Attorney**
Sarah Johnston, Esq.

DATE: **June 25, 2012**

SUBJECT: **Business Improvement District Process**

CREATION OF A BUSINESS IMPROVEMENT DISTRICT (BID)

1. *Local planning ordinance*–Town passes ordinance authorizing the creation of a BID.

2. *Enacting Ordinance*-Town then declares a need for a BID and creates a district with an enacting ordinance setting forth:
    - Conditions creation of the BID on referendum approval
    - Authorizes the BID to levy ad valorem tax (up to 2 mills annually)
    - Authorizes the use of special assessments to support planning and implementation of the BID (subject to Fla. Stat. §163.514)
    - Specifies boundaries, size, and name of the district
    - Authorizes the district to receive a planning grant
    - Provides for the appointment of a 3-member board of directors for the BID
    - May authorize the BID to exercise eminent domain
    - May limit the uses of the BID powers granted in Fla. Stat. §163.514
    - Must notify Dept. of Legal Affairs and Dept. of Economic Opportunity of establishment within 30 days.

- May authorize BID to develop and implement community policing (in consultation with local law enforcement).

3. *Special Assessment Resolution*-A resolution declaring the intent to assess a special assessment shall be passed and shall include:
    - an assessment plot showing the area to be assessed, plans/specifications, and an estimate of the cost of proposed improvements, details of the proposed programs, services, and projects, and a cost estimate (as part of a Business Plan and Budget) shall be available for inspection
    - a preliminary assessment roll shall be on file for inspections

4. *A referendum shall be held within 120 days after*:
    - the Town enacts an ordinance declaring a need for the BID and creating the district OR
    - a petition with 40% of electors of the proposed BID or 20% of the property owners of the proposed BID calling for a referendum to determine whether the BID shall be created.

5. *Compilation of the affected registered voters*-The referendum to implement a BID requires that within 45 days of enacting the ordinance (creating the BID) or presentation of a petition (requesting a referendum) the Town Clerk/Supervisor of Elections shall compile a list of the registered voters in the proposed BID.

6. *Notification of affected registered voters*-Within 45 days of creation of the registered voter list the Town Clerk/Supervisor of Elections shall notify each person on the list of the date of the upcoming election, the taxing authority, and method for voting (other items to be included in the notice are detailed in Fla. Stat. §163.511) Any person who should but does not appear on the list compiled by the Town Clerk may register to vote. The registration list shall remain open for 75 days after enactment of the ordinance creating the district.

7. *Ballot is mailed*-Within 15 days after closing the registration list the Town Clerk/Supervisor of Elections shall send a ballot to each voter on the registration list. The ballot language and method for filling out is detailed in Fla. Stat. §163.511.

8. *Appointment of the BOD*-Within 30 days of the approval of the creation of the BID the Town Commission shall, by a majority, appoint the three directors for staggered 3-year terms. Fla. Stat. §163.511 sets forth the make-up, initial terms, and organization of the board.

9. *Time limitation*-The BIDS are limited to a 10-years of operation, continuation beyond that time-frame is subject to referendum approval.

10. *Special Assessment Public Hearing*-Subsequent to a referendum authorizing creation of a BID and after completion of a preliminary assessment roll the Town shall by resolution fix a time and place at which the owners of the property to be assessed can be heard.
    - the date, time, and place of a duly noticed Public Hearing to the be held by the Town Commission following approval of a majority of the affected property owners

Business Improvement District Creation Process

Ordinance authorizing creation of a BID is passed.
Attachment "A"

Ordinance declaring need for a BID and creating the district is passed.

A resolution declaring the intent to assess special assessment is passed.

A Referendum shall be held within 120 days.

- Within 45 days of enacting ordinance a list of registered voters shall be compiled.
- Within 45 days of creation of the list of registered voters each person shall be notified of upcoming election.
- The registration list shall remain open for 75 days after the enactment ordinance.
- The ballot for the referendum shall be sent within 15 days after closing the registration list.

A resolution fixing the time and place at which the affected property owners shall be heard regarding the special assessment is passed.

Within 30 days of the approval of the creation of the BID, the Town Commission shall appoint 3 directors.

Naples authorizing creation

Attachment "A"

Agenda Item 20
Meeting of 1/14/09

ORDINANCE 09-12332

AN ORDINANCE AUTHORIZING THE CREATION OF SPECIAL NEIGHBORHOOD IMPROVEMENT DISTRICTS OR BUSINESS NEIGHBORHOOD IMPROVEMENT DISTRICTS BY THE ENACTMENT OF A SEPARATE ORDINANCE FOR EACH DISTRICT; PROVIDING ALTERNATE METHODS OF CREATING AND EMPOWERING SUCH DISTRICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section 2(b), Florida Constitution and Chapters 165 and 166, Florida Statutes; Chapters 170 and 197, Florida Statutes; and Chapter 163, Florida Statutes; the City Council has all powers of local self-government to perform municipal functions and to render municipal services in a manner not inconsistent with law and such powers may be exercised in accordance with the Naples City Charter by the enactment of City ordinances; and

WHEREAS, Section 163.511 Florida Statutes specifically authorizes the creation of special neighborhood improvement districts after a local planning ordinance has been adopted;

WHEREAS, Chapter 170 of the Florida Statutes provides that a municipality may levy and collect special assessments against property benefited for the purpose of stabilizing and improving retail business districts through promotion, management, marketing, and other similar services in such districts of the municipality;

WHEREAS The City of Naples Planning Advisory Board reviewed the provisions of this ordinance, conducted a public hearing, and recommended approval of this ordinance authorizing the creation of special neighborhood improvement districts or business neighborhood improvement districts by the enactment of separate ordinances on November 12, 2008.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NAPLES, FLORIDA:

Section 1. The City Council hereby declares the need for a special neighborhood or retail business improvement district, and authorizes the creation of such districts by separate ordinance for each district, which ordinance:

a. Conditions the implementation of the ordinance on the approval of a referendum as provided in Section 163.511(2) Florida Statutes.
b. Authorizes the special neighborhood improvement district to levy an ad valorem tax on real and personal property of up to 2 mills annually.
c. Authorizes the use of special assessments to support planning and implementation of district improvements pursuant to the provisions of Section 163.514(16) Florida Statutes including community policing innovations.
d. Specifies the boundaries, size, and name of the

district.

e. Authorizes the district to receive a planning grant.
f. Provides the appointment of a 3-member board of directors for the district.
g. Authorizes a special neighborhood improvement district to exercise the power of eminent domain pursuant to Chapters 73 and 74, Florida Statutes. Any property identified for eminent domain by the district shall be subject to the approval of City Council before eminent domain procedures are exercised.
h. May prohibit the use of any district power authorized by Section 163.514 Florida Statutes.
i. Requires the district to notify the Department of Legal Affairs and the Department of Community Affairs, in writing, of its establishment within 30 days thereof pursuant to Section 163.5055 Florida Statutes.
j. May authorize a special neighborhood improvement district to develop and implement community policing innovations in consultation with the City of Naples Police and Fire Services Department.

Section 2. A referendum to implement a special neighborhood or business neighborhood improvement district as provided in Section 1. shall be held within 20 days after the occurrence of one of the following:

a. The City Council, by the enactment of a separate ordinance, declares that there is a need for a special neighborhood or business neighborhood improvement district to function within a proposed area; or
b. A petition containing the signatures of 40% of the electors of a proposed special neighborhood improvement district area or 20% of the property owners of a proposed special business neighborhood improvement district area is presented to City Council. The petition shall define the proposed area and shall state that it is for the purpose of calling a referendum to determine whether a special neighborhood or business neighborhood improvement district should be created in such proposed area.

Section 3. A referendum to implement a special neighborhood or business neighborhood improvement district as provided in Section 1. shall be in accordance with Section 163.511 Florida Statutes.

Section 4. Alternatively, the Council may implement the purposes of this ordinance by adoption of one or more ordinances establishing one or more of such districts and taxing or specially assessing those to be benefited in the district; in any manner Council deems necessary and advisable under the City's Home Rule powers under Article VIII, Section 2(b) of the Florida Constitution or Chapters 165 and 166, Florida Statutes; under authority of Chapters 170 and 197 of the Florida Statutes, or under any other applicable provision general law; or under the Naples City Charter and any applicable ordinance adopted to the Charter. Prior to imposition

of any ad valorem tax for a district, a referendum shall be held in accordance with the provisions of the Florida Constitution and general law.

Section 5. This ordinance shall take effect immediately upon adoption at second reading.

APPROVED AT FIRST READING THIS 17TH DAY OF DECEMBER, 2008.

PASSED AND ADOPTED AT SECOND READING AND PUBLIC HEARING IN OPEN AND REGULAR SESSION OF THE CITY COUNCIL OF THE CITY OF NAPLES, FLORIDA THIS 14TH DAY OF JANUARY, 2009.

_____
Bill Barnett, Mayor

Attest:

Approved as to form and legality:

_____
Tara A. Norman, City Clerk

_____
Robert D. Pritt, City Attorney

M:\REF\COUNCIL\ORD\2009\09-12332

Date filed with City Clerk:_____

Business Improvement District Organization Plan

RMA
REDEVELOPMENT
MANAGEMENT
ASSOCIATES

Submitted by:

Redevelopment Management Associates, LLC
3019 E. Atlantic Blvd. Suite B
Pompano Beach, Florida 33062
954.695.0754 (o)
Contact: Christopher J. Brown
Chris@rma.us.com

Prepared for:

Town of Surfside, Florida
9293 Harding Avenue
Surfside, FL 33154

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iii. LETTER OF TRANSMITTAL

RMA
REDEVELOPMENT
MANAGEMENT
ASSOCIATES

November 28, 2012

Town of Surfside, Florida
9293 Harding Avenue
Surfside, FL 33154

Redevelopment Management Associates, LLC (RMA) is pleased to transmit a proposed Scope of Work to provide Business Improvement District (BID) consultant services to the Town of Surfside to build consensus amongst property owners, create a district plan and prepare key players for the establishment of the BID:

- Draft a Business Improvement District Plan. This will be an organizational plan identifying next steps for the new BID.
- Build ownership and consensus amongst commercial property owners regarding improvements, programs, services, and management of the BID.
- Establish, in cooperation with the Surfside Downtown Vision Advisory Committee, the geographical boundaries of the BID. Property ownership information will be analyzed.
- Establish, in cooperation with DVAC, a proposed budget and determine the formula for property assessments.
- Present the district plan in public meetings.
- Prepare the property owners and the merchants for the formal establishment of the BID pursuant to Florida Law.

In May 2012, Redevelopment Management Associates (RMA) completed work with the Winter Park, Florida Community Redevelopment Agency (CRA) and the Park Avenue Area Task Force to create a plan for organizing a Business Improvement District (BID) for Downtown Winter Park. In 2010, RMA completed a similar project to create an organizational plan for a BID for Downtown property owners in the City of Naples, Florida.

The Project Manager for the Surfside BID consultation will be Terrell N. Fritz. Mr. Fritz served as District Manager for three years for the BID on Washington Avenue • South Beach in Miami Beach. His responsibilities included overall direction of district improvement efforts. BID projects included daily sweeping, graffiti removal, landscaping and pressure washing of sidewalks, scheduling 28 off-duty police shifts/week, and working with the City of Miami Beach to create and implement clean and safe streets, economic development, parking and historic preservation initiatives. Mr. Fritz coordinated property owner voting procedures for the BID - elections were held annually. The organization's annual budget was $930,000, assessed by linear foot.

In 1999, Mr. Fritz served as Interim Director for Downtown Gables, the Coral Gables BID, including developing a plan for implementing the BID'S Strategic Plan and managing a transition in staffing and nomination/election of a new Board of Directors. The project included one-on-one discussions with community stakeholders, facilitation of Board Meetings, Board and committee orientation in consensus building, recommendations for organization and Board "Buildout", assistance in planning for effective volunteerism and organization management. Mr. Fritz facilitated the election of the new Board of Directors and coordinated the Annual Meeting. Upon project completion in 2000, Mr. Fritz continued to work with Downtown Gables to facilitate the hiring of a new Executive Director and to provide support for the new Board, Executive Committee and staff.

Using the nationally acclaimed Main Street Approach, Mr. Fritz has worked as staff and/or consultant for more than 40 organizations throughout Florida to facilitate BID-like community participation in the direction and management of downtown or neighborhood revitalization efforts.

Principals and Project Manager/Staff resumes are attached. The contact person for this proposal is Christopher Brown at:

Redevelopment Management Associates (RMA)
3109 E. Atlantic Blvd., Suite B
Pompano Beach, FL 33062
chris@rma.us.com P: 561.706.5545

We are excited by the prospect of providing support for the BID initiative in Surfside and sincerely believe we can the ensure the success of your effort to organize property owners to market and improve the Downtown Surfside area,

Please contact us if we can provide further information,

Sincerely,

Christopher J. Brown
Principal Member
chris@rma.us.com
P: 561.706.5545

Kim J. Briesemeister
Principal Member
kim@rma.us.com
P: 954.829.3508

iv. DETAILS

a. Company Background

Redevelopment Management Associates (RMA) is a company owned by its principal members, Kim J. Briesemeister and Christopher J. Brown, each of whom have been engaged in redevelopment and consulting under their own banners – for nearly 50 years combined. The RMA firm was formed in order to combine the talents of its members to provide consulting and management services to government in the field of urban redevelopment.

Working together as RMA, Ms. Briesemeister and Mr. Brown serve as Co-Executive Directors for the City of Pompano Beach, FL Community Redevelopment Agency (CRA). In May 2012, RMA finalized a Business Improvement District (BID) Plan for implementation of branding and marketing strategies for the City of Winter Park, FL. In 2009, RMA worked with property owners in Naples, FL, to create a Business Improvement District (BID). Other current/recent clients in Florida include: City of Oakland Park CRA; City of Dania Beach CRA; and the City of Homestead CRA.

Ms. Briesemeister's areas of expertise for the past twenty-three years have been community redevelopment agency management, including the Hollywood CRA, Fort Lauderdale CRA, West Palm Beach CRA, and most recently the Pompano Beach CRA. Based on her CRA initiatives, Ms. Briesemeister has generated more than $750 million of redevelopment activities.

Briesemeister also has more than 10 years of international redevelopment experience, including the Downtown Management Organization and redevelopment of the historic downtown district of Willemstad, Curacao in the Netherland Antilles. Her work in Aruba, as Vice President of Marketing for Meta Corporation, included repositioning a downtown complex and branding the development for the expansion of a hotel and retail complex.

Ms. Briesemeister served as President of the Florida Redevelopment Association 2006-2007.

Her other specific areas of expertise include tax increment financing and development district financing structures, downtown marketing, urban housing (both workforce and market-rate), community neighborhood organization, redevelopment strategies, and public improvements through street beautification and open space. Her success is unmatched in the industry, as witnessed by the success of the Hollywood, Fort Lauderdale, and West Palm Beach redevelopment areas. Ms. Briesemeister resides in Pompano Beach, Florida.

Mr. Brown's area of expertise over the past twenty years has been community redevelopment, CRA management, urban planning, and real estate development. Mr. Brown managed the highly successful Delray Beach CRA for nine years (1991-2000) and

set the basis for an enormously successful city now known for both its downtown retail development and urban housing.

"The RMA Principals have extensive knowledge of Florida State Statute Chapters on redevelopment!"

Prior to and subsequent to the Delray Beach CRA, Brown spent twenty years as a real estate developer and worked for two public companies, Mitchell Energy and Development (Houston) and Campeau Corporation (Toronto). Since leaving the Delray Beach CRA in 2000, Mr. Brown has consulted for a number of CRA's throughout Florida, and has been a partner in several real estate development projects in downtowns.

Mr. Brown served as President of the Florida Redevelopment Association 2001-2003.

His other specialized areas of expertise include retail development, workforce and market-rate housing, construction, urban planning, zoning, downtown parking, street beautification, business development, and financial feasibility analysis. Mr. Brown has participated in many public/private partnerships both in the public and in the private sectors. He currently resides in Delray Beach, Florida.

RMA has a staff to accommodate the key business areas of focus as well as additional consultants to call upon when specific project needs are requested. The workload of each employee and contractor is measured bi-weekly to weekly with staff meetings. Additional assistance is recruited as required by a project, which is the reason RMA retains several contracted employees to assist on an as-needed basis.

RMA employee's areas of expertise include, but are not limited to:

- CRA Management
- Project Management
- Marketing, Branding, Events
- Urban Planning
- Real Estate and Housing
- Engineering
- Finance

RMA has top notch, creative, experienced employees who focus on redevelopment as it relates to supporting businesses and have a great deal of experience working with property owners. Our approach is both design oriented (particularly focusing on pedestrian traffic) and very implementable.

We plan the work, then work the plan.

b. Detailed Project Listing

CITY OF WINTER PARK, CRA

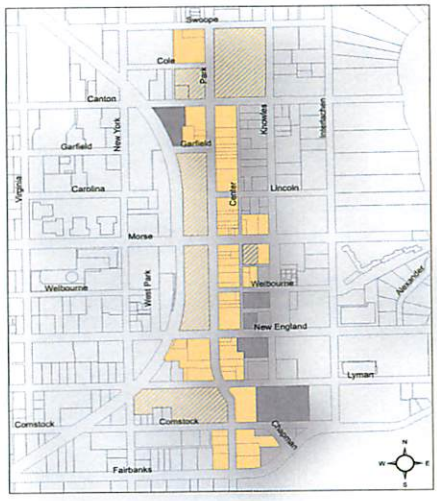
Agency: City of Winter Park, CRA
Location: Winter Park, Florida
Client Info: Dori DeBord, CRA Director
401 Park Avenue South
Winter Park, Florida 32789
P: 407-599-3567
Performance Period: 2010-2011

Team Members Involved: Neil Fritz

Detailed Description Of Project: RMA was hired to provide consulting and advisory services to the CRA and in particular, downtown Park Avenue in Winter Park.

The scope of the project included:

- Building ownership and consensus amongst commercial property owners regarding improvements, programs, services, and management of the BID.
- Establishing, in cooperation with the Task Force, the geographical boundaries of the BID.
- Establishing, in cooperation with the Task Force, a proposed budget and determine the formula for property assessments.
- Presenting the district plan in public meetings.
- Preparing the property owners and the merchants for formal establishment of the BID pursuant to Florida law.



The tasks were completed in May 2012.

CITY OF NAPLES, FL

Agency: 5th Avenue Business Owners
Location: Naples, Florida
Client Info: Jim Smith
649 Fifth Avenue South
Naples, FL 34102
P: 239-290-9230
Performance Period: 2010

Team Members Involved: Sharon McCormick
Chris Brown

Detailed Description Of Project: *RMA assisted approximately 100 property owners in downtown Naples with creating a Business Improvement District (BID) or (assessment district). Meetings took place with the property owners and a report was created to address issues and recommendations on the BID. A downtown marketing plan was also developed alongside these services. Once the BID was created, RMA advertised, interviewed and hired the manager for the Business Improvement District.*

CITY OF POMPANO BEACH, CRA

Agency: City of Pompano Beach Community Redevelopment Agency
Location: Pompano Beach, Florida
Client Info: Dennis Beach, City Manager
100 West Atlantic Blvd., 4th Floor
Pompano Beach, FL 33060
954-786-4601
Performance Period: 2009-Present

Team Members Involved: Sharon McCormick
Terrell N. Fritz
Allison Justice

Old Pompano Commercial District Redevelopment

The Old Pompano historic commercial district lies east of the FEC Railway and Dixie Highway. New zoning was recently implemented in the District, encouraging owners of historic properties to make improvements in accordance with the original character of the building. The CRA is working with Old Pompano property owners through its Façade Improvement Program.

Detailed Description Of Project: RMA was contracted with the City of Pompano Beach in 2009 to manage two CRA districts. Kim Briesemeister and Chris Brown became co-executive directors and staffed the CRA with RMA employees. Since 2009, there has been a host of redevelopment through the CRA along with infrastructure improvements. Projects include the beach, Atlantic Boulevard, Downtown Pompano, and Harbor Village. Staff ranges from marketing and events personnel to engineers, planners and incentive managers. In 2012, the RMA Planner, Natasha Alfonso, received the FRA's Roy F. Kenzie award for planning and design for the Transit Oriented Corridor she helped develop and rezone. Team member Sharon McCormick oversees the marketing and events department and spearheaded the branding efforts for the City of Pompano Beach.

Harbor Village

This project includes the redesign the existing public parking facilities within this commercial subdivision located on Atlantic Boulevard. The main goal of this project is to revitalize the area with pedestrian friendly features and create a pleasant ambience. Some of the proposed enhancements include widening the existing sidewalk in front of the stores, add an attractive landscaping pattern with palms and lush groundcovers, and creating an inviti traffic circulation plan with a finely decorated roundabout at one of the points of access to the site.

CITY OF OAKLAND PARK, CRA

Agency: City of Oakland Park Community Redevelopment Agency
Location: Oakland Park, Florida
Client Info: Ray Lubomski
5399 North Dixie Hwy., Suite 3
Oakland Park, FL 33334
954-630-4344
Performance Period: 2010-Present

Team Members Involved: Allison Justice
Terrell N. Fritz
Sharon McCormick

Detailed Description Of Project: RMA initially consulted in the City of Oakland Park by creating a five-year strategic plan for the City. Twelve locations throughout the City were identified for focus and redevelopment and it was suggested by RMA that the City focus on the Downtown area first. Since the decision was made to redevelop Downtown, RMA was again hired to assist the City in acquiring funds through the RCP process in Broward County and assist in the redevelopment. A marketing contract was also obtained to create a Marketing Plan and business Incentive packages along with coordinating marketing efforts with Main Street. As of October 1, 2012, the budget was approved for marketing and incentive funding and a new contract was signed to retain RMA for the 2012-2013 fiscal year.
In less than one year, and with no marketing funds, RMA was able to secure a Craft Brewery and is nearing a deal with a Culinary Arts School to locate within the Culinary Arts District.

CITY OF DANIA BEACH, CRA

Agency: City of Dania Beach, CRA
Location: Dania Beach, Florida
Client Info: Jeremy Earle, CRA Director
100 West Beach Boulevard
Dania Beach, Florida 33004
P: 954-924-3600

Performance Period: 2009-Present

Team Members Involved: Sharon McCormick
Shawn Mitchell
Kim Briesemeister (Contract with MetroStrategies, Inc.)

Detailed Description Of Project: MetroStrategies, Inc. is a company formed by RMA Principal Kim Briesemeister. MetroStrategies, Inc. was contracted in 2009, before the formation of RMA to create and implement marketing and strategic finance plans. RMA associates Sharon McCormick and Shawn Mitchell have been involved from the beginning of the project. In 2011, Sharon McCormick was presented the Roy F. Kenzie award for the Marketing Materials, Website, and PR. Samples of work completed are located as images on this page.

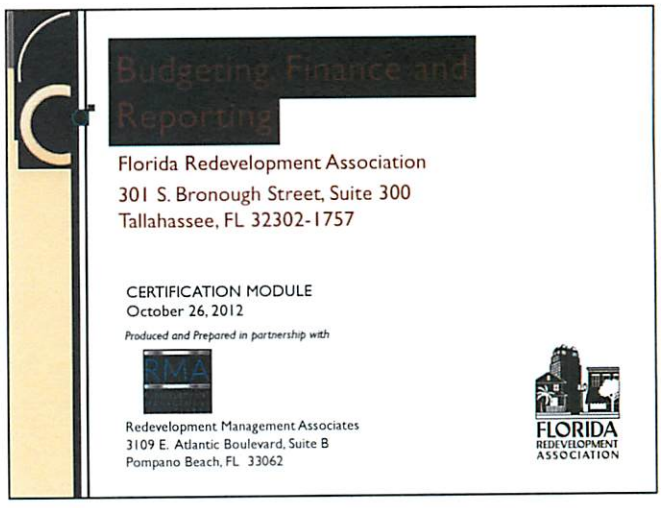
FLORIDA REDEVELOPMENT ASSOCIATION

Agency: Florida Redevelopment Association (FRA)
Location: Tallahassee, Florida
Client Info: Carol Westmoreland, Executive Director
P.O. Box 1757
Tallahassee, FL 32302-1757
P: 850-701-3608
Performance Period: 2012

Team Members Involved: Terrell N. Fritz

Detailed Description Of Project: In March 2012, Redevelopment Management Associates (RMA) began work with the Florida Redevelopment Association (FRA) to create and teach a training module for FRA's Redevelopment Academy professional certification.

Development of the "Budgeting, Finance, and Reporting" module included the following scope:



- Develop an understanding of the scope and scale of the training material required by the FRA.
- Work with the FRA Certification Committee to develop the module.
- Develop the training module for a one-day, 5- to 6-hour presentation in classroom format. This includes production of a PowerPoint presentation, a Study Guide to be provided on CD and, an instructor's teaching guide, and 100 test questions, of which 50 are to be administered at the end of the training.
- The training module will be developed in logical segments so that it could be broken down into "mini-teachings" that could be presented through webinars or other such teaching venues.
- Teach the module to a "test" group upon completion and make adjustments as necessary based on the results of that "test" teaching prior to the formal training session above.
- Be available periodically to teach the module.

The module was conducted during the upcoming FRA Annual Conference in Daytona Beach in October 2012.

c. Resumes

Christopher J. Brown, Managing Member

Specialized Skills

CRA management, economic development, workforce housing, community planning and real estate development

Mr. Brown specializes in urban planning, economic development, and real estate consulting and development for both private and public entities. He served as the Executive Director of the Delray Beach, Florida, Community Redevelopment Agency (CRA), a tax increment-financing district for nine years. Under his direction, the CRA generated over $50 million renovated and revitalized projects in Delray Beach. As CRA Director, he implemented a workforce housing program, established a micro-loan program for small-businesses, developed and managed downtown parking lots, completed extensive street beautification, attracted many urban housing projects, promoted residential neighborhood revitalization, created a Saturday morning Green Market, and co-ventured a million-dollar-a-year, successful downtown marketing program. The CRA is known for its land assemblage capabilities in which developers purchase assembled property from the agency for redevelopment purposes and known for its aggressive business recruitment program. The Agency also received over $3 million in grants for redevelopment over Mr. Brown's nine-year tenure. Prior to and subsequent to the CRA, Mr. Brown spent twenty years as a real estate developer and worked for two public companies, Mitchell Energy and Development (Houston) and Campeau Corporation (Toronto). Since leaving the Delray Beach CRA in 2000, Mr. Brown has consulted for a number of CRA's throughout Florida, and has been a partner in several real estate development projects in inner-city infill downtowns. He is currently the co-Executive Director of the Pompano Beach CRA with Ms. Briesemeister. Mr. Brown served as president of the Florida Redevelopment Association from 2001-2003.

Education and Certification

Licensed Real Estate Broker, State of Florida
Licensed General Contractor, State of Florida
Bachelor of Arts, Yale University
Masters of City and Regional Planning, Masters with Architecture, University of Pennsylvania

Affiliations

Congress of New Urbanism, Member
The Urban Land Institute, Member
The International Council of Shopping Centers, Member
Florida Redevelopment Association - Board of Directors, 1996-2004 and President, 2001-2003
Business Loan Fund of the Palm Beaches, Inc., Board of Directors
Palm Beach Photographic Center, Board of Directors

Teaching Experience

Adjunct Professor, Department of Architecture, Rice University, 1977-83
Adjunct Professor, University of Houston Bates College of Law, 1977-83

Recent Projects

37 unit, downtown mixed-use building, Gainesville, Florida
141 unit, downtown mixed-use building, Sarasota, Florida
14 unit, downtown mixed-use building, Jacksonville, Florida
Community Redevelopment Plan, City of Fort Pierce, Florida
Economic Development Consulting, Town of Lake Park, Florida
Real Estate Lease Negotiations, Bahia Mar Marina, City of Fort Lauderdale, Florida
South Andrews Avenue Commercial Redevelopment Plan and Overlay District, City of Fort Lauderdale, Florida

Kim J. Briesemeister, Managing Member

Specialized Skills

Redevelopment Agency Management, public/private partnership, financing redevelopment initiatives, vision and strategic planning

As a Managing Member of Redevelopment Management Associates (RMA), Kim Briesemeister serves as one of two Co-Executive Directors for the Pompano Beach, FL Community Redevelopment Agency (CRA), a tax-increment-financing district.

Ms. Briesemeister has more than 24 years of national and international experience in the redevelopment field. Briesemeister was responsible for preparing an aggressive $200 million five-year Strategic Finance Plan and redevelopment program for the City of West Palm Beach, Florida CRA. The redevelopment plan included a thorough analysis of the existing conditions in the urban core and identified specific targeted redevelopment strategies to guide the redevelopment of the district, including a financing plan to fund the redevelopment efforts of business attraction and retention, residential and commercial development, business retention, hotel development, a transit-oriented development and neighborhood revitalization.
Ms. Briesemeister previously served as the CRA Director for the Cities of Fort Lauderdale and Hollywood. Both districts experienced explosive growth based on the redevelopment programs she created, attracting more than $750 million in private sector investment. Projects ranged from single-family and multi-family housing developments, to large-scale multi-million dollar mixed- use projects. Many projects required complex deal structures to provide infrastructure, parking or other capital-intensive uses as well as public and private sector commitments.

Education and Certification

Associates in Specialized Business Marketing I & II,
John T. Riordan School of Professional Development
International Economic Development Council

Affiliations

Florida Redevelopment Association, Past President
Urban Land Institute (ULI), Member
The International Council of Shopping Centers, (ICSC), Florida Alliance, Past Co-Chair
International Economic Development Council (IEDC), Member
International Downtown Association (IDA), Member

Awards and Honors

1989 International Council of Shopping Centers (ICSC) Merit Award
1997 Florida Redevelopment Association (FRA) Roy Kenzie Award; Downtown Hollywood Marketing Program
2000 FRA Roy Kenzie Award; Five-year Finance Plan; City of Fort Lauderdale CRA
2001 FRA; Roy Kenzie Award; Best New Project; Avenue Lofts; Fort Lauderdale CRA
2006 Florida League of Cities; City Innovation Showcase
2007 ICSC Maxi Award; Branding & Marketing Northwood Village; West Palm Beach
2009 FRA; Roy F. Kenzie Award; Cultural Enhancement; Art & Wine Promenade, West Palm Beach, FL
2011 FRA; Roy F. Kenzie Award; Marketing

Façade - Before

Façade - After

Terrell N. Fritz, Senior Associate – Project Manager

Specialized Skills

Project direction and management; downtown redevelopment; Business Improvement District (BID); historic preservation; urban design; economic development; strategic planning and marketing

Mr. Fritz is a redevelopment practitioner with more than 20 years of experience in the field. Under the direction of RMA, Fritz currently serves as Downtown Special Projects Manager for the Pompano Beach Community Redevelopment Agency (CRA), a tax-increment-financing district and recently completed a Business Improvement District Plan for implementation of branding and marketing strategies for the City of Winter Park. He has developed and conducted training for the Florida Main Street program, and is currently developing a certification training module for the Florida Redevelopment Association (FRA).

Fritz has worked as staff and/or consultant for more than 35 organizations throughout Florida to facilitate community participation in the direction and management of downtown or neighborhood revitalization efforts, and served as Executive Director of the Downtown Hollywood Community Redevelopment Agency, overseeing a $7 million annual budget and negotiating public/private sector development agreements.

Mr. Fritz served as Executive Director for the Downtown Miami Main Street Program; Interim Director for Downtown Gables, the Coral Gables, Florida BID; and as District Manager for the Washington Avenue — South Beach BID providing 'clean and safe' services and coordinating district marketing efforts for one of the most active 'entertainment' streets in America.

In addition to extensive experience in redevelopment throughout the state of Florida, Fritz was a Senior Project Manager for Crosby Associates International (CAI) in Winter Park, Florida and in Singapore. Applying the expertise gained from five years in quality management with CAI, Fritz develops strategies for sound management, continuous improvement, open participation and consensus building.

Mr. Fritz has been a guest speaker at numerous industry forums including the International Council of Shopping Centers, Florida Redevelopment Association, Urban Land Institute, and the International Downtown Association.

Education and Certification

Bachelor of Arts-Political Science, Cum Laude, University of Central Florida
Congress of New Urbanism Accreditation, University of Miami

Affiliations

Florida Redevelopment Association, Past President
International Council of Shopping Centers, (ICSC), Florida Alliance, Past Co-Chair
Congress for the New Urbanism, Accredited Professional

Recent Projects

- Development of "Budgeting, Finance, and Reporting" training module – Florida Redevelopment Association
- Business Improvement District Plan for Marketing Implementation – Winter Park, Florida
- Downtown Pompano Public Library/Civic Campus
- Downtown Pompano Connectivity Plan – Pompano Beach, Florida
- Commercial Corridor Redevelopment Master Plan - City of Hollywood, Florida

Downtown Pompano Connectivity Plan – Pompano Beach, Florida

Sharon West McCormick, Senior Associate – Marketing

Specialized Skills

Community branding, communications and consensus building, business attraction and retention strategies, media/public relations, sponsorship, community and special events, research and analysis, and strategic marketing plans.

Ms. McCormick joined RMA with 25 years of experience in community and business development including retail, non-profit and event marketing and management, public and media relations and fundraising. Ms. McCormick was responsible for the creation and implementation of the first strategic marketing plan for the Northwood CRA District in West Palm Beach, FL and the Dania Beach, Florida CRA Downtown and Design Districts. The marketing plan serves as a step-by-step guide for the redevelopment of a specific target area identified in the 5-year strategic redevelopment plan and is updated annually through research/evaluation of programs impact.

The Northwood Village District marketing plan included programs designed and implemented by Ms. McCormick that led to significant achievements including the receipt of an international award and two state awards. As a result of recognizing the value of communications and collaboration, public relations and editorial placement, Ms. McCormick worked continuously with area business owners and the press to increase brand awareness and improve the area's image. She established social media sites, blogs and a web site to further build recognition. Northwood Village has been featured in numerous local print publications, online blogs and magazines and notably the April 2009 issue of national publication, Southern Living Magazine.

Prior to joining RMA, Ms. McCormick served for 5 years as the Marketing & Event Coordinator for the West Palm Beach CRA. Her previous experience in retail store management, non-profit membership, fund and event development, and large-scale community event management, contributed to her ability to assess and understand the needs of small business owners, the business community and the surrounding neighborhoods. Ms. McCormick draws on this ability when developing actionable marketing, event and communications plans to improve a commercial district.

Education

John T. Riordan School for Professional Development, ICSC, Marketing I and II Certificates
Appalachian State University, Bachelor of Science Criminal Justice, Cum Laude

Affiliations

International Council of Shopping Centers; Florida Redevelopment Association, Member
Junior League of the Palm Beaches, Sustaining Member

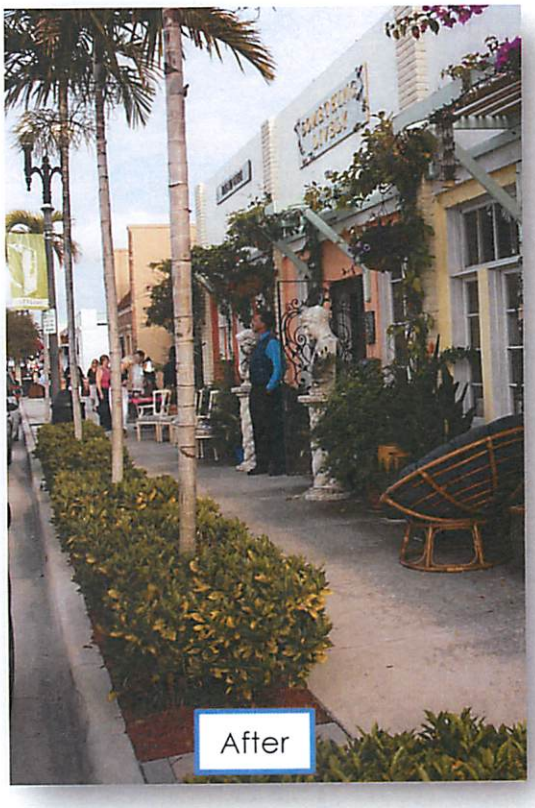
Awards

- 2007 ICSC Maxi Award; Marketing Excellence — Public Relations; Branding and Marketing Northwood Village, West Palm Beach CRA
- 2009 FRA; Roy F. Kenzie Award; Cultural Enhancement; Art & Wine Promenade, West Palm Beach
- 2009 FRA; Roy F. Kenzie Award; Creative Organizational Development and Funding; Business Retention & Improvement Program; West Palm Beach
- 2011 FRA; Roy F. Kenzie Award; Marketing and Communications, Dania Beach Marketing and Rebranding Initiative

Recent Projects

- Culinary Arts District Marketing Plan Creation and Implementation, City of Oakland Park
- Marketing Director, Communication and Events, City of Pompano Beach
- Marketing Plan, Implementation, Budgeting, City of Dania Beach

Before



After

Art & Wine PROMENADE Northwood Village

SERVICE AGREEMENT

Town of Surfside
and
Redevelopment Management Associates, Inc.

THIS AGREEMENT is made and entered into this _____ day of _____, 2012, by the TOWN OF SURFSIDE (the "Town") and REDEVELOPMENT MANAGEMENT ASSOCIATES, INC., a Florida limited liability company (the "Contractor").

WHEREAS, the Town requires services which Contractor is capable of providing under the terms and conditions hereinafter described; and

WHEREAS, Contractor is able and prepared to provide such services as the Town does hereinafter require under the terms and conditions set forth herein; and

WHEREAS, the Town and Contractor agree to $25,000 for creation of an organizational plan for a business improvement district.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows.

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" (Scope of Work); and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. The Town hereby contracts with Contractor to provide consulting advisory services to the Town, and in particular to its Tourist Bureau upon the terms and conditions set forth herein.

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work), attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. This Contract shall be effective upon execution by both parties and shall remain in effect until May 31, 2013.

5. Extension. The Town shall have the option to extend this Agreement for one (1) four (4) month extension not to extend beyond September 30, 2013. Any extension shall be effective upon receipt of a written notice from the Town Manager to the Contractor dated no later than thirty (30) days prior to the date of termination.

6. Maximum Obligation. The Town agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the Town in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. Price Formula. The Town agrees to pay Contractor for performance of the services set forth in this Agreement as follows:

Payment of a fee not to exceed $25,000.00, to be billed as follows, plus reimbursable expenses.

A. Business Improvement District Organization Plan - $25,000, half upon notice to proceed for the Scope of Services outlined in exhibit A and half upon completion.

The fee does not include additional research not contemplated within exhibit "A". Contractor will review existing data to determine if additional research is necessary. Any additional research or outside work must be approved in advance and in writing, by the Town. Any outside vendor work approved by the Town would be billed directly from the vendor with no mark-up from Contractor.

The following expenses are reimbursable at their actual cost: travel and accommodations, long distance telephone calls, postage, facsimile, courier services, mileage (at a rate approved by the Town), photo and reproduction services, fees paid to any governmental authority. Any monies advanced by s for expenses will be repaid within thirty (30) days upon receipt of expense invoice and appropriate back-up materials. Contractor will not advance more than $100 for materials or services within a given thirty (30) day period.

8. Invoices. All invoices shall be submitted to the Town for approval and payment will be issued within thirty (30) days of submittal. Contractor shall provide the Town with an invoice by the fifteenth day of each month following the completion of Work.

A. The Town shall make payment on said invoices of approved amounts due, as required under the Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished. If there is a dispute with regard to an invoice, the Town may withhold payment until all requested supporting materials are received from Contractor and the dispute is resolved. The Town may pay to the Contractor the undisputed portion of the invoice.

9. Disputes.

A. Any factual disputes between Town and the Contractor in regard to this Agreement shall be directed to the Town Commission of the Town of Surfside and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Miami-Dade County, Florida.

10. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: Christopher J. Brown,
Managing Member
Redevelopment Management Associates
3109 E. Atlantic Blvd., Suite B Pompano Beach, FL 33062
Phone: 561.706.5545
chris@rma.us.com

If to Town: Duncan Tavares
Tourism, Economic Development, Community Services Director,
Town of Surfside
9293 Harding Ave., Second Floor
Surfside, Florida 33154
Phone: 305-864-0722
dtavares@townofsurfsidefl.gov

11. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by the Town and the Town shall cooperate in the carrying out of the work without undue delay.

12. Termination. This Agreement may be terminated without cause by either party upon sixty (60) days written notice to the other party.

A. This Agreement may be terminated by either the Town or the Contractor upon failure by the other to satisfactorily perform the terms and conditions of this Agreement, if either does not satisfactorily perform within ten (10) days of receipt of written notice from the other specifying the manner of failure. In the event of such termination, the Contractor shall not be entitled to further compensation from the Town for work performed or costs sustained following the date of such termination.

B. In the event that the Town should determine to suspend or abandon all or any part of the work described herein, it shall give written notice to the Contractor who shall immediately terminate all work affected. Within thirty (30) days of the date of abandonment, the Town shall pay the Contractor compensation for expenses incurred and work completed up to the receipt of notice of abandonment as final settlement for services rendered, compensation at the rate set forth herein for all of the Contractor's services performed prior to receipt of notice of abandonment. Upon making such payment, the Town shall have no further obligation to compensate the Contractor.

13. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; riots, strikes, war or civil disorder; unavailability of fuel.

14. Insurance. The Contractor shall secure and maintain throughout the duration of the Contract insurance of the type and in the amount specified below and shall demonstrate its ability to do so. Any exceptions to the insurance requirements in this section must be approved in writing by the Town.

A. Comprehensive General Liability ("CGL") insurance, with minimum limits of half a Million Dollars ($500,000) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability, and One Million Dollars ($1,000,000) aggregate.

B. Worker's Compensation, as required by law, but with no less than $1,000,000 for Employer's Liability.

15. Indemnity. Contractor shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Contractor's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the Town for all its expenses including reasonable attorney's fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Contractor's performance or non-performance of this Agreement.

The Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by them, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Agreement. Contractor shall secure all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this Agreement for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the Town.
The Contractor shall defend, indemnify and hold the Town, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney

fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Town.

16. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the Town, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment. The Contractor shall not hire a subcontractor to perform its duties under this Agreement without the prior written approval of the Town. This Agreement may only be amended by the parties with the same formalities as this Agreement.

17. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agree to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

18. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

A. Confidentiality of documents. The Contractor understands the Town is subject to Florida's Public Records Act, Chapter 119, Fla. Stat. and that such books, records, documents and data maintained by the Town are public records unless expressly exempted by general law.

19. Independent Contractor. The Contractor shall each be deemed as independent Contractor for all purposes, and the employees of the Contractor or any subcontractors and the employees thereof, shall not in any manner be deemed to be employees of the Town. As such, the employees of the Contractor shall not be subject to any withholding for tax, social security or other purposes by the Town, nor shall such Contractor or employees be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from the Town.

20. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of the Town. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with the Town and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

21. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Miami-Dade County, Florida.

22. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Town from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

23. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

24. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

25. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

26. Sovereign Immunity. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Town's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

27. Standard of care. Contractor will perform the Services in accordance with the standards of care and diligence normally practiced by recognized consulting companies in performing services of a similar nature. If, during the six-month period following the earlier of termination or completion of the Services under the applicable Request for Service, it is shown there is an error in the Services caused solely by Contractor's failure to meet such standards, and Town has promptly notified Contractor in writing of any such error within that period, Contractor shall perform, at Contractor's cost, such corrective consulting services within the original Request for Service as may be necessary to remedy such error. This Article is not to be construed to limit remedies under Florida law for breach of contract, negligence or other civil actions not involving warranties or guarantees.

28. Ownership of documents. Immediately upon delivery and payment by the Town to the Contractor, all plans, specifications, detail drawings and other documents prepared in connection with the Agreement, shall be and remain the property of Town and are not to be used by the Contractor on any other project, except that Contractor may use materials for training or professional presentation purposes, and shall be relinquished to Town at Final Completion or sooner if otherwise required by this Agreement, provided, however, that the Contractor may maintain one record set of said documents. In the event that this Agreement is terminated and the Contractor have been paid in full for services completed to date, the Contractor shall immediately provide electronic copies, in a format acceptable to the Town, of all documents prepared in connection therewith. Such documents shall be provided to Town with an

authorization in a form and substance acceptable to Town from the applicable Contractor authorizing the Town to use the documents.

29. Most Favored Governmental Agencies. Contractor agrees that if, after the Effective Date of this Agreement, it enters into an agreement for the same or substantially similar scope of services with another local government in Florida which contains a term or condition, including fees, charges or costs, that are more favorable than the terms in the Agreement the Town may provide Contractor with written notice explaining how the new Agreement is for the same or substantially similar services and how the new Agreement contains terms or conditions that are more favorable than the terms in the Agreement, and requesting to negotiate an amendment to the Agreement (a "New Agreement Notice"). The parties shall act in good faith to negotiate an amendment to the Agreement that addresses, in a manner that is fair and equitable to both parties, the matters raised by the Town in the New Agreement Notice. If the parties fail to reach agreement upon an amendment within ninety (90) days of the New Agreement Notice, then the Town shall have the right to terminate this Agreement, by providing thirty (30) days advance written notice to the Contractor, such notice to be given no later than one hundred (100) days from the New Agreement Notice.

The Town hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

It is further provided that no liability shall be attached to the Town by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

TOWN OF SURFSIDE

A Florida Municipal Corporation,

BY: _____ _____
Roger M. Carlton, Town Manager Date

CONTRACTOR,

BY: _____ _____
Christopher J. Brown, Managing Member Date
Redevelopment Management Associates, INC.

ATTEST,

_____ _____
Sandra Novoa, CMC, Town Clerk Date

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

BY:_____ _____
Lynn M. Dannheisser, Town Attorney Date

EXHIBIT "A" –SCOPE OF WORK
TOWN OF SURFSIDE – BUSINESS IMPROVEMENT DISTRICT

1. Creation of an Organization Plan for a Business Improvement District Twenty-Two Weeks (December 2012 – May 2013)

During the Commission Meeting on January 18, 2011 the Surfside Town Commission created the Downtown Vision Advisory Committee (DVAC). Since its inception, DVAC has proven to be an effective advisory organization through a process that has included actionable items at every meeting, including the following projects, initiatives and topics of discussion:

- Downtown Code Enforcement
- Parking Lot Improvement/Landscaping
- Vacant Window Ordinance
- News Rack Ordinance
- Awnings Ordinance
- Moratorium Ordinance
- Upgrading Alleys
- Wayfarer Signage Program
- Branding
- Business Improvement District
- Façade Upgrading Program
- Abbott Avenue Parking Garage Feasibility Study
- The Current Forty Foot Height Allowance and Amalgamation of Properties
- Development of an East West Corridor on 95th Street from Abbott Avenue to the Beach
- Rebuilding of Harding Avenue Sidewalks
- Sidewalk Café Ordinance and FDOT Agreement
- Miami-Dade "Mom & Pop" Grants

DVAC discussions have included the possibility of creating a Business Improvement District (BID) for the Downtown District. The basic premise of a BID is that the Town agrees to continue to provide a basic level of service and that incremental services such as extra police protection for expanded special events, maintenance for specialty landscaping, downtown marketing programs, cleaning after special events, and the retention of consultants to secure tenants are funded with a self-imposed assessment on the owners which is generally passed on to the tenants. The use of these funds would be governed by the Board of the BID. The process for

establishing the District and ensuring that funds are collected and properly spent is governed by State of Florida statues and an agreement with the Town Commission.

The next step involves creating a BID plan and, if property owners are supportive, the actual establishment of the BID.

1.1. Draft a Business Improvement District Plan. This will be an organizational plan identifying next steps for the new BID. The Contractor propose a series of meetings with property owners, Town staff, business owners and other area stakeholders to complete the following five (5) tasks:

1.2. Build ownership and consensus amongst commercial property owners regarding improvements, programs, services, and management of the BID. The most important task is the creation of a consensus regarding the programs, budgets, and methods of assessment to achieve the objectives of the BID. This will be primarily achieved through one-on-one and small group discussions to create a core mission for the new BID.

1.3. Establish, in cooperation with the Town, the geographical boundaries of the BID. Property ownership information will be analyzed. Once a consensus of activities has been created, the Contractor will propose a final boundary for the BID for the purpose of adoption.

1.4. Establish, in cooperation with the Town, a proposed budget and determine the formula for property assessments. Based upon the objectives identified for the BID, Contractor will recommend a budget and present all permissible methodologies for assessment, with recommended options.

1.5. Present the district plan in public meetings. The Contractor will organize and facilitate all public meetings required to create the BID.

1.6. Prepare the property owners and the merchants for the formal establishment of the BID pursuant to Florida Law. The Contractor will work with Town of Surfside staff and attorneys to complete all activities required to establish the BID.

Deliverable: BID Organization Plan

Compensation – $25,000

A Timeline for Project Completion is attached.

Town of Surfside Business Improvement District Organization Plan
December 13, 2012 / Proposed Timeline

= on / ahead of schedule
= behind schedule

	Task	Person Responsible	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	WEEK 6	WEEK 7	WEEK 8	WEEK 9	WEEK 10	WEEK 11	WEEK 12	WEEK 13	WEEK 14	WEEK 15	WEEK 16	WEEK 17	WEEK 18	WEEK 19	WEEK 20	WEEK 21	WEEK 22
			MONTH 1					MONTH 2				MONTH 3					MONTH 4				MONTH 5			
			1/21	1/28	2/4	2/11	2/18	2/25	3/4	3/11	3/18	3/25	4/1	4/8	4/15	4/22	4/29	5/6	5/13	5/20	5/27	6/3	6/10	6/17
CREATION OF ORGANIZATION PLAN FOR BID																								
3.1	Draft a Business Improvement District Plan	CB/KB/TNF																						
3.2	Build ownership and consensus amongst commercial property owners	TNF																						
3.3	Establish the geographical boundaries of the BID	TNF																						
3.4	Establish proposed budget and determine property assessment formula	TNF																						
3.5	Present the district plan in public meetings	TNF																						
3.6	Prepare property owners and merchants for formal establishment of BID	CB/KB/TNF																						

Town of Surfside
Commission Communication

Agenda Item #: 5C

Agenda Date: January 15, 2013

Subject: Sidewalk Staining of Collins and Harding Avenue

Objective: Uniformly stain the sidewalk of Collins from 87th to 96th Street, east and west side and Harding from 96th to 94th Street, east and west side. This project will provide a uniform look for the sidewalk (Miami Beach Red) throughout the Town.

Background: Over the course of time the sidewalks on Harding and Collins have become discolored and they have been replaced with different colors of concrete. The replacement accelerated greatly with the water/sewer/storm drainage project.

Analysis: N/A

Budget Impact: The cost of this project is $97,000. We have awarded an amendment to the original contract adopted with Resolution No. 2011-2006 on January 18, 2011 to Lynx Construction, LLC. There were three other proposals received which were both of higher cost.

Growth Impact: N/A

Staff Impact: N/A

Recommendation: It is recommended that the Town Commission retroactively amend the existing contract with Lynx Construction, LLC..

Bill Evans, Public Works Director

Roger M. Carlton, Town Manager

RESOLUTION NO. 13-___

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AN AFTER THE FACT AWARD OF BID IN THE AMOUNT OF $97,000 TO LYNX CONSTRUCTION LLC TO STAIN THE SIDEWALKS FROM 87TH STREET TO 96TH STREET ON BOTH EAST AND WEST SIDES OF COLLINS AVENUE FOR CONTINUITY IN THE COLOR OF THE SIDEWALK THROUGHOUT THE TOWN OF SURFSIDE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Administration obtained three bids from All American Builders, Ric Man International, Inc. and Lynx Construction, LLC to stain the sidewalks from 87th Street to 96th Street, on both the east and west sides of Collins Avenue, for continuity in the color of the sidewalk throughout the Town of Surfside; and

WHEREAS, Lynx Construction, LLC was selected and is recommended by the Town Administration as the lowest, most responsible, responsive bidder; and

WHEREAS, it is in the best interest of the Town to accept the bid from Lynx Construction, LLC after the fact and award the bid in the amount of $97,000.

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

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval. The Town Commission hereby approves the after the fact bid with Lynx Construction LLC to stain the sidewalks from 87th Street to 96th Street, on both the east and west sides of Collins Avenue, for continuity in the color of the sidewalk throughout the Town of Surfside; attached hereto as Exhibit "A."

Section 3. **Authorization of Town Officials.** The Town Manager and Town Attorney are hereby authorized to take all steps necessary to complete the execution of this contract and its construction.

Section 4. **Effective Date.** This Resolution shall take effect immediately upon adoption.

Motion by Commissioner_____, Second by Commissioner _____.

PASSED AND ADOPTED this _____ day of January, 2013

FINAL VOTE ON ADOPTION

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

_____
Daniel Dietch, Mayor

ATTEST:

_____
Sandra Novoa
Town Clerk

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:

_____
Lynn M. Dannheisser
Town Attorney

Lynx Construction Management, LLC
45 Almeria Ave | Coral Gables, Florida 33134
P: 305-523-3656 | F: 888-499-1748 | E: info@Lynxcs.com
CGC 1518484

REQUEST FOR CHANGE ORDER

DATE: October 1, 2012

LCM R.C.O. 5 rev Surfside

Engineer	
ADDRESS	
PROJECT NAME	Town of Surfside Collins avenue
LCM PROJECT NO.	sidewalk painting #105626
TIME EXTENSION	

PLEASE PROCESS A CHANGE ORDER TO OUR CONTRACT FOR THE BELOW REFERENCED WORK

SCOPE: SCOPE OF WORK EXTERIOR: We hereby propose to furnish materials, equipment, all labor and supervision necessary for section 09900 Painting Only, to improve the match of old concrete to new using "Miami Beach Red" color.

1. Approximately 65,000 Sq feet of sidewalk adjacent to Collins Ave both sides
2. Provide yellow tape and cones for working areas during each application.
3. Pressure Clean all surface provided by Town
4. Apply Perma Crete 4-4210 concrete Stain or approved equivalent.
5. Daily clean up.
6. Work may be done in one or more phases, completed in 90 days
7. Some Nighttime work and multiple phases are anticipated.

Note: water needs to be supplied by Town, A1

	UNIT	DURATION - DAYS	UNIT COST	PURCHASE	
construction base					
					maximum including incentive for early completion
BASE			17,500		~~5,000.00~~
mobilization	ea		~~$10,500.00~~		
exterior coating	ea		$79,673.00		
1.add alt pressure cleaning	$6,500.00				
2. add alt forpainting concrete inside 3 parking lots town hall, collins and shul. town provides	$7,500.00				
BASE TOTAL			**~~$99,173.00~~** 97,173.00		**~~$104,173.00~~**

schedule

commence on or around November 1, 2012 or as otherwise mutually determined with Town and 90 working days later

work may occur simultaneously in more than one location at a time. **Incentive** for early completion in less than 60 working days

Schedule will be equitable adjusted for rain, weather material shortages and other causes as listed in base contract .

GC reserves the right to request an equitable time extension for rescheduling delays, disruption, acceleration and/or impact in the event this modification changes the construction sequence and/or time of completion.

SUBMITTED BY : 10/2/12

Jorge Hammal Lynx Construction Management, LLC

APPROVED BY: 10/2/12

cc: OFFICE -
FIELD -

LCM R.C.O. 5 Surfside Parking Area

see below					

schedule
commence on or around November 1, 2012 or other date as may be mutually determined by contractor and Town.
90 working days

Schedule will be equitable adjusted for rain, weather material shortages and other causes as listed in base contract
The following specifications take precedence over any previously issued plans or specifications.

Performance specifications:
Pressure clean to remove dirt provided bt Town. Apply Perma Crete 4-4210 * concrete stain or approved alternate to concrete to improve the color match of new concrete to adjacent flags of old concrete on Collins avenue from the South side of 96th street to the north side of 86th st on both sides of and immediately adjacent. to Collins Avenue. Reasonable efforts will be made to match "Miami Beach Red" color and reduce the differences from new to old. Due to the of the condition of the existing concrete and the varying degrees of aging and original colors, old stains, irregularities and color differences my telegraph through the new color. A test section will be provided for approval of the Town prior to major mobilization. Town will provide, water, access to sidewalks, and permits or permit cost reimbursement.

add alt for concrete inside 3 parking lots town hall, collins and shul. town provides	**$7,500.00**
add alt pressure cleaning	**$6,500.00**
incentive for early completion in 60 days or less	**$5,000.00**

Exclusions:
Engineering
Plans
Permit, permit fees, permit running
ADA upgrades
Any scope not specifically listed in this document

*** Specifications attached**

Sandra Novoa

From: Joe Graubart
Sent: Tuesday, November 27, 2012 11:03 PM
To: Lynn Dannheisser; Roger Carlton; Sandra Novoa
Subject: Resolution

Hello Lynn:

For next month's Agenda (December) I would like to present a resolution in support of the League of Women Voters of Florida and the League's: " call for election reform task force - act now."
See: http://thefloridavoter.org/

In particular, in support of the "League's letter [to Gov. Rick Scott]calling for the creation of an election reform task force."
Please read letter: http://thefloridavoter.org/files/download/545

I think the Commission will vote in favor of this? Therefore I suggest going straight to a resolution (and striking while the iron is hot) rather than a discussion item to get a vote to prepare a resolution.

A copy of this letter should also be placed in Agenda Packet.

Roger, Lynn you comment s and input.

I think we were all appalled at this past election – let Surfside express its concern.

Please advise

Joe Graubart
Commissioner
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154
Phone (305) 861-4863
Fax (305) 861-1302
jgraubart@townofsurfsidefl.gov

LEAGUE OF WOMEN VOTERS®
OF FLORIDA

PRESIDENT
Deirdre Macnab

FIRST VICE PRESIDENT
Elizabeth C. Pines

SECOND VICE PRESIDENT
Marilynn Wills

TREASURER
Sandra Colyer

SECRETARY
Lisa Meyers

BOARD OF DIRECTORS
Annie Betancourt
Lisa Hall
Jamieson Thomas
Charley Williams

EXECUTIVE DIRECTOR
Jessica Lowe-Minor
540 Beverly Court
Tallahassee, FL 32301
(850)224-2545
LWVFExecutiveDirector
@gmail.com

November 14, 2012

Dear Governor Scott, President Gaetz and Speaker Weatherford:

In response to the multitude of problems experienced during Florida's 2012 general election, the League of Women Voters of Florida is formally requesting that you convene a bipartisan task force to develop a blueprint for successful election reform.

Specifically, we ask that the group be chaired by trusted bipartisan leaders and that appointees represent a cross-section of knowledgeable stakeholders, including citizens and representatives of the business community, with some expertise in elections, supported by adequate budget and staff. We ask that this task force begin its work quickly and deliver its final recommendations to the 2013 Legislature at least two weeks before the 2013 session begins, allowing time for bills to be filed.

Appointment of this task force would build on the success and progress of the 2000 task force appointed by Governor Jeb Bush, which effectively facilitated the conduct of elections. Identifying and taking steps to remedy Florida's election process will help our state regain its national reputation and increase our competitiveness for forward-thinking businesses.

We encourage you to support freedom and help the voters of Florida by convening this election reform task force.

Sincerely,

Deirdre Macnab

Deirdre Macnab
President

RESOLUTION NO. ___-_____

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

WHEREAS, the League of Women Voters of Florida have sent Governor Rick Scott a letter requesting that a bipartisan election reform task force is quickly convened and prepared to make recommendations to the Florida Legislature two weeks before the 2013 Florida Legislature session begins; and

WHEREAS, the Town of Surfside Town Commission wishes to support the Women League of Voters in their call for the creation of a bipartisan election reform task force in light of the recent general election issues; and

WHEREAS, the Town Commission is supportive of efforts to minimize difficulties that were encountered disproportionately by elderly and minority voters in the recent general election and preserve the right to vote.

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

Section 1. That Town of Surfside, Florida Town Commission expresses support of the letter dated November 14, 2012 (attachment "A") requesting Governor Rick Scott and members of the Florida Legislature convene an election reform task force.

Section 2. That the Town Clerk is authorized to send a copy of this resolution to the League of Women Voters of Florida.

Section 3. That this resolution shall be effective immediately upon its passage and adoption.

PASSED AND ADOPTED this ____day of _____, _____.

Motion by Commissioner _____, second by Commissioner _____.

FINAL VOTE ON ADOPTION

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

_____
Daniel Dietch, Mayor

ATTEST:

_____
Sandra Novoa
Town Clerk

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

_____
Lynn M. Dannheisser
Town Attorney

LEAGUE OF WOMEN VOTERS® OF FLORIDA

PRESIDENT
Deirdre Macnab

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540 Beverly Court
Tallahassee, FL 32301
(850)224-2545
LWVFExecutiveDirector
@gmail.com

November 14, 2012

Dear Governor Scott, President Gaetz and Speaker Weatherford:

In response to the multitude of problems experienced during Florida's 2012 general election, the League of Women Voters of Florida is formally requesting that you convene a bipartisan task force to develop a blueprint for successful election reform.

Specifically, we ask that the group be chaired by trusted bipartisan leaders and that appointees represent a cross-section of knowledgeable stakeholders, including citizens and representatives of the business community, with some expertise in elections, supported by adequate budget and staff. We ask that this task force begin its work quickly and deliver its final recommendations to the 2013 Legislature at least two weeks before the 2013 session begins, allowing time for bills to be filed.

Appointment of this task force would build on the success and progress of the 2000 task force appointed by Governor Jeb Bush, which effectively facilitated the conduct of elections. Identifying and taking steps to remedy Florida's election process will help our state regain its national reputation and increase our competitiveness for forward-thinking businesses.

We encourage you to support freedom and help the voters of Florida by convening this election reform task force.

Sincerely,

Deirdre Macnab

Deirdre Macnab
President

Town of Surfside
Commission Communication

Agenda Item #: 5E

Agenda Date: December 11, 2012

Subject: Amendment to Settlement Agreement Between the Town of Surfside and Indian Creek Village

Background: On July 11, 2001 the Town of Surfside and Indian Creek Village entered into a Settlement Agreement (Attachment 1) relating to Case No. 98-4509CA(11) and Case No. 98-11209(10) filed in the Circuit Court of Miami Dade County. This 14 year old case related to the construction of Indian Creek Village Hall which is on Indian Creek land, however, it is located on the Surfside side of the bridge. To the best of my knowledge, the issue had to do with commercialization of the single family neighborhood in Surfside. The resolution was that the Village Hall would appear residential and that certain uses needed to be on the west side of the building. Surfside was also to receive $150,000 toward drainage improvements on Surfside Boulevard (91st Street) as well as beautification. The project languished for many years and the storm drainage element of the project is now nearly completed.

The need for the amendment is to better define the project. There will no longer be a roundabout at Byron Avenue and 91st Street and the drainage project became much larger in scale. The payment process has also been modified to require a $100,000 payment before December 31, 2012 and a final payment of $50,000 when the undergrounding utility project funded by the Surf Club is 50 percent complete.

The proposed amendments are reasonable given the very long time that has transpired since the original agreement was approved by both Boards. The Amendment appears as (Attachment 2) to this communication. The Amendment has been conceptually approved by the Indian Creek Village Commission.

Roger M. Carlton, Town Manager

RMC/drh

TOWN OF SURFSIDE

9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154
(305) 861-4863 • FAX: (305) 861-1302
WWW.TOWNOFSURFSIDEFL.GOV

June 29, 2012

Samuel Kissinger
Village Manager
Indian Creek Village
9080 Bay Drive
Indian Creek Village, FL 33154

RE: Settlement Agreement/Case No. 98-4509 CA (11)

Dear Sam:

This correspondence is to bring to closure one of the elements of the settlement agreement between the Town of Surfside ("Town") and Indian Creek Village ("Village") as executed on July, 11, 2001 (Attachment 1). Although this agreement addressed many issues involving both municipalities, Item 7 which addresses Surfside Boulevard improvements including drainage improvements is the issue at hand.

Surfside is nearing completion of Phase 2 of a 3 Phase Utility Upgrade Project. A portion of this project is to improve the drainage backbone system, install additional inlet structures and install three injection pump stations, each station consisting of three wells. The completion of this system will improve storm water capacity and conveyance as well as reduce pollutant Total Maximum Daily Load (TMDL) by 90% or more thus improving the water quality of Biscayne Bay, particularly the area surrounding Indian Creek Village.

The 2011 contract with Ric Man International, Inc (Contractor) included a cost estimate of $325,181 for the drainage improvements, traffic calming devices and landscaping (See Table 1-Conceptual Budget, Pages 19 of 31 – included in Attachment 1). As you can see from the attached bid submittal from the Contractor (competitively low bid following Florida State Statutes) (Attachment 2) the cost for the drainage pump stations alone exceeds $480,000. As of April 30, 2012 the Contractor has requested $272,000 for storm water pump station construction and $231,787 for storm water structures and pipeline installation, totaling $503,787. These amounts have been paid (Attachment 3).

Per item 7 of the agreement, "Indian Creek will be responsible to pay Surfside, as provided below, one-half of the total expenditures for the Project or $150,000, whichever is less." This documentation shows that the payment of $150,000 has been fully earned. The agreement further states that the payments shall be $75,000 per fiscal year and will be paid within thirty (30) days of written notice. Please consider this memo as written notice of the first $75,000 payment to be paid during FY 11/12 no later than September 30, 2012 which allows 60 extra days to make the payment. The final $75,000 is also requested in this notice. We request evidence that the second $75,000 is included in your proposed FY 12/13 budget with the payment due no later than December 31, 2012.

The final Phase of this project will include Town wide aesthetic and traffic calming improvements. Each conceptual design, including those along Surfside Boulevard, will be discussed at Town Commission meetings. At the time that these meetings are noticed the Village will be provided notice as well. All in all we believe comprehensive drainage program and the beautification of 91st Street will cost approximately $2.147 Million. Fifty percent of that number is far more than the Village's commitment. Attachment 4 demonstrates how this number has been developed.

Finally, please note that as set forth on page 4 of Attachment 1, after improvements are made to the 24" storm water system located on 91st Street, Indian Creek's responsibility to maintain these lines will resume. I have asked Surfside Public Works Director Bill Evans to meet with you to establish a Memorandum of Understanding regarding how this maintenance will occur.

Sincerely,

Roger M. Carlton
Town Manager

Cc: Bill Evans, Public Works Director
Lynn Dannheisser, Town Attorney
Donald Nelson, Finance Director
Chris Giordano, Calvin Giordano and Associates

Attachments

RC/dh

IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO. 98-4509 CA (11)

TOWN OF SURFSIDE, a Florida municipal corporation,

Plaintiff,

vs.

INDIAN CREEK VILLAGE, a Florida municipal corporation,

Defendant.

SETTLEMENT AGREEMENT

This is a Settlement Agreement ("Agreement") dated July 2001 between Plaintiff Town of Surfside ("Surfside") and the Defendant Indian Creek Village ("Indian Creek").

Whereas, Surfside has claims against Indian Creek and has filed a lawsuit in the Circuit Court of the 11th Judicial Circuit in and for Miami-Dade County, Florida, Case No. 98-4509 CA (11) ("Litigation I"), alleging certain claims against Indian Creek; and

Whereas, Surfside has claims against Indian Creek and has filed a lawsuit in the Circuit Court of the 11th Judicial Circuit in and for Miami-Dade County, Florida, Case No. 98-11209 (10) ("Litigation II"), alleging certain claims against Indian Creek; and

Whereas Indian Creek has constructed and is currently occupying and operating the Indian Creek Village Hall for municipal services ("Village Hall") on Tract V ("Tract V") and Tract W ("Tract W") of the amended plat of a portion of Altos Del Mar No. 4 according to the

plat thereof recorded in Plat Book 34 at page 7 of the Public Records of Miami-Dade County, Florida ("Property") within the municipal limits of Indian Creek; and

Whereas on February 27, 1956, Indian Creek (through its predecessors in title Indian Creek Country Club) granted Surfside an easement which was recorded on March 5, 1956, at ORB 4235 at Page 34 of the public records of Miami-Dade County, Florida, and a copy is attached as Exhibit A to this Agreement ("Easement"); and

Whereas, Surfside and Indian Creek (collectively, "the Parties") desire to resolve amicably all matters between them, including all matters arising out of Litigation I, Litigation II and otherwise; and

Whereas, the Parties have agreed to settle finally and fully all claims between them, including but not limited to, all matters that were brought or could have been brought in Litigation I and Litigation II;

NOW, THEREFORE, in consideration of the Parties agreeing to the promises and covenants contained or referenced herein, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereto now acknowledge, it is hereby agreed as follows:

1. The above and foregoing recitals are true and correct and are hereby made a part of this Agreement.

2. Except in instances of a law enforcement, medical, life threatening or other such emergency, the traffic to the Village Hall shall enter from Bay Road and exit to Surfside Boulevard.

3. The reasonable expense for the maintenance and repair of the 24-inch storm water pipe that currently runs through the Easement ("Storm Water Pipe") shall be paid for by Indian Creek. Indian Creek, at its absolute and sole discretion and at its cost, may replace the Storm Water Pipe in lieu of any repair. Notwithstanding anything stated to the contrary in this Agreement, (a) Indian Creek's responsibility under this paragraph is strictly limited to payment for the continued maintenance and repair of the Storm Water Pipe for the limited purpose of sustaining the condition of the Storm Water Pipe as it was functioning in September 2000, which was in good working condition. (b) Indian Creek is expressly not obligated to Surfside, financially or otherwise, for any modifications whatsoever to the Storm Water Pipe or Easement, including but not limited to, replacement, upgrades, changes, improvements, or permits, regardless of whether such modifications are required by law, statute, ordinance, resolution or otherwise, and (c) in the event that the Storm Water Pipe must be relocated (including as determined by an administrative agency or court of competent jurisdiction), all costs and expenses shall be paid for by Surfside, except for any damages caused by Indian Creek. In the event that Indian Creek does not reasonably repair or maintain the Storm Water Pipe, then Surfside shall provide Indian Creek with written notice specifying the repairs or maintenance that must be reasonably completed. If within a reasonable time after receiving such written notice from Surfside, Indian Creek fails to complete the repairs and maintenance as set forth in Surfside's written notice, Surfside may carry out such maintenance and repairs that are reasonably necessary, and Indian Creek shall pay Surfside for the costs of such repairs and maintenance within thirty days of receipt of any invoices for same, and Indian Creek shall be

responsible for any damages it caused as a result of its failure to repair or maintain the Storm Water Pipe.

4. In the event that Surfside is required by law (other than via Indian Creek ordinances or resolutions) to relocate the Easement and to the extent permitted by law, Indian Creek will provide Surfside with a new easement ("New Easement") along the south side of Tract V for the sole purpose of allowing Surfside to realize the benefits it had under the Easement, provided that the dimensions and purpose of the New Easement is equal to but no greater than any rights that Surfside currently has under the Easement. In connection with any relocation of the Storm Water Pipe or other aspects of the New Easement, Indian Creek will assist and cooperate reasonably with Surfside, provided such assistance and cooperation does not require Indian Creek to expend any funds. In addition to the extent allowed by law, Indian Creek will not object at any stage or in any jurisdiction to the New Easement, provided that the new storm water pipe and related facilities are located at the most southerly portion of the Property, and such storm water pipe and related facilities are all located underground. Indian Creek will not object to a pump station or other facility that is underground, but may reasonably object to any pump station or other facility above the ground. Surfside will be obligated to obtain, at its cost, approvals of all agencies having jurisdiction. Upon such relocation, Indian Creek's obligation to maintain and repair the storm sewer pipe, as set forth in paragraph three, will resume, provided that such obligations to repair and maintain are no greater than those set forth in paragraph three. Indian Creek, however, will reasonably process and assist Surfside in obtaining any permits that are necessary for Surfside to obtain the New Easement, and the facilities therein.

5. For a period of ten years, Indian Creek shall not increase the square footage of the Village Hall in any direction except to the west of the Village Hall. After ten years and in the event that Indian Creek proposes additional square footage to the Village Hall, it will be without prejudice to Surfside to object, legally or otherwise, to any increase in the size of the Village Hall. At the time that Indian Creek gives notice of a Village Council meeting, Indian Creek will provide Surfside with notice of such meeting when there is any proposal to add additional square footage to the Village Hall and in the event that such proposal is placed on the official agenda of an Indian Creek Village meeting. The ten-year restriction on the increase in square footage to the Village Hall shall not be construed in any manner as either authority or permission to increase or not to increase the size of the Village Hall once the ten-year period lapses. Indian Creek hereby represents that it does not have any present intent to increase the square footage of the Village Hall by any means. including by an extension to the west of the Village Hall and adding any additional stories. As noted, the restrictions contained in this paragraph specifically do not apply to any construction to the west of the Village Hall.

6. Indian Creek will dock all of its police vessels as far north on the Property as practical. Indian Creek will fuel its vessels from a tank on the Property that has all appropriate permits. No other fueling will be allowed. Indian Creek intends to construct a two-finger pier ("pier") for the docking of its vessels, and Indian Creek will advise Surfside when it seeks a permit for same. Said pier will be for no more than two-fingers and no more than three Indian Creek police vessels, and it will not be used as a private or other marina. Indian Creek may provide temporary, short-term use by other vessels that have become disabled and are towed in to the pier. This agreement shall not constitute any consent or acquiescence from Surfside for any

pier construction or usage. The foregoing provisions with respect to the pier shall not be construed as either authority or permission from Surfside to construct the pier, and Surfside may object reasonably, legally or otherwise, to the construction, permitting and use of the pier. In the event that any pier is constructed, any permitted gas tanks will be placed as close as reasonably possible to the pier itself.

7. The drainage along Surfside Boulevard is a problem that affects both municipalities, and the municipalities intend to beautify Surfside Boulevard. Therefore, the Parties have agreed to be jointly responsible to pay for a project that will, among other things, beautify Surfside Boulevard, improve the drainage of Surfside Boulevard, and enhance the safety of Surfside Boulevard (the "Project"). Surfside shall be responsible to design, carry out, and pay for all direct and indirect costs of the Project. A description of the Project is attached as Exhibit B, and it has been initialed by the Parties. Modifications to the design and costs for the Project as described in Exhibit B shall be subject to Indian Creek's approval, which shall not be unreasonably withheld. Indian Creek will be responsible to pay Surfside, as provided below, one-half of the total expenditures for the Project or $150,000.00, whichever is less. Indian Creek will be responsible for reimbursement to Surfside for the Project for no more than $75,000 per fiscal year beginning in calendar year 2002, plus any unreimbursed amounts that have cumulated from previous fiscal years. Subject to the payment provisions in this paragraph, Indian Creek will reimburse Surfside its share of the expenses for the Project within thirty (30) days of a written request, provided that such written request contains reasonable evidence and documentation that Surfside has already paid for such expense and that such payment was made for and pursuant to the Project.

8. The lot to the north of the Property is currently owned by Indian Creek Country Club ("Lot X"). Except as provided below, Indian Creek has been advised by Indian Creek Country Club ("Club") that the Club has no present plans whatsoever to sell, transfer, or lease Lot X, and Indian Creek represents that it has no present intent to purchase, lease or otherwise acquire Lot X. Indian Creek, in the immediate future, intends to landscape fully the perimeter of Lot X so as to block views to Lot X, and to maintain its condition, *e.g.*, mow the grass, remove any trash ("Maintain Lot X"). Indian Creek may enter into a lease with the Club to Maintain Lot X, but Indian Creek intends to Maintain Lot X or cause the Club to Maintain Lot X regardless of whether a lease is entered into between the Club and Indian Creek to Maintain Lot X. The foregoing provisions with respect to Lot X shall not be construed in any manner as either authority or permission from Surfside as to the use of Lot X, and Surfside may object to the use of Lot X.

9. Indian Creek will take steps to reasonably assure that drainage from the Property does not create flooding in Surfside. In addition, Indian Creek will not keep, store, house or maintain (or allow to be kept, stored, housed or maintained) on the Property vehicles such as fire trucks or rescue vehicles.

10. Upon proper application and payment of required fees by Indian Creek, Surfside will permit Indian Creek to pave the existing curb cut on Bay Drive to provide entry into the Village Hall on Lot V.

11. Upon request by Indian Creek, and provided Indian Creek has not and does not expand the size of its Village Hall in any way, Surfside will, if it has the capacity,

permit Indian Creek to tap into Surfside's sewer system from the Property on the following terms and conditions;

a. Indian Creek makes proper application and pays reasonable fees, including but not limited to, any appropriate and reasonable tap fees and capital contributions;

b. Indian Creek does not demand or use more capacity than its current level of usage;

c. Indian Creek pays all other costs of consumption as may be applicable and reasonable to users of similar size;

d. This Agreement does not constitute an obligation for Surfside to provide other services to any other property of Indian Creek Village; and

e. Any expansion of the size of Village Hall renders the provisions of this paragraph inapplicable and voids any agreement under this paragraph as to services.

12. This Stipulation of Settlement will be deemed to be an "Interlocal Agreement" as defined in Chapter 163, Florida Statutes. To the extent that either Party is required to take further legislative or other action in order to carry out the intent or requirements of Chapter 163, Florida Statutes, that Party hereby agrees to take such action.

13. The Parties hereby stipulate that Litigation I and Litigation II shall be dismissed with prejudice and each Party will bear its respective attorneys' fees and costs, and that the Parties shall direct their respective counsel to execute and file the Stipulations of Voluntary Dismissal with Prejudice that are attached as Exhibit C. The Court, however, shall retain jurisdiction to enforce the terms of this Agreement, but this paragraph will not prevent

either Party from filing a separate action for enforcement. The Order dismissing Litigation I with prejudice shall state that the Court will retain jurisdiction to enforce the terms of this Agreement.

14. Simultaneous with the execution of this Agreement, Indian Creek shall sign and deliver to Surfside the General Release attached as Exhibit D to this Agreement.

15. Simultaneous with the execution of this Agreement, Surfside shall sign and deliver to Indian Creek the General Release attached as Exhibit E to this Agreement.

16. In connection with any action seeking the enforcement of this Agreement, the prevailing Party shall be entitled to all reasonable trial and appellate attorneys' fees and reasonable costs incurred.

17. The Parties recognize that any final settlement is subject to the approval or objection by the Parties' respective legislative bodies. Upon such appropriate approval, this agreement shall be signed by the authorized representative of each municipality. This Agreement shall bind the municipalities to the terms and conditions of this Agreement. In the event that the respective legislative bodies either object to or do not approve this Agreement on or before July 11, 2001, then this Agreement shall automatically become null and void, and of no further force and effect.

18. This Agreement represents the joint work product of counsel for both Parties and will not be construed more favorably in favor of one Party or the other.

19. This Settlement Agreement may be executed by the Parties in counterparts and by facsimile.

Town of Surfside

By: Eduardo Rodriguez
Eduardo Rodriguez

Its: Town Manager

Dated: July 11, 2001

State of Florida)
) ss:
County of Miami-Dade)

I am an officer duly authorized to take acknowledgments, duly qualified by the State of Florida, and hereby certify that Eduardo Rodriguez, as Town Manager of the Town of Surfside, this day acknowledged before me that he/she executed the foregoing Settlement Agreement, and he/she affirms that he/she has the authority to do so on behalf of the Town of Surfside, is personally known to me ~~or has produced his/her driver's license No.~~ _____ as identification and did take an oath.

SWORN TO and SUBSCRIBED before me, an officer duly authorized to take oaths and acknowledgments, on this 11th day of July 2001.

Notary Public, State of Florida
Steven D. Ginsburg

Print Name: Steven D. Ginsburg

My Commission Expires:

Steven D Ginsburg
My Commission CC998069
Expires April 30, 2005

Indian Creek Village

By: _____
Leonard Miller

Its: Mayor

Dated: July 2, 2001

State of FLORIDA)
) ss:
County of MIAMI-DADE)

I am an officer duly authorized to take acknowledgments, duly qualified by the State of Florida, and hereby certify that Leonard Miller, as Mayor of Indian Creek Village, this day acknowledged before me that he/she executed the foregoing Settlement Agreement, and he/she affirms that he/she has the authority to do so on behalf of Indian Creek Village, is personally known to me or has produced his/her driver's license No. _____ as identification and did take an oath.

SWORN TO and SUBSCRIBED before me, an officer duly authorized to take oaths and acknowledgments, on this 2nd day of July 2001.

Notary Public, State of FLORIDA
_____
Print Name: MELISSA A. GARCIGA
My Commission Expires:

MELISSA A. GARCIGA
MY COMMISSION # CC 793963
EXPIRES: March 30, 2003
Bonded Thru Notary Public Underwriters

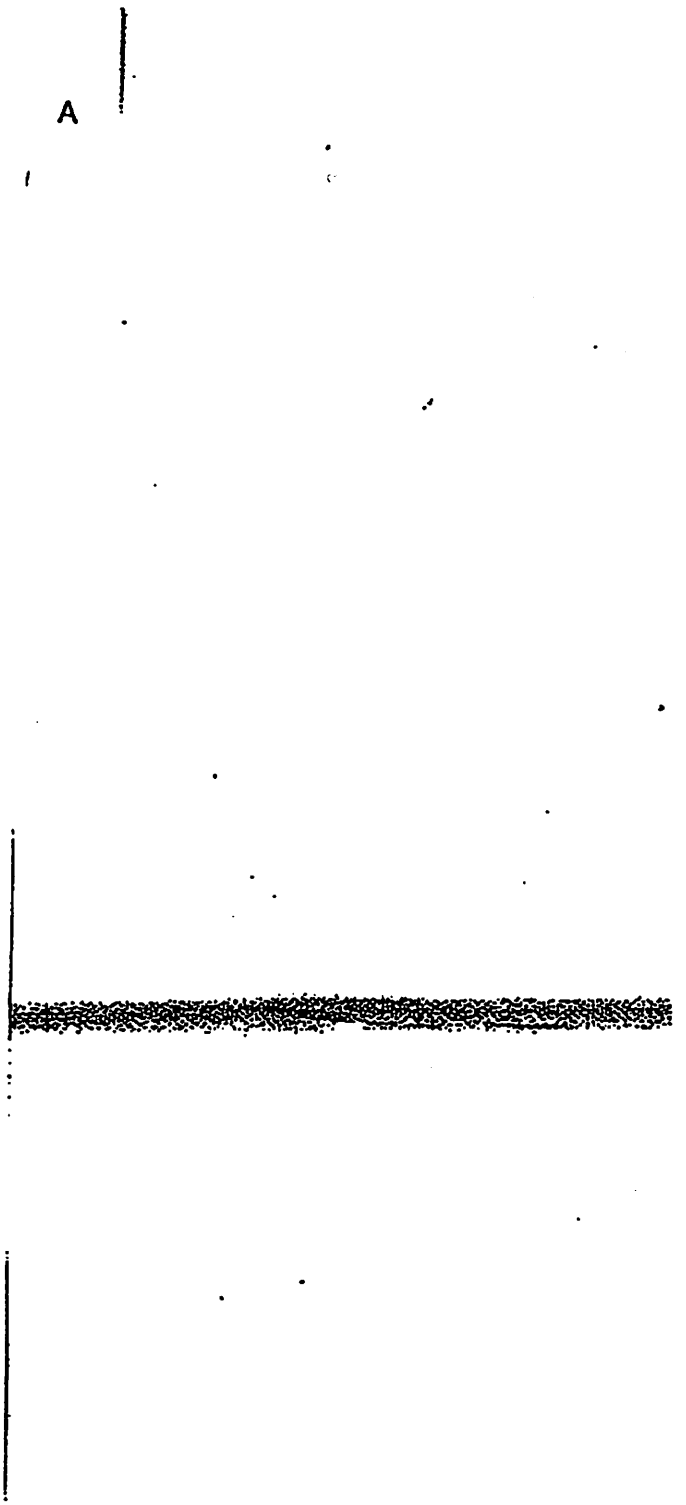

A

EXHIBIT
A
ALL-STATE LEGAL

THIS AGREEMENT made and entered into this 17th day of February, A. D. 1956, by and between INDIAN CREEK COUNTRY CLUB, INC., a Florida corporation, party of the first part, and TOWN OF SURFSIDE, FLORIDA, a municipal corporation, party of the second part,

W I T N E S S E T H:

WHEREAS, the party of the first part is the owner in fee simple of the real property hereinafter described, and,

WHEREAS, the party of the second part is a municipal corporation which is presently engaged in the construction and installation of a storm sewer system in the Town of Surfside, and,

WHEREAS, the real property hereinafter described lies between Biscayne Bay and the corporate limits of said Town and an easement across said real property is needed by the party of the second part to complete and provide an outlet for said storm sewer system, and

WHEREAS, the party of the first part is willing to grant such an easement for such purpose, subject to the conditions and limitations hereinafter set forth,

NOW, THEREFORE, for and in consideration of the sum of Ten ($10.00) Dollars and other good and valuable considerations, the party of the first part does hereby grant, assign, and set over to the party of the second part an easement on the following described real property, lying and being in Dade County, Florida, to-wit:

The Northerly ten (10') feet of Tract "Y" of ALTOS DEL MAR NO. 4, a subdivision, according to the Plat thereof as recorded in Plat Book 34, at page 7, Public Records of Dade County, Florida,

said easement to be used by the party of the second part for the installation and maintenance of a storm sewer, subject to the following terms and conditions, to-wit:

1. That this easement may be cancelled by the Party of the First Part at any time upon six months written notice to the party of the second part of its intention so to do; it being understood and agreed that the party

of the first part will not exercise such privilege of cancellation unless and until it has a bona fide and acceptable offer to purchase said Tract "V" of Altos Del Mar No. 4, and use same for residential purposes.

2. That the said storm sewer be installed and maintained (including the restoration and maintenance of the grade of such property) at the sole expense of the Town of Surfside, party of the second part.

3. That the party of the second part agrees and hereby does agree to indemnify and hold harmless the party of the first part from any and all liability arising out of the installation, maintenance or discontinuance of such storm sewer for damages to either persons or property.

4. The party of the first part shall fully use and enjoy the aforesaid premises, except as to the rights herein granted.

IN WITNESS WHEREOF, the parties hereto have hereunto set their corporate name and seal by their duly authorized officers the day and year first above mentioned.

Witness:

INDIAN CREEK COUNTRY CLUB, The

By _____ PRESIDENT

Attest: _____ SECRETARY

(Party of 1st part

TOWN OF SURFSIDE, FLORIDA

By _____ Mayor

Attest: _____ Town Clerk

STATE OF FLORIDA)
COUNTY OF DADE)

I HEREBY CERTIFY, that on this 27th day of February A. D. 1956, before me personally appeared Russell L. Haberling and James A. Dixon, President and Secretary respectively of INDIAN CREEK COUNTRY CLUB, INC., a corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Miami in the County of Dade and State of Florida the day and year last aforesaid.

John A. Marcomi (SEAL)
Notary Public, State of Florida
at large
My Commission Expires: _____
My Commission Expires March 12, 1957

STATE OF FLORIDA)
COUNTY OF DADE)

I HEREBY CERTIFY, that on this 15th day of February A. D. 1956, before me personally appeared LEO HOSE, JR. and HYMAN FEGHTER, Mayor and Town Clerk, respectively, of TOWN OF SURFSIDE, FLORIDA, a municipal corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Miami Beach in the County of Dade and State of Florida the day and year last aforesaid.

Notary Public, State of Florida
at large
My Commission Expires:
Notary Public, State of Florida at large
My Commission expires Nov. 7th, 1956
Bonded by American Surety Co. of N. Y.

State of Florida, County of Dade.
This instrument was filed for record the 5 day of Mar. 1956 at 1:30 P. M. and duly recorded in Deed Book 4235 on Page 37 File No. FF 35369
[illegible]
Clerk Circuit Court
By J R Nelson [illegible]

FRANK J. KELLY, ATTORNEY AT LAW

B

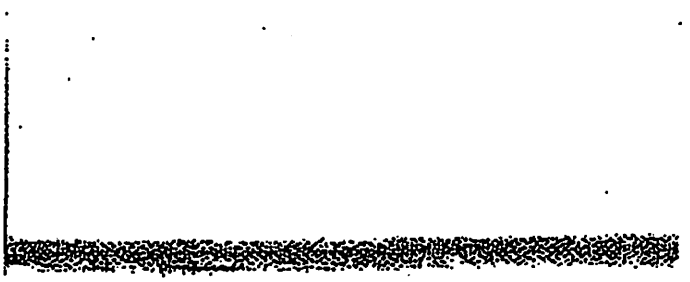


Exhibit B to Settlement Agreement

Storm Pump Station, Traffic Calming and Landscaping of Surfside Boulevard

Concept Summary. This preliminary concept envisions a landscaped traffic circle at the intersection of Surfside Boulevard and Carlyle, containing a storm pump station. It preserves much of the existing system and minimizes disturbance and costs. It maintains the existing outfalls north and south of the Village of Indian Creek entrance. One vertical turbine pump station discharging to deep injection wells would service the drainage area removed from the outfalls. Emergency relief will be maintained via the existing positive drainage systems in the event of excess runoff or pump failure. Two madjul date palms in conjunction with colorful shrubs, including flower beds and ground cover will be provided.

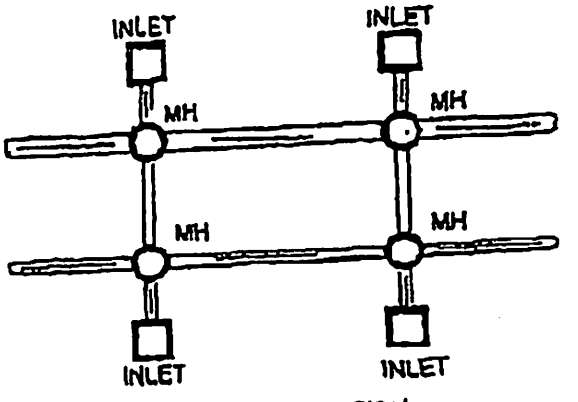
A preliminary estimate including other needed work such as milling, resurfacing traffic marking and design costs is shown in Table 1. Permitting costs are not included. There will be ongoing maintenance, operations and replacement costs and other considerations associated with the proposed traffic circle, pump station and landscaping which are not considered at this time.

June 28, 2001

Table 1 – Conceptual Budget

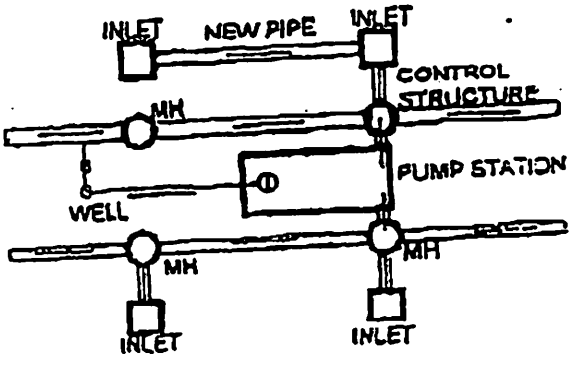
Description	Quantity	Unit	Unit price	Total
Demolition	50	SY	3	$150
18" DIP	150	LF	75	$11,250
Mill/resurface	500	SY	20	$10,000
Pump Station	1	EA	120,000	$120,000
Deep Well	2	EA	25,000	$50,000
Curbing	85	LF	25	$1,625
Stripping/Signage	1	LS.	1,500	$1,500
Landscaping	1	LS	~~15,000~~ 20,000	~~$15,000~~ $20,000
Inlet modifications	1	LS	10,000	$10,000
SWPPP	1	LS	2,000	$2,000
Mobilization (3%)	1	LS	6,646	$6,646
MOT/Safety (2.5%)	1	LS	5,538	$5,538
	Contingency @ 15%			$35,056
	Design @ 10%			$23,371
	Const. Services 12%			$28,045
	Estimate Total			~~$388,104~~ $325,181.00

Typical Intersection: The existing drainage system typical layout is shown at right. Drainage is positive via two pipelines running west at north and south of 91 Street centerline and discharging directly to Indian Creek. The systems are interconnected at several locations. The present system provides no water quality consideration and the inlets have little or no sump capacity.

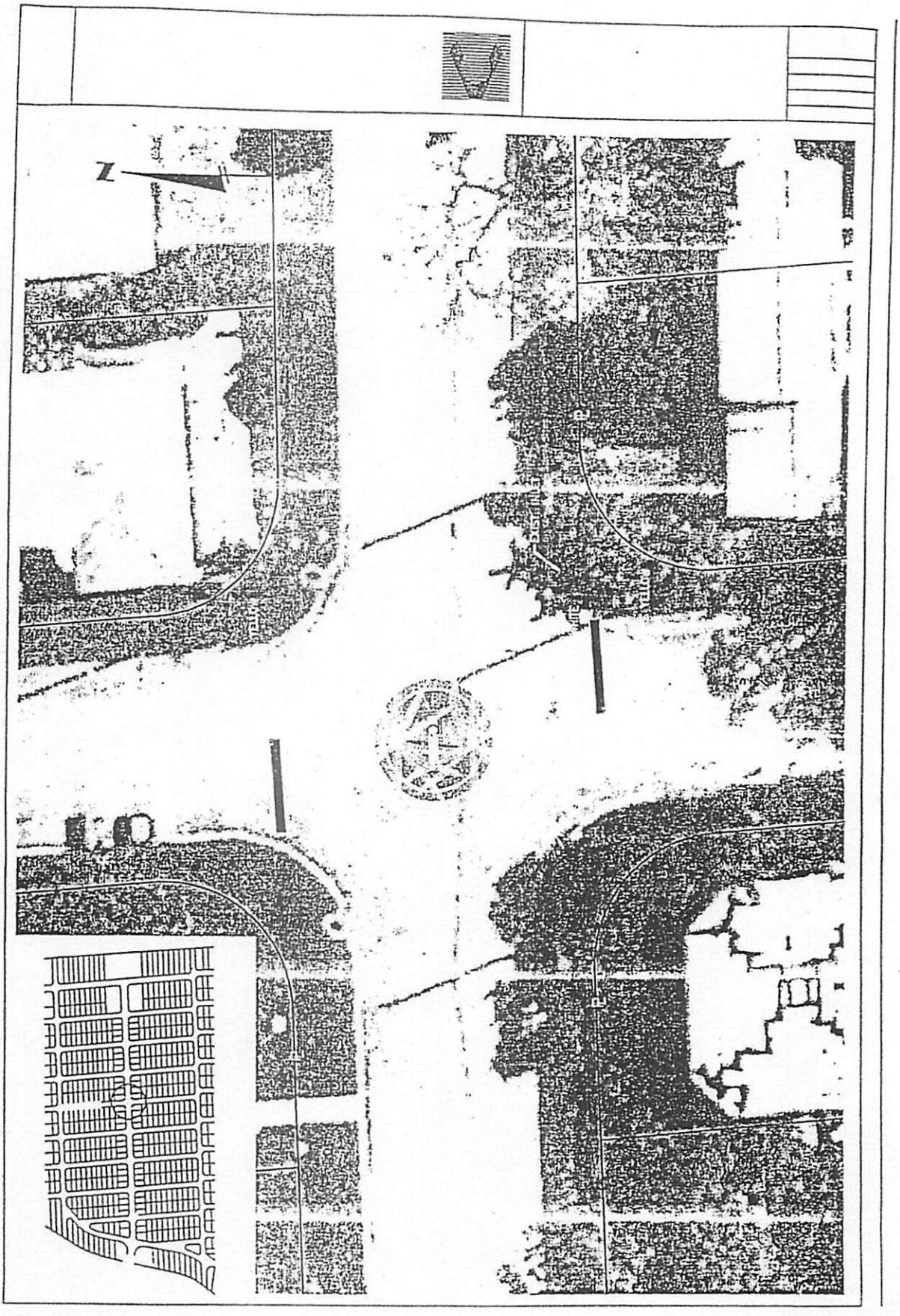


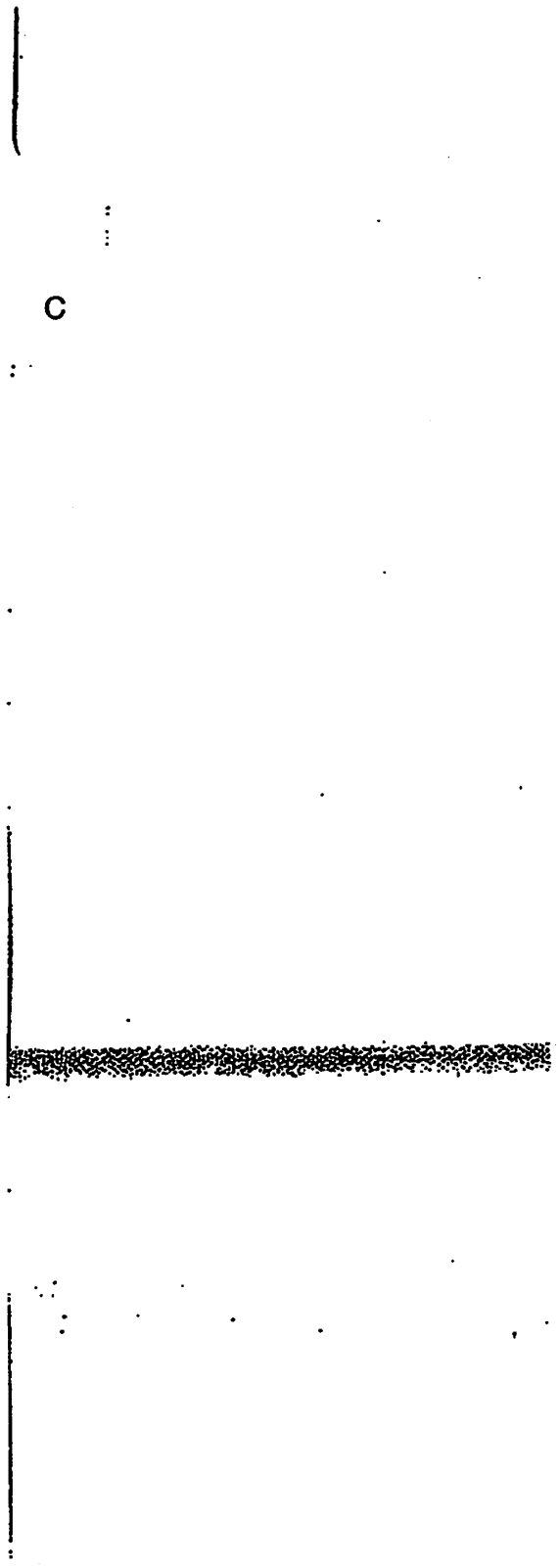
EXISTING CONDITION

Proposed Concept: Piping is rearranged to divide the system in two separate drainage areas. West portion remains positive to the bay. Remaining section drains to the pump station and discharges to deep wells. The positive system provides an emergency overflow with discharge to the bay. The pump station is located at the intersection islands with underground wells and above ground motors and controls.



PROPOSED CONCEPT




C

IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

TOWN OF SURFSIDE, a Florida municipal corporation,

Petitioner,

v.

INDIAN CREEK VILLAGE, a Florida municipal corporation.

Respondent.

CASE NO. 98-11209 CA 10

STIPULATION OF DISMISSAL WITH PREJUDICE

The Petitioner, Town of Surfside ("Surfside"), and the Respondent, , Indian Creek Village ("Indian Creek"), by and through their respective undersigned counsel, pursuant to Florida Rule of Civil Procedure 1.420, hereby stipulate that this action shall be and is hereby dismissed with prejudice as to all claims by, between and among them, with each party bearing their own costs and attorneys' fees.

Adorno & Zeder, P.A.
Counsel for Town of Surfside
2601 South Bayshore Drive
Suite 1600
Miami, Florida 33133
Telephone: 305.858.5555
Facsimile: 305.858.4777
Stephen H. Cypen, Esq.
Cypen & Cypen, P.A.

By: _____
Steven D. Ginsburg
Florida Bar No. 0218723

Dated: July 11, 2001

Morgan, Lewis & Bockius LLP
Counsel for Indian Creek Village
5300 First Union Financial Center
200 South Biscayne Boulevard
Miami, Florida 33131
Telephone: 305.579.0490
Facsimile: 305.579.0321
E-mail: rbrochin@morganlewis.com

By: Robert M. Brochin
Robert M. Brochin
Florida Bar No. 0319661

Dated: July 3, 2001

IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

TOWN OF SURFSIDE, a Florida municipal corporation,

Plaintiff,

v.

INDIAN CREEK VILLAGE, a Florida municipal corporation,

Defendant.
_____/

CASE NO. 98-4509 CA 11

STIPULATION OF DISMISSAL WITH PREJUDICE

The Plaintiff, Town of Surfside ("Surfside"), and the Defendant, Indian Creek Village ("Indian Creek"), by and through their respective undersigned counsel, pursuant to Florida Rule of Civil Procedure 1.420, hereby stipulate that this action shall be and is hereby dismissed with prejudice as to all claims by, between and among them, with each party bearing their own costs and attorneys' fees.

Adorno & Zeder, P.A.
Counsel for Town of Surfside
2601 South Bayshore Drive
Suite 1600
Miami, Florida 33133
Telephone: 305.858.5555
Facsimile: 305.858.4777
Stephen H. Cypen, Esq.
Cypen & Cypen, P.A.

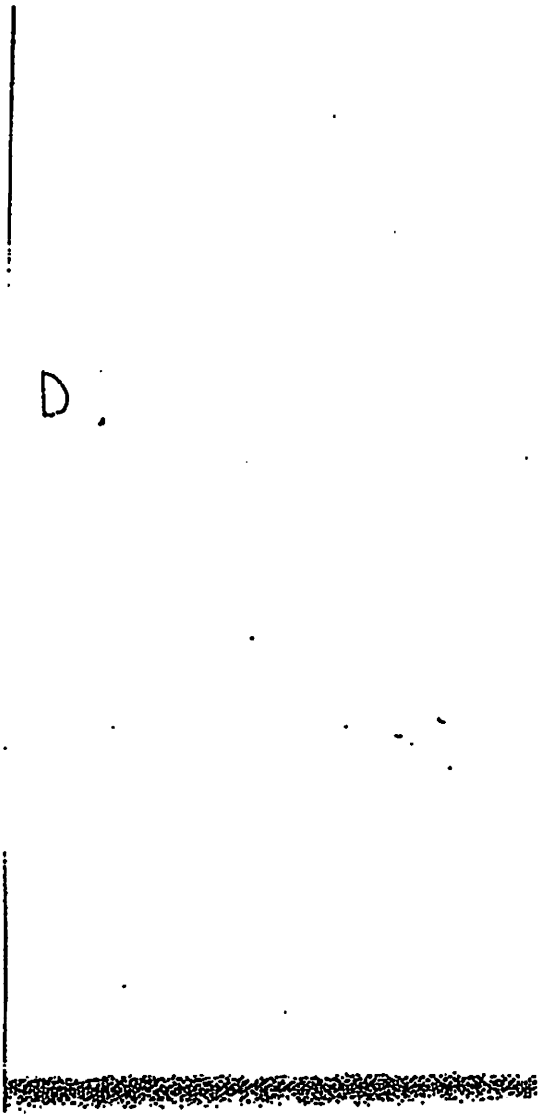
By: _____
Steven D. Ginsburg
Florida Bar No. 0218723

Dated: July 11, 2001

Morgan, Lewis & Bockius LLP
Counsel for Indian Creek Village
5300 First Union Financial Center
200 South Biscayne Boulevard
Miami, Florida 33131
Telephone: 305.579.0490
Facsimile: 305.579.0321
E-mail: rbrochin@morganlewis.com

By: Robert M. Brochin
Robert M. Brochin
Florida Bar No. 0319661

Dated: July 3, 2001


D

INDIAN CREEK VILLAGE'S GENERAL RELEASE

This General Release is hereby provided by Indian Creek Village ("Indian Creek") to the Town of Surfside ("Surfside").

Whereas, Surfside has claims against Indian Creek and has filed a lawsuit in the Circuit Court of the 11th Judicial Circuit in and for Miami-Dade County, Florida, Case No. 98-4509 CA (11) ("Litigation I"), alleging certain claims against Indian Creek; and

Whereas, Surfside has claims against Indian Creek and has filed a lawsuit in the Circuit Court of the 11th Judicial Circuit in and for Miami-Dade County, Florida, Case No. 98-11209 CA (10) ("Litigation II"), alleging certain claims against Indian Creek;

Whereas, Surfside and Indian Creek have agreed to terminate Litigation I and Litigation II and to settle finally and fully all claims between them, including, but not limited to, all claims asserted or claims that could have been asserted by the Parties in Litigation I and Litigation II, all upon the terms and conditions set forth in a Settlement Agreement ("Agreement") entered into between Indian Creek and Surfside.

NOW, THEREFORE, in consideration of the parties' mutual, general releases, Surfside and Indian Creek executing the Agreement, and the mutual promises, releases, and covenants contained herein, and other good and valuable consideration the receipt and sufficiency of which the Parties now acknowledge:

1. Except for the provisions contained in paragraph 2, Indian Creek hereby releases and discharges Surfside and any of Surfside's respective council members, officers, attorneys, partners, employees,and agents, from any and all claims, causes of actions, and demands whatsoever, of which Indian Creek had, has or may have against Surfside including, but not limited to, any claims that were brought or could have been brought in Litigation I and

Litigation II from the beginning of time up through and including the date of Indian Creek's execution of this General Release.

2. Notwithstanding anything stated to the contrary in this General Release, all of the obligations and rights of the Parties under the Agreement shall expressly survive this General Release.

3. IN WITNESS hereof and attending to be legally bound hereby, Indian Creek has signed this General Release on the date indicated below:

Indian Creek Village

By: _____
Leonard Miller

Its: Mayor

Dated: July 2, 2001

State of)
) ss:
County of)

I am an officer duly authorized to take acknowledgements, duly qualified by the State of Florida, and hereby certify that Leonard Miller, as Mayor of Indian Creek Village, this day acknowledged before me that he/she executed the foregoing General Release, and he/she affirms that he/she has the authority to do so on behalf of Indian Creek Village, is personally known to me or has produced his/her driver's license No. _____ as identification and did take an oath.

SWORN TO and SUBSCRIBED before me, an officer duly authorized to take oaths and acknowledgments, on this 2nd day of July, 2001.

Notary Public of the State of Florida

Print Name: Melissa A Garciga

My Commission Expires:

MELISSA A. GARCIGA
MY COMMISSION # CC 793963
EXPIRES: March 30, 2003
Bonded Thru Notary Public Underwriters

TOWN OF SURFSIDE'S GENERAL RELEASE

This General Release is hereby provided by the Town of Surfside ("Surfside") to Indian Creek Village ("Indian Creek").

Whereas, Surfside has claims against Indian Creek and has filed a lawsuit in the Circuit Court of the 11th Judicial Circuit in and for Miami-Dade County, Florida, Case No. 98-4509 CA (11) ("Litigation I"), alleging certain claims against Indian Creek: and

Whereas, Surfside has claims against Indian Creek and has filed a lawsuit in the Circuit Court of the 11th Judicial Circuit in and for Miami-Dade County, Florida, Case No. 98-11209 CA (10) ("Litigation II"), alleging certain claims against Indian Creek;

Whereas, Surfside and Indian Creek have agreed to terminate Litigation I and Litigation II and to settle finally and fully all claims between them, including, but not limited to, all claims asserted or claims that could have been asserted by the Parties in Litigation I and Litigation II, all upon the terms and conditions set forth in a Settlement Agreement ("Agreement") entered into between Indian Creek and Surfside.

NOW, THEREFORE, in consideration of the Parties' mutual, general releases, Surfside and Indian Creek executing the Agreement, and the mutual promises, releases, and covenants contained herein, and other good and valuable consideration the receipt and sufficiency of which the Parties now acknowledge:

1. Except for the provisions contained in paragraph 2, Surfside hereby releases and discharges Indian Creek and any of Indian Creek's respective council members, officers, attorneys, partners, employees, and agents, from any and all claims, causes of actions,

and demands whatsoever, of which Surfside had, has or may have against Indian Creek including, but not limited to, any claims that were brought or could have been brought in Litigation I and Litigation II from the beginning of time up through and including the date of Surfside's execution of this General Release.

2. Notwithstanding anything stated to the contrary in this General Release, all of the obligations and rights of the Parties under the Agreement shall expressly survive this General Release.

IN WITNESS hereof and attending to be legally bound hereby, Surfside has signed this General Release on the date indicated below:

Town of Surfside

By: E. Eduardo Rodriguez
Eduardo Rodriguez

Its: Town Manager

Dated: July 11, 2001

State of Florida)

) ss:

County of Miami-Dade)

I am an officer duly authorized to take acknowledgements, duly qualified by the State of Florida, and hereby certify that Eduardo Rodriguez, as Town Manager of the Town of Surfside, this day acknowledged before me that he/she executed the foregoing General Release, and he/she affirms that he/she has the authority to do so on behalf of the Town of Surfside, is personally known to me ~~or has produced his/her driver's license No.~~ _____ as identification and did take an oath.

SWORN TO and SUBSCRIBED before me, an officer duly authorized to take oaths and acknowledgments, on this 11th day of July, 2001.

Notary Public of the State of Florida

Print Name: Steven D. Ginsburg

My Commission Expires: _____

Steven D Ginsburg
My Commission CC998059
Expires April 30, 2005

ATTACHMENT 2

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

May 11, 2012

Bill Evans
Public Works Director
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

Re: **Pay Estimate No. 8**
Surfside Utility Upgrade Project
CGA Project No. 06-5355.15

Dear Mr. Evans,

Attached please find pay Application No.8 from Ric-Man International, Inc. in the amount of $1,073,208.94. The consent of Surety for partial payment is also included.

We recommend approval of this estimate. Please have a requisition prepared for this project.

If you have any questions or require anything further, please contact the undersigned.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Sabrina M. Baglieri
Director Construction Services

SMB/

Attachments

cc: Victor Menocal, Ric-Man International, Inc.
File

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

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.[illegible]

www.calvin-giordano.com

PLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE 01 OF 02

)WNER:
n of Surfside
Harding Ave
lide, FL 33154

PROJECT:
Surfside Infrastructure Rehabilitation Project
Stormwater, Water and Sewer Service

APPLICATION NO: 8
PERIOD TO: 03/31/12
DATE: 04/30/12

Distribution to:
☐ OWNER
☐ ENGINEER
☐ CONTRACTOR

ENGINEER:
n, Giordano & Associates, Inc.
Eller Drive, Suite 600
auderdale, FL 33316

FROM CONTRACTOR:
Ric-Man International, Inc.
2601 Wiles Road
Pompano Beach, FL 33073

PROJECT NO: CGA Project No. 06-5355.15
CONTRACT DATE: 07/19/11

NTRACTOR'S APPLICATION FOR PAYMENT

cation is made for payment, as shown below, in connection with the Contract.
nuation Sheet, AIA Document G703, is attached.

RIGINAL CONTRACT SUM		$ $16,005,938.00
t change by Change Orders		$ 0.00
)NTRACT SUM TO DATE (Line 1 ± 2)		$ 16,005,938.00
)TAL COMPLETED & STORED TO DATE (Column L on G703)		$ $5,943,965.25
ETAINAGE:		
a. 10% % of Completed Work (Column D + E on G703)	$ 594,396.53	
b. ____ % of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 594,396.53
)TAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 5,349,568.72
ISS PREVIOUS CERTIFICATES FOR YMENT (Line 6 from prior Certificate)		$ 4,276,359.78
URRENT PAYMENT DUE		$ 1,073,208.94
ALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 10,656,369.28	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
nal changes approved previous months by Owner	$0.00	
tal approved this Month	$0.00	
)TALS	$0.00	$0.00
ET CHANGES by Change Order	$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

KIMBERLEY K. JOHN
MY COMMISSION # DD 884410
EXPIRES: April 20, 2013
Bonded Thru Notary Public Underwriters

CONTRACTOR: Ric-man International, Inc.
By: _____ Date: 4/30/12

State of: Florida County of: Broward
Subscribed and sworn to before me this 30 day of April 2012
Notary Public: Kimberley Mph
My Commission expires:

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 1,073,208.94

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER:
By: _____ Date: 5/11/12

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

B may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Developer's signed Certifications attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

DOCUMENT G703

APPLICATION NO.: 8
APPLICATION DATE: 04/30/12
PERIOD TO: 03/31/12
PROJECT NO.: CGA Project No. 06-6355.15

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QUANTITY	CURRENT QUANTITY	TOTAL QUANTITY TO DATE	PREVIOUS AMOUNT	CURRENT AMOUNT	TOTAL AMOUNT TO DATE	
I	GENERAL ITEMS											
1	Mob/ Demob / Erosion Control	1	LS	$418,000.00	$418,000.00	1.00	0.00	1.00	$418,000.00	$0.00	$418,000.00	100%
2	Maintenance of Traffic	1	LS	$52,000.00	$52,000.00	0.48	0.07	0.56	$25,480.00	$3,640.00	$29,120.00	56%
3	Remove & Replace existing Modified Concrete Curb & Gutter	6,000	LF	$12.00	$72,000.00	9468.00	2063.00	11531.00	$113,616.00	$24,756.00	$138,372.00	192%
4	Variable Depth Milling of Existing Asphalt Pavement (Depth varies, See Pavement Restoration Plan for Details)	138,785	SY	$1.90	$263,710.50	43484.00	24123.67	67587.67	$82,581.80	$45,834.97	$128,416.67	49%
5	Type S-3 Asphalt Pavement (3/4" depth) - First Lift	138,785	SY	$4.70	$652,338.50	48502.00	15935.00	64437.00	$227,959.40	$74,894.50	$302,853.90	46%
6	Type S-3 Asphalt Pavement (3/4" depth) - Second Lift	138,785	SY	$4.70	$652,338.50	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
7	Adjust Manhole Rim Elevation	68	EA	$71.00	$6,248.00	4.00	26.00	30.00	$284.00	$1,849.00	$2,130.00	34%
8	Adjust Valve Box Rim Elevation	200	EA	$57.00	$11,400.00	39.00	0.00	39.00	$2,223.00	$0.00	$2,223.00	20%
9	Stop Bar Assembiye (Includes 24" stop bar, 50 LF 6" double yellow striping, 4 red /white RPM's)	134	EA	$340.00	$45,560.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
10	Miscellaneous Pavement Markings	1	LS	$4,700.00	$4,700.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
11	Temporary Pavement Markings	1	LS	$4,700.00	$4,700.00	0.33	0.00	0.33	$1,551.00	$0.00	$1,551.00	33%
II	WATER MAIN REPLACEMENT											
12	F & I 6" P.V.C., C-900 (Including Backfilling, Bedding, Pavement Restoreting & All bends & fittings)	30,802	LF	$34.00	$1,047,268.00	19878.00	490.00	20368.00	$675,852.00	$16,660.00	$692,512.00	66%
13	F & I 6" P.V.C., C-900 (Including Backfilling, Bedding, Pavement Restoreting & All bends & fittings)	392	LF	$34.00	$13,328.00	3.00	0.00	3.00	$102.00	$0.00	$102.00	1%
14	F & I 4" P.V.C., C-900 (Including Backfilling, Bedding, Pavement Restoreting & All bends & fittings)	31	LF	$36.00	$1,116.00	160.00	0.00	160.00	$5,480.00	$0.00	$5,480.00	581%
15	F & I 6" DIP (Including Backfilling, Bedding, Pavement Restoreting & All bends & fittings)	880	LF	$54.00	$47,520.00	1830.00	0.00	1830.00	$98,820.00	$0.00	$98,820.00	208%
16	F & I 6" Gate Valve	187	EA	$1,300.00	$243,100.00	75.00	0.00	75.00	$97,500.00	$0.00	$97,500.00	40%
17	F & I Fire Hydrant Assembly w/ PIPE	26	EA	$3,200.00	$83,200.00	29.00	0.00	29.00	$92,800.00	$0.00	$92,800.00	112%
18	F & I 16"X6" Tapping Sleeve & Valve	1	EA	$4,100.00	$4,100.00	2.00	0.00	2.00	$8,200.00	$0.00	$8,200.00	200%
18a	F & I 12"X6" Tapping Sleeve & Valve	6	EA	$4,000.00	$24,000.00	9.00	2.00	11.00	$36,000.00	$8,000.00	$44,000.00	183%
18b	F & I 8"X6" Tapping Sleeve & Valve	2	EA	$3,700.00	$7,400.00	2.00	1.00	3.00	$7,400.00	$3,700.00	$11,100.00	150%
18c	F & I 6"X6" Tapping Sleeve & Valve	10	EA	$3,100.00	$31,000.00	2.00	-1.00	1.00	$6,200.00	($3,100.00)	$3,100.00	10%
18d	F & I 4"X6" Tapping Sleeve & Valve	3	EA	$2,800.00	$8,400.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
19	F & I Air Release Valves	4	EA	$1,100.00	$4,400.00	4.00	0.00	4.00	$4,400.00	$0.00	$4,400.00	100%
20	F & I Bacteriological Sample Point	57	EA	$150.00	$8,550.00	27.00	0.00	27.00	$4,050.00	$0.00	$4,050.00	47%
21	Proposed Single Water Service (Includes Corp. stop, fittings, 2" poly pipe & Single Meter Box - does not include Meter)	284	EA	$910.00	$258,440.00	349.00	8.00	357.00	$317,590.00	$7,280.00	$324,870.00	126%
22	Proposed Double Water Service (Includes Corp. stop, fittings, 2" poly pipe & Double Meter Box - does not include Meter)	400	EA	$920.00	$368,000.00	118.00	15.00	133.00	$108,560.00	$13,800.00	$122,360.00	33%
23	Grout & Abandon Existing Pipe 2" Pipe	217	LF	$1.00	$217.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
24	Grout & Abandon Existing Pipe 8" Pipe	8,018	LF	$0.90	$7,217.10	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
25	Grout & Abandon Existing Pipe 4" Pipe	13,254	LF	$1.10	$14,579.40	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
26	Grout & Abandon Existing Pipe 6" Pipe	13,076	LF	$1.70	$22,229.20	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
27	Grout & Abandon Existing Pipe 8" Pipe	21	LF	$26.00	$546.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
28	Fill & Flush Connection	42	EA	$2,200.00	$92,400.00	14.00	0.00	14.00	$30,800.00	$0.00	$30,800.00	33%
III	SEWER LINING AND REPAIR											
29	Sewer Main Cleaning & TV Inspections (8" - 15") Pre & Final	49,616	LF	$1.20	$59,539.20	41268.00	1808.00	43068.00	$49,509.60	$2,169.60	$51,679.20	87%
29A	Sewer Main Cleaning & TV Inspections (8" - 15") Warranty	49,616	LF	$1.10	$54,577.60	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
30	Install CIP liner in 8-inch sewer main, all depths	33,928	LF	$28.00	$949,912.00	5016.00	5738.00	10753.00	$145,435.00	$166,402.00	$311,837.00	32%
31	Install CIP liner in 10-inch sewer main, all depths	12,004	LF	$22.00	$264,088.00	1147.00	278.00	1425.00	$25,234.00	$6,116.00	$31,350.00	12%
32	Install CIP liner in 12-inch sewer main, all depths	1,662	LF	$44.00	$73,128.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
33	Install CIP liner in 15-inch sewer main, all depths	2,022	LF	$54.00	$109,188.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
34	Point Repair Existing 8" Sewer Main (SDR-35)	9,393	LF	$97.00	$329,121.00	2277.00	25.00	2302.00	$220,869.00	$2,425.00	$223,294.00	68%
35	Point Repair Existing 10" Sewer Main (SDR-35)	1,200	LF	$130.00	$156,000.00	150.00	0.00	150.00	$19,500.00	$0.00	$19,500.00	13%
36	Point Repair Existing 12" Sewer Main (SDR-35)	186	LF	$140.00	$26,240.00	0.00	55.00	55.00	$0.00	$7,700.00	$7,700.00	33%
37	Point Repair Existing 15" Sewer Main (SDR-35)	202	LF	$200.00	$40,400.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
38	Application of Grout to Repair Sewer Main (all sizes)	188	EA	$110.00	$18,150.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
39	Sewer Lateral Cleaning & Tv Inspection from Main to ROW pre & final	1,453	EA	$240.00	$348,720.00	188.00	0.00	188.00	$44,640.00	$0.00	$44,640.00	13%

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CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Dev[illegible]er's signed Certifications attached.
In [illegible]tions below, amounts are stated to the nearest dollar.
Use [illegible]umn I on Contracts where variable retainage for line items may apply.

DOCUMENT G703

APPLICATION NO.: 8
APPLICATION DATE: 04/30/12
PERIOD TO: 03/31/12
PROJECT NO.: CGA Project No. 08-5355.15

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QUANTITY	CURRENT QUANTITY	TOTAL QUANTITY TO DATE	PREVIOUS AMOUNT	CURRENT AMOUNT	TOTAL AMOUNT TO DATE	
39A	Sewer Lateral Cleaning & Tv Inspection from Main to ROW Warranty	1,453	EA	$94.00	$136,582.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
40	Remove & Replace 4 & 6 Inch Laterals from Main to Property Line, including new cleanout	130	EA	$1,400.00	$182,000.00	130.00	0.00	130.00	$182,000.00	$0.00	$182,000.00	100%
41	Remove & Replace 4 & 6 Inch Drop Laterals from Main to Property Line, including new cleanout	20	EA	$1,800.00	$36,000.00	20.00	0.00	20.00	$36,000.00	$0.00	$36,000.00	100%
42	Application of grout to repair lateral (All Sizes)	432	EA	$200.00	$86,400.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
43	F & I PVC Cleanout onto existing sewer lateral at property line	727	EA	$310.00	$225,370.00	103.00	32.00	135.00	$31,930.00	$9,920.00	$41,850.00	19%
44	Bypass pumping 8" & 15" sewer) (Hydralic conditions for the existing two pump stations within the town are: Head (ft) Ave 105; Flow (GPM) Avg 1,758; for information purposes)	1	LS	$8,500.00	$8,500.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
45	Rehabilitate Existing Sewer Manhole	158	EA	$770.00	$121,660.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
46	Seamless HDPE Pipe For Bridge Crossing (Included all hangers, fittings, labor, materials & equipment necessary for installation)	1	LS	$35,000.00	$35,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
IV	DRAINAGE IMPROVEMENTS											
47a	Construct Stormwater Pump Station 1											
	Mobilization	1	LS	$10,000.00	$10,000.00	0.50	0.50	1.00	$5,000.00	$5,000.00	$10,000.00	100%
	Coordinate with FPL	1	LS	$5,000.00	$5,000.00	0.20	0.00	0.20	$1,000.00	$0.00	$1,000.00	20%
	Excavate and Shore for Structure	1	LS	$52,000.00	$52,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Dewatering	1	LS	$7,500.00	$7,500.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Deliver Wet Well	1	LS	$54,000.00	$54,000.00	0.60	0.00	0.60	$32,400.00	$0.00	$32,400.00	60%
	Set Well Structure	1	LS	$110,000.00	$110,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Crane Mobilization & Demobilization	1	LS	$30,000.00	$30,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Backfill	1	LS	$5,000.00	$5,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Form & Pour Concrete Fillets	1	LS	$10,000.00	$10,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Install Pump Base	1	LS	$5,500.00	$5,500.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Install 24" FM Pipe	1	LS	$17,000.00	$17,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Install Control Panel Rack	1	LS	$7,000.00	$7,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Furnish & Install Meter/Disconnect	1	LS	$8,000.00	$8,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Install Conduits from Power Source	1	LS	$8,000.00	$8,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Install Conduits from Pumps	1	LS	$8,000.00	$8,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Furnish & Install Pumps	1	LS	$67,000.00	$67,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Furnish & Install Control Panels	1	LS	$72,000.00	$72,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Pull Cables / Wires to Panel	1	LS	$4,000.00	$4,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Terminate Wire / Cable at Control Panel	1	LS	$4,000.00	$4,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Clean up & Demobilize	1	LS	$3,000.00	$3,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Start up	1	LS	$500.00	$500.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	O&M Manuals	1	LS	$500.00	$500.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
47b	Construct Stormwater Pump Station 2											
	Mobilization	1	LS	$10,000.00	$10,000.00	0.50	0.50	1.00	$5,000.00	$5,000.00	$10,000.00	100%
	Coordinate with FPL	1	LS	$5,000.00	$5,000.00	0.00	0.50	0.50	$0.00	$2,500.00	$2,500.00	50%
	Excavate and Shore for Structure	1	LS	$52,000.00	$52,000.00	0.00	1.00	1.00	$0.00	$52,000.00	$52,000.00	100%
	Dewatering	1	LS	$7,500.00	$7,500.00	0.00	1.00	1.00	$0.00	$7,500.00	$7,500.00	100%
	Deliver Wet Well	1	LS	$54,000.00	$54,000.00	0.60	0.40	1.00	$32,400.00	$21,600.00	$54,000.00	100%
	Set Well Structure	1	LS	$110,000.00	$110,000.00	0.00	1.00	1.00	$0.00	$110,000.00	$110,000.00	100%
	Crane Mobilization & Demobilization	1	LS	$30,000.00	$30,000.00	0.00	1.00	1.00	$0.00	$30,000.00	$30,000.00	100%
	Backfill	1	LS	$5,000.00	$5,000.00	0.00	0.75	0.75	$0.00	$3,750.00	$3,750.00	75%
	Form & Pour Concrete Fillets	1	LS	$10,000.00	$10,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Install Pump Base	1	LS	$5,500.00	$5,500.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Install 24" FM Pipe	1	LS	$17,000.00	$17,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Install Control Panel Rack	1	LS	$7,000.00	$7,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Furnish & Install Meter/Disconnect	1	LS	$8,000.00	$8,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Install Conduits from Power Source	1	LS	$8,000.00	$8,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Install Conduits from Pumps	1	LS	$8,000.00	$8,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Furnish & Install Pumps	1	LS	$67,000.00	$67,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Furnish & Install Control Panels	1	LS	$72,000.00	$72,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%

CONTINUATION SHEET

DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Developer's signed Certifications attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 8
APPLICATION DATE: 04/30/12
PERIOD TO: 03/31/12
PROJECT NO.: CGA Project No. 08-5355.15

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QUANTITY	CURRENT QUANTITY	TOTAL QUANTITY TO DATE	PREVIOUS AMOUNT	CURRENT AMOUNT	TOTAL AMOUNT TO DATE	
	Pull Cables / Wires to Panel	1	LS	$4,000.00	$4,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Terminate Wire / Cable at Control Panel	1	LS	$4,000.00	$4,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Clean up & Demobilize	1	LS	$3,000.00	$3,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Start up	1	LS	$500.00	$500.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	O&M Manuals	1	LS	$500.00	$500.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
47c	Construct Stormwater Pump Station 3											
	Mobilization	1	LS	$10,000.00	$10,000.00	0.00	1.00	1.00	$0.00	$10,000.00	$10,000.00	100%
	Coordinate with FPL	1	LS	$5,000.00	$5,000.00	0.00	0.50	0.50	$0.00	$2,500.00	$2,500.00	50%
	Excavate and Shore for Structure	1	LS	$52,000.00	$52,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Dewatering	1	LS	$7,500.00	$7,500.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Deliver Wet Well	1	LS	$64,000.00	$64,000.00	0.60	0.00	0.60	$32,400.00	$0.00	$32,400.00	60%
	Set Wet Structure	1	LS	$110,000.00	$110,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Crane Mobilization & Demobilization	1	LS	$30,000.00	$30,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Backfill	1	LS	$5,000.00	$5,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Form & Pour Concrete Fillets	1	LS	$10,000.00	$10,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Install Pump Base	1	LS	$5,500.00	$5,500.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Install 24" FM Pipe	1	LS	$17,000.00	$17,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Install Control Panel Rack	1	LS	$7,000.00	$7,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Furnish & Install Motor/Disconnect	1	LS	$8,000.00	$8,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Install Conduits from Power Source	1	LS	$8,000.00	$8,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Install Conduits from Pumps	1	LS	$8,000.00	$8,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Furnish & Install Pumps	1	LS	$67,000.00	$67,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Furnish & Install Control Panels	1	LS	$72,000.00	$72,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Pull Cables / Wires to Panel	1	LS	$4,000.00	$4,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Terminate Wire / Cable at Control Panel	1	LS	$4,000.00	$4,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Clean up & Demobilize	1	LS	$3,000.00	$3,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Start up	1	LS	$500.00	$500.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	O&M Manuals	1	LS	$500.00	$500.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
48	F & I Control Structure (9' - 10" x 5' -6")	7	EA	$4,800.00	$33,600.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
49	F & I Control Structure (7' -4" x 7' -4")	3	EA	$4,300.00	$12,900.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
50	Remove Existing Curb Inlets	20	EA	$440.00	$8,800.00	2.00	1.00	3.00	$660.00	$440.00	$1,320.00	15%
51	F & I 4' Diameter Drainage Manhole	10	EA	$1,900.00	$19,000.00	0.00	1.00	1.00	$0.00	$1,900.00	$1,900.00	10%
52	F & I 6' Diameter Drainage Manhole	5	EA	$2,400.00	$12,000.00	1.00	2.00	3.00	$2,400.00	$4,800.00	$7,200.00	60%
53	F & I 4' Diameter Curb Inlet	21	EA	$1,900.00	$39,900.00	2.00	0.00	2.00	$3,800.00	$0.00	$3,800.00	10%
54	F & I 6' Diameter Curb Inlet	1	EA	$3,800.00	$3,800.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
55	F & I 10' Diameter Curb Inlet	1	EA	$5,100.00	$5,100.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
56	F & I Type P-4 Inlet	7	EA	$2,800.00	$19,600.00	2.00	0.00	2.00	$5,600.00	$0.00	$5,600.00	29%
57	F & I Drainage Wells (Includes well, box & everything within box)	9	EA	$21,000.00	$189,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
58	F & I 18" RCP (Incl Trenching, Backfill, Pavement Restoration)	5,200	LF	$40.00	$208,000.00	240.00	540.00	780.00	$9,600.00	$21,600.00	$31,200.00	15%
58a	F & I 10" RCP (Incl Trenching, Backfill, Pavement Restoration)	100	LF	$69.00	$6,900.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
58b	F & I 15" RCP (Incl Trenching, Backfill, Pavement Restoration)	50	LF	$75.00	$3,750.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
58c	F & I 30" RCP (Incl Trenching, Backfill, Pavement Restoration)	25	LF	$130.00	$3,250.00	0.00	28.00	28.00	$0.00	$3,640.00	$3,640.00	112%
58d	F & I 36" RCP (Incl Trenching, Backfill, Pavement Restoration)	195	LF	$73.00	$14,235.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
59	F & I 10" DIP (Incl Backfilling, Bedding, Pavement Restoration)	1,170	LF	$49.00	$57,330.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
60	F & I 12" DIP (Incl Backfilling, Bedding, Pavement Restoration)	51	LF	$190.00	$9,690.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
61	F & I 24" DIP (Incl Backfilling, Bedding, Pavement Restoration)	84	LF	$350.00	$29,400.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
62	F & I Manatee Grates	4	EA	$1,200.00	$4,800.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
63	F & I Rain Sensors	3	EA	$260.00	$780.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
64	F & I Flap Gates	3	EA	$6,500.00	$19,500.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
V	SEWER PUMP STATION IMPROVEMENTS AND FORCE MAIN											
65	Pump Station # 1 (All Inclusive)											
	Mobilization	1	LS	$5,000.00	$5,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Clear Side Yard as needed	1	LS	$2,000.00	$2,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Install Generator Pad	1	LS	$8,000.00	$8,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Remove Exterior Glass Block, Louvers, Fans, Piping	1	LS	$4,000.00	$4,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Install New Windows	1	LS	$6,500.00	$6,500.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Developer's signed Certifications attached.
In tabulations below, amounts are stated to the nearest dollar.
Use column I on Contracts where variable retainage for line items may apply.

DOCUMENT G703

APPLICATION NO.: 8
APPLICATION DATE: 04/30/12
PERIOD TO: 03/31/12
PROJECT NO.: CGA Project No. 06-5355.15

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QUANTITY	CURRENT QUANTITY	TOTAL QUANTITY TO DATE	PREVIOUS AMOUNT	CURRENT AMOUNT	TOTAL AMOUNT TO DATE	
Exter	Install New Louvers, Fans	1	LS	$24,500.00	$24,500.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Repair, Pressure Clean & Seal Exterior	1	LS	$2,500.00	$2,500.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Install New Generator	1	LS	$52,000.00	$52,000.00	0.00	0.88	0.88	$0.00	$50,960.00	$50,960.00	98%
	Clean Existing Pipe from Terminal MH to LS	1	LS	$2,000.00	$2,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Restoration	1	LS	$2,000.00	$2,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Landscaping	1	LS	$2,000.00	$2,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
Interior	Bypass Sewer	1	LS	$13,500.00	$13,500.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Remove Exterior Generator	1	LS	$4,000.00	$4,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Remove Pipe / Pumps from Pump Room	1	LS	$2,000.00	$2,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Remove Existing Metals	1	LS	$2,000.00	$2,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Decomission Existing Gas Line	1	LS	$1,000.00	$1,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Clean Interior and Apply new Coating	1	LS	$14,500.00	$14,500.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Install New Pipe / Valves	1	LS	$23,500.00	$23,500.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Install New Metals	1	LS	$8,500.00	$8,500.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Install New Pumps	1	LS	$39,500.00	$39,500.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Install New Control Panel	1	LS	$29,000.00	$29,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Electrical Work	1	LS	$12,500.00	$12,500.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Start up	1	LS	$1,000.00	$1,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	O&M Manuals	1	LS	$500.00	$500.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
66	Pump Station # 2 (All Inclusive)											
Exterior	Mobilization	1	LS	$5,000.00	$5,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Clear Side Yard as needed	1	LS	$2,000.00	$2,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Install Generator Pad	1	LS	$6,000.00	$6,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Remove Exterior Glass Block, Louvers, Fans, Piping	1	LS	$4,000.00	$4,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Install New Windows	1	LS	$8,500.00	$8,500.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Install New Louvers, Fans	1	LS	$24,500.00	$24,500.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Repair, Pressure Clean & Seal Exterior	1	LS	$2,500.00	$2,500.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Install New Generator	1	LS	$52,000.00	$52,000.00	0.00	0.88	0.88	$0.00	$50,960.00	$50,960.00	98%
	Clean Existing Pipe from Terminal MH to LS	1	LS	$2,000.00	$2,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Restoration	1	LS	$2,000.00	$2,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Landscaping	1	LS	$2,000.00	$2,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
Interior	Bypass Sewer	1	LS	$13,500.00	$13,500.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Remove Exterior Generator	1	LS	$4,000.00	$4,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Remove Pipe / Pumps from Pump Room	1	LS	$2,000.00	$2,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Remove Existing Metals	1	LS	$2,000.00	$2,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Decomission Existing Gas Line	1	LS	$1,000.00	$1,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Clean Interior and Apply new Coating	1	LS	$14,500.00	$14,500.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Install New Pipe / Valves	1	LS	$23,500.00	$23,500.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Install New Metals	1	LS	$8,500.00	$8,500.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Install New Pumps	1	LS	$39,500.00	$39,500.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Install New Control Panel	1	LS	$30,000.00	$30,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Electrical Work	1	LS	$12,500.00	$12,500.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	Start up	1	LS	$1,000.00	$1,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
	O&M Manuals	1	LS	$500.00	$500.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
				$283,000.00								
67	Install 12" C-900 FM (all depths)	2,433	LF	$48.00	$116,784.00	2480.00	0.00	2480.00	$119,520.00	$0.00	$119,520.00	102%
68	F & I 12" Plug Valves	3	EA	$3,000.00	$9,000.00	3.00	0.00	3.00	$9,000.00	$0.00	$9,000.00	100%
68a	F & I 8" Plug Valves	2	EA	$2,000.00	$4,000.00	1.00	0.00	1.00	$2,000.00	$0.00	$2,000.00	50%
68b	F & I 8"X8" Tapping Sleeve & Valve	2	EA	$3,900.00	$8,800.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
68c	F & I 12" Plug	2	EA	$1,100.00	$2,200.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
68d	F & I 12"X8" Reducer	2	EA	$820.00	$1,640.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
VI	CONNECTIONS TO EXISTING METERS OF PRIVATE PROPERTY											
69	Connection from New Meter at Property Line to Existing Irrigation Meter Location, by a license Plumbing Contractor(Does not include meter)	175	EA	$610.00	$106,750.00	38.00	10.00	48.00	$21,960.00	$6,100.00	$28,060.00	26%

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Developer's signed Certifications attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

DOCUMENT G703

APPLICATION NO.: 8
APPLICATION DATE: 04/30/12
PERIOD TO: 03/31/12
PROJECT NO.: CGA Project No. 08-5355.15

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ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QUANTITY	CURRENT QUANTITY	TOTAL QUANTITY TO DATE	PREVIOUS AMOUNT	CURRENT AMOUNT	TOTAL AMOUNT TO DATE	
70	Connection from New Meter at Property Line to Existing Water Meter Location, by a license Plumbing Contractor(Does not include meter)	1,084	EA	$610.00	$661,240.00	438.00	73.00	511.00	$267,180.00	$44,530.00	$311,710.00	47%
71	Restoration of Landscaped Areas	57,540	LF	$4.50	$258,890.00	31981.00	1200.00	33181.00	$143,824.50	$5,400.00	$149,224.50	58%
72	Restoration of Asphalt Paved Areas	10	LF	$17.00	$170.00	206.00	0.00	206.00	$3,502.00	$0.00	$3,502.00	2060%
73	Restoration of Concrete Paved Areas	3,581	LF	$25.00	$89,525.00	2081.00	0.00	2081.00	$52,025.00	$0.00	$52,025.00	58%
73a	Restoration of Stamped Concrete	100	LF	$48.00	$4,800.00	250.00	0.00	250.00	$12,000.00	$0.00	$12,000.00	250%
73b	Restoration of Concrete Tile	132	LF	$69.00	$9,696.00	320.00	0.00	320.00	$16,960.00	$0.00	$16,960.00	242%
73c	Restoration of Concrete Pavers	250	LF	$44.00	$11,000.00	894.00	0.00	894.00	$39,336.00	$0.00	$39,336.00	358%
73d	HDD Work under Paved, Concrete and Specialty Tile	18,836	LF	$25.00	$420,900.00	1000.00	1300.00	2300.00	$25,000.00	$32,500.00	$57,500.00	14%
74	Supply & Install 5/8" Backflow Preventer by Licensed Plumbing Contractor	15	EA	$640.00	$9,600.00	4.00	0.00	4.00	$2,560.00	$0.00	$2,560.00	27%
75	Supply & Install 1" Backflow Preventer by Licensed Plumbing Contractor	117	EA	$770.00	$90,090.00	25.00	0.00	25.00	$19,250.00	$0.00	$19,250.00	21%
76	Supply & Install 1.5" Backflow Preventer by Licensed Plumbing Contractor	27	EA	$1,200.00	$32,400.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
77	Supply & Install 2" Backflow Preventer by Licensed Plumbing Contractor	16	EA	$1,600.00	$25,600.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
78	Purchase & Install Transmitter for Galaxy Fixed Network	1,603	EA	$180.00	$304,570.00	469.00	56.00	525.00	$89,110.00	$10,640.00	$99,750.00	33%
79	Purchase & Install M 25 5/8" Meter Complete with encoder register	192	EA	$150.00	$28,800.00	140.00	10.00	150.00	$21,000.00	$1,500.00	$22,500.00	78%
80	Purchase & Install M 55 1" Meter Complete with encoder register	352	EA	$230.00	$80,960.00	136.00	25.00	161.00	$31,280.00	$5,750.00	$37,030.00	46%
81	Purchase & Install M 120 1 1/2" Meter Complete with encoder register	50	EA	$510.00	$25,500.00	5.00	0.00	5.00	$2,550.00	$0.00	$2,550.00	10%
82	Purchase & Install M 170 2" Meter Complete with encoder register	23	EA	$650.00	$14,950.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
83	Purchase & Install M 3" Meter Complete with encoder register	13	EA	$930.00	$12,090.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
84	Purchase & Install M 4" Meter Complete with encoder register	24	EA	$1,500.00	$36,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
85	Relocate Existing Badger Meter from Backyards to new meter box location at the front of property	959	EA	$110.00	$104,630.00	47.00	45.00	92.00	$5,170.00	$4,950.00	$10,120.00	10%
VII	CONTINGENCY											
86	Contingency	1	LS	$1,440,476.09	$1,440,476.09	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
VIII	ALLOWANCES											
87	F& I FPL Service Connections for the 3 Stormwater Pump Station	1	LS	$65,000.00	$65,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
88	Landscape Relocation, Repair or Replacement Allowance	1	LS	$60,000.00	$60,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
VIX	ADDITIONAL QUANTITIES											
89	Remove and Replace 4 & 6-inch Laterals from Main to Property Line including new cleanout	1,173	EA	$1,400.00	$1,642,200.00	441.00	80.00	521.00	$617,400.00	$112,000.00	$729,400.00	44%
90	Remove and Replace 4 & 6-inch Drop Laterals from Main to Property Line including new cleanout	130	EA	$1,800.00	$234,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
91	Chemical grouting to repair sewer laterals (all sizes)	(432)	EA	$200.00	($86,400.00)	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
92	Descaling and tuberculation removal (8-10")	500	LF	$15.00	$7,500.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
93	Descaling and tuberculation removal (12-16")	500	LF	$20.00	$10,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
94	Reconstruct Speed Tables (Allowance)	7	EA	$18,000.00	$126,000.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
95	Early Completoin Incentive Payments	3	EA	$50,000.00	$150,000.00	1.00	0.00	1.00	$50,000.00	$0.00	$50,000.00	33%
96	FPL Undergrounding Allowance	18,040	LF	$16.626712	$300,000.00	5920.00	320.00	6240.00	$98,447.80	$5,321.51	$103,769.40	35%
97	Reduce Contingency Item Per Town Direction - Adjustment for Reduction in $200,000 has been done under Line Item No. 86. Contingency Adjustments											
98	Deletion of F & I 6" Gate Valve	(70)	EA	$1,300.00	($91,000.00)	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
99	Additional Costs for Installation of 88th Street versus 93rd Street	1	LS	$81,718.00	$81,718.00	0.80	0.10	0.90	$49,374.40	$8,171.80	$55,546.20	90%
100	Parking Lot on Collins Avenue and 93rd Street	1	LS	$16,201.78	$16,201.78	1.00	0.00	1.00	$16,201.78	$0.00	$16,201.78	100%
101	HDD Water Main in Rear Easement for Water Service Connection	5,400	LF	$62.00	$334,800.00	1030.00	2460.00	3490.00	$63,860.00	$152,520.00	$216,380.00	65%

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Developer's signed Certifications attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

DOCUMENT G703

APPLICATION NO.: 8
APPLICATION DATE: 04/30/12
PERIOD TO: 03/31/12
PROJECT NO.: CGA Project No. 06-6355.15

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QUANTITY	CURRENT QUANTITY	TOTAL QUANTITY TO DATE	PREVIOUS AMOUNT	CURRENT AMOUNT	TOTAL AMOUNT TO DATE	
102	Thick Asphalt in Phase I	3,216	SY	$13.99	$45,019.82	3216.00	0.00	3216.00	$45,019.82	$0.00	$45,019.82	100%
103	Asphalt in Phase I for Conduit Trenches	112	EA	$160.00	$17,920.00	112.00	0.00	112.00	$17,920.00	$0.00	$17,920.00	100%
104	Fire Hydrant on 95th Street and Harding Avenue	1	LS	$14,189.68	$14,189.68	0.00	1.00	1.00	$0.00	$14,189.68	$14,189.68	100%
105	Purchase Coquina and Place on Hard Pack	1	LS	$2,087.49	$2,087.49	0.00	1.00	1.00	$0.00	$2,087.49	$2,087.49	100%
106	Replacements Inlets Tops along 89th and 90th Street	1	LS	$6,400.00	$6,400.00	0.00	1.00	1.00	$0.00	$6,400.00	$6,400.00	100%
107	Roadway Reconstruction for Phase I	3,960	SY	$5.00	$19,800.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
108	Yard Rental	12	MTH	$2,500.00	$30,000.00	0.00	2.00	2.00	$0.00	$5,000.00	$5,000.00	17%
109	Deductive for Drainage Value Engineering - Raising Pipe	1	LS	($13,131.58)	($13,131.58)	0.00	0.20	0.20	$0.00	($2,626.32)	($2,626.32)	20%
	CHANGE ORDERS											
C.O. 1	Change Order No. 1 - Direct Purchase- Deduction No. 1	1	LS	($1,335,878.49)	($1,335,878.49)	0.29	0.000	0.29	($389,559.18)	$0.00	($389,559.18)	29%
C.O. 2	Change Order No. 2 - Emergency Change Order Nos. 1 -5	1	LS	$42,151.59	$42,151.59	1.00	0.00	1.00	$42,151.59	$0.00	$42,151.59	100%
C.O. 3	Change Order No. 3 - Gas Line Conflict	1	LS	$5,420.46	$5,420.46	1.00	0.00	1.00	$5,420.46	$0.00	$5,420.46	100%
C.O. 4	Change Order No. 4 - Emergency Change Order Nos. 6	1	LS	$3,826.18	$3,826.18	0.00	1.00	1.00	$0.00	$3,826.18	$3,826.18	100%
	CONTRACT TOTALS				$18,005,938.00				$4,751,510.87	$1,192,454.39	$5,943,965.25	

Total Construction Funding	$18,005,938.00
Construction Funding Expended	$5,943,965.25
Percentage Complete	37.14%

Accounts Transfers Services Alerts Preferences ATTACHMENT 3

Balances Activity Statements Search Transactions

View Transaction

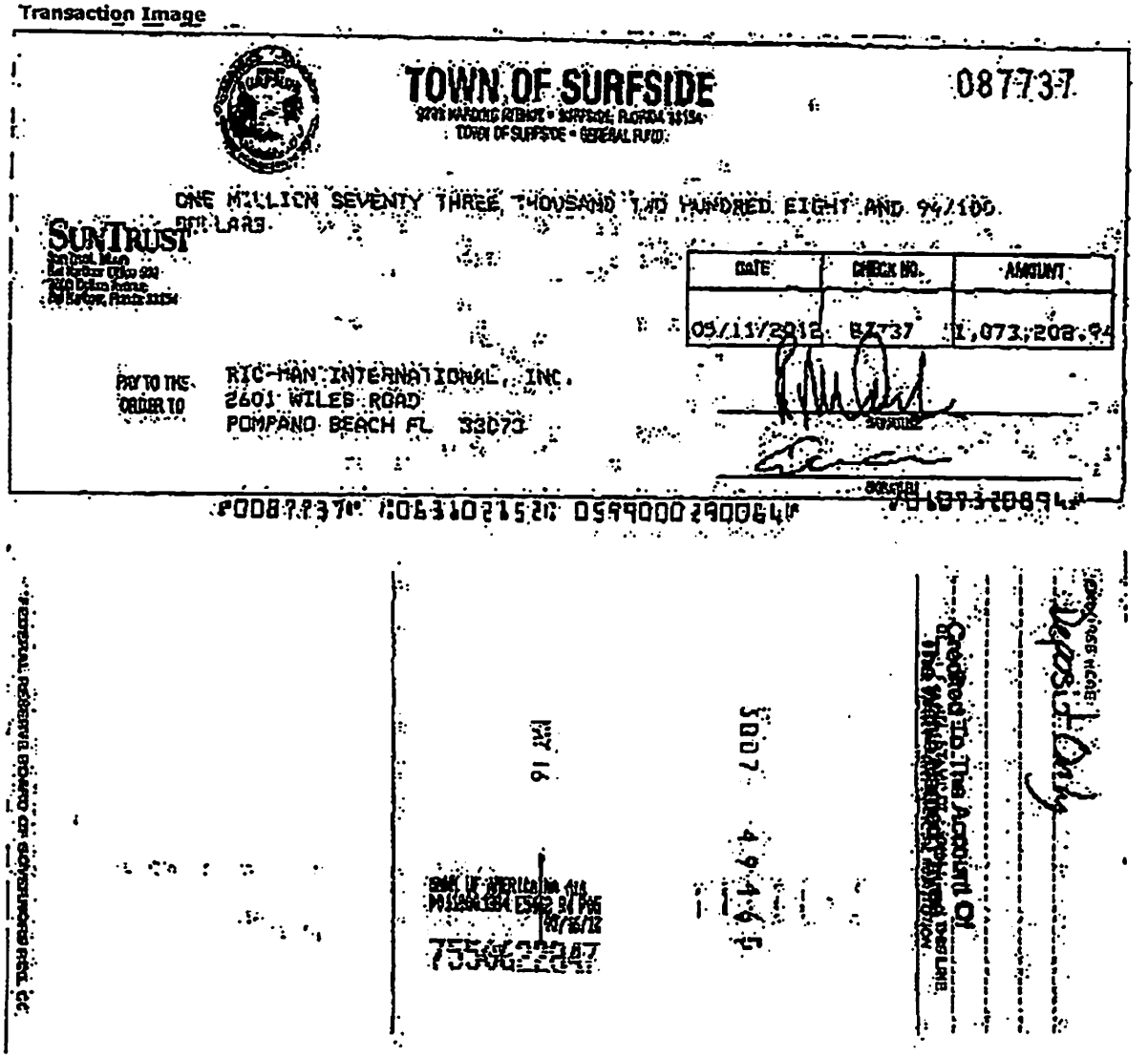
Use this screen to view a cleared transaction.

Transaction Information

Account: Eqty/Pooled Cash-A/P Acct #801 - **********0064
Transaction: Debit with Image 87737
Date Cleared: 05/16/2012
Amount: $1,073,208.94

Date Initiated: 05/16/2012
FI Reference ID: 20120516000001073208940000000877372
Description: CHECK

Transaction Image



TOWN OF SURFSIDE
9293 HARDING AVENUE • SURFSIDE, FLORIDA 33154
TOWN OF SURFSIDE • GENERAL FUND

087737

ONE MILLION SEVENTY THREE THOUSAND TWO HUNDRED EIGHT AND 94/100 DOLLARS

SUNTRUST

DATE	CHECK NO.	AMOUNT
05/11/2012	87737	1,073,208.94

PAY TO THE ORDER TO
RIC-MAN INTERNATIONAL, INC.
2601 WILES ROAD
POMPANO BEACH FL 33073

SIGNATURE

SIGNATURE

⑈0087737⑈ ⑆063102152⑆ 0599000290064⑈ ⑈0107320894⑈

FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

MAY 16

3007 49465

SUN TRUST
Credited To The Account Of
The Within Named Payee

Deposit Only

ATTTACHMENT 4

Excerpt from Competitively Bid Schedule of Values

Bid Item	Description	Estimated Quantity	Unit	Unit Price		Estimated Total
IV.	Drainage Improvements					
47	Construct Stormwater Pump Station (All Inclusive)	3	EA	$482,000.00		$1,446,000.00
48	Furnish and Install Control Structure (9'-10"x5'-4")	7	EA	$4,800.00		$33,600.00
49	Furnish and Install Control Structure (7'-4"x7'-4")	3	EA	$4,300.00		$12,900.00
50	Remove Existing Curb Inlets	20	EA	$440.00		$8,800.00
51	Furnish and Install 4' Diameter Drainage Manhole	10	EA	$1,900.00		$19,000.00
52	Furnish and Install 6' Diameter Drainage Manhole	5	EA	$2,400.00		$12,000.00
53	Furnish and Install 4' Diameter Curb Inlet	21	EA	$1,900.00		$39,900.00
54	Furnish and Install 6' Diameter Curb Inlet	1	EA	$3,600.00		$3,600.00
55	Furnish and Install 10' Diameter Curb Inlet	1	EA	$5,100.00		$5,100.00
56	Furnish and Install Type P-4 Inlet	7	EA	$2,800.00		$19,600.00
57	Furnish and Install Drainage Wells (Includes Well, Box and everything within the box)	9	EA	$21,000.00		$189,000.00
58	Furnish and Install 18" RCP (Includes Trenching, Backfill, Pavement Restoration)	5,200	LF	$40.00		$208,000.00
58a	Furnish and Install 10" RCP (Includes Trenching, Backfill, Pavement Restoration)	100	LF	$69.00		$6,900.00
58b	Furnish and Install 15" RCP (Includes Trenching, Backfill, Pavement Restoration)	50	LF	$75.00		$3,750.00
58c	Furnish and Install 30" RCP (Includes Trenching, Backfill, Pavement Restoration)	25	LF	$130.00		$3,250.00
58d	Furnish and Install 36" RCP (Includes Trenching, Backfill, Pavement Restoration)	195	LF	$73.00		$14,235.00
59	Furnish and Install 10" Ductile Iron Pipe (Including Backfilling, Bedding, Pavement Restoration)	1,170	LF	$49.00		$57,330.00
60	Furnish and Install 12" Ductile Iron Pipe (Including Backfilling, Bedding, Pavement Restoration)	51	LF	$190.00		$9,690.00
61	Furnish and Install 24" Ductile Iron Pipe (Including Backfilling, Bedding, Pavement Restoration)	84	LF	$350.00		$29,400.00
62	Furnish and Install Manatee Grates	4	EA	$1,200.00		$4,800.00
63	Furnish and Install Rain Sensor	3	EA	$260.00		$780.00
64	Furnish and Install flap Gates	3	EA	$6,500.00		$19,500.00
	Subtotal Drainage Improvements					$2,147,185.00

ATTACHMENT 4

AMENDMENT TO SETTLEMENT AGREEMENT BETWEEN TOWN OF SURFSIDE AND INDIAN CREEK VILLAGE

This Amendment to the Settlement Agreement is made and entered into as of this ___ day of November, 2012, by and between Town of Surfside, a Florida municipal corporation ("Surfside") and Indian Creek Village, a Florida municipal corporation ("Indian Creek").

WITNESSETH

WHEREAS, on July 11, 2001, Surfside and Indian Creek entered into that certain Settlement Agreement (hereinafter the "Settlement Agreement") settling certain claims between them in connection with litigation filed in the Circuit Court of the 11th Judicial Circuit in and for Miami-Dade County, Florida in Case No. 98-4509 CA (11) and Case No. 98-11209 (10); and

WHEREAS, Section 7 of the Settlement Agreement pertains to certain Project improvements to Surfside Boulevard, including drainage, beautification and safety improvements, and provides for a mechanism and schedule for payment of said improvements; and

WHEREAS, the parties wish to amend section 7 of the Settlement Agreement to reflect a change in the improvements constructed and to be constructed by Surfside and Indian Creek's payment schedule for said improvements;

NOW THEREFORE, in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration and the mutual covenants set forth in this Amendment, the receipt and adequacy of which are hereby acknowledged, Surfside and Indian Creek agree as follows:

Section 1. Amendment Controls; Defined Terms. In the event of any conflict between this Amendment and the Settlement Agreement, it is agreed that this Amendment shall govern and control. This Amendment shall be construed as part of the Settlement Agreement. All defined terms in this Amendment shall have the same meaning as in the Settlement Agreement, except as otherwise noted.

Section 2. Amendment to Settlement Agreement. The parties hereby agree to amend Section 7 of the Settlement Agreement to reflect that Surfside has made and continues to make certain improvements to the public right-of-way of Surfside Boulevard in lieu of those improvements set forth for the Project in Section 7, and to modify the payment schedule for Indian Creek to pay and reimburse Surfside for the Project costs. The Parties acknowledge and agree that Surfside has or will make the following improvements to the public right of way of Surfside Boulevard: phased utility upgrades, drainage improvements, traffic calming devices and improvements, and beautification and landscaping along Surfside Boulevard. Indian Creek shall be responsible to pay and reimburse Surfside the total amount of $150,000 for the Project. The first payment in the amount of $100,000 shall be due and payable by Indian Creek to Surfside on or before December 31, 2012. The second and final payment in the amount of $50,000 shall be due and payable by Indian Creek to Surfside upon the completion by Surfside of fifty percent (50%) of the installation of underground utilities, specifically, electrical lines, along Surfside Boulevard and within thirty (30) days of a written request, provided that such written request contains reasonable evidence and documentation that the underground utility improvements along Surfside Boulevard have achieved fifty percent (50%) completion and that Surfside has already paid for such expense. All other costs of the Project shall be paid by Surfside.

Section 3. No Further Modifications. All other provisions of the Settlement Agreement, other than as specifically amended herein by this Amendment, shall remain in full force and effect and are hereby ratified.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Amendment upon the terms and conditions above stated as of the day and year first above written.

SURFSIDE:

TOWN OF SURFSIDE,
A Florida municipal corporation

_____
_____, Town Manager

ATTEST:

Date Executed: November ___, 2012

_____
Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
Town Attorney

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by _____, as Town Manager of Town of Surfside, a Florida municipal corporation, who is [ ] personally known to me, or who [ ] has produced a _____ driver's license as identification.

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

(seal)

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Amendment upon the terms and conditions above stated on the day and year first above written.

INDIAN CREEK:

INDIAN CREEK VILLAGE,
A Florida municipal corporation

_____
Bernard Klepach, Village Mayor

ATTEST:

Date Executed: November ___, 2012

_____
Village Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
Village Attorney

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of November, 2012, by Bernard Klepach, as Mayor of Indian Creek Village, a Florida municipal corporation, who is [ ] personally known to me, or who [ ] has produced a _____ driver's license as identification.

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

(seal)

RESOLUTION N0. __- _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA ("TOWN") APPROVING THE AMENDMENT TO THE SETTLEMENT AGREEMENT BETWEEN TOWN OF SURFSIDE AND INDIAN CREEK VILLAGE ("VILLAGE"), PROVIDING FOR AUTHORIZATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Surfside, Florida ("Town") and Indian Creek Village ("Village") executed a Settlement Agreement on July 11, 2001; and

WHEREAS, the Town and Village wish to bring closure to elements of the Settlement Agreement; and

WHEREAS, the Town Manager and Village Manager have addressed several issues involving both municipalities including payment procedures, drainage improvements and undergrounding of utilities on 91st Street (Surfside Boulevard); and

WHEREAS, to bring closure to this matter, it is in the best interest of the Town to approve the attached Amendment to Settlement Agreement Between Town of Surfside and Indian Creek Village. (Attachment "A")

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

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

Section 2. Approval of Amendment. The Amendment to Settlement Agreement Between Town of Surfside and Indian Creek Village, Attachment "A" is approved.

Section 3. Authorization of Town Officials. The Town Manager and/or his designee are authorized to take all actions necessary to implement the terms and conditions of the Amendment.

Section 5. Execution of Amendment. The Town Mayor is authorized to execute the Amendment on behalf of the Town and the Town Manager is authorized to execute any required agreements and/or documents to implement the terms and conditions of the Amendment and to execute any extensions and/or amendments to the Amendment.

Section 6. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED and **ADOPTED** on this day ____ day of _____, ____.

Motion by Commissioner _____, Second by Commissioner _____.

FINAL VOTE ON ADOPTION:
Commissioner Joseph Graubart ____
Commissioner Michelle Kligman ____
Commissioner Marta Olchyk ____
Vice Mayor Michael Karukin ____
Mayor Daniel Dietch ____

_____
Daniel Dietch, Mayor

Attest:

_____
Sandra Novoa, Town Clerk

Approved as to form and legal sufficiency
For the Town of Surfside only:

_____
Lynn M. Dannheisser
Town Attorney

AMENDMENT TO SETTLEMENT AGREEMENT BETWEEN TOWN OF SURFSIDE AND INDIAN CREEK VILLAGE

This Amendment to the Settlement Agreement is made and entered into as of this ___ day of December, 2012, by and between Town of Surfside, a Florida municipal corporation ("Surfside") and Indian Creek Village, a Florida municipal corporation ("Indian Creek").

WITNESSETH

WHEREAS, on July 11, 2001, Surfside and Indian Creek entered into that certain Settlement Agreement (hereinafter the "Settlement Agreement") settling certain claims between them in connection with litigation filed in the Circuit Court of the 11th Judicial Circuit in and for Miami-Dade County, Florida in Case No. 98-4509 CA (11) and Case No. 98-11209 (10); and

WHEREAS, Section 7 of the Settlement Agreement pertains to certain Project improvements to Surfside Boulevard, including drainage, beautification and safety improvements, and provides for a mechanism and schedule for payment of said improvements; and

WHEREAS, the parties wish to amend section 7 of the Settlement Agreement to reflect a change in the improvements constructed and to be constructed by Surfside and Indian Creek's payment schedule for said improvements;

NOW THEREFORE, in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration and the mutual covenants set forth in this Amendment, the receipt and adequacy of which are hereby acknowledged, Surfside and Indian Creek agree as follows:

Section 1. Amendment Controls; Defined Terms. In the event of any conflict between this Amendment and the Settlement Agreement, it is agreed that this Amendment shall govern and control. This Amendment shall be construed as part of the Settlement Agreement. All defined terms in this Amendment shall have the same meaning as in the Settlement Agreement, except as otherwise noted.

Section 2. **Amendment to Settlement Agreement.** The parties hereby agree to amend Section 7 of the Settlement Agreement to reflect that Surfside has made and continues to make certain improvements to the public right-of-way of Surfside Boulevard in lieu of those improvements set forth for the Project in Section 7, and to modify the payment schedule for Indian Creek to pay and reimburse Surfside for the Project costs. The Parties acknowledge and agree that Surfside has or will make the following improvements to the public right of way of Surfside Boulevard: phased utility upgrades, drainage improvements, traffic calming devices and improvements, and beautification and landscaping along Surfside Boulevard. Indian Creek shall be responsible to pay and reimburse Surfside the total amount of $150,000 for the Project. The first payment in the amount of $100,000 shall be due and payable by Indian Creek to Surfside on or before December 31, 2012. The second and final payment in the amount of $50,000 shall be due and payable by Indian Creek to Surfside upon the completion by Surfside of fifty percent (50%) of the installation of underground utilities, specifically, electrical lines, along Surfside Boulevard and within thirty (30) days of a written request, provided that such written request contains reasonable evidence and documentation that the underground utility improvements along Surfside Boulevard have achieved fifty percent (50%) completion and that Surfside has already paid for such expense. All other costs of the Project shall be paid by Surfside.

Section 3. **No Further Modifications.** All other provisions of the Settlement Agreement, other than as specifically amended herein by this Amendment, shall remain in full force and effect and are hereby ratified.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Amendment upon the terms and conditions above stated as of the day and year first above written.

SURFSIDE:

TOWN OF SURFSIDE,
A Florida municipal corporation

_____
Daniel Dietch, Mayor
Date Executed: December ___, 2012

ATTEST:

_____
Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
Town Attorney

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____ , 2012, by _____, as Mayor of the Town of Surfside, a Florida municipal corporation, who is [ ] personally known to me, or who [ ] has produced a _____ driver's license as identification.

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

(seal)

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Amendment upon the terms and conditions above stated on the day and year first above written.

INDIAN CREEK:

INDIAN CREEK VILLAGE,
A Florida municipal corporation

_____
Bernard Klepach, Village Mayor

ATTEST:

Date Executed: December ___, 2012

_____
Village Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
Village Attorney

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of December, 2012, by Bernard Klepach, as Mayor of Indian Creek Village, a Florida municipal corporation, who is [ ] personally known to me, or who [ ] has produced a _____ driver's license as identification.

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

(seal)

Town of Surfside
Commission Communication

Agenda Item # 5F

Agenda Date: January 15, 2013

Subject: Florida Department of Transportation (FDOT) Sidewalk Café Lease Agreement

Background: The FDOT mandates three actions from a community seeking to preserve and encourage outside dining as part of enhancing the overall resident/visitor experience on any FDOT owned street and sidewalk within that community: an Ordinance to legally set up the management of the sidewalk café permitting process, a Resolution from that community's governing body and a Lease Agreement. The Town of Surfside accomplished the first requirement when the Town Commission passed the Sidewalk Café Ordinance No. 12-1587 upon second reading at the May 8, 2012 meeting (Attachment A). The subsequent Resolution and Lease Agreement are outlined here as part of this Town Commission meeting agenda.

The sidewalks in the business district, and in fact all sidewalks on Harding and Collins Avenues through the entire length of the Town, actually come under the jurisdiction of FDOT. Therefore FDOT overseas the entire width of Harding Avenue right up to the walls of the buildings in the downtown district. As the Town is concerned about addressing accessible passage and safety requirements, so is FDOT. Through the Administration's ongoing efforts to engage and forge a cooperative working environment with FDOT, meetings were held with FDOT and Town Administration to discuss the way forward on the issue of sidewalk cafes and thus the adoption of Ordinance No. 12-1587 and now the Resolution and Lease Agreement are before Town Commission.

As sidewalk usage increases so does the need for guidelines and regulations to allow for a more comprehensive and effective process to provide the restaurants in the downtown business district with the ability to legally expand their operations, to include a sidewalk café component, while providing an effective means of ensuring accessible passage and to address safety requirements. Failing to comply with FDOT's requirements would mean that sidewalk cafes would not be permitted by the State on these State controlled rights-of-way. The existing ability to dine outside in Surfside would be at risk and could result in a detrimental and economically negative effect for the downtown business community and the Town as a whole.

The new Ordinance also addresses the following:

- Management of the placement and condition of sidewalk café furniture to ensure handicap and emergency accessibility as well as enhance the overall Business District aesthetic and experience.
- Prohibit the use of serving stations, including temporary storage of dirty dishes and trash receptacles, as well as the exhibit of food items.
- Provide for a comprehensive violation schedule and procedures for appeal.
- Manage the removal of items in case of emergency (hurricane) or continued violation.
- Formally address the encroachment of cafes in front of their adjacent properties.
- Allow for small menu boards to inform potential patrons.

Bay Harbor Islands, Miami Beach and Sunny Isles all have ordinances regulating sidewalk cafés and include fees associated with permitting the use of the sidewalks. The Surfside Ordinance fee schedule (Ordinance Appendix A) permits the use of the sidewalk via a fifteen dollar ($15) per square foot charge. This is less than the twenty dollar per square foot ($20) charge in Miami Beach which has an existing sidewalk café lease agreement with FDOT. Bay Harbor Islands and Sunny Isles utilize a per seat charge process that is more difficult to monitor and manage as part of their FDOT lease agreements.

Both the Downtown Vision Advisory Committee and the Planning and Zoning Board had an opportunity at their various meetings throughout the Town's process on this initiative to review the Ordinance. Both organizations support the Ordinance as adopted by the Town Commission. In addition, the Ordinance was reviewed at a meeting of impacted restaurant operators held on March 8, 2012 and all restaurants were provided the Ordinance at least three times prior to the adoption by Town Commission. The delay in having the Town Commission address a Resolution (Attachment B) and Lease Agreement (Attachment C) is due to the amount of time FDOT has taken to approve not only the accompanying Resolution and Lease Agreement but, in particular, the accompanying surveys (Attachment D) that they requested.

Analysis: The ratification of this five year lease agreement will allow the Town to provide a process to legally permit sidewalk cafes to existing and future restaurants while providing appropriate processes for application, approvals and monitoring of sidewalk café use as mandated by the FDOT. Once ratified, Town Staff will conduct courtesy/educational visits with each business through April 30, 2013 to review the Ordinance and application process. All impacted businesses will have until May 1, 2013 to file the relevant application. Individual surveys will be produced by the Town, per establishment application, to identify the placement of every item allowed within the applicable sidewalk boundaries in time for the October, 1, 2013 Certificate of Use/Local Business Tax Receipt renewal . Failure to submit an application by May 1, 2013 will put the continuation of the use of the sidewalk by that business at risk.

Budget Impact: While the initiation of this program will result in added revenues to the Town via Sidewalk Café permit fees, the charges are in direct relation to the anticipated administrative processing costs. An eighty dollar ($80) one-time initial application cost, two hundred and fifty dollar ($250) one-time charge for the Town to produce a rendering (survey) of the sidewalk use that will include the approved placement of tables and seating etc., and a fifteen dollar ($15) per square foot annual fee which will be required by October 1, 2013. Twenty percent (20%) of the per square foot annual permit fee will go to the FDOT as part of their lease agreement with the Town. This is the same percentage that FDOT requires from other jurisdictions to review and approve each individual permit and will compensate FDOT for their review. Thus, subsequent annual renewals will be part of the Certificate of Use process and will not incur any additional fees, other than the per square foot rent, if the sidewalk usage remains the same as in the original permit application.

Staff Impact: Existing staff will manage the application and permitting process as well as Ordinance compliance and the FDOT Lease Agreement. The Sidewalk Café Permit process will be blended into the annual Certificate of Use and Local Business Tax Receipt requirements to create a single, seamless application process for the business community for an October 1, 2013 compliance.

Recommendation: The Administration recommends that the Town Commission ratify this FDOT Sidewalk Café Lease Agreement to bring the Town in compliance with FDOT's regulations.

TEDACS Director
Duncan Tavares

Town Manager
Roger M. Carlton

ATTACHMENT A

ORDINANCE NO. 12- 1587

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 18 AND SPECIFICALLY DIVISION 3 "SIDEWALK BUSINESSES" AND SPECIFICALLY AMENDING SECTIONS 18-80, 18-81; AND CREATING SECTIONS 18-82, 18-83, 18-84, 18-85, 18-86, 18-87, 18-88, 18-89, 18-90, 18-91, 18-92, AND 18-93 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

WHEREAS, the Town of Surfside ("Town") proposes to amend its Code of Ordinances to establish guidelines and regulations for sidewalk businesses.

WHEREAS, The Town Commission held its first public reading on February 14, 2012 and recommended approval of the proposed amendments to the Code of Ordinances having complied with the notice requirements by the Florida Statutes; and

WHEREAS, the Planning and Zoning Board, as the local planning agency for the Town, held its hearing on the proposed amendments to the sidewalk business regulations on February 23, 2012 with due public notice and input; and

WHEREAS, The Town Commission has conducted a second duly noticed public hearing on these regulations as required by law on May 8, 2012 and further finds the proposed change to the Code necessary and in the best interest of the community.

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

Section 1. Recitals. The foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

Section 2. Code Amendment. The code of the Town of Surfside, Florida is hereby amended as follows:

DIVISION 3. SIDEWALK BUSINESSES

Sec. 18-80. ~~Open air cafes.~~Definitions.

~~As an exception to sections 18-26, 54-62, 54-63 and 54-64 of this Code, a restaurant holding a valid local business tax receipt may serve customers at tables placed on the sidewalks adjacent to the restaurant. The tables may not unnecessarily impede traffic, including pedestrian traffic, or they shall be considered a nuisance and shall be removed. These tables shall be referred to as open air cafes in conjunction with a restaurant or food establishment and shall be considered an accessory use in this district.~~

Town manager means the town manager or the town manager's designee.

Code compliance officer means the code compliance officers, fire inspectors, or any other authorized agent or employee of the Town whose duty it is to assure code compliance.

Menu holder means a board allowing for the posting of a restaurant's complete menu and fabricated in such a manner so as not to constitute a form of general advertising or establishment identification. The location, size, design, materials and color of the menu board shall be approved by the town manager and shown on the sidewalk cafe site plan (as hereinafter defined). Menu boards shall be no larger than one and one half (1 ½) square feet and in conformance with requirements set forth in Article IV Signs of the Code. The menu board shall not be a sandwich or "A" frame sign (as defined herein) provided that for limited special events, the Town may utilize a temporary menu holder.

Permittee means the recipient of a sidewalk cafe permit under the terms and provisions of this division.

Restaurant for purposes of this division only, means a duly licensed food service establishment that is maintained and operated as a place where food and/or beverages are prepared and/or served and sold for consumption within the premises, or a business establishment which has, as an ancillary or secondary use, a part thereof where food and/or beverages are prepared and/or served and sold for consumption within the premises. Sidewalk cafe permits shall be issued to a restaurant whose local business tax receipt or certificate of use licensed for take-out only for certain items ~~and~~. Such restaurant may have a bench, or similar furniture, only subject to application approval.

Right-of-way means land in which the state, the state department of transportation, the county or

the town owns the fee or has an easement devoted to or required for use as a transportation facility or street.

Sandwich or "A" frame sign means a freestanding, A-frame structure located on a sidewalk or street which may be placed in position or is collapsible and which contains a sign (as defined in section 90-68).

Sidewalk means that portion of the right-of-way which is located between the curb line or the lateral line of a street and the adjacent property line and which is intended for use by pedestrians.

Sidewalk cafe means a use located on the sidewalk portion of the right-of-way which is associated with a restaurant and is primarily characterized by tables and chairs; may be shaded by awnings, canopies or umbrellas; and may include such other sidewalk cafe furniture (as hereinafter defined) as permitted and/or approved pursuant to this division.

Sidewalk cafe furniture means those nonpermanent items, furnishings and equipment associated with the operation of a sidewalk cafe and approved pursuant to this division including, without limitation, tables, chairs, umbrellas, planters, heaters, fans and menus and/or specials boards.

Sidewalk café signage means a sign located on an umbrella that is used as shelter for sidewalk tables.

Sidewalk cafe site map means a town-approved map detailing the location of the pedestrian pathway as it relates to a sidewalk cafe.

Sign shall have the same meaning as provided for in section 90-68.

Specials board means a board allowing for the posting of a restaurant's daily specials and fabricated in such a manner so as to not constitute a form of advertising or establishment identification. The location, size, design, materials and color of the specials board shall be approved by the town manager and shall be shown on the sidewalk cafe site plan. specials boards shall be no larger than one and one half (1 ½) square feet; and in conformance with requirements set forth in Article IV Signs of the Code. The menu board shall not be a sandwich or "A" frame sign (as defined herein).

Street means that portion of a right-of-way improved, designed or ordinarily used for vehicular traffic and/or parking.

Sec. 18-81. ~~Conditions and restrictions.~~Declaration of necessity and intent.

~~(a) A site plan, drawn to scale, which shall have been approved by building and planning department staff, shall be submitted and approved by the town manager and his/her designee, as appropriate. Such plan shall include the floor plan of the existing restaurant, including tables, chairs and restrooms, and the proposed open-air cafe. The plan shall also show the existing parking, any proposed landscaping, location of refuse containers, proposed lighting, layout of all tables, chairs, benches, and other furniture, and pedestrian ingress and egress. An open-air cafe~~

~~located on sidewalks must remain at the elevation of the existing sidewalk. All provisions of the South Florida Building Code with respect to handicapped accessibility and restroom fixtures shall apply.~~

~~(b) The operation of such open air cafe shall not be conducted in such a way as to become a public nuisance and that the operation of such business shall not interfere with the circulation of pedestrian or vehicular traffic on the adjoining streets, alleys or sidewalks. A minimum space of 44 inches shall be allowed for pedestrian circulation.~~

~~(c) The service of patrons of the open air cafe shall be at tables only and no counter service, self service or pass through window shall be permitted.~~

~~(d) The open air cafe shall not occupy an area of more than 30 percent of the total area of the primary restaurant operation in the B-1 district.~~

~~(e) The open air cafe shall be unenclosed and shall be open except that it may be covered with a canvas cover or structural canopy of a building's arcade, loggia or overhang as may be permitted by the Code. In the event such covering or canopy is utilized, the permitting requirements of Section 301.1, South Florida Building Code, shall apply.~~

~~(f) All kitchen equipment used to service the open air cafe shall be located within the kitchen of the primary restaurant.~~

~~(g) The open air cafe shall be kept in a neat and orderly appearance and shall be kept free from refuse and debris. After the close of business, all tables and chairs shall be removed from the premises unless they are properly secured.~~

~~(h) No additional signage shall be permitted in the open air cafe area.~~

~~(i) No outdoor speaker, stereo system, live bands, or outdoor entertainment shall be allowed except on occasion when a special permit for an event is issued by the town.~~

~~(j) In reviewing any site plan open air cafe, the department may prescribe appropriate conditions and safeguards in conformity with the provisions of the Code. Violations of such conditions and safeguards, when made a part of the terms under which the open air cafe is approved, shall be deemed grounds for revocation of the accessory use and punishable as a violation of the Town Code~~

~~(k) Seating and tables employed for an open air cafe shall comply with accessibility standards of F.S. §§ 553.501 through 553.513.~~

It is hereby found and declared that:

(1) There exists the need for outdoor eating establishments (sidewalk cafes) in certain areas of the town to provide a unique environment for relaxation and food and/or beverage consumption.

(2) The existence of sidewalk cafes encourages additional pedestrian traffic to these areas.

(3) The presence of sidewalk cafes may however impede the free and safe flow of pedestrian traffic and thus there is a need for regulations and standards for the existence and operation of sidewalk cafes to facilitate and ensure a safe environment in these areas.

(4) The establishment of permit conditions and safety standards for sidewalk cafes is necessary to protect and promote the general health, safety and

welfare of the residents of the town and is granted only to the extent the Town enjoys a possessory interest in the sidewalks pursuant to a lease agreement for that purpose by and between the Town and the State of Florida Department of Transportation.

Sec. 18-82. Removal and storage fees; disposition of property.

If, pursuant to this Section 18, the town removes, relocates, and/or stores any sidewalk cafe furniture, the permittee shall be responsible for the reasonable expenses incurred by the town for the removal, relocation, and/or storage of all such sidewalk cafe furniture. The town manager shall promulgate and review, as needed, regulations regarding the storage and disposition of sidewalk cafe furniture under this division. The town and its officers and employees after due notice for non-compliance hall not be responsible for any damage to or loss of any sidewalk cafe furniture, removed, relocated and/or stored pursuant to this division.

Sec. 18-83. Appeals from the decision of the town manager.
Appeals from decisions of the town manager made pursuant to this division shall be to the special master in accordance with the procedures set forth in sections 15-12 and 15-13 hereof. Appeals from the decisions of the special master shall be to a court of competent jurisdiction by petition for writ of certiorari.

Sec. 18-84. Notice of Violation.

1. Code compliance officers shall issue 24-hour warning notices for all non-life safety violations of this division.

2. No warning notices shall be required prior to the issuance of life safety violations and/or sidewalk cafe site plan violations, and such violations shall be corrected immediately. Life safety violations are defined as those conditions which, in the reasonable determination and judgment of the town manager, involve serious danger and/or risk to the public health, safety or welfare (including, without limitation, blocking pedestrian pathways and violations of the state handicapped accessibility code for building construction). Site plan violations are defined to include those instances where the permittee is operating outside of the permitted sidewalk cafe area (as approved herein) and shall include a table or tables set up outside the approved boundaries of the sidewalk cafe site plan, and/or umbrellas, heaters, fans and other sidewalk cafe furniture found to be outside the approved site plan; but shall not be deemed to include instances where a chair or chairs are moved outside the approved boundaries of site plan by a sidewalk cafe patron(s).

3. If a code compliance officer finds a violation of this division, such code compliance officer shall issue a notice of violation to the violator, as follows:
    a. For non-life-safety violations of this division (where a 24-hour notice has been previously issued within the preceding 60 days for the same violation), a violation will be issued.
    b. For life safety violations of this division and for site plan violations, no 24-hour

warning notice is required, and a violation may be issued at any time.

Sec. 18-85. Civil fines and penalties; denial of future permits to repeat violators.

1. The following civil fines and penalties shall be imposed for violations of this division:
   a. First violation $100.00
   b. Second violation within the preceding 12 months $250.00
   c. Third violation within the preceding 12 months $500.00
   d. Fourth within the preceding 12 months $750.00
   e. Fifth violation within the preceding 12 months, suspension of the sidewalk cafe permit for one weekend (Saturday and Sunday) and $1,000.00
   f. Sixth violation within the preceding 12 months, revocation of the sidewalk cafe permit for the remaining portion of the permit year and $1,000.00
   g. Failure to apply for permit—termination of sidewalk cafe operations.
   h. Failure to renew permit—suspension of sidewalk cafe operations.

2. A permittee who has been issued more than six violations pursuant to this division within a permit year shall be prohibited from applying for and obtaining a sidewalk cafe permit for a period of two permit years, following the permit year in which the applicant/permittee incurred the aforestated violations.

Sec. 18-86. Rights; payment of fine; right to appeal; failure to pay civil fine or to appeal.

1. A violator who has been served with a notice of violation shall elect either to:
   a. Pay the civil fine in the manner indicated on the notice; or
   b. Request an administrative hearing before a special master, to appeal the decision of the code compliance officer which resulted in the issuance of the notice of violation. Warnings may not be appealed.

2. The procedures for appeal shall be as set forth in sections 15-12 and 15-13 hereof.

3. Failure of the named violator to appeal the decision of the code compliance officer within twenty (20) days after the date printed on the notice of violation shall constitute a waiver of the violator's right to administrative hearing. A waiver of the right to administrative hearing shall be treated as an admission of the violation, and penalties shall be assessed accordingly.

4. Any party aggrieved by the decision of a special master may appeal that decision to the circuit court pursuant to section 15-15.

Sec. 18-87. Recovery of unpaid fines; unpaid fines to constitute a lien; foreclosure.

1. The town may institute proceedings in a court of competent jurisdiction to compel payment of civil fines pursuant to section 15-14.

2. A certified copy of an order imposing a civil fine may be recorded in the public records

and thereafter shall constitute a lien upon any other real or personal property owned by the violator, and it may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the personal property, but shall not be deemed to be a court judgment except for enforcement purposes. After two months from the filing of any such lien which remains unpaid, the town may foreclose or otherwise execute on the lien.

Sec. 18-88. Permitted areas; conditional permit; town manager's right to remove sidewalk cafes.

1. Sidewalk cafes shall only be located where permitted by the town's zoning ordinance and land development regulations, as same may be amended from time to time.

2. The approval and issuance of a sidewalk cafe permit is conditional at all times and shall serve as an exception to sections 18-26, 54-62, 54-63, and 54-64.

3. It shall be unlawful for any person to operate a sidewalk cafe without a valid permit as required by this division. No permit shall issue without a Landlord's prior written approval

4. The town manager shall have the right to immediately remove, after 24-hours written and/or verbal notice to the permittee, any sidewalk cafe furniture used in connection with a sidewalk cafe which is operating without a valid permit.

5. The town manager may cause the immediate removal, relocation, and/or storage of all or part of a sidewalk cafe in emergency situations or for public safety considerations.

6. The town manager may require the temporary removal and/or relocation of all or part of a sidewalk cafe when street, sidewalk, or utility repairs, or other public construction, necessitates such action. If such temporary removal exceeds 15 days, the town manager shall pro-rate the remaining permit fee for each additional day the sidewalk cafe (or portion thereof) is removed and apply a credit toward the following year's permit fee or, upon written request by the permittee, refund the remaining fee to the permittee.

7. Upon written and/or verbal notification by the town manager of a hurricane or other major weather event, or the issuance of a hurricane warning by Miami-Dade County, whichever occurs first, the permittee shall, within no more than four hours of same, remove and place indoors all tables, chairs and any other sidewalk cafe furniture located on the right-of-way. The notification by the town manager of a hurricane or other major weather event, or the issuance of a hurricane warning, shall constitute a public emergency situation as referenced in this division. The town manager may remove, relocate, and/or store any sidewalk cafe furniture found on the right-of-way that has otherwise not been removed by the permittee pursuant to this subsection. Any and all costs incurred by the town for removal, relocation and/or storage of sidewalk cafe furniture shall be the responsibility of the permittee. Sidewalk cafes will not re-open for business following a

hurricane or other major weather event until notified by the town manager. Violation of this subsection (g) shall result in the issuance of an immediate $1,000.00 fine, and/or suspension, for up to 30 days, of the sidewalk cafe permit.

Sec. 18-89. Application.

1. A sidewalk cafe permit shall be effective for one year, from October 1 until September 30 of the following year. During the first year of implementation of this ordinance and/or permit application, the permit fee shall be pro-rated.
2. Application for a permit to operate a sidewalk cafe shall include, but not be limited to, the following information:
    a. The name, address and telephone number of the applicant/permittee.
    b. The name and address of the business establishment seeking a permit to operate the sidewalk cafe (including the name and address of the restaurant).
    c. A copy of a valid town local business tax receipt to operate the restaurant in front of which the proposed sidewalk cafe will be operating. The total count of chairs to be utilized for the restaurant must include the number of chairs used in conjunction with the sidewalk cafe and the number of chairs inside the restaurant, as authorized by the license.
    d. A copy of a valid certificate of use for the restaurant in front of which the proposed sidewalk cafe will be operating.
    e. Copies of current certificates of insurance in the amounts and categories required by section 18-93.
    f. At the time of the first request for approval, a site plan drafted by the Town Building Official or designee and paid for by the Applicant must be submitted and it shall accurately depict the layout and dimensions of the existing sidewalk area and adjacent private property; proposed location, size and number of tables, chairs, umbrellas, and any other sidewalk cafe furniture; and location of doorways, steps, trees and/or landscaped areas, fountains, parking meters, fire hydrants, bus shelters, directory/kiosks, public benches, trash receptacles, and any other existing public fixtures, furnishings and/or other obstruction(s), within the proposed sidewalk cafe area. The sidewalk cafe site plan must be approved by the town manager prior to the issuance of a sidewalk cafe permit and the permit shall be specifically limited to the subject area shown on the approved site plan. This requirement shall be waived each year thereafter provided there are no modifications to the originally approved site plan. Any changes will require the filing of a new site plan and associated fee.
    g. Photographs, drawings or manufacturer's brochures fully describing the appearance and dimensions of all proposed tables, chairs, umbrellas, and any other sidewalk cafe furniture related to the operation of the sidewalk cafe. Tables, chairs, umbrellas, and any and all other sidewalk cafe furniture shall be approved by the town manager prior to the issuance of a sidewalk cafe permit.
    h. A copy of the approved sidewalk cafe site plan, shall be maintained on the permittee's premises and shall be available for inspection by town personnel at all times.
    i. The annual leasing permit and initial fees are set forth in Appendix A.
    j. Applications shall be reviewed for compliance with applicable local, state and

federal laws, and must be reviewed and approved by the town's public works department; fire department; office of risk management; finance department; planning and zoning department; and building department.

k. Prior to issuance of a sidewalk cafe permit, the town's Finance Director shall certify that there are no outstanding fines, monies, fees, taxes or other charges owed to the town by the applicant/permittee and/or the business establishment/restaurant. A sidewalk cafe permit will not be issued until all outstanding debts to the Town are paid in full.

l. A sidewalk cafe permit may not be transferred and/or otherwise assigned. A new owner and/or operator of a restaurant and/or business establishment with a sidewalk cafe permit will be required to apply for and obtain a new permit.

m. The permit covers only the public right-of-way. Tables and chairs on private property will be governed by other applicable regulations. No outdoor seating authorized pursuant to this division shall be used for calculating seating requirements pertaining to location of, applications for, or issuance of, a liquor license; nor shall the outdoor seating be used as the basis for computing required seating for restaurants, or as grounds for claiming exemption from such requirements under the provisions of any applicable town, county, and/or state law.

n. Sidewalk cafes shall comply with all applicable accessibility codes including, without limitation, the Americans with Disabilities Act (ADA), and state code provisions addressing accessibility for building construction, as same may be amended from time to time. Any café that would violate the terms of the lease agreement between the Town and Florida Department of Transportation shall be deemed in violation of this ordinance.

3. Renewals. As provided in subsection 82-371(b), a permittee who has been issued more than six violations pursuant to this division within a permit year, shall be prohibited from applying for and obtaining a sidewalk cafe permit for the following two consecutive permit years. Renewals shall be applied for and accompanied by the business tax receipt and certificates of use applications.

Sec. 18-90. Permit fee; penalties for late payments; review of fee.

1. The annual permitting fee for operation of a sidewalk cafe shall be as set forth in Appendix A, and shall be based on a per square foot calculation of permitted sidewalk area (including the area between the tables and chairs).
2. The town manager, in his reasonable discretion and judgment, may suspend or prorate the annual permitting fee in cases of public construction or public emergency situations.
3. The permitting fee shall be paid on or before October 1, and shall cover the time period from October 1 through September 30 of the following calendar year (license year). If the fee exceeds $2,000.00, the fee may be paid in two semiannual installments, with the first installment due on October 1, and the second due on April 1. No permit shall be issued for any portion of a year, but any person/entity operating a sidewalk cafe for a period beginning after the commencement date of the full permit year (October 1) may obtain a permit for the remaining portion of that permit year upon payment of a pro-rated portion of the permit fee calculated from the first day of the month of issuance of the permit to

the end of the permit year. Except as expressly provided in this division, no refund of the permitfee shall be granted.

4. Late payments for fees shall accrue at the rate of ten percent per annum for the first 30 days. If the permit fee is not paid within 60 days after it is due, the permit shall terminate automatically. Any continued operation of a sidewalk cafe after termination of a permit shall be construed as operating a sidewalk cafe without a valid license, and the town manager shall have the right to remove, upon 24 hours' written and/or verbal notice to the permittee, any and all sidewalk cafe furniture used in connection with the sidewalk cafe.

Sec. 18-91. Permitted sidewalk café frontage; requests for expansions.

1. Sidewalk cafes are restricted to the sidewalk frontage of the restaurant to which the permit is issued or, if the restaurant is an ancillary and/or secondary use to another type of business establishment, the sidewalk cafe shall be restricted to the sidewalk frontage of the building (or portion thereof) of the "primary" business establishment (within which the restaurant is located).

2. An applicant for a sidewalk cafe permit may be permitted, upon prior written request by the permittee to the town manager, to extend by a maximum total of 50 feet in the right-of-way on one side and/or the other side of the restaurant to which the permit is issued (of the business establishment where the restaurant is located); the permittee shall make written application to the town manager setting forth the reason(s) for the proposed expansion and provide a site plan showing the proposed expansion. All requests for expansions pursuant to this subsection (b) shall be reviewed by the town manager on a case by case basis. In reviewing such requests, the town manager, in making his determination to approve or deny, shall consider the following:

    a. Pedestrian access.

    b. Visibility of the front of the adjacent owner's business.

    c. Obstructions.

    d. Accessibility to the adjacent owner's business by patrons.

    e. The town manager, shall solicit input from businesses and property owners on the same block including, without limitation, the immediately adjacent (i.e., next door) business and property owners.

    f. The property owner of record for the applying shall provide written notice via certified mail to the adjacent business establishment (tenant) and property owner of record on to whose frontage the sidewalk cafe proposes to expand. The notification shall include the following information: the name and address of the permittee/business establishment requesting the expansion; the approximate location and size of the area requested; and the name and address of the town

official and/or employee to forward comments to, and the time period within which to forward said comments (which time period shall be no less than fourteen (14) days). Said notice shall be sent, as to the adjacent business establishment (tenant), to the name and address on file with the town for the establishment's local business tax receipt and, for the property owner, to the name and address identified in the records of the Miami-Dade County Property Tax Appraiser's Officer. Any objections not submitted and received by the town within the date provided in the notice shall be deemed waived.

g. The town manager may also consider any history of violations and/or warnings.

3. In the event of approval by the town manager to expand a sidewalk cafe pursuant to this subsection (b), the additional square footage will be computed into the new permit fee.
4. Notwithstanding the town manager's approval of a sidewalk cafe expansion pursuant to this subsection (b), in the event that the adjacent business establishment and/or property owner (on to which a sidewalk cafe has expanded) subsequently elects to apply for a sidewalk cafe permit to operate a cafe in front of its premises, that new applicant/permittee shall provide the town manager with notice of such intent stating the applicant's name; the property address; the name of the business establishment and/or the restaurant (of which the cafe is a part of); and the anticipated opening date. The town will provide the business establishment (tenant) and property owner which is currently expanding into the proposed new applicant/permittee's frontage with a courtesy copy of the notice. Following receipt of said written notice by the town, and provided that the new applicant/permittee obtains a sidewalk cafe permit, as well as any other required permits and/or licenses for operation of the business establishment and/or restaurant associated with the proposed new sidewalk cafe, then the town manager's prior consent for expansion shall terminate, and the town shall provide written notice to the adjacent sidewalk cafe permittee advising it of such termination, and providing a termination date therefore. The town's notice shall provide the adjacent property owner with at least seven calendar days' notice prior to the effective date of termination of the expansion. Upon the termination date of the town's consent to expansion, the sidewalk cafe permit and the permit fee will be adjusted accordingly.

Sec. 18-92. Minimum standards, criteria, and conditions for operation of sidewalk cafes.

1. The permittee shall take any and all actions to assure that its use of the public right-of-way in no way interferes with patrons of other sidewalk cafes, or limits their free, unobstructed passage thereto, or the use of the public right-of way (including sidewalks) by the general public.

2. Sidewalk cafes shall be located in such a manner that a distance of not less than five feet is maintained at all times as a clear and unobstructed five-foot pedestrian path around public amenities and areas such as, by way of example, fountains, landscaped areas (excluding town planters), and seating/shade structures. Notwithstanding the preceding, the town manager, in his reasonable judgment and discretion, and on a case-by-case basis, may approve and allow for a pedestrian path of less than five feet where an applicant/permittee's sidewalk cafe operation would be significantly impacted. In

considering such cases, and in determining whether an applicant/permittee is "significantly impacted," the town manager may apply the criteria set forth in subsections 82-384 (c)(1)—(4). A five-foot pedestrian path shall also be required and established where the town manager, in his reasonable judgment and discretion, determines that the operation of a sidewalk cafe inhibits pedestrian access to an adjacent business establishment or adversely affects the visibility of an adjacent storefront.

3. No tables, chairs, umbrellas, or other sidewalk cafe furniture shall be permitted within ten feet of a bus bench and/or bus shelter. A distance of five feet shall be maintained from taxi stands, fire hydrants, bike racks, directory signage/kiosks, and/or other similar public street furniture and/or fixtures.

4. No tables, chairs, umbrellas or other sidewalk cafe furniture shall be permitted within five feet of an alley, pedestrian crosswalk, or corner curb cut.

5. No object shall be permitted around the perimeter of an area occupied by tables and chairs which would have the effect of forming a physical or visual barrier discouraging the free use of the tables and chairs by the public, or which would have the effect of obstructing the pedestrian path or public access.

6. The area covered by a sidewalk cafe permit, and the sidewalk and street immediately adjacent to it, shall be maintained in a clean, neat and orderly appearance at all times by the permittee. The area of the sidewalk, curb and gutter immediately adjacent to the sidewalk cafe shall be cleared of all debris during hours of operation, and again at the close of each business day, or as may otherwise be determined by the town manager. The permittee shall be responsible for pressure cleaning the floor surface on which the sidewalk cafe is located at the close of each business day. The town shall pressure wash the right-of-way from time to time in accordance with such schedule as shall be established in the reasonable judgment and discretion of the town manager. In establishing said schedule, the town manager shall use reasonable efforts to assure that the town's pressure cleaning of the public right-of-way occurs at such times as will cause the least disruption to sidewalk cafe operations.

7. Tables, chairs, umbrellas and any other sidewalk cafe furniture shall be maintained in a clean, attractive, and orderly appearance, and shall be maintained and kept in good repair at all times.

8. All sidewalk cafe furniture shall be of high quality, design, materials, and workmanship and shall be maintained in such condition so as to ensure the safety and convenience of the public.

9. Only the sidewalk cafe furniture specifically shown on the approved sidewalk cafe site plan shall be allowed in the permit area.

10. All tables, chairs, umbrellas, and any other sidewalk cafe furniture shall be readily removable, and shall not be physically attached, chained, or in any other manner affixed

to any public structure, street furniture, signage, and/or other public fixture, or to a curb and/or public right-of-way.

11. The stacking or piling up of chairs shall be prohibited on the right-of-way. Any and all other sidewalk cafe furniture may only be maintained in the permit area during hours of operation provided however, that planters that cannot be readily removed may remain within the permit area subject to the provisions hereof. Notwithstanding anything contained in this subsection, the town manager may require a permittee to store its tables, chairs and/or umbrellas off of the right-of-way if, in his reasonable judgment and discretion, the town manager determines that the sidewalk cafe permit area and immediately adjacent public right-of-way are not being adequately maintained in accordance with this division.

12. No storage of dishes, silverware or other similar sidewalk cafe equipment shall be allowed in the permit area, or in any other portion of the public right-of-way, or outside the structural confines of the building in which the restaurant is located.

13. There shall be no live entertainment or speakers placed in the permit area unless expressly permitted as a special event. Conditions such as hours and days of operation and audio levels will be regulated by the town's special events office, and these may vary during the year.

14. With the prior written approval of the Town Manager or his designee, one menu board and one specials board shall be permitted, per sidewalk cafe, for every 50 feet of frontage.

15. No food preparation, food storage, refrigeration apparatus or equipment, or fire apparatus or equipment, shall be allowed on the right-of-way. The use of garbage receptacles is also prohibited.

16. No food displays shall be permitted on the public right-of-way. No advertising signs or business identification signs shall be permitted on the public right-of-way except that the restaurant name and/or its logo may be permitted on umbrellas but such logos and/or lettering may not exceed six inches in height.

17. Umbrellas shall be fire-retardant, pressure-treated or manufactured of fire-resistant material. No portion of an umbrella shall be less than six feet eight inches above the right-of-way. Two or more umbrellas may not be clipped, zipped or otherwise fastened together in order to form a tent like structure. Clear plastics or other materials may not be fastened, rolled or otherwise be attached to umbrella edges in order to create an enclosure. No additional signage shall be permitted on the umbrellas.

18. Permittees may make written request to the town manager to use town electricity for powering floor fans during the summer months. Summer months are defined as the period beginning on May 1, and ending on September 30. The town manager will make electrical outlets operable upon payment of a flat fee, which fee shall be determined, and

may be adjusted from time to time, in the reasonable judgment and discretion of the town manager, for each of the calendar days during the summer months. Town electrical outlets will be restricted to powering floor fans only. Using the electrical outlets for powering lights, menu board lighting, and any other electrical device is strictly prohibited. Any outside lighting must comply with existing building codes and is subject to approval. Permittees violating this restriction will have the electrical boxes deactivated and forfeit any monies paid for electrical use. Fans must be UL approved for outdoor use and fan blades must be fully encased for the safety of patrons and passersby. Extension cords are not allowed.

19. No permit shall be granted in an area designated in the sidewalk cafe site map as restricted for special and cultural events; provided however, that the town manager may approve temporary use of such area(s), on a case by case basis, and only for a defined, limited time.

Sec. 18-93. Indemnification and insurance.

1. The permittee agrees to indemnify, defend, save and hold harmless the town, its officers and employees from any and all claims, liability, lawsuits, damages and causes of action which may arise out of the permit or the permittee's activity on the public right-of-way.

2. The permittee agrees to meet and maintain for the entire permit period, at its own expense, the following requirements:

    a. Commercial general liability insurance in the amount of $1,000,000.00 per occurrence for bodily injury and property damage. The town must be named as an additional insured on this policy, and an endorsement must be issued as part of the policy reflecting compliance with this requirement.
    b. For sidewalk cafes which serve alcoholic beverages, liquor liability insurance in the amount of $1,000,000.00 per occurrence for bodily injury and property damage. The town must be named as an additional insured on this policy, and an endorsement must be issued as part of the policy reflecting compliance with this requirement.
    c. Workers' compensation and employers' liability as required by the state.

3. All policies must be issued by companies authorized to do business in the state and rated B+:VI or better per Best's Key Rating Guide, latest edition.
4. The town must receive 30 days' written notice prior to any cancellation, non-renewal or material change in the coverage provided.

5. The permittee must provide and have approved by the town an original certificate of insurance as evidence that the requirements set forth in this section have been met prior to commencing operations.

6. Failure to comply with these requirements shall be deemed to be operating without a

valid permit and shall cause an immediate suspension or revocation of the permit.

Section 3. Severability. If any section, subsection, clause or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

Section 4. Conflict. All sections or parts of sections of the Town of Surfside Code of Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.

Section 5. Inclusion in the Code of Ordinances. It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word "ordinance" may be changed to "Section" or other appropriate word.

Section 6. Effective Date. This Ordinance shall be effective ten (10) days after adoption on second reading.

PASSED and ADOPTED on first reading this 14th day of February, 2012.

PASSED and ADOPTED on second reading this 8th day of May, 2012.

Daniel Dietch, Mayor

Attest:

Ordinance No. 12-1587

Attest:

Sandra Novoa, CMC, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Lynn M. Dannheisser, Town Attorney

On First Reading Moved by: Comm. Kopelman

On Second Reading Seconded by: Lisbon

VOTE ON ADOPTION:

Commissioner Michelle Kligman	yes ✓	no ____
Commissioner Sheldon Lisbon	yes ✓	no ____
Commissioner Marty Olchyk	yes Absent	no Absent
Vice Mayor Michael Karukin	yes ✓	no ____
Mayor Daniel Dietch	yes ✓	no ____

Ordinance No. 12-1587

APPENDIX A

Fee Schedule

Initial Sidewalk Café Permit Application (Subsequent annual renewals are part of the Certificate of Use process)	$80 onetime charge
Initial Town Issued Sidewalk Café Site Plan (Not required as part of an annual renewal if unchanged)	$250 per plan
Annual Sidewalk Café Permit For Use Of Public Space (Percentage due Florida Department of Transportation per annual agreement)	$15 per square foot

RESOLUTION NO. 13-___

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA REQUESTING THAT THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) GRANT THE TOWN A PUBLIC PURPOSE LEASE ON A1A/HARDING AVENUE FROM 93RD STREET TO 96TH STREET, WHERE THE TOWN PROPOSES TO ISSUE PERMITS FOR SIDEWALK CAFES; AUTHORIZING TOWN OFFICIALS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE TERMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the "Town") is a waterfront community located in Miami-Dade County; and

WHEREAS, one of the Town's main thoroughfare is Harding Avenue and the Town believes a designated sidewalk café zone will enhance aesthetics and encourage pedestrian activity along a major corridor in the Town; and

WHEREAS, the Florida Department of Transportation ("FDOT") requires the Town and FDOT to enter into a Public Purpose Lease and addendums as described below in order for the Town to issue sidewalk café permits within the FDOT right of way; and

WHEREAS, it is in the best interests of the Town to permit sidewalk cafés so that the public may enjoy Surfside's natural beauty, and to encourage increased pedestrian activity within the downtown business district and to provide to the public the convenience of dining outdoors while using the business areas of the Town.

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

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Attached Lease Agreement and Addendums. The Town Commission approves the Town entering into a lease agreement with FDOT as detailed in the

attached State of Florida Lease Agreement (Exhibit "A"), State of Florida Addendum to Lease Agreement (Exhibit "B"), and Town of Surfside Second Addendum to Lease Agreement (Exhibit "C").

Section 3. Authorization of Town Officials. The Town Manager and Town Attorney are hereby authorized to take all steps necessary to complete the execution of the terms of this Resolution.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

Motion by _____, Second by Commissioner _____.

PASSED AND ADOPTED this _____ day of _____, 2013

FINAL VOTE ON ADOPTION

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

_____
Daniel Dietch, Mayor

ATTEST:

_____
Sandra Novoa, 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

LEASE AGREEMENT

ITEM/SEGMENT NO.: 2495611
MANAGING DISTRICT: Six
F.A.P. NO.: N/A
STATE ROAD NO.: A1A
COUNTY: Miami-Dade
PARCEL NO.: 4228

THIS **AGREEMENT,** made this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, (hereinafter called the Lessor), and TOWN OF SURFSIDE at 9293 Harding Avenue, Surfside, Florida 33154 (hereinafter called the Lessee).

WITNESSETH:

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Property and Term. Lessor does hereby lease unto Lessee the property described in Exhibit "A", attached and made a part hereof, for a term of _____ beginning _____ and ending _____. This Lease may be renewed for an additional _____ term at Lessee's option, subject to the rent adjustment as provided in Paragraph 3 below. Lessee shall provide Lessor 120 days advanced written notice of its exercise of the renewal option.

If Lessee holds over and remains in possession of the property after the expiration of the term specified in this Lease, or any renewals of such term, Lessee's tenancy shall be considered a tenancy at sufferance, subject to the same terms and conditions as herein contained in this Lease.

This Lease is subject to all utilities in place and to the maintenance thereof as well as any other covenants, easements, or restrictions of record.

This Lease shall be construed as a lease of only the interest, if any, of Lessor, and no warranty of title shall be deemed to be given herewith.

2. Use. The leased property shall be used solely for the purpose of use of sidewalk for sidewalk cafe. If the property is used for any other purpose, Lessor shall have the option of immediately terminating this Lease. Lessee shall not permit any use of the property in any manner that would obstruct or interfere with any transportation facilities.

Lessee will further use and occupy the leased property in a careful and proper manner, and not commit any waste thereon. Lessee will not cause, or allow to be caused, any nuisance or objectionable activity of any nature on the property. Lessee will not use or occupy said property for any unlawful purpose and will, at Lessee's sole cost and expense, conform to and obey any present or future ordinances and/or rules, regulations, requirements, and orders of governmental authorities or agencies respecting the use and occupation of the leased property.

Any activities in any way involving hazardous materials or substances of any kind whatsoever, either as those terms may be defined under any state or federal laws or regulations, or as those terms are understood in common usage, are specifically prohibited. The use of petroleum products, pollutants, and other hazardous materials on the leased property is prohibited. Lessee shall be held responsible for the performance of and payment for any environmental remediation that may be necessary, as determined by the Lessor, within the leased property. If any contamination either spread to or was released onto adjoining property as a result of Lessee's use of the leased property, the Lessee shall be held similarly responsible. The Lessee shall indemnify, defend, and hold harmless the Lessor from any claim, loss, damage, costs, charge, or expense arising out of any such contamination.

3. Rent. Lessee shall pay to Lessor as rent, on or before the first day of each rent payment period, the sum of _____ plus applicable tax, for each N/A of the term. If this Lease is terminated prior to the end of any rent payment period, the unearned portion of any rent payment, less any other amounts that may be owed to Lessor, shall be refunded to Lessee. Lessee shall pay any and all state, county, city, and local taxes that may be due during the term hereof, including any real property taxes. Rent payments shall be made payable to the Florida Department of Transportation and shall be sent to Right of Way Administration, 1000 NW 111th Ave, Rm 6105-B, Miami, Florida 33172. Lessor reserves the right to review and adjust the rental fee biennually and at renewal to reflect market conditions. Any installment of rent not received within ten (10) days after the date due shall bear interest at the highest rate allowed by law from the due date thereof, per Section 55.03(1), Florida Statutes. This provision shall not obligate Lessor to accept late rent payments or provide Lessee a grace period.

4. Improvements. No structures or improvements of any kind shall be placed upon the property without the prior written approval of the District Secretary for District Six of Lessor. Any such structures or improvements shall be constructed in a good and workmanlike manner at Lessee's sole cost and expense. Subject to any landlord lien, any structures or improvements constructed by Lessee shall be removed by Lessee, at Lessee's sole cost and expense, by midnight on the day of termination of this

Lease and the leased property restored as nearly as practical to its condition at the time this Lease is executed. Portable or temporary advertising signs are prohibited.

Lessee shall perform, at the sole expense of Lessee, all work required in the preparation of the leased property for occupancy by Lessee, in the absence of any special provision herein contained to the contrary; and Lessee does hereby accept the leased property as now being in fit and tenantable condition for all purposes of Lessee.

Lessor reserves the right to inspect the property and to require whatever adjustment to structures or improvements as Lessor, in its sole discretion, deems necessary. Any adjustments shall be done at Lessee's sole cost and expense.

5. Maintenance. Lessee shall keep and maintain the leased property and any building or other structure, now or hereafter erected thereon, in good and safe condition and repair at Lessee's own expense during the existence of this Lease, and shall keep the same free and clear of any and all grass, weeds, brush, and debris of any kind, so as to prevent the same from becoming dangerous, inflammable, or objectionable. Lessor shall have no duty to inspect or maintain any of the leased property or buildings, and other structures thereon, during the term of this Lease; however, Lessor shall have the right, upon twenty-four (24) hours notice to Lessee, to enter the leased property for purposes of inspection, including conducting an environmental assessment. Such assessment may include: surveying; sampling of building materials, soil, and groundwater; monitoring well installations; soil excavation; groundwater remediation; emergency asbestos abatement; operation and maintenance inspections; and, any other actions which may be reasonable and necessary. Lessor's right of entry shall not obligate inspection of the property by Lessor, nor shall it relieve the Lessee of its duty to maintain the leased property. In the event of emergency due to a release or suspected release of hazardous waste on the property, Lessor shall have the right of immediate inspection, and the right, but not the obligation, to engage in remedial action, without notice, the sole cost and expense of which shall be the responsibility of the Lessee.

6. Indemnification. *(select applicable paragraph)*

☒ **Lessee is a Governmental Agency**

To the extent provided by law, Lessee shall indemnify, defend, and hold harmless the Lessor and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by Lessee, its agents, or employees, during the performance of the Lease, except that neither Lessee, its officers, agents, or employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Lessor or any of its officers, agents, or employees during the performance of the Lease.

When the Lessor receives a notice of claim for damages that may have been caused by the Lessee, the Lessor will immediately forward the claim to the Lessee. Lessee and the Lessor will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Lessor will determine whether to require the participation of Lessee in the defense of the claim or to require that Lessee defend the Lessor in such claim as described in this section. The Lessor's failure to promptly notify Lessee of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Lessee. The Lessor and Lessee will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any.

☐ **Lessee is not a Governmental Agency**

Lessee shall indemnify, defend, save, and hold harmless Lessor, its agent, officers, and employees, from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including attorney's fees, (including regulatory and appellate fees), arising out of or because of any acts, action, neglect, or omission by Lessee, or due to any accident, happening, or occurrence on the leased property or arising in any manner from the exercise or attempted exercise of Lessee's rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of Lessor.

Lessee's obligation to indemnify, defend and pay for the defenses or at Lessor's option, to participate, and to associate with the Lessor in the defense and trial of any claim and any related settlement negotiations, shall be triggered by the Lessor's notice of claim for indemnification to Lessee. Lessee's inability to evaluate liability or its evaluation of liability shall not excuse Lessee's duty to defend and indemnify within seven days after such notice by the Lessor is given by registered mail. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the Lessor solely negligent shall excuse performance of this provision by Lessee. Lessee shall pay all costs and fees related to this obligation and its enforcement by Lessor. Lessor's failure to notify Lessee of claim shall not release Lessee of the above duty to defend.

7. Insurance. Lessee at its expense, shall maintain at all times during the term of this Lease, public liability insurance protecting Lessor and Lessee against any and all claims for injury and damage to persons and property, and for the loss of life or property occurring in, on, or about the property arising out of the act, negligence, omission, nonfeasance, or malfeasance of Lessee, its employees, agents, contractors, customers, licensees, and invitees. Such insurance shall be carried in a minimum amount of not less than one million dollars ($ 1,000,000.00) for bodily injury or death to any one person or any number of persons in any one occurrence and not less than one million dollars ($ 1,000,000.00) for property damage, or a combined coverage of not less than two million dollars ($ 2,000,000.00). All such policies shall be issued by companies licensed to do business in the State of Florida and all such policies shall contain a provision whereby the same cannot be

canceled or modified unless Lessor is given at least sixty (60) days prior written notice of such cancellation or modification. Lessee shall provide Lessor certificates showing such insurance to be in place and showing Lessor as additional insured under the policies. If self-insured or under a risk management program, Lessee represents that such minimum coverage for liability will be provided for the leased property.

Lessor may require the amount of any public liability insurance to be maintained by Lessee be increased so that the amount thereof adequately protects Lessor's interest. Lessee further agrees that it shall during the full term of this Lease and at its own expense keep the leased property and any improvements thereon fully insured against loss or damage by fire and other casualty. Lessee also agrees that it shall during the full term of this Lease and at its own expense keep the contents and personal property located on the leased property fully insured against loss or damage by fire or other casualty and does hereby release and waive on behalf of itself and its insurer, by subrogation or otherwise, all claims against Lessor arising out of any fire or other casualty whether or not such fire or other casualty shall have resulted in whole or in part from the negligence of the Lessor.

8. Eminent Domain. Lessee acknowledges and agrees that its relationship with Lessor under this Lease is one of landlord and tenant and no other relationship either expressed or implied shall be deemed to apply to the parties under this Lease. Termination of this Lease for any cause shall not be deemed a taking under any eminent domain or other law so as to entitle Lessee to compensation for any interest suffered or lost as a result of termination of this Lease, including any residual interest in the Lease, or any other facts or circumstances arising out of or in connection with this Lease.

Lessee hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort, including special damages, severance damages, removal costs, or loss of business profits, resulting from Lessee's loss of occupancy of the leased property, or any such rights, claims, or damages flowing from adjacent properties owned or leased by Lessee as a result of Lessee's loss of occupancy of the leased property. Lessee also hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort as set out above, as a result of Lessee's loss of occupancy of the leased property, when any or all adjacent properties owned or leased by Lessee are taken by eminent domain proceedings or sold under the threat thereof. This waiver and relinquishment applies whether this Lease is still in existence on the date of taking or sale; or has been terminated prior thereto.

9. Miscellaneous.

a. This Lease may be terminated by Lessor immediately, without prior notice, upon default by Lessee hereunder, and may be terminated by either party, without cause upon thirty (30) days prior written notice to the other party.

b. In addition to, or in lieu of, the terms and conditions contained herein, the provisions of any Addendum of even date herewith which is identified to be a part hereof is hereby incorporated herein and made a part hereof by this reference. In the event of any conflict between the terms and conditions hereof and the provisions of the Addendum(s), the provisions of the Addendum(s) shall control, unless the provisions thereof are prohibited by law.

c. Lessee acknowledges that it has reviewed this Lease, is familiar with its terms, and has had adequate opportunity to review this Lease with legal counsel of Lessee's choosing. Lessee has entered into this Lease freely and voluntarily. This Lease contains the complete understanding of the parties with respect to the subject matter hereof. All prior understandings and agreements, oral or written, heretofore made between the parties and/or between Lessee and the previous owner of the leased property and landlord of Lessee are merged in this Lease, which alone, fully and completely expresses the agreement between Lessee and Lessor with respect to the subject matter hereof. No modification, waiver, or amendment of this Lease or any of its conditions or provisions shall be binding upon Lessor or Lessee unless in writing and signed by both parties.

d. Lessee shall not sublet the property or any part thereof, nor assign this Lease, without the prior consent in writing of the Lessor; this Lease is being executed by Lessor upon the credit and reputation of Lessee. Acceptance by Lessor of rental from a third party shall not be considered as an assignment or sublease, nor shall it be deemed as constituting consent of Lessor to such an assignment or sublease.

e. Lessee shall be solely responsible for all bills for electricity, lighting, power, gas, water, telephone, and telegraph services, or any other utility or service used on the property.

f. This Lease shall be governed by the laws of the State of Florida, and any applicable laws of the United States of America.

g. All notices to Lessor shall be sent to the address for rent payments and all notices to Lessee shall be sent to:
9293 Harding Avenue, Surfside, Florida 33154

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

TOWN OF SURFSIDE
Lessee (Company Name, if applicable)

By: _____
District Secretary

BY: _____

Gus Pego, P.E.
Print Name

Roger M. Carlton
Print Name

Attest: _____

Title: Town Manager

Name/Title: Executive Secretary

Attest: _____ (SEAL)

LEGAL REVIEW:

_____
Print Name

_____
District Counsel

Title: _____

Alicia Trujillo, Esq
Print Name

ADDENDUM

This is an Addendum to that certain Lease Agreement between DO NOT SIGN - SEE ADDENDUM ATTACHED and the State of Florida Department of Transportation dated the _____ day of _____, _____ . In addition to the provisions contained in said Agreement, the following terms and conditions shall be deemed to be a part thereof pursuant to Paragraph 9 (b) of said Agreement:

DO NOT SIGN - SEE ADDENDUM ATTACHED

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

_____
Lessee (Company Name, if applicable)

By: _____
District Secretary

BY: _____

_____
Print Name

_____
Print Name

Attest: _____

Title: _____

Name/Title: _____

Attest: _____ (SEAL)

LEGAL REVIEW:

_____
Print Name

_____
District Counsel

Title: _____

_____
Print Name

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ADDENDUM TO LEASE AGREEMENT

Item/Seg No.:	2495611
Sec/Job No.	87060
SR No.:	A1A
County:	Miami-Dade
Parcels No.:	4228

This Addendum made this _____ day of _____ 2013, is an Addendum to the Lease Agreement dated _____ between the Town of Surfside (Lessee), and the Florida Department of Transportation (Lessor).

In addition to the provisions contained in said Lease Agreement, the following terms, conditions and/or amendments shall be deemed to be a part thereof pursuant to Paragraph 9(b) of said Lease Agreement:

1. Where the provisions of this Addendum conflict with the provisions of the Lease Agreement, this Addendum shall control. Except as otherwise agreed herein all other terms of the Lease Agreement shall remain in full force and effect.

2. The Lessor does hereby lease unto Lessee the FDOT sidewalks for State Road A1A/Harding Avenue from 93rd street to 96th Street located in the Town of Surfside for purposes of the operation of sidewalk cafes.

3. Sidewalk Café Permit approval process:

   The Lessor does hereby agree that Lessee shall be permitted to issue permits to portions of the leased property to such third parties for purposes of the operation of a sidewalk café, but only to users who apply for, and are granted, a sidewalk café permit ("Permittees") issued by the Lessee, in accordance and compliance with the Lessee's Ordinance No. _____, guidelines and procedures for sidewalk cafés, FDOT's applicable regulations (as same may be amended from time to time), and any and all administrative regulations.

   Upon the issuance of a sidewalk permit by Lessee to a Permittee, the Lessee shall submit a Sidewalk Café Supplement, in the form attached hereto as Exhibit "A-1", for approval by Lessor. Upon approval by Lessor, any such Supplement shall be incorporated to and constitute an addendum to the Lease Agreement ("Supplement Addendum").

   In addition, the Lessee shall:

   a) Submit evidence of any sidewalk café permit site plan modification to Lessor within fifteen (15) days from the date that such modification is granted to a Permittee;

b) Submit a Supplement Addendum to Lessor for each sidewalk café permit renewal by no later than October 15th of each calendar year.

4. Rent:

Paragraph 3 of the Lease Agreement is modified as follows:

Rent calculation. The Lessee and Lessor have agreed to a rent of 20% of the sidewalk café annual permit fee (or permit renewal fee, as the case may be) in accordance with the Lessee's ordinance Sec. 18-90 (1) as set forth in appendix A of said ordinance. The rent payable for the leased property is to be calculated on a per square footage basis, in accordance with the sidewalk café permit area described in each Supplement Addendum and sidewalk cafe permit granted by the Lessee.

Rent shall be paid annually as follows:

a) Permits issued subsequent to October 1st of each calendar year shall be due and payable within thirty (30) days from the date the sidewalk café permit is issued by the Lessee to the Permittee and shall be pro-rated accordingly;

b) Renewal permits shall be due and payable on or before November 1st of each calendar year.

The annual rental for each permit issued shall be based on the Lessee's permit year, to wit: October 1st to September 30th of each calendar year, and any rental pro-rations shall be based on this time period.

For purposes of any Supplement Addendum, the commencement date shall be deemed to be the date of the issuance of the sidewalk café permit by the Lessee.

Late fees or charges of any kind may be classified as additional rent if not paid when demanded, and may be included in any statutory notices served on the Lessee for non-payment of rent.

Lessor reserves the right to review and adjust the rent rate every two (2) years, and at renewal, to reflect market conditions.

Item/Seg No.: 2495611
Sec/Job No. 87060
SR No.: A1A
County: Miami-Dade
Parcels No.: 4228

5. Maintenance:

   Paragraph 5 of the Lease Agreement is modified as follows:
   Notwithstanding anything contained in Paragraph 5 of the Lease Agreement, Lessor will be responsible for any structural repairs to the leased property not resulting from damage caused by Lessee, Permittee, or their respective employees, agents, guests or invitees. Lessee shall be responsible for maintenance of the leased property, including but not limited to, proper cleaning, upkeep and housekeeping of the leased property at its expense and for restoration repairs resulting from affixing items to the sidewalk surface.

6. Indemnification.

   Paragraph 6 of the Lease Agreement is modified as follows:

   Notwithstanding anything contained in Paragraph 6 of the Lease Agreement, Lessee shall indemnify Lessor, to the extent provided by law and subject to the limitations as provided in Section 768.28, F.S.

7. Insurance:

   In addition to the provisions of paragraph 7 of the Lease Agreement:

   Lessee does hereby agree that any sidewalk café permit issued to a Permittee shall include a provision requiring the Permittee, at its expense, to maintain, at all times during the Permit term, public liability insurance protecting Lessor and Lessee against any and all claims for injury and damage to persons and property, and for the loss of life or property occurring in, on, or about the permit area arising out of the act, negligence, omission, nonfeasance, or malfeasance of Permittee, its employees, agents, contractors, customers, licensees, and invitees. Such insurance shall be carried in a minimum than One million dollars ($1,000,000.00) for bodily injury or death to any one person or any number of persons in any one occurrence and not less than One million dollars ($1,000,000.00) for property damage, or a combined coverage of not less than two million dollars ($2,000,000.00).

   All such policies shall be issued by companies licensed to do business in the State of Florida and all such policies shall contain a provision whereby the same cannot be canceled or modified unless Lessor is given at least sixty (60) days

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Sec/Job No. 87060
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Parcels No.: 4228

prior written notice of such cancellation or modification. Lessee shall provide Lessor certificates showing such insurance to be in place and showing Lessor as additional insured under the policies.

8. Paragraph 9 of the Lease Agreement is modified to include the following provision:

h. Lessee agrees to regularly inspect the premises to ensure compliance with the provisions of the sidewalk permits and Lessee's Ordinance No. 2008-3601; Lessee's administrative guidelines and procedures for sidewalk cafés; and FDOT's applicable regulations.

IN WITNESS WHEREOF, the parties have executed this Addendum to the Lease Agreement as of this _____day of _____ 2012.

On behalf of Lessee
TOWN OF SURFSIDE

By: _____
Roger M. Carlton
Town Manager

Witness: _____

_____
Name/Title

Witness: _____

_____
Name/Title

Attest: _____

On behalf of Lessor
STATE OF FLORIDA
DEPARTMENT OF
TRANSPORTATION

By: _____
Gus Pego P.E.
District Secretary

Attest: _____
Executive Secretary

LEGAL REVIEW:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ADDENDUM TO LEASE AGREEMENT

Item/Seg No.: 2495611
Sec/Job No. 87060
SR No.: A1A
County: Miami-Dade
Parcels No.: 4228

Alicia Trujillo, Esq.
District Chief Counsel

SECOND ADDENDUM TO LEASE AGREEMENT
Between
THE TOWN OF SURFSIDE, FLORIDA
And
FLORIDA DEPARTMENT OF TRANSPORTATION
For
LEASE OF SIDEWALKS IN SURFSIDE BETWEEN 93rd STREET AND 96th STREET AND HARDING AVENUE

This Second Addendum to the Lease Agreement, dated_____(the "Effective Date"), is made by and between the TOWN OF SURFSIDE, Florida, a Florida municipal corporation (hereinafter referred to as the "LESSEE"), and FLORIDA DEPARTMENT OF TRANSPORTATION, AN AGENCY OF THE STATE OF FLORIDA ("LESSOR"). This SECOND ADDENDUM, the Addendum to the Lease Agreement between Lessee and Lessor dated _____, and the Lease Agreement shall collectively be referred to herein as the "Agreement". In the event of any conflict between this second Addendum, the Lease Agreement, and the Addendum to the Lease Agreement, it is agreed that this Second Addendum shall control.

PARAGRAPH 6. INDEMNIFICATION. To the extent allowable by law, Lessee shall indemnify and hold harmless the Lessor and all of its officers, agents, and employees from any claim, loss, cost, charge or expense arising out of any act, error, omission, or negligent act by Lessee, its agents or employees, during the performance of the Lease with regard to the subject of this lease- to wit: the sidewalks only, except that neither Lessee, its officers, agents or employees will be liable under this paragraph for any claim, loss, cost, damage, charge or expense arising out of any act error, omission, or negligent act of any of its officers, agents, or employees during the performance of the Lease. With regard to property that is not the subject of this Lease, and to the extent allowable by law, Lessor shall indemnify and hold harmless the Lessee and all of its officers, agents, and employees from any claim, loss, cost, charge or expense arising out of any act, error, omission, or negligent act by Lessee, its agents or employees, during the performance of the Lease.

IN WITNESS WHEREOF, the parties hereby execute this Agreement on the date first stated above.

ATTEST: TOWN OF SURFSIDE, FLORIDA

_____ By:_____
Sandra Novoa, TOWN Clerk Roger Carlton, Town Manager

APPROVED AS TO FORM AND LEGALITY

_____
Lynn M. Dannheisser, Town Attorney

ATTEST:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

_____

Secretary
Please type name of Secretary

By:_____
Gus Pego, District Secretary

Date: _____

LEGAL REVIEW:

_____

District Counsel

EXHIBIT "A-1"

Florida Department of Transportation, District Six
Sidewalk Café Supplement Addendum No._____

Item/Seg No.: 2495611
Sec/Job No: 87060
SR No: A1A
County: Miami-Dade
Parcel No: 4228

Applicant Information		
Permit Applicant Name (person):		
Phone:		
Mailing Address:		
City:	State:	ZIP Code:

Business Information		
Business Name:		
Business Phone:	E-mail:	Fax:
Business Address:		
City:	State:	ZIP Code:

Sidewalk Café Details
Sidewalk Café Location:
Area of Operation (Square feet):
Sidewalk Width:
Clear Pedestrian Zone Width:

Checklist
☐ Complete and Sign Sidewalk Café Supplement Form (this form)
☐ Attach Area of Operation Sketch
☐ Copy of Permit
☐ Copy of Insurance Certificate (naming FDOT as Additional Insured)

Rent	
City's Permit Fee: $_____ per Square Foot	Date of: Permit _____ or Renewal _____
Rent for this permit: $_____ (Square feet X ___% of Permit Fee)	

Supplement-Agreement		
Lessee Name:	Phone:	
Lessee Address:		
City:	State:	ZIP Code:

Lessee certifies that the permit approval is in compliance with the Sidewalk Café Ordinance, zoning restrictions and setbacks including but not limited to compliance with ADA requirements and FDOT's regulations. This Agreement made this _____ day of _____ 20__, is a Supplement Addendum to the Lease Agreement dated _____ between the _____ (Lessee), and the FLORIDA DEPARTMENT OF TRANSPORTATION (Lessor).

Signature of Lessee: _____ By: _____
Name/Title

On behalf of Lessor (FDOT)

Signature of Lessor: _____ By: _____
Name/Title

EXHIBIT "A-1"

SIDEWALK CAFÉ SITE PLAN

SKETCH OF AREA OF OPERATION

SAMPLE LAYOUT

LAND SURVEYOR COMPANY INFORMATION	Florida Department of Transportation, District Six: Item/Seg No.: 2495611 Sec/Job No. 87060 SR No.: A1A County: Miami-Dade Parcels No.: 4228

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER

Sample Form

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A:	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED

Insured Name and Address

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC				EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
						MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
						EACH OCCURRENCE	$
						AGGREGATE	$
						E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$

NEED GENERAL LIABILITY: Each Occur. $1,000,000.00. Personal & Adv. Injury $1,000,000.00 and General Aggregate $2,000,000.00

CERTIFICATE HOLDER NEEDS TO READ AS FOLLOWS:
Florida Department of Transportation
Right of Way Administration
1000 NW 111th Avenue. Room 6105-B,
Miami, FL 33172.

NEEDED INFORMATION: Parcel #_____ and FDOT as additional insured.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

FLORIDA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY ADMINISTRATION
1000 NW 111th Avenue, Room 6105-B
Miami, FL 33172.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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EXHIBIT "A"

LEGAL DESCRIPTION
TOWN OF SURFSIDE, MIAMI-DADE COUNTY, FLORIDA
LEASE AREA

PARCEL 'A'

A portion of the right-of-way of 94th Street (Smilax Street per plat) and Harding Avenue (First Avenue per plat), as shown on ALTOS DEL MAR No. 5, according to the plat thereof as recorded in Plat Book 8, Page 92, of the Public Records of Miami-Dade County, Florida and also as shown on State of Florida Department of Transportation Right-of-Way Map for Section 87060, lying in Section 35, Township 52 South, Range 42 East, being more particularly described as follows:

BEGINNING at the Northerly most Northeast corner of Lot 12, Block 3, of said ALTOS DEL MAR No. 5 also being on the Southerly Right of Way line of said 94th Street;

THENCE South 86°53'22" West on the North line of said Block 3 and said Southerly Right of Way line, a distance of 212.67 feet to the beginning of a tangent curve to the left;

THENCE Southwesterly on the arc of said curve having a radius of 25.00 feet, through a central angle of 92°18'20", an arc distance of 40.28 feet to a point of non-tangency;

THENCE South 84°35'02" West, a distance of 6.91 feet to a point on the back of curb of said Harding Avenue;

THENCE on said back of curb and on the back of curb of said 94th Street the following three (3) courses and distances:

1) North 05°21'19" West, a distance of 1.04 feet to the beginning of a tangent curve to the right;

2) Northeasterly on the arc of said curve having a radius of 27.95 feet, through a central angle of 92°19'58", an arc distance of 45.04 feet to a point of tangency;

3) North 86°58'38" East, a distance of 216.63 feet;

THENCE South 03°06'38" East, a distance of 3.47 feet to the POINT OF BEGINNING.

TOGETHER WITH PARCEL 'B':

A portion of the right-of-way of said 94th Street, 95th Street (Tulip Street per plat) and said Harding Avenue, as shown on ALTOS DEL MAR No. 6 according to the plat thereof as recorded in Plat Book 8, Page 106 of the Public Records, lying in Section 35, Township 52 South, Range 42 East, being more particularly described as follows:

BEGINNING at the Southerly most Southeast corner of Lot 1, Block 4, of said ALTOS DEL MAR No. 6, (P.O.B. #1 on Sketch) said point also being located on the Northerly Right of Way line of said 94th Street;

THENCE South 03°06'38" East, a distance of 7.40 feet to a point on the back of curb on said 94th Street;

THENCE on said back of curb and on the back of curb of said Harding Avenue and said 95th Street the following twenty six (26) courses and distances:

1) South 86°38'02" West, a distance of 106.52 feet;

2) South 74°32'55" West, a distance of 20.01 feet;

3) South 87°11'44" West, a distance of 75.89 feet to the beginning of a tangent curve to the right;

4) Westerly on the arc of said curve having a radius of 45.11 feet, through a central angle of 39°23'56", an arc distance of 31.02 feet to a point on the arc of a non-tangent curve to the right, whose radius point bears North 23°00'57" East;

5) Northwesterly on the arc of said curve having a radius of 15.19 feet, through a central angle of 60°00'13", an arc distance of 15.91 feet to a point of non-tangency;

THIS IS NOT A SURVEY

Calvin, Giordano & Associates, Inc.
Engineers Surveyors Planners
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
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Certificate of Authorization No. LB 6791

Florida Department of Transportation, District Six
Item/Seg No.: N/A
Sec/Job No.: 87060
FAP No.: N/A
State Road No.: State Road A-1-A
County: Miami-Dade
Parcel No.: N/A

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EXHIBIT "A"
LEGAL DESCRIPTION
TOWN OF SURFSIDE, MIAMI-DADE COUNTY, FLORIDA
LEASE AREA

6) North 11°10'38" West, a distance of 23.95 feet to the beginning of a tangent curve to the right;

7) Northeasterly on the arc of said curve having a radius of 4.43 feet, through a central angle of 95°42'39", an arc distance of 7.40 feet to a point of tangency;

8) North 84°32'01" East, a distance of 2.70 feet;

9) North 05°27'59" West, a distance of 54.59 feet;

10) North 84°34'00" West, a distance of 3.46 feet to the beginning of a tangent curve to the right;

11) Northwesterly on the arc of said curve having a radius of 4.50 feet, through a central angle of 78°49'23", an arc distance of 6.19 feet to a point of tangency;

12) North 05°44'37" West, a distance of 14.11 feet to the beginning of a tangent curve to the right;

13) Northeasterly on the arc of said curve having a radius of 1.50 feet, through a central angle of 83°22'29", an arc distance of 2.18 feet to a point of tangency;

14) North 77°37'53" East, a distance of 5.30 feet;

15) North 05°21'38" West, a distance of 220.13 feet;

16) South 84°38'22" West, a distance of 4.97 feet to the beginning of a tangent curve to the right;

17) Northwesterly on the arc of said curve having a radius of 1.50 feet, through a central angle of 89°52'00", an arc distance of 2.35 feet to a point of tangency;

18) North 05°29'38" West, a distance of 48.02 feet to the beginning of a tangent curve to the right;

19) Northeasterly on the arc of said curve having a radius of 1.50 feet, through a central angle of 90°38'21", an arc distance of 2.37 feet to a point of tangency;

20) North 85°08'42" East, a distance of 5.20 feet;

21) North 05°23'46" West, a distance of 154.55 feet;

22) South 88°22'07" West, a distance of 5.63 feet to the beginning of a tangent curve to the right;

23) Northwesterly on the arc of said curve having a radius of 1.00 feet, through a central angle of 86°21'33", an arc distance of 1.51 feet to a point of tangency;

24) North 05°16'20" West, a distance of 33.55 feet to the beginning of a tangent curve to the right;

25) Northeasterly on the arc of said curve having a radius of 36.19 feet, through a central angle of 92°11'56", an arc distance of 58.24 feet to a point of tangency;

26) North 86°55'36" East, a distance of 205.41 feet;

THENCE South 03°06'16" East, a distance of 4.26 feet to a point on the North line of said Block 4, said point also being on the Southerly Right-of-Way line of said 95th Street;

THIS IS NOT A SURVEY

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Certificate of Authorization No. LB 6791

Florida Department of Transportation, District Six
Item/Seg No.: N/A
Sec/Job No.: 87060
FAP No.: N/A
State Road No.: State Road A-1-A
County: Miami-Dade
Parcel No.: N/A

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EXHIBIT "A"
LEGAL DESCRIPTION
TOWN OF SURFSIDE, MIAMI-DADE COUNTY, FLORIDA
LEASE AREA

THENCE on the boundary of said Block 4 and the Right-of-Way lines of said 95th Street, Harding Avenue, and 94th Street the following five (5) courses and distances:

1) South 86°53'44" West, a distance of 200.16 feet to the beginning of a tangent curve to the left;

2) Southwesterly on the arc of said curve having a radius of 25.00 feet, through a central angle of 92°15'56", an arc distance of 40.26 feet to a point of tangency;

3) South 05°22'12" East, a distance of 559.53 feet to the beginning of a tangent curve to the left;

4) Southeasterly on the arc of said curve having a radius of 25.00 feet, through a central angle of 87°44'26", an arc distance of 38.28 feet to a point of tangency;

5) North 86°53'22" East, a distance of 200.16 feet to the POINT OF BEGINNING (P.O.B. #1 on Sketch).

TOGETHER WITH PARCEL 'C':

A portion of the right-of-way of said 95th Street (Tulip Street per plat), 96th Street (Unaka Street per plat), and Harding Avenue (First Avenue per plat), as shown on said ALTOS DEL MAR No. 6, being more particularly described as follows:

BEGINNING at the Southerly most Southeast corner of Lot 1, Block 3, of said ALTOS DEL MAR No. 6, (P.O.B. #2 on Sketch) said point also being located on the Northerly Right of Way line of said 95th Street (Tulip Street per plat);

THENCE South 03°06'16" East, a distance of 4.65 feet to a point on the back of curb on said 95th Street;

THENCE on said back of curb and on the back of curb of said Harding Avenue and said 96th Street the following twenty six (26) courses and distances:

1) South 81°55'19" West, a distance of 2.36 feet;

2) South 86°56'25" West, a distance of 205.42 feet to the beginning of a tangent curve to the right;

3) Northwesterly on the arc of said curve having a radius of 34.37 feet, through a central angle of 87°29'18", an arc distance of 52.48 feet to a point of tangency;

4) North 05°34'17" West, a distance of 38.39 feet to the beginning of a tangent curve to the right;

5) Northeasterly on the arc of said curve having a radius of 3.10 feet, through a central angle of 90°02'37", an arc distance of 4.87 feet to a point of tangency;

6) North 84°28'19" East, a distance of 3.39 feet;

7) North 05°13'07" West, a distance of 177.13 feet;

8) South 83°19'43" West, a distance of 4.98 feet to the beginning of a tangent curve to the right;

9) Northwesterly on the arc of said curve having a radius of 1.60 feet, through a central angle of 91°09'10", an arc distance of 2.55 feet to a point of tangency;

10) North 05°31'08" West, a distance of 48.49 feet to the beginning of a tangent curve to the right;

THIS IS NOT A SURVEY

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Engineers Surveyors Planners
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Certificate of Authorization No. LB 6791

Florida Department of Transportation, District Six
Item/Seg No.: N/A
Sec/Job No.: 87060
FAP No.: N/A
State Road No.: State Road A-1-A
County: Miami-Dade
Parcel No.: N/A

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EXHIBIT "A"
LEGAL DESCRIPTION
TOWN OF SURFSIDE, MIAMI-DADE COUNTY, FLORIDA
LEASE AREA

11) Northeasterly on the arc of said curve having a radius of 1.25 feet, through a central angle of 95°50'04", an arc distance of 2.09 feet to a point of tangency;

12) South 89°41'04" East, a distance of 1.94 feet;

13) South 02°03'24" East, a distance of 1.87 feet;

14) North 86°21'41" East, a distance of 3.47 feet;

15) North 05°23'12" West, a distance of 270.93 feet;

16) South 83°16'49" West, a distance of 3.22 feet;

17) South 02°51'02" East, a distance of 4.83 feet;

18) South 82°58'14" West, a distance of 2.91 feet;

19) North 05°09'20" West, a distance of 30.47 feet;

20) North 44°36'33" East, a distance of 3.15 feet;

21) North 00°39'56" East, a distance of 3.25 feet;

22) North 41°25'07" West, a distance of 3.32 feet;

23) North 01°36'33" West, a distance of 17.07 feet to the beginning of a tangent curve to the right;

24) Northeasterly on the arc of said curve having a radius of 3.78 feet, through a central angle of 89°48'10", an arc distance of 5.92 feet to a point of tangency;

25) North 88°11'37" East, a distance of 14.14 feet;

26) South 87°58'30" East, a distance of 22.76 feet;

THENCE South 03°06'12" East, a distance of 8.47 feet to a point on Southerly Right-of Way line of said 96th Street, said point also being on the North line of said Block 3 and on the arc of a non-tangent curve to the left, whose radius point bears South 03°06'12" East;

THENCE on the boundary of Block 3 and the Right-of-Way line of said 96th Street, Harding Avenue, and 95th Street the following four (4) courses and distances:

1) Southwesterly on the arc of said curve having a radius of 25.00 feet, through a central angle of 92°16'21", an arc distance of 40.26 feet to a point of tangency;

2) South 05°22'33" East, a distance of 560.22 feet to the beginning of a tangent curve to the left;

3) Southeasterly on the arc of said curve having a radius of 25.00 feet, through a central angle of 87°43'43", an arc distance of 38.28 feet to a point of tangency;

4) North 86°53'44" East, a distance of 210.16 feet to the POINT OF BEGINNING (P.O.B. #2 on Sketch).

THIS IS NOT A SURVEY

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Certificate of Authorization No. LB 6791

Florida Department of Transportation, District Six
Item/Seg No.: N/A
Sec/Job No.: 87060
FAP No.: N/A
State Road No.: State Road A-1-A
County: Miami-Dade
Parcel No.: N/A

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EXHIBIT "A"

LEGAL DESCRIPTION
TOWN OF SURFSIDE, MIAMI-DADE COUNTY, FLORIDA
LEASE AREA

TOGETHER WITH PARCEL 'D':

A portion of the right-of-way of said 96th Street (Unaka Street per plat), Harding Avenue (First Avenue per plat), and 95th Street (Tulip Street per plat), as shown on ALTOS DEL MAR No. 6, according to the plat thereof as recorded in Plat Book 8, Page 106 of the Public Records, lying in Section 35, Township 52 South, Range 42 East, Miami-Dade County, Florida, being more particularly described as follows:

BEGINNING at the Northerly most Northeast corner of Unnumbered Lot, Block 6 of said ALTOS DEL MAR No. 6, said point also being located on said Southerly Right of Way line of 96th Street;

THENCE North 03°06'12" West, a distance of 5.36 feet to a point on the back of the curb on said 96th Street;

THENCE on said back of curb and on the back of curb of said Harding Avenue the following eighteen (18) courses and distances:

1) North 87°05'55" East, a distance of 16.63 feet to a point on the arc of a non-tangent curve to the right, whose radius point bears South 00°29'42" East;

2) Southeasterly on the arc of said curve having a radius of 25.07 feet, through a central angle of 83°33'49", an arc distance of 36.56 feet;

3) South 88°16'14" East, a distance of 1.12 feet;

4) South 06°01'17" East, a distance of 32.16 feet;

5) South 83°44'23" West, a distance of 6.93 feet;

6) South 05°22'32" East, a distance of 263.63 feet;

7) North 85°17'23" East, a distance of 5.68 feet to the beginning of a tangent curve to the right;

8) Southeasterly on the arc of said curve having a radius of 1.27 feet, through a central angle of 89°21'38", an arc distance of 1.98 feet to a point of tangency;

9) South 05°20'59" East, a distance of 48.29 feet to the beginning of a tangent curve to the right;

10) Southwesterly on the arc of said curve having a radius of 1.47 feet, through a central angle of 90°34'36", an arc distance of 2.32 feet to a point of tangency;

11) South 85°13'36" West, a distance of 5.51 feet;

12) South 05°16'37" East, a distance of 176.90 feet;

13) North 86°48'54" East, a distance of 5.62 feet to the beginning of a tangent curve to the right;

14) Southeasterly on the arc of said curve having a radius of 1.00 feet, through a central angle of 88°40'39", an arc distance of 1.55 feet to a point of tangency;

15) South 04°30'27" East, a distance of 36.49 feet to the beginning of a tangent curve to the right;

16) Southwesterly on the arc of said curve having a radius of 34.37 feet, through a central angle of 91°24'19", an arc distance of 54.83 feet to a point of tangency;

17) South 86°54'12" West, a distance of 161.63 feet;

THIS IS NOT A SURVEY

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Certificate of Authorization No. LB 6791

Florida Department of Transportation, District Six	
Item/Seg No.:	N/A
Sec/Job No.:	87060
FAP No.:	N/A
State Road No.:	State Road A-1-A
County:	Miami-Dade
Parcel No.:	N/A

Sheet 5 of 18

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EXHIBIT "A"
LEGAL DESCRIPTION
TOWN OF SURFSIDE, MIAMI-DADE COUNTY, FLORIDA
LEASE AREA

18) South 44°19'00" West, a distance of 10.02 feet;

THENCE North 03°06'16" West, a distance of 11.50 feet to a point on the South line of said Block 6 and the Northerly Right-of-Way line of said 95th Street;

THENCE on the boundary of said Block 6 and the Right-of-Way line of said 95th Street, Harding Avenue, and 96th Street the following four (4) courses and distances:

1) North 86°53'44" East, a distance of 162.63 feet to the beginning of a tangent curve to the left;

2) Northeasterly on the arc of said curve having a radius of 25.00 feet, through a central angle of 92°16'17", an arc distance of 40.26 feet;

3) North 05°22'33" West, a distance of 560.22 feet to the beginning of a tangent curve to the left;

4) Northwesterly on the arc of said curve having a radius of 25.00 feet, through a central angle of 87°43'39", an arc distance of 38.28 feet to the POINT OF BEGINNING (P.O.B. #3 on Sketch).

TOGETHER WITH PARCEL 'E':

A portion of the right-of-way of said 95th Street (Tulip Street per plat), Harding Avenue (First Avenue per plat) and 94th Street (Smilax per plat) as shown on said ALTOS DEL MAR No. 6, lying in Section 35, Township 52 South, Range 42 East, Miami-Dade County, Florida, being more particularly described as follows:

BEGINNING at the Northerly most Northwest corner of Lot 21, Block 5, of said ALTOS DEL MAR No. 6, point also being located on the Southerly Right of Way line of said 95th Street;

THENCE North 03°06'16" West, a distance of 4.31 feet to a point on the back of curb on said 95th Street;

THENCE on said back of curb and on the back of curb of said Harding Avenue and said 94th Street the following seventeen (17) courses and distances:

1) North 86°52'25" East, a distance of 165.12 feet to the beginning of a tangent curve to the right;

2) Southeasterly on the arc of said curve having a radius of 39.06 feet, through a central angle of 87°16'35", an arc distance of 59.50 feet to a point of tangency;

3) South 05°50'59" East, a distance of 35.63 feet to the beginning of a tangent curve to the right;

4) Southwesterly on the arc of said curve having a radius of 1.00 feet, through a central angle of 87°59'52", an arc distance of 1.54 feet to a point of tangency;

5) South 82°08'52" West, a distance of 5.59 feet;

6) South 05°26'10" East, a distance of 154.13 feet;

7) North 85°08'42" East, a distance of 5.43 feet to the beginning of a tangent curve to the right;

8) Southeasterly on the arc of said curve having a radius of 1.00 feet, through a central angle of 89°25'25", an arc distance of 1.56 feet to a point of tangency;

9) South 05°25'53" East, a distance of 48.40 feet to the beginning of a tangent curve to the right;

10) Southwesterly on the arc of said curve having a radius of 2.00 feet, through a central angle of 90°05'50", an arc distance of 3.14 feet to a point of tangency;

THIS IS NOT A SURVEY

EXHIBIT "A"

LEGAL DESCRIPTION
TOWN OF SURFSIDE, MIAMI-DADE COUNTY, FLORIDA
LEASE AREA

11) South 84°39'56" West, a distance of 4.56 feet;

12) South 05°19'53" East, a distance of 299.45 feet;

13) North 86°03'27" East, a distance of 6.17 feet to the beginning of a tangent curve to the right;

14) Southeasterly on the arc of said curve having a radius of 1.62 feet, through a central angle of 92°22'58", an arc distance of 2.61 feet to a point of non-tangency;

15) South 01°33'35" East, a distance of 12.74 feet to a point on the arc of a non-tangent curve to the right, whose radius point bears North 85°52'44" West;

16) Southwesterly on the arc of said curve having a radius of 30.16 feet, through a central angle of 89°53'42", an arc distance of 47.31 feet to a point of non-tangency;

17) South 86°53'50" West, a distance of 170.94 feet;

THENCE North 03°06'10" West, a distance of 5.90 feet to a point on the South line of said Block 5 and the Northerly Right-of-Way line of said 94th Street;

THENCE on the boundary of said Block 5 and the Right-of-Way line of said 94th Street, Harding Avenue, and 95th Street the following five (5) courses and distances:

1) North 86°53'50" East, a distance of 162.63 feet to the beginning of a tangent curve to the left;

2) Northeasterly on the arc of said curve having a radius of 25.00 feet, through a central angle of 92°16'02", an arc distance of 40.26 feet to a point of tangency;

3) North 05°22'12" West, a distance of 559.53 feet to the beginning of a tangent curve to the left;

4) Northwesterly on the arc of said curve having a radius of 25.00 feet, through a central angle of 87°44'04", an arc distance of 38.28 feet to a point of tangency;

5) South 86°53'44" West, a distance of 162.63 feet to the POINT OF BEGINNING (P.O.B. #4 on Sketch).

TOGETHER WITH PARCEL 'F':

A portion of the right-of-way of 94th Street (Smilax Street per plat) and Harding Avenue (First Avenue per plat), as shown on ALTOS DEL MAR No. 5, according to the plat thereof as recorded in Plat Book 8, Page 92, of the Public Records of Miami-Dade County, Florida and also as shown on State of Florida Department of Transportation Right-of-Way Map for Section 87060, lying in Section 35, Township 52 South, Range 42 East, being more particularly described as follows:

BEGINNING at the Northwest corner of Lot 13, Block 6, of said ALTOS DEL MAR No. 5, said point also being located on the Southerly Right of Way line of 94th Street;

THENCE North 03°06'10" West, a distance of 15.94 feet to a point on the back of curb on said 94th Street;

THENCE on said back of curb and on the back of curb of said Harding Avenue the following eight (8) courses and distances:

1) North 86°49'41" East, a distance of 26.91 feet to the beginning of a tangent curve to the right;

2) Southeasterly on the arc of said curve having a radius of 2.00 feet, through a central angle of 88°48'06", an arc distance of 3.10 feet to a point of tangency;

THIS IS NOT A SURVEY

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Certificate of Authorization No. LB 6791

Florida Department of Transportation, District Six
Item/Seg No.: N/A
Sec/Job No.: 87060
FAP No.: N/A
State Road No.: State Road A-1-A
County: Miami-Dade
Parcel No.: N/A

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EXHIBIT "A"
LEGAL DESCRIPTION
TOWN OF SURFSIDE, MIAMI-DADE COUNTY, FLORIDA
LEASE AREA

3) South 04°22'12" East, a distance of 6.01 feet;

4) North 86°49'48" East, a distance of 95.81 feet;

5) North 02°37'38" West, a distance of 6.28 feet to the beginning of a tangent curve to the right;

6) Northeasterly on the arc of said curve having a radius of 2.00 feet, through a central angle of 89°58'43", an arc distance of 3.14 feet to a point of tangency;

7) North 87°21'05" East, a distance of 33.91 feet to a point on the arc of a non-tangent curve to the right, whose radius point bears South 01°27'07" East;

8) Southeasterly on the arc of said curve having a radius of 47.40 feet, through a central angle of 79°12'40", an arc distance of 65.53 feet to a point of non-tangency;

THENCE South 84°35'02" West, a distance of 6.14 feet to a point Westerly Right-of-Way line of said Harding Avenue and the East line of said Block 6, ALTOS DEL MAR No. 5 and being on the arc of a non-tangent curve to the left, whose radius point bears South 84°35'02" West;

THENCE on the boundary of said Block 6 and the Right-of-Way line of said Harding Avenue and 94th Street the following two (2) courses and distances:

1) Northwesterly on the arc of said curve having a radius of 25.00 feet, through a central angle of 87°41'12", an arc distance of 38.26 feet;

2) South 86°53'50" West, a distance of 175.14 feet; to the POINT OF BEGINNING (P.O.B. #5 on Sketch).

Said lands lying in Section 35, Township 52 South, Range 42 East, Town of Surfside, Miami-Dade County, Florida, and containing a total net area of 40,040 square feet, (0.919 Acres) more or less.

SURVEYOR'S NOTES:

1. Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and Mapper.
2. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of Miami-Dade County.
3. The description contained herein and the attached sketch, do not represent a field Boundary Survey.
4. Bearings shown hereon are relative to the Baseline of 96th Street, as shown on the State of Florida Department of Transportation Right of Way Map Section Number 87060, Financial Project I.D. 2507471, Sheet 14 & 15, (Last Dated 02-05), having a bearing of North 86°53'48" East.
5. This document consist of 18 sheets and shall not be considered full, valid and complete unless each sheet is attached to the other.

CALVIN, GIORDANO AND ASSOCIATES, INC.

Date: 10-30-2012

Gregory J. Clements
Professional Surveyor and Mapper
Florida Registration Number LS 4479

THIS IS NOT A SURVEY

Calvin, Giordano & Associates, Inc.
Engineers Surveyors Planners
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
Phone: 954.921.7781 Fax 954.921.8807
Certificate of Authorization No. LB 6791

Florida Department of Transportation, District Six
Item/Seg No.: N/A
Sec/Job No.: 87060
FAP No.: N/A
State Road No.: State Road A-1-A
County: Miami-Dade
Parcel No.: N/A

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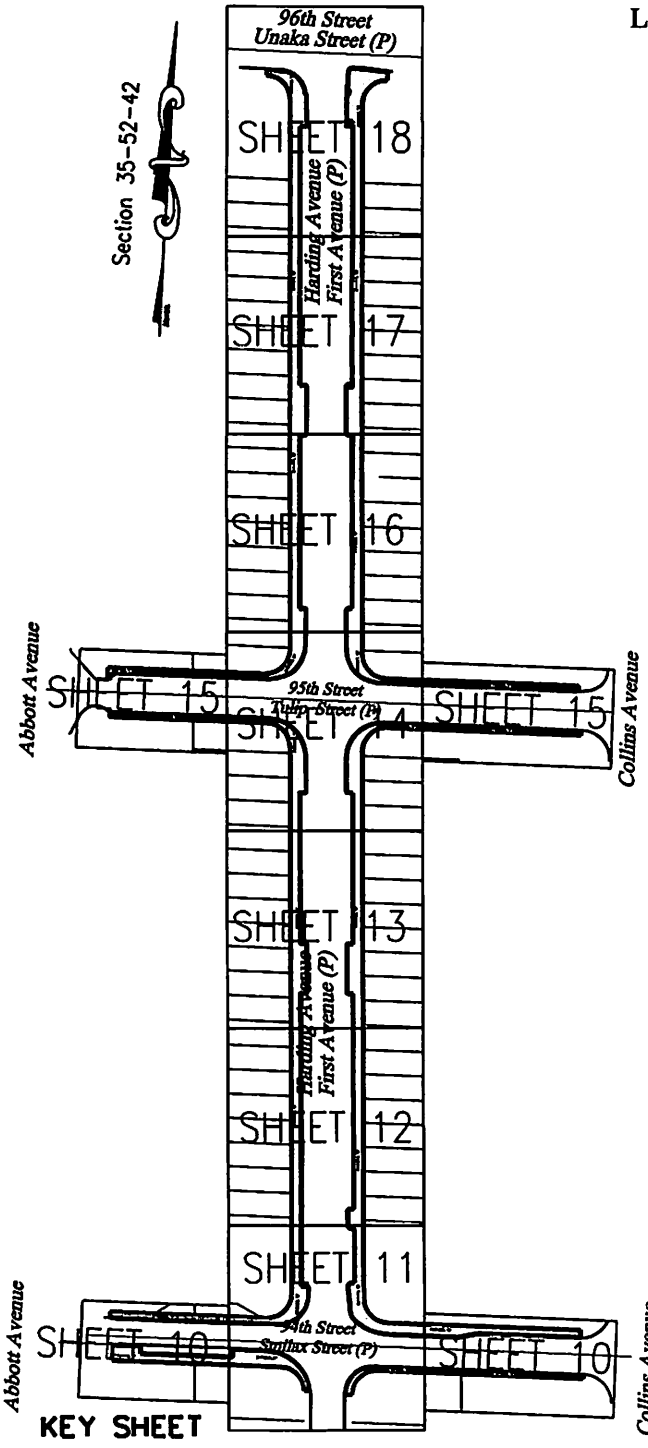
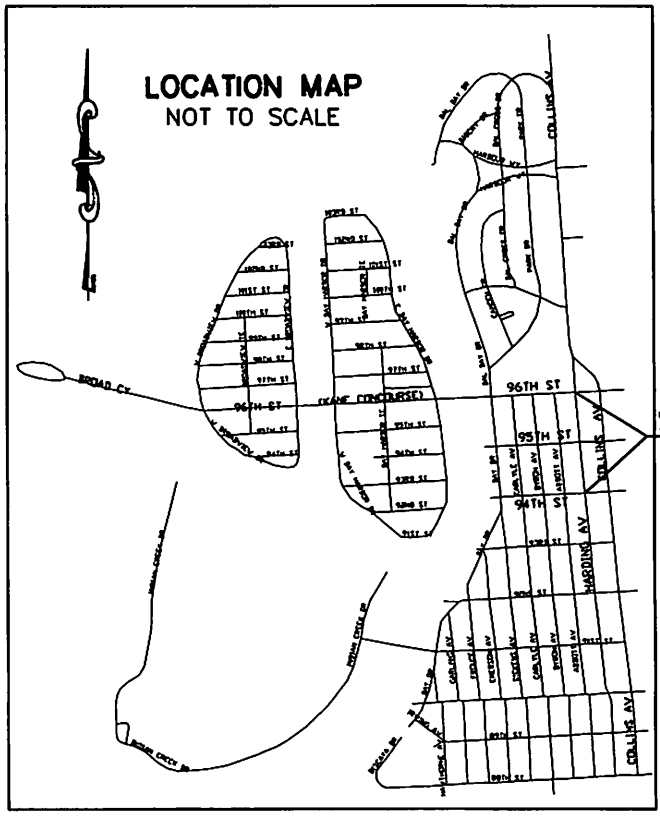
TOWN OF SURFSIDE, MIAMI-DADE COUNTY, FLORIDA
LEASE AREA





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Sheet 9 of 18

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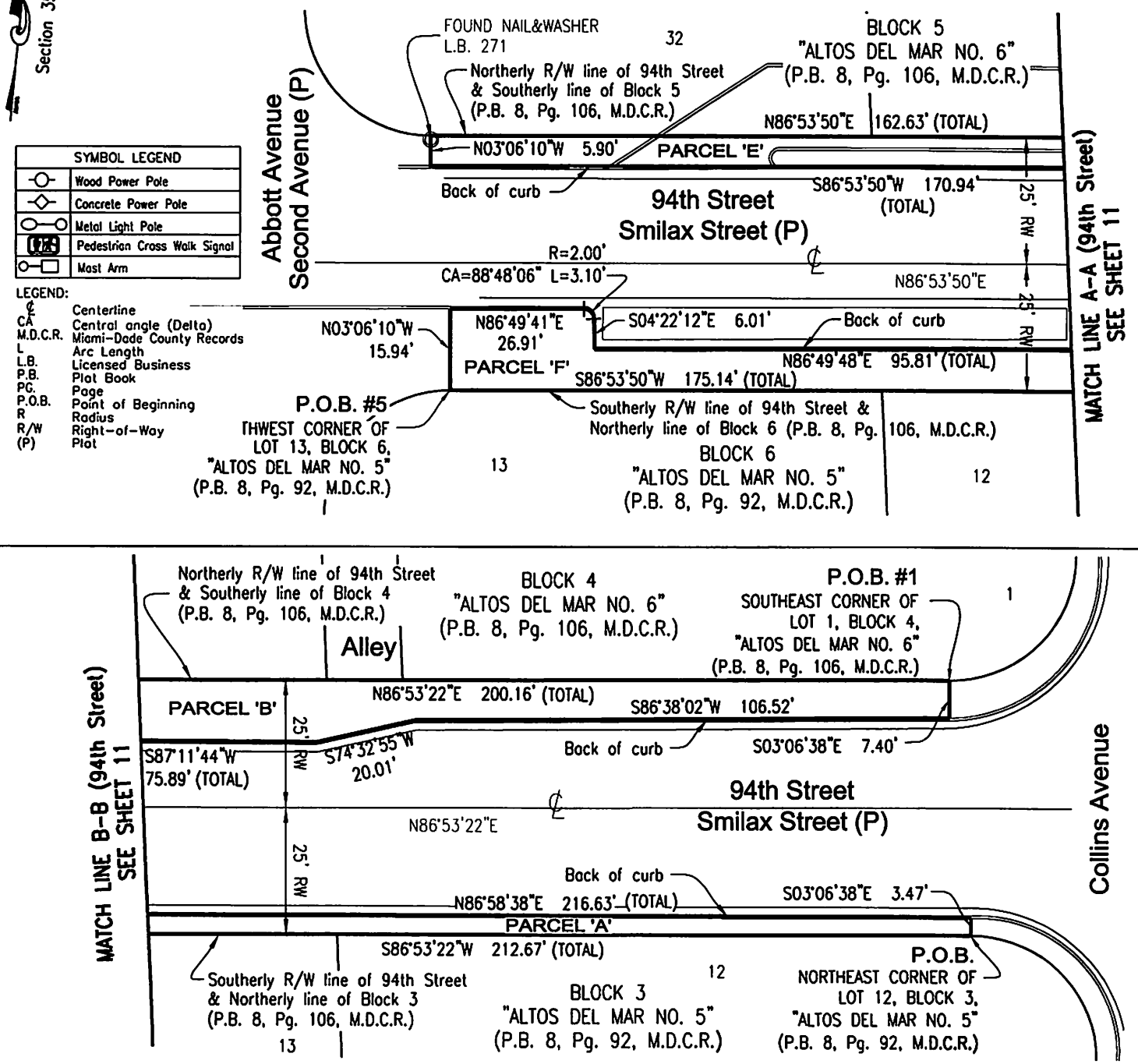
GRAPHIC SCALE
0 30 60
(IN FEET)
1 inch = 30 ft.

Section 35-52-42



SYMBOL LEGEND	
	Wood Power Pole
	Concrete Power Pole
	Metal Light Pole
PX	Pedestrian Cross Walk Signal
	Mast Arm

LEGEND:

℄	Centerline
CA	Central angle (Delta)
M.D.C.R.	Miami-Dade County Records
L	Arc Length
L.B.	Licensed Business
P.B.	Plat Book
PG.	Page
P.O.B.	Point of Beginning
R	Radius
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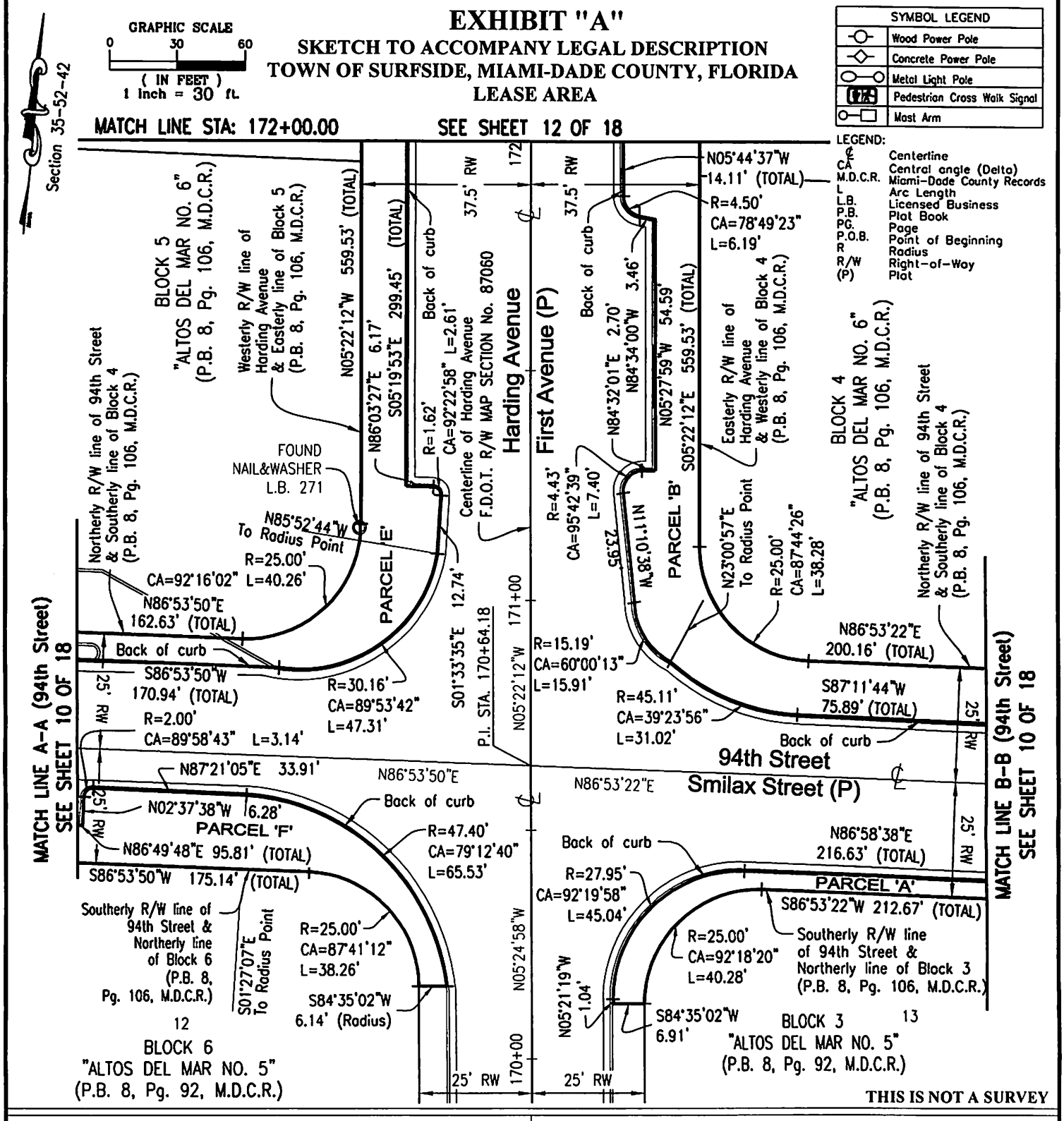

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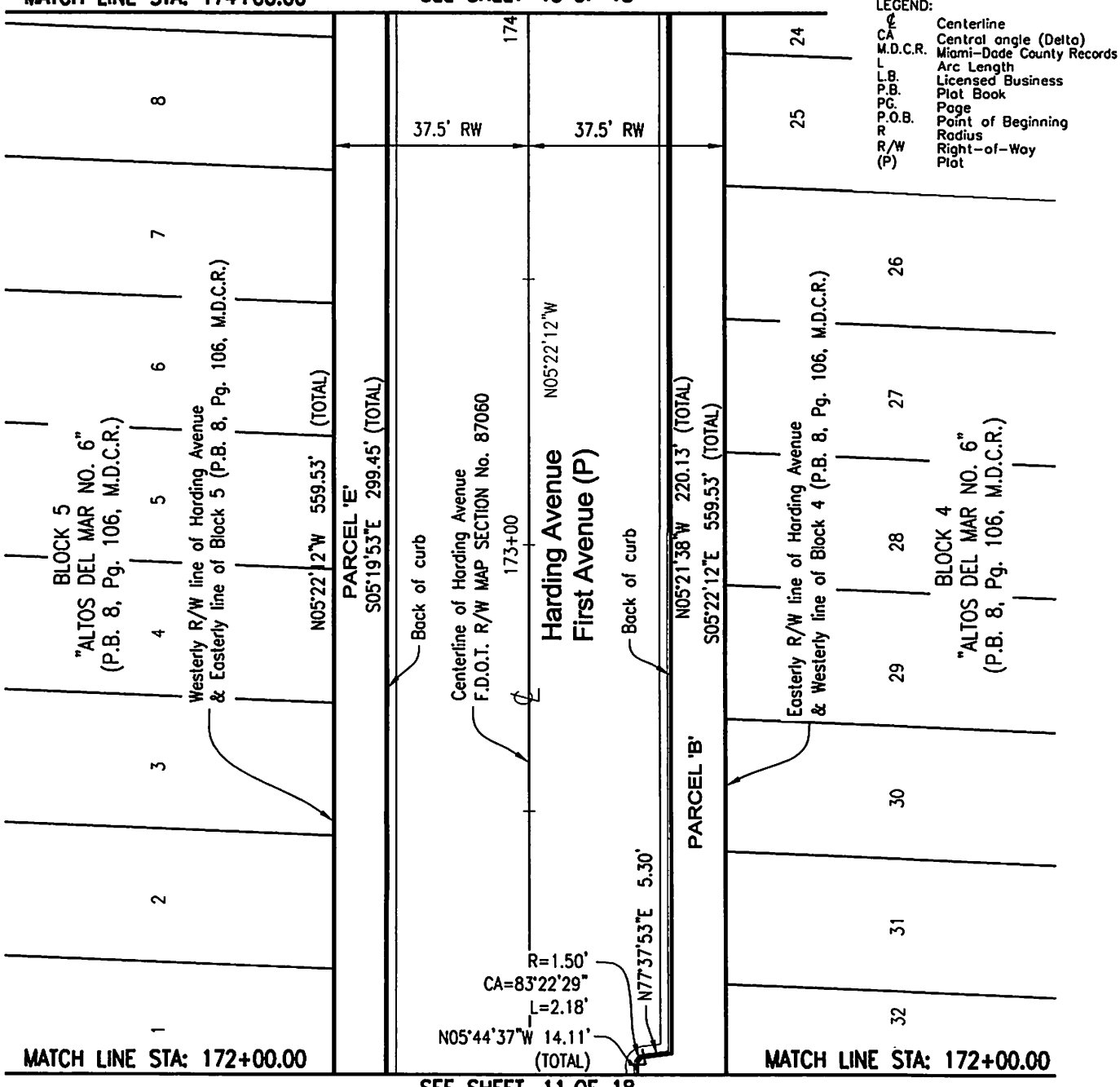
Section 35-52-42



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PED	Pedestrian Cross Walk Signal
	Mast Arm

LEGEND:

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CA	Central angle (Delta)
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L.B.	Licensed Business
P.B.	Plat Book
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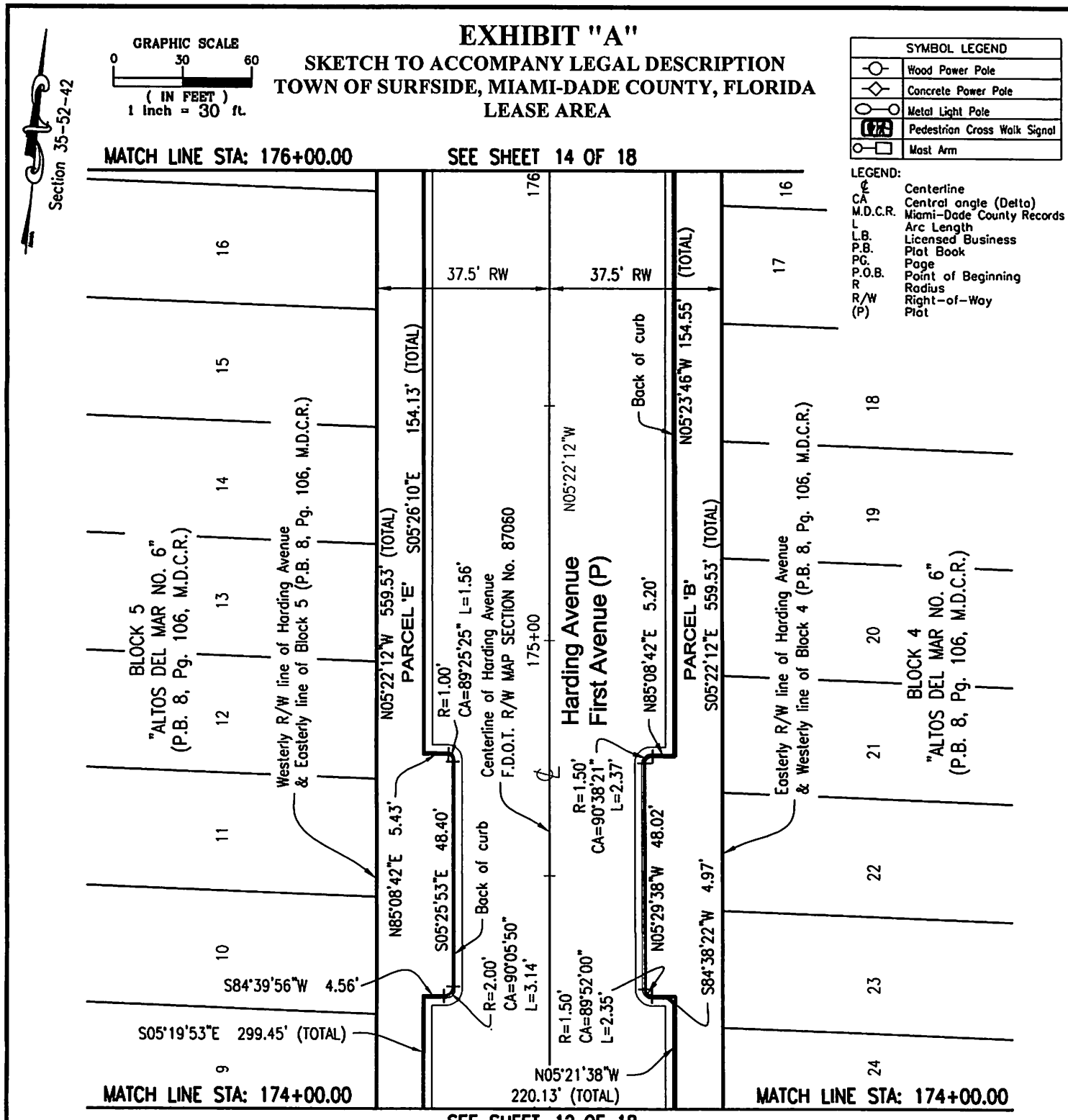

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Sheet 13 of 18

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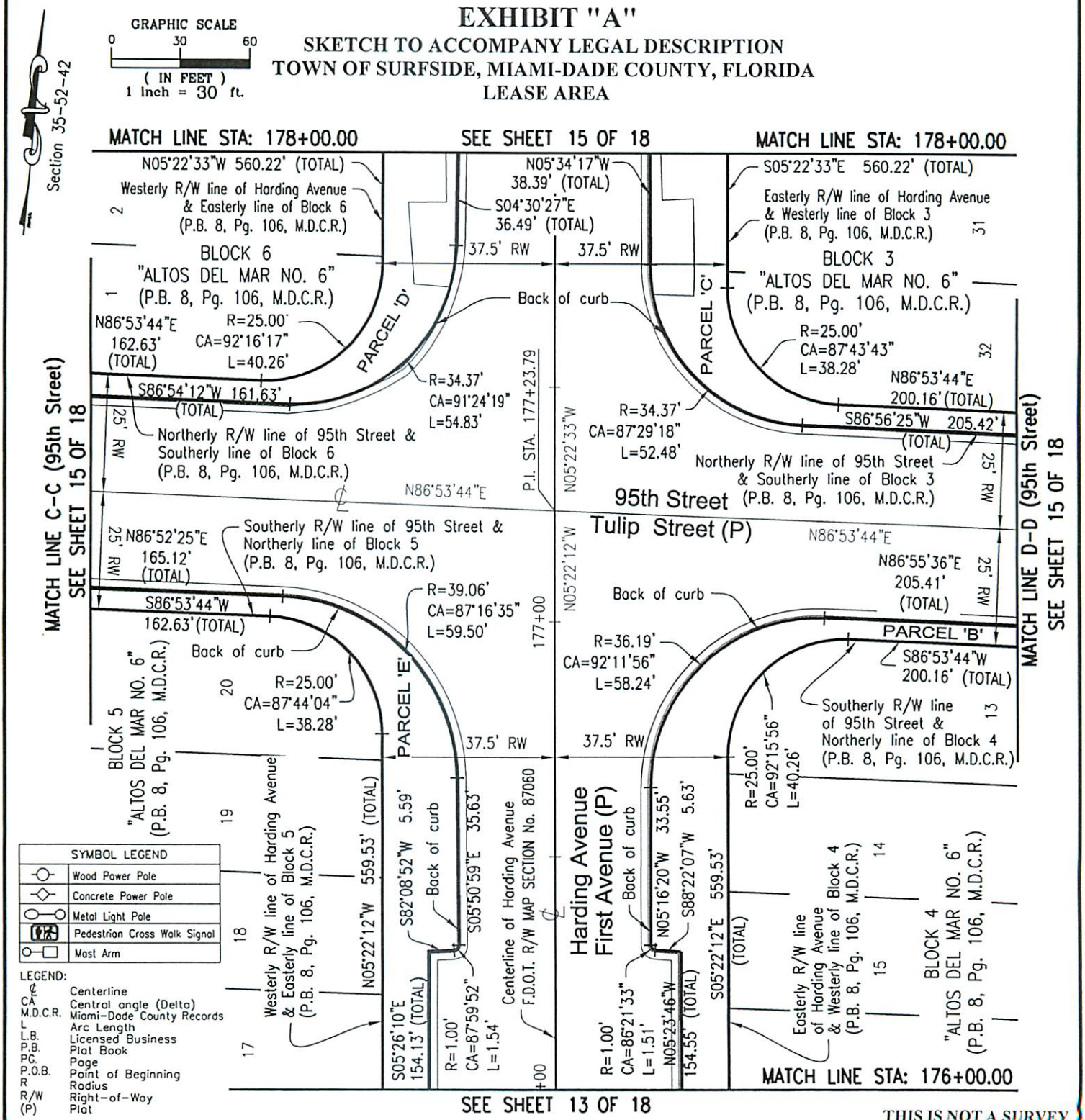

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Sheet 14 of 18

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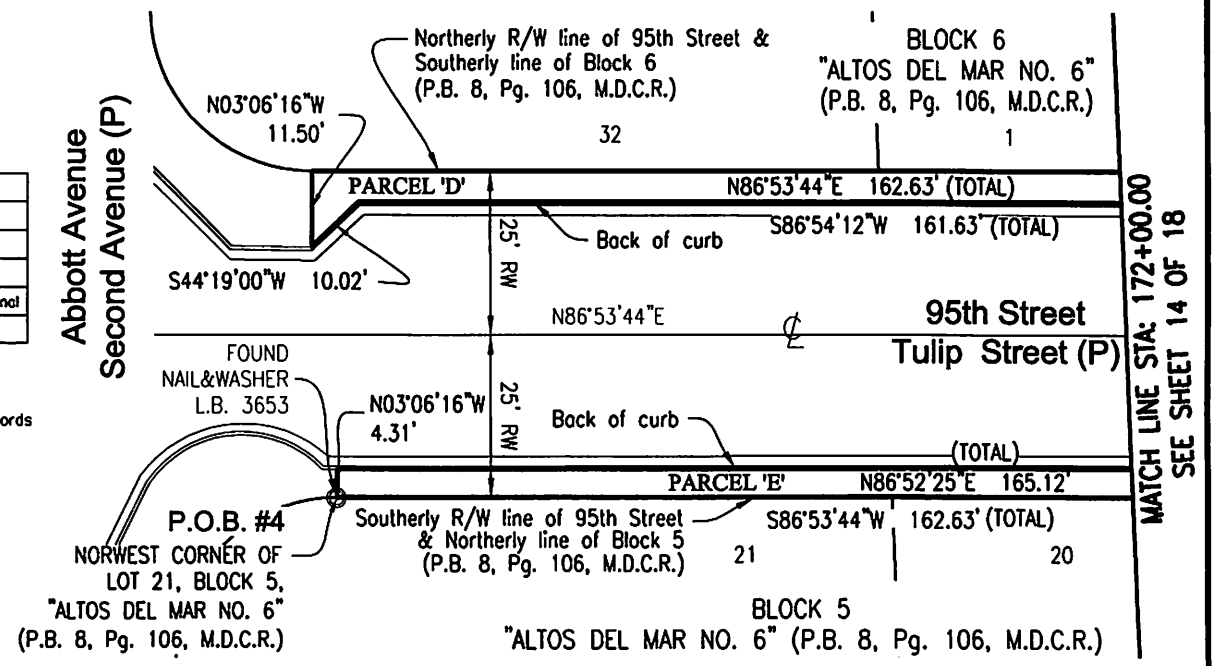

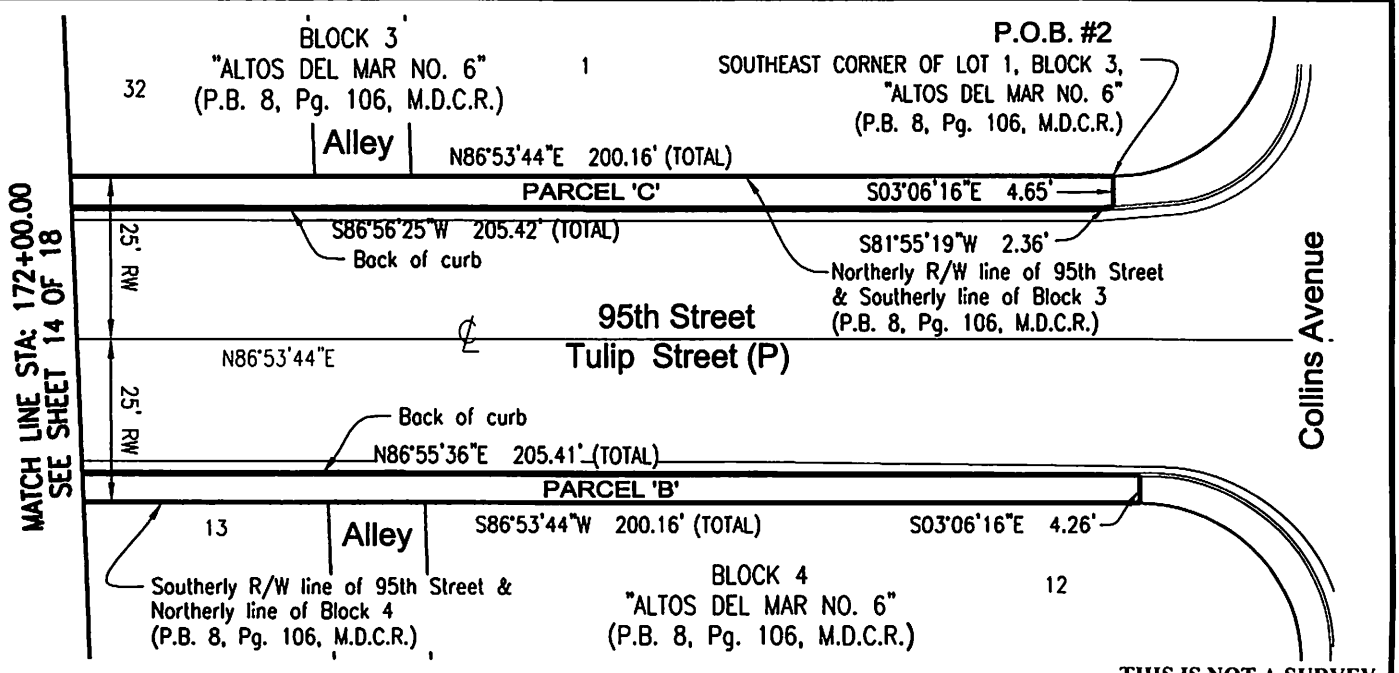

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Sheet 15 of 18

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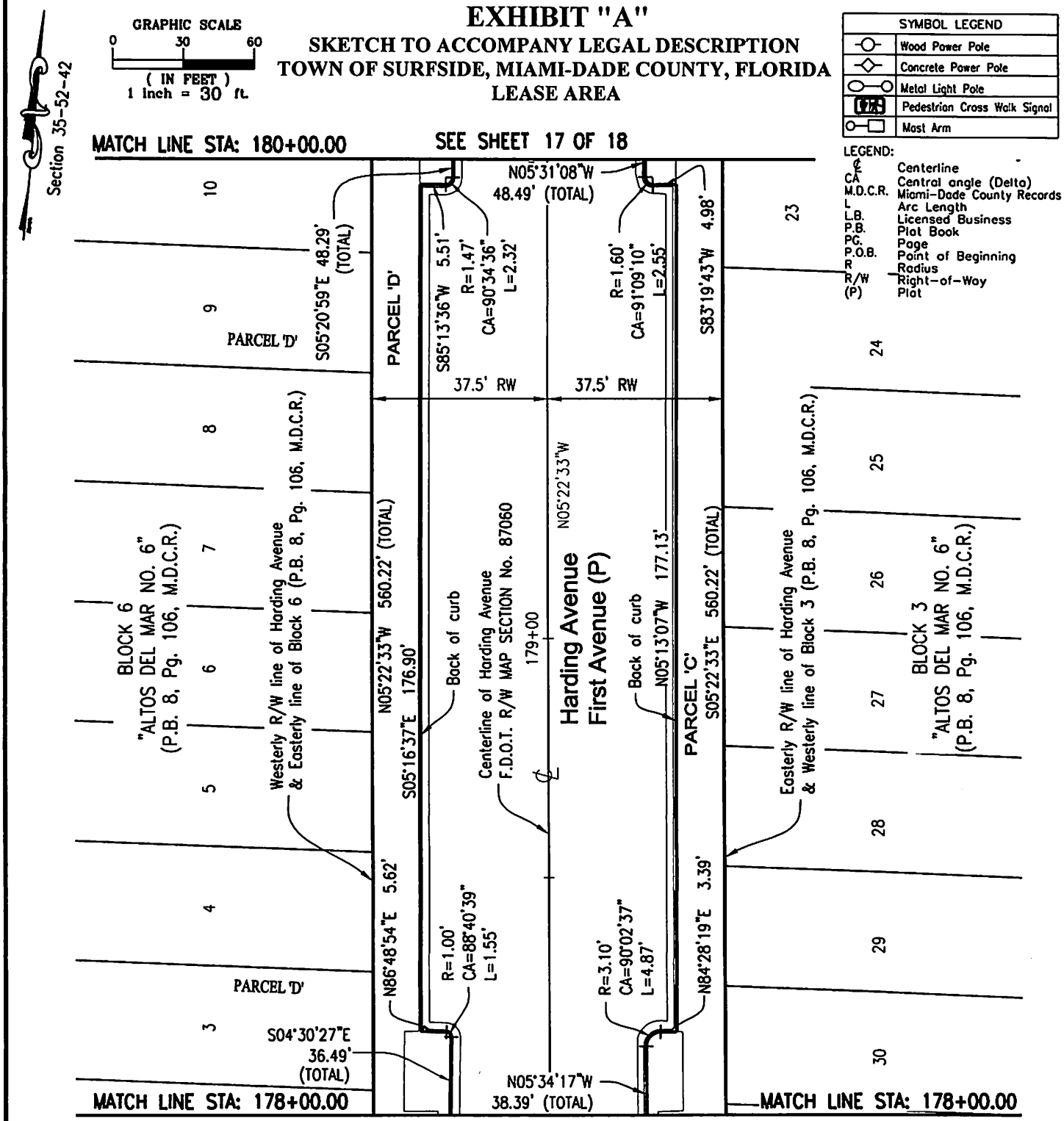

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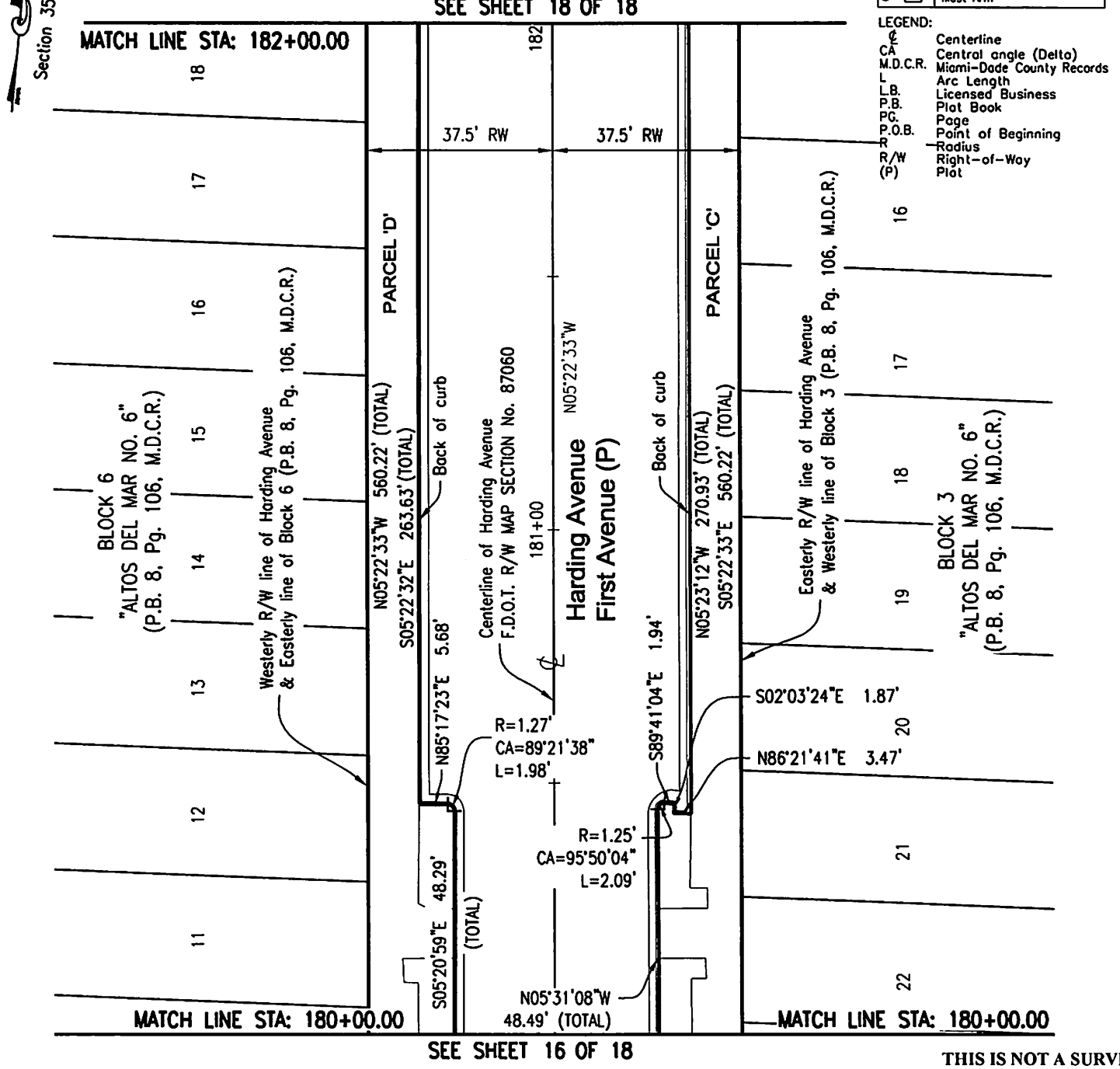

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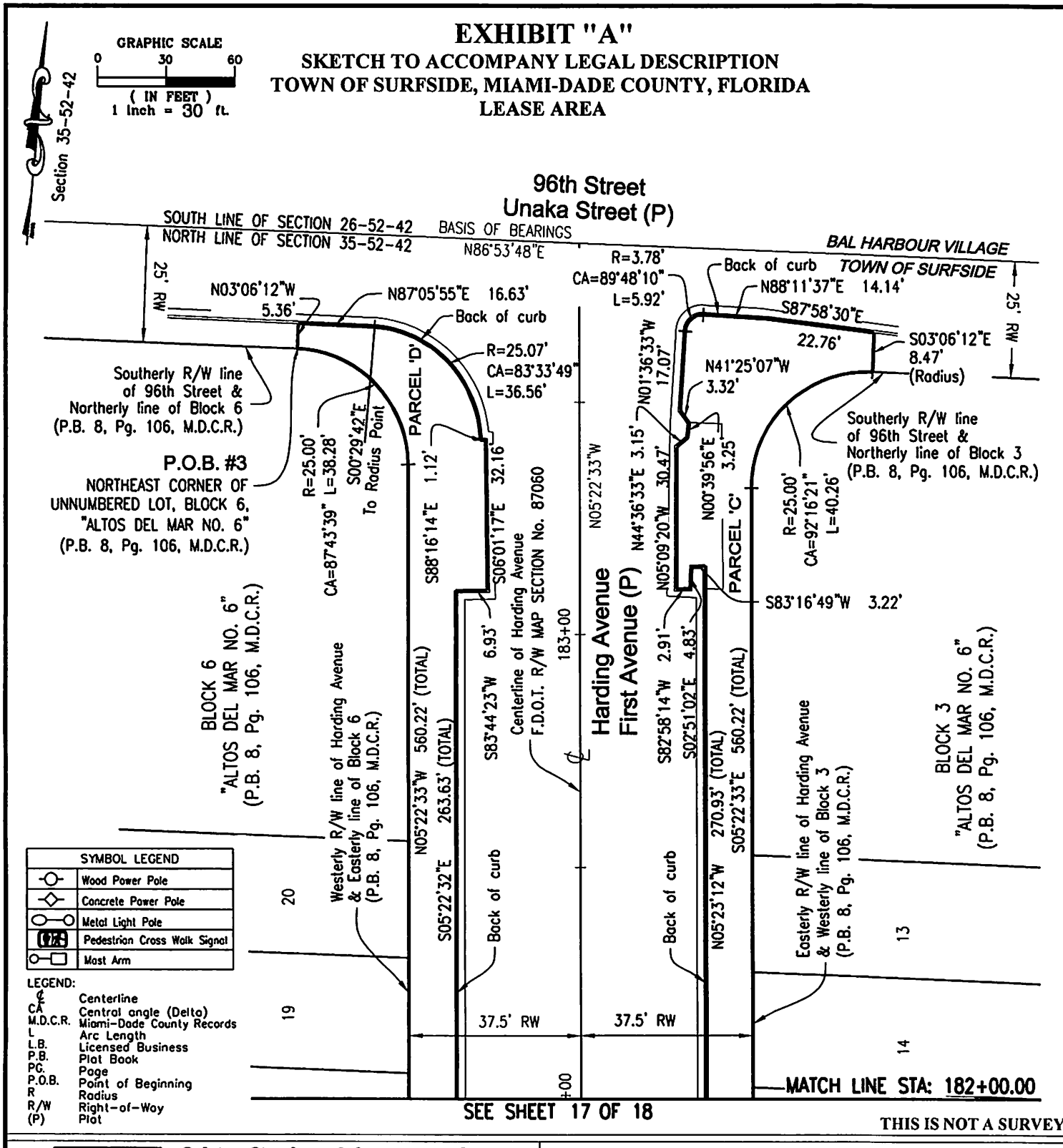

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Sheet 18 of 18

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Town of Surfside
Commission Communication

Agenda Item # 5G

Agenda Date: January 15, 2013

From: Daniel Dietch, Mayor

To: Town Commission

Copy: Town Manager
Town Attorney

Subject: Town Attorney

Background: The attached resolution and separation agreement is provided for your consideration.

RESOLUTION 13-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, TERMINATING THE EMPLOYMENT OF TOWN ATTORNEY LYNN M. DANNHEISSER PURSUANT TO SECTION 9.A. OF HER EMPLOYMENT AGREEMENT WITH THE TOWN; AUTHORIZING THE MAYOR TO ENTER INTO A SEPARATION AGREEMENT BETWEEN TOWN ATTORNEY LYNN M. DANNHEISSER AND THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, by Resolution No. 2008-1861, the Town Commission approved an Employment Agreement dated September 16, 2008 with Town Attorney Lynn M. Dannheisser (the "Employment Agreement"), which is attached hereto as Exhibit "A.";

WHEREAS, the Town Commission now desires to terminate the employment of Lynn M. Dannheisser without cause effective on the date of this meeting in accordance with Section 9.A. of the Employment Agreement;

WHEREAS, in accordance with Section 9.A. of the Agreement, the Town Commission now desires to enter into the Separation Agreement with Lynn M. Dannheisser attached hereto as Exhibit "B."

WHEREAS, Lynn M. Dannheisser has agreed to accept the terms and conditions set for in the Separation Agreement attached hereto as Exhibit "B."

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

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

Section 2. Termination of Employment. The employment of Town Attorney Lynn M. Dannheisser is hereby terminated without cause in accordance with Section 9.A. of the Employment Agreement effective on the date of this meeting.

Section 3. Approval of Separation Agreement. The Separation Agreement between Lynn M. Dannheisser and the Town attached hereto as Exhibit "B" is hereby approved and shall be effective on the date of this meeting.

Section 4. Authorization to Execute. The Mayor is hereby authorized to execute the Separation Agreement attached hereto as Exhibit "B" on behalf of the Town.

Section 5. **Effective Date.** This resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this _____day of January, 2013.

Motion by Commissioner _____, second by Commissioner _____

FINAL VOTE ON ADOPTION

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

_____
Daniel Dietch, Mayor

Attest:

_____
Sandra Novoa, Town Clerk

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

Brett J. Schneider, Special Labor Counsel to the Town

EMPLOYMENT AGREEMENT OF TOWN ATTORNEY

This Agreement is made and entered into this __**16th**___ day of **September, 2008,** between the Town of Surfside, Florida (herein after the "Town") and Lynn M. Dannheisser (hereinafter the "Employee"), pursuant to the following terms and conditions ("Agreement"):

A. Whereas, the Town wishes to continue the employment services of Lynn M. Dannheisser as the Town Attorney of the Town of Surfside but as an individual rather than through a firm; and

B. Whereas, Employee wishes to continue to act as Town Attorney for the Town, under terms and conditions set forth herein.

Now, therefore, in consideration of the mutual promises and covenants contained herein the Town and Employee agree to the following:

SECTION 1. DUTIES

A. The Town wishes to employ Lynn M. Dannheisser as the Town Attorney of the Town of Surfside to perform the duties and exercise powers as prescribed by the Town Charter, and to perform such other legally permissible and proper duties and functions as assigned by the Town Commission from time to time.

B. The Town Attorney shall perform the duties of the Town Attorney of the Town in accordance with the terms, conditions and provisions contained in this Agreement and the Charter in a professional and respectable fashion and with full decorum required of Town Attorneys generally and as required by the Rules Regulating the Florida Bar and the Guidelines for Professional Conduct. The Employee recognizes that the position of the Town Attorney is not, and cannot be, a nine-to-five employment position and, while it is agreed and understood that the Town Attorney shall attempt to perform all work on three (3) designated days per week, preferably Monday, Tuesday, and Thursday, as a condition of her employment, she nevertheless agrees to devote the time and energy, which is reasonably necessary to perform the duties required under this Agreement, carryout her responsibilities, regardless of designated days. She shall also use her best efforts to be available whenever a legal emergency arises.

SECTION 2. TERM OF AGREEMENT

A. The term of this agreement shall be effective immediately (or as soon thereafter as reasonable upon her giving notice to her law firm) and shall continue until terminated, or otherwise amended from time-to-time, by the Town Commission. The Town Attorney shall serve at the pleasure of the Town Commission.

B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Town Commission to terminate the services of the Employee at any time, subject only to the provisions set forth in Section 9 of this Agreement.

C. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from the position of Town Attorney, subject only to the provisions set forth in Section 9 of this Agreement.

D. Employee agrees to remain in the exclusive employ and neither to accept other employment nor to become employed by any other employer. Notwithstanding anything to the contrary, however, the term "employed" shall not be construed to include teaching, writing, other legal consulting or representation individually or through her firm should she choose to remain a member of same so long as the representation is not a legal conflict of interest, does not impact the employee's ability to fully undertake all obligations under this contract or is an ethical conflict of interest with her job as employee of the Town or military reserve service performed on employee's time off. Nothwithstanding anything to the contrary contained within this paragraph, the Town attorney's membership in or relationship to any firm other than her own P.A. shall never obligate the Town of Surfside in any way to do business with or work with said firm.

E. The Town agrees to retain, with the approval of the Employee, the services of a full time paralegal/assistant who will provide clerical services to the Town Attorney's office and may perform contract administration and such other functions as from time to time may be necessary. The Town agrees to provide Employee with a windowed office (if possible), furniture, and equipment necessary to perform the function of Town Attorney, including but not limited to, a wireless handheld mobile phone/device, computer, printer, etc. and the internet/phone services to operate same. All equipment shall remain the property of the Town.

SECTION 3. SALARY

A. Effective October 1, 2008, or as soon thereafter as she can resign from her current position and begin employment as an employee, the annual base salary of Employee shall be $177,656.00, which shall be payable in installments at the same time as other Employees of the Town are paid.

B. The Town Commission agrees to evaluate the performance of the Employee to determine any adjustment in annual salary and/or benefits at least once annually, pursuant to the terms of this Agreement. Any adjustments in said annual salary and/or benefits should be based upon the results of the performance evaluation, within the sole discretion of the Town Commission.

SECTION 4. AUTOMOBILE ALLOWANCE

Employee shall receive an automobile allowance not less than the current Town Manager receives, or, thereafter, if that amount is increased in the future, not less than what is received by the Town Manager

SECTION 5. RETIREMENT/DEFERRED COMPENSATION

A. The Town shall continue to contribute into a Retirement Program chosen by the Employee, a monthly contribution equivalent to 15 % of annual salary.

B. If Employee desires to participate in the ICMA deferred compensation programs, the Town agrees to execute all necessary documents or agreements provided by the ICMA Retirement Corporation and contribute into the ICMA deferred compensation programs on behalf of Employee at the level provided in paragraph (A) above.

If an ICMA 457 account (voluntary employee contribution only retirement account) is available for employee contribution, the Town agrees to make the necessary deductions for contribution into that amount.

C. Notwithstanding anything to the contrary in this contract, the Town's contribution to any and all retirement plans shall not exceed 15% of annual salary.

SECTION 6. HEALTH, LIFE, AND DISABILITY INSURANCE

A. Employee and her spouse shall receive health, dental, and vision insurance benefits currently provided to Town employees at no cost to Employee.
B. The Town shall provide Employee with a term life insurance policy equal to her salary.
C. The Town shall provide Employee with a long term disability policy at the basic plan level that is available from the Town's existing insurance provider.

SECTION 7. VACATION, PERSONAL LEAVE, SICK LEAVE AND HOLIDAYS

Commencing upon the effective date of this agreement, Employee shall be accredited with four (4) weeks vacation days per year. Employee shall be accredited with twelve (12) sick days per year. In the event of a long-term illness during the first year of employment, the Town shall pay Employee salary for the period of time uncovered by sick leave, prior to any disability policy taking effect not to exceed 90 days. Employees shall be entitled to holidays and personal days at the same rate as other Employees of the City.

SECTION 8. PROFESSIONAL EXPENSES AND DEVELOPMENT

Subject to Town policy, State law, the Town agrees to pay the reasonable professional expenses, dues, subscriptions travel and seminar fees required by the Florida Bar to maintain the Florida Bar license in active status and to continue professional development or adequately pursue necessary official and other functions of the Town, including, but not limited to, Local Government Lawyers' seminars and the International/Florida Municipal Attorneys Association Seminar.

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SECTION 9. TERMINATION AND SEVERANCE

A. In the event that the Town terminates the Employee, not for cause or for any reason as outlined in paragraph B of this section, and the Employee is willing and able to perform her duties under this agreement, the Town agrees to pay the employee's salary only a for period of _six__ (6) months. Employee shall be entitled to any accumulated vacation and sick time at the time of termination.

B. In the event Employee is terminated for cause, the Town shall have no obligation to pay Town Attorney in accordance with Paragraph 9 A. above. For the purposes of this Section "for cause" shall be defined as: (i) breach of any material term or condition of this Agreement; (ii) violation of any applicable laws or codes *(except for traffic infractions);* (iii) misconduct; (iv) gross insubordination; (v) willful neglect of duty; or (vi) violation of the Florida Code of Ethics for Public Officers and Employees, the Miami-Dade Conflict of Interest and Code of Ethics, the Town Charter, or the Town's Conflict of Interest Ordinance.

C. Upon payment of the severance payment specified in Section A, or resignation as provided for in Section D. hereinbelow, the Town shall have no further financial obligations to Employee. **The severance payment shall constitute agreed, stipulated, and liquidated damages and constitute the maximum amount of financial liability for which the Town may be liable in the event of termination or breach of contract *for any contractual claim.***

D. In the event that Employee voluntarily resigns during the Term of this Agreement, Employee shall provide the Town with sixty (60) days advance written notice, unless the parties agree in writing to a different period of time. In the event of resignation by Employee under this Section, Employee shall not be entitled to receive the severance package specified in Section A. hereinabove but the Town shall pay Employee all accrued unused vacation leave calculated at Employee's rate of pay in effect upon the date of termination

E. In the event that the Town Attorney voluntarily resigns with less than 60 days advance written notice, the Town Commission may elect to terminate Employee immediately or allow her to continue to serve until the date specified in the Employee's resignation. In the event of a resignation or termination under this paragraph, notwithstanding any other provisions of this Section, Employee shall not be entitled to receive either severance payment or vacation leave unless the Town Commission authorizes payment of same.

F. If the Town Attorney is unable to perform her duties for a period of 30 consecutive days, or a period of 60 non-consecutive days during the Term of this Agreement, due to either disability, sickness, accident, or injury as certified by a physician, this Agreement shall be deemed terminated. In the

event of Employee's death, this Agreement shall be deemed terminated. If the Agreement is terminated under this Section, then the severance payment specified in Section A. hereinabove shall not be applicable.

G. Unless otherwise specified in this Agreement, upon termination or expiration of this Agreement, Employee or her beneficiaries, shall be entitled to receive payment of any accrued or unused sick or vacation leave in accordance with the terms of this Agreement, as may be amended from time to time. If Employee is terminated for cause, sick, severance and vacation leave shall not be paid.

SECTION 10. OTHER CUSTOMARY BENEFITS

The Town shall afford the Employee the right to participate in any other benefits or working conditions as provided for the Administrative and Management Employees of the Town.

SECTION 11. INDEMNIFICATION

The Town shall defend, save harmless and indemnify the Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in connection with the performance of the Employees duties as Town Attorney. The Town, or its insurance carrier, will pay or settle any such claim or suit or judgment rendered thereon.

SECTION 12. MISCELLANEOUS

A. Complete Agreement. It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

B. Severability. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portions thereof, shall not be affected and shall remain in full force and effect.

C. No Waiver. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

D. Obligations Personal. The rights and obligations herein granted are personal in nature and cannot be transferred by the Town Attorney.

E. Florida Law. This Agreement shall be governed by Florida Law and any litigation which may arise from this Agreement shall be filed and litigated in Dade County, Florida.

F. If either party must enforce the terms of this agreement through a mediation or court proceeding, the prevailing party may recover attorney's fees.

G. This contract is subject to the ratification of the Town Commission of the Town of Surfside.

IN WITNESS WHEREOF, the Town of Surfside, by signature of the Mayor as authorized by Commission by motion made on September 11, 2008, and Town Attorney (Employee) have signed and executed this Agreement the day and year first above written.

TOWN OF SURFSIDE

ATTEST:

By:_____
Charles Burkett, Mayor

Beatris M. Arguelles, Town Clerk

Approved as to form and legal sufficiency:

Jeff Cazeau, Assistant Town Attorney

Town Attorney

Lynn M. Dannheisser

SEPARATION AGREEMENT AND GENERAL RELEASE

This Separation Agreement and General Release ("Agreement") is entered into by and between Lynn M. Dannheisser ("DANNHEISSER") and the Town of Surfside, Florida (the "TOWN"), jointly referred to herein as the "Parties."

WHEREAS, DANNHEISSER is employed by the TOWN as Town Attorney pursuant to an Employment Agreement dated September 16, 2008 (the "Employment Agreement");

WHEREAS, the TOWN now desires to terminate the employment of DANNHEISSER without cause and without objection by DANNHEISSER, effective January 15, 2013, in accordance with Section 9.A. of the Employment Agreement; and

WHEREAS, DANNHEISSER has fully and well performed her duties as Town Attorney and in recognition of DANNHEISSER's distinguished service on behalf of the TOWN, and in accordance with their obligations under the Employment Agreement, the Parties wish to enter into this Agreement.

NOW, THEREFORE, in consideration of their mutual promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **Recitals.** The Recitals above are incorporated herein.

2. **Last Day of Employment.** The Parties agree that, upon the approval of the Town Commission, DANNHEISSER's last day of employment as Town Attorney shall be January 15, 2013.

3. **Full and General Waiver of All Rights and Claims.**

A. DANNHEISSER hereby knowingly and voluntarily releases, waives, and forever discharges any and all claims, rights, demands, actions, or causes of actions, of any kind whatsoever, known or unknown, foreseen or unforeseen, foreseeable or unforeseeable, and any consequences thereof, which she has or may have against the TOWN (including but not limited to, its current and former employees, agents, administrators, representatives, Town Commission, successors and assigns) from the beginning of the world until the date of execution of this Agreement or the approval of this Agreement by the Town Commission, whichever shall occur later, including, but not limited to, any claim(s) under:

- The Employment Agreement;
- Title VII of the Civil Rights Act of 1964;
- The Civil Rights Act of 1991;
- The Florida Civil Rights Act of 1992;
- Sections 1981 through 1988 of Title 42 of the United States Code;
- The Constitutions of the United States and the State of Florida;
- The Age Discrimination in Employment Act;
- The Older Workers Benefit Protection Act;
- Florida Wage and Hour laws;
- Florida and federal whistle-blower laws, including § 112.3187, Florida Statutes;
- The Internal Revenue Code;
- The Rehabilitation Act;
- The Consolidated Omnibus Budget Reconciliation Act;
- The Immigration Reform and Control Act of 1986;
- The Americans with Disabilities Act of 1990;
- The Fair Labor Standards Act;
- The Equal Pay Act of 1963;
- The Family and Medical Leave Act of 1993;
- Any other federal, state, or local civil or human rights law or any other federal, state, or local law, regulation, or ordinance;
- The TOWN's employment policies, whether written or oral, and regardless of whether contained in the TOWN Charter, Code, employment manual/handbook or elsewhere; and/or
- Any public policy, contract or common law claims, including any tort claims (e.g., negligent or intentional infliction of emotional distress; negligent retention,

supervision or training; defamation; assault; battery; false imprisonment; wrongful termination; loss of consortium; etc.), whether based on common law or otherwise.

B. The TOWN hereby knowingly and voluntarily releases, waives, and forever discharges any and all claims, rights, demands, actions, or causes of actions, of any kind whatsoever, known or unknown, foreseen or unforeseen, foreseeable or unforeseeable, and any consequences thereof, which it has or may have against DANNHEISSER from the beginning of the world until the date of execution of this Agreement or the approval of this Agreement by the Town Commission, whichever shall occur later.

C. DANNHEISSER and the TOWN acknowledge and agree that this release and waiver bars any claim or demand for damages, costs, fees, or other expenses, including attorneys' fees, incurred in connection with DANNHEISSER's employment with the TOWN, her separation from employment, or with any of the above-referenced claims. DANNHEISSER and the TOWN understand and agree that with respect to the claims they are waiving in this Agreement, they are waiving not only the right to recover money or other relief in any action they might institute, but also that they are waiving any right to recover money or any other relief whatsoever in any action that might be brought on their behalves by any other person or entity, including but not limited to, the United States Equal Employment Opportunity Commission or any other federal, state or local government agency or department.

D. DANNHEISSER and the TOWN understand that the foregoing waiver and release fully and finally resolves and releases any and all disputes they may have against each other with respect to any alleged acts occurring before the Effective date of this Agreement, whether those disputes presently are known or unknown, suspected or unsuspected.

4. **No Pending Lawsuits, Claims or Charges and Covenant Not to Sue.** DANNHEISSER and the TOWN represent that each have no charges or claims pending against the other with any federal, state or local agency or department and that they do not have pending before any court any dispute of any kind against the each other. DANNHEISSER and the TOWN further represent and agree that they will not hereinafter pursue, initiate, or cause to be instituted any dispute released herein against the each other, and represent that they have not heretofore assigned or transferred, or purported to have assigned or transferred, to any entity or person, any dispute released herein. If it is determined that DANNHEISSER or the TOWN have any lawsuit, charge or claim of any kind pending against each other, the Parties agree to dismiss all such charges, claims and/or lawsuits with prejudice immediately upon execution of this Agreement. DANNHEISSER also agrees that, for a two (2) year period following the Effective Date of this Agreement, she will not represent any party in any matter before the TOWN and will not represent any party whose interests are adverse to the TOWN.

5. **Consideration.** In consideration of DANNHEISSER's waiver and release of all claims against the TOWN and the other consideration provided to it under this Agreement, the TOWN agrees to provide only the following severance benefits to DANNHEISSER:

a. A lump sum severance payment equivalent to six (6) months of DANNHEISSER's current annual base salary (i.e., base pay) as of January 15, 2013 (less any applicable withholdings and appropriate payroll deductions) in accordance with Section 9.A. of the Employment Agreement. Such payment shall be made within ten (10) calendar days of the Effective Date of this Agreement as set forth in Paragraph 9 of this Agreement.

b. A lump sum payment for all of DANNHEISSER's accrued and unused vacation and sick leave as of January 15, 2013 (less any applicable withholdings and appropriate payroll deductions) in accordance with Section 9.A. of the Employment Agreement. Such payment shall be made within ten

(10) calendar days of the Effective Date of this Agreement as set forth in Paragraph 9 of this Agreement.

c. The TOWN agrees to pay for the first six (6) months (i.e., February 1, 2013 through July 31, 2013) of DANNHEISSER's COBRA continuation coverage for health, dental and vision insurance (employee only). If DANNHEISSER wishes to continue to participate in the TOWN's health, dental and/or vision insurance policies through COBRA beyond July 31, 2013, DANNHEISSER shall be solely responsible for the premium payments for such COBRA continuation coverage.

The Parties agree and acknowledge that the benefits delineated above constitute good, valuable and sufficient consideration for DANNHEISSER's full wavier and release of all claims, and her fulfilling all of her promises as set forth herein.

6. **Indemnification.** In accordance with Section 11 of the Employment Agreement, the TOWN shall defend, save harmless and indemnify DANNHEISSER against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in connection with the performance of DANNHEISSER's duties as Town Attorney. The TOWN, or its insurance carrier, will pay or settle any such claim or suit or judgment rendered thereon.

7. **Time to Consider Signing Agreement.** DANNHEISSER acknowledges that she has been given a reasonable period of time of not less than twenty-one (21) calendar days within which to decide whether to sign this Agreement. DANNHEISSER understands and agrees that any changes or amendments to this Agreement, whether material or not, will not re-start the twenty-one (21) day period. DANNHEISSER understands and agrees that she can use all or any part of the twenty-one (21) day period to decide whether to sign this Agreement. DANNHEISSER further acknowledges that she has, in fact, taken a reasonable period of time to consider this Agreement.

8. **Seven (7) Day Period to Revoke.** DANNHEISSER understands that she can revoke this Agreement within seven (7) calendar days after she signs it. (The seven day revocation period is counted by calendar days. If the seventh day falls on a Saturday, Sunday or legal holiday, the seventh day will be the next business day.) Any revocation within this period must be in writing and must be received by hand or by certified mail by the TOWN's Human Resources Director, Yami Slate-McCloud, by 5:00 p.m. on the seventh (7) day following her execution of the Agreement. DANNHEISSER understands and agrees that, in the event that she revokes this Agreement, this Agreement will become null and void, and the TOWN will owe nothing pursuant to this Agreement.

9. **Effective Date.** This Agreement will become effective when each of the following conditions is met: 1) DANNHEISSER executes this Agreement; 2) the seven (7) day revocation period set forth in Paragraph 8 above expires; and 3) the Town Commission publicly approves this Agreement. When the Agreement becomes effective, the TOWN will execute it. In the event that the Town Commission does not publicly approve the Agreement, the Agreement is null and void.

10. **Confidentiality.** DANNHEISSER agrees that, except as required by a lawful order of a court of competent jurisdiction or to the extent that she has received written authorization from the TOWN, she will not, at any time or in any manner whatsoever, either directly or indirectly, reveal, divulge, disclose, or communicate to any person, firm or corporation any TOWN documents or information that are exempt or confidential under Chapter 119, Florida Statutes, including but not limited to documents or information that constitute non-public attorney work product or attorney-client privileged communications under Chapter 119, Florida Statutes.

11. **Non-Disparagement.** DANNHEISSER agrees that she will not engage in any conduct or communication designed to disparage the TOWN, its elected officials, Town Manager or Town employees. The TOWN's elected officials, Town Manager and Department Heads agree that they will not engage in any conduct or communication designed to disparage DANNHEISSER.

12. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida. The Parties voluntarily waive any right to trial by jury in the event of any litigation between the Parties which in any way arises out of this Agreement. The prevailing party in any dispute under this provision shall be entitled to recover its/her reasonable attorneys' fees and costs from the non-prevailing party.

13. **Severability.** If any provision of this Agreement is declared illegal or unenforceable by any court of competent jurisdiction and if it cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. The language of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly construed for or against either party. If the waiver language of this Agreement is declared unenforceable because of actions taken by DANNHEISSER or on her behalf, DANNHEISSER shall return all monies paid to her under this Agreement with ten (10) calendar days of the date on which the Agreement is declared unenforceable and this Agreement shall immediately become null and void, and the TOWN will owe nothing further pursuant to that Agreement.

14. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties and shall supersede any and all prior agreements, understandings, whether written or oral, between the parties, except as otherwise specified in this Agreement. The Parties acknowledge that they have not relied on any representations, promises, or agreements of any kind made to each other in connection with their respective decisions to sign this Agreement except for those set forth in this Agreement.

15. **Amendment.** This Agreement may not be amended except by written agreement signed by all parties and approved by the Town Commission.

16. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which that party believes is a violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

17. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.

18. **Headings.** Section headings are used herein for convenience of reference only and shall not affect the meaning of any provisions of this Agreement.

19. **Acknowledgment.** The Parties agree that they have carefully read, understand and fully considered this Agreement consisting of nine (9) pages. The Parties also acknowledge that they enter into this Agreement voluntarily, without any pressure or coercion and with full knowledge of its significance. The terms of this Agreement are the product of compromise between the TOWN and DANNHEISSER.

IN WITNESS WHEREOF, the parties hereto knowingly and voluntarily executed this Agreement as of the date set forth below.

Lynn M. Dannheisser

By: _____
Lynn M. Dannheisser

Date: 1/8/13

Town of Surfside

By: _____
Daniel Dietch, Mayor

Date: _____

Attest:

_____
Sandra Novoa, Town Clerk

Approved as to Form and Legal Sufficiency
For the Town of Surfside Only:

_____
Brett J. Schneider, Special Labor Counsel to the Town

Town of Surfside
Commission Communication

Agenda Item # 9A

Agenda Date: January 15, 2013

Subject: Downtown Streetscaping Master Plan

Resulting from a concern of Commissioner Kligman's that The Surf Club redevelopment could have a negative impact on the Surfside Downtown Business District, the developer offered $400,000 in a voluntary proffer for downtown streetscape improvements at the Town Commission Meeting of October 15, 2012. Approved by the entire Town Commission at that meeting, this capital investment in Surfside's downtown stands to increase by an additional $250,000 should the Town Commission approve a similar voluntary proffer by Chateau, the developers of the Best Western site, at the scheduled January 24, 2013 Town Commission Meeting. This proffer is included in the proposed redevelopment plan unanimously supported by the Planning and Zoning Board at their meeting on December 4, 2012.

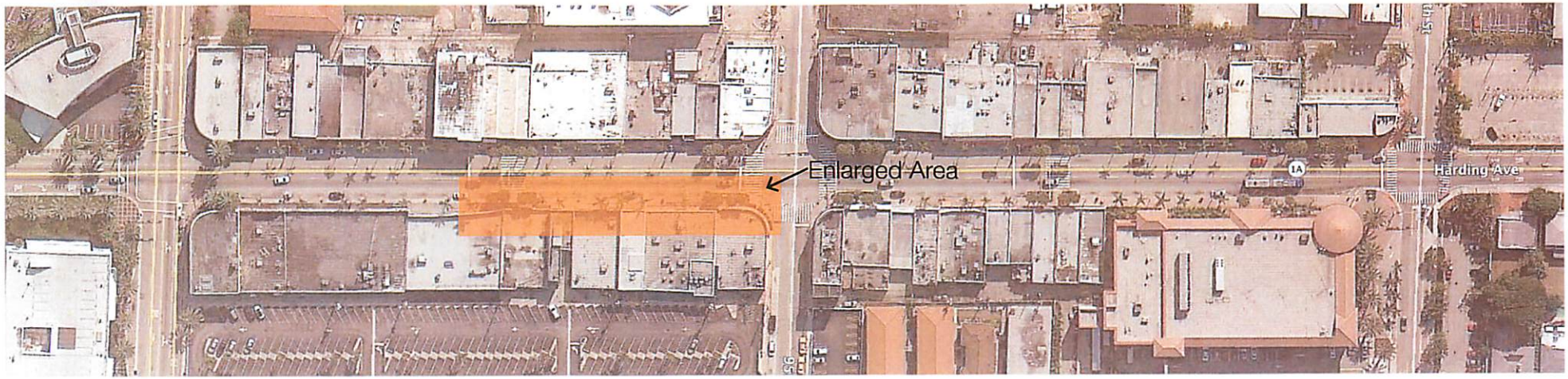
The Downtown Vision Advisory Committee discussed an improved downtown streetscaping plan at its November 28, 2012 meeting and has reviewed the attached conceptual renderings (Attachment A) at a January 9, 2013 meeting. These renderings have also been provided to the Surfside Business Association.

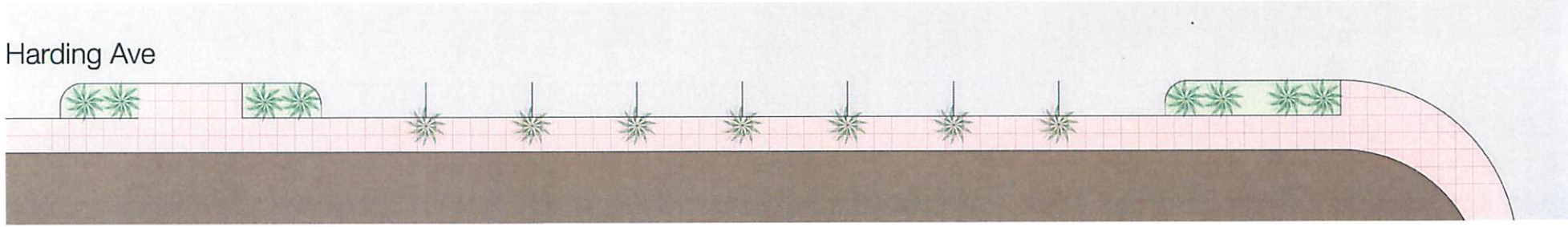
Produced by C3TS, a vetted and experienced firm from the Town Commission approved roster of engineering firms (Town Commission Meeting November 9, 2010), this series of conceptual renderings of an improved downtown streetscape are possible through the use of the voluntary proffers.

The Town Administration seeks Town Commission approval to proceed with C3TS to produce a more detailed plan, accompanied by all related costs, for this project. This plan will come back to the Town Commission for review and discussion as soon as possible as this project can be completed over the spring/summer before the fall/winter 2013/14 season begins.

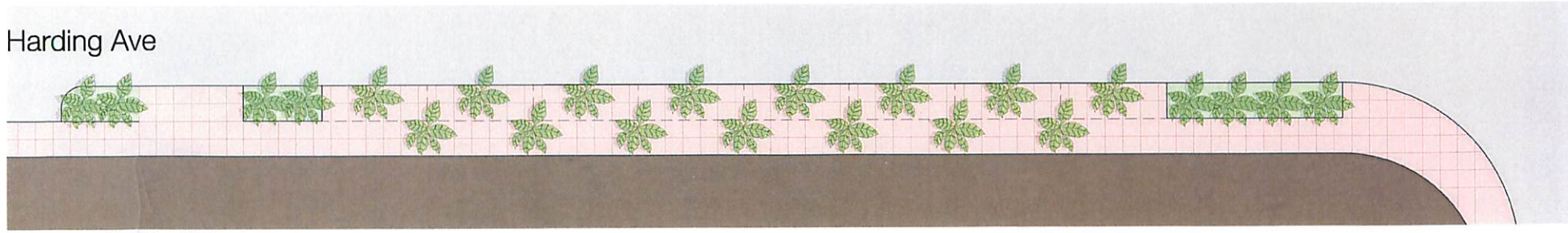
TEDACS Director
Duncan Tavares

Town Manager
Roger M. Carlton





Existing Typical Block



Proposed Typical Block

Enlarged Typical Block Plans

Existing View Looking East on Harding Avenue between 95th and 96th Street

Proposed View Looking East on Harding Avenue between 95th and 96th Street

TOWN OF SURFSIDE FLORIDA MIAMI-DADE COUNTY

January 2013 Stantec

Existing Typical Elevation on Harding Ave between 95th and 96th Street

Proposed Typical Elevation on Harding Ave between 95th and 96th Street

Existing View Looking South on Harding Avenue from 96th Street

Proposed View Looking South on Harding Avenue from 96th Street

TOWN OF SURFSIDE FLORIDA MIAMI-DADE COUNTY

January 2013 Stantec

Existing view looking South on Harding Ave. from 96th Street

Proposed view looking South on Harding Ave. from 96th Street

Existing View Looking South on Harding Avenue from 96th Street

TOWN OF SURFSIDE FLORIDA MIAMI-DADE COUNTY

January 2013 Stantec

Proposed View Looking South on Harding Avenue from 96th Street

Existing view at night looking South on Harding Ave. from 96th Street

Proposed view at night looking South on Harding Ave. from 96th Street

Typical Existing Sidewalk

Proposed Typical Extended Sidewalk

Existing Typical Sidewalk on Harding Ave

Proposed Typical Expanded Sidewalk on Harding Ave

Town of Surfside
Town Commission Meeting
January 15, 2013
7 p.m.
Town Hall Commission Chambers - 9293 Harding Ave, 2nd Floor
Surfside, FL 33154

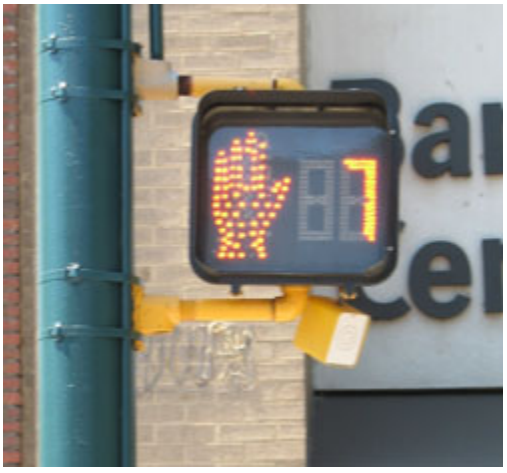
DISCUSSION ITEM MEMORANDUM

Title: **Red Light Camera Legislative Urging**

Submitted by: Daniel Dietch, Mayor

Objective: To provide direction to the Town Attorney to draft a resolution urging the Governor and Florida Legislature to require pedestrian signal lights with a numeric countdown feature at any intersection where a red light camera is installed.

Consideration: The uses of red light cameras provide many public safety benefits**.** However, as most drivers are aware, it is often difficult to know when a traffic light will change from green to yellow to red, which can lead to confusion and poor decisions. Therefore, to further the public safety benefits of red light cameras, I am suggesting that the Town of Surfside urge the Governor and Florida Legislature to require the installation of pedestrian signal lights with a numeric countdown feature at any intersection where a red light camera is installed. An example of a pedestrian signal lights with a numeric countdown feature is presented below:



MEMORANDUM

TO: Elected Officials

FROM: Roger M. Carlton, Town Manager

CC: Bill Evans, Public Works Director

DATE: December 11, 2012

Subject: Traffic Study

During the May 8, 2012 Town Commission meeting, a Town-wide Traffic Study was awarded to CGA. The purpose of this study was:

1. Provide an independent analysis of existing traffic conditions in Surfside that would incorporate the cumulative impacts of the various projects underway. The study achieves that goal through the year 2017. The Shul expansion, Grand Beach Surfside, Transacta Lanai and Surf Club projects are included. The Chateau is not included as it lessens traffic impacts due to the transition from a hotel to a condominium.

2. Provide a comprehensive document to use for Miami Dade County approval of replacing or upgrading various traffic calming devices that were impacted by the water/sewer/storm drainage project. The process for obtaining such approval is included in the study.

3. Provide the Town Manager with a study that assesses the impact of the expansion of Bal Harbour Shops. The study concludes that the worst traffic impacts through 2017 will be on the east bound movements along 96th Street, not unexpected given current conditions which will be exacerbated by the expansion of the Bal Harbour Shops.

4. The study also provides a model that we can use for future analysis of major developments. This will be very helpful as additional information to that which has been made available only by the developer's traffic study.

The only action recommended for the Town Commission to take at this juncture is to receive the study and authorize a public involvement campaign. This is necessary for obtaining a vote by impacted residents near the traffic calming devices as required under Miami Dade County procedures. While the Town Commission is not requested to make any decisions at this time, Staff welcomes your input.

RMC/drh

Town of Surfside
Commission Communication

Agenda Item #: 9D

Agenda Date: January 15, 2013

Subject: FPL Undergrounding Status Report - Update

This month's status report is the third in a series. The November and December 2012 reports appear as Attachment 1 and 2.

Additional items for your review include:

Attachment 3A – G which are a variety of studies and recent articles analyzing the merits of undergrounding projects from a reliability standpoint and the relative differences of wind and flood protection. The Administration does not have the expertise to evaluate these and suggests that you review the documents and draw your own conclusions.

Attachment 4 is the quarter page advertisement which has appeared twice in the Miami Herald Neighbors announcing five televised public information meetings to discuss the project.

Attachment 5A and 5B are the Frequently Asked Questions (FAQs) that have been prepared by Staff (5A) for the Surfside specific project and by FPL (5B) for undergrounding projects in general. After the first public meeting which was held on January 10, 2013, the Surfside FAQs will be modified and a letter will be sent to all Surfside homeowners and businesses.

Attachment 6A – C reflects three different financing scenarios for the project. The cost per month for the residential units is estimated to be $10.00 to $12.00 and commercial customers would be $20 – $50 depending on consumption. These numbers will be finalized in February, 2013 to assist the final decision on the part of the Town Commission.

In summary, January, 2013 will be a month for public input and finalizing the costs. There are no decisions to be made by the Town Commission this month.

Roger M. Carlton, Town Manager

Bill Evans, Public Works Director

Donald Nelson, Finance Director

Town of Surfside
Commission Communication

Agenda Item #: 9C

Agenda Date: November 13, 2012

Subject: Undergrounding Utilities

Recommendation: It is recommended that the Town Commission authorize the retention of JoLinda Herring of Bryant Miller Olive and Sergio Masvidal with The Public Financial Management Group to assist Staff with studying the financing for the project to underground the electric, telephone and cable systems in all areas of the Town which are currently served above ground. It is further recommended that Staff be authorized to enter into discussions with AT&T and Atlantic Broadband to finalize cost estimates for their element of the project and bring back a comprehensive report for review during the December 11, 2012 Town Commission meeting.

Background: The Town Commission authorized Ric Man Construction to build our water/sewer/storm drainage system by adopting Resolution No. 11-2028 on June 14, 2011. This project included $300,000 to install conduit for future undergrounding of electric, cable, telephone and fiber optic in all locations where the street pavement would have to be crossed in the future if an undergrounding project were approved. Further, the Town Commission authorized the expenditure of $59,844 for FPL to prepare a binding cost estimate to complete the electric portion of the work.

Project Cost: The binding cost estimate (Attachment 1) was received on September 27, 2012 and has been analyzed by Staff. The cost estimate for the project is:

$7,486,221	Construction by FPL
(1,871,555)	Credit for "hardening the system"
$5,614,666	Construction cost by FPL
59,844	Credit for cost study (engineering deposit)
$5,554,822	Net construction cost by FPL
(1,800,000)	Savings if Town manages the construction with FPL approved contractors
$3,754,822	Net construction cost by Town
1,000,000	Cable TV undergrounding cost
1,000,000	AT&T undergrounding cost

700,000	VISTA waterproof electric transformers
645,482	Contingency and construction inspection
$7,100,304	Town cost for undergrounding all utilities
1,800,000	Estimated cost to bring power to all homes and commercial structures
$8,900,304	Total cost before voluntary proffers
(700,000)	Funds available from voluntary proffers from Surf Club ($300,000), Grand Beach ($185,000) and the Shul ($215,000)
$8,200,304	**Full estimated financing need for the project**

What does the Project include: The FPL project includes 267,685 feet (50 miles) of cable; 24 switch cabinets and 307 transformers. FPL will remove 470 poles and 278 overhead transformers.

The specific requirements for AT&T and Atlantic Broadband are not yet known, however, the cost estimates have been reasonably validated by both companies. If the Town Commission gives authority to continue analysis of the project, Staff will enter into discussions with AT&T and Atlantic Broadband to determine if they will fund any portion of the cost. We will also require AT&T to install the capability for U-verse. It is also possible that extending the term of the cable and telephone franchise agreements may result in some cost reduction.

How do we pay for this: There are a number of sources for financing including a competitive private placement like we used for the water/sewer/storm drainage project. There are also sources like the State Loan Pool administered by the Florida League of Cities. To select the best funding sources is the role of our financial advisor in conjunction with the Finance Director. It should be remembered that interest rates at this time are near all-time lows.

The source of repayment is authorized by the Mechanism for Governmental Recovery of Underground Fees (MGRUF) element of FPL's tariff (Attachment 2), which allows the placement of a 15 percent of the monthly bill not to exceed $30.00 per month addition on all residential units (estimated to be 2200 units) and $50 per month for every 5000 KW hours of consumption for commercial properties (38 buildings). This additional cost may be placed on the electric bill for up to 20 years. Staff is in the process of analyzing this revenue stream and believes that the monthly fee will be less than the maximum allowable and the full twenty years will not be required. If the Town Commission authorizes Staff to move forward with the analysis, much more refined estimates will be provided during the December 11, 2012 Town Commission meeting.

There is also the possibility of establishing a Coastal Barrier Infrastructure Financing District which must be approved by the voters. This approach will also be discussed at the December 11, 2012 Town Commission meeting.

Next steps: It is important to understand that the FPL binding cost estimate is only good until late March, 2013. If a decision is not reached by that date, the cost estimate becomes invalid and

FPL will require another $60,000 to update the estimate. Therefore the following calendar is recommended:

November, 2012 Town Commission meeting: Authorize the retention of Bryant Miller Olive and The Public Financial Management Group to serve as bond counsel and financial advisor. Establish a citizen's advisory committee similar to the water/sewer/storm drainage project and the parking structure advisory committee.

December, 2012 Town Commission meeting: Review full cost analysis including details from AT&T and Atlantic Broadband. Review detailed financing plan and resolve any issues related to fairness of funding procedures from single family, commercial and multi-family sources.

January, 2013 Town Commission meeting: Authorize a very significant public information campaign. Make a final determination that a series of public hearings will be held in February, 2013.

February, 2013: Hold a series of public hearings and attend condominium association board meetings. Inform all commercial property owners as well.

March, 2013: Make a final decision on the project and authorize the financing.

Project Implementation: The project will be built in three phases similar to the water/sewer/storm drainage project. The overall project is estimated to require nine months for conduit installation and six months to complete energizing all areas. Areas are energized by blocks as the system is installed and properties are served underground.

The Town will retain a group of electrical contractors to do the work on private property from the main line in the easement to the service on the property. In some cases the property may need or the owners may want to upgrade their service. That will be determined by the electrical contractor and Building Official in conjunction with the property owner and is expected to be a concern only to a very small number of properties. If the Town Commission wishes, the Town could provide financing in the case of demonstrable financial hardship and be repaid over time.

The cost of converting the AT&T and Atlantic Broadband systems from the easement to the home is much less than the electrical system. The same electrical contractors retained by the Town will do this work.

Hardening and Aesthetics: The benefits of hardening the system fall into three categories. The first is wind resistance for our nearly 75 year old electrical system. There is no question that wind resistance will be enhanced if the system goes underground. The second category is flood resistance. Suffice it to say that all bets are off if we have a tidal surge that covers the Town, however, the length of time to recover is greatly enhanced if the VISTA waterproof electric transformer boxes are used. Further, FPL's protocols for re-energizing after storms have clearly

shown that underground areas are brought up much faster than areas that require replacement of lines due to wind damage including fallen trees.

The aesthetics improvement of undergrounding is clear and cannot be questioned. While this may not be a priority for all residents, the improvement to property values when the project is complete helps to make the case.

Conclusion: Surfside has been considering undergrounding utilities for many years. The Town Commission has shown great foresight by providing the conduit for crossing the streets as an element of the water/sewer/storm drainage system and authorizing the FPL cost study. The data is now in and it is time to authorize the financial analysis as well as the process for citizen involvement.

This project will be a game changer of the magnitude of the Community Center and the water/sewer/storm/drainage project. The enormous benefit for hurricane recovery is clear. The financing is achievable, construction costs are very low and the team is in place to manage this project.

The Administration looks forward to receiving the Town Commission direction to allow the decision to be made within the timeframe proposed.

Bill Evans, Public Works Director

Roger M. Carlton, Town Manager

Donald Nelson, Finance Director

Florida Power & Light Company, 2455 Port West Blvd., West Palm Beach, FL 33407

FPL

September 27, 2012

Mr. Bill Evans
Public Works Director
Town of Surfside
9293 Harding Ave.
Surfside, FL 33154

Re: Town of Surfside
Electric Facilities Conversion
Entire Town Limits -Binding Cost Estimate
WR # -4269737, -4269749, -4269755

Dear Mr. Evans:

FPL welcomes the opportunity to assist you in determining if underground service is right for your area. As per your request, FPL has completed a binding cost estimate for the project designated as the Surfside Conversion project. The binding cost estimate amount, known as the Contribution In Aid of Construction (C.I.A.C.), required for converting the area to underground is $5,614,666.00. This amount is based on the proposed underground design inclusive of the Vista switch technologies as requested by the Town. The underground drawings for the project are being finalized and a full set will be sent to you once they are complete. In addition, the cost estimate includes a more than $ 4.8 million adjustment credit for both FPL's Government Adjustment Factor (G.A.F.) Waiver and as required in the C.I.A.C. formula, tariff Section 12.1, credit for an equivalent overhead system designed at the current hardened (i.e. extreme wind) standard. Further the cost assumes the following:

- Rapid trench construction
- All work will be performed during the daylight hours, Monday through Friday, 8 A.M. to 5 P.M.. Any after hours work, e.g. disconnect / reconnect service appointments, would be an additional expense for the Town.

This binding cost estimate is valid for 180 days and a response must be received within that timeframe. Should you agree to move forward with the project, please sign and return the enclosed documents. Once we receive the acceptance package (e.g. partially executed documents and C.I.A.C. payment), we will commence the construction process (i.e. initiate bid requests and material purchasing). Any deposits that you have already paid will be applied towards the C.I.A.C. and you must pay the remaining difference of $5,554,822.00 before we begin construction. Failure to execute the applicable Agreement and pay the C.I.A.C. specified in the Agreement within the 180 day time limit, or termination of the Agreement, shall result in the expiration of the binding cost estimate. However, if you choose to cancel your request or not respond in time, your engineering deposit will not be returned and the estimate will be withdrawn.

An FPL Group company

This estimate only includes the charges to be paid to FPL. There are additional costs which are the customer's responsibility and should also be considered. These potential costs include:

- Site restoration (sod, landscaping, pavement, sidewalks, etc).
- Rearrangement of customer electric service entrances (requires electrician) from overhead to underground. Also, additional customer expense if local inspecting authorities require customer wiring to be brought up to current codes.
- Removal and burial of other utilities (e.g. telecom, CATV, etc.).
- Any project scope changes that modify the enclosed drawings.
- Acquiring, describing, securing and recording of easements for underground facilities.

We look forward to working with you and your staff as this project progresses. If you have any questions, please contact me at 561-845-4624.

Sincerely,

John C. Lehr, Jr.
Project Manager – Underground
Distribution
FPL

Attachments

An FPL Group company

INSTALLATION OF UNDERGROUND ELECTRIC DISTRIBUTION FACILITIES FOR THE CONVERSION OF OVERHEAD ELECTRIC DISTRIBUTION FACILITIES

SECTION 12.1 DEFINITIONS

APPLICANT - Any person, corporation, or entity capable of complying with the requirements of this tariff that has made a written request for underground electric distribution facilities in accordance with this tariff.

CONVERSION - Any installation of underground electric distribution facilities where the underground facilities will be substituted for existing overhead electric distribution facilities, including relocations.

CONTRIBUTION-IN-AID-OF-CONSTRUCTION (CIAC) – The CIAC to be paid by an Applicant under this tariff section shall be the result of the following formula:

CIAC =

1) The estimated cost to install the requested underground facilities;
\+ 2) The estimated cost to remove the existing overhead facilities;
\+ 3) The net book value of the existing overhead facilities;
\- 4) The estimated cost that would be incurred to install new overhead facilities, in lieu of underground, to replace the existing overhead facilities (the "Hypothetical Overhead Facilities");
\- 5) The estimated salvage value of the existing overhead facilities to be removed;
\+ 6) The 30-year net present value of the estimated non-storm underground v. overhead operational costs differential, which is set at $0 (zero) per pole-line mile of the existing overhead facilities;
\- 7) The 30-year net present value of the estimated average Avoided Storm Restoration Costs ("ASRC") calculated as a percentage of the sum of lines 1) through 6). Simplified eligibility criteria for each ASRC Tier are summarized below. Applicants must enter into an Underground Facilities Conversion Agreement with the Company which provides full details on terms, conditions and compliance requirements.

Tier	Percentage	Pole-Line Miles	Customer Conversions	Completion
1 *	25%	3 or more	100%	3 phases
2	10%	1 to <3	100%	3 phases
3	5%	< 1	n/a	n/a

* The GAF Waiver will apply in lieu of Tier 1 ASRC for eligible conversions by Local Government Applicants.

GAF Waiver

For Applicants entering into an Underground Facilities Conversion Agreement – Governmental Adjustment Factor Waiver with the Company, the otherwise applicable CIAC amount, as calculated above, shall be reduced by the GAF Waiver. The amount of the GAF Waiver shall be calculated as follows:

GAF Waiver =

25% x the otherwise applicable CIAC;
\+ 75% x the ASRC (avoids double-counting the ASRC embedded in the otherwise applicable CIAC.)

If the Applicant elects to construct and install all or part of the underground facilities, then for purposes of calculating the ASRC or the GAF Waiver amount only, the otherwise applicable CIAC shall be adjusted to add FPL's estimated cost for the Applicant-performed work. In addition, the Direct Engineering, Supervision, and Support (DESS) costs associated with this Applicant-performed work will be reduced by 20% from the amount that would have applied if FPL performed this work.

DISTRIBUTION SYSTEM - Electric service facilities consisting of primary and secondary conductors, service drops, service laterals, conduits, transformers and necessary accessories and appurtenances for the furnishing of electric power at utilization voltage.

SERVICE FACILITIES - The entire length of conductors between the distribution source, including any conduit and or risers at a pole or other structure or from transformers, from which only one point of service will result, and the first point of connection to the service entrance conductors at a weatherhead, in a terminal, or meter box outside the building wall; the terminal or meter box; and the meter.

(Continued on Sheet No. 6.301)

(Continued from Sheet No. 6.300)

SECTION 12.2 GENERAL

12.2.1 Application

This tariff section applies to all requests for underground electric distribution facilities where the facilities requested will be substituted for existing overhead electric distribution facilities. Any person, corporation, or entity capable of complying with the requirements of this tariff may submit a request as follows. Requests shall be in writing and must specify in detail the overhead electric distribution facilities to be converted or the area to be served by underground electric distribution facilities in lieu of presently existing overhead electric distribution facilities serving said area. Upon receipt of a written request, FPL will determine the feasibility of converting the existing facilities, any necessary revisions to this written request, and the non-refundable deposit amount necessary to secure a binding cost estimate and notify the applicant of said amount.

12.2.2 Contribution-in-Aid-Of-Construction (CIAC)

Upon the payment of a non-refundable deposit by an Applicant, FPL shall prepare a binding cost estimate specifying the contribution in aid of construction (CIAC) required for the installation of the requested underground distribution facilities, where the installation of such facilities is feasible, and provide said estimate to the Applicant upon completion of the estimate along with either an Underground Facilities Conversion Agreement or an Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver. The CIAC amount to be collected pursuant to a binding cost estimate from an Applicant shall not be increased by more than 10 percent of the binding cost estimate to account for actual costs incurred in excess of the binding cost estimate. However, the CIAC may be subject to increase or refund if the project scope is enlarged or reduced at the request of the Applicant, or the CIAC is found to have a material error prior to the commencement of construction. The binding cost estimate provided to an Applicant shall be considered expired if the Applicant does not enter into either an Underground Facilities Conversion Agreement or an Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver and pay the CIAC amount specified for the installation of the requested underground electric distribution facilities within 180 days of delivery of the binding cost estimate to the Applicant by FPL.

(Continued on Sheet No. 6.310)

(Continued from Sheet No. 6.301)

12.2.3 Non-Refundable Deposits

The non-refundable deposit for a binding cost estimate for conversion to a direct buried cable in conduit underground electric distribution system shall be determined by multiplying the number of pole line feet of existing overhead electric distribution facilities to be converted by $1.20. The deposit must be paid to FPL to initiate the estimating process. The deposit will not be refundable, however, it will be applied in the calculation of the CIAC required for the installation of underground distribution facilities. The deposit and the preparation of a binding cost estimate are a prerequisite to the execution of either an Underground Facilities Conversion Agreement or an Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver. If the request for underground electric distribution facilities involves the conversion of less than 250 pole line feet of existing overhead facilities, then no deposit will be required for a binding cost estimate, provided, however, that all other requirements of this tariff shall still apply.

12.2.4 Non-Binding Cost Estimates

Any person, corporation, or entity may request a non-binding cost estimate free of charge. The non-binding cost estimate shall be an order of magnitude estimate to assist the requestor in determining whether to go forward with a binding cost estimate. Neither an Underground Facilities Conversion Agreement nor an Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver may be executed on the basis of a non-binding cost estimate.

12.2.5 Underground Facilities Conversion Agreement

Any Applicant seeking the installation of underground distribution facilities pursuant to a written request hereunder shall execute either the Underground Facilities Conversion Agreement set forth in this tariff at Sheet No. 9.720 or, if applicable, the Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver set forth in this tariff at Sheet No. 9.725. The applicable Agreement must be executed and the CIAC paid by the Applicant within 180 days of the delivery of the binding cost estimate to the Applicant. Failure to execute the applicable Agreement and pay the CIAC specified in the Agreement within the 180 day time limit, or termination of the Agreement, shall result in the expiration of the binding cost estimate. Any subsequent request for underground facilities will require the payment of a new deposit and the presentation of a new binding cost estimate. For good cause FPL may extend the 180 day time limit. Upon execution of either the Underground Facilities Conversion Agreement or the Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver, payment in full of the CIAC specified in the binding cost estimate, and compliance with the requirements of this tariff, FPL shall proceed to convert the facilities identified in a timely manner. However, new service extensions, maintenance and reliability projects, and service restorations shall take precedence over facilities conversions.

12.2.6 Simultaneous Conversion of Other Pole Licensees

Before the initiation of any project to provide underground electric distribution facilities pursuant to either an Underground Facilities Conversion Agreement or an the Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver the Applicant shall have executed agreements with all affected pole licensees (e.g. telephone, cable TV, etc.) for the simultaneous conversion of those pole licensees' facilities and provide FPL with an executed copy of the Agreement(s). Such agreements shall specifically acknowledge that the affected pole licensees will coordinate their conversion with FPL and other licensees in a timely manner so as to not create unnecessary delays. Failure to present FPL with executed copies of any necessary agreements with affected pole licensees within 180 days after delivery of the binding cost estimate to the Applicant shall result in the expiration of the binding cost estimate, the return of any CIAC paid, and the termination of any Underground Facilities Conversion Agreement or Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver entered into between the Applicant and FPL.

12.2.7 Easements

Before the initiation of any project to provide underground electric distribution facilities pursuant to either an Underground Facilities Conversion Agreement or an Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver, the Applicant shall provide FPL, at no cost to FPL, all easements, including legal descriptions of such easements and all survey work associated with producing legal descriptions of such easements, specified as necessary by FPL to accommodate the requested underground facilities along with an opinion of title that the easements are valid. Failure to provide the easements in the manner set forth above within 180 days after the delivery of the binding cost estimate to the Applicant shall result in the expiration of the binding cost estimate, the return of any CIAC paid, and the termination of any Underground Facilities Conversion Agreement or Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver entered into between the Applicant and FPL.

(Continued on Sheet No. 6.320)

(Continued from Sheet No. 6.310)

12.2.8 Affected Customer Services

The Applicant shall be responsible for the costs associated with any modifications to the service facilities of customers affected by the conversion of FPL distribution facilities which are made necessary as a result of the conversion. The Applicant shall be responsible for arranging the conversion of affected residential overhead customer service facilities by providing, at no cost to FPL:

a) any necessary rearranging of the customer's existing electric service entrance facilities to accommodate an underground service lateral through the use of a licensed electrical contractor, in accordance with all local ordinances, codes, and FPL specifications; and

b) a suitable trench, install FPL provided conduit according to FPL specifications to a point designated by FPL, and perform the backfilling and any landscape, pavement or other similar repairs

FPL shall be responsible for the installation of the service lateral cable, the cost of which shall be included in the Applicant's binding cost estimate. In the event a customer does not allow the Applicant to convert the customer's affected overhead services, or the Applicant fails to comply with the above requirements in a timely manner consistent with FPL's conversion construction schedule, then the Applicant shall pay FPL, in addition to the CIAC specified in the binding cost estimate, the costs associated with maintaining service to said customer through an overhead service drop. The cost for maintaining an overhead service drop from an underground system shall be:

a) the sum of $789 for residential dwellings containing less than five individual units; or,

b) the estimated cost to maintain service for residential dwellings containing five or more individual units.

For existing residential underground service laterals affected by a conversion the Applicant shall be responsible for the trenching, backfilling and any landscape, pavement or other similar repairs and installation of FPL provided conduit, according to FPL specifications, necessary to bring existing underground service laterals of affected customers to an FPL designated handhole or transformer. FPL will install the necessary cable, the cost of which shall be included in the binding cost estimate. However, in the event that a customer owned service lateral fails on connection to the underground distribution system the customer will be responsible for the replacement of their service lateral or compliance with section 10.5 of FPL's tariff.

The Applicant's responsibilities for modifications to the service facilities of non-residential customers affected by the conversion of FPL distribution facilities which are made necessary as a result of the conversion will be specified in an attachment to any Underground Facilities Conversion Agreement or Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver.

12.2.9 Other Terms and Conditions

Through the execution of either the Underground Facilities Conversion Agreement set forth in this tariff at Sheet No. 9.720 or the Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver set forth in this tariff at Sheet No. 9.725 the Applicant agrees to the following:

a) The Applicant shall be responsible for all restoration of, repair of, or compensation for, property affected, damaged, or destroyed, to accommodate the installation of underground distribution facilities and the removal of FPL's overhead distribution facilities;

b) subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company – Governmental, FPL's General Rules and Regulations, the Applicant shall indemnify FPL from any claim, suit, or other proceeding, which seeks the restoration of, or repair of, or compensation for, property affected, damaged, or destroyed, to remove existing facilities or to accommodate the installation of underground distribution facilities arising from or brought as a result of the installation of underground distribution facilities;

c) the Applicant shall clear easements provided to FPL of trees, tree stumps and other obstructions that conflict with construction or installation of underground distribution facilities in a timely manner consistent with FPL's construction schedule.

(Continued on Sheet No. 6.330)

(Continued from Sheet No. 6.320)

12.2.10 Type of System Provided

An underground distribution system will be provided in accordance with FPL's current design and construction standards.

12.2.11 Design and Ownership

FPL will design, install, own, and maintain the electric distribution facilities up to the designated point of delivery except as otherwise noted. The Applicant may, subject to a contractual agreement with FPL, construct and install all or a portion of the underground distribution facilities provided that:

a) such work meets FPL's construction standards;

b) FPL will own and maintain the completed distribution facilities;

c) the construction and installation of underground distribution facilities by the Applicant is not expected to cause the general body of ratepayers to incur greater costs;

d) the Applicant agrees to pay FPL's current applicable hourly rate for engineering personnel for all time spent for (i) reviewing and inspecting the Applicant's work done, and (ii) developing any separate cost estimate(s) that are either requested by the Applicant to reflect only FPL's portion of the work or are required by FPL to reflect both the Applicant's and FPL's portions of the work for the purpose of a GAF Waiver calculation pursuant to an Underground Facilities Conversion Agreement – Governmental Adjustment Factor Waiver; and

e) the Applicant agrees to rectify any deficiencies found by FPL prior to the connection of any Customers to the underground electric distribution system and the removal of the overhead electric distribution facilities.

12.2.12 Relocation

Where underground electric facilities are requested as part of, or for the purpose of, relocation, the requirements of this tariff shall apply. As applicable, the Underground Facilities Conversion Agreement or the Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver shall be executed as an addendum to the relocation agreement between FPL and the Applicant. In the event of any conflict between the relocation agreement and this tariff, the tariff shall control. Furthermore, where the regulations of the Federal or State Department of Transportation (DOT) prevent pre-payment of deposits and other conversion costs, the Federal or State DOT may pay the CIAC after the work has been performed.

UNDERGROUND FACILITIES CONVERSION AGREEMENT – GOVERNMENTAL ADJUSTMENT FACTOR WAIVER

This Agreement is made and entered into this _____ day of _____, 20___, by and between **TOWN OF SURFSIDE** ("Local Government Applicant"), a Florida municipal corporation or county with an address of 9293 Harding Ave., Surfside, FL 33154 and FLORIDA POWER & LIGHT COMPANY ("FPL"), a Florida corporation with an address of P.O. Box 14000, 700 Universe Boulevard, Juno Beach, FL 33408-0429.

WHEREAS, the Local Government Applicant has requested that FPL convert certain overhead electric distribution facilities located within the following boundaries (the "Conversion"):
__the Entire Town west of Collins Ave. (collectively, the "Existing Overhead Facilities", WR # -4269751, -4269743, -4269734) to underground facilities, including transformers, switch cabinets and other appurtenant facilities installed above ground as set forth in Attachment A hereof (collectively, the "Underground Facilities", WR # 4269737, -4269749, -4269755, See the attached drawings).
NOW THEREFORE, in consideration of the foregoing premises and the covenants and agreements set forth herein, and other consideration the sufficiency of which is hereby acknowledged, the parties intending to be legally bound, hereby covenant and agree as follows:

1. **Governmental Adjustment Factor Waiver ("GAF Waiver") Eligibility Criteria.** The Local Government Applicant represents and warrants that it meets the following eligibility criteria for the Conversion:
   a. . In order for the Conversion to incorporate a sufficient amount of overhead facilities to provide electrical continuity, the Conversion must include a minimum of approximately 3 pole line miles or approximately 200 detached dwelling units within contiguous or closely proximate geographic areas (the "Conversion Area"). The Conversion may be completed in mutually agreed upon phases, with the project size minimums applying to the aggregate project – provided that any necessary subsequent phase begins within a 1 year period from completion of the prior phase and the minimums are met within, at most, 3 phases; and
   b. The Local Government Applicant must require all customers within the Conversion Area who currently have overhead service directly from the Existing Overhead Facilities to convert their service entrances to underground within 6 months of completion of the Underground Facilities installation or each phase thereof; and
   c. The Local Government Applicant must be willing and able to execute a right of way ("ROW") agreement with FPL if the Local Government Applicant requests that facilities be placed in the ROW; and
   d. For any affected laterals, the complete lateral must be converted, including all stages of any multi-stage lateral; and
   e. The Local Government Applicant must demonstrate to the reasonable satisfaction of FPL that the sum of the GAF Waiver credit plus any federal or state funds that the Local Government Applicant is able to use to support the Conversion does not exceed the otherwise applicable CIAC as calculated before application of the GAF Waiver.

   Special Circumstances. Conversions which do not meet the project size minimums described in section 1.a are eligible for the GAF Waiver in the following special circumstances:
      i. 100% of the Existing Overhead Facilities within the Local Government Applicant's corporate limits are to be converted, but are less than the pole line mileage or dwelling unit minimums; or
      ii. A single lateral that serves at least one Critical Infrastructure Facility as determined by the appropriate local agency with the mutual agreement of FPL; or
      iii. An island or peninsula where 100% of the Existing Overhead Facilities are to be converted; or

(Continued on Sheet No. 9.726)

(Continued from Sheet No. 9.725)

iv. When the aggregate size of the first 3 phases of a project would satisfy the minimum size criteria but, for mutually-agreed engineering or logistical reasons, those phases are non-contiguous; provided that (a) the next (4th) phase must be adjacent to one or more of the first 3 phases such that the combined contiguous area meets the minimum size criteria, and (b) this 4th phase begins within 1 year from completion of the 3rd phase.

2. **Contribution-in-Aid-of-Construction (CIAC).** The Local Government Applicant shall pay FPL a CIAC as required by FPL's Electric Tariff and Section 25-6.115 of the Florida Administrative Code with the Otherwise Applicable CIAC amount reduced by the GAF Waiver.

i.	Otherwise Applicable CIAC	$_ 7,486,221 _____
ii.	GAF Waiver	$__1,871,555 _____
iii.	**CIAC Due**	$__5,614,666 (FPL performs ALL UG work)

In the event the actual cost of the Conversion exceeds the estimate, the Otherwise Applicable CIAC shall be adjusted by the lesser of (a) the difference between the actual cost of the Conversion and the estimate, or (b) 10% of the Otherwise Applicable CIAC identified above. The GAF Waiver shall also be adjusted accordingly and the Local Government Applicant shall pay FPL the resulting difference in the amount of the CIAC Due.

3. **Applicant-Installed Facilities.** The Local Government Applicant may, upon entering into an applicant-installed facilities agreement satisfactory to FPL, construct and install all or a portion of the Underground Facilities. Such work must meet FPL's construction standards and FPL will own and maintain the completed facilities. The Local Government Applicant agrees to rectify any deficiencies, found by FPL, prior to the connection of any customers to the Underground Facilities and the removal of the Existing Overhead Facilities.

4. **Compliance with Tariff.** The Local Government Applicant agrees to comply with and abide by the requirements, terms, and conditions of FPL's Electric Tariff.

5. **Timing of Conversion.** Upon compliance by the Local Government Applicant with the requirements, terms, and conditions of FPL's Electric Tariff, this Agreement and any other applicable agreements, FPL will proceed in a timely manner with the Conversion in accordance with the construction drawings and specifications set forth in Attachment A hereof.

6. **Relocation.** In the event that the Underground Facilities are part of, or are for the purposes of, relocation, then this Agreement shall be an addendum to the relocation agreement between FPL and the Local Government Applicant. In the event of any conflict between the relocation agreement and this Agreement or the Electric Tariff, this Agreement and the Electric Tariff shall control.

7. **Term.** This Agreement shall remain in effect for as long as FPL or any successor or assign owns or operates the Underground Facilities.

8. **GAF Waiver Repayment.** If the Local Government Applicant does not satisfy the relevant eligibility criteria, the Local Government Applicant shall repay the GAF Waiver within 30 days of written notice from FPL of such failure. Additionally, if at any point within 30 years of completion of the Underground Facilities installation, the Local Government Applicant elects to have electric service within the Conversion Area supplied by a provider other than FPL, the Local Government Applicant shall repay FPL a pro-rata share of the GAF Waiver. The pro-rata share (which shall reflect partial years) shall be determined as follows:

GAF Waiver * [(30 – years since the Underground Facilities completion date) / 30].

(Continued on Sheet No. 9.727)

(Continued from Sheet No. 9.726)

9. **Termination Prior to the Conversion Completion.** Failure by the Local Government Applicant to comply with any of the requirements, terms, or conditions of this Agreement or FPL's Electric Tariff shall result in termination of this Agreement. The Local Government Applicant may terminate this Agreement at any time prior to the start of the Conversion and the CIAC paid by the Local Government Applicant will be refunded to the Local Government Applicant; provided however, that the refund of the CIAC shall be offset by any costs incurred by FPL in performing under the Agreement up to the date of termination.

10. **Assignment.** The Local Government Applicant shall not assign this Agreement without the written consent of FPL.

11. **Adoption and Recording.** This Agreement shall be adopted by the Local Government Applicant and maintained in the official records of the Local Government Applicant for the duration of the term of this Agreement. This Agreement also shall be recorded in the Official Records of the County in which the Underground Facilities are located, in the place and in the manner in which deeds are typically recorded.

12. **Conflict between Terms of Franchise Agreement.** In the event of a conflict between the terms of this Agreement and any permit or franchise agreement entered into by Local Government Applicant and FPL, the terms of this Agreement shall control.

IN WITNESS WHEREOF, FPL and the Local Government Applicant have executed this Agreement on the date first set forth above.

TOWN OF SURFSIDE

Signed_____

Name_____

Title_____

Signed_____

Name_____

Title_____

Approved as to Terms and Conditions

Signed_____

Name_____

Title_____

Approved as to Form and Legal Sufficiency

Signed_____

Name_____

Title_____

FPL

Signed_____

Name_____

Title_____

Overhead to Underground Conversion - Customer Cost Sheet

Project: Surfside - Overall — **Date Estimate Provided to Customer: September 27, 2012**

FPL performs all work

Underground Cost		
New UG Installation (+)	$8,986,634	Cost for FPL to install new underground facilities
Equivalent OH Installation (-)	($2,938,027)	Cost to install an overhead system at current hardening standards
Existing Overhead Cost		
OH Removal Cost & Make ready (+	$1,330,499	Cost for FPL to remove existing overhead facilities
Existing OH Value (+)	$107,115	Net Book Value of existing OH facilities to be removed
Operational Costs Differential (+)	$0	30-year Net present value of the est. operational OH / UG Diff. cost
Salvage Value (-)	$0	Credit for re-usable items
Subtotal*	**$7,486,221**	Total customer contribution as specified in Tariff 12.2.3
GAF	**($1,871,555)**	
CIAC	**$5,614,666**	
Engineering Deposit (-)	($59,844)	Engineering deposit previously collected
Net Due FPL	**$5,554,822**	Total customer contribution owed

Cost Breakdowns for Customer Contributions

	Total	Labor/Vehicle	Material	Direct Engineering, Supervision, and Support
New UG Facilities (+)	$8,986,634	$3,267,301	$3,894,695	$1,824,638
Credit for equivalent OH (-)	($2,938,027)	($1,124,882)	($1,308,194)	($504,951)
OH Removal Cost & Make ready (+	$1,330,499	$1,081,613	$40,512	$208,374
Total	**$7,379,106**	**$3,224,032**	**$2,627,013**	**$1,528,061**
Net Book Value (+)	$107,115			
Operational Costs Differential (+)	$0			
Salvage Value (-)	$0			
Subtotal*	**$7,486,221**			
GAF	**($1,871,555)**			
CIAC	**$5,614,666**			
Engineering Deposit (-)	($59,844)	Engineering deposit previously collected		
Net Due FPL	**$5,554,822**			

Major Material Breakdown

	Quantity	Item
Install	267,685	Primary UG Cable (feet)
	24	UG Switch Cabinet (VISTA)
	307	UG Transformer (each)
	22	Splice box for UG feeder (each)
Remove	114,623	OH Primary Conductor (feet)
	470	Poles (each)
	278	OH Transformer (each)
	1,199	Primary UG Cable (feet)

TO: **Mr. Roger Carlton**

FROM: **Ms. Ana F. Iglesias**

RE: **Undergrounding Utilities**

DATE: **March 9, 2012**

I. UNDERGROUNDING UTILITIES

A) Introduction

A public utility, as defined in the Florida Statutes, is every person, corporation, or association that supplies electricity or gas to or for the public within the state.[1] Public utilities have the duty to furnish sufficient and efficient service to each person that applies to receive electricity or gas.[2] The Florida Public Service Commission (FPSC) is the entity that protects Florida's consumers, and has the authority, power, and duty to regulate all public utilities that supply essential services, *i.e.*, electric, water, natural gas, telephone, and wastewater.[3] This entity regulates the rates utilities charge for services while monitoring the safety of the services provided, and ensures that utilities comply with the FPSC's requirements.[4]

As expressed in the Florida Statutes, all rates demanded or received by any public utility for any service rendered or to be rendered by it, and each rule and regulation shall be fair and reasonable.[5] Most importantly, no preferences may be granted to any person or locality. The Florida Legislature has declared that it is critical to utilize the most efficient and cost-effective demand-side renewable energy systems and conservation systems in order to protect the health and general welfare of the state and its citizens.[6] It further declares that

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[1] *See §366.02*, Florida Statutes, defining a public utility. Gas can be natural, manufactured, or a similar gaseous substance.
[2] *See §366.03*, Florida Statutes, all rates and charges made, demanded, or received by any public utility must be reasonable.
[3] *See* Florida Public Service Commission website, http://www.psc.state.fl.us.
[4] *See §366.04*, Florida Statutes, for further details regarding the Florida Public Service Commission's jurisdiction.
[5] No public utility shall be required to furnish electricity or gas for resale. Except that a public utility may be required to furnish gas for containerized resale.
[6] *See §366.81*, Florida Statutes, for more information regarding the Legislature's intent with regards to public utilities.

the FPSC is the appropriate agency to adopt goals and approve plans related to the promotion of demand-side renewable energy systems and the conservation of electric energy and natural gas usage.

After introducing the functions of the FPSC, this brief analysis will discuss the MGRUF tariff, the "Coastal Barriers Infrastructure Finance Act" that will take effect on July 1, 2012, and the steps required to establish a successful Infrastructure-Financing District.[7]

B) Florida Public Service Commission

As I mentioned previously, the FPSC's main function is to regulate and supervise all public utilities. Consequently, the FPSC has the duty to examine and test all meters that are used for measuring any product or service of a public utility.[8] Additionally, the FPSC approves agreements between electric cooperatives, resolves territorial disputes among municipal electric utilities, and prescribes uniform systems of accounts or a rate structure for all electric utilities. The FPSC is also responsible for establishing reasonable fees to be paid by each user or consumer, for the purpose of testing meters.

Users or consumers can choose to have their meters tested upon payment of the fees fixed by the commission. Standard measuring instruments may be purchased to carry on the testing at the request of the users or consumers. Should any public utility violate any of the FPSC's rules or orders, the violation will constitute irreparable harm. When violations occur, the FPSC is authorized to seek relief in circuit court including temporary and permanent injunctions, restraining orders, or any other appropriate order.[9] The FPSC's jurisdiction is superior to that of all municipalities, towns, counties, or agencies. During conflicts, the rules, regulations, and lawful acts of the FPSC will prevail in each instance.

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[7] Florida's statutory laws and codes were consulted while writing this analysis.
[8] *See §366.05*, Florida Statutes.
[9] The remedies mentioned are in addition to any other remedies available for enforcement of agency action under statute 120.69, or the provisions of chapter 355 of the Florida Statutes.

C) Strengthening Florida's Infrastructure

The coasts of the State of Florida have been severely impacted in the recent past. Because of that, it has been argued that Florida's electrical infrastructure must be strengthened. Recently, there has been a growing trend towards undergrounding utilities. Many have disputed that converting utilities is a better alternative to protecting utilities from rain and wind-storm damage. However, the question of whether utilities should be converted from overhead to underground has sparked a lot of controversy. The trend towards undergrounding utilities has led to an increase in research efforts aimed at analyzing both the advantages and disadvantages of converting the utilities to the underground. Some of the considerations that must be analyzed are the high costs in converting utilities, and the time required to accomplish the undergrounding.

Several cities in Florida have been studying the cost, need, and benefits of undergrounding utilities in areas that have the greatest risk of service interruption and property damage from hurricanes, or similar natural disasters. Some cities have gone as far as forming a committee specifically dedicated to analyzing, planning and implementing the conversion of utilities from overhead to underground.[10]

While some advantages of placing utilities in the underground include: aesthetic appeal (due to lack of utility poles), potential impact on property values, and protection from hurricane damage, the major disadvantages include: costs of conversion, corrosion, pipe bursting, flood damage, water intrusion, and costly or time consuming service repairs *post*-hurricanes. Maintaining and repairing overhead utilities is not always the cheaper alternative because it is burdensome and expensive to repair or support aerial utilities as well.

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[10] In Amelia City, an Underground Committee was formed in 2005. In a report presented during November 2011, the UC recommended a plan to underground all utilities by 2020. The report further stated that the costs of undergrounding utilities should be "borne by the utility provider, and recovered if needed through rate changes affecting all customers." Estimated extra costs per home for undergrounding utilities are $850 for putting new underground, and $250 for replacements underground.

Although many argue that underground utilities face as many outages as overhead utilities, one of the primary benefits of placing new or existing lines underground is that it reduces the frequency of outages caused by storms or hurricanes. It also reduces the risk of the public coming in contact with live wires. On the other hand, undergrounding existing overhead utilities is very expensive. Moreover, repairing underground lines is more difficult than overhead lines because the underground damage may be difficult to locate. Overhead systems suffer outages when trees or debris blow into lines, and underground systems risk outages when tree-root systems uproot cables each time trees topple above ground from excessive wind, rain, or storm surges. Nonetheless, several municipalities require that new distribution systems be underground. The FPSC and the Florida Legislature both recommend undergrounding existing utilities, especially in areas located close to the coast.

D) MGRUF: Mechanism for Governmental Recovery of Underground Fees

1) MGRUF Tariff

The MGRUF tariff is an optional mechanism offered by FPL to municipalities or counties in Florida that possess tax assessment authority.[11] This mechanism allows local governments to apply for this particular tariff and enter into the Underground Capital Cost Recovery Contract with FPL.[12] The main advantage of this tariff is that it allows for the recovery of certain costs paid by or due from the local government to FPL in connection with the conversion of utilities from overhead to underground service. The Underground Capital Cost Recovery Contract must be approved by the FPSC, and must state the specific terms and conditions for underground cost recovery.

[11] FPL (Florida Power & Light Company) has implemented the MGRUF tariff as a mechanism for the government to recover undergrounding fees. Please visit FPL's website to see the specific rules and regulations that apply to FPL's MGRUF tariff. It should be noted that those rules and regulations are supplementary to the regulations governing services by utilities issued by the Florida Public Service Commission.

[12] *See Section 14.0,* Florida Power & Light Company website, http://www.fpl.com/rates/pdf/electric_tariff_section6.pdf.

An Underground Assessment Area (UAA) is a defined geographic area with set boundaries. Any local government interested in contracting with FPL will be required to establish an UAA.[13] Customers located within these boundaries will benefit from the underground conversion project. After an UAA has been successfully established, a governmental undergrounding fee will be added to the bills of those customers located within the boundaries of the UAA.

2) Target Annual Payment & Actual Annual Payment

The governmental undergrounding fee serves as a recovery mechanism for local governments interested in converting their overhead utilities. All customers located within the UAA will receive a monthly governmental undergrounding fee which will be billed by FPL directly to them.[14] That undergrounding fee is intended to produce a Target Annual Payment to the local government. The formula employed to calculate the Target Annual Payment is: [(FC + GC + BC) x i, divided by $1 - (1/(1+i)^n)$]. In other words, FPL multiplies the sum of a: (a) Facility Charge, (b) Governmental Cost, and (c) Billing Charge by the interest rate on the bonds or other financial instruments used by the local government to finance (a), (b), and (c). The formula then requires the previously calculated amount to be divided by $1 - (1/(1+i)^n)$.

The total result obtained with that formula helps FPL to evaluate an amount to be recovered through the governmental undergrounding fee which is added to the bills of all customers located within the specific UAA. The *'facility charge'* includes all amounts payable to FPL in connection with the conversion of the utilities. The *'governmental cost'* consists of all costs related to the undergrounding project, as well as the total cost charged by electrical

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[13] *Id.*, An UAA may consist of all or any contiguous portion of the area within the local government's corporate limits, and may overlap all or portions of other UA areas that have previously been established by the local government.

[14] This fee is assessed as a percent of total electric revenues, and will be subject to the terms of the applicable Underground Capital Cost Recovery Contract.

[n] The letter "*n*" is equal to the number of years over which (a), (b) and (c) are to be recovered by the local government, and this shall not exceed a maximum of twenty (20) years.

[n] The letter "*n*" is equal to the number of years over which (a), (b) and (c) are to be recovered by the local government, and this shall not exceed a maximum of twenty (20) years.

contractors hired by the local government to convert facilities to receive underground service. Finally, the *'billing charge'* is equal to $50,000 or 10% of the facility charge, whichever is less.

This fee must not exceed the lesser of (1) 15% of the customer's total net electric charges, or (2) a maximum monthly amount of $30 for each residential customer and $50 for every 5,000 kWh of consumption for each non-residential customer. It is important to note that only those amounts that have been *actually collected* through the governmental undergrounding fee will be remitted by FPL to the local government. The amount that is remitted to the local government is referred to as the *Actual Annual Payment*, and is sent within sixty (60) calendar days following the conclusion of each calendar year.[15]

3) Notice and Public Records

A notice must be mailed by the local government to all customers located within the proposed UAA region.[16] Such notice shall state the intention to recover the cost of the underground conversion project through a governmental undergrounding fee on each customer's electric bill. Customers must receive this notice at least ninety (90) days before the execution of the Underground Capital Cost Recovery Contract pursuant to the MGRUF tariff. Additionally, once the governmental undergrounding fee is approved by the local government, notice must be filed in the public records.[17]

E) "Coastal Barriers Infrastructure Finance Act"

This Act will take effect on July 1, 2012, and will allow registered electors of a coastal barrier region to create a financing district to plan and pay for the construction of underground utilities – *by means of a petition followed by a referendum.*[18] Once this Act becomes

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[15] *See* FPL website for further terms and conditions regarding the Actual Annual Payment.
[16] Local governments are required to comply with all applicable federal, state and local laws when establishing an UAA, and imposing the governmental undergrounding fee.
[17] *See* FPL website for a list of instances when FPL may withhold the application of the MGRUF tariff. Some of this include: in instances when FPL estimates that the Annual Target Payment would exceed 15% of the net electric charge from customers within the UAA, or if the local government does not comply with the terms and conditions of this tariff.
[18] *See* The Florida Senate website, http://flsenate.gov/Session/Bill/2012/0466/BillText/c1/HTML.

effective, chapter 163 of the Florida Statutes will provide the governance for the establishment, operation, and regulation of these intergovernmental programs.

The authority controlling the financing district will be the local governing body of such designated region. The governing authority shall be vested with certain important powers, such as the power to invest and borrow money. Proceeds are intended to be generated through a tax increment, which will be held by a local trust fund. Some exemptions from the tax do exist and will be detailed below.

The Florida Legislature expressly declares in section 163.72(3) of the statutes that "*underground utilities provide a delivery system for utility services which is safer and more reliable than overhead facilities during and after severe storm and weather events to which coastal barriers are often exposed.*" To achieve that end, the Legislature provides local governments with an alternative mechanism for financing, installation, and operation of utility systems serving coastal barrier communities. It is evident that the Legislature intends to protect Florida's communities, and coastal barrier resources.

1) Coastal Barrier Infrastructure-Financing District

As of July 1, 2012, coastal barrier infrastructure-financing districts shall be created by an ordinance by the governing body of a county or municipality.[19] An infrastructure-financing district can cover any geographic area within a coastal barrier system designated by the governing body of a local government for infrastructure financing and construction.[20] The governing authority of a district will need to possess powers that will authorize it to levy an ad valorem tax increment to help finance the underground conversion project.

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[19] *See §163.74(3)*, Florida Statutes, stating that after a simple majority of the electors voting in the referendum election approve the question submitted for referendum, the governing authority of the local government may create a financing district by ordinance.

[20] *See §163.76*, Florida Statutes, a "coastal barrier" means a coastal barrier island or other coastal feature consisting of a beach, or related features located within a coastal building zone, as those terms are defined in §161.54 of the statutes.

A referendum election will be conducted where if a simple majority of the registered electors voting in the election approve the question submitted for referendum, the local government will be permitted to create a financing district.[21] After the financing district has been successfully created, the governing body of the local government will be required to adopt an infrastructure-financing plan. That plan is to be adopted within six (6) months after the county or municipality creates the financing district.[22]

Each of these financing districts is to be governed by a coastal barrier infrastructure-financing authority which will have power to: execute contracts, plan and carry out approved coastal barrier infrastructure projects, invest finance funds, borrow money, make surveys, adopt or amend any coastal barrier infrastructure finance plan, and make all necessary expenditures.[23] The term '*infrastructure*' includes any of the following activities: the construction, reconstruction or improvement of electrical, telephone, cable, and other utility services delivered to a community by wire or cable, and any related land acquisition, planning, design, engineering, and administrative costs.[24]

2) Referendum

Registered electors who are residents within the coastal barrier are allowed to petition the governing body of the county or municipality to conduct a referendum on whether an infrastructure-financing district should be created, for the purpose of financing and constructing underground utilities.[25] There is a particular procedure that must be followed when registered electors petition for a financing district. The referendum will be conducted on the question of whether a financing district should be established.

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[21] *Id.*
[22] *See §163.76*, Florida Statutes, with regards to what details must be included in the Coastal Barrier Infrastructure Plan.
[23] *See §163.75*, Florida Statutes, for further detailed description.
[24] *See §163.73*, Florida Statutes, for other definitions.
[25] *See §163.74*, Florida Statutes, regarding the mandatory referendum for establishing a financing district.

Section 163.74 of the Florida statutes describes the question that must be included in the referendum. The question must say: "*Shall the ...governing board of (...County or Municipality...) create an infrastructure financing district within the following legally described area for the purpose of providing a tax increment mechanism to finance and construct an underground utility infrastructure*?" The question need be asked in that form, and must be followed by the words "*yes*" and "*no.*" If the question is approved by a simple majority of the electors voting in the referendum election, the governing authority of the local government may create the financing district by ordinance.

Notice must be published in a newspaper of general circulation in the area proposed for the establishment of the financing district. The legal description and map of the coastal barrier proposed for designation as an infrastructure-financing district shall be informed of as well. The referendum may be conducted via mail, and must be conducted within 120 days after the governing body has verified that 10 percent of the electors have signed the petition.

3) Coastal Barrier Infrastructure Plan

A coastal barrier infrastructure plan must be established within six (6) months after an infrastructure-financing district has been created. These infrastructure plans must contain specific information such as: an inventory and survey of all utility infrastructure is presently located above ground within the designated coastal barrier, and all necessary rights-of-way and property needed for the construction of a system of underground utilities within the barrier. Finally, an engineering design for a system of underground utility facilities within the barrier must be included in the infrastructure plan as well.[26]

[26] *See §163.76*, Florida Statutes, describing the creation of the coastal barrier infrastructure plan.

4) Local Trust Fund

According to the Act, local governments will be required to establish a local trust fund for the purpose of holding the funds that the infrastructure-financing district collects.[27] Accordingly, the local trust fund is to be funded with the proceeds collected from the ad valorem tax increment levied each year within the designated coastal barrier district by the taxing authorities. The fund needs to be funded continually while the project is in effect, or until all debts incurred to finance the project are no longer outstanding, whichever occurs later. The proceeds collected within the financing district must be a minimum of 75% of the difference between (a) the amount of ad valorem tax collected each year by each taxing authority, and (b) the amount of ad valorem taxes which would have been produced by the rate upon which the tax is levied each year by or for each taxing authority.[28]

5) Exemptions & Dissolution

Once the Act is in effect, section 163.78 of the Florida statutes will detail some of the public bodies or taxing authorities that are exempt from the effects of this Act. These include: special districts that collect ad valorem taxes on real property in more than one county, metropolitan transportation authorities, neighborhood improvement districts, community redevelopment agencies, library districts, or water management districts, among others.

The Legislature has also provided for the dissolution of these infrastructure-financing districts upon the completion of the project's objectives.[29] As such, section 163.79 states that these financing districts are intended to be dissolved after all the coastal barrier infrastructure projects have been completed. If it happens that assets and liabilities remain, these shall be transferred to the county or municipality within which the financing district is located.

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[27] *See §163.77*, Florida Statutes, for details discussing how a local trust fund can be properly established.
[28] *Id.*, regarding the possible methods of funding a local trust fund.
[29] *See §163.79*, Florida Statutes, with regards to the dissolution of infrastructure-financing districts.

F) Supplementary Law

Chapter 170 of the Florida statutes also authorizes the governing authority of any municipality to levy special assessments on benefited real property.[30] This specifically means that municipalities can pay for the relocation of utilities, and this covers the undergrounding of utilities such as cable, telephone and electrical services. Special assessments may be collected directly from the local government that is imposing the assessment.

II. CONCLUSION

Converting overhead utilities to underground services is not a quick task. As the trend continues towards relocating currently existing overhead lines to the underground, Infrastructure-Financing Districts will help local governments finance undergrounding projects, and contribute to conserve energy systems while protecting the welfare of the state. After these districts are successfully implemented, utilities will hopefully be better protected against the perils from hurricanes, wind storms, and storm surges. Regardless, due to the high costs of converting utilities, and the possible disadvantages from having utilities hidden below the ground, questions will remain as to which alternative is most appropriate in states that frequently run the risk of suffering extreme weather conditions.

[30] *See §170.01(1)(d)*, Florida Statutes, for further details regarding special assessments.

Town of Surfside
Commission Communication

Agenda Item #: 9F

Agenda Date: December 11, 2012

Subject: FPL Undergrounding Status Report

Background: One of the many things this Town Manager has learned about the decision making process in Surfside is that major projects only become a reality through small incremental steps. A prime example is the Community Center. When I was first hired in September 2010 this project was moribund, behind schedule and clearly did not have enough usable space to meet the expectations of the Town Commission and the community. Decisions were made to adjust the schedule, add the "fish bowl", move the mountain of stored fill, establish a maximum budget, set an opening date and delegate change order approval to the Town Manager within the maximum budget. These decisions were made incrementally and the project was completed on time and within budget.

The same process occurred with the water/sewer/storm drainage project. This project was also moribund. The only prior accomplishment was to set rates to fund the project. Many in the community did not trust the Staff to be able to implement the project based on the difficult earlier experience with the Community Center. Again, the Town Commission made decisions on an incremental basis. The consultant CGA was authorized to finish the design and prepare the bid documents. A list of pre-qualified contractors was approved and bids were received. A top flight Citizens Advisory Committee was established. A determination was made to obtain prices for additive alternates such as traffic calming, street signs and street trees. The decision was also made to hold off on awarding these items until the basic scope of work cost was known. In a similar manner, the Town Manager was given authority to finish the project within a maximum budget. Financing and partial refinancing decisions were made along the way and Staff is committed that we will finish this project (nearly five times the dollar value of the Community Center) within the final budget and on time.

Analysis: The Administration believes that the success of the first two capital projects provides many "lessons learned" for the undergrounding project. First, the decisions have been made incrementally and should continue to be. More than a year ago, the Town Commission decided to spend $360,000 to provide conduit for future undergrounding of the electric, cable TV, telephone and fiber optic systems as well as to authorize FPL to prepare a study of the cost to underground their system. A report to the Town Commission on the November 13, 2012 agenda delivered the FPL report and we are pleased to let you know that FPL has lowered their estimated price to $4,193,588 from the $6,454,822 the based on the Town's ability to manage the project using FPL approved contractors. We are also meeting with senior representatives of Atlantic Broadband and AT&T later this week to determine if they will absorb the cost of their undergrounding. This will be known prior to next month's Town Commission meeting. There will be many other decisions to make before the final "go, no go" decision needs to be made.

What Are We Asking You To Do This Month? The only decisions we are asking you to make this month is to authorize a public information campaign to occur in January, 2013 and to establish a Citizens Advisory Committee for this project. Staff proposes five meetings. Three would be in the single family neighborhood using the boundaries used for the three phase water/sewer/storm drainage project. Two additional meetings would be held for the downtown businesses/owners and the condominium residents along Collins/Harding Avenues. We would advertise the meetings in a variety of media and televise the meetings. The Town Commission is encouraged to attend the meetings, however, minutes will be taken for your review before making a final decision. The Citizens Advisory Committee will be fully briefed as the similar committees have been for the water/sewer/storm drainage project and the parking structure feasibility study.

Frequently Asked Questions (FAQs): The Administration is in the process of preparing a list of more than 25 FAQs. These range from defining the project scope to how it will be funded. By way of information, we found 19 homes in the single family neighborhood where the water service was not properly grounded and fixed the problem as part of absorbing the cost to tie into the new system. There may be as many as 100 homes that need to upgrade their electric service. Staff will prepare a program to help residents that need to upgrade their electric service. There will also be a compilation of studies done by experts that are both pro and con.

Summary: This Town Commission and your Administration has performed very well on the two major infrastructure projects (Community Center and water/sewer/storm drainage). Collectively we are fully able to do it again if decisions continue to be made on an incremental basis. As you consider the decision to authorize a public information program, please remember that the major elements of this project are aligning in a positive way that is rarely seen in local government infrastructure projects. The team is in place to implement this with Finance Director Donald Nelson, Financial Advisor Sergio Masvidal and Bond Counsel JoLinda Herring, Public Works Director Bill Evans and Project Manager Randy Stokes. Borrowing rates are very low on the order of 2 – 2.5 percent. Construction costs are also very low. Finally, there is much support in Town for this project and you will have the opportunity to assess citizen input as the result of five public meetings.

Schedule: Per the requirements of FPL it will be necessary to make a final decision and provide funding before the end of April, 2013. There may be an ability to achieve a very limited extension under certain circumstances. Representatives of FPL will be in attendance during the December 11, 2012 Town Commission meeting 8:00 p.m. time certain Agenda Item 9F for this project.

Roger M. Carlton, Town Manager

Bill Evans, Public Works Director

Dawn Hunziker

From: Michael Karukin
Sent: Tuesday, January 08, 2013 3:24 PM
To: Roger Carlton; Bill Evans
Subject: Undergrounding Project - Surfsidde Florida
Attachments: PURC Undergrounding Phase 1 Report Exec Summ.pdf; PURC Undergrounding Phase 2 Report Exec Summ.pdf; PURC Ungergrounding report 3 execsumm.pdf; PURC comment about funding of undergrounding research 11-13-2012.pdf; Storm Hardening Paper.pdf

This email has 5 attachments related to the the undergrounding project:

- 3 executive summaries from PURC reports;
- a statement from PURC about funding and the review process
- Copy of an article on undergrounding

Background

1) Last year I heard a story about this topic on NPR. It is only **4 minutes and 28 seconds**. Please listen.
http://www.npr.org/2011/08/29/140042767/would-burying-power-lines-reduce-power-outages

2) The research is summarized in reports found at http://warrington.ufl.edu/centers/purc/research/energy.asp under the heading "Research in Electricity Infrastructure Hardening".

3) Here's a quote from the article that got my attention:

*"the relocation of power lines does not really eliminate the risk of storm-related damage, it simply reduces the potential damage from wind and **increases** the potential damage from storm surge and flooding." (page 68, **Holt, Lynne, and Theodore Kury.** 2011. "Florida's Storm Hardening Effort: A New Paradigm for State Utility Regulators" The Electricity Journal, 24(4):62-71.*

http://warrington.ufl.edu/purc/purcdocs/papers/1109_ab_Holt_Florida_Storm_Hardening.pdf

4) I attached the executive summaries from the phase 1, 2, and 3 reports from Public Utility Research Center at the University of Florida . The **executive summary** of each is not long (report 1 is 4 pages; report 2 is 1 page; and report 3 is 6 pages).

5) Below is a **List of potential benefits** and **list of potential disadvantages** taken from the executive summary of report 1, page 3 and 4.

Potential Benefits

- Improved aesthetics
- lower tree trimming costs
- lower storm damage and restoration costs
- fewer motor vehicle accidents
- reduced live wire contact
- fewer outages during normal weather
- far fewer momentary interruptions
- improved utility relations regarding tree trimming
- fewer structures impacting sidewalks

Potential Disadvantages

- Stranded asset costs for existing overhead lines
- Longer duration interruption and more customers impacted per outage
- Susceptibility to flooding, storm surges, and damage during post-storm cleanup
- Reduced life expectancy
- Higher maintenance and operating costs (FPL said this is not a town cost - need to confirm)
- Higher costs for new data bandwidth

6) The reports were funded by the following companies (See attached for statement about funding and review process).

- Florida Power & Light Company
- Florida Public Utilities Company
- Progress Energy Florida, Inc.
- Florida Municipal Electric Association
- Tampa Electric Company
- Florida Electric Cooperatives Association
- Gulf Power Company
- Lee County Electric Cooperative, Inc.

Thank you,

Michael Karukin, PA., PhD.

Vice Mayor

Town of Surfside

9293 Harding Ave

Surfside, FL 33154

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Email: mkarukin@townofsurfsidefl.gov

www.townofsurfsidefl.gov

Florida's Storm Hardening Effort: A New Paradigm for State Utility Regulators

Following several hurricanes in 2004 and 2005, the Florida Public Service Commission initiated a multi-year process that emphasized both collaboration and research and resulted in expanded requirements for utility accountability. An alternative approach was recommended by Joshua Rokach in a recent article in this journal. Regardless of the regulatory process selected, policy questions remain as to the best way to proceed.

Lynne Holt and Theodore K. Kury

Lynne Holt *is a policy analyst with the Public Utility Research Center at the University of Florida, where she researches and writes on a variety of regulatory policy issues. Her other center affiliations at the University of Florida include Assistant Director for the Reubin O'D. Askew Institute and research analyst for the Bureau of Economic and Business Research. Dr. Holt has more than 31 years of experience in public policy formulation and research. Her areas of expertise include public utility regulatory policy and policy issues related to education, health reform, tax, budget analysis, and economic development. Dr. Holt received a Ph.D. and M.A. from Harvard University, an M.P.A. from the University of Kansas, and a B.A. from Douglass College, Rutgers University. She can be reached at lynne.holt@warrington.ufl.edu.*

Theodore J. Kury *is the Director of Energy Studies at the Public Utility Research Center at the University of Florida. He is responsible for promoting research and outreach activities in energy regulation and policy. His current research interests include the economic and developmental impacts of environmental and energy policy. He holds B.A. and M.A. degrees in Economics from the State University of New York at Buffalo. He can be reached at ted.kury@warrington.ufl.edu.*

The authors thank Mary Galligan, Senior Fellow at the Public Utility Research Center at the University of Florida, for her thorough review and helpful edits. The authors also thank Sanford Berg, Megan Silbert, and the participants at the 8th Organisation of Caribbean Utility Regulators (OOCUR) Annual Conference for their helpful comments on a much earlier version of this article.

I. Introduction

The winter of 2008–09 was brutal for many communities. Severe winter storms were reported in such diverse places as Las Vegas, South Mississippi, Kentucky, and Louisiana. Severe summer storms were likewise reported in 2008. For example, in August 2008, Tropical Storm Faye made landfall three times in Florida and Hurricane Gustav struck Haiti, Cuba, and finally made landfall in Louisiana.

The National Oceanic and Atmospheric Association (NOAA) collects data for property damage by each type of event by year. NOAA also collects estimates of property damage associated with weather events which will vary from year to year. Examples of property damage in the U.S. resulting from ice-related events and hurricanes in 2008 and

62 1040-6190/$–see front matter © 2011 Elsevier Inc. All rights reserved., doi:/10.1016/j.tej.2011.04.002 *The Electricity Journal*

2009 illustrate that point. For ice-related events, property damage totaled almost $1.2 billion in 2009, but far less – $104 million – in 2008.[1] For hurricanes, the more treacherous year of the two was 2008 for which more than $7.1 billion in hurricane-related property damages was reported. In 2009, by contrast, estimated damages from hurricanes totaled less than $1 million.[2]

Those NOAA estimates include both insured and uninsured economic losses. Insured property losses may be easier to quantify because one can retrieve reports from insurance agencies. Much harder to quantify are ancillary losses such as those resulting from interruptions in electrical service that may not always be recovered from insurance. Ancillary losses tend to grow exponentially as an electric outage persists. An outage that persists for an hour or two may not result in ancillary losses. However, if it persists for hours or days, residential customers and businesses may lose perishable items through spoilage. Customers may incur expenses for the purchase of necessities such as batteries or potable water. Businesses may be forced to suspend operations and furlough their workers who, in turn, may suffer an interruption in their income. Customers with access to on-site generation will incur fuel expenses in order to run their generators. Although its estimate includes caveats, Lawrence Berkeley National Lab determined in 2005 an annual cost to U.S. consumers and businesses of $80 billion for both momentary and sustained (five minutes or more) power outages. The Lab's estimate attempts to capture the value customers place on outages which could capture ancillary losses, in addition to more easily quantifiable metrics. Of the estimated $80 billion in losses, sustained outages were responsible for a total of $26 billion at the time.[3]

The Lab's estimate attempts to capture the value customers place on outages which could capture ancillary losses, in addition to more easily quantifiable metrics.

In the aftermath of any storm event, there are inevitable questions. Customers ask why damage occurred and what, if anything, could have been done to prevent or reduce it. Customers and utilities seek means of better mitigating the effects of storm events in the future. Efforts to prepare for and prevent storm damage may either result from studies initiated by utilities or by public service commissions. Sometimes they result from a combination of both.

The purpose of this article is to describe a multi-year process that involved collaboration among electric utilities, the public service commission, and research institutions to improve preparations for future storms using Florida as a case study. Although Florida's storm hardening initiative focused on hurricanes, the same process could easily apply to other types of weather events such as ice storms, high winds, and thunderstorms. Moreover, the policy questions raised from the Florida case study would likewise apply to other types of storm hardening investigations.

II. The Call to Action in Florida

The impetus for regulatory action on Florida's storm hardening initiatives was a set of hurricanes that swept through the state in 2004–05, causing massive property damage and power outages in their wake. **Table 1** displays the damage and outage impacts of the 2004 and 2005 hurricanes. The total financial impact of customer power outages attributable to the 2004 hurricanes was $10.2 million. The cost of power outages in 2005 totaled $5.3 million.

Hurricane Andrew in 1992, which caused property damage totaling around $20 billion, was the most damaging hurricane to hit Florida before the 2004–05 hurricane seasons. Even before Andrew, it became clear that Florida lacked the resources and capability to respond adequately to a major disaster. Former Gov. Lawton Chiles appointed the

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Table 1: Statewide Impact of 2004 and 2005 Hurricanes.

Hurricane	Charley (2004)	Frances (2004)	Ivan (2004)	Jeanne (2004)	Dennis (2005)	Katrina (2005)	Rita (2005)	Wilma (2005)
Category	4	2	3	3	3	2	2	3
Insured Damages[a]	$6.8 billion	$4.1 billion	$3.8 billion	$2.8 billion	$640 million	$468 million	$23 million	$6.1 billion
Customer Power Outages	$1.8 million	$4.5 million	$400,000	$3.5 million	$500,000	$1.2 million	$24,800	$3.6 million

Sources: Florida Division of Emergency Management, Hurricane Impact Report, A Summary, November 2004; and Draft Hurricane Report, Mar. 19, 2007.
[a] Insured damages include all insured property damages from the general public, including homes and businesses, as well as electric utility claims for insured facilities, such as power plants and office buildings. Not included is damage to investor-owned electric utility transmission and distribution facilities.

Governor's Disaster Planning and Response Committee to recommend measures to improve state responsiveness to disasters. The Committee made 94 recommendations to the legislature, most of which were enacted in 1993.[4] One of those measures established a state tax-exempt trust fund, the Florida Hurricane Catastrophe Fund. This fund reimburses or reinsures insurers for a portion of their losses from hurricane damage to residential property. Also prior to Andrew, the governor's office began hosting a hurricane conference each May to offer training sessions to first responders and an opportunity for them to share "best practices." The conference scheduled for May 2011 will represent the 25th such event. The Florida Legislative Office of Program Policy Analysis and Governmental Accountability (OPPAGA) – the legislature's oversight body – provides analysis and recommendations related to government agency operations and performance. OPPAGA issued a report in 1996 and a follow-up report in 1997 that examined the post-disaster mitigation plans of local governments.[5]

In January 2006, utility regulatory oversight in Florida became, and it continues to be, a critical part of the statewide effort to develop policies and oversight mechanisms necessary to improve planning for and responses to hurricanes and other major disaster events. The Florida Public Service Commission (FPSC) adopted various measures, outlined below, to improve utility planning and response to disasters. However, it has not been the only state regulatory commission to do so. As was noted in a recent article on infrastructure hardening, regulators in North Carolina and South Carolina also initiated reviews of utility preparedness in the aftermath of severe ice storms.[6] As discussed below in the conclusion, the Maryland Public Service Commission is in the process of investigating the reliability and quality of service provided by the Potomac Electric Power Company (Pepco) in the aftermath of severe summer storms in 2010. What makes the Florida case study unique is that the docket for storm preparedness planning has spanned several years and is multi-faceted. It also has involved the active engagement of research institutions.

III. The Florida Public Service Commission's Actions

State public service commissions can use a variety of tools to compel utility action ranging from commission orders and rulemaking procedures to more bottom-up approaches such as staff workshops and collaborative research. The FPSC elected to use a mix of strategies. The FPSC issued orders and promulgated rules to establish the policy framework and expected outcomes but also authorized staff workshops and research to propel utility activity toward its prescribed goals. Following a staff workshop in January 2006, an internal meeting held on Feb. 27, 2006, set the framework for how the FPSC planned to proceed. The FPSC's order of April 25, 2006, subsequently outlined the expectations for the storm preparedness plans that the Florida electric utilities were

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required to file. These plans are the core of the FPSC's overall initiative to improve utility planning for and responsiveness to future storms. The FPSC docket requiring the plans has remained open under what is known as a "consummating order" that was issued on May 23, 2006.[7] The decision to keep that docket open suggests that the FPSC views the utility planning process as ongoing and subject to modification as needed.

Most of the actions taken by the FPSC to strengthen utility storm preparedness and planning occurred in 2006 and 2007 and several of the most significant actions are outlined in **Table 2.**

Table 2: Florida Public Service Commission's Actions toward Strengthening Storm Hardening

Date	Action	Brief Summary
Jan. 23, 2006	Held staff workshop involving state and local government officials, independent technical experts, and Florida electric utilities	• Discussed damage to electric utility facilities • Explored ways of mitigating future storm damage and outages
Feb. 27, 2006	Convened Internal Affairs meeting	• Heard staff recommended actions • Heard comments from other entities on staff proposal • Amended staff proposal and decided to - Require all Florida electric utilities, including municipal utilities and cooperatives, to provide a 2006 hurricane preparedness briefing -Require each investor-owned electric utility to file storm preparedness plans and provide implementation costs -Initiate rulemaking on distribution construction standards -Initiate rulemaking to identify areas and circumstances where distribution facilities must be constructed underground
Feb. 27, 2006	Issued order	Re: Each electric investor-owned utility to implement 8-year pole inspection cycle; requiring reports to be filed with the Division of Economic Regulation, FPSC, by Mar. 1 of each year
April 25, 2006	Issued order to require each investor-owned utility to file storm preparedness plans and estimated implementation costs for 10 initiatives. The plans must be filed on or before June 1, 2006.	The initiatives in the storm preparedness plans must include: • A three-year vegetation management cycle for distribution circuits • An audit of joint-use attachment agreements • A six-year transmission structure inspection program • Hardening of existing transmission structures • A transmission and distribution Geographical Information System • Post-storm data collection and forensic analysis • Collection of detailed outage data differentiating between the reliability performance of overhead and underground systems • Increased utility coordination with local governments • Collaborative research on effects of hurricane winds and storm surge • A natural disaster preparedness and recovery program
July 31, 2006	Adopted rules	Re: Revisions to requirements for annual distribution service reliability report filed by electric utilities to include extreme weather events such as hurricanes

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Table 2 (*Continued*)

Date	Action	Brief Summary
Aug. 7, 2006 (Verizon) Nov. 13, 2006 (Embarq) Jan. 15, 2010 (AT&T)	Issued orders following informal meeting and staff recommendations	Re: Local exchange telecommunications companies to implement 10-year wooden pole inspection program
Sept. 18, 2006	Issued order	Re: Review of all electric utility wooden pole inspection programs
Oct. 30, 2006	Held informal workshop	Re: All reports pertaining to utilities' reliability performance, including pole inspection data, storm hardening data, metrics for each storm hardening initiative, and annual reports on distribution service reliability
Nov. 23, 2006	Adopted rules following hearing	Re: Standards of construction – municipal electric utilities and rural electric cooperatives.
Jan. 16, 2007 (amended Jan. 17, 2007)	Adopted rules following two rule development workshops, orders noticing rulemaking and procedure, and several hearings.	Re: Placement of new electric distribution facilities underground, and conversion of existing overhead distribution facilities to underground facilities, to address effects of extreme weather events and overhead electric facilities to allow more stringent construction standards than required by National Electric Safety Code

IV. Collection and Analysis of Outage Data

The FPSC understood the importance of data collection and analysis for both oversight and planning and developed a framework for grounding regulatory and utility decision-making on evidence-based findings. To improve regulatory analysis, the FPSC initiated a rulemaking proceeding in 2006 to amend utility data collection and reporting requirements. Prior to the 2004 and 2005 hurricanes, Florida's investor-owned electric utilities were required to report annually information that was used to assess distribution service reliability and changes in quality of service. Outage information has been and continues to be part of the electric utilities' annual reliability reports to the FPSC. However, the outage data reported by utilities until the rules were amended in 2006 after the 2004 and 2005 hurricanes, excluded storm events such as hurricanes. Exclusions of this sort made the data far less useful in the context of storm preparedness. FPSC staff noted that "the amount of 2004 hurricane outage data that has been excluded has been so great that it represents up to 98 percent of outage data. Reports excluding hurricane outage data offer little information about the level of reliability experienced by utility customers."[8]

The FPSC rulemaking process on distribution service reliability involved a staff rulemaking workshop which was attended by representatives of each investor-owned electric utility, the Florida Electric Cooperatives Association, and the Office of Public Counsel. Following the workshop and associated testimony, the FPSC issued an order with its amended rule. Now each investor-owned utility must keep the records and data supporting its annual report for a minimum of 10 years. This 10-year period is based upon the maximum inspection cycle of distribution facilities that are implemented by the investor-owned utilities.

Investor-owned utilities are also required to report both raw and adjusted data (excluding major storm events) so that the FPSC is better positioned to analyze changes in performance that may indicate a need for further work.[9] Not only can the data be used to gauge year-to-year comparisons but they can also be used to compare reliability among Florida electric utilities. The use of audits looms large if an observed pattern in reliability performance and a reported trend in customer complaints would justify it.

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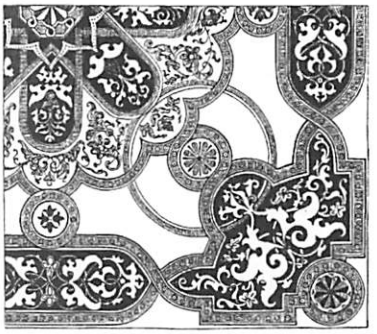
V. Utility Plans

Not only do regulators benefit from improved data collection and analysis, but so do utilities in developing their own plans for responding to storm events and assessing the impacts of such events. Florida's utilities are required to include updated information on their storm hardening activities in the same document in which they report their annual reliability data. The FPSC reviews the utilities' annual reports and then issues a report with its findings.[10]

In the initial stages of the storm hardening initiative, the FPSC seemed to recognize the difficulty of determining what data would be needed to inform utility investments in storm hardening. It also was not always clear how best to gather the data. The sharing of best practices and efforts involving data collection and analysis often require collaborative research that may be best achieved in non-adversarial settings with the active participation of research institutions. Of the 10 measures to be addressed in utility plans, as outlined in the FPSC's order of April 25, 2006, at least four – vegetation management, data collection to inform undergrounding decisions, data collection on the effects of wind and storm surge, and post-storm data collection and forensic analysis – seemed to fit in that category.

In its order (April 25, 2006) requiring investor-owned utilities to develop storm implementation plans, the FPSC noted the importance of a centrally coordinated research and development effort:

> Florida would be better served by consolidating utility resources through a centrally coordinated research and development effort with universities as well as research organizations. The purpose of such effort would be to further the development of storm resilient electric utility infrastructure and technologies that reduce storm restoration costs and outages to customers.[11]



The investor-owned utilities were required to establish a plan to increase collaborative research, solicit participation from municipal utilities and rural electric cooperatives, and participate in funding the research effort. Although the FPSC's suggestion for collaboration in the April 2006 order applied specifically to research on the effects of hurricane winds and storm surge, it quickly became clear that there were other research applications for which collaborative efforts made good sense.

The Public Utility Research Center (PURC) at the University of Florida emerged as a suitable academic institution to facilitate and contribute to the research effort that would inform utility storm hardening plans. To formalize the collaborative effort, the investor-owned utilities joined forces with Florida's municipal utilities and rural electric cooperatives to form a steering committee. That committee entered into a memorandum of understanding with PURC. Under PURC's auspices, progress was made on three general fronts: vegetation management, data collection and the evaluation of hurricane wind effects, and development of a model to assess the costs and benefits of undergrounding infrastructure investments. Summaries of the outcome of the joint effort with PURC follow.

A. Vegetation management

Vegetation management techniques are applied to mitigate the effects that trees and other growth can have on overhead power lines, transformers, and other facilities of the utility infrastructure. These mitigation strategies are particularly useful during wind storms, when flying debris poses additional hazards to property. The FPSC's April 25, 2006, order

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noted that "the vegetation management practices of the investor-owned electric utilities do not provide adequate assurance that tree clearances for overhead distribution facilities are being maintained in a manner that is likely to reduce vegetation related storm damage."[12] The order recommended that the utilities develop more stringent vegetation management programs. PURC convened workshops in March 2007 and January 2009 to foster exchanges among participants regarding practices that could improve vegetation management. In these workshops, participants shared ideas on the frequency of tree trimming (often referred to as cycles), trimming techniques, policies to encourage public participation and cooperation in management programs, and ways of promoting municipal involvement at the local and state level. Investor-owned utilities are required to have three-year trim cycle plans, and municipal utilities and rural electric cooperatives are required to include information about their vegetation management efforts in annual reports to the FPSC.

B. Hurricane wind effects

Storm hardening depends on an understanding of wind characteristics in severe storms and the effects of strong winds under different weather conditions on electric utility facilities. Two types of data are therefore involved. First, data must be gathered for relevant wind characteristics. Second, data must be collected after severe storms for forensic analysis. To obtain data on wind characteristics, PURC oversaw research conducted at the University of Florida's Civil and Coastal Engineering Department and Weatherflow, a company that

monitors, models, and forecasts wind for specific applications. This collaborative research effort promoted the deployment of 50 high-resolution wind monitoring stations, some on property provided by the utilities. These stations allow for the ongoing collection of data on wind direction and speed, temperature, and barometric pressure.

To develop capability for forensic analysis of post-storm wind data, PURC, in cooperation with the participating utilities, developed a uniform forensics data-gathering system. The post-storm data will be used in conjunction with the high-resolution wind data collected from the monitoring stations to enable utilities to identify locations where utility property is at relatively greater risk for damage. Such areas could be targeted for preventative maintenance, thereby improving reliability of the utility system.

C. Undergrounding model

The FPSC's April 25, 2006, order required the investor-owned utilities to collect detailed outage data that differentiate between the reliability performance of overhead and underground facilities. The data are needed for consumers, communities, and utilities to consider storm hardening options, including undergrounding. Investments in underground facilities come with both costs and benefits, some of which are difficult to quantify. For example, the relocation of power lines does not really eliminate the risk of storm-related damage, it simply reduces the potential damage from wind and increases the potential damage from storm surge and flooding. Understanding how this damage distribution changes relative to the costs to implement these changes is critical to decisions that provide benefits to the utility and its customers. Economic models are often used to shed light on costs and benefits. After conducting survey research to determine that a satisfactory model did not exist, a consortium of Florida's electric utilities contracted with PURC and

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Quanta Technology to begin development of a model. The result of that collaboration was an underground assessment model. Since the model's initial construction, the utilities have continued to work with PURC to test, verify, and expand the model's capabilities.

The testing process convinced the utility consortium that it was difficult to evaluate the accuracy of damage estimates resulting from an average hurricane year, the common denominator of the model. Utilities tend to track damage on an annual, or per storm, basis. However, an average hurricane year in the state of Florida equates to approximately 0.79 storms and therefore never actually occurs. As a result, the damage results coming from the initial Quanta model, while useful for performing comparative analyses among utilities, did not correspond to actual data on utility damages. The utilities and PURC subsequently concluded that it would be useful to simulate historical storms as a means of assessing the plausibility of the damage estimates produced by the model. PURC refined the model by adding the capability to simulate historical storms, as well as the capability to conduct scenario analyses with the existing storm data. The refined model can therefore simulate, for example, the effects of a particular storm, such as Hurricane Andrew, on a particular project area. This capability is important for testing the reasonableness of the model results. While the damage for an "average" storm year is an important output metric from the model, the fact remains that utilities do not observe damage in an average storm year, that is, a year in which Florida is affected by 0.79 hurricanes. They only observe damage data from particular storms. The model can also simulate the effects of a particular type of storm, such as a Category 4 hurricane, on a given area of the state.

VI. An Alternative Approach

The Florida case study presents the example of a process that attempted to improve planning, and decision making about costs and benefits associated with investments in storm hardening with the goal of preserving the reliability of the power system. It required extensive data gathering and analysis, collaboration with research institutions, and coordination with local governments. Additional data gathering and improvements to analytical tools, such as the undergrounding model described above, will result in even more improvements in the future.

A somewhat different approach to improving storm preparedness was recommended in a Guest Editorial (Rokach 2010) that recently appeared in *The Electricity Journal*, "What Maryland Can Learn from Mississippi."[13] The context for Rokach's article was the following: In the wake of rain storms accompanied by high winds, the Potomac Electric Power Company (Pepco) reported three power outages in July and August 2010 that affected a total of 470,000 customers in Maryland.[14] Customers also complained about Pepco's failure to communicate while these outages were occurring, an apparent failure of the company's automated communications system. The Maryland Public Service Commission responded by initiating an investigation in the aftermath of the storms to assess the reliability and quality of Pepco's response.[15]

Mr. Rokach was not a party to the Pepco proceeding but offered these insights as someone with extensive Federal Energy Regulatory Commission and energy-related legal experience. In his article, Rokach recommended that the Maryland Commission consider a broad regulatory framework that would include performance-based rates,

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improved customer communications, informed pricing decisions for hardening investments, and more rigorous reliability standards. He suggested the performance-based rate scheme that was used in Mississippi in the early 1990s should be considered for Maryland for Pepco. A law review article referenced by Mr. Rokach explains how the Mississippi incentive rate plan, known as a Performance Evaluation Plan, actually worked for Mississippi Company Power.[16] It used a formulary earned rate of return that adjusted for utility performance in price, customer satisfaction, and service reliability. The challenge for regulators is to find the right balance to provide utilities with rewards and penalties without creating opportunities for them to manipulate the system.[17]

The Maryland Public Service Commission's approach is different in some important respects from Florida's approach. Maryland's order is focused on Pepco's actual responses to a past set of events, specifically power outages that occurred on three dates in July and August 2010. Florida's strategy, by contrast, was forward looking and was not an investigation of past events. Maryland's effort appeared to be triggered, at least in part, by customer complaints, whereas the activities of the FPSC grew out of a broader state-wide focus on disaster preparedness.

There are also some important differences between Rokach's recommendations for Pepco and Florida's approach. Florida's overall strategy did not include changes in ratemaking. It also did not focus on improved communications with retail consumers although data on storm-related customer complaints must be included in utility annual reliability reports. Presumably, if the data indicate upward trends in consumer complaints, the FPSC can take further action.

The policy questions generated by the discussion above are as follows: (1) Is a retrospective approach to identification of appropriate elements for a mitigation plan more efficient than a prospective, model-based

Florida's strategy was forward looking and was not an investigation of past events.

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approach? (2) Should performance-based rates of the type recommended by Rokach for Pepco, and used in Mississippi, be part of a comprehensive strategy to improve electric utility reliability and storm hardening or would the assessment of such rates be "overkill"? (3) What is the best way for the regulatory body to oversee and evaluate the efficiency and effectiveness of storm preparedness activities? For example, is there a more effective tool than a formal docket of indeterminate duration with which to improve reliability and responsiveness? (4) As research on storm hardening was funded by participating utilities in the Florida approach, should utility investments in storm hardening research be evaluated and, if so, how? Should such investments be included in the ratebase absent an evaluation? There did not appear to be a requirement for a third-party evaluation of the research in the memorandum of understanding with PURC. (5) What should be the objective of planning to mitigate adverse impacts of storms and other disasters: improved system reliability; improved infrastructure deployment and location decisions; or minimizing costs associated with redundancy and backup facilities, or a combination thereof?■

Endnotes:

1. NOAA Economics, *Extreme Events, Snow and Ice*, at http://www.economics.noaa.gov/?goal=commerce&file=events/snow.

2. NOAA Economics, *Extreme Events, Hurricane and Tropical Storm*, at http://www.economics.noaa.gov/?goal= commerce&file=events/hurricane.

3. The methodology used to derive the estimate was explained as follows: "The Berkeley Lab study aggregates the best available data from three sources: surveys on the value electricity customers place on uninterrupted service, information recorded by electric utilities on power interruptions, and information from the U.S. Energy Information Administration on the number, location and type of U.S. electricity customers. Based on the data available, the researchers divided power interruptions into those that last less than five minutes, and those that are longer. The longer interruptions are generally characterized by their duration (length of time of each interruption), and frequency (number of interruptions per service territory)." *See* Robert Longley, *Power Interruptions Cost Nation $80 Billion Annually: Berkeley Lab Study Focuses on State of U.S. Power Grid*, ABOUT.COM GUIDE, Feb. 2005, at http://usgovinfo.about.com/od/consumerawareness/a/poweroutcosts.htm.

4. Dr. Lynn Leverty, *Plan, Rescue, Recover, and Reassess: Coordinating Responses to Hurricanes in Florida*, The Reubin O'D. Askew Institute on Politics and Society, Spring 2006, at 20.

5. Florida Legislative Office of Program Policy Analysis and Government Accountability, *Follow-Up Report on Post-Disaster Relocation and Reconstruction*, No. 97-19 (1997), at http://www.oppaga.state.fl.us/Reports/pdf/9719rpt.pdf.

6. Miki Deric, Tom Kirkpatrick and Calvin Stewart, *Tough Enough?*, ELEC. PERSPECTIVES, (2010), at 32–33, at http://www.daviescon.com/aboutSubPub.html.

7. *See* FLA. PUB.SERV. COMM'N, DOCUMENT DETAIL FOR DOCUMENT NO. 060198, at http://www.floridapsc.com/dockets/cms/docketFilings3.aspx?docket=060198 [the entire record of filings under the open docket.]

8. *Id., Memorandum re: Docket No. 060243-EI-Proposed Revisions to Rule 25-6.044, F.A.C., Continuity of Service, and Rule 25-6.0455 F.A.C.*, May 25, 2006, at 2, at http://www.floridapsc.com/library/FILINGS/06/04544-06/04544-06.PDF.

9. FLORIDA RULES R. 25-6.0455 (Aug. 17, 2006). This rule [Annual Distribution Service Reliability Report] applies to all electric utilities but the requirements are fewer for utilities furnishing electric service to fewer than 50,000 retail customers.

10. *See* FLA. PUB. SERV. COMM'N, ELECTRIC UTILITY DISTRIBUTION RELIABILITY REPORTS, at http://www.floridapsc.com/utilities/electricgas/distributionreports.aspx. [annual distribution service reliability reports with the aggregated utility filings and the FPSC's review of those reports.]

11. *Id., In re* Requirement for investor-owned electric utilities to file ongoing storm preparedness plans and implementation cost estimates, *Notice of Proposed Agency Action, Order Requiring Storm Implementation Plans*, Docket no. 060198-EI, April 25, 2006, at 9, at http://www.floridapsc.com/library/FILINGS/06/03645-06/03645-06.PDF.

12. *Id.*, at 4.

13. Joshua Z. Rokach, *What Maryland Can Learn from Mississippi*, 23 ELEC. J. 10 (2010), 82–84.

14. *Id.*, 297,000 customers on July 25, 2010, 75,000 customers on Aug. 5, 2010, and 98,000 customers on Aug. 12, 2010.

15. MD. PUB. SERV. COMM'N, *In re* Investigation into the Reliability and Quality of the Electric Distribution Service of Potomac Electric Power Company, Case No. 9240, *Order* 83552, Aug. 26, 2010.

16. C.L. Hebert, *The Quest for an Incentive Utility Regulatory Agenda*, 19 ENERGY L.J. 1, 14–19 (1998).

17. *Id.*, at 16.

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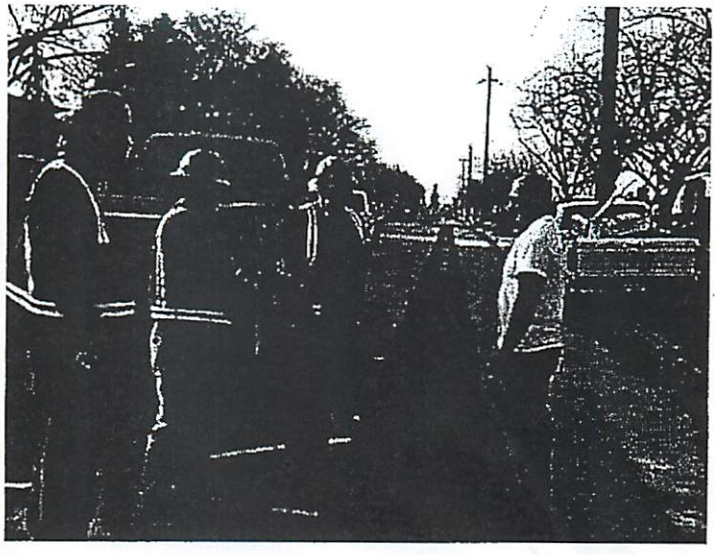
InfraSource

Undergrounding Assessment Phase 1 Final Report:

Literature Review and Analysis of Electric Distribution Overhead to Underground Conversion



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February 28th 2007

InfraSource

Executive Summary

The conversion of overhead electric power distribution facilities to underground has been a topic of discussion in Florida for more than twenty years. The topic has been studied, discussed, and debated many times at the state, municipal, and local levels. Overhead construction is the standard in Florida, but all investor-owned utilities are required to have a process where customers can opt to underground existing overhead service by paying the incremental cost. For municipals and cooperatives, the decision to underground is left to local citizen boards.

This report presents the results of a review of relevant previous undergrounding studies done in Florida as well as literature on the subject from throughout the US and around the world. This review finds that the conversion of overhead electric distribution systems to underground is costly, and these costs are far in excess of the quantifiable benefits presented in existing studies, except in rare cases where the facilities provide particularly high reliability gains or otherwise have a higher than average impact on community goals.

This conclusion is reached consistently in many reports, which almost universally compare the initial cost of undergrounding to the expected quantifiable benefits. No prior cost benefit study recommends broad-based undergrounding, but several recommend targeted undergrounding to achieve specific community goals.

All numbers quoted throughout this report appear in one or more of the reports cited.[1]

Undergrounding is Expensive

As a rough estimate, the cost of converting existing overhead electric distribution lines and equipments to underground is expected to average about $1 million per mile. In addition there are costs required to convert individual home and business owner electric service and meter facilities so they will be compatible with the new underground system now providing them with electricity. Further, there are separate, additional costs associated with site restoration and placing third-party attachments underground.

When only considering the direct utility cost of a conversion from overhead to underground, studies find that undergrounding distribution facilities in residential neighborhoods served by investor-owned utilities in Florida would cost an average of about $2,500 per residential customer affected. Undergrounding residential main-trunk feeders (those lines leading to residential neighborhoods) throughout Florida would cost an average of about $11,000 per residential customer affected. Undergrounding all main trunk commercial feeders (those feeding business and office areas, etc.) in Florida would cost an average of about $37,000 per commercial customer affected.

Costs in any particular situation could vary widely from these estimates depending upon electric system design, construction standards, customer density, local terrain, construction access issues, building type, and service type. Existing studies estimate the wholesale conversion of overhead electric distribution system to underground would require that electricity rates increase to approximately double their current level, or possibly more in areas with a particularly low customer density.

[1] References are intentionally left out of this Executive Summary. They are included throughout the main body of the report.

Further Costs Must Be Incurred to Obtain Complete Aesthetic Benefits

Nearly every study and examination of overhead to underground conversion notes in some manner that removing the poles, overhead lines and equipment, and in some cases above-ground facilities required for the overhead utilities will improve the visual appeal – the aesthetics – of an area, be it residential or commercial property. Opinions and analytical studies of the value of this aesthetic improvement differ widely as to results, but no studies examined in this report conclude that aesthetics had a *quantifiable* monetary benefit that substantially affected the overall benefit-to-cost ratio for the conversion.

Regardless, there is no doubt that some municipal governments, developers, businesses, and homeowners value the aesthetic improvement brought about by undergrounding of utilities very highly. This is evident because some choose pay the cost differential for underground service themselves (for new construction).

The electric system conversion costs discussed above would *not* always provide aesthetic improvement without additional expenses to convert third-party utilities such as telephone and cable television to underground. The costs necessary to relocate all remaining utilities underground is most often estimated at somewhere between 10% and 30% beyond the cost of the electric conversion.

Undergrounding Provides a Number of Benefits

In return for the considerable expense, electric customers can receive a number of potential benefits from the undergrounding of their overhead systems. The following is a list of benefits most often mentioned in undergrounding reports and studies:

Potential Benefits of Underground Electric Facilities

- Improved aesthetics;
- Lower tree trimming cost;
- Lower storm damage and restoration cost;
- Fewer motor vehicle accidents;
- Reduced live-wire contact;
- Fewer outages during normal weather;
- Far fewer momentary interruptions;
- Improved utility relations regarding tree trimming;
- Fewer structures impacting sidewalks.

Undergrounding Has a Number of Potential Disadvantages

There are a number of potential disadvantages which need to be considered whenever the conversion of overhead facilities to underground is evaluated. The following is a list of potential disadvantages most often mentioned in undergrounding reports and studies:

Potential Disadvantages of Underground Electric Facilities

- Stranded asset cost for existing overhead facilities;
- Environmental damage including soil erosion, and disruption of ecologically-sensitive habitat;
- Utility employee work hazards during vault and manhole inspections;
- Increased exposure to dig-ins;
- Longer duration interruptions and more customers impacted per outage;
- Susceptibility to flooding, storm surges, and damage during post-storm cleanup;
- Reduced flexibility for both operations and system expansion;
- Reduced life expectancy
- Higher maintenance and operating costs;
- Higher cost for new data bandwidth.

Financing Options

The reports and references reviewed in this report all conclude that undergrounding incurs a very substantial additional cost compared to that for overhead distribution, even as they differed on what that cost was and how much of it was justified based on the benefits obtained. Ultimately, those undergrounding costs must be paid if the conversion is to be done. There are many funding options to cover these costs, and selecting the most appropriate financing approach is a critical part of the overall undergrounding process. The following are methods of financing that are most often cited in reports and studies (combinations of these options can be used as well):

Basic Financing Options

- Customer funded;
- Higher electricity rates;
- Higher taxes;
- Special tax districts;
- Utility set-asides;
- Federal funding;
- Private sector funded.

Overall Conclusion

The Florida Public Service Commission as well as many municipalities and electric customers in Florida are interested in undergrounding electric distribution systems in order to improve aesthetics, improve reliability of service, and reduce vulnerability to hurricane damage. The benefits associated with improved aesthetics are not quantifiable. Without considering aesthetics, no study reviewed in this report concludes that wholesale conversion of overhead electric distribution lines to underground can be fully cost justified.

In summary, a review of the body of public knowledge on the undergrounding of electric distribution facilities reveals the following:

Summary of Literature Review on Electric Distribution Underground Conversion

- No state is requiring extensive undergrounding of existing distribution facilities;
- Conversion of overhead facilities to underground is rarely 100% justified on the basis of costs and quantifiable benefits;
- *Ex post* analyses on actual underground conversion projects have not been done;
- Few studies address the potential negative impacts of undergrounding;
- Few studies consider strengthening existing overhead systems as a potential cost-effective alternative to underground conversion;
- There are almost no academic or industry publications that address storm reliability modeling of electric distribution systems;
- Until last year, there was no academic or industry literature that addressed failure rates during hurricanes as a function of hurricane strength;
- Existing research on mitigating the impacts of major storms on electric distribution systems is not sufficient for use in a detailed study.

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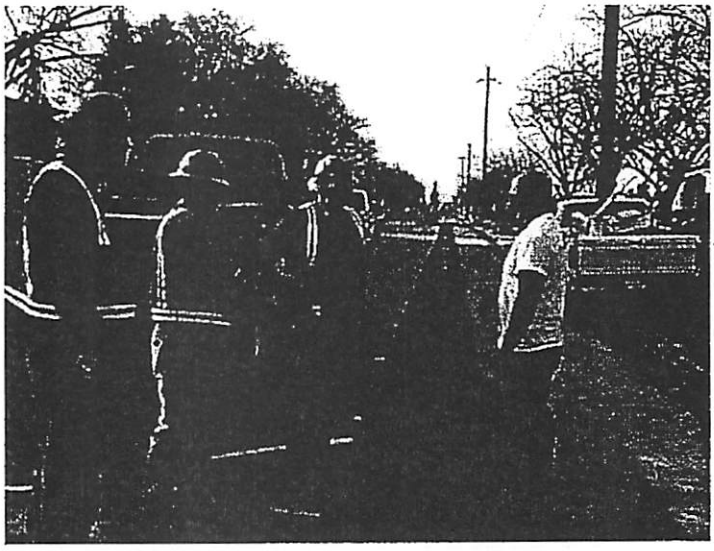
Final Report

Undergrounding Assessment Phase 2 Report: Undergrounding Case Studies



Prepared for: Florida Electric Utilities

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August 6th 2007

InfraSource

Executive Summary

This report presents the results of Phase 2 of a three phase project to investigate the implications of converting overhead electric distribution systems in Florida to underground (referred to as undergrounding). The purpose of Phase 2 is to examine the costs and benefits of actual undergrounding projects that have been completed. The focus is to identify the drivers of each project; discuss the challenges of each project; and to collect data that can serve as a real-world basis for the *ex ante* modeling in Phase 3. A summary of the four case studies examined in Phase 2 is shown in Table A.

Table A. Summary of Case Studies

Project	Utility	Year of Conversion	Circuit Miles of Converted Overhead	Circuit Miles of New Underground
Pensacola Beach	Gulf Power	2006	2.6	6.8
Sand Key	Progress Energy Florida	1996	1.8	1.7
Allison Island	Florida Power & Light	2000	0.5	1.0
County Road 30A	Chelco	2006	0.8	0.8

A review of the case studies reaches the same conclusion reached in the Phase 1 literature review: the initial cost to convert overhead distribution to underground is high, and there is insufficient data to show that this high initial cost is 100% justifiable by quantifiable benefits such as reduced O&M cost savings and reduced hurricane damage. Increased data collection can potentially increase the amount of quantifiable benefits, but it is unlikely that these benefits will 100% justify high initial cost, except potentially in a situation where an undergrounded system is struck by multiple severe hurricanes. For all of these case studies, by far the strongest reason for undergrounding is to improve the aesthetics of the area. Additional observations relating to these case studies include:

- All case studies occurred in coastal areas.
- Two of the four projects were done in conjunction with roadway widening projects.
- More circuit miles of underground are sometimes built than the original overhead amount. This is typically to create an underground loop that increases operational flexibility and the ability to respond to faults.
- Cost per circuit mile figures corresponds to those identified in the Phase 1 literature search.
- Cost per customer varies widely based on both the cost per circuit mile and the amount of high density housing such as high rise condominiums.

Not much data is available on the impact of the case studies on non-storm reliability and hurricane performance. The little data that is available indicates that non-storm reliability is not significantly different after undergrounding, and that hurricane reliability of underground systems is not perfect due to storm surge damage.

For these case studies, there is an extensive amount of project description and project cost data, but limited avoided cost and benefit data. These case studies can certainly be used as an input for an *ex ante* model, but there is not sufficient data to compare the output of the *ex ante* model to historical realized benefits. There is not even enough data to determine upper and lower bounds of potential results. At this point, any *ex ante* model that is developed, such as the one to be developed in Phase 3, must be justified by its model assumptions rather than by its ability to replicate realized benefits from any of these case studies.

InfraSource

7 Conclusions

A summary of the underground conversion case studies is shown in Table 7-1. This table primarily includes information from the "general data" category, but also supplies some targeted cost and performance results.

Table 7-1. Underground Conversion Case Study Summary Table

Description	Allison Island	Sand Key	Pensacola Beach	County Road 30A
Year of Conversion	2000	1996	2006	2006
Utility	Florida Power & Light (IOU)	Progress Energy Florida (IOU)	Gulf Power (IOU)	Chelco (cooperative)
Voltage	13.2 kV	12.47 kV	12.47 kV	12.5 kV
Customers				
Residential	45	3,191	849	1,200
Commercial	0	184	402	0
Total	45	3,375	1,251	1200
Old OH Circuit Miles	0.5	1.8	2.55	0.8
New UG Circuit Miles				
Three Phase	0.0	1.7	6.56	0.8
Two Phase	1.0	0.0	0.04	0.0
One Phase	0.0	0.0	0.06	0.0
Total	1.0	1.7	6.84	0.8
Construction Type	Direct buried duct	Cable in conduit	Concrete ductbank	Cable in conduit
Level of Urbanization	High density urban (expensive housed)	High density urban with mostly high rise condos	High density urban with condos, houses, and commercial mix	Suburban
Geography	Coastal	Coastal	Coastal	Coastal
Primary Motivation	Aesthetics	Aesthetics	Aesthetics	Aesthetics
Road widening involved	No	Yes	Yes	No
Initial UG cost[1]	$207,401	$1,490,528	$4,300,000	$706,776
O&M cost savings	(not available)	$1,349 per year	(not available)	$120 per year
Initial Cost per Mile[1,2]	$414,802	$917,532	$1,686,275	$883,470
Initial Cost per Customer[1]	$4,609	$489	$3,437	$589
Hurricane performance	Not known	1997 storm caused surge damage to new system	2005 storm caused 1/3 of poles to fail	Too early to tell
SAIDI Impact	Not known	No change	Too early to tell	Too early to tell

Notes
1. Initial cost includes all available initial cost data, which includes different items for the different cases
2. Initial cost per mile is based on the original amount of overhead circuit miles

A review of Table7-1 brings one to the same conclusion reached in the Phase 1 literature review: the initial cost to convert overhead distribution to underground is high, and there is insufficient data to show that this high initial cost is 100% justifiable by quantifiable benefits such as reduced O&M cost savings and reduced hurricane damage. Increased data collection can potentially increase the amount of quantifiable benefits, but it is unlikely that these benefits will 100% justify high initial cost, except potentially in a

situation where an undergrounded system is struck by multiple severe hurricanes. For all of these case studies, by far the strongest reason for undergrounding is to improve the aesthetics of the area.

A summary of observations about the similarities and differences of the four case studies is now provided:

Observations

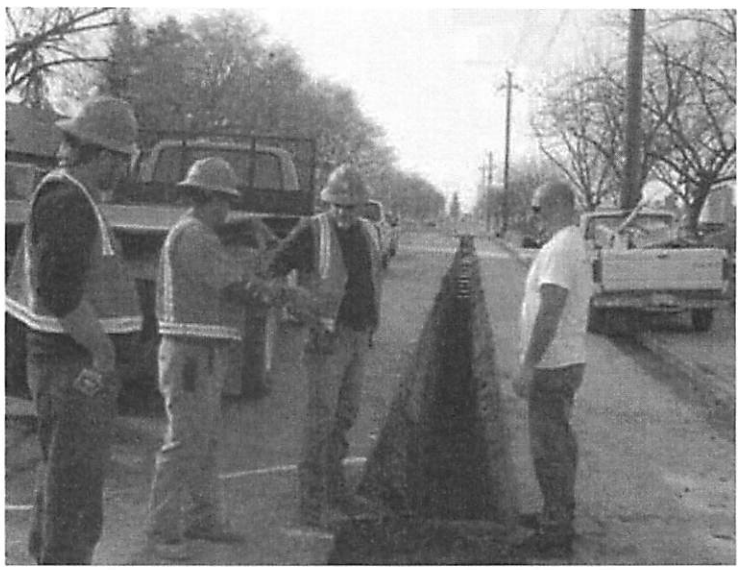
1. All case studies occurred in coastal areas.
2. All case studies were motivated primarily by aesthetic considerations.
3. More circuit miles of underground are sometimes built than the original overhead amount. This is typically to create an underground loop that increases operational flexibility and the ability to respond to faults.
4. No industrial customers were affected by any of the case studies.
5. The two larger case studies in terms of circuit miles were done in conjunction with roadway widening projects. The two smaller projects were not.
6. Cost per circuit mile varies widely based on a variety of factors, including the ratio of initial overhead circuit miles to new underground circuit miles. Cost per mile figures are consistent with those identified in the Phase 1 literature search.
7. Cost per customer varies widely based on both the cost per circuit mile and the amount of high density housing such as high rise condominiums.

Not much data is available on the impact of the case studies on non-storm reliability and hurricane performance. The little data that is available indicates that non-storm reliability is not significantly different after undergrounding, and that hurricane reliability of underground systems is not perfect due to storm surge damage.

The primary goal for Phase 2 is to collect data suitable for use in Phase 3. A review of the case studies shows that there is an extensive amount of project description and project cost data, but limited avoided cost and benefit data. These case studies can certainly be used as an input for an *ex ante* model, but there is not sufficient data to compare the output of the *ex ante* model to historical realized benefits. There is not even enough data to determine upper and lower bounds of potential results. At this point, any *ex ante* model that is developed, such as the one to be developed in Phase 3, must be justified by its model assumptions rather than by its ability to replicate realized benefits from any of these case studies.

Final Report

Undergrounding Assessment Phase 3 Report: *Ex Ante* Cost and Benefit Modeling



Prepared for: Florida Electric Utilities

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May 21st 2008

Executive Summary

This report is the Phase 3 deliverable of a project awarded in response to RFP #U-1 issued by the Florida Electric Utilities. RFP #U-1 was a result of Florida Public Service Commission Order No. PSC-06-0351-PAA-EI, which directs each investor-owned electric utility in Florida to establish a plan that increases collaborative research to further the development of storm-resilient electric utility infrastructure and technologies that reduce storm restoration costs and interruptions to customers. Municipal electric and cooperative electric utilities are participating voluntarily.

The scope of the overall project (all three phases) is to investigate the implications of converting overhead electric distribution systems in Florida to underground (referred to as undergrounding). The primary focus of the project is the impact of undergrounding on the performance of the electric infrastructure during hurricanes, which is the ability of the local power system to withstand high winds, storm surges, and other damage from hurricanes and to minimize the number and duration of customer interruptions. This study also considers benefits and issues with regards to performance during non-storm situations.

The project is divided into three phases. Phase 1 is a meta-analysis of existing research, reports, methodologies, and case studies. The Phase 1 final report, *Undergrounding Assessment Phase 1 Final Report: Literature Review and Analysis of Electric Distribution Overhead to Underground Conversion*, was issued on February 28th 2007. Phase 2 examines specific undergrounding project case studies in Florida. The Phase 2 final report, *Undergrounding Assessment Phase 2 Final Report: Undergrounding Case Studies*, was issued on August 6th 2007.

Phase 3 develops and tests a methodology for analyzing the costs and benefits of specific undergrounding proposals in Florida. The methodology is separated into two basic components: normal weather assessment and hurricane assessment. The normal weather model includes the basic cost of utility capital and operational cost information. It also includes high-level reliability information that allows for the calculation of customer interruption information and related costs. A flowchart of the methodology is shown in Figure A-1.

The hurricane model determines infrastructure damage and related costs associated with tropical storms of hurricane strength when making landfall in Florida. To perform a cost and benefit analysis of sufficient detail to meet the objectives of this project, it is necessary to simulate hurricanes moving across Florida. Therefore, a large component of the hurricane model is dedicated to simulating hurricane years. For each year of simulation, the number of landfall hurricanes is randomly determined based on historical hurricane data. For each hurricane (if any), the landfall location, direction, speed, strength, and other parameters are also randomly determined based on historical hurricane data.

When a hurricane makes landfall, a storm surge model determines the amount of infrastructure damage that occurs in susceptible areas due to the wall of water (i.e., storm surge) that the hurricane pushes onto coastal areas.

As the hurricane travels over land, the simulation model keeps track of the fastest wind gusts to which each location is exposed. This determines the amount of wind damage that occurs during the hurricane. The model is flexible enough to consider many types of construction with many types of wind loading characteristics. This includes standard construction (e.g., Grade B, Grade C), "hardened" systems, and others.

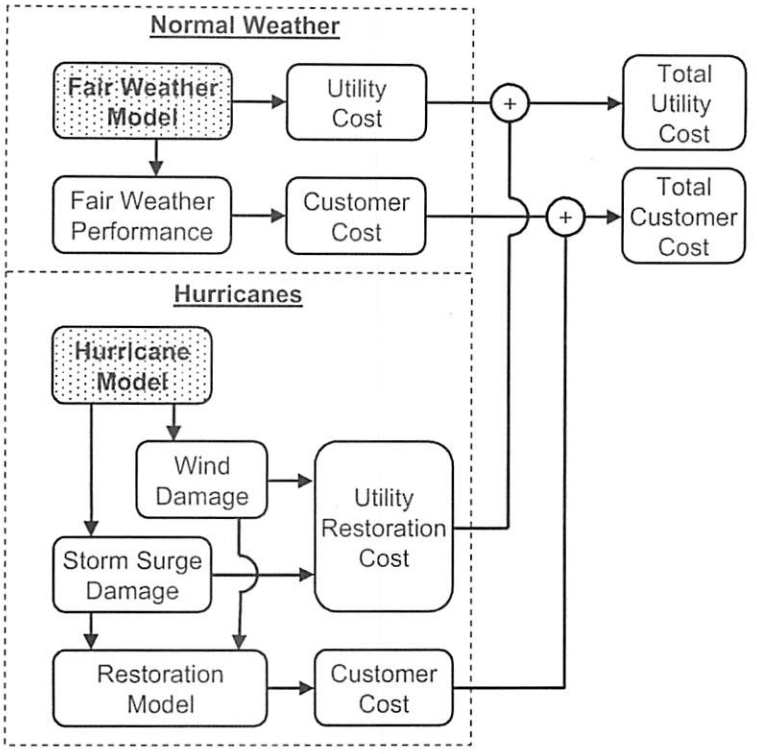

Figure A-1. Overview of Methodology

For each simulated hurricane, the model determines the amount of damage both for the proposed project area and for the entire service territory of the associated utility. Damage for the entire service territory is needed to determine the total utility restoration time, which then determines the restoration time for the proposed project area.

Once the total hurricane damage is determined for the entire project area, a restoration model is used to determine when repairs on the proposed project area begin and end. This restoration model includes factors such as startup inefficiencies (e.g., due to debris on roads), crew ramp up, and the difference between overhead crews and underground crews.

The hurricane damage and restoration models provide information that allows for the calculation of utility restoration costs, customer interruptions, and the customer costs associated with the interruptions. Taken together, the utility and customer costs constitute the total costs of the hurricane as it relates to electric utility infrastructure.

After simulating the costs and benefits of all hurricanes in a specific hurricane year, additional hurricane years can be simulated. Many simulated years will have no hurricanes and will therefore have no hurricane costs. Some simulated years will have a single weak hurricane and will therefore have small hurricane costs. Some simulated years will have multiple major hurricanes and will therefore have significant hurricane costs. Simulating many hurricane years allows the average hurricane cost to be computed.

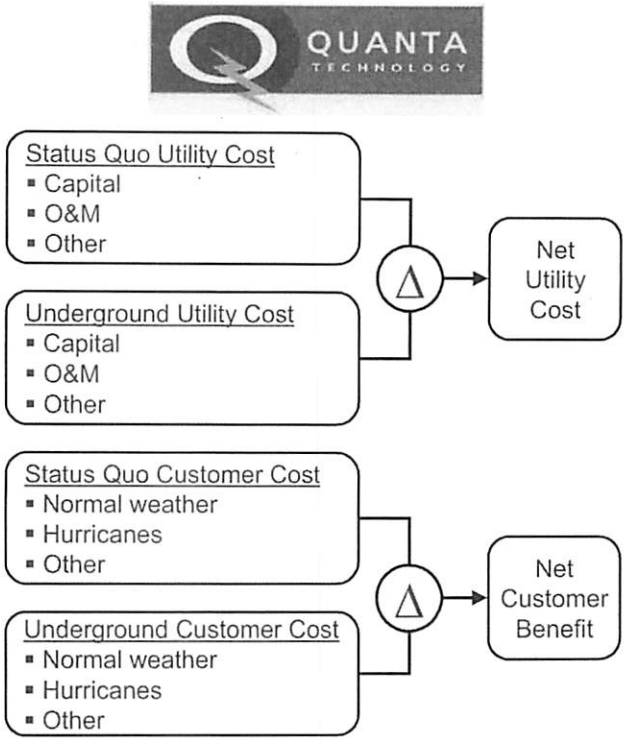

Figure A-2. Approach to Cost and Benefit Calculations

The output of the simulation is a list of initial utility costs, annual utility costs, customer interruption minutes during normal weather, and customer interruption minutes during hurricanes. The model is flexible enough to accommodate any cost category that can be characterized by initial cost and/or a recurring annual cost.

The model is designed to compare two cases. Typically, this will be the "status quo" case and a proposed undergrounding option. Hurricane simulations are performed automatically for both cases so that costs and reliability differences can be compared. This approach is shown in Figure A-2.

Consider a situation where a utility is considering an undergrounding project. When assessing this project, the utility will first enter information about the existing system. This allows the current utility costs, reliability performance, and customer costs to be calculated. The utility also enters information about the undergrounding project including the initial cost, annual costs, annual savings, and so forth. The assessment is then able to simulate the performance of the undergrounded system and compute associated utility costs, reliability performance, and customer costs. The difference in utility cost between the status quo and the proposed scenario is defined as the net utility cost. The difference in reliability performance is defined as net reliability benefit. When reliability benefit is translated into customer cost, it is defined as net customer cost. Net reliability benefit and net customer cost, taken together, constitute net customer benefit.

The scenario comparison in Figure A-2 is flexible and does not necessarily have to be used to compare the status quo to a proposed underground project. For example it could be used to compare the status quo to a proposed "hardened overhead" project where existing overhead structures are reinforced to better withstand wind damage. It could also be used to compare a proposed undergrounding project to a proposed hardened overhead project. Generally, the framework is suitable to compare any given "Scenario A" with another given "Scenario B." This allows a range of options to be explored and compared based

on their incremental cost above the next least expensive option and their incremental benefit above the next least expensive option.

The methodology described above has been implemented in a Microsoft Excel (version 2003) spreadsheet with embedded computer programming. It can be run on any computer with Excel. A detailed user guide to this spreadsheet is provided in Section 2 in the body of this report, and the spreadsheet is applied to four Florida case studies in Section 8.

As concluded in Phase 2 report, there is not sufficient data for the four Florida case studies to compare the output of the *ex ante* model to historical realized benefits. There is not even enough data to determine upper and lower bounds of potential results. Analyzing the cases studies with the model is done to provide insights into how different variables affect costs and benefits of undergrounding; the purpose is not to replicate actual realized benefits or to anticipate future benefits.

It must be understood that the methodology requires the user to input many parameters and many assumptions. For many of these parameters and assumptions, there is little basis in historical data and expert judgment must be used. It is beyond the scope of this project to recommend parameters and assumptions. The spreadsheet should be viewed as a "calculator" and it is the responsibility of the user to make appropriate decisions about input parameters and assumptions.

> The methodology and corresponding tool described in this report should be viewed as a "calculator." It is the responsibility of the user to make appropriate decisions about input parameters.

Even if utilities do not have a large amount of data from which to base assumptions and parameter selections, much insight can be gained by using the tool. In fact, the tool can be used to determine the sensitivity of results to certain assumptions and certain parameters.

The conversion of overhead electric power distribution facilities to underground has been a topic of discussion in Florida for more than twenty years. The topic has been studied, discussed, and debated many times at the state, municipal, and local levels. Overhead construction is generally the standard for new construction, with developers or customers typically paying for any incremental cost for underground construction. However, all investor-owned utilities are required to have a process where customers can opt to underground existing overhead service by paying the incremental cost. For municipals and cooperatives, the decision to underground is left to local citizen boards.

It is well-known that the conversion of overhead electric distribution systems to underground is costly, and these costs almost always exceed quantifiable benefits. This conclusion is reached consistently in many reports that range from state-wide studies to very small projects. However, there is no consistent approach has been used to compute the costs and benefits of proposed undergrounding projects, making studies difficult to interpret and use for making decisions.

As more areas in Florida begin to explore the possibility of underground conversion, it becomes increasingly desirable to have a consistent methodology to assess the associated costs and benefits. Results from a trusted approach can provide insight, lead to better projects, aid in customers communicating with utilities, and potentially help guide certain regulatory approaches.

This report has presented a methodology capable of computing the costs and benefits of potential undergrounding projects. The methodology can also be used to compute the costs and benefits of other activi-

ties that have an impact on hurricane performance such as the hardening of overhead systems. The methodology used a detailed simulation with the following components: hurricane module, equipment damage module, restoration module, and cost-benefit module. This methodology has been implemented in a spreadsheet application so that it can be easily used by interested parties.

The conversion of overhead electric infrastructure to underground is of interest around the country and around the world. Often times underground conversion proposals are either pursued or rejected without a systematic analysis of costs and benefits. The methodology presented in this report is an attempt to add consistency, rigor, and thoroughness to these types of analyses. At present, the methodology is specific to the state of Florida, but the general approach is valid wherever extreme weather events have the potential to wreck havoc on electricity infrastructure.

PURC's Hardening Research

Jamison,Mark A [mark.jamison@warrington.ufl.edu]

Sent: Tuesday, November 13, 2012 1:20 PM

To: Michael Karukin

Cc: Kury,Ted [ted.kury@warrington.ufl.edu]; Melissa L. Stevens Pickle [melissa.stevens@warrington.ufl.edu]

Thank you for contacting PURC about our storm hardening research. The research is summarized in reports found at http://warrington.ufl.edu/centers/purc/research/energy.asp under the heading "Research in Electricity Infrastructure Hardening".

As you can see in our reports, such as our initial report at http://warrington.ufl.edu/centers/purc/docs/report_PURC_Collaborative_Research_2007.pdf, this research was conducted at the direction of the Florida Public Service Commission (Florida Public Service Commission Order No. PSC-06-00351-PAA-EI issued April 25, 2006) to analyze ways that Florida could better prepare its electric infrastructure for severe storms, such as hurricanes. All of the work was done with the oversight of a steering committee and reviewed by the staff of the Florida Public Service Commission. PURC provided an annual report to the sponsors, who then provided it to the Florida Public Service Commission as part of their annual reports to the Commission on storm hardening. PURC was present on several occasions at public meetings of the Commission to describe the research and answer questions.

As should always be the case with academic research, the methods that PURC used for this research are available for all to view and critique. We would be happy to discuss the research with anyone who has an interest.

Best,

dr.j.

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vCard

"Leadership in Infrastructure Policy"

"Where there is no vision, the people perish." Solomon

Cost-Effectiveness of Undergrounding Power Lines

Presented by
Kevin J. Mara, P.E.

HiLINE ENGINEERING
a GDS Company

Introduction

- Hi-Line Engineering is a consulting firm specializing in the design distribution systems
- We design 300 miles of line each year
- Teach over 30 training classes on proper design of overhead and underground distribution lines
- Provide expert testimony regarding public contact with distribution lines
- General consulting for planning the expansion of power systems

Hi LiNE ENGINEERING
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Training for North American Wood Pole Council

- Wood Pole Structure Design Seminar
  - Nashville April 3-5
  - Nashville Sept 25-27
- Focus on distribution line design
  - Conductor characteristics
  - Pole strengths
    - Calculation of wind loading
  - Pole-Top assemblies
  - Guying and Anchoring
    - Calculation of loading

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Desire for Underground Utilities

- The Public wants underground utilities
  - Desire the college campus look
- Most new subdivisions are fed underground
  - Reported 9 out 10
  - Many comminutes require underground utilities before approving subdivision
  - Developers want underground utilities and even advertise underground utilities.

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Commercial Developments

- Developer's desire underground service
  - Aesthetics
- Utility's also like underground to commercial developments
  - Less expensive
  - Padmounts verse two-pole platform mounted
  - Vehicle damage is reduced
  - Clearance limitations

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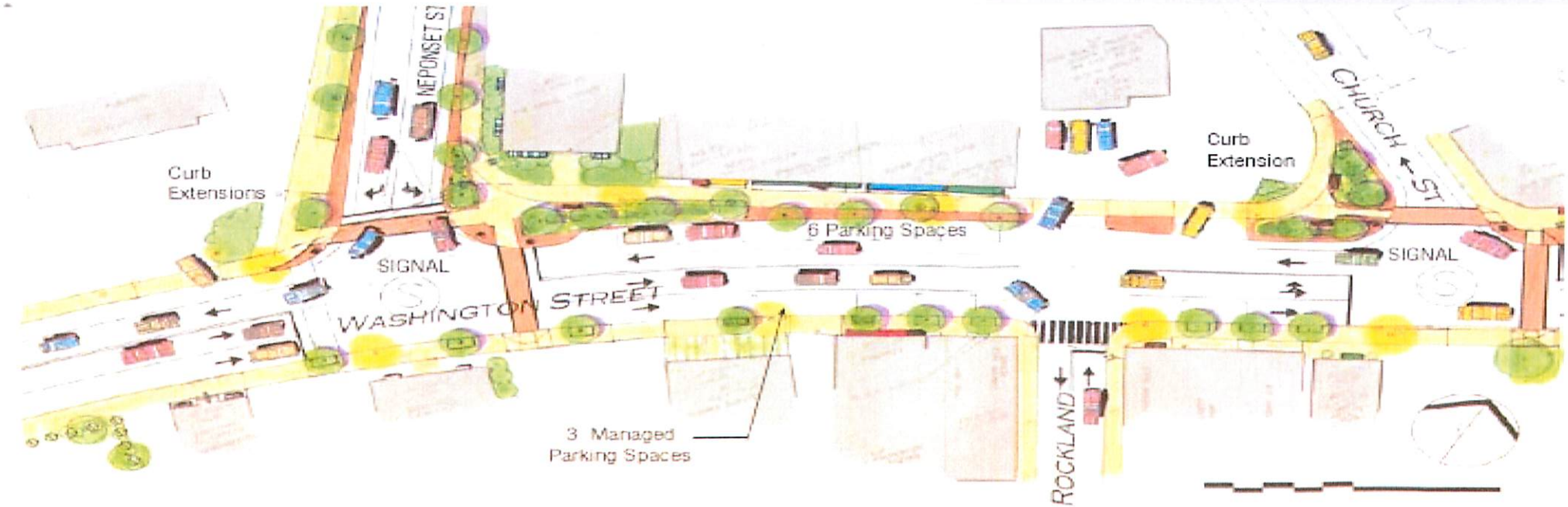
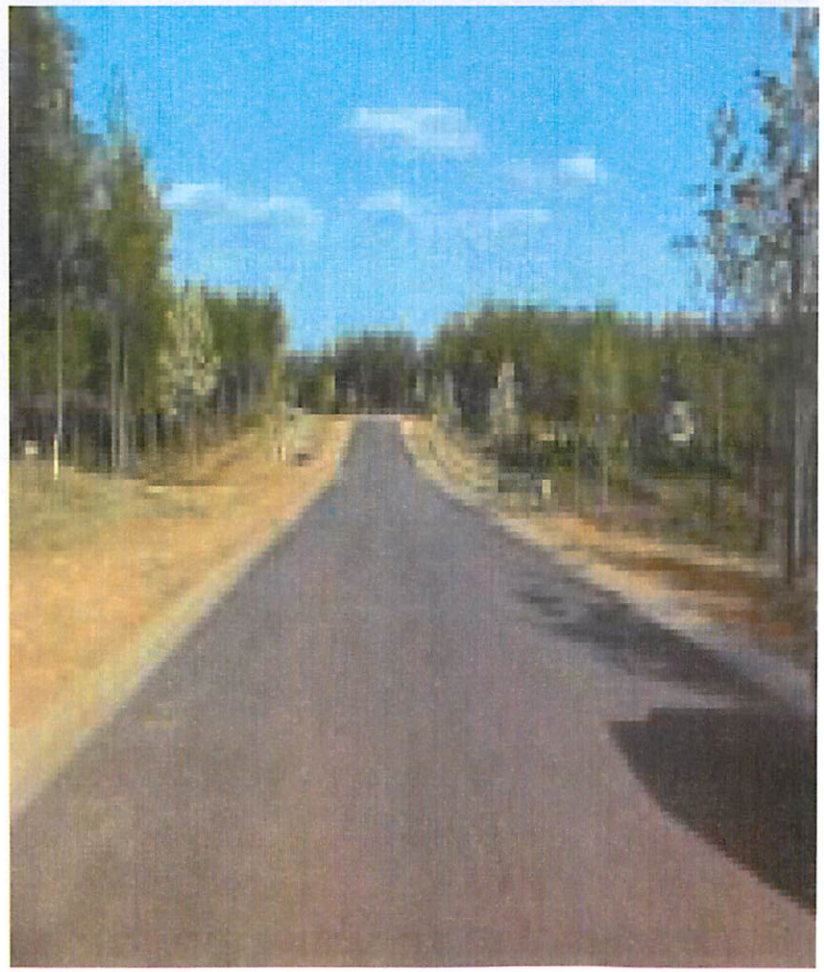
Undergrounding Trends

- One Alabama Cooperative Experience
  - 55% of new services are underground in 2000
  - 75% of new services are underground in 2006
- Streetscape projects
  - Urban beautification
- Comprehensive Plan for Undergrounding
  - San Antonio, Tx
  - Colorado Springs, Co
  - Williamsburg, Va
  - Tocoma, Wa



Desire for Underground

- Communities want underground
- Willingness to pay for underground
  - Cost in Aide
  - 0-$1000s/lot
- Selling point for new homes
- Can it be justified?
  - Not affected by storms
  - No right-of-way maintenance
  - Considered safer



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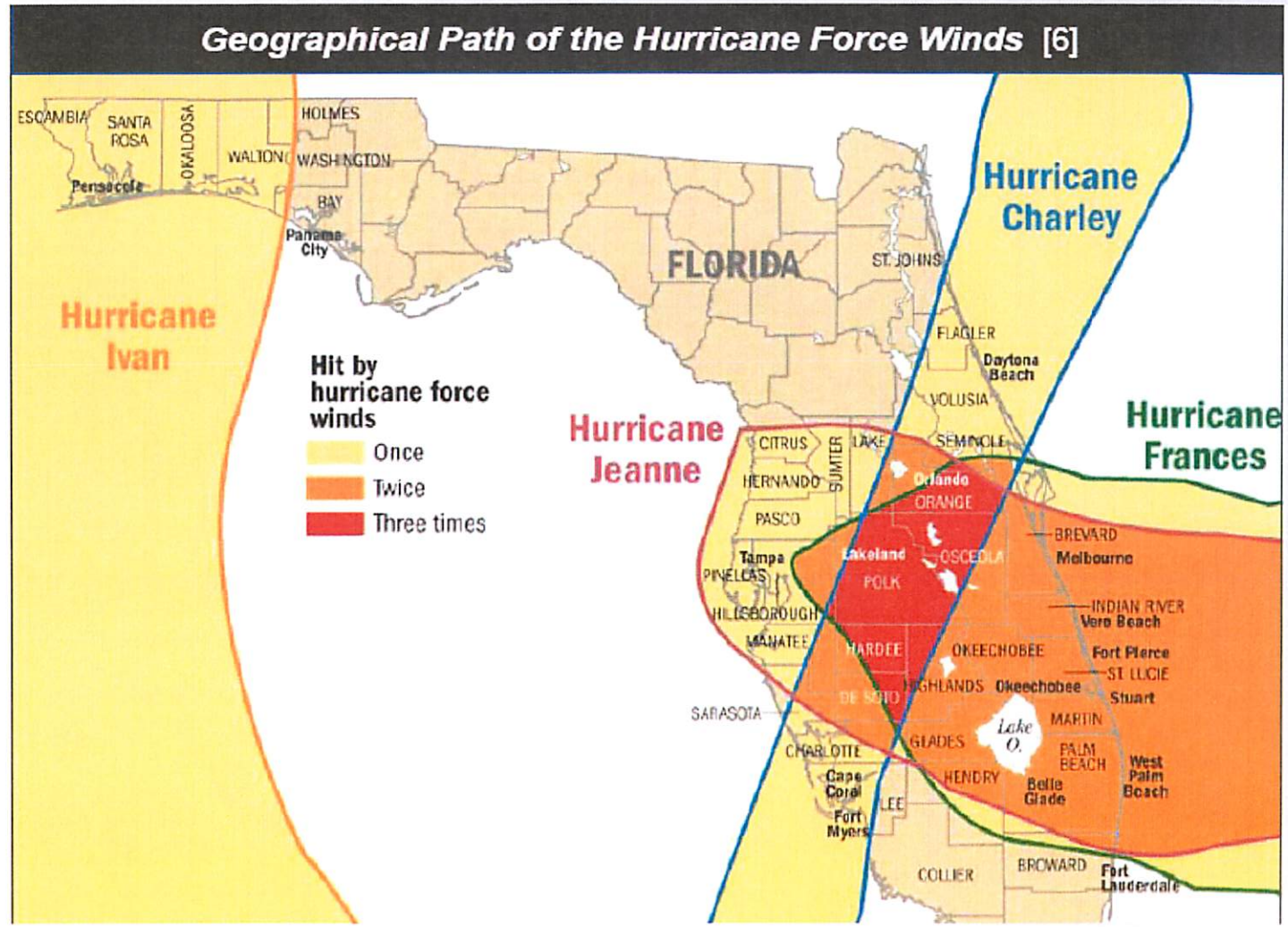
After severe storms, the public/governmental agencies want to replace overhead line with underground lines

Recent Studies

- Florida
- Virginia
- North Carolina
- Maryland



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Cost Effectiveness of Undergrounding

Cost per Mile of Overhead Systems

- $15,000 for 1-phase
- $80,000 for 3-phase
- $250,000 for extra large 3-ph

- Service $1,500 to $2,500
- 25 kVA Transformer $1,000

Cost per Mile of Underground Systems

- $25,000 for 1-phase
- $160,000 for 3-phase
- $1,500,000 for extra large 3-ph

- Service $2,000 to $5,000
- 25kVA Padmount Transformer $2,000

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Cost Effectiveness of Undergrounding

- High initial cost of underground offset by
  - Reduction in tree trimming costs
    - (largest cost outside of power costs)
  - Reduction in vehicle accidents
    - (17% of highway deaths involve poles)
  - Reduction restoration costs
  - Reduction in line losses
    - Larger conductors

- All the states that have recently studied and analyzed the cost compared to the savings have the same conclusion
  - Undergrounding CAN NOT be justified based on economics

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Virginia 2005 Study

Economic Benefit	Annualized Benefits	Annualized Cost
Underground Power Lines		$10,000,000,000
O&M Savings	Negligible	
Tree trimming savings	$50,000,000	
"100-Yr" Post Storm rebuild	$40,000,000	
Avoided Sales Lost	$14,000,000	
Avoided Vehicle Accidents	$150,000,000	
Avoided Outages	$3,670,000,000	
Total	**$3,924,000,000**	**$10,000,000,000**

Cost is based on initial investment of $93,900,000,000

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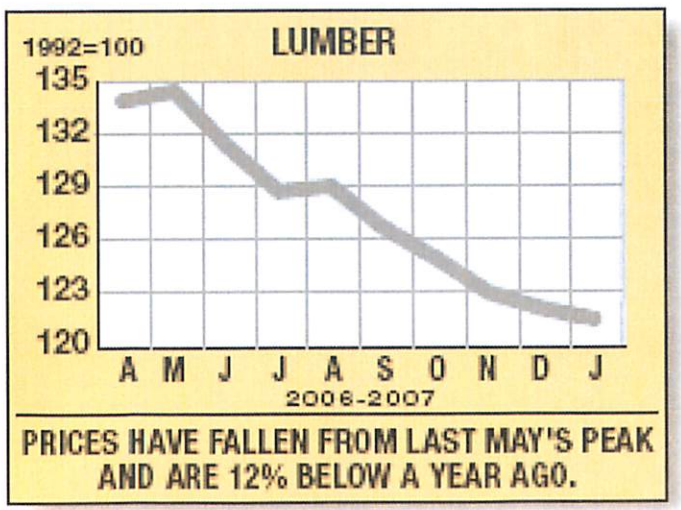
Service Life and Reliability

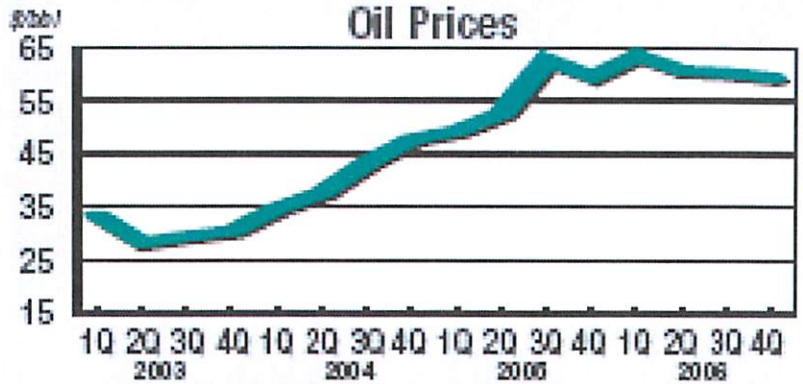
- Service Life
  - Overhead lines 30-50 years
    - 30 years for poles, 50 years for conductor
  - Underground lines 30 years
    - 30 years for cable, could be less for padmounted equipment
- Reliability
  - Underground reliability fades after 25 years
  - Fewer outages but longer outages
    - North Carolina study reported
      - 92 minutes for overhead outages
      - 145 minutes for underground outages

Trending Differences Costs

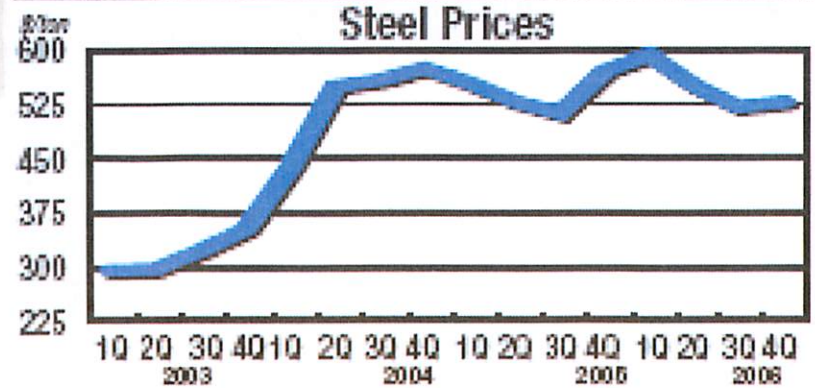
- Labor is about the same
- Overhead material costs will track wood pole prices
- Underground material costs track oil and metal prices
  - Conduit and cable insulation, padmounted cabinets



High oil prices are expected to remain near $60 per barrel throughout 2006.



SOURCE: GLOBAL INSIGHTS. AVERAGE PRICE OF WEST TEXAS INTERMEDIATE CRUDE. 2006 FIRST-QUARTER ESTIMATE AND FORECAST.



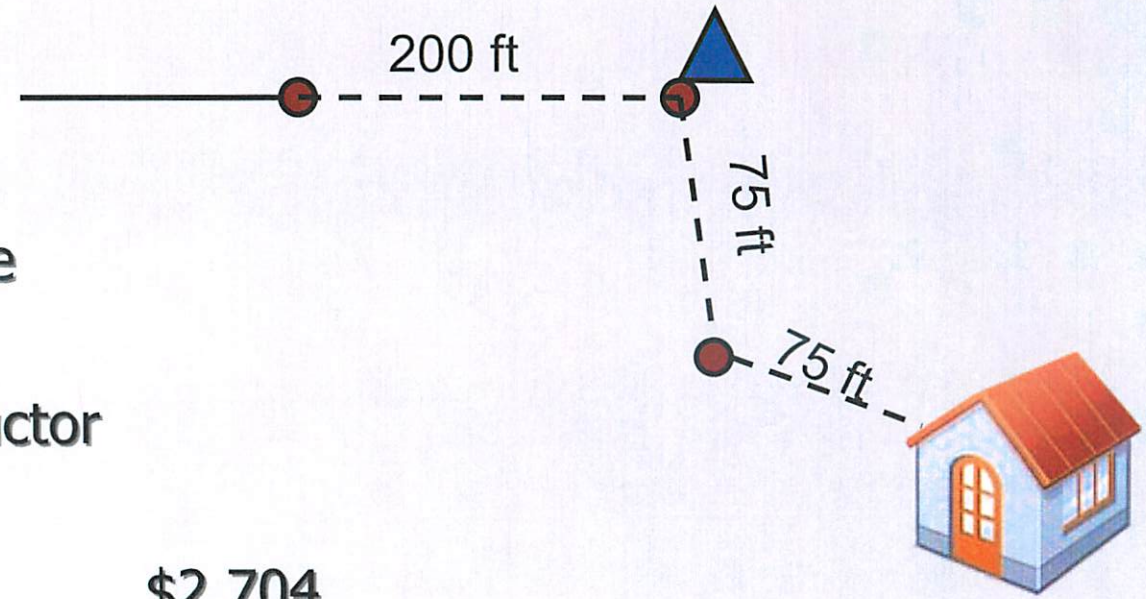
SOURCE: GLOBAL INSIGHTS.

Structural steel prices are holding near peak levels set in 2004.

HiLiNE ENGINEERING
a GDS Company

Case Study

- Single family home
  - 2,400 square feet
- 200 feet of 7,200 volt line
- Transformer
- 150 feet of service conductor



Overhead	$2,704
Underground	$4,763
Hybrid	$3,325

Overhead 7200 volt

Underground Service

(cost of conduit & trench = $706)

HiLiNE ENGINEERING
a GDS Company

Undergrouding the Last Span

- The service drop to the house is vulnerable outages
  - Falling trees
  - Trees not trimming as aggressively on service drops
- When a tree falls on service drop
  - Pulls the weather head off the house
  - The weather head is owned by the customer
    - He/She must make repairs before restoration of power
- Undergrounding the last span will reduce outage times
  - Encouraged by some communities and utilities

Conclusions

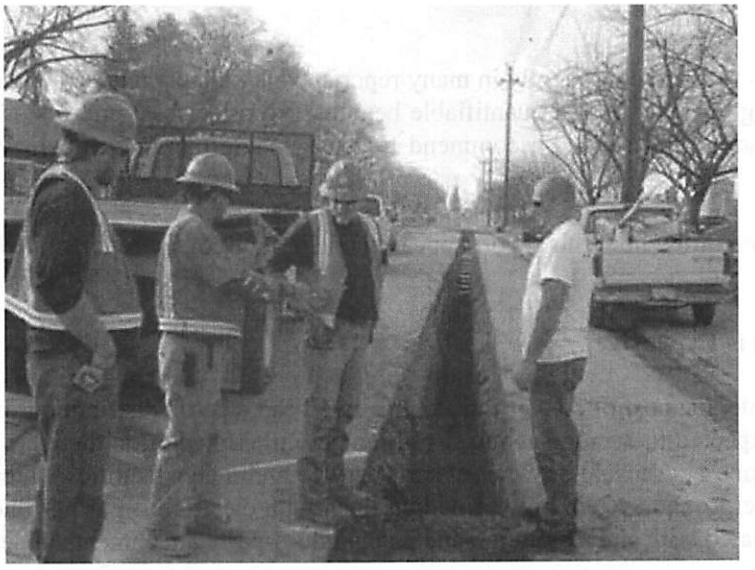
- Underground power is not cost-effective
  - According to four state commissions
- Studies shows benefits
  - Reduced tree trimming
  - Reduced restoration cost from severe storms
  - Not enough benefits to justify cost
- Public believes there is a value
  - Willing to pay for additional costs
  - Reason is aesthetics
  - As long undergrounding costs remains a small percentage of the home cost
    - Home buyers will continue to demand underground

HiLiNE ENGINEERING
a GDS Company

InfraSource

Undergrounding Assessment Phase 1 Final Report:

Literature Review and Analysis of Electric Distribution Overhead to Underground Conversion



Prepared for: Florida Electric Utilities

Prepared by: InfraSource Technology

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February 28th 2007

InfraSource

Executive Summary

The conversion of overhead electric power distribution facilities to underground has been a topic of discussion in Florida for more than twenty years. The topic has been studied, discussed, and debated many times at the state, municipal, and local levels. Overhead construction is the standard in Florida, but all investor-owned utilities are required to have a process where customers can opt to underground existing overhead service by paying the incremental cost. For municipals and cooperatives, the decision to underground is left to local citizen boards.

This report presents the results of a review of relevant previous undergrounding studies done in Florida as well as literature on the subject from throughout the US and around the world. This review finds that the conversion of overhead electric distribution systems to underground is costly, and these costs are far in excess of the quantifiable benefits presented in existing studies, except in rare cases where the facilities provide particularly high reliability gains or otherwise have a higher than average impact on community goals.

This conclusion is reached consistently in many reports, which almost universally compare the initial cost of undergrounding to the expected quantifiable benefits. No prior cost benefit study recommends broad-based undergrounding, but several recommend targeted undergrounding to achieve specific community goals.

All numbers quoted throughout this report appear in one or more of the reports cited.[1]

Undergrounding is Expensive

As a rough estimate, the cost of converting existing overhead electric distribution lines and equipments to underground is expected to average about $1 million per mile. In addition there are costs required to convert individual home and business owner electric service and meter facilities so they will be compatible with the new underground system now providing them with electricity. Further, there are separate, additional costs associated with site restoration and placing third-party attachments underground.

When only considering the direct utility cost of a conversion from overhead to underground, studies find that undergrounding distribution facilities in residential neighborhoods served by investor-owned utilities in Florida would cost an average of about $2,500 per residential customer affected. Undergrounding residential main-trunk feeders (those lines leading to residential neighborhoods) throughout Florida would cost an average of about $11,000 per residential customer affected. Undergrounding all main trunk commercial feeders (those feeding business and office areas, etc.) in Florida would cost an average of about $37,000 per commercial customer affected.

Costs in any particular situation could vary widely from these estimates depending upon electric system design, construction standards, customer density, local terrain, construction access issues, building type, and service type. Existing studies estimate the wholesale conversion of overhead electric distribution system to underground would require that electricity rates increase to approximately double their current level, or possibly more in areas with a particularly low customer density.

[1] References are intentionally left out of this Executive Summary. They are included throughout the main body of the report.

Further Costs Must Be Incurred to Obtain Complete Aesthetic Benefits

Nearly every study and examination of overhead to underground conversion notes in some manner that removing the poles, overhead lines and equipment, and in some cases above-ground facilities required for the overhead utilities will improve the visual appeal – the aesthetics – of an area, be it residential or commercial property. Opinions and analytical studies of the value of this aesthetic improvement differ widely as to results, but no studies examined in this report conclude that aesthetics had a *quantifiable* monetary benefit that substantially affected the overall benefit-to-cost ratio for the conversion.

Regardless, there is no doubt that some municipal governments, developers, businesses, and homeowners value the aesthetic improvement brought about by undergrounding of utilities very highly. This is evident because some choose pay the cost differential for underground service themselves (for new construction).

The electric system conversion costs discussed above would *not* always provide aesthetic improvement without additional expenses to convert third-party utilities such as telephone and cable television to underground. The costs necessary to relocate all remaining utilities underground is most often estimated at somewhere between 10% and 30% beyond the cost of the electric conversion.

Undergrounding Provides a Number of Benefits

In return for the considerable expense, electric customers can receive a number of potential benefits from the undergrounding of their overhead systems. The following is a list of benefits most often mentioned in undergrounding reports and studies:

Potential Benefits of Underground Electric Facilities

- Improved aesthetics;
- Lower tree trimming cost;
- Lower storm damage and restoration cost;
- Fewer motor vehicle accidents;
- Reduced live-wire contact;
- Fewer outages during normal weather;
- Far fewer momentary interruptions;
- Improved utility relations regarding tree trimming;
- Fewer structures impacting sidewalks.

Undergrounding Has a Number of Potential Disadvantages

There are a number of potential disadvantages which need to be considered whenever the conversion of overhead facilities to underground is evaluated. The following is a list of potential disadvantages most often mentioned in undergrounding reports and studies:

Potential Disadvantages of Underground Electric Facilities

- Stranded asset cost for existing overhead facilities;
- Environmental damage including soil erosion, and disruption of ecologically-sensitive habitat;
- Utility employee work hazards during vault and manhole inspections;
- Increased exposure to dig-ins;
- Longer duration interruptions and more customers impacted per outage;
- Susceptibility to flooding, storm surges, and damage during post-storm cleanup;
- Reduced flexibility for both operations and system expansion;
- Reduced life expectancy
- Higher maintenance and operating costs;
- Higher cost for new data bandwidth.

Financing Options

The reports and references reviewed in this report all conclude that undergrounding incurs a very substantial additional cost compared to that for overhead distribution, even as they differed on what that cost was and how much of it was justified based on the benefits obtained. Ultimately, those undergrounding costs must be paid if the conversion is to be done. There are many funding options to cover these costs, and selecting the most appropriate financing approach is a critical part of the overall undergrounding process. The following are methods of financing that are most often cited in reports and studies (combinations of these options can be used as well):

Basic Financing Options

- Customer funded;
- Higher electricity rates;
- Higher taxes;
- Special tax districts;
- Utility set-asides;
- Federal funding;
- Private sector funded.

Overall Conclusion

The Florida Public Service Commission as well as many municipalities and electric customers in Florida are interested in undergrounding electric distribution systems in order to improve aesthetics, improve reliability of service, and reduce vulnerability to hurricane damage. The benefits associated with improved aesthetics are not quantifiable. Without considering aesthetics, no study reviewed in this report concludes that wholesale conversion of overhead electric distribution lines to underground can be fully cost justified.

In summary, a review of the body of public knowledge on the undergrounding of electric distribution facilities reveals the following:

Summary of Literature Review on Electric Distribution Underground Conversion

- No state is requiring extensive undergrounding of existing distribution facilities;
- Conversion of overhead facilities to underground is rarely 100% justified on the basis of costs and quantifiable benefits;
- *Ex post* analyses on actual underground conversion projects have not been done;
- Few studies address the potential negative impacts of undergrounding;
- Few studies consider strengthening existing overhead systems as a potential cost-effective alternative to underground conversion;
- There are almost no academic or industry publications that address storm reliability modeling of electric distribution systems;
- Until last year, there was no academic or industry literature that addressed failure rates during hurricanes as a function of hurricane strength;
- Existing research on mitigating the impacts of major storms on electric distribution systems is not sufficient for use in a detailed study.

InfraSource

Final Report

Undergrounding Assessment Phase 2 Report: Undergrounding Case Studies

Prepared for: Florida Electric Utilities

Prepared by: InfraSource Technology

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August 6th 2007

Executive Summary

This report presents the results of Phase 2 of a three phase project to investigate the implications of converting overhead electric distribution systems in Florida to underground (referred to as undergrounding). The purpose of Phase 2 is to examine the costs and benefits of actual undergrounding projects that have been completed. The focus is to identify the drivers of each project; discuss the challenges of each project; and to collect data that can serve as a real-world basis for the *ex ante* modeling in Phase 3. A summary of the four case studies examined in Phase 2 is shown in Table A.

Table A. Summary of Case Studies

Project	Utility	Year of Conversion	Circuit Miles of Converted Overhead	Circuit Miles of New Underground
Pensacola Beach	Gulf Power	2006	2.6	6.8
Sand Key	Progress Energy Florida	1996	1.8	1.7
Allison Island	Florida Power & Light	2000	0.5	1.0
County Road 30A	Chelco	2006	0.8	0.8

A review of the case studies reaches the same conclusion reached in the Phase 1 literature review: the initial cost to convert overhead distribution to underground is high, and there is insufficient data to show that this high initial cost is 100% justifiable by quantifiable benefits such as reduced O&M cost savings and reduced hurricane damage. Increased data collection can potentially increase the amount of quantifiable benefits, but it is unlikely that these benefits will 100% justify high initial cost, except potentially in a situation where an undergrounded system is struck by multiple severe hurricanes. For all of these case studies, by far the strongest reason for undergrounding is to improve the aesthetics of the area. Additional observations relating to these case studies include:

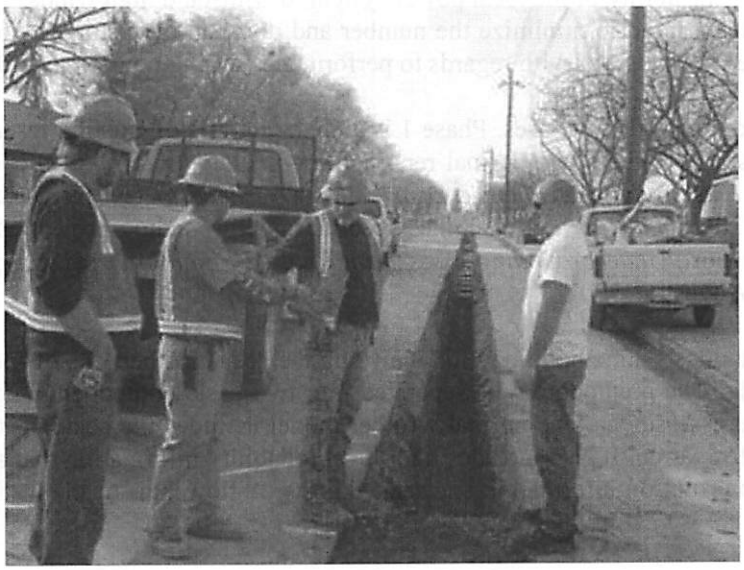
- All case studies occurred in coastal areas.
- Two of the four projects were done in conjunction with roadway widening projects.
- More circuit miles of underground are sometimes built than the original overhead amount. This is typically to create an underground loop that increases operational flexibility and the ability to respond to faults.
- Cost per circuit mile figures corresponds to those identified in the Phase 1 literature search.
- Cost per customer varies widely based on both the cost per circuit mile and the amount of high density housing such as high rise condominiums.

Not much data is available on the impact of the case studies on non-storm reliability and hurricane performance. The little data that is available indicates that non-storm reliability is not significantly different after undergrounding, and that hurricane reliability of underground systems is not perfect due to storm surge damage.

For these case studies, there is an extensive amount of project description and project cost data, but limited avoided cost and benefit data. These case studies can certainly be used as an input for an *ex ante* model, but there is not sufficient data to compare the output of the *ex ante* model to historical realized benefits. There is not even enough data to determine upper and lower bounds of potential results. At this point, any *ex ante* model that is developed, such as the one to be developed in Phase 3, must be justified by its model assumptions rather than by its ability to replicate realized benefits from any of these case studies.

Final Report

Undergrounding Assessment Phase 3 Report: *Ex Ante* Cost and Benefit Modeling



Prepared for: Florida Electric Utilities

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May 21st 2008

Executive Summary

This report is the Phase 3 deliverable of a project awarded in response to RFP #U-1 issued by the Florida Electric Utilities. RFP #U-1 was a result of Florida Public Service Commission Order No. PSC-06-0351-PAA-EI, which directs each investor-owned electric utility in Florida to establish a plan that increases collaborative research to further the development of storm-resilient electric utility infrastructure and technologies that reduce storm restoration costs and interruptions to customers. Municipal electric and cooperative electric utilities are participating voluntarily.

The scope of the overall project (all three phases) is to investigate the implications of converting overhead electric distribution systems in Florida to underground (referred to as undergrounding). The primary focus of the project is the impact of undergrounding on the performance of the electric infrastructure during hurricanes, which is the ability of the local power system to withstand high winds, storm surges, and other damage from hurricanes and to minimize the number and duration of customer interruptions. This study also considers benefits and issues with regards to performance during non-storm situations.

The project is divided into three phases. Phase 1 is a meta-analysis of existing research, reports, methodologies, and case studies. The Phase 1 final report, *Undergrounding Assessment Phase 1 Final Report: Literature Review and Analysis of Electric Distribution Overhead to Underground Conversion*, was issued on February 28th 2007. Phase 2 examines specific undergrounding project case studies in Florida. The Phase 2 final report, *Undergrounding Assessment Phase 2 Final Report: Undergrounding Case Studies*, was issued on August 6th 2007.

Phase 3 develops and tests a methodology for analyzing the costs and benefits of specific undergrounding proposals in Florida. The methodology is separated into two basic components: normal weather assessment and hurricane assessment. The normal weather model includes the basic cost of utility capital and operational cost information. It also includes high-level reliability information that allows for the calculation of customer interruption information and related costs. A flowchart of the methodology is shown in Figure A-1.

The hurricane model determines infrastructure damage and related costs associated with tropical storms of hurricane strength when making landfall in Florida. To perform a cost and benefit analysis of sufficient detail to meet the objectives of this project, it is necessary to simulate hurricanes moving across Florida. Therefore, a large component of the hurricane model is dedicated to simulating hurricane years. For each year of simulation, the number of landfall hurricanes is randomly determined based on historical hurricane data. For each hurricane (if any), the landfall location, direction, speed, strength, and other parameters are also randomly determined based on historical hurricane data.

When a hurricane makes landfall, a storm surge model determines the amount of infrastructure damage that occurs in susceptible areas due to the wall of water (i.e., storm surge) that the hurricane pushes onto coastal areas.

As the hurricane travels over land, the simulation model keeps track of the fastest wind gusts to which each location is exposed. This determines the amount of wind damage that occurs during the hurricane. The model is flexible enough to consider many types of construction with many types of wind loading characteristics. This includes standard construction (e.g., Grade B, Grade C), "hardened" systems, and others.

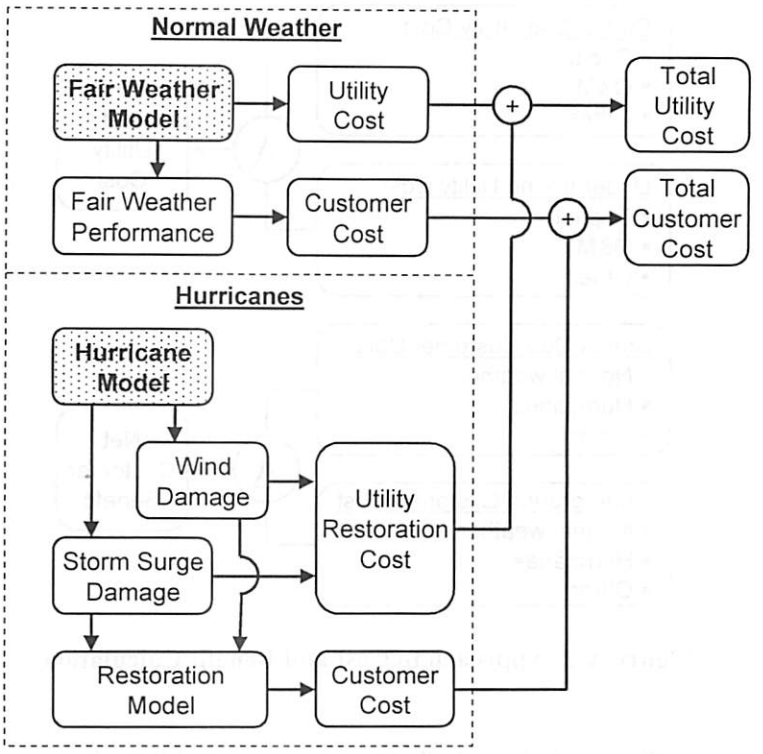

Figure A-1. Overview of Methodology

For each simulated hurricane, the model determines the amount of damage both for the proposed project area and for the entire service territory of the associated utility. Damage for the entire service territory is needed to determine the total utility restoration time, which then determines the restoration time for the proposed project area.

Once the total hurricane damage is determined for the entire project area, a restoration model is used to determine when repairs on the proposed project area begin and end. This restoration model includes factors such as startup inefficiencies (e.g., due to debris on roads), crew ramp up, and the difference between overhead crews and underground crews.

The hurricane damage and restoration models provide information that allows for the calculation of utility restoration costs, customer interruptions, and the customer costs associated with the interruptions. Taken together, the utility and customer costs constitute the total costs of the hurricane as it relates to electric utility infrastructure.

After simulating the costs and benefits of all hurricanes in a specific hurricane year, additional hurricane years can be simulated. Many simulated years will have no hurricanes and will therefore have no hurricane costs. Some simulated years will have a single weak hurricane and will therefore have small hurricane costs. Some simulated years will have multiple major hurricanes and will therefore have significant hurricane costs. Simulating many hurricane years allows the average hurricane cost to be computed.

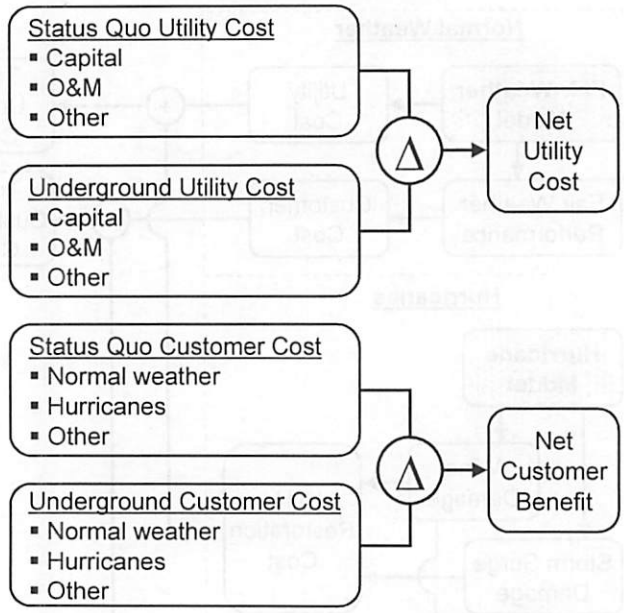

Figure A-2. Approach to Cost and Benefit Calculations

The output of the simulation is a list of initial utility costs, annual utility costs, customer interruption minutes during normal weather, and customer interruption minutes during hurricanes. The model is flexible enough to accommodate any cost category that can be characterized by initial cost and/or a recurring annual cost.

The model is designed to compare two cases. Typically, this will be the "status quo" case and a proposed undergrounding option. Hurricane simulations are performed automatically for both cases so that costs and reliability differences can be compared. This approach is shown in Figure A-2.

Consider a situation where a utility is considering an undergrounding project. When assessing this project, the utility will first enter information about the existing system. This allows the current utility costs, reliability performance, and customer costs to be calculated. The utility also enters information about the undergrounding project including the initial cost, annual costs, annual savings, and so forth. The assessment is then able to simulate the performance of the undergrounded system and compute associated utility costs, reliability performance, and customer costs. The difference in utility cost between the status quo and the proposed scenario is defined as the net utility cost. The difference in reliability performance is defined as net reliability benefit. When reliability benefit is translated into customer cost, it is defined as net customer cost. Net reliability benefit and net customer cost, taken together, constitute net customer benefit.

The scenario comparison in Figure A-2 is flexible and does not necessarily have to be used to compare the status quo to a proposed underground project. For example it could be used to compare the status quo to a proposed "hardened overhead" project where existing overhead structures are reinforced to better withstand wind damage. It could also be used to compare a proposed undergrounding project to a proposed hardened overhead project. Generally, the framework is suitable to compare any given "Scenario A" with another given "Scenario B." This allows a range of options to be explored and compared based

on their incremental cost above the next least expensive option and their incremental benefit above the next least expensive option.

The methodology described above has been implemented in a Microsoft Excel (version 2003) spreadsheet with embedded computer programming. It can be run on any computer with Excel. A detailed user guide to this spreadsheet is provided in Section 2 in the body of this report, and the spreadsheet is applied to four Florida case studies in Section 8.

As concluded in Phase 2 report, there is not sufficient data for the four Florida case studies to compare the output of the *ex ante* model to historical realized benefits. There is not even enough data to determine upper and lower bounds of potential results. Analyzing the cases studies with the model is done to provide insights into how different variables affect costs and benefits of undergrounding; the purpose is not to replicate actual realized benefits or to anticipate future benefits.

It must be understood that the methodology requires the user to input many parameters and many assumptions. For many of these parameters and assumptions, there is little basis in historical data and expert judgment must be used. It is beyond the scope of this project to recommend parameters and assumptions. The spreadsheet should be viewed as a "calculator" and it is the responsibility of the user to make appropriate decisions about input parameters and assumptions.

> The methodology and corresponding tool described in this report should be viewed as a "calculator." It is the responsibility of the user to make appropriate decisions about input parameters.

Even if utilities do not have a large amount of data from which to base assumptions and parameter selections, much insight can be gained by using the tool. In fact, the tool can be used to determine the sensitivity of results to certain assumptions and certain parameters.

The conversion of overhead electric power distribution facilities to underground has been a topic of discussion in Florida for more than twenty years. The topic has been studied, discussed, and debated many times at the state, municipal, and local levels. Overhead construction is generally the standard for new construction, with developers or customers typically paying for any incremental cost for underground construction. However, all investor-owned utilities are required to have a process where customers can opt to underground existing overhead service by paying the incremental cost. For municipals and cooperatives, the decision to underground is left to local citizen boards.

It is well-known that the conversion of overhead electric distribution systems to underground is costly, and these costs almost always exceed quantifiable benefits. This conclusion is reached consistently in many reports that range from state-wide studies to very small projects. However, there is no consistent approach has been used to compute the costs and benefits of proposed undergrounding projects, making studies difficult to interpret and use for making decisions.

As more areas in Florida begin to explore the possibility of underground conversion, it becomes increasingly desirable to have a consistent methodology to assess the associated costs and benefits. Results from a trusted approach can provide insight, lead to better projects, aid in customers communicating with utilities, and potentially help guide certain regulatory approaches.

This report has presented a methodology capable of computing the costs and benefits of potential undergrounding projects. The methodology can also be used to compute the costs and benefits of other activi-

ties that have an impact on hurricane performance such as the hardening of overhead systems. The methodology used a detailed simulation with the following components: hurricane module, equipment damage module, restoration module, and cost-benefit module. This methodology has been implemented in a spreadsheet application so that it can be easily used by interested parties.

The conversion of overhead electric infrastructure to underground is of interest around the country and around the world. Often times underground conversion proposals are either pursued or rejected without a systematic analysis of costs and benefits. The methodology presented in this report is an attempt to add consistency, rigor, and thoroughness to these types of analyses. At present, the methodology is specific to the state of Florida, but the general approach is valid wherever extreme weather events have the potential to wreck havoc on electricity infrastructure.

Attachment "3D"

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Please keep your community civil. All comments must follow the NPR.org Community rules and terms of use, and will be moderated prior to posting. NPR reserves the right to use the comments we receive, in whole or in part, and to use the commenter's name and location in any medium. See also the Terms of Use, Privacy Policy and Community FAQ.

8 comments

★ 0

Comments for this thread are now closed.

Discussion | Community | Share

Thad Moyseowicz · a year ago

I lived in a major northern European city as an expat from 2003-09, a city located at about the same latitude as Winnipeg and which buries its power cables, a city in an area with a very high water table (ever see the pictures of the waterlogged WWI Flanders Fields trenches?). I've come back to my country which during my teenage years landed men on the moon, and for a bit over a year have been in my nice upscale neighborhood in the greater DC area which adheres to the practice of hanging power cables off of creosoted pine poles, no doubt because it's a tried and true technology. Twice in the past 7 months I've suffered power outages in excess of 12 hours each [the first from a winter snowstorm, the most recent from Irene]. I never suffered a power outage in Europe (but I lost a major tree to a storm). Mr. Kury is absolutely correct that it would cost to transition to the more intelligent practice I'll even stipulate to his estimate. But he's on shaky ground when he invokes heat dissipation as a problem (the engineers in the country I lived in somehow managed to lick that). It is disheartening to return to a country whose infrastructure was once the world's envy but is now Third World.

2 · Share ›

Michael Ossar · a year ago

You forgot to ask Mr. Kury why we can't revise building codes to require that all *new* housing developments have buried power lines. Presumably the costs to bury power lines along with cable, sewer and other services in a new development would be much less that that of retrofitting existing communities. Somehow I don't remember seeing lots of utility poles in Paris, London, Berlin or any other European city. How come Slovenia can afford this sensible idea but the USA cannot?

1 · Share ›

Ted Kury · a year ago

I apologize if it wasn't clear, but the issue of heat dissipation is not a matter of technical feasibility. We bury power lines all of the time. We know how to do it. It is a matter of expense, however, as you're not just talking about burying an extension cord in the dirt.

0 · Share ›

Ted Kury · a year ago

I think that the intereest in the subject is great, but it's pretty unrealistic to think that you can cover it all in a ten minute interview, especially when it's edited down to four minutes. Overall, I think that the NPR staff did a great job condensing the interview to the major points. @MC: I'd love to know that too, but the data are deemed proprietary. It's a great question and would make a great paper. @Mitch: The success stories of undergrounding are myriad, but I stand by my statement that the question of whether to underground lines depends on a lot of factors. Undergrounding is not a universal best practice. @Martin: I actually said that it takes policymakers (on behalf of customers, generally), regulators, and utilities all working together, and that no one group can accomplish anything unilaterally. That's how we've been able to accomplish everything we've done in Florida. @Michael: It all comes down to what you're willing to pay. Do you know what they pay for electricity in Europe? Twice what we do. That will not fly here.

0 · Share ›

Emacee 1701 · a year ago

I see some missed points here, as well:

I've seen old pictures of New York with above-ground power lines. It would be interesting to know how/why the decision was made to bury power and other utility lines.

I grew up where powers and utility lines were always above ground. Now, the system seems much more vulnerable to outages, not just in extremely severe weather but power goes out in routine bad weather. I've always suspected that the utilities decided it was cheaper for them to fix things after an outage than to update, upgrade and maintain the system to prevent outages. I'd really love to see NPR find out if (1) outages have become more common and more lengthy and (2) if utilities are practicing deferred maintenance of their infrastructures.

0 · Share ›

Mitch Dion · a year ago

Advantages of Underground - White paper

http://www.underground2020.org/documents/Advantages%20of%20Undergrounding%20Util
09.pdf

0 · Share ›

Mitch Dion · a year ago

NPR you let him off without following the money. Mr. Kury, like the investor owned utilities that control distribution and transmission lines seemed to dismiss the real reliablity advantages for buried lines in favor of the industry spin to support their profits. The life cycle costs and the reductions in unquantifiable health impacts from EMR far out weigh the short falls of periodic flooding that generally do not occur in well constructed utility vaults (outside of a flood zone). Here in Fallbrook CA, we prefer them buried - too bad San Diego Gas and Electric is not interested in real savings - just profit. NPR follow the money for the

real story.

0 · Share ›

Martin Lagon · a year ago

Mr. Kury said that the public utility commissions had a large part in this. After Isabel in 2003, I discussed the matter with the Maryland PUC members. I suggested they take steps to require BG&E begin in 5 yrs and beyond to bury a percentage of their old lines per year. That PUC said they were not "empowered" to make such a recommendation. We spend 4 days in the dark, and I know it's happening again. I live in Denver Colorado now and guess what - it's very hard to find lines on poles here, at least in the parts I travel, and outages occur much much less.

0 · Share ›

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Would Burying Power Lines Reduce Power Outages?

August 29, 2011

Hurricane Irene left about 7 million homes and businesses without power. But could that number have been reduced if more power lines were buried? Robert Siegel speaks with Ted Kury, director of energy studies at the University of Florida's Public Utility Research Center, about the advantages and costs of buried power lines.

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ROBERT SIEGEL, host: Having grown up in a densely populated area - in fact, in the most densely populated neighborhood of our most densely populated city - I am still a little puzzled by downed power lines. Growing up, I figured that electricity, like water and subway trains, was something that traveled underground, and that meant no unsightly polls and cables running up and down First Avenue in Manhattan, no occasional outage due to a drunk driver crashing his Volvo into a poll and no fear that trees that snapped during snowstorms and hurricanes would fall on power lines and cut off electricity.

So with so many power lines felled by Hurricane Irene, we ask: Why don't we bury more power lines than we do? And we're going to put that question out to Ted Kury, who is director of energy studies at the University of Florida's Public Utility Research Center.

Welcome to the program.

TED KURY: Thank you.

SIEGEL: And I gather the answer is money. How expensive is it?

KURY: Certainly the cost is going to depend on the geography and the density of the region. A rule of thumb that we use down here in Florida is roughly a million dollars per mile.

SIEGEL: A million dollars per mile underground. And, say, above ground?

KURY: Well, that would be roughly the incremental cost.

SIEGEL: The incremental cost. I've heard the ratio 10 to 1 tossed around. That it's ten times more expensive to bury power lines than to run them above ground.

KURY: Ten to one is probably not a bad back in the envelope number.

SIEGEL: So it costs a great deal more to bury cables, but then again you don't routinely lose service in snow storms or hurricanes. Don't the costs of maintaining above ground lines start to add up?

KURY: Well, they do, but you're not really eliminating risk completely when you underground the power lines. You're simply trading off one type of risk for another. Yes, you've mitigated the risk of

losing power because of a failure in the pole or a tree getting blown into the lines. But you've traded that risk off for outages due to storm surge or to flooding.

SIEGEL: But underground aren't there other things already there in many of these same communities, say, you know, television cables underground?

KURY: Certainly. But you still have the expense of digging everything up again. And burying a power line underground, there are certain allowances that you have to make. When electricity flows through a distribution line or a transmission line it generates heat. And out in the air that heat is allowed to dissipate, but underground you have to make other allowances for basically cooling those lines.

SIEGEL: Do you think that the argument in favor of burying lines is in large part an aesthetic one? That only utilities think a utility pole is a thing of beauty?

KURY: Well, I think that people tend to only think about the reliability of the electric system when the power goes out. So most of the time - I would guess - when communities are making the decision to pay for power lines to be underground primarily it's aesthetic, because effectively you don't see the power lines every day if they're buried underground. Where any reliability benefit that may accrue is not even really obvious when there's a storm event.

SIEGEL: From what I'm hearing you say, I wouldn't expect any change here in American practice about whether power lines go underground or above ground.

KURY: Well, the problem is it's very difficult for a utility to unilaterally make that decision. Ultimately, the utility is responsible to the Public Service Commission of that particular state, who will assess whether a utilities expenditure was prudent. So it really does take a collective effort between policymakers and regulators and the utilities themselves to affect any kind of change. It really is an effort where everyone has to work together.

SIEGEL: Well, Ted Kury, thanks for talking with us about lines underground and above ground.

KURY: Thank you very much, Robert.

SIEGEL: Mr. Kury is director of energy studies at the Public Utility Research Center at the University of Florida.

(SOUNDBITE OF MUSIC)

MELISSA BLOCK, host: You are listening to ALL THINGS CONSIDERED.

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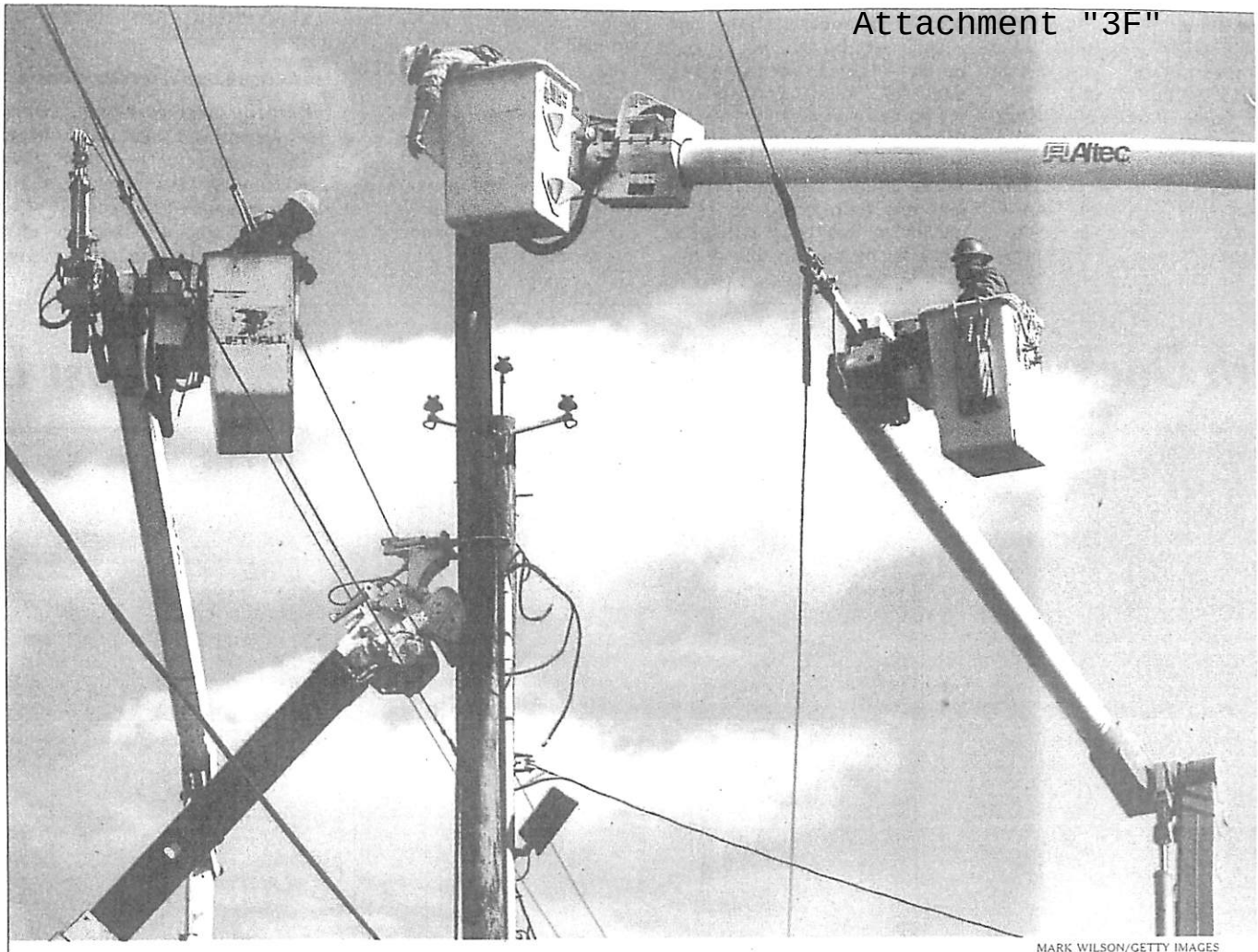

MARK WILSON/GETTY IMAGES

Utility workers in Seaside Heights, N.J., making pole repairs after the destruction caused by Hurricane Sandy.

Upgrade or Clean Up?

Hurricane Sandy Alters the Cost-Benefit Calculus for Utilities

This article is by ***Diane Cardwell, Matthew L. Wald and Christopher Drew.***

After Hurricane Sandy wreaked havoc with power systems in the Northeast, many consumers and public officials complained that the electric utilities had done far too little to protect their equipment from violent storms, which forecasters have warned could strike with increasing frequency.

But from a utility's perspective, the cold hard math is this: it is typically far cheaper for the company, and its customers, to skip the prevention measures and just clean up the mess afterward.

Consolidated Edison, for example, expects to spend as much as $450 million to repair damages to its electric grid in and around New York City. Since utilities are generally allowed to recover their costs through electric rates, customer bills in the region, which typically run about $90 a month for residential customers, would have to rise by almost 3 percent for three years to cover those expenses alone.

Fully stormproofing the system — sinking power lines, elevating substations and otherwise hardening equipment against damage from torrential winds and widespread flooding — could easily cost 100 times as much. For Con Ed, carrying out just one measure — putting all of its electric lines underground — would cost around $40 billion, the company estimates. To recover those costs, electric rates would probably have to triple for a decade or more, according to Kevin Burke, Con Ed's chief executive.

Avoiding such large investments is also appealing for another reason: the federal government has sometimes helped bail out utilities after catastrophes, like the Sept. 11 terror attacks and Hurricane Katrina. It may do so again this time in response to pleas from the governors of New York and New Jersey.

Still, there are signs that the devastation caused by Hurricane Sandy is upending the traditional cost-benefit calculations.

The Northeast has been hit by three big storms in just over a year, and forecasters say that so-called 100-year storms are likely to occur more frequently.

Utilities and policy makers can see that ocean surge poses a previously unexpected threat to the power grid.

And there is growing recognition that the true cost of disruptions, in terms of gasoline lines, lost workdays and busi-

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Hurricane Alters Financial Calculus For Utilities

From First Business Page

ne sales, and shivering homeowners, is far higher than the simple dollars and cents spent to protect the power system. A recent report from the National Academy of Sciences about the vast 2003 blackout in the Eastern United States determined that the economic cost of that disruption was about 50 times higher than the price of the actual electricity lost, and that didn't take into account deaths or other human consequences.

"We need to think now of not just restoring the grid, but how to make it more survivable," said Philip B. Jones, president of the National Association of Regulatory Utility Commissioners, a trade association of state officials. "I think most commissioners are coming around to that."

After Gov. Chris Christie of New Jersey and Gov. Andrew M. Cuomo of New York traveled to Washington to lobby for aid, the Obama administration proposed a broad $60 billion recovery package, including several billion dollars that could be used to protect the utility infrastructure from storms.

> The costs of cleanup are typically far cheaper, but that is changing.

"The governor decides if the utilities are deserving and eligible for getting some of that assistance," said Kevin Lanahan, director of governmental relations at Con Ed. "But we've never had discussions on this scale, at least in the Northeast. So we're not certain how that might go."

Political leaders, who have traditionally pressed to keep consumer rates low, are also talking in New York, New Jersey, Connecticut and other states about raising rates — perhaps gradually over many years — to pay for improvements.

This year, after Maryland was hit by several storms, the state's governor, Martin O'Malley, even took the unusual step of asking regulators to raise electric rates by a dollar or two a month to allow utilities to do more preventive work. Abigail R. Hopper, his chief energy adviser, compared the process to losing weight. "It might take you a while to get to your goal, but you start feeling better and better," she said.

Ralph A. LaRossa, president and chief operating officer of the Public Service Electric & Gas Company, New Jersey's largest utility with 2.2 million customers, said during hearings in Trenton that what the governor, legislators, utility regulators and the utilities "need to do is price out what the optimum solution would cost and do a cost-risk analysis — how much are we willing to pay for minimum risk, how much risk are we willing to live with? — and then come up with the best solution for the customers."

He said that the utility's costs for restoring service after Hurricane Sandy could run to $300 million. But utilities in the state are now considering whether to move some 32 electrical substations — critical relay points where power voltages are reduced for distribution to many homes and businesses — that sit in 100-year flood zones.

Mr. LaRossa estimated that it would cost $10 million to $15 million to build each new substation and $120 million to build each new switching station, where power is routed to different areas.

Another solution, he said, could be to build greater redundancy into the network. For example, P.S.E.& G. has bought land inland from Newark, where most residents lost power from storm surges during the hurricane, to build a new station that could continue to serve the city if older substations flooded.

Such public discussions of more prevention reflect a major change in thinking. Traditionally, utilities have focused largely on tree-trimming and sandbags to ease storm damage, and politicians and regulatory commissions have discouraged spending to protect against what seemed to be the long odds for catastrophic storms.

FRED R. CONRAD/THE NEW YORK TIMES

A staging site for repair crews in Paramus, N.J. The state's utilities are considering costly plans to brace their systems for storms.

CHRIS PEDOTA/THE RECORD, VIA ASSOCIATED PRESS

Ralph LaRossa of the Public Service Electric & Gas Company said his utility's costs from the storm could reach $300 million.

"It was pretty widely understood that things like subway tunnels and underground facilities, including substations and junction boxes, were all very vulnerable," said M. Granger Morgan, director of the Center for Climate and Energy Decision Making at Carnegie Mellon University in Pittsburgh. "The difficulty is it's a low-probability event, and they're operating with pretty limited budgets."

After a series of storms, including Hurricane Irene, hit New Jersey in 2011, public anger and regulatory oversight in that state focused mainly on poor communication by the utilities and their sluggish efforts to restore power.

Even if many consumers now agree that more prevention is needed, they will undoubtedly differ over how much they can afford to pay for it, and state rate commissions plan to hold hearings to weigh their views.

Paula M. Carmody, the Maryland state official who represents consumers before the public service commission, said the high costs of preventive measures raised fairness questions that until now have been mostly unexamined.

If the electric system's reliability is judged to be "a societal issue," she said, then the political system should consider using tax dollars. High-income people might be happy to pay extra on their bills to reduce the chance of blackouts, or might buy backyard generators, but poorer people may not be able to afford higher bills, she said; if the improvements are paid for through income taxes, the poor are not so burdened and universal access to electricity is maintained.

Under President Obama's proposal to Congress, $2 billion would specifically be devoted to utility projects, while the governors in New Jersey, New York and Connecticut would also be able to apportion parts of more than $15 billion in other grants for that task.

Referring to that aid, which Congress must still approve, Jeanne M. Fox, a Democrat on the New Jersey Board of Public Utilities, said, "We'll work with what we've got."

"The more we can get from the federal government, the less our ratepayers will have to pay," she said.

Attachment "3G"

NJSPOTLIGHT
WHERE ISSUES MATTER

Sandy Spurs New Look at Underground Power Lines, Grid Upgrade

State BPU chief warns NJ ratepayers would foot bill for 'incredibly expensive' measures

By **Tom Johnson**, **November 21, 2012** in **Energy & Environment**

Credit: PSEGpics

Hurricane Sandy has prompted utility regulators to take a new look at measures New Jersey has shied away from in the past – including replacing some above-ground power lines with underground systems -- largely because of the huge price tag that likely would jack up electric rates for consumers.

In the next few months, the state Board of Public Utilities, however, plans to explore the possibility of "selective" burying of underground lines. It also will examine whether to require utilities to create a "smarter" power grid, a step some say would lead to faster restoration of power in the wake of powerful storms like Sandy.

Neither of those options would be cheap. In the past, for instance, the BPU has balked at allowing Public Service Electric & Gas, the state's largest utility, to take steps toward creating a "smart" grid, primarily because of projected costs running into hundreds of millions of dollars.

The reassessment, which will include public hearings around the state, comes in the wake of a hurricane which left a record 2.7 million **customers** without power, some for as long as 14 days. On the hard-hit barrier islands along the Jersey Shore, many are still without any electricity or gas service, some not to be restored until next month.

Beyond burying overhead power lines and creating a smarter grid, the state agency also plans to determine what needs to be done to relocate, elevate or harden electric utility substations and switching stations.

Related Links

New Jersey's Aging Power Plants Another Casualty of Sandy

Opinion: What Sandy Should Have Taught Us

Storm Costs Won't Necessarily Spell Budget Disaster

Utilities Restore Power After Storm But Ratepayers Will Pick Up the Bill

All told, **Hurricane Sandy flooded 58 utility substations**, more than four times the number flooded during Hurricane Irene, according to BPU President Bob Hanna. When those substations are knocked out of service, tens of thousands of customers lose power.

"We're going to think very seriously about moving substations or elevating them," Hanna said at the first public meeting of the BPU since Sandy made landfall on Oct. 29 near Atlantic City. "It happened once; it can't happen again."

Actually, it already occurred during Hurricane Irene, when 14 utility substations in low-lying areas were flooded, leading to widespread outages.

In talking about **how the state should respond in the aftermath of Sandy**, which claimed the lives of 37 New Jerseyans, Hanna detailed a range of other issues which need to be addressed -- from improving communication from electric utilities to local officials to better vegetation-management practices to reduce outages caused by falling tree limbs.

"The board has much work to do," Hanna conceded.

One of the big issues facing the state is weighing the **costs** and benefits of improving the utility infrastructure to respond more quickly to storms like Sandy, which will almost certainly happen again, he said.

"Extreme weather is a fact of life" he said. "It's going to continue to occur."

Hanna's fellow BPU commissioner, Jeanne Fox, echoed those comments.

"I'm hoping and praying that Sandy is a wakeup call," said Fox, while saying the hurricane was not directly a result of global climate change.

Burying power lines would be "incredibly expensive," Hanna said, adding that it would cost "billions of dollars" if the state tried to bury all overhead lines in New Jersey, a process that would involve ripping up most roads and front lawns.

He suggested the state needs to examine selective burying of underground lines after a detailed cost-and-benefit analysis. Placing substation feeder cables might be one option, he added.

Creating a "smarter" grid would also result in additional costs for ratepayers, but Hanna noted that in Delaware, where nearly the entire state has been converted to an upgraded power grid, utilities have been better able to respond to power outages.

"We have to study the costs and benefits of all these items I mentioned and make sure they are worth it," Hanna said.

PSE&G did a study several years ago and found that implementing a "smart" grid would cost the average homeowner $200, according to Michael Jennings, a spokesman for PSEG Power, a subsidiary of the company.

"These were ballpark figures," Jennings said. "There was a lot of opposition and we haven't pursued it since."

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TOWN OF SURFSIDE
PUBLIC NOTICE

TOWN OF SURFSIDE, FLORIDA
FPL UNDERGROUNDING PUBLIC INFORMATION MEETING

THE TOWN OF SURFSIDE WILL HOLD A MEETING TO DISCUSS FPL, ATLANTIC BROADBAND & AT&T UNDERGROUNDING AND PROPOSED ACTIONS ON THE FOLLOWING DATES:

THURSDAY, JANUARY 10, 2013 – SINGLE FAMILY NORTH (93rd – 96th West of Harding)
WEDNESDAY, JANUARY 16, 2013 – SINGLE FAMILY MIDDLE (90th – 93rd West of Harding)
TUESDAY, JANUARY 29, 2013 – CONDOS
WEDNESDAY, JANUARY 30, 2013 – DOWNTOWN
MONDAY, FEBRUARY 4, 2013 – SINGLE FAMILY SOUTH (88th – 90th West of Harding)

MEETINGS WILL BE HELD AT 7:00 P.M. IN THE TOWN COMMISSION CHAMBERS AT 9293 HARDING AVENUE, SURFSIDE, FLORIDA.

IF YOU ARE UNABLE TO ATTEND THE MEETING IN YOUR DESIGNATED AREA, YOU ARE WELCOME TO ATTEND ON ANY OF THE OTHER SCHEDULED DATES.

In accordance with the ADA persons with disabilities requiring accommodations in order to participate in this public hearing should contact the Office of the Town Clerk at (305) 861-4863 no later than two business days prior to such proceedings.

Please note that one or more members of the Town Commission may be present at this meeting.

Sandra Novoa, CMC
Town Clerk

Town of Surfside

FPL Undergrounding Project
Frequently Asked Questions (FAQs)
Surfside Florida Specific
January 9, 2013

Q: What is this undergrounding project about?

A: There are currently 23 miles of above ground electric cable, 537 poles and 278 overhead transformers in Surfside. There are also miles of above ground AT&T and Atlantic Broadband cables and related devices. All of this will be gone when the project is complete.

Q: What will replace all this?

A: Fifty miles of electric cable, 24 waterproof electric switching devices, 307 transformers and 22 splice boxes. There will also be boxes for cable and telephone. All cables will be underground and any above ground boxes or switches will be located at lot lines to the best of our ability.

Q: Can I landscape around of these boxes?

A: Yes, as long as the landscape does not deny access to the box.

Q: Why go to all this trouble?

A: First and foremost is reliability. Our above ground system is 50 years old and has been depreciated to $104,000 on FPL's books. Similar low numbers exist for cable and telephone.

Second, there is broad consensus that hurricane wind damage to below ground systems is much less than above ground systems. Flood surge recovery has less consensus. That is why this project includes waterproof switch gear boxes. The transformers on the ground are relatively easy to replace compared to replacing a pole particularly if that pole is in a backyard.

Q: Have there been any studies by independent groups on the speed of recovery issue or the cost effectiveness of these underground projects?

A: There have been a number of studies and all reach different conclusions. These studies are available on the Town website and you are invited to draw your own conclusions.

Q: What will this project cost?

A: The project will cost $8.2 million including FPL, Atlantic Broadband and AT&T. Negotiations are underway with the cable and telephone providers to lower their costs. FPL has reduced its costs by 25 percent due to the "hardening" of this system as required by Florida law and the Public Service Commission.

Q: How will the Town pay for this?

A: Depending on the cost reductions available from the cable and telephone companies, the cost will be funded with a $12.00 per month surcharge on electric bills for residents and a $20 - $50 per month surcharge for commercial businesses if the debt is paid off in 15 year. If it is paid off in 20 years, the cost will be $10.00 per month.

Q: How many customers of FPL are there in Surfside?

A: There are 3501 residential customers and 230 commercial customers.

Q: Is it fair that folks who are already underground should help pay for this project?

A: Yes. The underground areas today were not paid for by the builders of the projects along Harding and Collins Avenues so the underground cost was not included in the price of the original units. These undergrounding costs were funded by the FDOT when Collins and Harding Avenues were upgraded so everyone's gas taxes paid the cost including non Surfside residents. Further, we are a community where everyone will benefit by the aesthetic and reliability benefits and our downtown will be much improved.

Q: Will my property value increase when the project is complete?

A: Most likely, however, property values are governed by many complex factors including investment in the property itself and the market factors for real estate in general.

Q: Okay, enough with the big picture. What will be in front of my house?

A: A six square foot transformer box painted green, located to the best of our ability on property lines. You may also have a small telephone or cable box, however, these appear much less frequently then the transformer boxes.

Q: You just replaced a portion of my driveway for the water/sewer/storm drainage project. Here we go again.

A: We understand. We will bore under your driveway and it will not need to be replaced.

Q: What about the street, you just repaved it?

A: The Town spent $300,000 to install the conduits in any location where the former above ground wires cross the street. FPL provided the conduit at no cost to the Town. The undergrounding project will not need to break the new asphalt.

Q: Will my yard have to be dug up again?

A: Yes. The wires that go to your house above ground will come in below ground. Just as we did with the water service, there will be an individual plan to bring the wires on your property. We will work with every impacted property to minimize the impact.

Q: That sounds expensive. Do I have to pay?

A: Just like the water service, the project absorbs that cost from the easement to your house.

Q: My house is very old. Will I have to pay to upgrade my wiring and my panel?

A: Possibly. There are perhaps 100 homes in Surfside with very old electric service which is unsafe and does not meet current codes. We will work closely with every home in this condition to minimize the cost to improve safety related issues and you will have better service as a result.

Q: Wait a minute, I am on a fixed income and can't afford the monthly cost plus the upgrade.

A: There will be a program where truly fixed income people without assets will have the upgrade funded by the Town with the loan to be repaid when you sell the house.

Q: We just suffered through a year of water/sewer/storm drainage construction. Here we go again.

A: We feel your pain. The construction for the underground project will not start for at least a year. It also goes quickly since the new wires go in the 5 foot easement the Town controls and the entire road does not have to be replaced. The Town will be divided into three areas which will require 4-6 months each. We will start on the South side again.

Q: Do you energize one home at a time with the new system? Will I have a break in service?

A: No. An entire group of homes must be energized with the new system and then the poles can be removed. Every home or business in a defined area must be connected before the area is

converted. Not one home or business will be left out and the downtime is very brief and you will be notified well in advance.

Q: Times are tough and this is not a necessity. Why not wait?

A: There are a number of reasons to move forward. The first is that we have a time limit of the end of March, 2013 to decide. This time limit is established by the laws and policies which govern FPL undergrounding programs. Second, the cost of construction is about as low as it will get. The building industry is starting to recover and interest costs are very low. The loan necessary for this project is projected to carry a 3 percent interest rate.

Q: Will we lose any money if the project does not move forward?

A: We spent $58,000 for the FPL study. That will be lost. There is also $300,000 worth of conduit in the ground that could be used if the project is done in the future.

Q: Okay, you convinced me that this is a good thing. Is there any other way to pay for it?

A: Yes. A voted assessment district which requires a 50 percent plus one majority. The assessment would go on your tax bill.

Q: What if I am opposed to the project? How do I express that opposition?

A: Come to any or all of the five public meetings and express your opinion. You will also have an opportunity in the final decision making discussion at the February 12, 2013 and March 12, 2013 Town Commission meetings to express your opinion. This is and will continue to be a very open process and your input is welcome and encouraged.

Q: One final question. Can I get AT&T U-verse if this project occurs and will the Town Commission meetings be broadcast?

A: We are working on that with AT&T and the answer looks good.

Frequently Asked Questions

General Service

What is FPL's standard service?
FPL and other utilities use the overhead standard established by the Florida Public Service Commission (PSC) as the most cost-effective type of construction. However, we are open to putting lines underground provided the additional cost is covered by or for the customer.

Why was overhead established as the standard?
Overhead service was established as the standard construction for utilities because over time it has been the most cost-effective design. When alternatives like underground service are requested by developers or mandated by cities, the customer benefiting from the alternative design pays the additional cost.

How many miles of distribution power lines does FPL have in its system?
FPL has approximately 66,000 miles of distribution lines serving its 4.4 million customer accounts in all or part of 35 counties in Florida. In addition, we also have about 6,600 miles of transmission lines. More than one-third of FPL's system -- or in excess of 24,500 miles – is underground. Often, the costs of this service are borne by builders and developers who pass it along to the customer in the price they pay for newly constructed real estate. However, it's important to remember that lines eventually come above ground, so no system is totally underground.

Underground Electric Service Delivery

What are the different strengths and weaknesses of overhead and underground service that affect performance and reliability?
While underground facilities are not as susceptible to wind and debris-blown damage, they are more susceptible to water intrusion and local flood damage, which can make repairs more time consuming and costly. Overhead facility damage is easier to locate than underground and can generally be repaired quicker. Underground interruptions may be less frequent, but typically last longer due to more complex repair requirements. Following recent hurricanes, we've found that the areas that took the longest to repair were generally those served by underground facilities still flooded days after the storm passed. Damage and corrosion of underground electrical systems often becomes apparent days or even months later, causing additional outages and inconvenience to customers. Storm winds can damage both types of systems causing outages. Overhead systems face outages resulting from trees and debris blowing into lines. Underground systems face outages from trees collapsing on above-ground transformers and switch boxes or from tree root systems uprooting buried cable when trees topple. While a neighborhood may be locally served by underground cable, all electric service eventually comes back above ground and connects to an overhead system, either in the surrounding neighborhoods, or further down the street. So, exposure to above ground electric service from weather, animals, and trees is never fully eliminated.

Why don't you put transmission lines underground?
FPL transmission lines – that is, those large power lines that move power over long distances like an interstate highway from power plants to our neighborhoods – are rarely ever placed underground due to their complexity and considerably higher costs, as well as security and reliability considerations. For example, depending on the voltage of the lines we may need to build a cooling system underground escalating the cost of the project. These factors can drive the cost up five to fifteen times more than an overhead transmission line.

Costs

Why is there a differential cost for underground service? Why must the customer or requesting party pay the differential cost of that service?

The PSC has established that overhead facilities are the most cost-effective type of service. In fact, the costs of these facilities are included in the electric rates charged to customers. Whether its new construction or a conversion project, the cost of underground service is higher than overhead and it is the PSC's and FPL's position that it would be unfair to charge all customers the higher price to cover the cost since not everyone would get the benefit or necessarily be willing or able to pay.

But I live in a community with underground service and I didn't pay anything extra – why is that?

You may not realize it, but you have. For aesthetic reasons, many developers work with FPL and other utility companies to bury their lines when they are first planning the construction of a new neighborhood. The added cost for underground service and other community amenities is typically included in the price you pay for a new home.

What does underground service cost in a new subdivision, versus new overhead service?

Usually, the basic costs are about a third more, but may be even more if additional work is needed on supporting electrical facilities, such as putting a section of an adjacent main line underground. The builder/homeowner is responsible for paying the cost difference between new overhead and new underground facilities prior to construction. The detailed cost components are provided in an FPL tariff that is available from your local FPL project manager [see FPL Electric Tariff sheets 6.090-6.100].

Just for comparison, and using a sample subdivision, can you give me a rough idea of the difference in cost to install standard overhead service versus underground service in new construction?

Depending on the density of a new development and exclusive of other facility needs, it costs FPL between $736 and $1,161 per lot to install our standard overhead service. Underground on the other hand, costs between $973 and $1,605 per lot. Thus, the builder/homeowner selecting to have underground service pays $236 to $444 on average per lot in differential cost. In addition, if main feeder lines are required to serve the subdivision, and the developer requests those be placed underground also, there is an additional differential charge of $11.56 per foot of main line and $20,365 per installed pad mounted switch cabinet. In a typical 100 lot subdivision needing main feeder work and about two switch cabinets and related equipment, this could add an additional $50,000 to the project, doubling or tripling the per-lot differential cost.

When converting existing service, what other additional costs may be incurred that are normally not an issue with new developments?

In conversion projects, the customer will be responsible for any additional costs not included in FPL's estimate, such as:

- **Relocation of other utilities** – To bury or relocate other utility lines such as cable and telephone.
- **Hiring licensed electrician** – To make the home ready to receive underground service.
- **Site restoration** – To restore the affected areas by repairing driveways, landscaping, etc.

What are the requirements for a project to qualify for the 25 percent Government Adjustment Factor (GAF) CIAC incentive?
To be eligible for this CIAC incentive, the project must be sponsored by the local government. As such, the project must incorporate a sufficient amount of overhead facilities which includes a minimum of approximately three pole line miles or approximately 200 detached dwelling units within a contiguous and well defined geographic area. The local government must then require all customers within the conversion area to convert their service entrances, such as the service drop and weatherhead, to underground within 6 months of completion of the underground facilities installation. These criteria help ensure that potential underground service benefits are not affected by facilities that are exposed to causes of overhead outages. The local government will be responsible for paying the remaining 75 percent of the CIAC.

Residential Conversions

What are my options if I live in an established neighborhood served by overhead electrical service and I want to convert my service to underground?
You may personally arrange to have your individual service drop converted from overhead to underground, or seek conversion of all the neighborhood electrical facilities, through your city or homeowners association. Converting an older community's power lines from overhead to underground, however, can be very expensive and disruptive, especially in highly urbanized areas. With conversions, the customer pays the total cost of the conversion, since the existing electric service must be dismantled in addition to installing a whole new underground system.

What's involved in converting my service drop?
Customers who wish to have the line to their home buried will also need to convert the meter can and downpipe to accept underground service. This requires a licensed electrician and, in most cases, an electrical permit. Since this work may trigger building codes that require older home wiring to be brought up to today's standards, it's important to check with the proper authorities before getting started. Homeowners also need to arrange for a trench to be dug from the pole to the new meter location to hold FPL-provided PVC for the underground cable.

Can you be more specific about some of the costs I may be facing if I pursue converting my individual overhead service to underground?
To convert your service, a flat fee of $429.39 would be due to FPL before work begins, along with possible additional costs that depend on a number of variables such as:

- Whether your local government's electrical authority requires electrical installation or wiring to be upgraded as part of your conversion.
- Whether an electrician (or another tradesperson) will do the work to dig and backfill the trench needed to bring the underground facilities from the existing overhead pole location to the building. (i.e. from the pole to the meter)
- The length of trench that's needed to accommodate the conversion.
- Whether the existing overhead weatherhead extends through the roof of the building, in which case, you may need to incur the cost of roof repair as well as paint and aesthetics. These costs and arrangements are separate from the work FPL would handle and are the responsibility of the customer.

Community Conversions

Who can request that all overhead facilities in a community be converted to underground?
Existing neighborhood overhead lines may be converted if a community so desires. Anyone willing and able to pay the cost for the conversion and secure the necessary easements to place the underground facilities on private property may submit a written request. The request may be received from local governments, large or small communities, builders and developers.

Does conversion from overhead to underground require a unanimous agreement from all property owners within the conversion area before FPL will convert its facilities to underground?
Generally, yes due to the following conditions for such conversion:

- **Easements** – All the easements (property use agreements from owners) must be acquired before an underground electrical distribution system can be installed. If FPL can design around an occasional customer who refuses to provide an easement -- without jeopardizing the integrity of its electrical system -- FPL will attempt to do so. In the case of converting to underground, this also means deciding whose property will accept the new pad mounted transformer(s) and fairly large switch cabinet(s) that sit above ground as part of the underground grid.
- **Cost –** It's also necessary for all the requesting parties to determine and agree in advance on the allocation of the conversion costs among those benefiting from the project before FPL can begin construction. Otherwise, subsequent disagreements may slow the conversion effort and drive up costs. Since FPL's tariff requires full payment of the calculated customer contribution amount prior to beginning construction, customers may want to consider other options to offset some of the project costs. These options can include taking responsibility for doing some of the boring and/or trenching and installing the conduit. Regardless of who does the work, the installation must meet FPL standards for safety and reliability, as well as, local electrical and building code requirements.

What are some of the impacts associated with converting an older overhead system to new underground?
Converting from an overhead to an underground system basically means abandoning an existing working electrical system. The logistics of converting an existing system in an established neighborhood can be considerably more expensive and disruptive to personal property and surroundings than building new. For example, utilities often share poles above ground. If the objective is to move utilities underground the phone, cable television and Internet service must also be considered. This presents additional considerations, such as different spacing requirements, boring and/or trenching needs and ground-level switching boxes involved in providing each type of service. Driveways, sidewalks, fences, landscaping, sprinkler systems and yards may need to be torn up or may be inadvertently damaged if not clearly delineated. Entry and exit ways to homes and business could be impacted for extensive periods of time. Because permits are needed to change meter-related equipment, conversions of older homes and neighborhoods may trigger city or county requirements that homeowners/businesses bring interior wiring up to current code. This could require the expense of a licensed electrician and potentially extensive interior rewiring and remodeling. Finally, legal easements are needed from all conversion participants that allow FPL access to its underground equipment, including the above ground components – and a number of people must agree to have the large green transformer box and pad or other switching boxes in their yards.

Community Conversion Costs and Funding

Are there different ways the conversion of a full neighborhood or city might be financed?
Yes. For qualified local governments, the PSC has approved FPL's recently established mechanism to recover the costs associated with converting from overhead to underground by adding a fee to customer bills. Additionally, Chapters 197 and 170 of the Florida Statutes allow municipalities to fund underground conversion costs by levying special assessments imposed on tax bills. Landowners benefiting from the conversion must be identified and the special assessment may be collected directly from the local government imposing the assessment or through annual property tax bills. Another Florida Statute -- 125.01(q) – allows counties to establish municipal service benefit units and municipal service taxing units in certain areas. These governmental units may levy service charges, special assessments or taxes within these units to fund underground conversion costs.

What is the Government Adjustment Factor (GAF) and what are the requirements to receive this incentive?
To help with the high cost of overhead-to-underground conversions, FPL has proposed invest 25 percent of the Contribution-In-Aid-of-Construction (CIAC) of converting overhead lines to underground for qualifying local government-sponsored conversions. In June 2007, the proposal received final approval from the Public Service Commission for qualifying local government sponsored conversion projects.

To be eligible for this CIAC incentive, the project must be sponsored by the local government. As such, the project must incorporate a sufficient amount of overhead facilities which includes a minimum of approximately three pole line miles or approximately 200 detached dwelling units within a contiguous and well defined geographic area. The local government must then require all customers within the conversion area to convert their service entrances, such as the service drop and weatherhead, to underground within 6 months of completion of the underground facilities installation. These criteria help ensure that potential underground service benefits are not affected by facilities that are exposed to causes of overhead outages. The local government will be responsible for paying the remaining 75 percent of the CIAC.

How does the FPL undergrounding tariff work?
In 2003, FPL established a PSC-approved rule and process (tariff) for cities that wanted to have the option of converting to underground in designated areas and who needed a mechanism to recover their costs. Under this new tariff, a city could pay to make the conversion and then recover its costs over a designated timeframe by having FPL add an underground fee on the bills of those customers in their jurisdiction who would be benefiting from the conversion. (Fees may not exceed [1] 15 percent of a customer's bill or [2] $30 for residential and $50 for every 5,000 kWh commercial.) No such arrangements have as yet been established in our service territory under this new tariff.

What might it cost to convert from overhead to underground service in a community?
The two key drivers contributing to the cost calculations are labor and materials. Depending on these factors, underground facilities can cost anywhere from $500,000 per mile to more than $4 million per mile. While these figures have a considerable amount of variability, there is a process in place where FPL generates a "ballpark" estimate to assist in determining the magnitude of the cost a community may be considering.

What makes it so much more expensive to do conversions versus new construction, especially considering that the customer pays for most of the peripheral work?
With conversions, FPL's costs are significant. The work includes build
ing a whole new system while operating the existing system. Then, the older system is dismantled once the new one is up and running. The higher costs also reflect the fact that conversions in older neighborhoods – regardless of the type of excavation we use (boring or trenching) – require working near and avoiding other utilities such as phone, cable, sewer, gas lines, water lines, etc. Finally, all new underground components must be acquired and installed, including conduit, cable (wire), pad-mounted transformers and switch cabinets. Typically, dismantling represents about 15 percent of the cost; installing underground components about 65 percent; and actual excavation about 20 percent.

What will it cost to bury the other utilities such as telephone and cable television?
This question will need to be addressed by the other utilities involved in the conversion.

What experience does FPL have assisting any groups with evaluating or actually performing a conversion?
Actually, our experience is limited, as many government entities or neighborhoods have abandoned the idea after fully investigating the impacts. In other cases, voters have determined the disadvantages of conversion outweighed the advantages, and have failed to authorize funding. Some exceptions have involved city-initiated, limited-scope conversions involving primarily a few downtown streets, such as in beach towns in Miami-Dade, Broward, Palm Beach and Sarasota counties.

What are some examples of instances where proposed overhead to underground conversions would not be feasible?
Instances in which private property owners aren't willing to provide the easements that are necessary for FPL to design and engineer the conversion. Also, locations where necessary safety standards and operational clearances cannot be met such as extremely congested areas where switch cabinets cannot be installed with sufficient operating clearances. Areas prone to flooding as excessive flooding can cause transformers to fail, which then cannot be safely restored until flood waters recede.

Construction Requirements

Can the requester have a contractor perform the conversion work?
Yes, that's an option. The tariff requires only that the work be preformed to FPL standards and the facilities be maintained and operated by FPL.

If easements are difficult to obtain, why not place underground facilities in the public right-of-way instead of on private property?
Typically, the only underground facilities FPL places in the public right-of-way are those necessary to cross under streets, like cable and conduit. The reason is that, otherwise, every road widening or improvement project could potentially compromise the company's ability to deliver safe, reliable, uninterrupted power. On the other hand, if a local government offered FPL an easement or equivalent (a signed legal agreement) in the public right-of-way, we would consider this alternative only if we could not physically install the cable on private property. Only cable and conduit are allowed in the public rights-of-way in these rare cases. These public right-of-way easements would also need to be legally conveyed and expressly reserved on FPL record drawings. However, it's been our experience that local governments are reluctant to grant such right-of-way easements or easement equivalents. As for other facilities and equipment needed for underground – such as primary splice boxes, transformers and switch cabinets – these components of the underground system would still need private property easements for us to be able to routinely access and maintain the equipment and ensure reliable service.

Why must the easements associated with underground facilities be at least 10 feet wide?
Ten feet is our standard easement requirement for "front" distribution neighborhoods to provide: (a) adequate space for the necessary pad-mounted transformer and underground cables; (b) sufficient area for FPL crews to safely work away from roadways; and, (c) enough room for other utilities that might occupy the same easement to install future cable and conduit without interfering with the electric transformers located in the same vicinity. Each pad mounted switch cabinet requires a 20 foot by 20 foot easement for installation and operation.

Does FPL perform overhead to underground conversions in rear easements?
Front easements are required for new construction and are also typically required for conversions from overhead to underground, as they allow for quicker access to the facilities. Should a power outage occur, facilities in the rear of a property may be inaccessible due to locked gates or dogs. The inability to access transformers and other equipment could delay the restoration of an entire neighborhood. FPL would consider locating easements in the rear of the property if an access road or alley existed that would allow for quick access to the facilities. The 10-foot easement requirement will still apply.

In the case of conversions, what is FPL's preferred method of burrowing underground to lay cable and conduit and why?
Directional boring is generally preferred in conversions to minimize impact to other utilities that are generally buried higher in the ground than electrical conduit and cable. Directional boring, while it may save on site restoration costs, is substantially more expensive work to perform. Open trenching is usually preferable for the paying party because it is the least expensive method available. An advantage of trenching is that other underground utilities may use the same trench, reducing the collective cost of burying all different facilities. This, however, requires significant coordination. A disadvantage of open trenching is the amount of surface restoration required — such as landscaping and sidewalks. Given that the locations of other utilities are not always known, especially in older communities, there is still a risk both trenching and boring may impact other subsurface utilities, such as water and sewer lines, gas lines or drainage lines.

Why must some of the equipment in an underground system remain above ground?
While conduit and cable can be placed underground, which eliminates poles and wires, transformers and switch cabinets need to be at ground level and accessible to FPL crews for timely maintenance, outage repairs, rerouting power and other functions.

Requests & Estimates

How long does it take to get a "ballpark" estimate?
Typically, it may take from two to three weeks. This time period may vary depending on several factors such as:

- The complexity of the job
- Geographic size of the area to be converted
- Facilities involved and type of equipment needed
- The electrical load being served, including the population density and number of switch cabinets required
- The current workload of FPL project managers

How does FPL ensure the "ballpark estimates" are consistent throughout the territory?
FPL is establishing a comprehensive, standard plan and process that takes into account the many types of facilities and different population densities across the system. The "ballpark estimate" is simply an order of magnitude (for example – $5,000 vs. $500,000) to assist the requestor in determining whether to move forward with a conversion project and seek a binding estimate. Unfortunately, due to innumerable variables, there is no single blanket cost.

Can FPL provide a simple cost or range of cost for conversion from overhead to underground based on dollars per linear foot?
No. There are just too many factors and variables that are unique and distinct to each conversion request.

How long does it take to get a detailed, binding estimate?
Typically it takes approximately 10 to 16 weeks (pending agreement on easement locations) to obtain a binding estimate. However, this timeframe may vary due to the size and complexity of the job, the facilities involved and other factors.

How does FPL ensure the binding estimates are consistent throughout the territory?
All actual "for construction" estimates are valid for a period of 180 days where all material and labor are inventoried in a computer-based estimating system. This is the same system used for construction estimates for all FPL work system-wide. In addition, the PSC rule governing overhead to underground conversions specifies exactly how the charges are to be calculated [see Florida Administrative Code 25-6.115, and FPL's Electric Tariff sheets 6.300 – 6.330, specifically].

Are any credits available for existing facilities that can be salvaged and will they be factored into my estimate?
Some salvage credits may be available. Salvage value is only given for equipment that can be removed from the field and then re-issued for use with no testing or refurbishing required before re-use, such as concrete poles. Typically these credits are not significant [see FPL Electric Tariff sheet 6.300].

Town of Surfside
Underground Utilities Project
Annual Debt Service Cost Allocation

	Initital Debt	Additional Debt		
	FPL ELECTRIC	Atlantic Broadband Cable	AT&T Telephone	TOTAL
Project Principal	$ 6,200,000	$ 1,000,000.00	$ 1,000,000.00	$ 8,200,000.00
Debt Service Reserve Fund	620,000	100,000	100,000	820,000
Cost of Issuance	50,000	-	-	50,000
Total	6,870,000	1,100,000	1,100,000	9,070,000
Less: Developer Voluntary Proffers		(275,000)	(275,000)	(550,000)
Total Loan		825,000	825,000	8,520,000
Annual Debt Service * (Principal/Interest)	575,500 (1)	55,500 (2)	55,500 (2)	686,500
Debt Service Allocation				
FPL Customers	575,500			575,500
Town of Surfside		55,500	55,500	111,000

FPL Customers Cost Allocation Per Month

	#Units	Assessment	Months	Total Revenue
Residential	3501	$ 12.00	12	$ 504,144
Commercial	230	$ 20.00 - 50.00 **	12	$ 75,900
Total	3731	$ 30.00	12	$ 580,044

(1)Annual Debt Service based on the following:

Issuance Date	4/1/2013
Interest Rate	3.00%
Loan Term (yrs)	15

(2)Annual Debt Service based on the following:

Issuance Date	4/1/2013
Interest Rate	3.00%
Loan Term (yrs)	20

**Commercial Average $27.50

Town of Surfside
Underground Utilities Project
Annual Debt Service Cost Allocation

	Initital Debt	Additional Debt		
	FPL ELECTRIC	Atlantic Broadband Cable	AT&T Telephone	TOTAL
Project Principal	$ 6,200,000	$ 1,000,000.00	$ 1,000,000.00	$ 8,200,000.00
Debt Service Reserve Fund	620,000	100,000	100,000	820,000
Cost of Issuance	50,000	-	-	50,000
Total	6,870,000	1,100,000	1,100,000	9,070,000
Less: Developer Voluntary Proffers		(275,000)	(275,000)	(550,000)
Total Loan		825,000	825,000	8,520,000
Annual Debt Service * (Principal/Interest)	575,500 (1)	69,500 (2)	69,500 (2)	714,500
Debt Service Allocation				
FPL Customers	575,500			575,500
Town of Surfside		69,500	69,500	139,000

FPL Customers Cost Allocation Per Month

	#Units	Assessment	Months	Total Revenue
Residential	3501	$ 12.00	12	$ 504,144
Commercial	230	$ 20.00 - 50.00 **	12	$ 75,900
Total	3731	$ 30.00	12	$ 580,044

(1)Annual Debt Service based on the following:

Issuance Date	4/1/2013
Interest Rate	3.00%
Loan Term (yrs)	15

(2)Annual Debt Service based on the following:

Issuance Date	4/1/2013
Interest Rate	3.00%
Loan Term (yrs)	15

**Commercial Average $27.50

Town of Surfside
Underground Utilities Project
Annual Debt Service Cost Allocation

	Initital Debt	Additional Debt		
	FPL ELECTRIC	Atlantic Broadband Cable	AT&T Telephone	TOTAL
Project Principal	$ 6,200,000	$ 1,000,000.00	$ 1,000,000.00	$ 8,200,000.00
Debt Service Reserve Fund	620,000	100,000	100,000	820,000
Cost of Issuance	50,000	-	-	50,000
Total	6,870,000	1,100,000	1,100,000	9,070,000
Less: Developer Voluntary Proffers		(275,000)	(275,000)	(550,000)
Total Loan		825,000	825,000	8,520,000
Annual Debt Service * (Principal/Interest)	461,500 (1)	69,500 (2)	69,500 (2)	572,500
Debt Service Allocation				
FPL Customers	461,500			461,500
Town of Surfside		69,500	69,500	139,000

FPL Customers Cost Allocation Per Month

	#Units	Assessment	Months	Total Revenue
Residential	3501	$ 10.00	12	$ 420,120
Commercial	230	$ 20.00 - 50.00	12	$ 55,200
Total	3731	$ 30.00	12	$ 475,320

(1)Annual Debt Service based on the following:

Issuance Date	4/1/2013
Interest Rate	3.00%
Loan Term (yrs)	20

(2)Annual Debt Service based on the following:

Issuance Date	4/1/2013
Interest Rate	3.00%
Loan Term (yrs)	15

Town of Surfside
Commission Communication

Agenda Item # 9E

Agenda Date: December 11, 2012

Subject: Additional Deco Bike Rental Stations – Commissioner Joe Graubart

Background: Surfside joined the region's bike rental share program with the authorization of an agreement with Deco Bike, LLC by Town Commission at the November 8, 2011 meeting (Attachment 1). This agreement is for an initial five year term, with the option to renew for an additional five year term thereafter, has passed its one year anniversary.

Originally Deco Bike recommended the installation of five (5) bike rental stations (kiosks) within Town limits:

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

The Town Commission only authorized the installation of two (2) kiosks (Stations 2 & 3) as a Phase I so that the program could be rolled out slowly. This also gave the Town time to assess the program and to address any issues that might arise. Besides unforeseen installation delays (see below) and the occurrence of an isolated vandalism incident, the program has been incident free and proven to be an asset to the Town for both residents and visitors enjoy.

The installation of the first station at Town Hall on Collins Avenue at 93rd Street was delayed until April 2012 due to a number of unforeseen difficulties with Deco Bike's station manufacturer producing the new Surfside, Town Commission requested, kiosk colors and the Town repaving of the parking area adjacent to this kiosk location. The second kiosk at 94th Street was delayed to July 2012 due to prolonged negotiations with Publix that ultimately resulted in the kiosk location being moved to the south side of 94th Street opposite the Publix bus layby.

It is important to note that there is no outlay of cost to the Town for the installation of the rental stations or the maintenance and operation of the program. These expenses are incurred by Deco Bike, LLC. The Town receives revenue from the gross bike rental sales (twelve percent) and there is the provision for kiosk and bicycle basket advertisement revenue (twenty five percent). From April through August 2012 the total revenue to the Town is $487.46 (Attachment 2).

Analysis: Sec 3.2.1 on Page 11 of the agreement (Attachment 1) allows for subsequent installation of additional kiosks. Deco Bike is required to produce a surety of $2500, in the form of certificates of deposit in the name of the Town, for each new location as they have for the two existing locations.

The Town Administration seeks authorization from the Town Commission for the installation of two additional stations (Attachment 3) as follows: Veterans Park at 88th Street and the 96th Street beach end. With authorization, staff will also move forward with a related addendum to the original Deco Bike Agreement to encompass the new locations.

Veterans Park: Besides being the location of the Town's Tennis Center, and therefore a natural addition to the Town's bike network, there are two large hotel properties in the vicinity – The Solara and the Dezerland Howard Johnsons. There is inherent demand at this location with its critical visitor mass, Veterans Park, and easy access to the beach hard pack. Also, Miami Beach is looking to expand its Deco Bike coverage to include North Shore Park. If Surfside does not install a kiosk at this location, Miami Beach will install one just beyond the Town's southern limit and the revenue from this area will go to Surfside's neighboring municipality.

96th Street: Originally viewed as a continuation of the bike network with its northern access to downtown and to the beach, this location is additionally being requested by Bay Harbor Islands. From the onset of discussions with Deco Bike, staff has worked to ensure the extension of the overall network to provide an optimum experience for residents, visitors and neighboring communities. Upon introduction of Deco Bike to Bay Harbor Islands, Surfside's western neighbor is now in the process of installing kiosks throughout their town. The 96th Street location cements the relationship between the two municipalities with regard to an efficient network for not only accessing both downtowns but by providing an attractive access to the beach. This location also provides for a perfect addition to the overall bike network as it extends to Haulover Park and possibly Sunny Isles Beach.

Budget Impact: There is no cost to the Town for this program. Additional stations will provide additional revenue for the General Fund.

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

Recommendation: It is recommended that the Town Commission approve the additional two stations and authorize staff to move forward with a related addendum to the Deco Bike Agreement.

TEDACS Director

Town Manager

Town of Surfside
Commission Communication

Agenda Item #

Agenda Date: November 8, 2011.

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

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

Analysis: The attached Concession Agreement (Exhibit A) allows the Town to enter into an agreement with Deco Bike, LLC. for an initial five year term with the option to renew at for an additional five year term thereafter.
This agreement is similar to the one in existence between Deco Bike, LLC and the City of Miami Beach however it is presented with the requirements by the Town for the operation within Surfside and incorporates the recommendations from the Town Commission deemed from discussions on this initiative while being a Point of Light over the last few months.
Included in the agreement are a schedule for the payment of revenues, an auditing process, and termination avenues if deemed necessary.

Designated locations for the kiosks (Attachment 2):

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

ATTACHMENT 1

Town of Surfside
Commission Communication

Agenda Item #

Agenda Date: August 9, 2011.

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

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

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

- Website: 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=4uQN1HlJmB8
- 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.

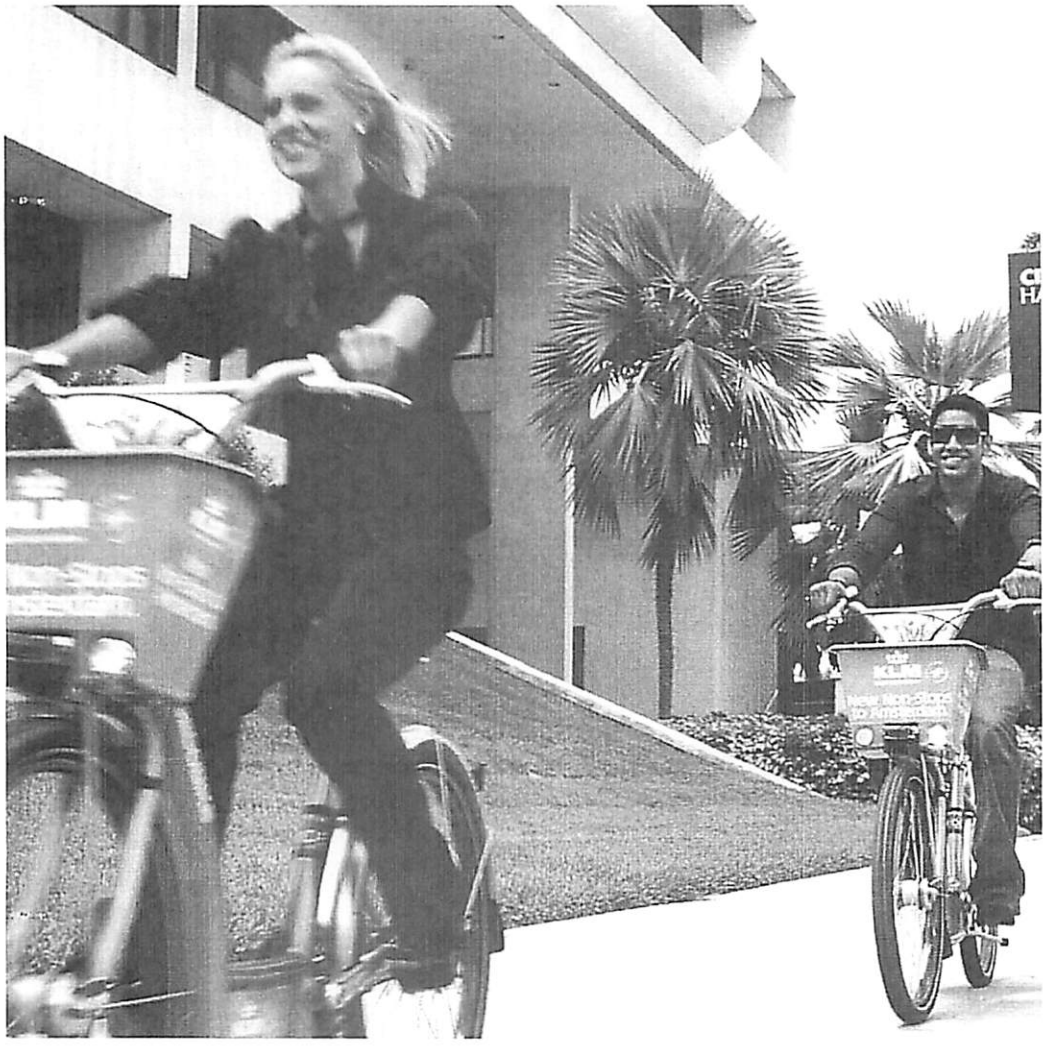
Staff Impact: Monitoring the program would be the responsibility of existing staff.

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

DECOBIKE
MIAMIBEACH
GET READY!
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...

SO WHAT EXACTLY IS DECOBIKE?

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

DECO**BIKE** 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.

DECO**BIKE** 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.

DECO**BIKE**'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

DECOBIKE
DECOBIKE

KLM
New Non-Stops
to Amsterdam.

SO WHAT EXACTLY 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

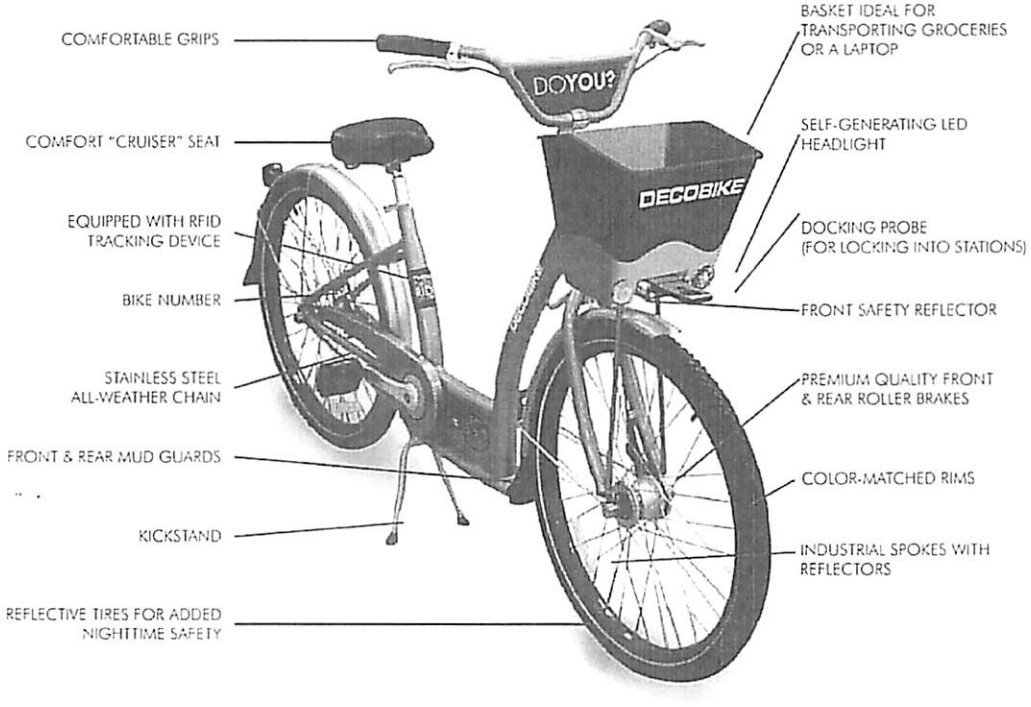
Biking to work or around town is one of the easiest ways to lose weight, boost your health and energy levels while helping minimize your risk of cancer and heart disease. You can stay fit just by commuting around town on a DECOBIKE. Adult cyclists typically have a fitness level equal to someone 10 years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

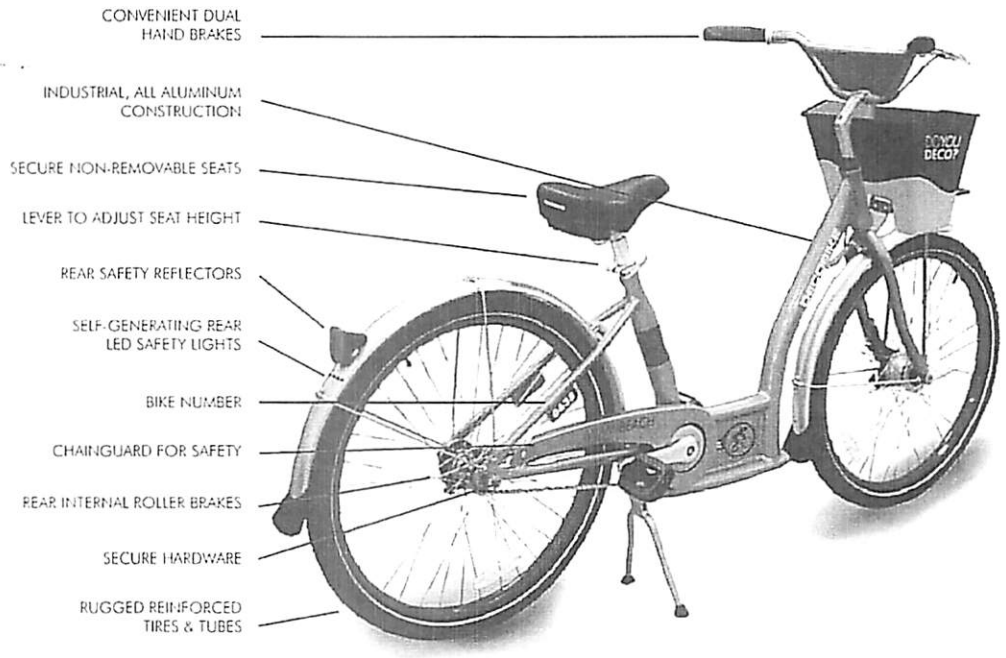
DECOBIKE IS THE CLEANEST & GREENEST METHOD OF TRANSPORTATION

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

DECOBIKE FEATURES




CONVENIENT DUAL HAND BRAKES
INDUSTRIAL, ALL ALUMINUM CONSTRUCTION
SECURE NON-REMOVABLE SEATS
LEVER TO ADJUST SEAT HEIGHT
REAR SAFETY REFLECTORS
SELF-GENERATING REAR LED SAFETY LIGHTS
BIKE NUMBER
CHAINGUARD FOR SAFETY
REAR INTERNAL ROLLER BRAKES
SECURE HARDWARE
RUGGED REINFORCED TIRES & TUBES

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

SO WHAT EXACTLY IS DECOBIKE?

DECOBIKE IS EASY TO USE

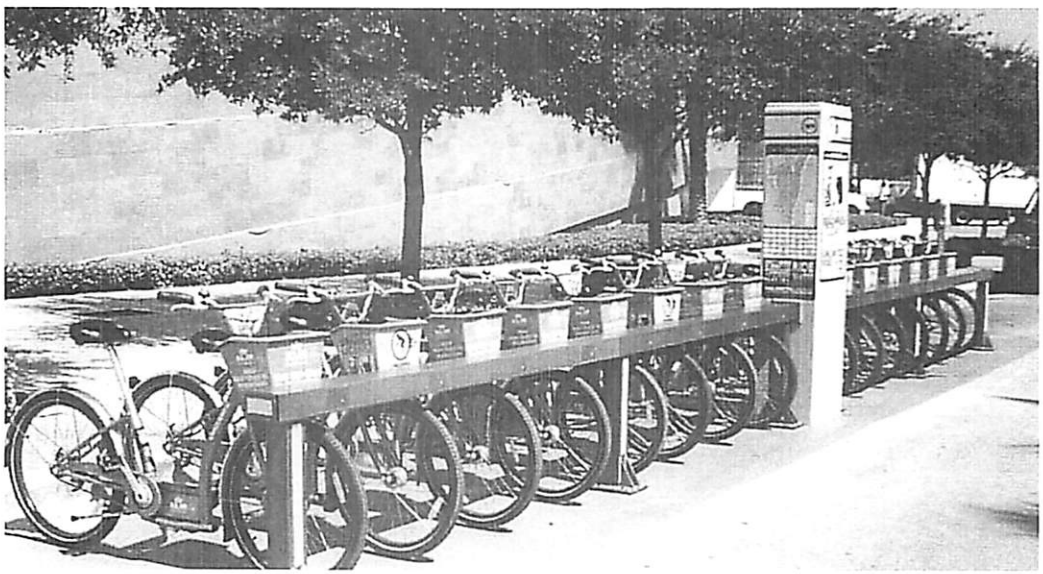
DECOBIKE is so easy to use, anyone can do it. A membership card or credit card provides access to the program. Simply approach any station, swipe your card, follow the instructions and ride! DECOBIKE's easy to understand, multiple-language menus and website make the program friendly even to travelers 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.

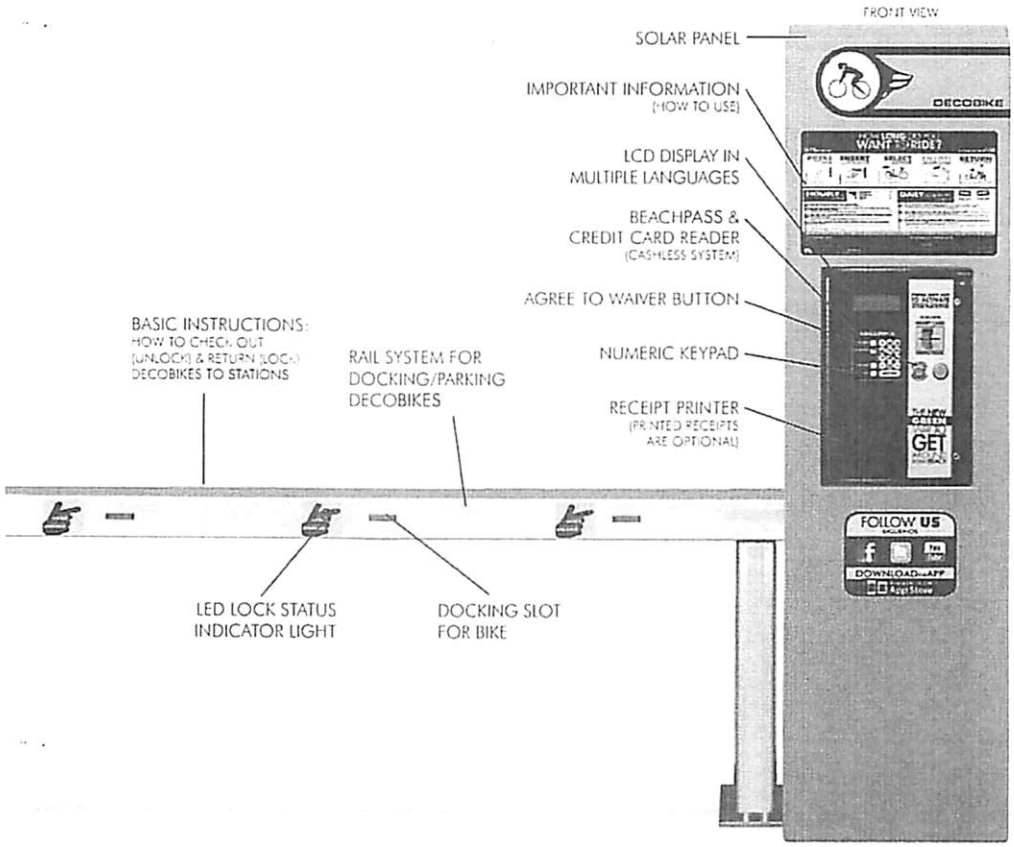
info@decobike.com
www.decobike.com

MEET OUR DECOSTATION

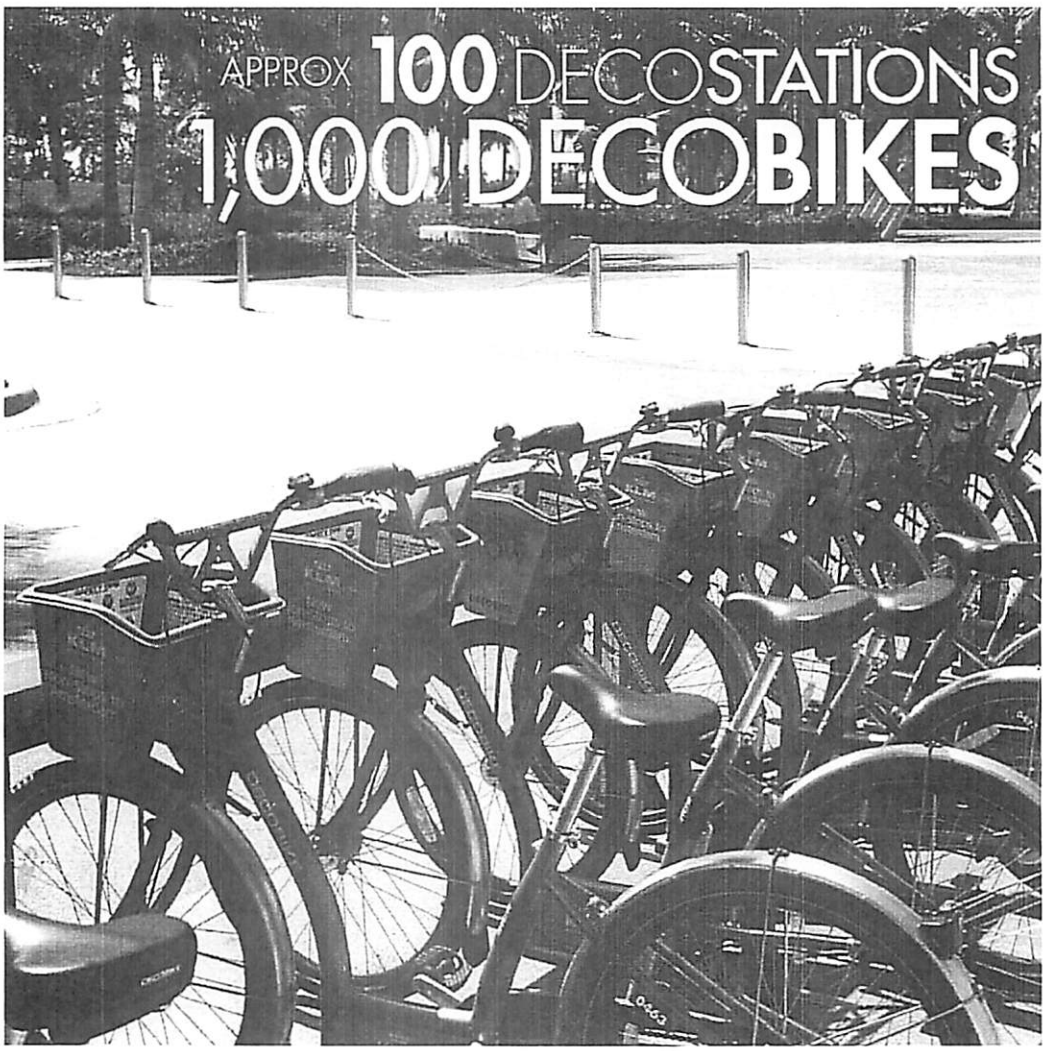
DECOSTATIONS are kiosks where you can pick up or drop off your DECOBIKE. All of our DECOSTATIONS are solar-powered, automated, wireless & operate 24 hours a day. You can easily identify them by their bright GREEN color. They each have a map of the City of Miami Beach where you can see all other DECOSTATION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



DECOSTATIONFEATURES



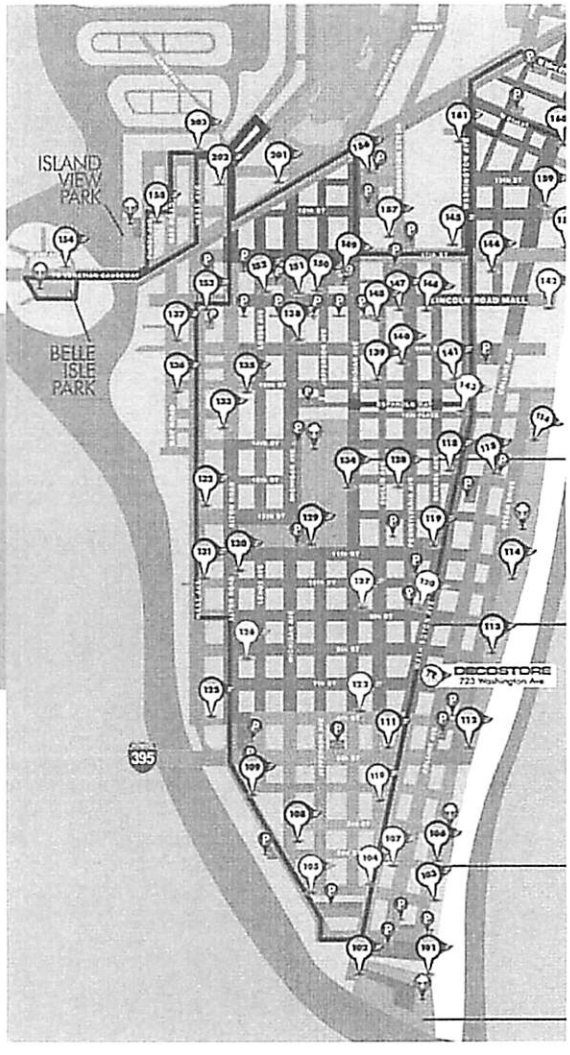
DECOBIKE Miami Beach uses independently operating solar-powered DECOSTATIONS that communicate via a wireless data network to the DECOBIKE Operations Center, 24 hours per day. The DECOSTATIONS are modular and typically accommodate 8, 12 or 16 bikes. The DecoStations are bright green in color and connect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


APPROX 100 DECOSTATIONS
1,000 DECOBIKES

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.

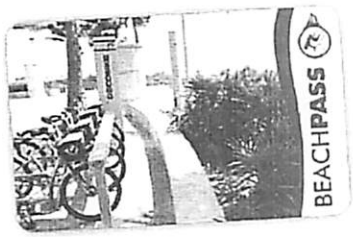
YOU OWN THE STREETS OF SOUTH BEACH



DOWNLOAD THE APP

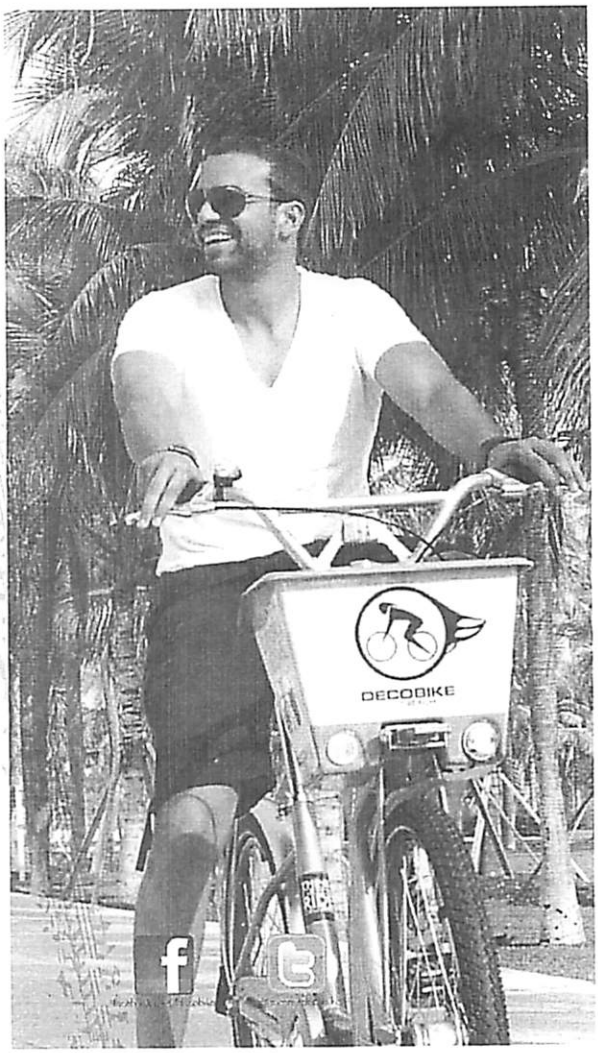
Our exclusive DECOBIKE iPhone and BlackBerry application made available for free online

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

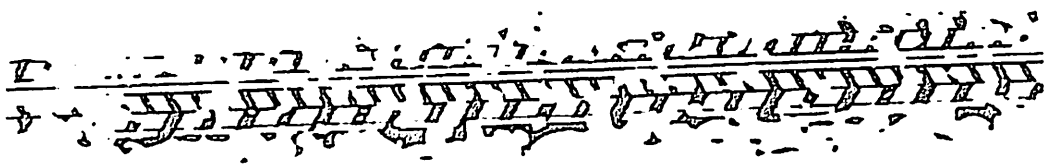


BEACHPASS

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

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

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	$ 288,750.00	$ 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. KNIGHT (1894-1981)

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.

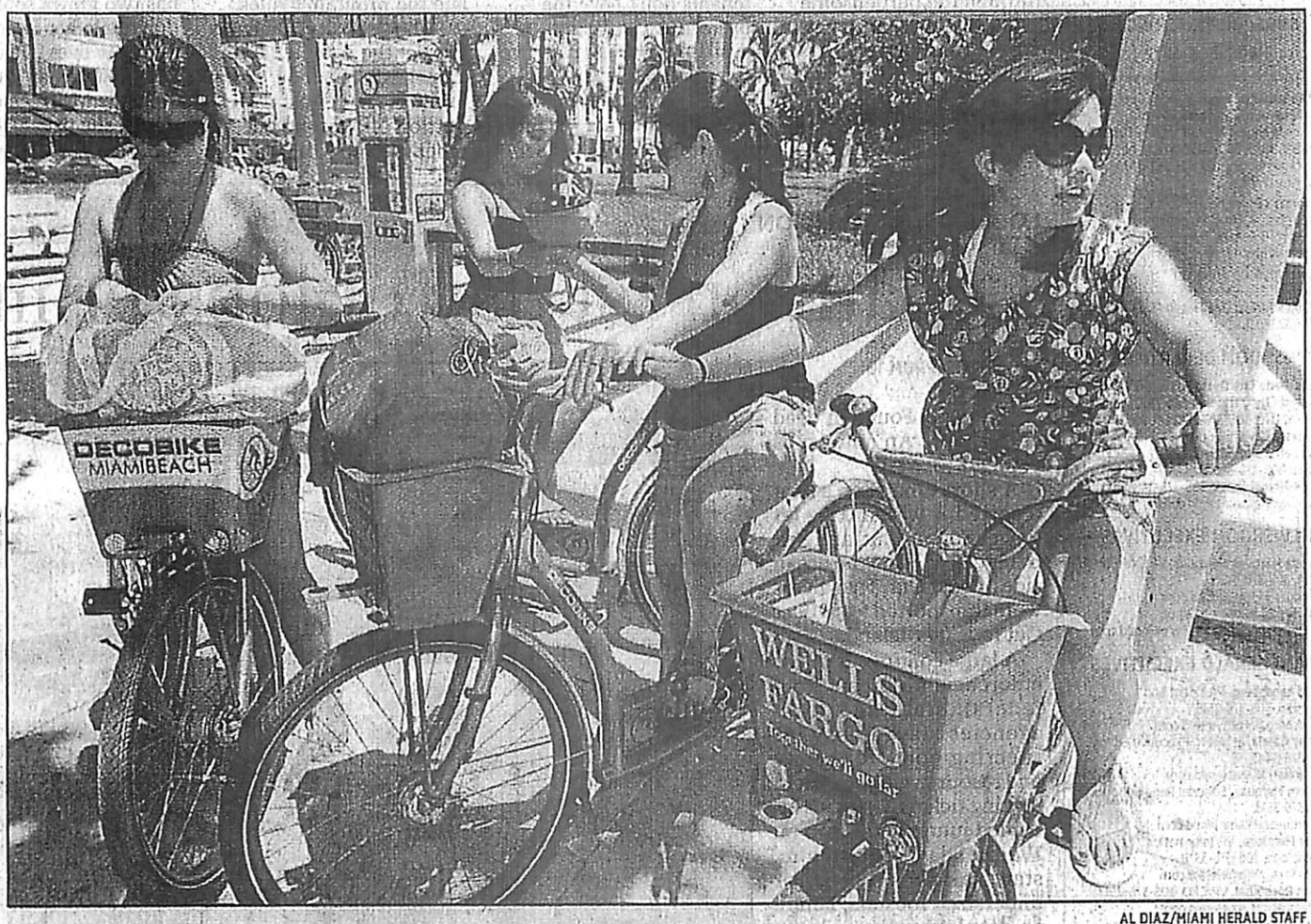
A big part of the reason is because the city has curtailed its ability to sell advertising. Right now, DecoBikes can only place ads on the bicycles' baskets. But the baskets are small and a hard sell. DecoBikes wants to place larger ads, 7 feet by 2 feet, on the bike racks. City administrators, however, 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 klosk at Ninth Street and Ocean Drive.

MIAMI BEACH

BIKE-SHARE PROGRAM'S BUMPY RIDE

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

BY PERRY STEIN
pstein@MiamiHerald.com

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

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

"I think it's phenomenal," Miami 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

MIAMI BEACH

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 canvass 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 revenue.

AL DIAZ/MIAMI HERALD STAFF

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

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 larger chunk of cash.

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

Mayor Bower said she 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**

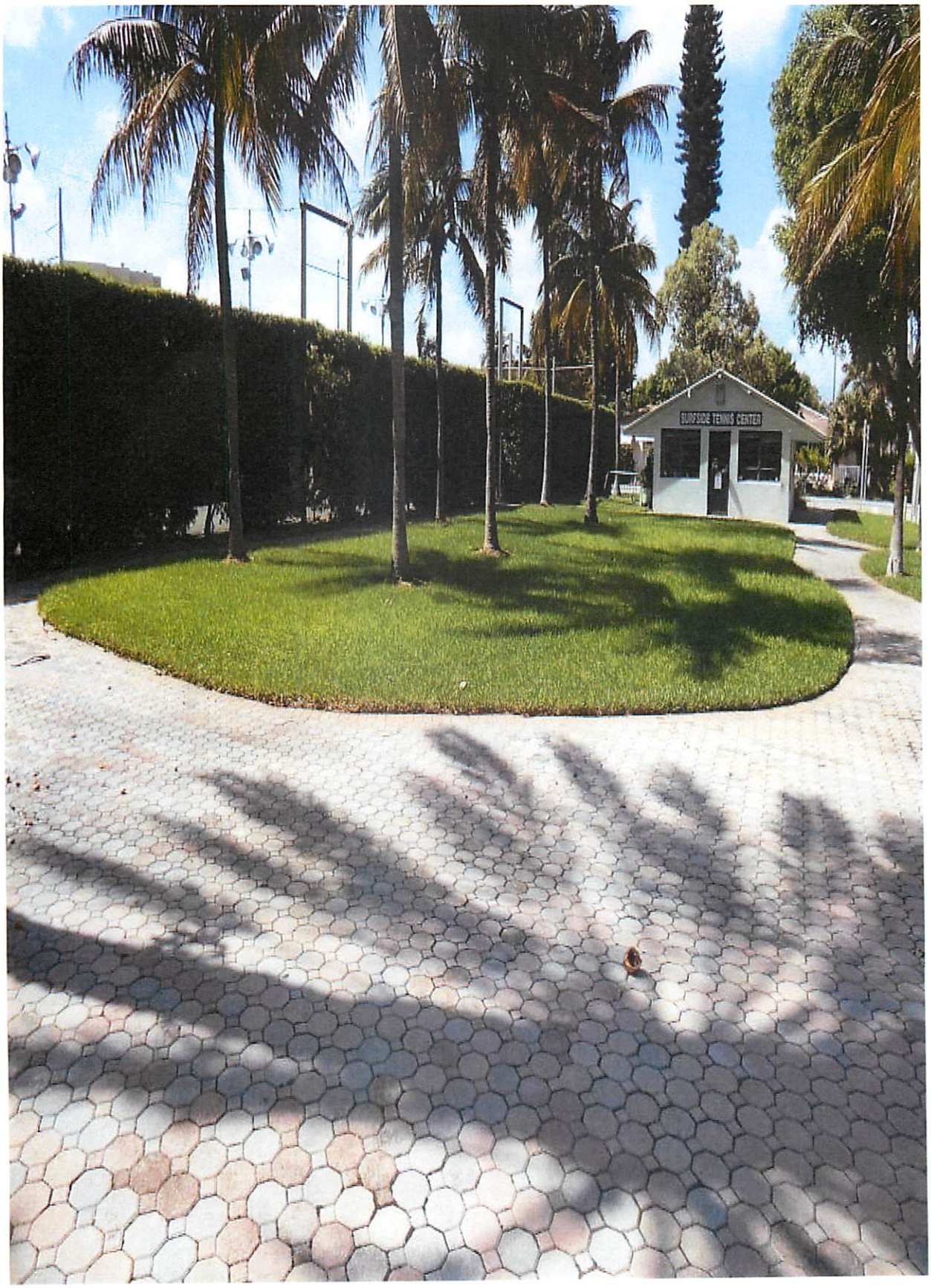
STATION NUMBER: **3**
LOCATION: **94th Street & Harding Ave.**
STATION SIZE: **16-BIKE SINGLE**

SURFACE TYPE: **Aluminum Platform**
COORDINATES
LAT: **25.88350**
LONG: **-80.12351**

SURFSIDE, FLORIDA

	Apr-12	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12		
S401 (INSTALLED 4/9/2012)										**YTD**	**Surfside Revenue 12%**
Number of Rides	222	196	265	411	353					1447	
Revenue	$ 770.00	$ 742.00	$975.00	$1,011.00	$ 195.00					**$ 3,693.00**	**$443.16**
S404 (INSTALLED 7/6/2012)										**YTD**	
Number of Rides				31	180					211	
Revenue				$ 222.00	$ 148.00					**$ 370.00**	**$44.40**
Total Surfside Revenue											**$487.56**

ATTACHMENT 2



VETERANS PARK @ 88TH STREET

96TH STREET
(VIEW TO THE WEST)

96TH STREET
(VIEW TO THE EAST)

EXHIBIT A

Deco Bike, LLC.
Town of Surfside

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

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

THIS AGREEMENT made on November 8, 2011 (Effective Date), between the **TOWN OF SURFSIDE**, a municipal corporation of the State of Florida, having its principal address at 9293 Harding Avenue, Surfside, Florida, 33154 (hereinafter called "Town"), and **DECO BIKE, LLC.**, a Florida corporation, with offices at 3301 NE 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.11-2058 which accepted the recommendation of the Town Manager, pursuant to the RFP; and authorized the Administration to enter into negotiations with Concessionaire as the top-ranked responsive proposer; and

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

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

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

SECTION 1. TERM.

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.

1.1.3 Pursuant to section 13.6 herein, this Agreement may be terminated by the Town, without cause, by providing the Concessionaire written notice thereof by certified mail, return receipt requested, or by hand delivery, to be effective sixty (60) days from receipt of said notice.

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

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

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 following program phases:

Phase I:
Station #1 at 93rd Street and Collins Avenue (Municipal Complex).
Station #2 at 94th Street and Harding Avenue (Publix).

Subsequent Phases:
To be determined.

Concessionaire shall first commence the program with the setup and 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 may provide written notice to Concessionaire that it can proceed with the setup and implementation of subsequent Phases to be determined.

The procedure for implementation, set up, and Town acceptance of additional Phases shall be the same as for Phase I.

For purposes of the completion dates above, no Phase shall be deemed "installed and implemented" unless it has been accepted by the Town Manager, in writing, on or prior to such date.

3.3.1.1 Project Schedule

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

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

3.3.1.2 Intentionally Omitted.

3.4 Operational Ceiling for Program

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

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

3.4.3 Intentionally Omitted.

3.4.4 Intentionally Omitted.

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,

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

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 Termination for Convenience. This Agreement may be terminated by the Town, without cause, by providing the Concessionaire written notice thereof by certified mail, return receipt requested, or by hand delivery, to be effective sixty (60) days from receipt of said notice.

13.7 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 Two Thousand Five Hundred ($2,500.00) Dollar one-year Certificate of Deposit in favor of the Town per kiosk location, which shall be automatically renewed, the original of which shall be held by the Town's Chief Financial Officer. Concessionaire shall be so required to maintain said Performance Bond or alternate security in full force and effect throughout the Term of this Agreement. Concessionaire shall have an affirmative duty to notify the Town Manager or his designee, in writing, in the event said Performance Bond or alternate security lapses or otherwise expires. All interest that accrues in connection with any financial instrument or sum of money referenced above shall be the property of Concessionaire, except in an event of default, in which case the Town shall be entitled to all interest that accrues after the date of default.

SECTION 15. ASSIGNMENT.

Concessionaire shall not assign all or any portion of its costs or obligations under this Agreement without the prior written consent of the Town Manager, which shall not be unreasonably withheld. Concessionaire shall notify the Town Manager of any proposed assignment, in writing, at least sixty (60) days prior to the proposed effective date of such assignment. In the event that any such assignment is approved by the Town Manager, the assignee shall agree to be bound by all the covenants of this Agreement required of Concessionaire.

SECTION 16. SPONSORSHIPS.

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 Most Favored Nation.

The Concessionaire agrees that if, after the Effective Date of this Agreement, it enters into an agreement for the same or substantially similar scope of services with another local government in Florida which contains a term or condition, including fees, charges or costs, that are more favorable than the terms in the Agreement, the Town may provide Concessionaire with written notice explaining how the new agreement is for the same or substantially similar services and how the new agreement contains terms or conditions that are more favorable than the terms in the Agreement, and requesting to negotiate an amendment to the Agreement (a "New Agreement Notice"). The parties shall act in good faith to negotiate an amendment to the Agreement that addresses, in a manner that is fair and equitable to both parties, the matters raised by the Town in the New Agreement Notice. If the parties fail to reach agreement upon an amendment within 90 days of the New Agreement Notice, then the Town shall have the right to terminate this Agreement without penalty or early termination fee, subject to the terms and conditions of Section 3.3 of the Agreement, by providing 30 days advance written notice to the Vendor, such notice to be given no later than 100 days from the New Agreement Notice.

21.13 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.

TOWN OF SURFSIDE,
A Florida municipal corporation

By:_____
Daniel Dietch, Mayor

By:_____
Roger M. Carlton, Town Manager

Attest:

By:_____ 1/10/12
Sandra Novoa, CMC, Town Clerk

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

By:_____ 1/10/2012
Lynn M. Dannheisser, Town Attorney

DECO BIKE, LLC

By:_____
Ricardo Pierdant, President
1-2-2012

Attest:

By:_____
Name, Title TEXAS DIRECTOR

Exhibit 2.2 (a)
Concession Area Site Plan

Surfside Town Limits

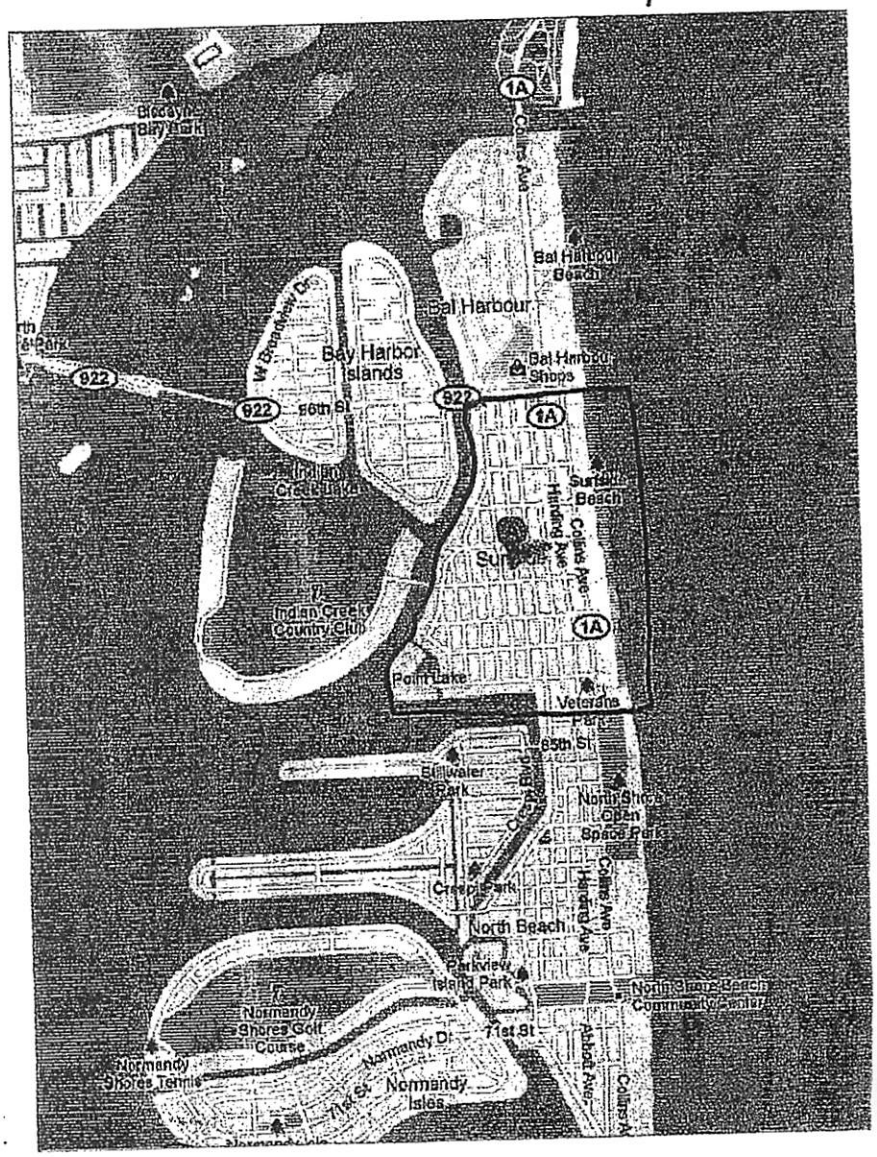


Exhibit 2.2 (b)
Concession Area Site List

Surfside		Closest Crossroads	
Station #:	Phase:	Street:	Avenue:
1	1	93rd Street	Collins
2	1	94th Street	Collins

Exhibit 3.1

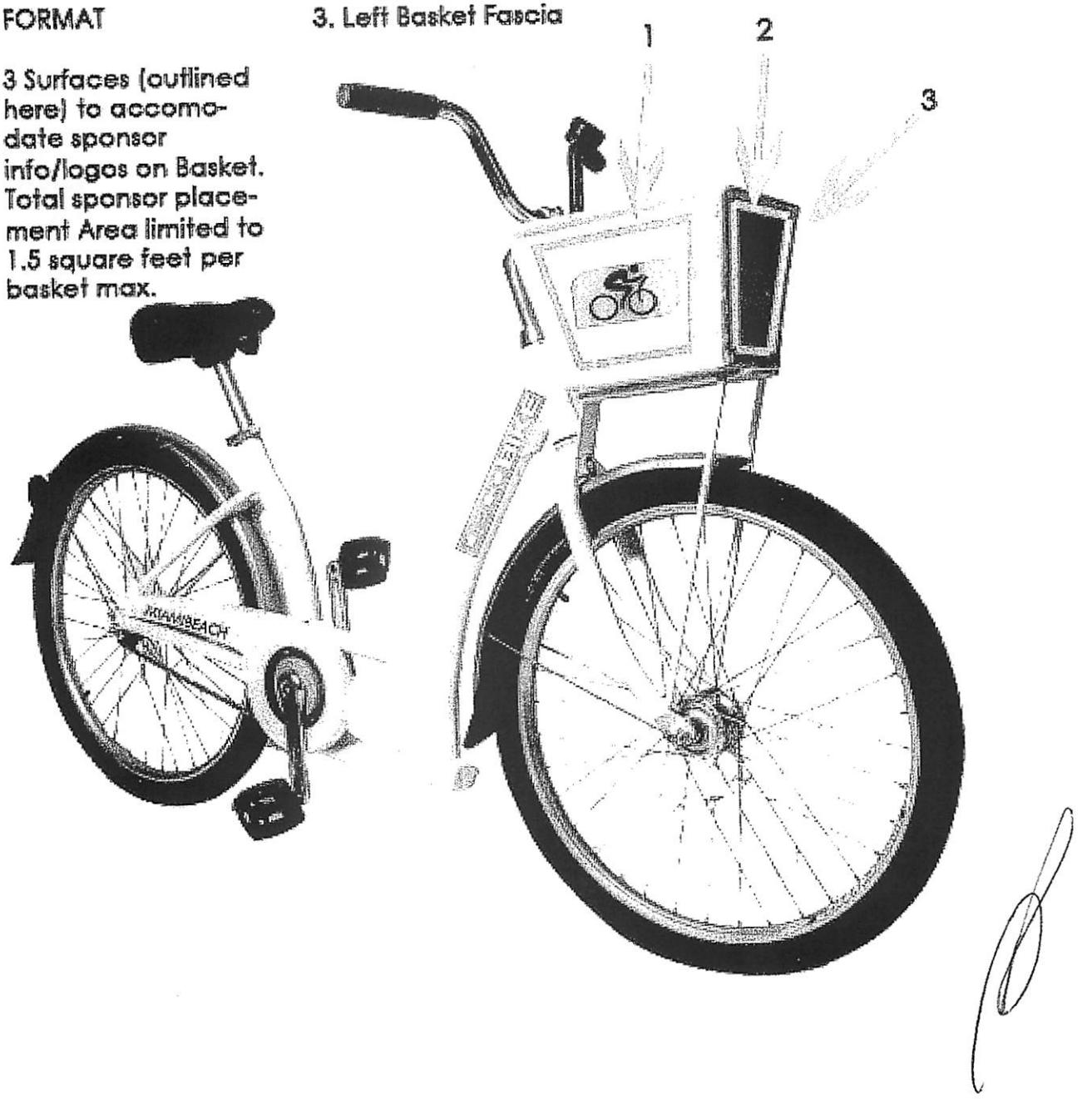
Program Equipment: Bicycle Image & Specs

Base Unit/Stock Image Shown, Subject to Modifications.
Will feature all equipment required by the RFP.

DECO BIKE BASKET SPONSORSHIP FORMAT

1. Right Basket Fascia
2. Front Basket Fascia
3. Left Basket Fascia

3 Surfaces (outlined here) to accomodate sponsor info/logos on Basket. Total sponsor placement Area limited to 1.5 square feet per basket max.

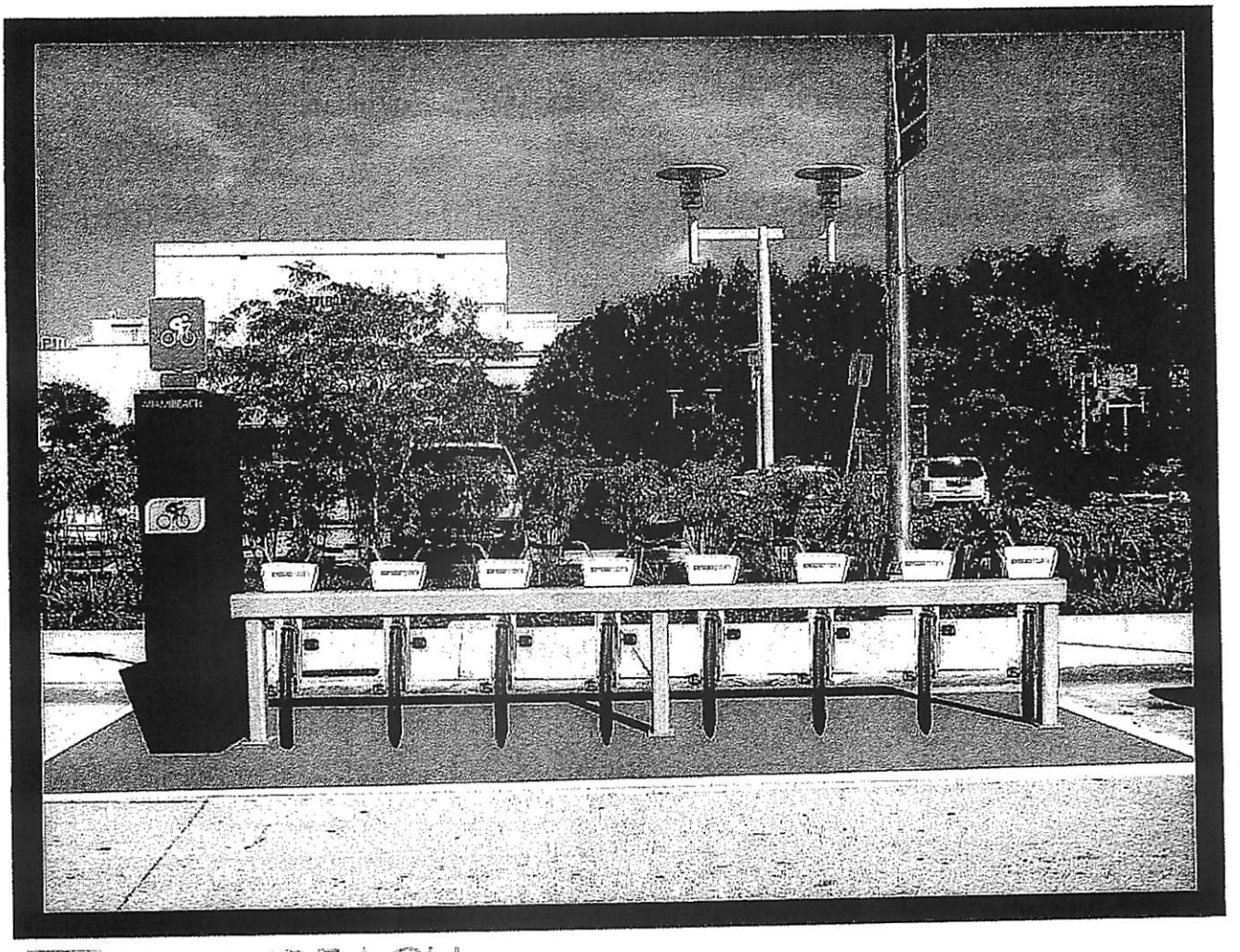


Deco Bike Custom Cruiser	26" Coaster Brake Model
Frame	6061 PG Aluminum (T4/T6) **H/T:50*44*34x132**
Fork	CS-9101 Hi Tensile Steel, Integrated Style Crown, Curved Legs with Double Eyelets 28.6x1.4T
Headset	Alloy, 25.4-44-30, Semi Integrated Bearings
Handlebar	Custom, Alloy & Steel
Stem	Alloy, 180mm Quill x 90mm Extension x 30 Degree Rise25.4mm Barbore
Grips	Black/Grey, 130mm Length
Seat Binder	Alloy Seat Clamp with Quick Release, w/Locking Mech.
Seat Post	Alloy w/Integrated Clamp, 31.8mm x 400mm , Accommodates Riders 5'-6'3"
Saddle	Cionlli 7257 with Chromoly Rails and Elastomer 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, Nutted
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

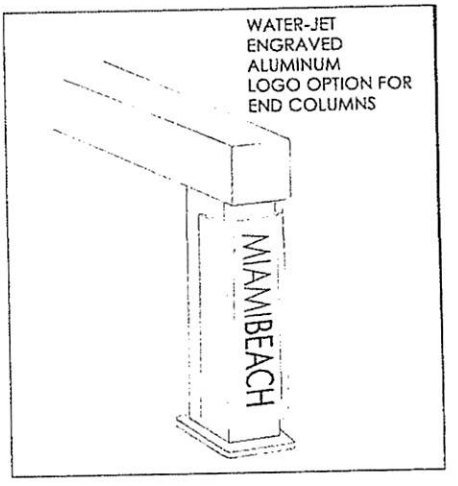
Exhibit 3.1.1
Program Equipment: Kiosk Station Image

For Informational Purposes Only, Subject to Planning/Zoning Approval and modification as necessary.

DECO BIKE



MIAMIBEACH



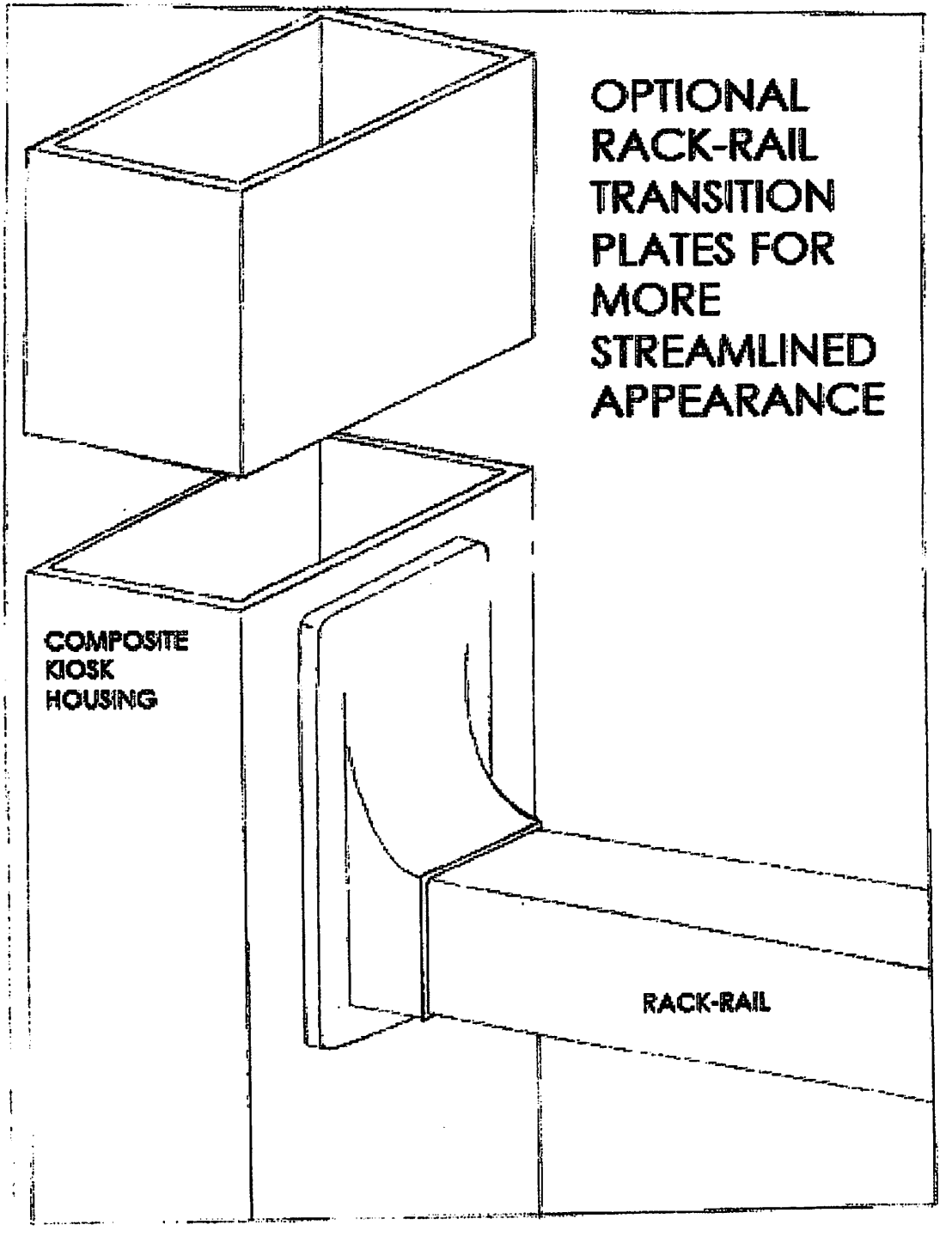

OPTIONAL
RACK-RAIL
TRANSITION
PLATES FOR
MORE
STREAMLINED
APPEARANCE
COMPOSITE
KIOSK
HOUSING
RACK-RAIL

Exhibit 3.1.2

Program Equipment: Typical Site Plan & Elevations

For Informational Purposes Only, Subject to Planning/Zoning Approval and modification as necessary.

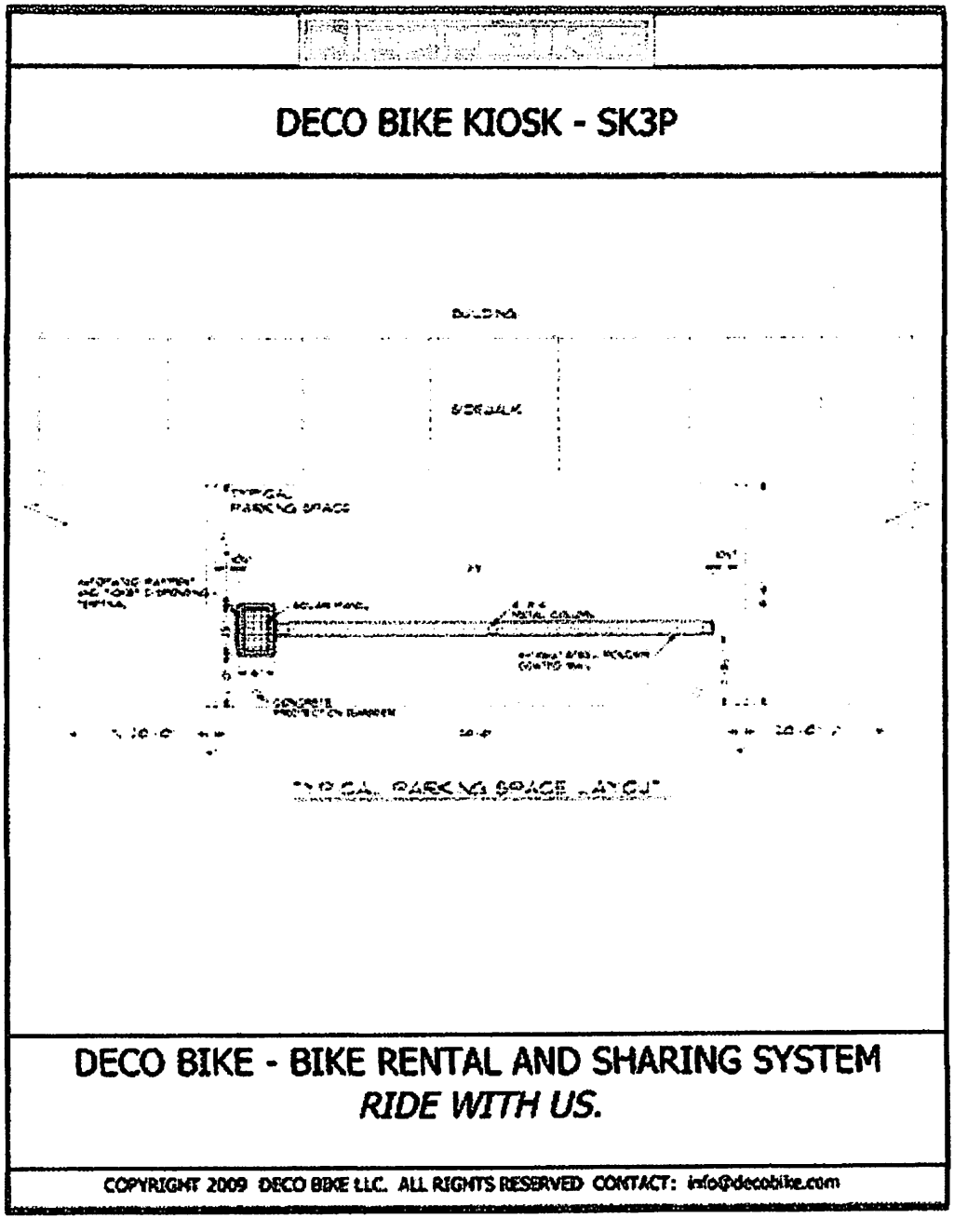


EXHIBIT 3.2.1
PRICE SCHEDULE
(Subject To Change)

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, 2009

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 33186

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 situate in Miami-Dade County, Florida, to-wit:

> Condominium Unit 11, Building 1, of EAGLE WEST CONDOMINIUM, a Condominium according to the Declaration of Condominium thereof, as recorded in Official Records Book 19233, 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. Covenants, conditions, restrictions and easements contained in the underlying plat of subject

This instrument was prepared by
And is to be returned to:
Carmen Wanagat, Esq.
Old Gold Leaf Title Company
2720 Coral Way, 4th Floor
Miami, Florida 33145

WARRANTY DEED

Property Appraisers Parcel
Identification (Folio) Number(s):
30-3914-07-01-3

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, and all genders 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.

property.

3. Terms, provisions, covenants, liens, conditions, amendments 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)
) SS.
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 [illegible] 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, State of Florida
Print Name: Lilian Correa
My Commission Expires: Commission #DD259830 Expires: Nov 01, 2006 Bonded Thru Atlantic Bonding Co., Inc.

HP LASERJET FAX 15 2008 8:30AM

And the said grantor hereby fully warrant 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 CARMO 956 APTO 101 — ACLIMAÇÃO — SÃO PAULO — SP. CEP 01530-000. BRAZIL

IN WITNESS WHEREOF, The said party of the first part has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

Print Name: Carmen Wanagat

Print Name: [illegible]

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.

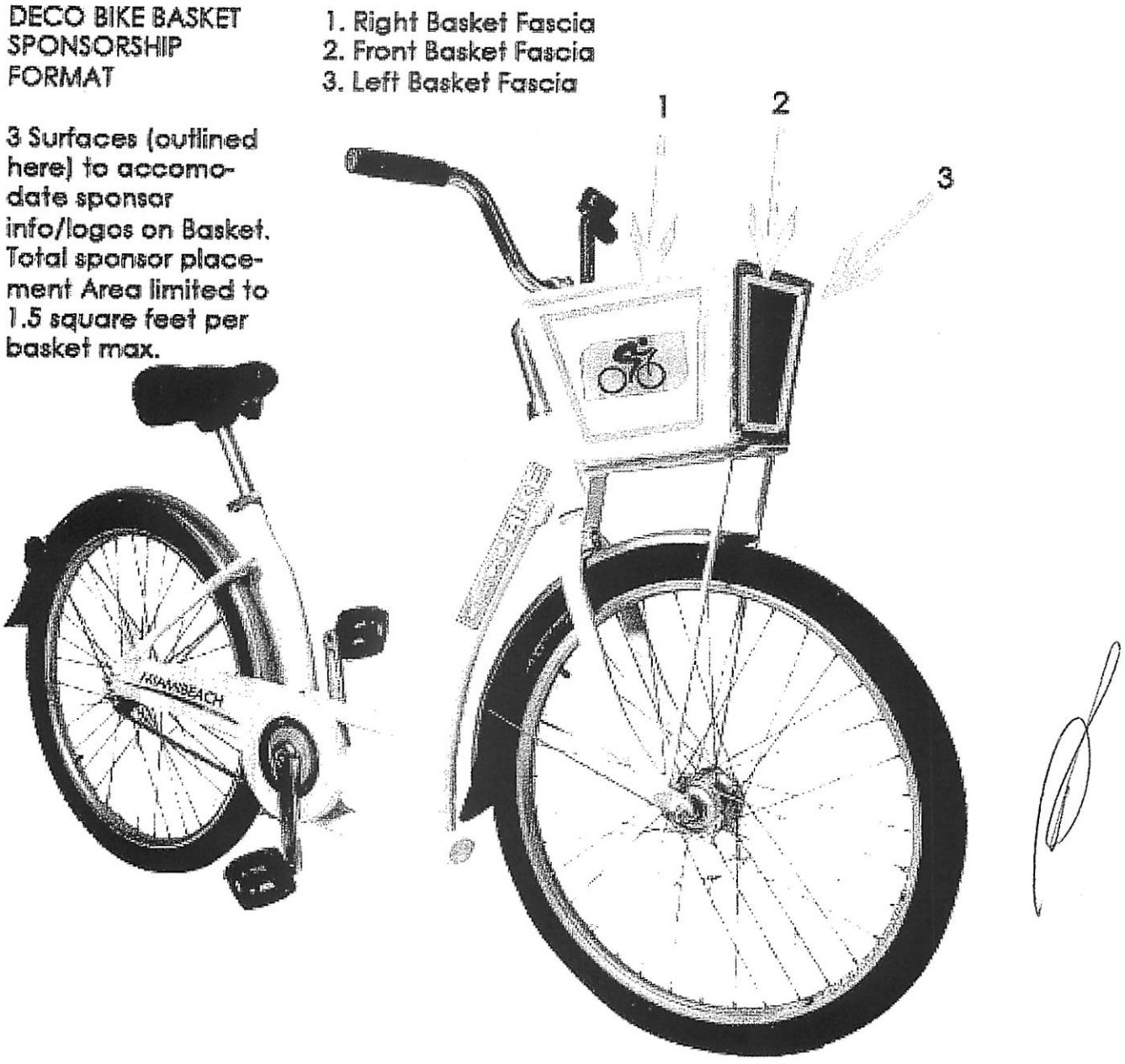
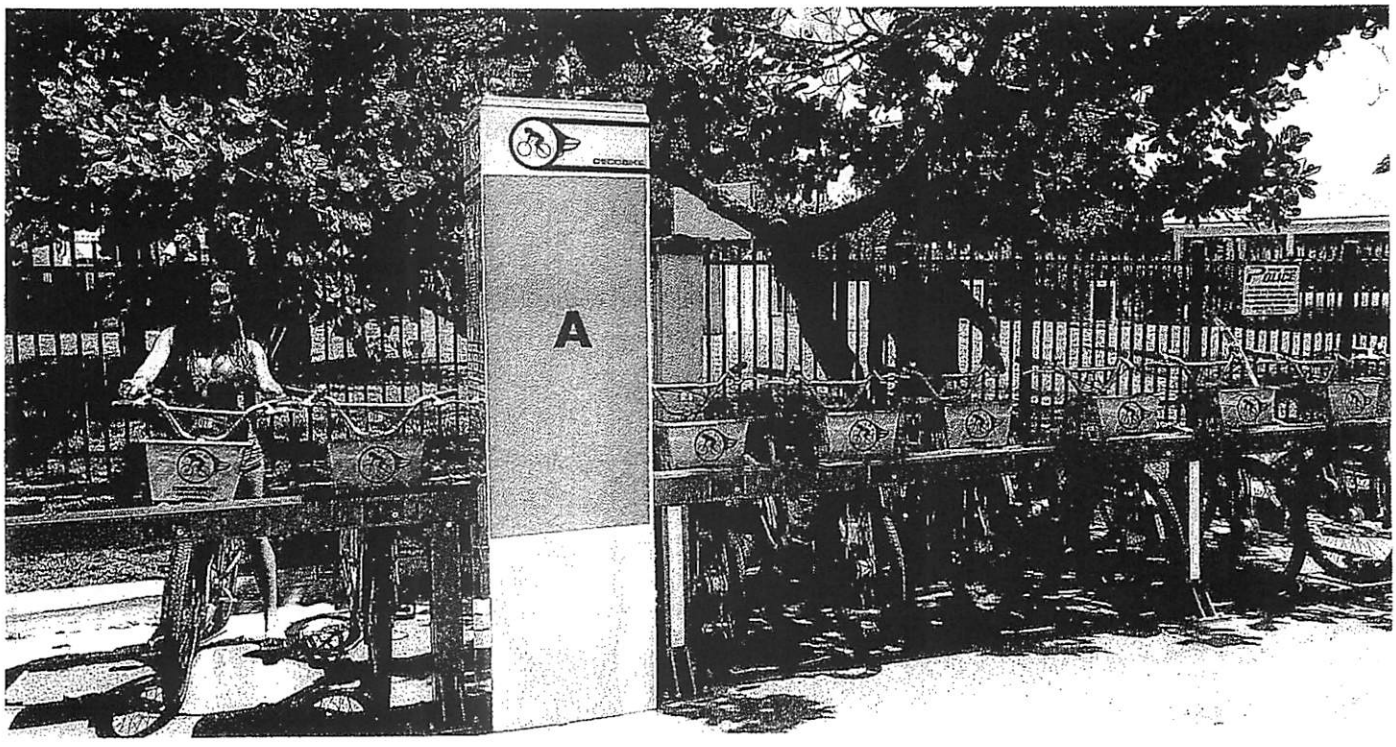


Exhibit 16.3
Kiosk Sponsorship Format

DECO**BIKE** AD **SPACE** ON **BASKETS**



DECOBIKE
SURFSIDE

1 SURFACE (**A**) TO ACCOMODATE SPONSOR INFO/LOGO ON KIOSK.

AREA LIMITED TO 9 SQUARE FEET PER BASKET.

ADDENDUM

The Concessionaire agrees to the following in addition to the above Concession Agreement:

1. The base of each kiosk will match the ground cover at each location as best possible in color and/or similar paving to the existing surface pending approval by Town Manager or designee.

2. All kiosks located in Surfside to be painted in "Surfside Blue" with Town Logo.

3. List local businesses on kiosks pro bono for a period of time. Town Manager or designee to assist Concessionaire with selection of businesses and accompanying pro bono time frame.

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. All site locations subject to securing Town Building Permits prior to installation.

8. Commitment to work with the Surfside Police Department on educational and training initiatives regarding bike safety.

Town of Surfside
Town Commission Meeting
January 15, 2013
7 p.m.

DISCUSSION ITEM MEMORANDUM

Title: REVISED "Outdoor Exercise Equipment" REVISED

Objective: To install an "Outdoor Exercise Equipment" station/area similar to those found in small 'parks' (municipal property) for our residents to use. The area directly behind (east side) of Community Center could be the best, if DERM, DEP, etc. agencies permit this use. Several of these stations are currently located along Miami Beach's coastline.

Consideration: It is the 'job' of the Town Commission to create an environment that encourages good health and well being – this agenda item pursues this goal.

Action: I am asking (thru the T Mgr.) that the Department Heads of both Parks and Rec. and Public Works determine the cost of buying and installing 3-4 pieces of outdoor exercise equipment and report back to the Commission and Town manager REGARDING COST and IF ANY FEDERAL OR STATE DOLLARS (GRANTS, ETC.) EXIST TO PAY FOR THIS. In other words an estimate as to what this will cost. Note: This is NOT a 'project.'

Additional Info/Note:

http://www.gfoutdoorfitness.com/

http://www.miamiherald.com/2012/07/13/2894396/county-unveils-outdoor-gym-equipment.html

Approximate Cost: Minimal, to ascertain information stated above under "Action."

Thank you for your consideration;

Respectfully,

Joe Graubart, Commissioner

Town of Surfside
Town Commission Meeting
January 15, 2015
7 p.m.

DISCUSSION ITEM MEMORANDUM

Title: "FEMA Flood Insurance Program"

Objective: To discuss methods, means and ways to support the efforts to reestablish the flood insurance discount.

Consideration: FEMA Law Associates PLLC, letter of December 14, 2012 indicates that we need to get a few items corrected/complied with ASAP.

Action: I am asking: What the Town Commission can do to help with this matter as it pertains to assisting the building department staff and Department Head Official in achieving this goal by a date certain.

Additional Info/Note: The purpose of this "Agenda Item" is to update the Residents and Commission.

Approximate Cost: None/Minimal

Thank you for your consideration;

Respectfully,

Joe Graubart, Commissioner

Town of Surfside
Commission Communication

Agenda Item #: 9H

Agenda Date: January 15, 2013

Subject: FEMA Community Assistance Visit Report dated November 20, 2012

Objective: To inform the Town Commission of the progress made in seeking FEMA's approval of the Community Assistance Visit (CAV) and re-entry into the CRS program.

Background: On November 20, 2012, FEMA responded to the report submitted by the Town of Surfside dated August 30, 2012 in which they commended the efforts of Paul Gioia, Building Official, Lynn Dannheisser, Town Attorney, Roger Carlton, Town Manager and Mr. Ernest Abbott. They expressed appreciation for their hard work and commitment to bring Surfside in compliance with the issues pending in the CAV report.

With regard to Floodplain Management Regulations, FEMA praised the Town's decision to adopt higher regulatory standards than those required for participation in the National Flood Insurance Program (NFIP). The documentation provided for the development of Permit Procedures in the Special Flood Hazard Areas (SFHAs), and the development of procedures used to determine the Flood Hazard Risk Zones and Base Flood Elevations, was found to be satisfactory. No further action is required.

Pending Issues: The corrections required for full compliance have been narrowed down to a short list of deficiencies, reported for (17) properties.

These corrections include:

- Providing historical records for the properties original construction
- An analysis of the properties potential substantial improvements
- Demonstrating compliance with Town Floodplain ordinances
- Correcting technical errors in recorded Elevation Certificates
- Gathering documentation for the Dry Flood-proofing Certification for Non Residential Structures

- Providing clarification as to the status of Post-FIRM "Submit for Rate" properties found with irregularities in documentation

Timeline of Progress: On December 3, 2012, Ed Rojas, Building Official, assumed responsibility for addressing all the remaining issues outlined in the FEMA report. Since then Ed has brought in a Floodplain Management Consultant whose objective amongst other things, is to reinforce the relationship between the Town and FEMA, thereby supporting final approval for the CAV report.

Lourdes Rodriquez is a Certified State Floodplain Manager and leading member in South Florida of the Association of State Floodplain Managers of Florida. Through her extensive network and involvement at the State level, Lourdes established a working relationship with many FEMA representatives, including Susan Wilson and Dr. Prasad Inmula. Lourdes has committed her time and effort to assist the Town of Surfside with its ultimate goal of re-entry in the NFIP and the Communities recognition in the CRS. (Attachment 1)

On December 8, 2012, the Building Department organized the files of all the 17 properties with deficiencies. Based on the findings, a list of questions and clarifications were compiled to prepare the final response to FEMA, from the Town.

On December 10, 2012, Ed Rojas visited all the sites to verify actual field conditions and begin preparation to address the FEMA commentary. With the information gathered from the files on December 8, 2012 and information gathered in the field, an agenda for discussion was prepared, and a conference call was scheduled.

On December 11, 2012, Ed Rojas participated in a telephone conference with Susan Wilson, Prasad, and Lourdes Rodriquez. The discussion was productive. The discussed the deficiencies related to the (17) properties outlined in the most recent report and mapped out a course of action as to how to proceed to FEMA's satisfaction.

Corrective Measures:
The following actions have taken by the Building Department:

- By December 13, 2012 all the surveying offices that prepared Elevations Certificates cited as having erroneous information, were contacted and instructed to make the required corrections accordingly. All corrections to Elevations Certificates were required by January 4, 2013.
- By December 14, 2012, the project Engineers and Contractors involved in the properties that required Dry Flood Proofing Certifications were contacted and advised on how to submit the required documentation. The deadline for the required certification was January 11, 2013.
- By December 14, 2012, a study was completed analyzing one of the more complicated properties with a myriad of issues. The property selected is located on 825 88th St. The intent was to prepare a typical response and submit it to FEMA for an informal review. Once

accepted, all the remaining properties with similar issues will be handled using the same methodology.

- By December 19, 2012, all the irregularities with the "Submit for Rate Properties" were identified and work was begun to remedy any inconsistencies. Once these issues have been addressed, the property Owners, and the Insurance agents providing flood insurance will be notified and brought up to date with the proper paperwork. Clarifications will be included in the Town's final response to FEMA which is due no later than February 1, 2013.
- By January 4, 2013, properties that required renewed Elevation Certificates were surveyed. The new Elevation Certificates are to be submitted no later than January 14, 2013.
- By January 7, 2013, all the properties that required a Substantial Improvement analysis, in response to the FEMA request for information, have been completed and organized in the form of a binder that will be submitted to FEMA for final approval.
- By January 14, 2013, meetings with the project engineer's for the properties that require Dry Flood-proofing Certifications were conducted. The requirements for these certifications have been made clear and commitments to have these certifications in time for the February 1, 2013 have been agreed upon.

Given the progress made thus far thanks to the special efforts of Ed Rojas, Lourdes Rodriquez, Paul Gioia, Darlene Martinet and Rony Jean, of the Building Department, a final submittal of the FEMA CAV Report will be achieved on the required date of February 1, 2013.

Once the CAV has been approved, the CRS application for the Town's re-entry in the program can begin its process with the Insurance Service Office (ISO).

Members of the ISO that have professional affiliations/working relationships with the Association of Floodplain Managers of Florida have been alerted of the Town's intensions and have expressed to Lourdes their willingness to assist the Town in any way that will expedite our re-entry in the CRS program. However, the ISO process is not likely to be completed by the FEMA publication deadline of May 1, 2013. This means that the Town will not be eligible for FEMA discounts until October 2013.

Please be aware that FEMA's view of Surfside prior to the recent retention of special counsel and the extraordinary efforts of the new Building Official, Ed Rojas, was not positive. This is all changing rapidly.

Floodplain Manager Position:
In order to continue this progress and in conjunction with Commissioner Graubart's offers of help from the Town's Commission to achieve the reinstatement as soon as possible, I have authorized the creation of a Floodplain Manager position. The functions of this position will be:

1. Organize all of the Town's files and maintain records and documents that keep the Town eligible to participate in the FEMA's NFIP and Community Rating System (CRS).

2. Assist in the preparation of Standard Operating Procedures (SOP) for the Town's Floodplain Management Program as well as formally adopting and periodically updating the community Floodplain Ordinance.
3. Function as the community representative for floodplain management studies, plans, and mapping activities initiated by Federal and State Agencies, Regional Planning Commissions, Flood Control and Drainage Districts, adjacent communities and others.
4. Provide floodplain management guidance related to community drainage improvements, flood protection, floodplain management, and flood mitigation projects.
5. Assist and cooperate with FEMA and State Floodplain Manager representatives during future Community Assistance Visits (CAV), Community Rating System (CRS) Program reviews, and other floodplain management program actions for coordination.
6. Initiate and coordinate other Federal and State Floodplain Management programs. One such program is "Storm Ready". Storm Ready is a community preparedness program that encourages government entities and commercial gathering sites to prepare for severe storms and improves the communities CRS rating.
7. Coordinate outreach programs to explain floodplain development requirements to community leaders, citizens, and the general public.

The individual selected for this position will be someone that is cross trained and can assist the Building Department with the processing and permitting of all the prospective new construction projects that are forthcoming. The funds for the new position will come from the Building Department and Staff is reviewing a flood plain fee to partially offset the cost of the new position. The addition of a Floodplain Manager will allow the Town to better serve the community and demonstrates our commitment to the FEMA Program.

Acknowledgments: Please join me in thanking Paul Gioia for his handling of these responsibilities in the past, Lynn Dannheisser for demonstrating good judgment in retaining the best possible outside council, and Ed Rojas for his hard work thus far.

Town Manager

Building Official

Lourdes M. Rodriguez

8882 NW 174 Terr
Miami, Fl. 33018

Lourdes_MRodriguez@yahoo.com

Phone: 305-302-6235

- **Dedicated individual with 15+ years of experience** in municipal building departments. Experienced in start-ups and implemented policy and procedures to achieve efficient and customer service driven building departments. Experienced in Airline customer service call centers worked in Pan American Airways Reservations and Ticket Counter.
- **Respected builder and leader of customer-focused teams**; instill a shared, enthusiastic commitment to customer service as a key driver of company goal attainment. Lead by example and ensure the execution of all safety, security, quality and operations policies.

Areas of Expertise

All aspects of permitting
Floodplain Management Reviews
Damage Assessment
Call Center Reservations
40 year recertification
Unsafe Structures
Customer Satisfaction Enhancement
Ticket Counter
Front-End Supervision
Team Building permit clerks
Training permit clerks

Professional Experience

Town of Miami Lakes – Miami Lakes, Florida 05/11 to Present

Permit Clerk Supervisor

Supervise the day to day operation of the Building Department. Introduced training programs that enhanced employee performance and helped build a motivated workforce.

- Directly supervise the clerical staff
- Responsible for employee evaluations as well as any disciplinary actions
- Directly involved with the ongoing permit software development, CRW TRAKIT
- Crystal Reports and Administrator for permit software – CRW TRAKIT
- Implementing new E-markup Software (CRW) for electronic plan review
- Perform plan review for Floodplain
- Responsible for the CRS Program maintaining a Class 5
- Assist Public Works NPDES Permit Application
- Coordinate the complete scanning of all permits and maintain electronic files
- Handle customer complaints and inquiries, provides assistance to contractors and developers
- Handles the daily fees reporting
- Experience in preparing Code Compliance Reports
- Experience in preparing reports for DCA
- Experienced in preparing procedures
- Extensive knowledge of FBC 2010, Miami Dade County Chapters 8 & 10, Florida Statute 489 & CFR 44
- Proficient in Microsoft Word, Excel, Publisher and PowerPoint
- Knowledge of Microsoft Access
- Certified Floodplain Manager

- Certified Permit Technician
- Perform various duties under the direct supervision of the Building Official
- Assist the Building Official as requested

City of Doral — Doral, Florida 09/04 to 05/11

Administrative Coordinator, 10/05 to present
Permit Clerk, 09/04 to 10/05

Experienced permit clerk, assisted in the startup of the Building Department. Collaborated on procedures and creating workflow. Implemented procedures for all phases of permit issuance.

Promoted to Administrative Coordinator to supervise the day to day operation of the Building Department. Introduced training programs that enhanced employee performance and helped build a motivated workforce.

- Directly supervise the clerical staff, (1) receptionist, (4) permit clerks, (2) plans processing clerks and (2) file clerks.
- Responsible for employee evaluations as well as any disciplinary actions
- Directly involved with the ongoing permit software development
- Perform plan review for Floodplain
- Responsible for the CRS Program
- Handle customer complaints and inquiries, provides assistance to contractors and developers
- Handles the daily fees reporting
- Experience in preparing Code Compliance Reports
- Experience in preparing reports for DCA
- Experienced in preparing procedures
- Extensive knowledge of FBC 2007, Miami Dade County Chapters 8 & 10, Florida Statute 489 & CFR 44
- Proficient in Microsoft Word, Excel, Publisher and PowerPoint
- Knowledge of Microsoft Access
- Certified Floodplain Manager
- Certified Permit Technician
- Perform various duties under the direct supervision of the Building Official
- Assist the Building Official as requested

CSA Group — Coral Gables, Florida 04/01 to 05/01
Town of Miami Lakes – Miami Lakes, Florida

Permit Supervisor

Responsible for permit counter; intake of permit application, routing plans, permit issuance, contractor registration, handle customer complaints, assist contractors and developers.

- Supervise permit clerk
- Handle customer complaints and inquiries, provides assistance to contractors and developers
- Handles the daily fees reporting
- Experience in preparing Code Compliance Reports
- Experience in preparing reports for DCA

- Experienced in preparing procedures
- Extensive knowledge of FBC 2007, Miami Dade County Chapters 8 & 10, Florida Statute 489 & CFR 44
- Perform various duties under the direct supervision of the Building Official
- Assist the Building Official as requested

City of Hialeah – Hialeah, Florida 02/89 to 02/01

Clerk

Responsible for intake of permit applications, routing plans, contractor registration, permit issuance, and inspection requests.

- Handle customer complaints and inquiries, provides assistance to contractors and developers
- Handles the daily fees reporting
- Experience in preparing Code Compliance Reports
- Experience in preparing reports for DCA
- Experienced in preparing procedures
- Extensive knowledge of FBC 2007, Miami Dade County Chapters 8 & 10, Florida Statute 489 & CFR 44
- Perform various duties under the direct supervision of the Building Official
- Assisted the Chief Building Inspector
- Assist the Building Official as requested

Pan American World Airways 11/87-02/89
Miami International Airport

- General Reservations
- Specialty Around the World Desk Reservations and Customer Service
- Ticket Counter
- Training Assistant

Education

Miami Dade Community College — Miami, Florida 06/83
Earned 21 credits in Medical studies

National School of Technology – Hialeah, Florida 08/89

Cardiovascular studies
CVT Certification

Certifications

Certified Floodplain Manager (CFM)	September 12, 2009
Permit Technician	January 29, 2009
Storm water Operator Level 1	October 2011
Sediment and Erosion Inspector	September 2012

Memberships

Association Floodplain Managers

Florida Floodplain Managers

Floodplain Roundtable- Miami-Dade, Broward, Monroe & Palm Beach

Notary Public State of Florida

Bilingual (English/Spanish)

References upon request

Town of Surfside
Town Commission Meeting
January 15, 2013
7 p.m.

DISCUSSION ITEM MEMORANDUM

Title: "Agenda Items Deadlines for Commission"

Objective: To determine if this *requirement* (deadlines) is in the Town Charter. To let it be fully understood; that the administration, i.e. Town Manager or Town Attorney cannot prevent/stop/block an item presented by the Mayor, Vice Mayor and Commissioner from being added to the agenda for any reason without a vote of the Commission.

Consideration: It is the 'job' of the Town Commission to determine if an Agenda item should be discussed or not. Please see attached "Government Structure" (organizational chart) which appears to indicate/substantiate this.

Action: I am asking the Town Attorney to confirm that the 'agenda deadline' dates be considered a recommendation and courtesy – not a requirement set forth in the Charter.

Additional Info/Note: Commission members realize that the Administration and Staff require time to address these items, especially when related to legal matters. However, I want to clarify the 'alleged' requirement.

Approximate Cost: None/Minimal

Thank you for your consideration;

Respectfully,

Joe Graubart, Commissioner

Town of Surfside
Commission Communication

Agenda Item #: 9J

Agenda Date: January 15, 2013

Subject: Florida Constitutional Amendment 11: Provides for Additional Property Tax Exemption for County and Municipality Taxes for Certain Qualified Senior Citizens

Recommendation: The above captioned Florida Constitutional Amendment was approved in the Fall 2012 election. The Miami Dade County Property Appraiser has asked municipalities to adopt an enabling ordinance no later than March 1, 2013 to grant this additional exemption to qualified seniors (Attachment 1).

To qualify, a homeowner must have owned the home for 25 years or more. Further, the ordinance required to grant this additional exemption must be adopted by a super majority of the Town Commission (4 members in our case).

The Administration does not recommend the adoption of this ordinance. Per the attached chart, the total revenue lost to the Town (savings to our taxpayers) would be $288. The cost to advertise the ordinance would be much more than the savings. Therefore the adoption makes no economic sense and the very limited savings means that very few homeowners meet the 25 year ownership requirement.

Town Manager

Finance Director

MIAMI-DADE COUNTY
OFFICE OF THE PROPERTY APPRAISER

Honorable Pedro Garcia
Property Appraiser

December 19, 2012

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

Dear Mr. Carlton:

RE: Florida Constitutional Amendment 11 – Provides for Additional Tax Exemption from County and Municipality taxes for Certain Qualified Seniors

On November 6, 2012, voters approved Amendment 11 of the Florida Constitution providing an additional homestead exemption for low income seniors that totally exempts a taxing authority's portion of taxable value. The eligibility requirements for this new additional senior exemption are the same as the current senior exemption. However, the qualifying senior must also have maintained their home as their permanent residence for at least 25 years and a market value less than $250,000.

The new exemption can only be applied to a County or Municipality taxing authority once an ordinance is adopted by a super majority of the members the governing body. Therefore, I would like to inform you that this new senior benefit afforded by Amendment 11 is available for your jurisdiction to adopt.

The Miami-Dade Board of County Commissioners is in the process of adopting such an ordinance that will apply to the upcoming 2013 tax roll. Section 196.075, Florida Statutes, requires a county or municipal governing authority deliver their adopted ordinance to the Property Appraiser no later than December 1, 2012, for the exemption to be applicable for the 2013 tax roll. However, we will accept your ordinance approving this new exemption, if adopted and submitted to our office no later than March 1, 2013.

Enclosed is Property Tax Oversight Bulletin 12-13 containing additional details about these changes and an estimated fiscal impact for your review. If you have any questions concerning this matter, you may call me at 305-375-4004.

Again, if you wish to extend this new benefit to your constituents on the 2013 tax roll, an adopted ordinance **MUST** be delivered to the Office of the Property Appraiser no later than March 1, 2013.

Sincerely,

Lazaro Solis
Deputy Property Appraiser

References:
House Joint Resolution 169 – amendment language adopted by the 2012 Florida Legislature.
Chapter 2012-57, Laws of Florida (HB 357) – Implementing language passed by the 2012 Florida Legislature.
Section 196.075, Florida Statutes, Additional Homestead Exemption for Persons 65 and Older.

111 NW 1ST STREET, SUITE 710 • MIAMI, FLORIDA • 33128
PHONE: 305-375-4004 • FAX: 305-375-3024
WEB SITE: WWW.MIAMIDADE.GOV/PA

Property Tax Oversight	Bulletin: PTO 12-13

To: Property Appraisers; Tax Collectors
From: James McAdams
Date: November 7, 2012
Bulletin: PTO 12-13

FLORIDA DEPARTMENT OF REVENUE
PROPERTY TAX INFORMATIONAL BULLETIN

CONSTITUTIONAL AMENDMENT 11
2012 General Election

Additional Homestead Exemption for Persons 65 and Older; Low-Income Seniors Who Maintain Long-Term Residency on Property; Equal To Assessed Value

Amendment 11 was approved by voters in the November 6, 2012 general election. This amendment changes Section 6(d) of Article VII of the State Constitution. It revises the existing additional homestead exemption for seniors, and authorizes a new additional homestead exemption for them.

Changes To the Existing Additional Homestead Exemption for Qualifying Seniors

- The amount of the exemption that can be granted to a qualifying senior in the ordinance adopted by a county or municipality, as changed by Chapter 2012-57, L.O.F., is now a flat $50,000, instead of an amount up to $50,000;
- A county and/or municipality can adopt an ordinance granting either or both of these additional exemptions authorized by the constitution for qualifying seniors.

Provisions Regarding the New Additional Homestead Exemption for Qualifying Seniors

- The amount of this exemption is equal to the assessed value of the homestead, up to a just value of less than $250,000; and,
- The owner must have made the property his or her permanent residence for at least 25 years; and,
- This exemption can only be granted by a super majority of the members of the county or municipal governing body (majority plus one).

Provisions That Apply to Both Additional Exemptions for Qualifying Seniors

- Existing provisions about how the income limitation is calculated and applied;
- Existing requirements for how a county or municipality can adopt an ordinance granting either or both of these exemptions; and,
- That the 2012 changes to the constitutional and general law provisions regarding both these additional exemptions will first apply to the 2013 tax roll, and to all subsequent tax rolls.

The changes to this amendment are implemented by Chapter 2012-57, Laws of Florida (L.O.F.).

The full text of HJR 169 can be accessed at: http://laws.flrules.org/2012/r169.
The full text of Chapter 2012-57, L.O.F., can be accessed at: http://laws.flrules.org/2012/57.

This bulletin is provided by the Department of Revenue for your general information. If you want to discuss this issue, you may send your questions to DORPTO@dor.state.fl.us.

MIAMI-DADE COUNTY
OFFICE OF THE PROPERTY APPRAISER
Impact of Full Exemption to Senior Properties - Amendment 11
November 13, 2012

Taxing Authority	Current Qualified Senior	Current Seniors Affected	Current Exemption Amount	Impact Based on 2012 Preliminary Assessment Roll: Loss in Taxable Value	Operating Millage	Revenue Loss	Debt Millage	Revenue Loss	Total Revenue Loss
0100 Miami	3,946	2,090	$50,000	$63,925,521	7.5710	$483,980	0.9000	$57,533	$541,513
0101 DDA	2	0	$50,000	$0	0.4780	$0	0.0000	$0	$0
0200 Miami Beach	305	89	$50,000	$2,637,449	6.0909	$16,064	0.2568	$677	$16,742
0201 Normandy Shores	2	2	$50,000	$81,782	1.1444	$94	0.0000	$0	$94
0300 Coral Gables	49	42	$25,000	$2,579,434	5.6690	$14,623	0.0000	$0	$14,623
0400 Hialeah	3,678	2,101	$50,000	$54,628,936	6.3018	$344,261	0.0000	$0	$344,261
0500 Miami Springs	111	106	$25,000	$7,177,097	6.9950	$50,204	0.0000	$0	$50,204
0600 North Miami	205	32	$50,000	$567,851	8.1000	$4,600	0.0000	$0	$4,600
0700 North Miami Beach	186	102	$25,000	$2,122,127	6.6036	$14,014	1.0409	$2,209	$16,223
0800 Opa-locka	82	1	$50,000	$628	9.1000	$6	0.0000	$0	$6
0900 South Miami	59	33	$50,000	$1,039,348	4.3639	$4,536	0.0000	$0	$4,536
1000 Homestead	55	7	$50,000	$118,592	6.2435	$740	0.0000	$0	$740
1100 Miami Shores	28	28	$0	$1,366,588	8.0000	$10,933	0.7500	$1,025	$11,958
1200 Bal Harbour	6	4	$50,000	$197,121	2.2678	$447	0.0000	$0	$447
1300 Bay Harbor Islands	16	9	$25,000	$252,493	5.2971	$1,337	0.0000	$0	$1,337
1400 Surfside	2	2	$50,000	$54,398	5.3000	$288	0.0000	$0	$288
1500 West Miami	169	168	$25,000	$7,500,996	6.8858	$51,650	0.0000	$0	$51,650
1600 Florida City	40	37	$0	$697,880	7.7500	$5,409	0.0000	$0	$5,409
1700 Biscayne Park	10	10	$25,000	$371,491	9.5000	$3,529	0.0000	$0	$3,529
1800 El Portal	17	7	$50,000	$157,577	8.3000	$1,308	0.0000	$0	$1,308
1900 Golden Beach	0	0	$25,000	$0	6.9950	$0	1.5050	$0	$0
2000 Pinecrest	2	0	$50,000	$0	2.2000	$0	0.0000	$0	$0
2100 Indian Creek	0	0	$0	$0	7.9518	$0	0.0000	$0	$0
2200 Medley	7	7	$0	$129,873	5.5850	$725	0.0000	$0	$725
2300 North Bay Village	22	9	$50,000	$310,089	4.7772	$1,481	1.2355	$383	$1,864
2400 Key Biscayne	9	9	$50,000	$416,838	3.2000	$1,334	0.0000	$0	$1,334
2500 Sweetwater	167	109	$50,000	$3,987,443	2.9200	$11,643	0.0000	$0	$11,643
2600 Virginia Gardens	34	34	$0	$2,106,321	5.4233	$11,423	0.0000	$0	$11,423
2700 Hialeah Gardens	33	3	$25,000	$143,170	5.3812	$770	0.0000	$0	$770
2800 Aventura	122	73	$25,000	$2,188,511	1.7261	$3,778	0.0000	$0	$3,778
3100 Sunny Isles Beach	97	50	$50,000	$1,395,837	2.8000	$3,908	0.0000	$0	$3,908
3200 Miami Lakes	49	40	$50,000	$1,831,261	2.3518	$4,307	0.0000	$0	$4,307
3300 Palmetto Bay	37	26	$50,000	$1,145,635	2.4470	$2,803	0.0000	$0	$2,803
3400 Miami Gardens	1,059	449	$25,000	$7,101,073	6.3620	$45,177	0.0000	$0	$45,177
3500 Doral	11	7	$50,000	$147,350	2.2215	$327	0.0000	$0	$327
3600 Cutler Bay	157	83	$50,000	$1,620,006	2.5702	$4,164	0.0000	$0	$4,164

County Authorities	Current Qualified Senior	Current Seniors Affected	Current Exemption Amount	Impact Based on 2012 Preliminary Assessment Roll: Loss in Taxable Value	Operating Millage	Revenue Loss	Debt Millage	Revenue Loss	Total Revenue Loss
Countywide	18,211	8,979	$50,000	$272,864,995	4.7035	$1,283,421	0.2850	$77,767	$1,361,187
3000 Unincorporated	7,444	3,776	$50,000	$124,991,423	1.9283	$241,021	0.0000	$0	$241,021
Fire & Rescue	10,224	4,654	$50,000	$149,636,848	2.4496	$366,550	0.0131	$1,960	$368,511
Library	14,090	6,789	$50,000	$216,252,008	0.1725	$37,303	0.0000	$0	$37,303
				Total County Impact		**$1,928,295**		**$79,727**	**$2,008,022**

Note:

The following criteria were used: (1) the folio had a senior exemption in 2012, (2) the last qualified sale took place prior to 1987 and (3) the just value of the property is under $250,000.

The count under "Qualified Seniors" represents all folios based on criteria. The count under "Seniors Affected" represents those folios that will actually show a reduction in taxable value. The difference are folios that already have a zero taxable value before applying the additional exemption.

These estimates are considered a worst-case scenario based on the 2012 Preliminary Roll values and 2012 adopted millage rates.

Sandra Novoa

From: Marta Olchyk
Sent: Tuesday, January 08, 2013 12:20 PM
To: Roger Carlton; Sandra Novoa; Lynn Dannheisser; Daniel Dietch; Michelle Kligman; Michael Karukin; Joe Graubart
Subject: RE: Additional Shelter

I WOULD LIKE TO INCLUDE AN ITEM DEALING SPECIFICALLY WITH THE ISSUE OF THE Bus Shelters in the Agenda.
It should read as follows:
Motion to take an immediate action to make sure that the three bus shelters are in place no later than March 15, 2013.
Although I realize that it will be included in the points of light I want to discuss this issue thoroughly.

Another motion is to accept the scholarship application for Surfside students with the recommendations provided by Commissioner Marta Olchyk to Duncan Tavares as of January 7, 2013.

Thanks
Marta

Town of Surfside
Commission Communication

Agenda Item # 9K

Agenda Date: January 15, 2013

Subject: Scholarship Program – Commissioner Olchyk

Town Administration is seeking Town Commission input on the formation of a committee to manage the process for Fiscal Year 12/13 with a goal of awarding the honors at the June 2013 Town Commission meeting. The Fiscal Year 12/13 approved budget allocation for this initiative is $1500.

The guidelines and application requirements for potential applicants were presented to the Town Commission during the September 19, 2012 meeting. Commissioner Olchyk volunteered to be the Commission Liaison and her suggestions are included in the attached copies of the guidelines and application (Attachment A). The Mayor recommended resident Alan Rubin to the committee and resident Louis Cohen has also expressed interest in being a part of this initiative.

As Commissioner Olchyk is also the liaison to the Parks and Recreation (P&R) Committee, and given the interaction of the P&R Department with the Town's students, the natural fit is for this program to be undertaken by this Department/Committee and for the process to be handled at regularly scheduled P&R Committee meetings. The Mayor's request to include a process for the issuing of Certificates to Surfside's exemplary elementary students will also be addressed by the P&R Committee subsequent to Town Commission direction on this item.

TEDACS Director
Duncan Tavares

Town Manager
Roger M. Carlton

ATTACHMENT A

TOWN OF SURFSIDE
HIGHER EDUCATION SCHOLARSHIP

1. DEADLINE for scholarship applications is Friday, April 26, 2013, 5:00 p.m. (no exceptions).
2. Refer to criteria below for eligibility requirements.
3. Refer to application process below for a list of the supporting documents needed (i.e. reference forms, evidence of GPA, etc.) Incomplete applications will not be considered.
4. If any question does not apply to you in this application please put N/A in the space.
5. Type or print legibly. Illegible applications will be disqualified.
6. You will be notified by e-mail regarding the status of your application.
7. If you have any questions about the application, please call the Town Clerk at 305-861-4863.

NOTE: Scholarship funds will be awarded to the successful student applications upon evidence of registration in an accredited post-secondary institution.

Purpose: To Provide scholarships to three (3) deserving Town of Surfside graduating seniors interested in or intending to pursue post-high school course of study at either college/university or other post-secondary educational institution.

Award Components: Three (3) $500 scholarships and individual certificates awarded to three (3) students selected by the Town of Surfside Scholarship Committee.

Criteria:

1. Applicant must be a Surfside resident for at least 5 years.
2. Applicant must be a graduating high school senior in the year of the award.
3. Applicant must demonstrate a positive-impact through community/civic involvement as determined through letters of recommendation.
4. Applicant must have a minimum graduating gpa of 3.0.
5. Applicant must have a financial need for the scholarship.

Application Process:

Applicant must submit the following items:

1. Completed application form (if handwritten, please print legibly)
2. Letter of application addressed to the Scholarship Committee. The letter should contain a brief explanation of career goals and biographical (background) information.
3. Two (2) letters of recommendations from choice of high school teachers, administrators, counselors, employers, or non-related individual with significant knowledge of applicant's experience and involvement.
4. An official and recent high school transcript with cumulative grade point average and a class standing/rank.

5. Personal Essay. In your essay, please answer the following question on the enclosed essay form:

How has your involvement within the Surfside community, or the community at large, had a positive impact?

Deadline for the application is Friday, April 26, 2013. Applications postmarked after this date will not be considered.

Please mail OR submit application in person to:

Town of Surfside Scholarship Committee
Town Hall
9293 Harding Ave.
Surfside, FL 33154

Higher Education Scholarship
Application 2013

Please type or print your answers. If application is illegible it will be returned to you.

1.	Last Name:	First Name:
2.	Mailing Address: Street: _____ City: _____ State: _____ ZIP: _____	
3.	Daytime Telephone Number: ( )	
4.	Date of Birth: Month: Day: Year :	
5.	Current High School:	Number of years attended:
6.	I will be attending the following school in the Fall of 2013: _____ Proof of acceptance or current student enrollment from the above school is required prior to receipt of funds.	
7.	Grade Point Average (GPA): _____ (On a 4.0 scale) Attach proof of GPA. Your most recent official school transcript required.	
8.	ACT Score:_____ Or A copy of your ACT or SAT score sheet on official high school transcript is required. SAT Score: _____	
9.	Name & address of parent(s) or legal guardian(s): Name (s) _____ Street: _____ City:_____ State: _____ ZIP:_____ Home phone of parents or legal guardians:	
10.	Name and city of other high schools attended:	Number of years attended:
11.	What specialty/major do you plan to pursue as you continue your education?	
12.	List expenses you expect to incur per semester or quarter: (Approximate figures acceptable)	

A.	Tuition:	Amount: $
B.	Books:	Amount: $
C.	Room & Board:	Amount: $
D.	Other expenses:	Amount: $

Comments:

13.	List other financial assistance you will receive (add an 'R') or applied for (add an 'A') per semester or quarter:		
	A.	Personal:	Amount: $
	B.	Other Scholarship(s):	Amount: $
	C.	Grants:	Amount: $
	D.	Student Loan(s):	Amount: $
	E.	Other Financial Resources:	Amount: $
Comments:			

Higher Education Scholarship
Application 2013

Academic Questions:

14. List, and indicate year, your academic honors, awards and membership activities while in high school:

15. List, and indicate year with length of service, your community service activities, hobbies, outside interests, and extracurricular activities:

16. What are your short term after high school graduation career goals? (Example: One to five years after graduatio

17. What are your long term after college graduation career goals? (Example: Ten years from now):

18. What unique circumstances make you an ideal scholarship candidate compared to other applicants?

Citizenship Questions:

19. People help others in many ways: whether through daily interactions or through formal or charitable organizations. Provide examples with dates of how and why you have helped others.

20. How do you visualize the ways in which other groups and organizations could utilize your experiences in serving the community?

21. What area of community service/charitable work do you think is the most critical and why?

22.	A. The following items must be attached to this application in order for the application to qualify to be reviewed by the scholarship committee. B. Your application will be returned to you if these items are not attached to this application. (No exceptions.) C. Circle "YES" or "NO" to be sure you have attached each item as required.		
	YES	NO	Three (3) reference forms. Return these completed forms in a sealed envelope from your teachers or professors.
	YES	NO	Proof of college acceptance or current student enrollment. A letter of college acceptance or program acceptance is required for receipt of funds.
	YES	NO	Most recent official high school. Photocopies of your transcript are not acceptable.
	YES	NO	Personal Essay. How have you made a positive difference in your community, school, family, etc.?

23. Personal Essay

Please answer the following question:

How have you worked in your life to make a positive difference in a South Florida community?

Submit your response on the last sheet provided with this application.

Statement of Accuracy

I hereby affirm that all the above stated information provided by me is true and correct to the best of my knowledge. I also consent that my picture may be taken and used for any purpose deemed necessary to promote the Foundation's scholarship program.

I hereby understand that if chosen as a scholarship winner, according to Town of Surfside Scholarship policy, I must provide evidence of enrollment/registration at the post-secondary institution of my choice before scholarship funds can be awarded.

Signature of scholarship applicant: _____

Date:_____

The deadline for this application to be received by the Town of Surfside Scholarship Committee is Friday, April 26, 2013, 5:00 p.m.

Town of Surfside
Higher Education Scholarship
Application 2013

Personal Essay

How has your involvement within the Surfside community, or the community at large, had a positive impact? (Limit: 500 words)

Town of Surfside
Commission Communication

Agenda Item #: 9L

Agenda Date: January 15, 2013

Subject: Additive Alternates to Utility Project – Decorative Street Signs

Objective: To obtain direction from the Town Commission regarding the utilization for the additive alternate funding for installation of decorative street signs predominately in the single family neighborhood.

Background: The Town Commission approved a Utility Project total budget of $23.635M during the August 14, 2012 Town Commission meeting. It was stated that a portion of the project was allocated for "Additive Alternate" items which included landscaping, signage and street end improvements. It was also stated that prior to proceeding with the utilization of these funds, Town Commission approval would be sought.

Analysis: Of all the suggested options for the Additive Alternate funding, it is Staff's recommendation that the procurement and installation of the decorative street signs will provide the greatest cost benefit. The signs which would be replaced would be the Town's traffic signage (i.e. stop signs, yield signs, one way, etc) and the street identifier signs. The estimated cost to replace all of the existing 385 street signs is approximately $325,000 including material and labor to install.

Budget Impact: The funding for the Decorative Street Sign Program would be included in the previously allocated budget for the Utility Project.

Staff Impact: This program would have no additional Staff requirements.

Recommendation: Staff recommends the Town Commission provide direction regarding their preference for the decorative street sign design. Staff will then seek required approval of the sign design from Miami Dade County, finalize cost using an existing contract with another municipality and bring back the final recommendation in February, 2013.

Department Head

Town Manager

TOWN OF SURFSIDE

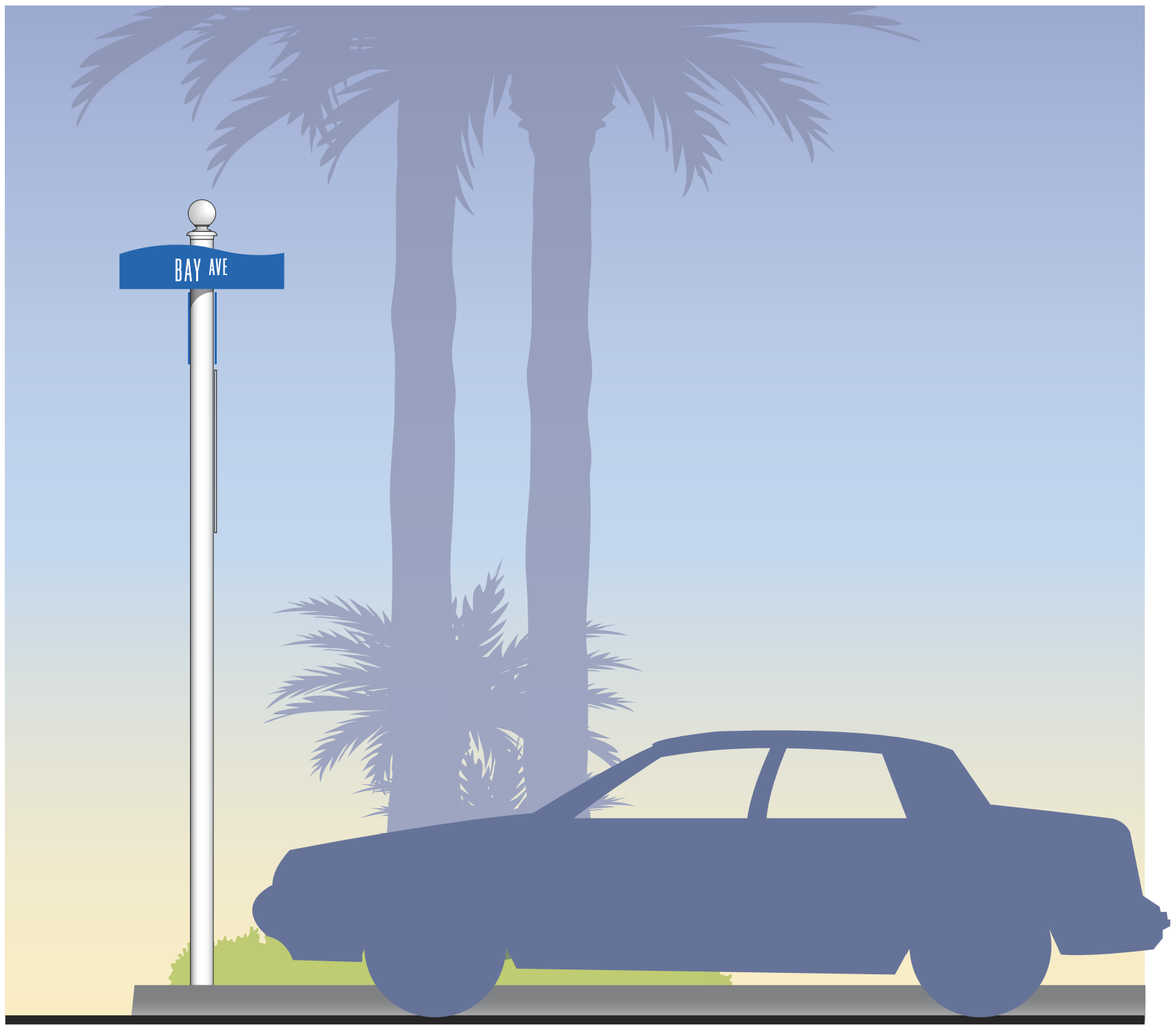
Wayfinding Signage Concepts:
Street Identity

yazi
230 viscaya avenue
coral gables, florida 33134
(305) 648-1267

date:
November 30, 2012

revised:

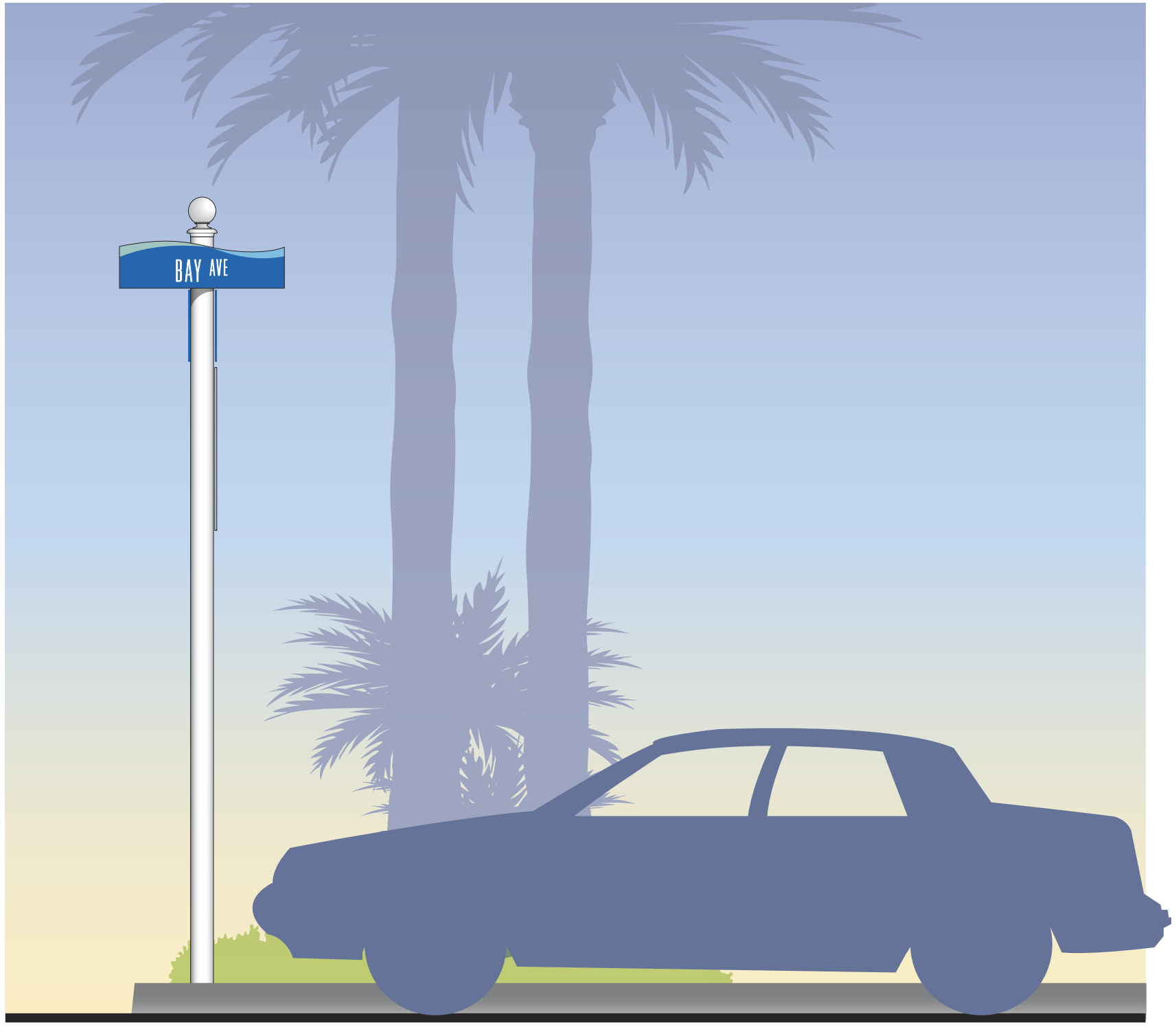
www.yazi.com



1 **Street Identity - Concept**
Scale: 1/2" = 1'-0"

y a z i
230 viscaya avenue coral gables, florida 33134
phone & fax (305) 648-1267 www.yazi.com

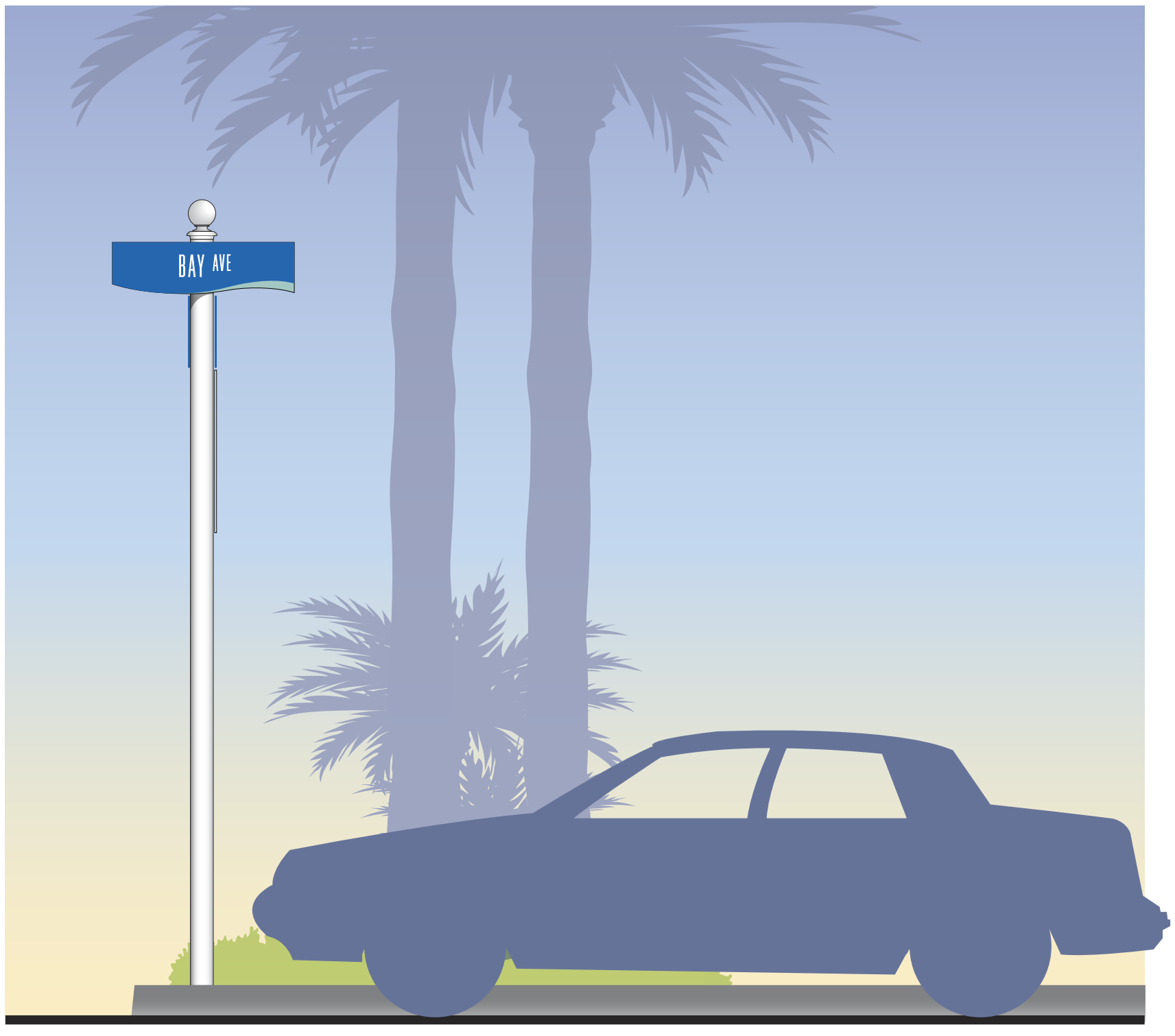
project: **Town of Surfside**	*sign type:* **Sign Type 6**	*date:* **11/30/12**	*sheet:*	
drawing: **Street Identity Sign**	*drawn by:* **Chris Rogers**	*revised:*	**6.1**	



1 **Street Identity - Concept**
Scale: 1/2" = 1'-0"

y a z i
230 viscaya avenue coral gables, florida 33134
phone & fax (305) 648-1267 www.yazi.com

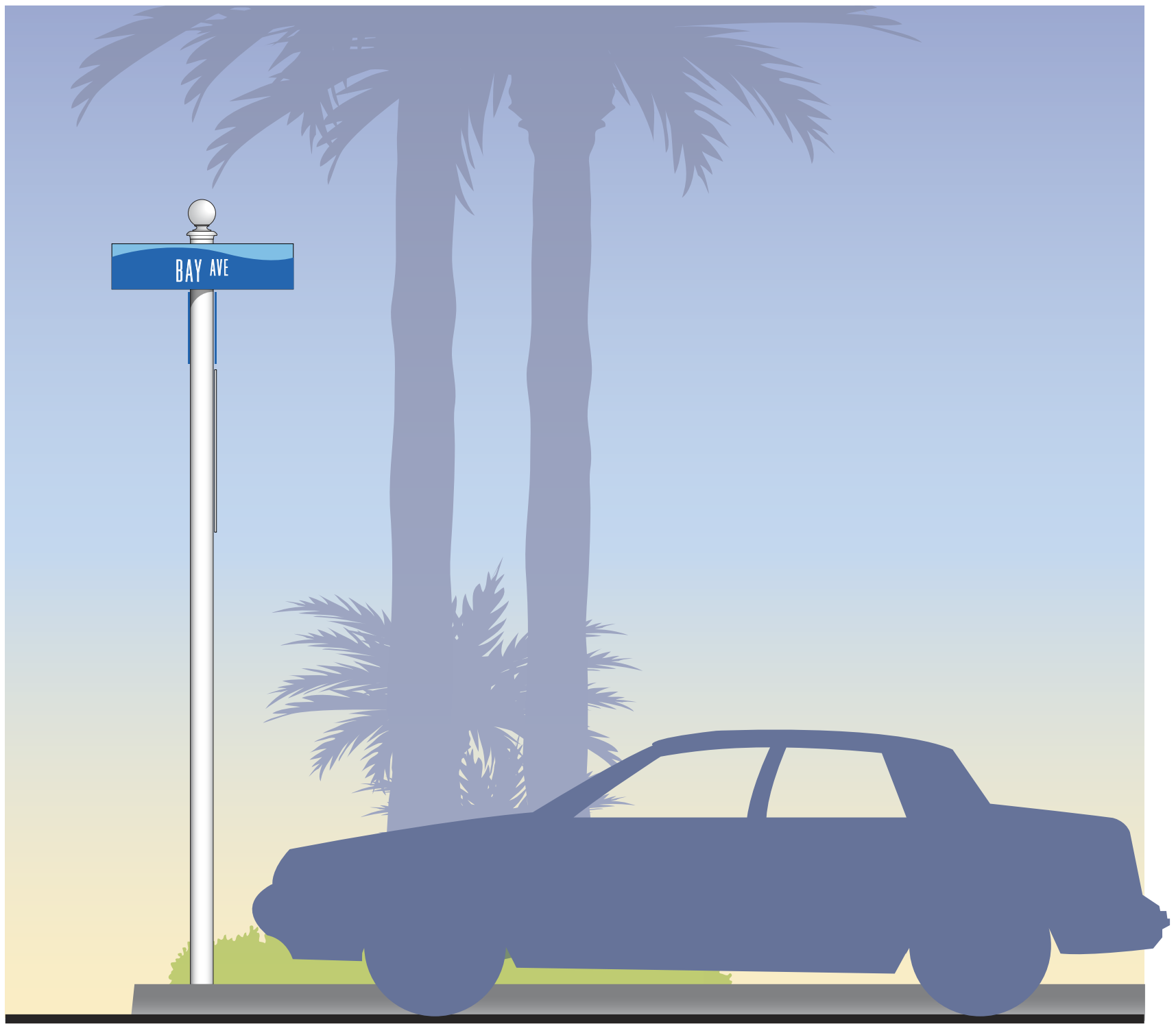
project: **Town of Surfside**	*sign type:* **Sign Type 6**	*date:* **11/30/12**	*sheet:*	
drawing: **Street Identity Sign**	*drawn by:* **Chris Rogers**	*revised:*	**6.2**	



1 **Street Identity - Concept**
Scale: 1/2" = 1'-0"

y a z i
230 viscaya avenue coral gables, florida 33134
phone & fax (305) 648-1267 www.yazi.com

project: **Town of Surfside**	*sign type:* **Sign Type 6**	*date:* **11/30/12**	*sheet:*	
drawing: **Street Identity Sign**	*drawn by:* **Chris Rogers**	*revised:*	**6.3**	



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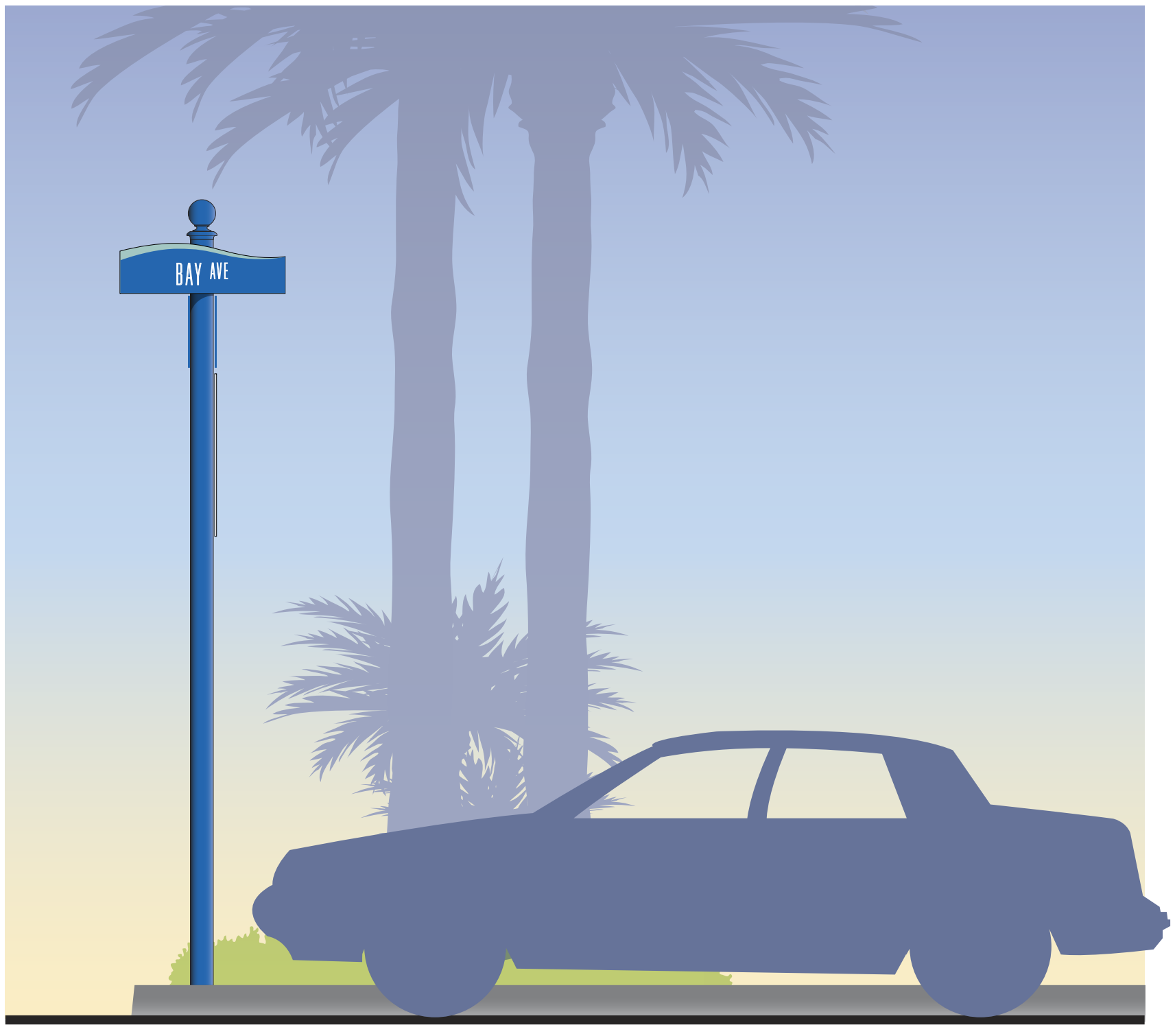
project: **Town of Surfside**	*sign type:* **Sign Type 6**	*date:* **11/30/12**	*sheet:*	
drawing: **Street Identity Sign**	*drawn by:* **Chris Rogers**	*revised:*	**6.4**	



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project: **Town of Surfside**	*sign type:* **Sign Type 6**	*date:* **11/30/12**	*sheet:*	
drawing: **Street Identity Sign**	*drawn by:* **Chris Rogers**	*revised:*	**6.5**	

Sandra Novoa

From: Marta Olchyk
Sent: Tuesday, January 08, 2013 12:20 PM
To: Roger Carlton; Sandra Novoa; Lynn Dannheisser; Daniel Dietch; Michelle Kligman; Michael Karukin; Joe Graubart
Subject: RE: Additional Shelter

I WOULD LIKE TO INCLUDE AN ITEM DEALING SPECIFICALLY WITH THE ISSUE OF THE Bus Shelters in the Agenda.
It should read as follows:
Motion to take an immediate action to make sure that the three bus shelters are in place no later than March 15, 2013.
Although I realize that it will be included in the points of light I want to discuss this issue thoroughly.

Another motion is to accept the scholarship application for Surfside students with the recommendations provided by Commissioner Marta Olchyk to Duncan Tavares as of January 7, 2013.

Thanks
Marta

From: Roger Carlton
Sent: Friday, January 04, 2013 3:37 PM
To: Daniel Dietch; Joe Graubart; Marta Olchyk; Michael Karukin; Michelle Kligman
Cc: Bill Evans; Ysela Llort (yllort@miamidade.gov); sumoski@miamidade.gov
Subject: FW: Additional Shelter

Commissioner Olchyk has asked for a status report on the bus shelters. Bottom line from the e-mail below sent by Gustavo Eckardt, who is a consultant to MDTA, is that the three shelters have been ordered and will be delivered in twelve weeks or less (two weeks have already past) meaning that the shelters should be installed by March 15, 2013. The attachment to this e-mail shows the third shelter to be installed at 93rd Street and Harding Avenue. That shelter will be installed at 90th Street and Harding Avenue which is the County preferred site and a better location. The third shelter will cost us approximately $7500 due to a remainder in our grant which was not needed to buy the two shelters. Bill Evans has issued the permit and there is nothing left for us to do. By copy of this e-mail, I wish to thank Ysela LLort, MDTA Director, for her focus on this issue over the past few weeks. This item will also be placed in the Points of Light for January 15, 2013 Town Commission to determine if any Member wishes to direct staff to order the remaining two shelters which may be available at full cost.

From: Bill Evans
Sent: Friday, January 04, 2013 1:33 PM
To: Roger Carlton
Cc: Dawn Hunziker
Subject: FW: Additional Shelter

fyi

Bill Evans
Public Works Director
Tel: (305) 861-4863 Ext. 235
Fax:(305) 861-1302

From: Gustavo Eckardt, P.E [mailto:geckardt@pds-eng.com]
Sent: Wednesday, January 02, 2013 11:52 AM
To: Bill Evans
Subject: Additional Shelter

Bill,

We have ordered a third shelter for the Town of Surfside. We received an emil from Jim Summoski at MDT saying that MDT will issue a change order to our contract, so i guess the town will have to pay MDT for the shelter later. So for now, i guess we do not need a signed agreement with the City.

We have ordered the shelter in good faith, we know that we can arrange payment details later, although it seems it will come to us from MDT.

I need to prepare a permit application for the additional location, and wanted to know if you have a preference for a specific location. We have two optional designs:

- Site 3 at Harding Avenue and NE 93rd Street.
- Site 4 at Harding Avenue and NE 90th Street.

We believe site 4 is a better alternative, judging solely from the site design, since it has a wider right-of-way, and the shelter will be less of an obstruction to the sidewalk and public right of way. We have no information on ridership or any external reason for having the bus shelter at any particular location. So if you have a preference, please let us know.

Attached are the plans for your reference.