



**Town of Surfside
Town Commission Meeting
August 9, 2011
7 p.m.**

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

1. Opening

- A. Call to Order**
- B. Roll Call of Members**
- C. Pledge of Allegiance**
- D. Mayor and Commission Remarks – Mayor Daniel Dietch**
- E. Agenda and Order of Business Additions, deletions and linkages**
- F. Community Notes – Mayor Daniel Dietch**
- G. Certificate of Appreciation, Intern Michelle Garcia**
- H. Marilyn Stevens, Partnership and Data Services Specialist, U. S. Census Bureau,
Duncan Tavares Tourism, Economic Development & Community Services Director
(Set for 7:20 p.m.)**

2. Quasi-Judicial Hearings (None)

3. Consent Agenda (Set for approximately 7:35 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 - Town Commission Meeting – June 14, 2011 Page 1-22
Town Commission Budget Workshop – June 23, 2011 Page 23-33
Town Commission Meeting – July 12, 2011 Page 34-51**
- B. Budget to Actual Summary as of May 31, 2011 – Martin Sherwood, Finance Director Page 52-53**
- *C. Town Manager’s Report (Points of Light) – Roger M. Carlton, Town Manager Page 54-66**
- *D. Town Attorney’s Report – Lynn M. Dannheisser, Town Attorney Page 67-77**

- E. **Projects Progress Report** – Calvin, Giordano and Associates, Inc. **Page 78-81**
- *F. **FDOT License Agreement** – Bill Evans, Director of Public Works **Page 82-85**

4. **Ordinances**

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

A. **Second Readings (Ordinances and Public Hearing)**

NONE

B. **First Readings Ordinances**

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

- *1. **Litter Ordinance** – Roger M. Carlton, Town Manager (linked with Item 9H)
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 34 “ENVIRONMENT” BY ADDING ARTICLE V “LITTER” AND SPECIFICALLY CREATING SECTIONS 35-78 “DEFINITIONS”, SECTION 35-79 “UNFINISHED, VACANT, UNOCCUPIED OR CLOSED STRUCTURES, CONSTRUCTION SITES OR VACANT LOTS; MAINTENANCE PROCEDURES REQUIRED OF OWNERS”; AND SECTION 35-80 “PROHIBITIONS ON OWNERS”; AND SECTION 35-80 “PROHIBITIONS ON LITTER; CIVIL FINES FOR VIOLATIONS; ENFORCEMENT; APPEALS; LIENS” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES; DELETING CHAPTER 2. “ADMINISTRATION” ARTICLE I. SECTION 54-2 ENTITLED “DISTRIBUTION OF HANDBILLS”; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE. Page 86-93

5. **Resolutions and Proclamations**

(Set for approximately 8:20 p.m.) (Note: Depends upon length of Good and Welfare)

- *A. **Ric Man Agreement Addendum Number One** – Bill Evans, Director of Public Works **Page 94-96**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AFTER-THE-FACT ADDENDUM NUMBER ONE TO THE STANDARD FORM AGREEMENT BETWEEN THE TOWN OF SURFSIDE AND RIC-MAN INTERNATIONAL, INC. FOR THE INFRASTRUCTURE REHABILITATION PROJECT; PROVIDING FOR AN EFFECTIVE DATE.

- *B. **Interlocal Agreement with Sunny Isles Beach for Street Sweeper** – Bill Evans, Director of Public Works **Page 97-100**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA (“TOWN”) AUTHORIZING THE TOWN TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF SUNNY ISLES

BEACH, FLORIDA TO SWEEP THE TOWN'S STREETS; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO DO ALL THINGS NECESSARY TO IMPLEMENT THE TERMS OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

- *C. Interlocal Agreement with Sunny Isle Beach for Expanded Shuttle Bus Service – Bill Evans, Director of Public Works Page 101-103**

A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA (“TOWN”), AUTHORIZING AND DIRECTING THE TOWN MANAGER AND TOWN CLERK TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF SUNNY ISLES BEACH, FLORIDA (“SUNNY ISLES BEACH”) TO PROVIDE SHUTTLE BUS TRANSPORTATION SERVICES TO THE RESIDENTS OF THE TOWN AND FOR THE TOWN TO PROVIDE SHUTTLE BUS SERVICE TO THE RESIDENTS OF SUNNY ISLES BEACH WITH THE PICKUPS AND DROPOFFS ON A DESIGNATED LOCATION ON 96TH STREET; PROVIDING FOR AN EFFECTIVE DATE.

- *D. Memorandum of Understanding with Bal Harbour for the Construction of the Sewer Force Main Pipe – Roger M. Carlton, Town Manager Page 104-106**

[To be delivered under separate cover]

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA (“TOWN”), ADOPTING A MEMORANDUM OF UNDERSTANDING (“MOU”) BETWEEN THE TOWN AND BAL HARBOUR VILLAGE, FLORIDA (“BAL HARBOUR”); AUTHORIZING THE TOWN MANAGER TO TAKE ANY AND ALL STEPS NECESSARY TO EXECUTE THE NECESSARY DOCUMENTS TO CARRY OUT THE INTENT AND PURPOSE OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

- *E. Agreement with (not for profit corporation) to use Town-owned Land for a Community Garden – Roger M. Carlton, Town Manager Page 107**

[To be delivered under separate cover]

- F. Mutual Aid Agreement with Medley Police Department – Police Chief David Allen**

A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING AND DIRECTING THE TOWN MANAGER AND TOWN CLERK TO EXECUTE A MUTUAL AID AGREEMENT FOR VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE WITH THE TOWN OF MEDLEY, FLORIDA POLICE DEPARTMENT. Page 108-117

- 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 (Set for approximately 9:15 p.m.)

- A. Surfside Spice Culinary Event June 26, 2011 Video-** Roger M. Carlton, Town Manager (verbal)
- *B. Community Center Guest Policy –** Tim Milian, Parks and Recreation Director
Page 118-120
- *C. Solid Waste Charges on Property Tax Bill Fiscal Year 2012-2013 –** Roger M. Carlton, Town Manager **Page 121-127**
- *D. Summer Studies Report –** Roger M. Carlton, Town Manager (verbal)
- *E. Water, Sewer, Stormwater/Collins Force Main Report on Community Meeting And Discussions with Miami Beach -** Roger M. Carlton, Town Manager (verbal)
- *F. 9501 Collins Avenue, LLC Right of First Refusal (Discussion Item) –** Roger M. Carlton, Town Manager and Lynn Dannheisser, Town Attorney **Page 128-157**
- *G. Deco Bike Rental Station –** Duncan Tavares, Tourism, Economic Development and Community Services Director **Page 158-184**
- *H. Feral Cats –** Roger M. Carlton, Town Manager (linked to Item 4B1)
Page 185-186

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.



**Town of Surfside
Town Commission Meeting
MINUTES
June 14, 2011
7 p.m.**

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

1. Opening

A. Call to Order: Mayor Daniel Dietch called the meeting to order at 7:01 pm.

B. Roll Call of Members: Town Clerk Debra Eastman called the roll and the following members of the Commission were present upon roll call: Commissioner Michael Karukin, Commissioner Edward Kopelman, Commissioner Marta Olchyk, Vice Mayor Joe Graubart and Mayor Daniel Dietch.

C. Pledge of Allegiance: Police Chief Dave Allen led the Pledge of Allegiance.

D. Mayor and Commission Remarks – Mayor Daniel Dietch

Mayor Dietch commented that the focus of the Commission has been to bring the community together and opined that they are doing the best they can to achieve that goal. He further noted that he was troubled by Vice Mayor Graubart's letter to the editor. He noted that he had informed the Commission that he would not be in attendance at the last Commission meeting due to being called away on business. The Mayor reiterated that there were no political reasons behind him being absent at the last meeting. Vice Mayor Joe Graubart stated that he did know in advance that the Mayor would not be present at the last meeting, but added that he disagreed with the Mayor's comments and noted that there was nothing in the letter that indicated what the Mayor referred to. Vice Mayor Graubart stated that he is consistently outvoted. He added that he respects all the votes from his colleagues, but he is bound by his responsibility to the residents. He noted that not all the policies and decisions are unanimous and he represents the residents who feel they are being mis-served and abused by five years of poor judgment coming out of Town Hall. Vice Mayor Graubart further opined that there is a push to make Surfside like other communities that are overdeveloped and financially unstable. He noted that Surfside should not go on that path. Vice Mayor Graubart also noted that the editor, and not he, titled the letter.

Commissioner Marta Olchyk noted that a couple of weeks prior to the meeting the Commission became aware that neither the Mayor nor Commissioner Karukin would be present. She added that she suggested that the meeting be postponed, but was overruled.

Commissioner Michael Karukin commented that there was some innuendo in the public media as to why he was not present at the meeting. He noted that he sent an e-mail to the Town on March 9th advising that he had a business commitment well before the agenda was created and added that he also mentioned the same at the April 12th meeting and at the Executive Session.

Commissioner Edward Kopelman noted that the Commissioners were informed during the Executive Session that neither the Mayor nor Commissioner Karukin would be in attendance at the meeting.

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

Town Attorney Lynn Dannheisser announced that an Attorney/Client Session will be held on the litigation with John Davis in the matter of Florida State Fraternal Order of Police versus Town of Surfside where she seeks to discuss litigation strategy with the Commission. She noted that the meeting is called for Tuesday, June 28th at 6:00 PM in the Manny Crawford Conference Room.

Vice Mayor Graubart asked to pull: Items 3H, after the fact fireworks and 3G Concession stands.

Commissioner Olchyk requested to pull: Page 43, feral cats and dog feces concerns, page 44, electrical poles, Pg 56, Parking garage study and pg 83, 3F Imaging and records management program.

Vice Mayor Graubart asked to link Items 5C and 4B.

Commissioner Kopelman asked to defer item 9B until September. He also asked to amplify Page 27, item #46 on the Points of Light

Town Manager Roger Carlton asked to withdraw Item 9H, Police Communication Unit amendment.

F. Community Notes – Mayor Daniel Dietch

Mayor Dietch noted the following community events:

- Summer Camp began yesterday and there are 125 campers registered.
- There is now a lifeguard at the 93rd Street lifeguard beach station, 7 days a week, from 9 am to 5 pm.
- Farmers Market will be coming to Surfside on June 19th at 95th Street and Collins
- Bike the Town with the Chief of Police on June 30th at 6:00.
- Second Town Hall meeting on June 27th, at 7:00 in the community center.

- Community Center grand opening is planned for June 19th at 1:00. Vice Mayor Graubart mentioned that he presented the Town Outstanding Student Award to Jonathan Roberts from the Ruth K. Broad K-8 Center. Vice Mayor Graubart presented the Tourist Board update.
- Complimentary Surfside Business Directory is available at Town Hall and can be downloaded from the Town's website
- Taste of the World culinary event on June 26th from 7pm to 10 on Harding Avenue.

G. Presentation of Town Commission One Dollar Per Year Salary – Roger M. Carlton, Town Manager

Town Manager Carlton presented the Commission with their salary of \$1 for their first year in office.

2. Quasi-Judicial Hearings (None)

3. Consent Agenda

**A. Minutes – April 12, 2011 Regular Commission Meeting
May 10, 2011 Regular Commission Meeting**

B. Budget to Actual Summary as of March 31, 2011 – Martin Sherwood, Finance Director

**C. Town Manager's Report (Points of Light) – Roger M. Carlton, Town Manager
Page 40-73**

Page 43 – Commissioner Olchyk asked Town Manager, Roger Carlton when a report on the feral cats and dog feces concerns will be presented to the Commission. Town Manager, Roger Carlton stated that he will bring an ordinance back to the Commission on first reading in the July agenda as was described in a previous memo a few months ago.

Page 44 – Commissioner Olchyk requested a report on the electrical poles since residents have asked her when the leaning poles will be taken care of. She noted that she is aware that the poles are allowed a curvature, but inquired who is responsible for knowing if the curvature allowed is correct or not. Town Manager, Roger Carlton stated that FPL replaces poles when they are rotten or about to collapse and added that they allow a leaning of 17 degrees or less. He noted that the Town will take an inventory of all the poles in Town and take pictures of them and provide samples of those leaning poles during their meeting with FPL. He added that he will then prepare a report for the Commission.

Page 46 – Commissioner Kopelman stated that the Community Center will be equipped with e-readers that can hold up to 3,000 books. He noted that he and his wife would like to donate two e-readers to the Town of Surfside and asked that each

Commissioner donate at least one to get started. Commissioner Kopelman also asked that each member of the business community donate one as well and noted that the Town will place their name on the e-reader to indicate the contribution. Commissioner Olchyk indicated that Commissioner Kopelman's gesture is nice, but noted that she does not have the available income and will not be contributing an e-reader.

Page 56 – Commissioner Olchyk spoke against conducting a feasibility study for a parking garage. She noted that the Town has spent a lot of money for feasibility studies in the past.

Page 83 – Commissioner Olchyk inquired about what the Town has in mind in terms of expenditures for the document imaging program. Town Manager, Roger Carlton stated that the need to keep records electronically was clear to the Commission and money was put in the budget for this purpose. He added that this item implements that budget item. He further noted that the Municipal Code Corporation will be contracted. Town Manager, Roger Carlton also stated that the Town has over 700 boxes in storage at Iron Mountain which costs money to store and also costs money to obtain any document in storage. He further mentioned that the Municipal Code Corporation will deliver the imaging equipment and the Town staff will scan the documents. He noted that keeping records electronically makes it easier for citizens to have access to public records. Commissioner Kopelman inquired about how long it will take to take care of the backlog. Commissioner Karukin responded that the focus has to be on moving forward because the requests for information in the Town are astronomical. He added that the Town Clerk will provide a report. Commissioner Olchyk questioned why 2 scanners were needed. Town Manager, Roger Carlton noted that one scanner will be used by the building department and another in the Clerk's office. He noted that both were necessary due to the volume of documents that will be scanned. Commissioner Olchyk inquired about purchasing a less expensive scanner. Debra Eastman, Town Clerk noted that the scanners were actually less expensive than anticipated and added that it was the IT items that increase the cost to over \$500 than budgeted.

Commissioner Kopelman made a motion to incorporate the discussion on the document imaging system. Commissioner Karukin seconded the motion. The motion passed 4 to 1 with Commissioner Olchyk dissenting.

Item 3G – Commissioner Graubart inquired about the confidentiality agreement on the concessionaire. Town Attorney, Lynn Dannheisser mentioned that the Town cannot violate any public records law and noted that this provision would not affect anything that was considered public record. She noted that it could apply if the concessionaire is involved in litigation that a court says has to be confidential.

Commissioner Kopelman made a motion to accept the contract as written. Commissioner Karukin seconded the motion. The motion carried unanimously.

Item 3 H – Vice Mayor Graubart inquired about the amount the Town Manager is allowed to spend before coming to the Commission for approval. Town Manager,

Roger Carlton mentioned that the limit is \$8,500, but added that he is allowed to spend more in emergency situations in order to get the matter resolved in a timely manner and obtain the approval retroactively. Town Manager, Roger Carlton also mentioned that the vendor is contributing \$15,000 for the fireworks for the opening event. Vice Mayor Graubart noted that he was hoping for the fireworks to take place on the 4th of July. Town Manager, Roger Carlton mentioned that the Surf Club will be hosting a 4th of July fireworks event at 9:00.

Commissioner Olchyk expressed concern that the \$15,000 donation will oblige the Town to make special considerations regarding the vendor's interests in Town. Town Manager, Roger Carlton noted that it will not.

Commissioner Kopelman made a motion to accept the \$15,000 with gratitude on behalf of the Town Commission and the Town of Surfside. Commissioner Karukin seconded the motion. The motion carried unanimously.

Commissioner Kopelman made a motion to accept the contract for the fireworks for the grand opening of the Community Center. Commissioner Karukin seconded the motion. The motion carried unanimously.

Item 3J – Professional Website Vendor services – Commissioner Karukin thanked the Communications Committee. He stated that he wants to make sure that the items categorized as optional items are separated as a line item as optional for RFP purposes, specifically have the ability to conduct online polls and survey, translate pages from English to Spanish, and ability to submit a request. Commissioner Karukin also noted that on page 156 there was an omission to include a link with the Tourist Board website. He also pointed to page 158 regarding streaming video archive for up to 3 years. He inquired about what happens after 3 years. Town Clerk Debra Eastman informed Commissioner Karukin that the videos on the website are duplicates of the originals and noted that the originals are stored. Commissioner Karukin spoke about the integration of the document imaging system with the website so that residents have access to the archives. Debra Eastman, Town Clerk noted that this will be further down the road, but the more immediate use of the imaging system will be for internal use.

Commissioner Karukin made a motion to approve Item 3J. Commissioner Kopelman seconded the motion. The motion carried unanimously (Vice Mayor Graubart was absent).

D. Town Attorney's Report – Lynn M. Dannheisser, Town Attorney

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

F. Document Imaging – Debra Eastman, Town Clerk and Director of Administrative Services

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF
SURFSIDE, FLORIDA, AUTHORIZING THE TOWN TO ENTER INTO AN**

AGREEMENT WITH MUNICIPAL CODE CORPORATION LLC., OF FLORIDA AND THE TOWN OF SURFSIDE PIGGYBACKING OFF THE COMPETITELY BID CONTRACT AWARDED BY THE STATE OF TEXAS; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO DO ALL THINGS NECESSARY TO IMPLEMENT THE TERMS OF THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

- G. After the Fact Agreement for Concessionaire Services – Roger M. Carlton, Town Manager.**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AN AFTER-THE-FACT EXPENDITURE FOR CONCESSIONAIRE SERVICES FOR SURFSIDE COMMUNITY CENTER AND POOL FACILITY WITH IMPORT INTERNATIONAL, LLC, A FLORIDA LIMITED LIABILITY COMPANY, D/B/A SURF CAFÉ.

- H. After the Fact Fire Works Agreement – Roger M. Carlton, Town Manager**
A RESOLUTION OF THE TOWN COMMISSISON OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AFTER-THE-FACT EXPENDITURE FOR ZAMBELLI FIREWORKS MANUFACTURING CO. FOR EXHIBITION AND DISPLAY OF FIREWORKS; PROVIDING FOR AN EFFECTIVE DATE.

- I. Town Commission Budget Workshop, June 23, 2011 – Roger M. Carlton, Town Manager**

- J. Professional Website Vendor Services – Roger M. Carlton, Town Manager and Debra Eastman, Town Clerk and Director of Administrative Services**

- K. Report of Proclamations – Janet Tearle and Trish Farver, Retiring Ruth K. Broad Bay Harbor K-8 Teachers – Mayor Daniel Dietch**

Commissioner Kopelman made a motion to approve the consent agenda as amended, including the linkages and minus the items pulled. Commissioner Karukin seconded the motion, which carried unanimously.

4. Ordinances

A. Second Readings (Ordinances and Public Hearing)

- 1. Resort Tax Ordinance – Roger M. Carlton, Town Manager and Duncan Tavares, Tourism, Economic Development and Community Services Director**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 70 AND SPECIFICALLY ARTICLE IV “RESORT TAX” DIVISION 1 “RESORT TAX” AND DIVISION 2 “RESORT TAX BOARD” SPECIFICALLY AMENDING SECTIONS 70-106 THROUGH 70-111; AND CREATING SECTIONS 70-112 THOUGH 70-127, OF THE TOWN OF SURFSIDE CODE OF

**ORDINANCES PROVIDING FOR INCLUSION IN THE CODE;
REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN
CONFLICT HEREWITH; AND PROVIDING FOR AN
EFFECTIVE DATE.**

[This ordinance updates resort tax imposition and adds an appeal process.]
Town Clerk Debra Eastman read the Ordinance by title.

**Commissioner Kopelman made a motion to accept. Commissioner Karukin
seconded the motion.**

Commissioner Kopelman spoke in favor of the ordinance and noted that it is time to start auditing and collecting resort taxes. Commissioner Karukin noted that Page 187, Section 70-113, the text is existing text. Town Attorney, Lynn Dannheisser noted that there is currently a resort tax, but noted that this text was underlined because it was moved to a different section.

Town Manager, Roger Carlton noted that the new ordinance will not be implemented until October 1st, which gives the businesses an entire summer of sessions and training to understand and learn the new requirements.

Mayor Dietch opened the Public Hearing

Barbara Cohen from the Tourist Board, volunteered to answer any questions from the Commission. She noted that it has been 50 years since the code was revised.

The motion to approve the ordinance passed unanimously on roll call.

2. **Film Photo Ordinance** – Roger M. Carlton, Town Manager
**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF
SURFSIDE, FLORIDA CREATING CHAPER 11 “ARTS, CULTURE, AND
ENTERTAINMENT” AND ARTICLE I “FILM AND PRINT
PRODUCTIONS” AND SPECIFICALLY CREATING SECTION 11-1
“FILM AND PRINT PRODUCTION PERMITS”, 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.**

[Prohibits filming in the single family district west of Harding.]

Town Clerk Debra Eastman read the ordinance by title.

**Commissioner Kopelman made a motion to accept. Commissioner Karukin
seconded the motion.**

The Mayor opened the public hearing.

Christina Labuzzetta spoke in favor of the ordinance. She mentioned that it can be an economic benefit to the Town. She also spoke in favor of limiting the time period when filming is allowed.

Maria Chavez stated that she is in the film business and has filmed in Surfside. She stated that she was representing Stars Entertainment and the Florida Film Production Coalition. She noted that she is currently filming a miniseries and is scouting in the Surfside area and spoke in favor of this ordinance. Ms. Chavez further suggested that the Commission consider a task force for structure and guidelines for the film industry.

Graham Wrenik stated that he is the Film and Event Manager for the City of Miami Beach. He recommended that the Town of Surfside not turn away filming, but rather establish guidelines. He offered to share his guidelines and volunteered to work with the Town staff.

Howard Goldman (HG Producers) spoke in favor of setting guidelines for filming. He also offered his assistance.

Mayor Dietch stated that this is the first step to bring structure. Town Manager, Roger Carlton mentioned that the ordinance sets the rules of the game and gives guidance to the administration.

Commissioner Kopelman made a motion to approve the ordinance. Commissioner Karukin seconded it. The motion passed unanimously.

B. First Readings Ordinances

1.Repeal of Moratorium – Lynn M. Dannheisser, Town Attorney

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.

[This Ordinance repeals the moratorium on downtown uses that are non-retail, non restaurant and acknowledges a package of recommendations from the Downtown Vision Advisory Committee.]

Town Clerk Debra Eastman read the Ordinance by title.

Town Manager, Roger Carlton presented the item and noted that the Commission had challenged administration to get activity going downtown. He added that there were vacancies, properties that were not in good condition and the feedback from owners and tenants was that they were being hurt by competition. Town Manager, Roger Carlton mentioned that a diverse group of residents was brought together to form a Downtown Vision Advisory Committee. He noted that the group has met 9 times diligently and one of the items that came up was a need for a moratorium on non-retail, non-restaurant usage on first floor on Harding between 94th and 96th in order to give some breathing room and time to the vision process. Town Manager, Roger Carlton mentioned that the property owners have been passive in their efforts to invest in public infrastructure downtown. He added that the property owners indicated that if the moratorium is rescinded they would abide by a list of items. Town Manager, Roger Carlton noted that each item has many steps within it and the Commission is not required to commit to any of the items tonight. He emphasized that the owners have a commitment to work with the Town and noted that if he is not happy with the way things are moving forward, he will bring it back to the Commission to reinstate the moratorium. He stated that his office is recommending the rescission based on the good faith of the owners that they will work with the Town on the package.

Commissioner Kopelman made a motion to rescind and repeal the moratorium based on the presumption that the people the Town Manager is working with keep their end of the bargain and give the Commission the option to reinstate the moratorium.

Vice Mayor Graubart noted that he has a PowerPoint presentation prepared for the evening concerning the garages in Surfside. Mayor Dietch asked Vice Mayor Graubart to please submit the presentations as part of the agenda packet in the future. Vice Mayor Graubart proceeded with the PowerPoint presentation consisting of various photographs of parking and garages. He indicated that Bal Harbor had “No beach parking” signs. Town Manager, Roger Carlton noted that the signs were probably in place due to it being Urban Beach week. Vice Mayor Graubart disagreed and showed other photos of parking in Surfside.

Michael Stevens noted that he is an attorney representing Harding Investments Inc and has been retained to speak on the repeal of the moratorium. He stated that he and his client are in favor of repealing the moratorium. He added that the moratorium is neither warranted nor welcomed by those affected by it. He noted that in the current economy, the moratorium is not in the best interest of the residents. Mr. Stevens stated that if the Town chooses to keep the moratorium in place, it will face litigation. He asked the Commission to vote to repeal the moratorium. Mayor Dietch asked for Mr. Stevens’ opinion on the package and items. Mr. Stevens noted that there is room for discussion on the items, but that the main concern is repealing the moratorium so that the owners are able to lease their

properties and make an income.

Town Attorney, Lynn Dannheisser stated that the moratorium was used as a planning tool to discuss the distancing and location, among other things, in the downtown area. She added that the Manager has backed off on an ordinance that would mandate distancing and location in consideration of the cooperation by the property owners. She noted that it is not a leverage tool, but a negotiated settlement.

Donald Kahn spoke in favor of rescinding the moratorium and noted that the majority of property owners he has spoken to have consensus to work cooperatively with the Town.

Commissioner Kopelman thanked the Manager and the Downtown Vision Advisory Committee for their work.

Commissioner Karukin thanked the Manager and the Downtown Vision Advisory Committee. He also stated that he wants to see the moratorium rescinded. He shared Vice Mayor Graubart's concerns about additional people coming to Town if parking is built, but noted that for many years parking has been an issue. He added that he wants to make sure that if the moratorium is rescinded it does not commit the Town to anything.

Town Manager, Roger Carlton stated that there was a minority of members of the Downtown Vision Advisory Committee who were upset that the restrictions on Harding Ave were not worked out. He added that some owners want to know the dates in which discussion items will be brought before the Commission and would like for a new moratorium to be put in place if the Town and owners cannot move forward with the vision.

Commissioner Karukin expressed concern about the wording of the "whereas" clauses on Page 243. He noted that he would like to see language that does not give the perception that there is a direction commitment to implement these initiatives in terms without proper vetting. He added that there are major ideas in the package and each has to be vetted very carefully. He also reiterated that he is in favor of rescinding the moratorium.

Town Manager, Roger Carlton spoke about Item 5C and noted that it is being linked conceptually to the discussion, but it is not part of the vision package. He stated that the item implements a budgeted item consisting of over \$400,000 in parking renovations to the parking lots throughout Town. He mentioned that the three areas where the money will be spent include an inventory of every parking lot and their needs, architectural study to improve the alleys, and wayfarer or locator signs indicating the locations of the stores. Town Manager, Roger Carlton noted that these are initiatives that serve as evidence that the community is coming forward with investments for downtown.

Commissioner Karukin stated that he supports a new parking feasibility study, which will be paid by the parking fund. He added that the study done in 2004 is now outdated.

Carol Stevens Benson noted that she is one of 8 property owners of Harding Investment Inc. She stated that the Town and business owners should not be adversaries, but instead should work towards a common goal to better Surfside. She asked the Commission to be realistic with their vision and what they are trying to accomplish.

Vice Mayor Graubart noted that he will be voting against the parking lot improvements, except to make them look nice by pressure cleaning them, re-black top them and restripe them. Commissioner Olchyk agreed with Vice Mayor Graubart and added that it is not justifiable to expend the funds with all the expenses the Town currently has. She added that if the funds are not used now, they can be spent later for a better purpose. She again expressed concern about all the money that is being spent on various feasibility studies.

Mayor Dietch expressed that this is an opportunity to improve the aesthetics in the Town for no tax dollars and for very little money. He opined that the signs in the Town are atrocious. He added that the alleys are an eyesore. The Mayor noted that this Commission has a very strong record of taking concepts to action. Commissioner Olchyk noted that the Commissioners will be here for less than a year and does not want to take the chance that the next Commission might not utilize that feasibility study. She stated that she wants to see actions, not studies.

Vice Mayor Graubart noted that the Town Manager, the committee, Director of Public Works and Assistant Police Chief John DiCenso can figure out how to improve the Town without the need for a study. Commissioner Kopelman disagreed and noted that the Commission needs to progress now without worrying about the next Commission.

Commissioner Karukin noted that \$428,000 was budgeted for parking lot restoration and \$50,000 was budgeted for a parking study. He inquired how this relates to item 5C. Town Manager, Roger Carlton stated that when the Commission adopts a budget it gives administration direction to accomplish the work for the items that were budgeted for. He added that a parking study can be conducted in 60 days. He suggested that the black top be done along with fixing the concrete, drainage and lighting. He added that the Town Staff is wonderful, but they have day-to-day jobs that they have to do and they are not graphic designers for signage or thematic designers to fix the alleys. He stated that not spending the \$95,000 for the study paid by a parking fund that people have paid into is almost insulting. Town Manager, Roger Carlton stated that the Town should hire the professional consultants and not be second class and should show good faith to those who have come to the table.

Commissioner Karukin asked for further clarification from the Town Attorney on

the 3rd line from the bottom on page 243. Town Manager, Roger Carlton suggested adding a phrase after “shall begin the work associated” that reads “subject to planning processes and further discussion with community groups and the Town Commission”.

Commissioner Kopelman made a motion to adopt the ordinance rescinding the moratorium as amended. Commissioner Karukin seconded the motion. The motion carried unanimously on roll call.

Commissioner Kopelman made a motion to approve Item 5C (Parking improvements). Commissioner Karukin seconded the motion.

Town Manager, Roger Carlton clarified, upon Commissioner Karukin’s inquiry that the parking renovation expense is included in the \$428,000 that was budgeted for that purpose.

The motion carried 3 to 2 upon roll call with Commissioner Olchyk and Vice Mayor Graubart dissenting.

2. **Special Events Permit** – Lynn M. Dannheisser, Town Attorney
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA CREATING CHAPTER 35 “EVENTS” AND ARTICLE I “SPECIAL EVENTS” AND SPECIFICALLY CREATING SECTIONS 35-1 “PERMITS FOR SPECIAL EVENTS”, SECTION 35-2 “EXEMPTIONS”; SECTION 35-3 “ENFORCEMENT”; AND 35-4 “COORDINATION WITH TOWN POLICE DEPARTMENT” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

[This Ordinance requires the issuance of permits for special events in order to regulate and address issues such as additional policing, imposition of bonds or insurance coverage, traffic and noise.]

Town Clerk Debra Eastman read the ordinance by title.

Commissioner Kopelman made a motion to adopt the ordinance. Commissioner Karukin seconded the motion.

Town Attorney, Lynn Dannheisser explained that special events such as fairs, art performances, festivals, concerts and downtown promotions were not addressed in the Town’s code. She noted that these events have a potential to create health, safety and welfare issues if not properly planned. She added that this ordinance makes the process more formal and uniform.

Mayor Dietch asked to add recycling at special events. Town Attorney, Lynn Dannheisser recommended amending the title to add the recycling provisions as follows: “Permits for special events, section 35-2 exemptions, section 35-3 enforcement and solid waste management provisions”.

The motion to adopt, as amended, carried unanimously.

***3. Vacant Storefronts - – Lynn M. Dannheisser, Town Attorney**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING CHAPTER 14 BUILDINGS AND BUILDING REGULATIONS; SECTION 14-52 COMMERCIAL STANDARDS ESTABLISHED RELATING TO THE APPEARANCE OF VACANT STOREFRONTS; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

[This Ordinance provides for the installation of regulated window coverings in vacant storefronts designed to give an appealing and uniform appearance.]

Town Clerk Debra Eastman read the ordinance by title.

Ms. Sarah Sinatra, Town Planner, presented the item. She noted that the Downtown Vision Advisory Committee has been tasked by the Commission to review issues with the Downtown business district. She added some of the main concern involves the look and appearance of the vacant storefronts.

Commissioner Karukin moved to adopt the ordinance. Commissioner Kopelman seconded the motion.

Commissioner Olchyk noted that the Beautification Committee is very interested in moving forward with this ordinance because the appearance of the Town is going to be improved. She also mentioned that they would like to see pictures that are professionally done with writing only at the bottom and for the pictures not to include faces of real people.

The motion carried unanimously.

***4. Newsracks – Lynn M. Dannheisser, Town Attorney**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 14 “BUILDINGS AND BUILDING REGULATIONS” AND SPECIFICALLY ARTICLE III “PROPERTY MAINTENANCE STANDARDS”; CREATING SECTION 14-57 “NEWSRACKS ON PUBLIC RIGHTS-OF-WAY” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES PROVIDING FOR INCLUSION IN

THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

[This Ordinance regulates the size, placement and appearance of newsracks throughout the Town for aesthetic and safety purposes.]

Town Clerk Debra Eastman read the ordinance by title.

Commissioner Kopelman made a motion to approve the ordinance. Commissioner Olchyk seconded the motion.

Town Attorney, Lynn Dannheisser explained that this is a tested ordinance that is based on an ordinance from Coral Gables, FL. She presented photos of what the new uniform newsracks. Mayor Dietch noted that this is an item that has been discussed for about 6 years.

Commissioner Kopelman inquired about who will be paying for the newsracks and how many will be installed. Town Manager, Roger Carlton noted that while he does not have an exact number, he estimates that there will be two areas on each block face on the business district at the most. He added that this is an appropriate expense to be paid out of the parking fund. He noted that this is viewed as an aesthetic improvement and therefore the newspapers will not be responsible for the cost.

The motion carried unanimously on roll call.

5. Retirement Plan Opt Out – Roger M. Carlton, Town Manager

AN ORDINANCE AMENDING THE CODE OF THE TOWN OF SURFSIDE; RELATING TO THE RETIREMENT PLAN FOR EMPLOYEES OF THE TOWN OF SURFSIDE; AMENDING SECTION 2-171 OF THE CODE TO REVISE THE DEFINITION OF EMPLOYEE TO PERMIT CHARTER OFFICERS TO OPT OUT OF THE PLAN; AMENDING SECTION 2-174 TO CREATE A MECHANISM FOR CHARTER OFFICERS TO OPT OUT OF THE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

[This Ordinance permits Charter Officers to opt out of the Town's pension plan.]

Town Clerk Debra Eastman read the ordinance by title.

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

Town Manager, Roger Carlton clarified that there is no cost to this plan. He noted that neither the Town Manager nor the Town Attorney are members of the Town's pension plan. He added that the current pension ordinance reads that every Town employee is a member of the Town's pension plan. He noted that the issue was cleared by the Pension Board.

The motion carried unanimously in roll call.

5. Resolutions and Proclamations

A. Water/ Sewer/ Storm Drainage Contract Award and Related Matters –

Roger M. Carlton, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A CONTRACT WITH THE FIRM OF RIC MAN INTERNATIONAL, INC. FOR THE INFRASTRUCTURE REHABILITATION PROJECT; AUTHORIZING OTHER APPROVALS AND POSSIBLE ADDITIVE ALTERNATES; AUTHORIZING TOWN OFFICIALS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE TERMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Debra Eastman read the resolution by title.

Town Manager, Roger Carlton spoke about the steps that have been taken to implement the replacement and upgrade of the water and sewer and storm drainage system. He noted that the last step is to award the construction contract to the winning bid. He stated that the winning bid is a company called Ric-Man Construction for \$15.9 Million. Town Manager, Roger Carlton noted that this was the lowest base bid received.

Town Manager, Roger Carlton stated that there was a pending legal matter with regards to Ric-Man Construction, but noted that it has been resolved. Town Attorney, Lynn Dannheisser stated that Ric-Man International was involved in litigation between two shareholders concerning whether to dissolve the company or having one set of shareholders make a tardy election to purchase shares. She noted that the Town just received documents on the order granting two of the shareholders the right to purchase shares from the other shareholders. Town Attorney, Lynn Dannheisser noted that the fact that the shareholders are different gives the Town the right to decline their bid, but noted that there is no mandate that the Town must do so based on this scenario. She added that the principles of the company responsible for the work

have not changed. She also noted that she does not feel that the financial ability of this company will be affected since there is a bond in place to guarantee performance of the company. Town Attorney, Lynn Dannheisser opined that what occurred in litigation does not need to hamper the Commission's vote.

Town Manager, Roger Carlton explained the funding details on page 278. He mentioned that the Town has \$17,927,000 available for the project, of which \$16 mill comes from the revenue bond issue, grants and \$819,000 from the Building Better Communities from Miami-Dade County. Town Manager, Roger Carlton mentioned that the Town pays in advance and is then reimbursed by the county and/or state.

Town Manager, Roger Carlton stated that there will be approximately \$900,000 remaining. He noted that the Commission has been presented in the past with options such as additive alternates, which include street lighting programs, signage and trees. He also noted that another option is to underground the Town's electricity. He added that there is an opportunity to install conduits for future undergrounding. He directed the Commission to the two alternatives staff has prepared. He recommended moving forward with Alternative 1, the \$1.5 mil force main project shared with Bal Harbor. He noted that \$210,000 could be transferred from the Transportation Fund for this alternative. He also noted that the base bid has an \$800,000 contingency and suggested using \$200,000 towards this alternative as well. He recommended that the remaining \$531,000 come from the Water and Sewer reserves. Town Manager, Roger Carlton stated that the costs can be covered without the need of a rate increase next year.

Town Manager, Roger Carlton also informed the Commission that the Bond issue they approved also contains a Project Completion Bonds which allows the Town to borrow up to 10% or \$1.6 mill more of the base bond. He noted that this is an option if the Commission chooses to complete all the additive alternates. He stated that in this case the annual debt service will be an additional \$60,000. He noted that the oversight committee recommended not borrowing the additional money at this time. He noted that as the project progresses, the contingency money can also be used for the additive alternates with the Commission's approval.

Town Manager, Roger Carlton recommended moving forward with the \$16.9 mil project, use \$369,000 in studies and conduits for future infrastructure undergrounding and for the Town's share of the force main project with Bal Harbor.

Commissioner Kopelman agreed with moving forward with the force main project and with the FPL study for future infrastructure undergrounding. A discussion ensued about whether the conduits that will be installed will be acceptable when the Town is prepared for the undergrounding project. Town Manager, Roger Carlton noted that FPL stated that if it is their conduits, they will be acceptable. Commissioner Olchyk expressed concern that this work will not be done in the future and the \$369,000 has already been spent. Town Manager, Roger Carlton suggested obtaining a written commitment from FPL stating that the pipes will be acceptable in the future.

Commissioner Karukin stated that he is in favor of alternative one.

Town Manager, Roger Carlton suggested awarding the contract and added that the cost of PVC piping is increasing.

Town Manager, Roger Carlton also spoke about the need for a construction staging area while the improvements are taking place.

Commissioner Kopelman made a motion to include approval of Ric-Main International's contract, the FPL study and conduit installation, the Bal Harbor joint force main project and to direct the manager to find out where the Town can use a staging area (Alternative 1). Commissioner Karukin seconded the motion.

Dave Steinfeld noted that the construction of the Community Center should have had a foresight for a second floor. He opined that not having a foresight now for street signage and tree canopies will be shortsighted. He said that at the end of the project, while the infrastructure has been taken care of, there will be nothing aesthetically pleasing.

The motion carried unanimously.

B. Mid-Year Budget Amendment – Martin Sherwood, Finance Director

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING THE ANNUAL APPROPRIATIONS RESOLUTIONS ADOPTED FOR THE FISCAL YEAR OCTOBER 1, 2010 TO SEPTEMBER 30, 2011; FOR THE PURPOSE OF AMENDING THE CURRENT YEAR'S GENERAL FUND BUDGET, CAPITAL PROJECTS FUND BUDGET, RESORT TAX FUND BUDGET, AND POLICE FORFEITURE FUND BUDGET, UPWARD; AND THE WATER & SEWER FUND

**BUDGET, AND THE STORMWATER FUND BUDGET
DOWNWARD, AND OTHER BUDGETARY
ADJUSTMENTS REQUIRED TO THE FISCAL YEAR
ENDED SEPTEMBER 30, 2011 BUDGET; PROVIDING FOR
AN EFFECTIVE DATE.**

Town Manager, Roger Carlton noted that the Town's budget is adopted 16 months before the final numbers come in. He added that it is based on history and professional experience. He stated that this resolution addresses the budget amendments.

Martin Sherwood, Finance Director explained the different Town funds.

Commissioner Karukin made a motion to approve the resolution. Commissioner Kopelman seconded the motion. The motion carried unanimously.

C. Parking Lot Review and Upgrade Design Services – Assistant Police Chief

John DiCenso

**A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA,
APPROVING THE AWARD OF THE CONTRACT TO FLORIDA
TRANSPORTATION ENGINEERING, INC. (FTE) AS THE TOWN'S
ENGINEER/ARCHITECT FOR THE PARKING LOT IMPROVEMENT
PROJECT; AUTHORIZING THE MANAGER TO DO ALL THINGS
NECESSARY TO EFFECTUATE THE TERMS OF THIS RESOLUTION;
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.

Lou Cohen mentioned that he was on the Charter Review Board. He noted that one of the items discussed was term lengths for the Commissioners. He also opined that the terms should be staggered so that all 5 Commissions are up for re-election at the same time. He also added that something else that was discussed was for the Mayor to be voted at large along with the other Commissioners.

Lou Cohen stated that he felt very strongly that the fireworks should be done on the 4th of July.

Richard Iacobacci spoke about the dangers of kite surfers on the beach. He noted that they were going in and out of the buoy line with no launch sites. He suggested that the kite surfers be given a restricted area for this activity. Mayor Dietch noted that Town Manager, Roger Carlton is working with the police and the Parks and Recreation Department to come up with a reasonable solution.

Estelle Brighter spoke about the importance of having lifeguards on the beach. She also suggested installing bathrooms on the beach. She also inquired if she will be allowed to use the community center as a business owner and not a home owner.

Barbara Cohen mentioned that it is not fair to take pictures of the parking lots on one day and one time to make a point. She noted that the parking dollars can cover what needs to be done for the parking lots.

Vice Mayor Graubart left at 9:00 pm.

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. Community Center Initial Rules and Summer Events – Roger M. Carlton, Town Manager and Tim Milian, Parks and Recreation Director

Town Manager, Roger Carlton mentioned that the consensus among residents is that they want use of the community center only for Surfside residents. He noted that he would like to develop regulations that will give flexibility in the initial operating time. He stated that he asked Parks and Recreation Director Tim Milian to come up with regulations that are respectful of the desires of the Parks and Recreation Department and the Commission, but also allows some flexibility.

Tim Milian noted that this has emerged after months of reviews.

Mayor Dietch suggested being reasonable and recommended distributing the ID's.

Commissioner Karukin inquired about renting the landscaped area out for parties. Parks and Recreation Director, Tim Milian stated that the Parks and Recreation Department is looking into this.

Eliana Salzhauer stated that she is on the Parks and Recreation committee and mentioned that they would like to see the community center used by only Surfside residents for now. She stated that the residents are the ones who are paying for it. She also noted that the facility is not large. She added that the committee will meet again in thirty days and continue discussion on the usage.

Commissioner Karukin made a motion to approve the resolution. Commissioner Kopelman seconded the motion, which carried unanimously.

Commissioner Olchyk made a motion to hear Item 9E following 9A. Commissioner Karukin seconded the motion which passed unanimously.

B. Town Manager's Employment Agreement – Commissioner Edward Kopelman Deferred

C. Police Vehicle Lease Program – Assistant Police Chief John DiCenso

Assistant Police Chief John DiCenso expressed to the Commission the need for police vehicles. Commissioner Olchyk noted that it was her understanding at the last discussion on this subject that it was better to purchase the vehicles than to lease them. She also suggested that the Town not obtain ten cars, but rather obtain four cars now and the rest later.

Town Manager, Roger Carlton explained that the police vehicles have a life cycle of about four years and noted that when a vehicle will be utilized until it has run seventy-five thousand or one hundred thousand miles, it is a better deal to lease the vehicles at the current interest rate than to use the cash. Town Manager, Roger Carlton also spoke about the need for a proper vehicle replacement program.

Commissioner Kopelman made a motion to approve. Commissioner Karukin seconded the motion. The motion carried with Commissioner Olchyk dissenting.

Commissioner Kopelman made a motion to extend the meeting to midnight. Karukin seconded. The motion carried with Commissioner Olchyk dissenting.

D. Discussion of Miami Dade League of Cities Appointments – Mayor Daniel Dietch

Town Manager, Roger Carlton noted that Vice Mayor Graubart has served as a representative of the Town and is interested in participating in this capacity. Commissioner Karukin nominated Vice Mayor Graubart, subject to his consent.

Commissioner Karukin made a motion to approve the nomination of Vice Mayor Graubart. Commissioner Kopelman seconded the motion, which carried unanimously.

E. Change of July Town Commission Meeting Date – Commissioner Marta Olchyk

Commissioner Olchyk recommended changing the July Regular Commission meeting to a day when both the Town Manager and the Town Attorney are available to attend. It was noted that the meeting's original date of July 12th was moved to July 19th. Town Attorney, Lynn Dannheisser noted that although she might not be able to attend the Meeting, she will ensure that legal counsel is present at the meeting. Commissioner Olchyk suggested moving the meeting to the last week of July. Town Manager, Roger Carlton noted that the Fourth of July weekend makes getting the agenda prepared on time for the meeting difficult. Discussion ensued and the meeting

was moved back to July 12th. The agendas will be distributed on Thursday rather than Wednesday and the meeting will be kept short.

Commissioner Kopelman made a motion to move the July Regular Commission meeting back to July 12th. Commissioner Olchyk seconded the motion, which carried unanimously.

F. Resident Parking Program – Assistant Police Chief, John DiCenso

Assistant Police Chief John DiCenso mentioned that 2,100 parking permits have been distributed to residents. He also noted that they have discovered issues with the program such as set up and uses. He noted that his department has developed recommendations to correct deficiencies and abuses in the program. He suggested permanently affixing the decal instead of hanging tags, revocability ability by the Chief and to ensure that there are no abuses by residents by having the Town Employee affix the decal to the vehicle. He also asked that the Commission consider a \$10 charge to cover the costs of the decals and a software permit to track them. Debra Eastman, Town Clerk noted that the software program that she recommends they use is one that she is familiar with. Assistant Police Chief John DiCenso noted that the program costs about \$1,500.00.

Assistant Police Chief John DiCenso noted that the Town is issuing 2 decals per home. Commissioner Karukin expressed concern about the limited number. The Commission decided to increase the number of decals per household to 3 decals subject to a valid registration with proof of address.

Commissioner Kopelman made a motion to amend the Resident Parking Program to allow 3 permits per household subject to proof of address and valid registrations. Commissioner Karukin seconded the motion. The motion carried unanimously.

Commissioner Kopelman made a motion to accept the Resident Parking Program as amended. Commissioner Karukin seconded the motion. The motion carried unanimously.

G. Crime Prevention Initiatives – Assistant Police Chief, John DiCenso

Police Chief David Allen presented three additional crime prevention programs. He noted that the one that will go into effect soon will be the mobile license plate reader. He noted that the remaining programs will be phased in over the next fiscal years.

Mayor Dietch expressed reservations over the license plate readers. Chief Allen noted that the police use them to look for stolen cars or tags. He added that the police will be alerted to the stolen cars or BOLOs. Commissioner Kopelman spoke in favor of the program. Commissioner Karukin stated that he is not comfortable with this.

Chief Allen noted that the mobile license readers will cost \$25,000 and the fixed cameras will cost \$42,735, which will be covered by the red light camera revenue.

The Mayor expressed interest in moving forward with the crime prevention through environmental design program.

Commissioner Karukin made a motion to defer the item. There was no second to his motion.

Commissioner Kopelman stated that he would like to revisit this issue.

Mayor Dietch made a motion to move forward with the crime prevention through environmental design program. Commissioner Karukin seconded the motion, which carried unanimously.

**H. Police Communications Unit - Assistant Police Chief, John DiCenso
Removed from the Agenda at the request of Town Manager, Roger Carlton.**

- I. Report on 2011 Hurricane Preparedness** – Assistant Police Chief John DiCenso
Assistant Police Chief John DiCenso spoke about the Town's Hurricane Emergency Operations Plan. He noted that Mr. Bill Evans, Mr. Sherwood and he have met with the debris removal contractor to make sure that everything is in place. He also noted that a \$25,000 cash withdrawal has been made in order to keep cash on hand during hurricane season in the event that only cash purchases are made of a strike. Assistant Police Chief John DiCenso noted that the staff has received proper training. He added that a landfall team has also been established comprised of on duty officers and 3 public works employees to respond after an event.

Assistant Police Chief John DiCenso noted that, out of the forfeiture fund, 3 satellite telephones, 2 portable 2-way radios, and generators were purchased.

Commissioner Karukin suggested posting information on the Gazette.

9. Adjournment: The meeting adjourned at 11:40 p.m.

Accepted this ____ day of _____, 2011

Daniel Dietch, Mayor

Attest:

Debra E. Eastman, MMC
Town Clerk



**Town of Surfside
Town Commission Budget Workshop
Minutes
June 23, 2011
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 7:00 pm.

Attorney/Client session scheduled for June 28, 2011 at 6:00pm.

B. Roll Call of Members Town Clerk Debra Eastman called the roll and the following members of the Commission were present upon roll call: Commissioner Michael Karukin, Commissioner Edward Kopelman, Commissioner Marta Olchyk, Vice Mayor Joe Graubart and Mayor Daniel Dietch.

C. Pledge of Allegiance: Chief Dave Allen led The Pledge of Allegiance.

2. Introduction – General Preview of Workshops – Roger M. Carlton, Town Manager

Town Manager Roger Carlton introduced the general preview of the workshop. He informed the Commission that many economic factors were considered in preparing the budget. He added that there were various meetings with different departments and all the information was presented to the Town Manager. Town Manager, Roger Carlton stated that he is recommending reducing the millage rate to 5.5000 in the General Fund. He stated that this signifies that 90% of property owners will not pay any more real property tax dollars in the coming year because if value goes down and the millage rate goes down as well, the property owner will pay less. Town Manager, Roger Carlton added that if the property owner has lived in Surfside for a long time and have the Save Our Homes Amendment, they have artificial holding of their property value. He noted that this year the property values can go up 1.5%, but added that the property owner's savings is still less that those without homestead exemption.

Town Manager, Roger Carlton spoke about the Enterprise Funds. He mentioned that the bond issue was approved. He added that bonds were sold and a construction contract was awarded. Town Manager, Roger Carlton also mentioned that a commitment was made by the Town's administration that the Town would not need a rate increase in the next fiscal year. He stated that at the July 12th meeting the Town will set the proposed millage rate that will go to the Dade County Tax Collector. He added that the notice will state what the charges are potentially going to be.

Vice Mayor Joe Graubart inquired if the budget is a changing document and if it can be changed once it passes. He noted that when the Commission budgets for something it is giving clear direction to the Town Staff. He asked if the budget can be changed and new direction be given. Town Manager, Roger Carlton responded that once the budget is adopted by the Commission, it is a direction to administration to carry out the funded items. He added that it is an evolving document and noted that the budget is produced in June predicting outcomes for September 30, 2012, which is 16 months away.

3. Summary Presentation - Carl Berkey-Abbott

Mr. Carl Berkey-Abbott gave a PowerPoint presentation

4. Questions/Direction from Town Commission, Including Summer Studies

The Commission discussed the budget book section by section.

General Fund: Commissioner Marta Olchyk asked if the Community Center's pool admission fee will be discussed. Town Manager, Roger Carlton recommended that the pool's admission fee be an assigned summer study. He stated that the summer study would result in recommendations to the Commission in mid-August and could be incorporated in the budget in September. Director of Parks and Recreation, Mr. Tim Milian, noted that this has been the Community Center's first week of operation. He stated that the summer will be the main focal point and a good time to study the fees. He added that he will be able to provide a good report by August. Parks and Recreation Director, Tim Milian noted that the pool's limited capacity is an issue. Commissioner Olchyk asked how many people have participated since the first day. Parks and Recreation Director, Tim Milian responded that over 2,800 people have visited the Community Center since the grand opening and his department has issued 1,091 ID's as of today. Commissioner Olchyk asked if this is handled by someone the Town is paying or by the Town Staff. Town Manager, Roger Carlton noted that this is a significant issue and will be done in-house. Commissioner Olchyk asked that this be a summer study. Vice Mayor Graubart stated that he would like to know what various communities charge to use their Community Center and the total operating costs of the centers.

Commissioner Olchyk inquired about zoning review fees. Town Manager, Roger Carlton stated that this is projected revenue from building permits. Commissioner Olchyk asked if there is a time limit when the resident has to apply for a building permit and if they apply for a permit, is there a length of time when the applicant has to begin the project. Building Official, Mr. Paul Gioia responded that there is no time limit for a building permit. He noted that as soon as the plans come in, the Building Department charges 30% up front plus 5% of the cost of construction as bond.

Vice Mayor Graubart inquired about the other fees involved. He asked about who does zoning and how many employees are utilized from Calvin, Giordano and Associates. Town Manager, Roger Carlton noted that there is a fixed monthly fee paid to CGA for planning and zoning and community development work. He added that there is also reimbursable for certain types of work. Town Manager, Roger Carlton explained the cost recovery. He noted that there is only cost recovery on large scale projects. Town Manager, Roger Carlton noted that if the Town had an internal Planning and Zoning

Department the costs would be significantly more. He added that planning is a function of government and the building department usually makes a profit which goes to the general fund.

Commissioner Olchyk expressed concern that 69% of the funds go to personnel expenses. She stated that she read about Miami Lakes having low personnel expenses. She noted that Surfside is adding money for so many new additional employees. Commissioner Olchyk stated that that the Town has been adding expenses in our personnel and feels it is outrageous that 69% goes to personnel. Town Manager, Roger Carlton noted that the average is 81% across all units of government and therefore it is significantly lower in Surfside. Commissioner Karukin thanked the Town Manager and stated that personnel are one of those necessary business costs. He added that it will always be an expensive piece of the pie.

Commissioner Karukin asked for clarification on the definition of reserves and the rate stabilization fund. Town Manager, Roger Carlton noted that that is the Water and Sewer. He added that 30% of reserves are on a slide. Town Manager, Roger Carlton noted that there are two types of reserves – the reserve available for any purpose and the \$2 mil more for a hurricane fund – both of which put the reserves to 30%.

Commissioner Karukin stated that the overall budget is funded because the Town has increased revenue, however, from an expenditure prospective, would like to not exceed and acceptable inflationary rate. He noted that these expenditures go above that rate. Commissioner Karukin noted that he is interested in some of the programs but he would like to see if there is any way the Town can look at certain reductions and still meet objectives. Town Manager, Roger Carlton mentioned that if the Commission would then have to decide what it would like to do, reduce the millage rate or take \$200,000 and put into more reserves. Town Manager, Roger Carlton stated that if the Commission wishes, this analysis can be done as part of a summer study. He noted that it will be a significant amount of work and asked to see if there is more support for this from the majority. Commissioner Karukin stated that he would like to revisit this issue before giving the Town Manager policy direction tonight. He presented Town Manager, Roger Carlton with a request for a \$169,500 reduction, which represents a 2.8% increase instead of 4+%.

Vice Mayor Graubart inquired if the reserve for rate stabilization fund is replenished as it is used. Town Manager, Roger Carlton explained the series of buckets.

Vice Mayor Graubart inquired about the red light camera program and how many tickets have been issued. Chief Allen responded that that the average is 1,000 tickets per month.

Vice Mayor Graubart commented on the \$94,000 for Capital Expenditure in 07/08 and noted that it was broadcast equipment.

Town Attorney: Commissioner Olchyk inquired about the expenditures for the Town Attorney's department. Town Manager, Roger Carlton stated that it includes the entire function. Vice Mayor Graubart asked about the car allowance.

Executive Department: Commissioner Olchyk inquired about the Town Manager's position in transition plus the payout. Town Manager, Roger Carlton commented that this is a gray area and not included in the budget.

Finance: Commissioner Karukin spoke about the new position. He noted that this person will be responsible for making sure that the water and sewer number is monitored closely. Town Manager, Roger Carlton noted that there are actually four people who monitor this, including CGA, Finance Director Mr. Martin Sherwood and himself. Town Manager, Roger Carlton also stated that this budget has to be submitted to the bank that loaned the money for the project and that annual audit will be watching it as well. Commissioner Olchyk inquired as to why a Budget Officer was needed. Town Manager, Roger Carlton stated that Mr. Carl Berkey-Abbott does this as a consultant now. He added that this will have to be a process and not something the Town should do just through the budget cycle. He added that it should be done all year long. Mayor Dietch stated that this function has been previously outsourced. He added that this brings the capability back in-house. He also added that the Town has to balance it with cost. Vice Mayor Graubart inquired if surrounding towns had a budget officer position and asked what the cost to them was to do the accounting. Town Manager, Roger Carlton stated that other towns have some type of budget officers as well as an assistant town manager, which Surfside does not have. Town Manager, Roger Carlton noted that he could do further research.

Town Clerk: Commissioner Kopelman asked about the 2 +1 and asked if this is due to Information Technology. Town Manager, Roger Carlton stated that this is IT and procurement. He added that this department's budget is up because items were moved to that budget. Mr. Sherwood spoke about the personnel complement of +1 and noted that this is for recording assistance to various boards. Mayor Dietch noted that this function is being done today on an ad hoc basis. Commissioner Olchyk expressed concern over the amount of money being spent in that department. She further inquired about the rationale for changing the code enforcement officer. Town Manager, Roger Carlton noted that now this position has three functions that report to the Town Manager, but coordinates constantly with the Town Attorney and Building Department. He added that this is two CGA positions (Community Development and Planning) and have a code enforcement officer. Town Manager, Roger Carlton stated that now we have revision on how we handle large scale development. He noted that the Developmental Impact Committee has raised importance and complexity of how the Town handles these projects. Town Manager, Roger Carlton spoke about code enforcement and Downtown Vision Advisory Committee. He stated that it had over 400 violations in the downtown area and most are making progress. He also spoke about the flood elevation problem and announced that the Town could be out of the flood doghouse in September due to Mr. Paul Gioia's work. Town Manager, Roger Carlton stated that his will allow the discounts to go back to the property owners, decreasing the cost of insurance by about \$300 per home.

Commissioner Olchyk expressed opposition to the new code enforcement position. She noted that this could expand to become a new department needing a secretary and additional support staff. Town Manager, Roger Carlton noted that the function in the Building Department will cease to exist and will move over to a new department. Commissioner Kopelman stated that the salary will be paid by the revenues from fines.

Mayor Dietch noted that the goal is still to obtain compliance. He gave the Town Manager direction to align organization on how to deliver services better for the community.

Commissioner Olchyk commented that the Commission was here just to rubber stamp and exercise in futility. Town Manager, Roger Carlton noted that this was the third time Commissioner Olchyk mentioned this. He added that the Town has two extraordinary people in the Town Attorney and Town Manager, who bring as high a quality recommendation as you will find in government. He stated that the Commissioner vets their recommendations many times and noted that they try to do the best they can. Town Manager, Roger Carlton stated that “rubberstamping” is unfair and disrespectful of your colleagues. Commissioner Kopelman noted that he sits down with the Town Manager two or three times a week and there is no rubber stamping. Vice Mayor Graubart mentioned that he partially agrees and feels like that at times.

Commissioner Karukin mentioned that he is not 100% on board with this department. He added that he is not so concerned about the budget, but rather the whole process of code enforcement and enforcement mentality can be a slippery slope if not done carefully. He commented that the Code Enforcement Committee was set up to help and not pull him in different directions. He added that he does not like the name of the department and noted that it is not representative of its function. Commissioner Karukin mentioned that there seems to be some overlap between the Building Department and this new department and inquired about what offsets this department would have against the contract with CGA. Commissioner Karukin noted that he needs more time to go over this in more detail and requested an analysis with information. He also expressed concern that this would build a new bureaucracy. Town Manager, Roger Carlton stated that he would include this as a summer study.

Public Safety: Town Manager, Roger Carlton began discussion on the Public Safety budget and directed the Commission to the chart on Page 72. He noted that the percentage is lower than in the past. Vice Mayor Graubart asked what was done to achieve a lower percentage since the parking fund pays a portion of Assistant Police Chief John DiCenso’s salary. Town Manager, Roger Carlton stated that this is a natural outcome that the general fund has grown a bit.

Town Manager, Roger Carlton noted that in 4603 line item, 34,400 should be reduced as equipment cars is part of the lease. Vice Mayor Graubart noted that these can be purchased at the end of the lease for \$1.

Commissioner Olchyk commented that she is pleased with the way Public Works is working. She stated that someone finally took pity on her and cleaned up the beach walk. She thanked everyone. Vice Mayor Graubart agreed.

Commissioner Karukin thanked Bill Evans and the entire staff and administration who are working really hard. Mayor Dietch stated that this starts with leadership and a Manager who holds people accountable. He added that he does not do this through force, but rather leads by example. He noted that Town Manager, Roger Carlton brought leadership that complimented leadership and he has the appropriate compensation that is tied to performance.

Leisure Services: Vice Mayor Graubart commented on page 82 and expressed concern that this is 15% higher than 07/08. Town Manager, Roger Carlton noted that this was five years ago and running the new building is only \$188,000 more than five years ago.

Vice Mayor Graubart inquired about the \$1,486,855. He noted that \$1,494,000 is the entire Parks and Recreation budget, including the Community Center. He asked what portion is set by fees. Mr. Berkey-Abbott responded that the revenues are about 12%. Vice Mayor Graubart requested that this also be part of the summer study to see if the 12.3% is in line with other communities. Town Manager, Roger Carlton noted that this study will be combined with the Community Center admission fees study. Vice Mayor Graubart asked about the balance from property taxes.

Commissioner Kopelman asked if the lawn maintenance for the soccer field was included in the budget. Parks and Recreation Director, Tim Milian mentioned that this expense is \$15,000, down from \$24,000. Commissioner Kopelman also inquired about the cost of senior trips. Parks and Recreation Director, Tim Milian responded that they are bringing in about 20% of what they spend. Commissioner Kopelman then inquired about the kids camp. Parks and Recreation Director, Tim Milian mentioned that there is a fee structure in place for residents and nonresidents. He added that about 90% is brought in. Commissioner Olchyk noted that the senior trips have fallen off because they used to be much less expensive. She compared them to Sunny Isles, which charges less. She noted that since the cost has gone up, there are less people. Mayor Dietch stated that last year the Commission gave direction to reduce the subsidy and asked Commissioner Olchyk if she would like to see this reversed for the senior trips. Commissioner Olchyk stated that she would like to see what is being offered to the seniors at the senior center. She mentioned that if the senior center offers some of it she does not feel so bad about raising the costs of the trips, but if the seniors do not get offered anything, then she would be okay with the fees charged currently for the trips. Parks and Recreation Director, Tim Milian explained that Miami-Dade County lost grants for adult programs. Mayor Dietch commented that if there is a demand the programs will follow. Commissioner Olchyk mentioned that the adult education was a minimum cost. Parks and Recreation Director, Tim Milian noted that the programs have now increased the fees with administrative directive.

Commissioner Karukin noted that Parks and Recreation has total fiscal responsibility for the Community Center. He stated that last year the Commission allocated about

\$200,000 in anticipation and asked what the anticipated cost of operations of the Community Center will be. Parks and Recreation Director, Tim Milian mentioned that it will be about \$480,000 additional. Commissioner Karukin asked if Parks and Recreation Director, Tim Milian has looked into adding an additional lifeguard station to the north and what that cost could be. Town Manager, Roger Carlton mentioned that they will look into it. Commissioner Karukin stated that they might want to consider that since there is a new hotel coming in and there will be an increase in the number of people in the area.

Commissioner Kopelman asked about the concession stands. Parks and Recreation Director, Tim Milian stated that they are up and running.

Capital Projects: Town Manager, Roger Carlton mentioned that the main expenditures for the rest of the budget book are funds, which includes the water, sewer and storm water funds. He stated that there is some flow of money between them to get to debt service. He added that the bottom line of the funds is that there will be no rate increases. Town Manager, Roger Carlton stated that the water, sewer project actually covers three fiscal years. He added that he had a meeting today with the Town Attorney about getting the contracts finished and signed and have notice to proceed and looks like the project will be up and running in August. He noted that they will be running sooner on the new force main on Collins Ave. Town Manager, Roger Carlton stated that he will have a report ready for the Commission in July. He also spoke about the impact on traffic and stated that it will be affected for a while due to parking and lanes that will be affected.

Town Manager, Roger Carlton spoke about the parking fund and possible land acquisitions. He stated that they are nowhere closer to the price on the Delgado property at this point. He stated that he will bring it back to the Commission for recommendations on whether they should buy Downtown Vision Advisory Committee. He also spoke about recommendations for a parking garage. Town Manager, Roger Carlton mentioned that the Commission had the first reading to do away with the moratorium. He also mentioned that the Police Chief David Allen took action regarding people from St. Regis parking in the Abbot parking lot. He noted that the Chief was getting many complaints from business owners and therefore met with top people at St. Regis. He added that the lot was closed at 5:00am. He mentioned that with police staffing the lots with bosses from the St. Regis, they turned them away and the business district was happy that customers had spots to park. He added that the workers will be there until November.

Town Manager, Roger Carlton mentioned that there has was a rate adjustment made for parking from \$1.00 to \$1.25 per hour and \$5.00 per month for monthly parkers which brings the fees up to market rates. Mr. Berkey-Abbott stated that this will represent an addition \$125,000 in revenues.

Vice Mayor Graubart inquired why the parking citations are being allocated to the general fund and not the parking fund. Town Manager, Roger Carlton responded that it is practice to send them to the general fund.

Commissioner Olchyk asked why the forfeiture funds are not being utilized to purchase police cars. Town Manager, Roger Carlton noted that there is not enough money.

Commissioner Olchyk asked if the Town can use the reserves and use the rest from another fund.

Commissioner Karukin spoke about the water and sewer project and the rate stabilization fund. He asked if the Commission could give direction on ways to continue to stabilize the rate to that there are no rate increases in the future years as well as this one. Town Manager, Roger Carlton responded that it is inherent in the budgeting process to avoid rate increases. He added that they might not be able to do this considering the debt service, the major cost of treating the sewer and buying the water. He stated that these are things that cannot be controlled. Commissioner Karukin stated that he is in favor of the rate stabilization fund if its purpose is to stabilize the rates. Town Manager, Roger Carlton noted that it is its purpose in whole or in part. Vice Mayor Graubart noted that it would be good to eliminate spikes somehow.

Commissioner Kopelman noted that there will be a new County Mayor who will have ten days to decide on a budget. He inquired about how this will impact Surfside. Town Manager, Roger Carlton noted that he does not participate in the county's budget process, but added that it could hurt Surfside in the bus routes on Collins Ave. Commissioner Kopelman expressed concern that Surfside is dropping the millage rate before knowing what the county will do. He stated that the county's decision could wipe out the Town's savings.

Commissioner Olchyk inquired about the additional position on the water and sewer on page 41. Mr. Berkey-Abbott mentioned that this is a front office position.

Town Manager, Roger Carlton spoke about a very significant change proposed for the Solid Waste Department for the spring of next year consisting of moving toward using one arm bandits to collect in single family neighborhoods and collect twice a week instead of everyday. He noted that this is clearly a summer study. He added that the budget includes the purchase of cans. Town Manager, Roger Carlton stated that one arm bandit truck will be leased and one truck will be sold. He added that it is time to think about modernizing the whole process. Commissioner Kopelman expressed concern about collection twice a week in the heat of summer. Town Manager, Roger Carlton noted that Dade County collects twice a week.

Vice Mayor Graubart spoke about the solid waste study. He noted that the residents would have to be participating in returning the barrels. He added that many residents who do their own tree trimming and gardening will still need at least weekly pick-up. Town Manager, Roger Carlton mentioned that if someone does that, the Town could sell them an extra can for \$50. Commissioner Karukin asked about the collaboration with Bal Harbor and Bay Harbor about moving garbage depot to main land. He noted that the Bal Harbor Commission approved a feasibility study about outsourcing their entire solid waste program. He added that they will include Surfside in that study at no cost to the Town. Town Manager, Roger Carlton stated that there is a high level of expectation for daily collections and noted that this will be an issue. He added that if the Town wants to save money perhaps the most inefficient process it has in terms of technology is the solid waste collection. He noted that there would have to be a massive public information

program. Mayor Dietch commented that as antiquated as the program is, it still offers an extremely high level and the cost is less than half the cost of the county. He spoke in favor of a summer study.

Town Manager, Roger Carlton mentioned that a classification and compensation study is needed. Vice Mayor Graubart asked about adding contractual personnel. Town Manager, Roger Carlton responded that he could put something like a senior planner position and compare to that to what Surfside pays the position with CGA. The Vice Mayor noted that he would like to try to establish a comparison between what this person costs compared to that position. He also noted that we need to find out if we are paying correctly.

Town Manager, Roger Carlton also mentioned that Commissioner Olchyk is interested in night lighting along the beach walk. Parks and Recreation Director, Tim Milian noted that the FDEP was luke-warm on the idea due to the possible confusion of the turtles and impact to turtle reproduction.

Town Manager, Roger Carlton summarized the direction given to him by the Commission:

- Summer study of entire fees and charges in Parks and Recreation Community Center, senior programs, etc.
- Summer study to determine how the Town could reduce the general fund expenditures by \$165,500 and possible implications.
- Finance budget program as a percent of the whole and how it will compare to other jurisdictions.
- Summer study of ERED, department name change, etc.
- Lifeguard station to the north.
- Much more detailed study of solid waste, one-arm bandits, and comparable costs.

Mayor Dietch noted that he would like to see the implementation of a community garden, garden club and cultural activities. He asked if \$5,000 was set aside for this for this year. Mr. Berkey-Abbott stated that \$12,500 was set aside in the current fiscal year budget. Commissioner Kopelman stated that it seemed to be a lot of money for 18-20 people. Town Manager, Roger Carlton noted that the \$12,500 could be seed money to build a fence on 89th and Dickens. He added that this is still a point of light item. Mayor Dietch opined that this is a low cost to achieve a high impact and bring the community together.

Mayor Dietch asked about the bike racks. Parks and Recreation Director, Tim Milian stated that they are included in the Parks and Recreation budget.

Mayor Dietch asked about the street sweepers. Mr. Evans noted that they are included in the Public Works budget. He added that he hopes to have an agreement ready for the July Commission meeting.

Commissioner Kopelman mentioned that there will be a Town meeting at 7:00 p.m. on Monday at the Community Center for a neighbor-to-neighbor discussion.

Vice Mayor Graubart inquired about the trailers. Parks and Recreation Director, Tim Milian mentioned that the lease expires month to month and that it is budgeted through the end of the fiscal year.

5. Public Comments:

Lou Cohen expressed concern about the \$2 mil hurricane item and inquired if this will be enough. He noted that Collins is 12 feet above sea level and added that 12-14 foot surge would cause more than \$2 mil worth of damage. Town Manager, Roger Carlton responded that there are three levels of coverage, deductible, insurance and FEMA. Mr. Cohen asked how much coverage the Town has in total. Mr. Sherwood responded that there is almost \$10 mil, plus \$2 mil, plus FEMA.

Commissioner Olchyk asked why the Town will keep paying for the trailers if they are not needed. Town Manager, Roger Carlton responded that the P&R department will go soon, but the summer camp program needs to finish before the trailers can be removed, possibly in September or October.

6. Wrap-Up – Additional Commission Direction

A. Second Workshop Schedule?

Vice Mayor Graubart opined that the summer studies should be vetted in public and if the information is obtained it can be done during the actual public hearings. Town Manager, Roger Carlton stated that he will get the summer studies as part as the August agenda packet, then the Commission can decide if they want to have a separate discussion of those items the last two weeks in August. He noted that they do not need to make a decision tonight.

7. Adjournment: The meeting adjourned at 10:15pm.

Accepted this ____ day of _____, 2011

Daniel Dietch, Mayor

Attest:

Debra E. Eastman, MMC
Town Clerk



**Town of Surfside
Town Commission Meeting
MINUTES
July 12, 2011
7 p.m.**

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

1. Opening

A. Call to Order: Mayor Daniel Dietch called the meeting to order at 7:01 pm.

B. Roll Call of Members: Town Clerk Debra Eastman called the roll and the following members of the Commission were present upon roll call: Commissioner Michael Karukin, Commissioner Edward Kopelman, Commissioner Marta Olchyk, Vice Mayor Joe Graubart and Mayor Daniel Dietch.

C. Pledge of Allegiance: Police Chief Dave Allen led the Pledge of Allegiance.

D. Mayor and Commission Remarks – Mayor Daniel Dietch

Vice Mayor Joe Graubart read a Thank You note from the Wounded Warriors Support Group to the Town Commission for their \$500 contribution to the organization.

Commissioner Marta Olchyk expressed objection to the supplementary item added to the agenda by the Mayor stating that she did not see the urgency. She suggested that it be deferred to next month's meeting. Mayor Dietch agreed, but noted that it is on the consent agenda and should not take too much additional time.

Commissioner Edward Kopelman commented that he takes umbrage with what has been taking place recently with the Vice Mayor. Commissioner Kopelman stated Vice Mayor Graubart went to the Commission of Ethics and Public Trust behind the Commission's back. He further noted that the Vice Mayor was dishonest in his report to the organization adding that he did not give a full disclosure. He added that the Commission had a meeting about the matter in June and found that there was no quid pro quo regarding the gift.

Commissioner Kopelman also mentioned that the reason why the current Commission receives so much documentation in preparation for the meetings is that the current Commission has to deal with projects that have been postponed for so long.

Commissioner Kopelman spoke about the picture that had been hanging in the Town Attorney's office. He noted that the Vice Mayor took the picture down and said it belonged to someone else. Commissioner Kopelman added that the picture had been in storeroom and was therefore Town property. Commissioner Kopelman stated that he would like to see the picture returned to the Town Attorney's office.

Commissioner Kopelman stated that the Vice Mayor is consistently knocking the past and present Surfside administrations in the newspapers. He added that if this was the US Congress, the Vice Mayor would be up for censure at this point.

Vice Mayor Graubart stated that he contacted the Commission on Ethics after the anonymous contribution made to the Town was voted upon after-the-fact without divulging to the Commission who the anonymous donor was prior to the vote. Mayor Dietch interjected that this relates to an item in the evening's agenda.

Mayor Dietch stated that Surfside is a great community and has a lot to be proud of. He noted that a resident mentioned to him that she had received an anonymous letter that was left in her mailbox. The Mayor noted that the resident was concerned with the content of the letter and that someone had trespassed on her property. Mayor Dietch stated that he shares this neighbor's concerns and would like to repudiate such act. He asked that residents to report receipts of anonymous letters to the proper authorities.

Mayor Dietch clarified a statement the Vice Mayor made to the Miami Sun Post regarding the Community Center. The Mayor expressed concern about the Vice Mayor's comments regarding a request for a forensic performance audit. Mayor Dietch noted that this was addressed more than six months ago. He noted that the Vice Mayor was advised of all kinds of audits and was asked to come back to the Commission, but nothing has come forward from the Vice Mayor. Mayor Dietch also expressed concern that the Vice Mayor omitted a distinction between the past Commission and the present Commission in that there has been neither corruption nor incompetence. Vice Mayor Graubart noted that the Sun Post sent seven questions, which he answered. He further stated that the newspaper pulled out what they wanted to print. He added that the forensic audit he was referring to was for the amount of money that went into the project prior to the present Commission. He added that he feels that the Town's residents deserve a full accounting of how much the Community Center cost.

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

Commissioner Olchyk requested to pull the following items: Pg 1, Budget to actual – requested explanation on the Resort tax, police forfeiture fund and municipal parking. Pg 5 – requested to know why the issue regarding dogs and cats is still being developed as an ordinance. Number 12 – requested explanation on the education program on the tourist tax program. Requested to know why administration is moving ahead with the bike racks and not the other items. Pg 7 - #19 Requested information on the leaning poles. Pg 99 – Request information on how this will affect the opt out pension plan.

Commissioner Michael Karukin requested to pull the following items: Item 5, pg 4 – Red light camera.

Commissioner Kopelman requested to pull items: Pg 5, #8 – Community garden. Pg 5, #12. Pg6, #17 – electric car charging stations. Pg 8, #25 – Bike rental stations. Pg 10, #35 – kite surfers.

Vice Mayor Graubart requested to pull the following items: Pg 4, #5 – Red light cameras. Pg9, #31 – short term rentals. Pg 15 – American Enterprise Bank vs. Bishop Partners. Pg 17 – Community Center project close-out. Pg 33 – hanging baskets.

Town Manager Roger Carlton noted that when discussing item 9(B) regarding the FDOT repaving program, they also need to discuss the contribution the Town needs to make to upgrade the crosswalks.

Commissioner Olchyk made a motion to adopt the consent agenda. Commissioner Karukin seconded the motion. The motion carried unanimously.

F. Community Notes – Mayor Daniel Dietch

Mayor Dietch mentioned the following community notes:

- Welcomed Officer Jonathan Alvarez to the Police force.
- Eye on Surfside Crime prevention program – the next meeting will be July 19th at 6 pm.
- Commended Chief Allen for the Bike with the Chief initiative
- Announced community blood drive on August 15th
- Surfside/Bay Harbor/Bal Harbor farmers market – will take place in Surfside this Sunday
- Session 2 of Learn to swim program is open for registration. Program begins Aug 2nd
- Pool hours of operations are available.

Vice Mayor Graubart announced, from the Tourist Board, about the Surfside Spice at local restaurants.

G. Employees of the Quarter Tim Milian, Paul Gioia, Bill Evans – Roger M. Carlton, Town Manager

Roger Carlton, Town Manager announced the employees of the quarter. He noted that these are employees who have gone beyond what is expected of them. He announced that the employees of the quarter are Parks and Recreation Director Tim Milian, Building Director Paul Gioia and Public Works Director Bill Evans. Roger Carlton, Town Manager added that they were selected due to their work in getting the Community Center open on time.

H. Police Officer of the Month Antonio Mesa -David Allen, Chief of Police

Chief Allen presented the Police Officer on the Month Commendation to Officer Antonio Mesa. Chief Allen noted the Officer Mesa spotted a car with a suspicious individual. He arrested the individual on a DUI. After additional investigation, Officer Mesa discovered that the suspect was on probation for burglary and had an extensive criminal history. He added that during the search two firearms, one of which was stolen, were discovered. The Chief also added that Officer Mesa made two felony arrests for fraud in June.

2. Quasi-Judicial Hearings (None)

3. Consent Agenda

- A. Budget to Actual Summary as of April 30, 2011 – Martin Sherwood, Finance Director**
- B. Town Manager’s Report (Points of Light) – Roger M. Carlton, Town Manager**
- C. Town Attorney’s Report – Lynn M. Dannheisser, Town Attorney**
- D. Projects Progress Report – Calvin, Giordano and Associates, Inc.**
- E. Miami-Dade Fire Rescue Report – Roger M. Carlton, Town Manager**
- F. Beautification Committee Meeting June 13, 2011 Notes- Commissioner Marta Olchyk**
- G. Supporting and Endorsing South Florida Parks Coalition Charter – Mayor Daniel Dietch**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, SUPPORTING AND ENDORSING THE SOUTH FLORIDA PARKS COALITION CHARTER AND THE PRINCIPLES ON WHICH IT STANDS; PROVIDING FOR AN EFFECTIVE DATE.

Pulled Items:

Pg 1: Roger Carlton, Town Manager began the discussion on the Resort Tax. He noted that the Resort Tax is based on a combination of hotel services and some restaurant related services. He added that the taxes are collected by the state. He addressed the Resort Tax report and stated that it reflects the collections through April of \$77,600 in revenue. Chief Allen then explained the Police Forfeiture fund. He noted that the money received is divided and shared between different agencies and can only be used for certain items. The Chief stated that the money is used to fund crime prevention

programs, to purchase police equipment, laptops, K-9, bicycles, ATVs, tasers, firearms, etc. Roger Carlton, Town Manager then spoke about the Parking fund. He noted that it is not generated through property taxes. He added that the fund has done very well since the new meters were installed. Roger Carlton, Town Manager noted that the expenses incurred include the purchase of new parking lot and for improving the 95th Street lot.

Pg 4, #5: Commissioner Karukin mentioned that he requested an accounting of what the Town's revenues are from the red light cameras. Roger Carlton, Town Manager stated that the amount provided is the Town's share and the expenses are being covered. He added that a complete report will be provided in August. Vice Mayor Graubart asked for a quarterly report on this item going forward. He added that the Town has the option to cancel the contract based on advice of the Town Manager and Chief.

Pg 5, #8: Commissioner Kopelman inquired how many plots are planned, the cost and if they are self-sustaining. Mayor Dietch mentioned that the Town's contribution is the land at the pump station. He added that the Commission approved seed money to get it going and then it will be self-supporting. The Mayor mentioned that if the Town cannot get a Garden Club to take over the project, the initiative will lose his support. Roger Carlton, Town Manager suggested September 30th as a deadline for the Garden Club. The Commission agreed.

Pg 5, #11: Commissioner Olchyk mentioned that she thought that the Commission would have a feral cats and dog ordinance this month. Town Manager, Roger Carlton added that he met with a very knowledgeable individual on this issue and shared ideas. He noted that he will report back to the Commission next month with a program and an ordinance amendment that will help get the issue under control in a humane and acceptable way. Vice Mayor Graubart asked that it focus in the Community Center area.

Pg 5, # 12: Commissioner Olchyk inquired about the Resort Auditor program and the education process. Roger Carlton, Town Manager spoke about the recent change to the Resort Tax ordinance and noted that it is a broad base and systemic change in how the taxes are collected. He added that rather than just imposing the changes, several months of education are needed for the businesses.

Pg 6, #15: Commissioner Olchyk inquired as to why the bike racks were given priority over the bus shelters and benches. Roger Carlton, Town Manager mentioned that the bike racks are very inexpensive and the other items are much more. He added that he can reprioritize and suggest other funding sources for these items.

Pg 6, #17: Commissioner Kopelman inquired about this item. Mayor Dietch stated that Sunny Isles is not participating and Miami Beach is issuing an RFP. He mentioned that the Town, at no cost, would be helping to build the infrastructure for electric vehicles.

Pg 7, #19: Commissioner Olchyk mentioned that she thought the Commission would be provided with photos of the leaning electrical poles. Bill Evans, Public Works Director stated that a P&R intern is working with him in inventorying all the leaning poles. He noted that a photographic record of each will be gathered along with the leaning degree to

be presented to the Commission and to the pole owners. Roger Carlton, Town Manager suggested that Bill Evans, Public Works Director meet with the pole owners and then report back to the Commission.

Pg 8, #25: Commissioner Kopelman spoke about the bike racks with bikes for rent on Lincoln Road. He stated that they were not been used very much and noted that he is opposed to these bikes in Surfside if they are going to have a cost to the Town.

Pg 10, #35: Commissioner Kopelman expressed concern about the safety of kite surfers. He spoke about the accident he witnessed between a kite surfer and a jet ski.

Pg 9, #30: Vice Mayor Graubart inquired about the short term rental education program and how the program would curtail the short term rental.

Pg 15: Vice Mayor Graubart inquired about the American Enterprise Bank v Bishop Partners. Ms. Dannheisser noted that the Town was sued as a defendant in this foreclosure suit. She noted that there is a title error and she is trying to get the Town out of the case.

Pg 17: Vice Mayor Graubart expressed concern about the 210 items on the Community Center close-out punch list and the 30 days the sub-contractors have to address the issues. Roger Carlton, Town Manager stated that the punch list is essentially done. He added that once Paul Gioia certifies that the life safety things are fixed, the building becomes essentially complete.

Pg 33: Vice Mayor Graubart noted that the City of Miami Beach takes down their hanging baskets seasonally and suggested that Surfside do the same. Commissioner Olchyk expressed concern about the cost and the maintenance of the baskets and spoke against the issue. She added that the Beautification Committee already discussed this.

Commissioner Kopelman made a motion to approve the items that were pulled from the consent agenda. Commissioner Karukin seconded the motion, which carried unanimously.

4. Ordinances

A. Second Readings (Ordinances and Public Hearing)

1. Repeal of Moratorium – Lynn M. Dannheisser, Town Attorney

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.

[This Ordinance repeals the moratorium on downtown uses that are non-retail, non restaurant and acknowledges a package of recommendations from the Downtown Vision Advisory Committee.]

Town Clerk Debra Eastman read the ordinance by title.

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

Roger Carlton, Town Manager stated that this ordinance is a compromise worked by the Downtown Vision Committee and discussed by the Planning Board and on first reading by the Commission to rescind the moratorium.

Mayor Dietch opened the Public Hearing. Seeing none, the Mayor closed the Public Hearing.

The motion carried unanimously on roll call.

2. Special Events Permit – Lynn M. Dannheisser, Town Attorney
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA CREATING CHAPTER 35 “EVENTS” AND ARTICLE I “SPECIAL EVENTS” AND SPECIFICALLY CREATING SECTIONS 35-1 “PERMITS FOR SPECIAL EVENTS”, SECTION 35-2 “EXEMPTIONS”; SECTION 35-3 “ENFORCEMENT AND SPECIAL EVENTS RECYCLING”; AND 35-4 “COORDINATION WITH TOWN POLICE DEPARTMENT” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

[This Ordinance requires the issuance of permits for special events in order to regulate and address issues such as additional policing, imposition of bonds or insurance coverage, traffic and noise.]

Town Clerk Debra Eastman read the ordinance by title.

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

Vice Mayor Graubart inquired about how this ordinance will affect the residential neighborhoods west of Harding Ave. Roger Carlton, Town Manager noted that it does not indicate any special events west of Harding, but noted that it does tighten

the rules about what is required.

The Mayor opened the Public Hearing. Seeing none, the Mayor closed the Public Hearing.

The motion to approve the ordinance carried unanimously on roll call.

3. Vacant Storefronts - – Lynn M. Dannheisser, Town Attorney

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING CHAPTER 14 BUILDINGS AND BUILDING REGULATIONS; SECTION 14-52 COMMERCIAL STANDARDS ESTABLISHED RELATING TO THE APPEARANCE OF VACANT STOREFRONTS; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

[This Ordinance provides for the installation of regulated window coverings in vacant storefronts designed to give an appealing and uniform appearance.]

Town Clerk Debra Eastman read the ordinance by title.

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

Vice Mayor Graubart mentioned that Coral Gables shows something more pertinent to downtown dining. He noted that he would like to see silhouettes that represent something more of a vibrant district.

Commissioner Olchyk noted that the Beautification Committee did not want to have figures of people.

The Mayor opened the Public Hearing.

Barbara McLaughlin agreed that something more attractive than what the Beautification Committee recommended is in order. She suggested that it should be an image of an active storefront.

Mayor Dietch closed the Public Hearing.

The motion carried unanimously on roll call.

4. Newsracks – Lynn M. Dannheisser, Town Attorney

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 14 “BUILDINGS AND BUILDING REGULATIONS” AND SPECIFICALLY ARTICLE III “PROPERTY MAINTENANCE STANDARDS”; CREATING SECTION 14-

57 “NEWSRACKS ON PUBLIC RIGHTS-OF-WAY” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

[This Ordinance regulates the size, placement and appearance of newsracks throughout the Town for aesthetic and safety purposes.]

Town Clerk Debra Eastman read the ordinance by title.

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

Vice Mayor Graubart expressed concern with small start-up papers being unduly burdened. Roger Carlton, Town Manager noted that if this is a concern of the Commission, criteria can be created, but noted that the goal is to have a better look for the Town.

The Mayor opened the Public Hearing. Seeing none, the Mayor closed the Public Hearing.

The motion carried unanimously on roll call.

- 5. Retirement Plan Opt Out – Roger M. Carlton, Town Manager**
AN ORDINANCE AMENDING THE CODE OF THE TOWN OF SURFSIDE; RELATING TO THE RETIREMENT PLAN FOR EMPLOYEES OF THE TOWN OF SURFSIDE; AMENDING SECTION 2-171 OF THE CODE TO REVISE THE DEFINITION OF EMPLOYEE TO PERMIT CHARTER OFFICERS TO OPT OUT OF THE PLAN; AMENDING SECTION 2-174 TO CREATE A MECHANISM FOR CHARTER OFFICERS TO OPT OUT OF THE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

[This Ordinance permits Charter Officers to opt out of the Town’s pension plan. Both Charter Officers have previously contractually opted out. This codifies a situation already in place.]

Town Clerk Debra Eastman read the ordinance by title.

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

Roger Carlton, Town Manager stated that the Town Manager and the Town Attorney have agreements and have already opted out. He added that this is making

official something that is already in place and is at no cost to the Town.

The Mayor opened the Public Hearing. Seeing none, the Mayor closed the Public Hearing.

The motion carried unanimously on roll call.

B. First Readings Ordinances
NONE

5. Resolutions and Proclamations

A. Proposed Ad-Valorem Budget Millage for Fiscal Year 2011-2012 – Roger M Carlton, Town Manager Page 104-109

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, DETERMINING A PROPOSED OPERATING MILLAGE RATE, DETERMINING THE CURRENT YEAR ROLLED-BACK RATE; ESTABLISHING THE DATE, TIME AND PLACE FOR THE FIRST AND SECOND PUBLIC HEARINGS AS REQUIRED BY LAW; DIRECTING THE TOWN CLERK TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER OF MIAMI-DADE COUNTY PURSUANT TO THE REQUIREMENTS OF FLORIDA STATUTES AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE FOR THE STATE OF FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Debra Eastman read the resolution by title.

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

Roger Carlton, Town Manager explained that this resolution sets the millage that was recommended during the budget workshop. He noted that the millage is 5.5000, which is lower than the previous year. Roger Carlton, Town Manager mentioned that there have been changes. He noted that the Property Appraiser has given the final roll and the property values in Surfside increased. He further added that the State of Florida Department of Revenue projected no net changes in their June revenue projection report. Roger Carlton, Town Manager also noted that the Town is looking at an increase of about 5% in sewage charges for which the Town anticipated would have no increase. He mentioned that the rate stabilization fund can absorb that additional cost without the need to increase the water and sewer rates to the residents.

Roger Carlton, Town Manager spoke about the electric franchise revenues from FP&L.

Roger Carlton, Town Manager spoke about the Agent of Record, Mr. Stan Bershard and noted that Mr. Bershard feels that the Town could have a significant rate increase. He noted that once the Town knows what the actual increase will be, there are other options for medical insurance.

Roger Carlton, Town Manager also mentioned that there is \$65,000 worth of uncollected parking tickets in Surfside. He suggested increasing collection efforts.

Roger Carlton, Town Manager stated that when the Commission approves the 5.5000 millage rate, the County will be advised so that it can proceed to print the TRIM notices. Roger Carlton, Town Manager noted that after this is done the Town can decrease the millage, but cannot raise it without extraordinary notices or votes. Vice Mayor Graubart opined that the millage rate could be lowered. Commissioner Karukin mentioned that he feels comfortable with the millage rate. He noted that he had asked for a reduction in the budget of \$169,500, but realizes that the process is ongoing and changes. Commissioner Olchyk asked if expenses are cut, will the millage be lowered. Roger Carlton, Town Manager noted that cutting the budget would indicate putting the savings into the reserves and would not lower the millage rate. Vice Mayor Graubart mentioned that the millage rate is lowered from 5.63 to 5.5, but the cost of living has gone up.

The motion to accept the millage rate of 5.5000 carried 4 to 1 on roll call with Vice Mayor Graubart dissenting.

B. Expansion of Gambling Initiative –Mayor Daniel Dietch

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, OPPOSING ANY INITIATIVE TO AMEND FLORIDA’S CONSTITUTION TO ALLOW CASINO GAMBLING IN SURFSIDE; PROVIDING FOR AN EFFECTIVE DATE.

Mayor Dietch mentioned that the past Legislative Session discussed gambling areas. The Mayor wants that it be crystal clear that the Commission is opposed to gambling in the Town of Surfside and the State of Florida.

Commissioner Karukin made a motion to approve the resolution. Commissioner Kopelman seconded the motion. The motion carried unanimously with Vice Mayor Graubart being absent.

6. Good and Welfare

Mayor Dietch mentioned that the Commission is limited in discussing certain matters concerning the Young Israel case since it is currently in litigation.

Doreth Weintraub spoke in favor of Young Israel and mentioned that she has been a member of the Young Israel Congregation for eight years. She spoke about what having

a home for the community of congregants means to her. She added that Rabbi Bromstein and his family are helping to build a better community.

Jennifer Zewid stated that she is not a member of the Congregation, but spoke in favor of Young Israel. She spoke about this having been a ten year battle and stated that a Temple will be built there on the site somehow.

Leon Braum spoke in favor of Young Israel and briefly spoke about the history of Young Israel and their legal battle.

Rabbi Moshe Bromstein stated that he was voicing his disappointment in Surfside. He spoke about past litigation and that his Congregation has been as accommodating to the Town as possible. He added that his Congregation has sued Surfside for \$5 million. He opined that the Town will not win and asked the Town to come together with Young Israel and spare the Town the expense and asked the Commission to allow the construction of the House of worship.

Max Deckelbaum spoke in favor of Young Israel and asked if the Town and citizens have been notified of the 8-page Court document.

Soloman Emed stated that he is not affiliated with the Young Israel Congregation, but questioned why the Town is denying Young Israel the building of the Temple.

Adrian Wanderbrum spoke about the beauty of Surfside. She added that when Orthodox people move to an area, property values increase. She spoke in favor of building the Young Israel Synagogue and spoke against using tax money in the litigation.

Peter Neville stated that he is disgusted with what he is hearing.

Barbara McLaughlin opined that the last two Town meetings have not been very successful. She suggested changing the name to Residents Town Meeting and the Commissioners and Committees should be present to discuss things with residents. She further added that the agendas should be advertised in advance.

Mayor Dietch stated that the Town was sued and it is the Commission's responsibility to defend the Town. He added that he has not heard anyone on the Commission state that Young Israel does not deserve a home in Surfside, despite what is alleged in the complain or the motion to dismiss. Mayor Dietch stated that the land that Young Israel land has restrictions. He added that the Town has done extraordinary things by creating RLUIPA overlay, but there are still underlying zoning that must be followed. The Mayor expressed concern that the members of the Congregation feel that the Commission is doing something that is offensive. He added that he would never deny anyone the right to worship, but under the same rules that any party would be held to. He stated that he is committed to solutions.

Town Attorney Lynn Dannheisser stated that contrary to the past and past administrations that did not invite Young Israel to the community, this Commission and the past

Commission drafted the zoning ordinance so that Young Israel could come to the community and drafted their maps around the parcel. She added that size is the sole issue. Ms. Dannheisser noted that the court issued an order not granting the motion to dismiss. She added that the court is obligated to look at Young Israel's complaints and allegations that were made such as that the Town Commission voted "not to have a synagogue in Surfside" and despite recommendations one Commissioner voted against amendments because "another synagogue in Surfside brings no benefit to the Town". Ms. Dannheisser stated that no record of such comment can be found, but if a court takes the allegations as truth, they will move forward. Ms. Dannheisser stated that she is happy to see members of the Shul present because the Town has been puzzled as to why the issue has not been resolved. She added that Young Israel has been invited to the Town and the only issue is the size of the Shul, not whether or not it can exist or whether or not it is welcome. She added that the Town has certain constraints such as the Charter and Zoning Ordinances and noted that if they work together they can resolve it, but if not the courts will have to result it.

Commissioner Olchyk stated that she tries to makes her decisions on issues based on the rule of law and what she thinks is the best thing for the Town in a sincere and ethical way.

Jack Gluck stated that he worked with the Town Attorney for two and a half years and spent a long time trying to make the situation amicable for both sides. He added that his Congregation believes that Young Israel brings a benefit to the Town of Surfside. He stated that the property that Young Israel purchased was designated for public assembly. He noted that in using the current zoning code, the building could only hold 13 people. He noted that the Congregation has 172 members. Mr. Gluck asked the Town to not say that they are allowing Young Israel to build a synagogue because that is not correct. Mr. Gluck also stated that he was present at the meeting when one of the Commissioners stated that another synagogue would bring no benefit to the Town.

Commissioner Kopelman stated that he did not want to discuss the matter in detail because the Town is in litigation, but noted that he has friends in the Congregation and added that it hurts him deeply to be in the middle. He added that he was elected to serve the Town and the chips have to fall where they do and the Commission has to go by the charter and zoning codes.

7. Town Manager and Town Attorney Reports

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

8. Unfinished Business and New Business

NONE

9. Mayor, Commission and Staff Communications

A. Community Center Fee Structure for Non Residents – Commissioner Marta Olchyk

Commissioner Olchyk mentioned that the new Community Center has been very well accepted. She noted that she has been approached by residents who wish to bring guests to the Community Center. Commissioner Olchyk proposed that the Commission look into this so that the residents and guests could use the center right away. She suggested reviewing the fee structure. Commissioner Kopelman noted that Mr. Milian, Parks and Recreation Director will present a study on this issue to the Commission in September.

Mayor Dietch spoke about the Community Center's hours of operation and noted that some residents would like to keep it open until 8pm in the summer. Commissioner Olchyk also suggested opening earlier. Tim Milian, Parks and Recreation Director noted that they have many activities going on and this could be a staffing issue. Mayor Dietch noted that this can be addressed down the line.

B. Collins Avenue Sewer Main Project Traffic Management Plan- Roger M. Carlton, Town Manager and Assistant Police Chief John Di Censo

Roger Carlton, Town Manager spoke about the Collins Ave force main project and its impact on traffic. He noted that for a number of months this will have a significant impact on the traffic flow through Surfside.

Bill Evans, Public Works Director stated that this is a directional boring job with the City of Bal Harbor. He added that there will be 60 days of impact. Bill Evans, Public Works Director also stated that there will be 4 or 5 bore pits in the Town, which will encompass 2 lanes of traffic. He added that the far west lane and the parking lane will be utilized as through lanes. Bill Evans, Public Works Director mentioned that the workers will drill and pull pipe at night and when the bore pits are drilled, the road will be completely re-established to include final paving and traffic striping for the lanes. He added that the bore pits will be located at 96th Street, between 94th and 95th Street, 93rd Street, 90/89th Street and another possibly at 88th Street.

Bill Evans, Public Works Director noted that Bal Harbor has put out an RFP to hire a Public Relations firm to handle all concerns and questions regarding the project and traffic. He noted that the project should be commencing in two weeks. He added that Miami Beach will be providing a staging area from 87th to 78th Street.

Bill Evans, Public Works Director explained that the directional boring consists of drilling 25 feet underneath the pavement and pull a new line in, which will provide a new sewer force main.

Commissioner Karukin asked how long each pit will be open. Bill Evans, Public Works Director responded that the will be open 7 to 10 days. He noted that issues such as residents moving to and from condominiums should be sent to the PR so that accommodations can be made. Commissioner Olchyk inquired about who is paying the PR firm. Roger Carlton, Town Manager stated that it is part of the shared project cost with Bal Harbor.

Chief Allen mentioned that there will be an off-duty police officer present on the job site 24/7.

Commissioner Kopelman inquired about the noise. Bill Evans, Public Works Director mentioned that there will be noise associated with pulling the pipe.

Roger Carlton, Town Manager mentioned that the item will be on the agenda every month to keep the Commission and residents are updated.

Roger Carlton, Town Manager mentioned that once the pipe project is finished, the state will come in with a major repaving of Collins Ave from Surfside's Southern limits to 96th Street and through the business district. He noted that this Commission approved \$140,000 to do the new and better crosswalks on Harding. He added that the same crosswalk upgrades will be made for the rest of the project. He noted that through extreme negotiations by Bill Evans, Public Works Director, the cost of doing all the crosswalks along Collins will be \$225,000. Roger Carlton, Town Manager stated that the Town needs to make the advanced payment and noted that the money is in the PTP Fund. He asked for authorization to make the payment and noted that he will bring a resolution to the Commission next month.

Commissioner Kopelman made a motion to approve the payment. Commissioner Karukin seconded the motion. The motion carried unanimously.

C. End of Session Report- Fausto Gomez, Legislative Consultant

Town Lobbyist, Mr. Fausto Gomez opined that this has been the worst legislative session he has been involved in. He noted, however, that Surfside had an exceptional year. He mentioned that the Town was able to secure a \$100,000 grant for sewer rehabilitation. Mr. Gomez provided a report of various legislative actions.

D. Streetscape –Tree lined – Tree Canopy for 88th, 95th streets and Surfside Boulevard Vice Mayor Joe Graubart

Vice Mayor Graubart noted that a member of the Beautification Committee expressed wanting to see more treescaping. Commissioner Olchyk stated that the person the Vice Mayor is referring to presented the idea to the Beautification Committee and the idea was turned down. She added that this person mentioned that he would send the Vice Mayor an e-mail informing of the decision. Commissioner Olchyk added that the committee felt that this would involve singling out one section of Town over the others. Vice Mayor Graubart suggested using Surfside Blvd as a model of what the streetscaping could be like in Surfside. Roger Carlton, Town Manager noted that there are additive alternates in the sewer project and when the bids came in the oversight committee for water/sewer/ storm drainage and their recommendation was to wait until about a year into the project to see how the contingency account was

doing. Roger Carlton, Town Manager further noted that the developer of the Beach House Hotel has agreed to make a very significant contribution to the upgrade and beautification of 95th Street. Roger Carlton, Town Manager stated that he asked the Town Clerk to check through the Town's records to see if the commitment from Indian Creek is codified anywhere. He noted that it cannot be found. He added that the managers meet every month and he will bring up the idea to see if there is any interest. Roger Carlton, Town Manager stated that he will keep the issue open as a point of light.

E. Contributions/Donations/Gifts accepted by the Town of Surfside- Vice Mayor Joe Graubart

Vice Mayor Graubart stated that he sent an e-mail to the Director of the Miami-Dade County Commission on Ethics, Tuesday, June 23rd, asking about donations and contributions to a Town. He added that he sent follow-up e-mail advising that he was not sending the e-mail with the intention of submitting a complaint against anyone. He noted that the Town Manager thought that he was doing this for a horrible reason. Vice Mayor Graubart opined that the Town Manager overstepped his boundaries by including it in an agenda item that he must respond to as Vice Mayor and long-time resident. Vice Mayor Graubart noted that at the last meeting, during the discussion on the fireworks item, the Town Manager mentioned that there was a sponsor for the fireworks, who would be delivering a check and then requested a motion to accept the donation. Vice Mayor Graubart summarized the discussion on the item and indicated that the manager had known the identity of the donor since May and should have disclosed the identity. Vice Mayor Graubart added that the Commission was not told, on the night of the vote, the identity of the donor. He added that he only became aware of the donor's identity when he received a copy of the brochure.

Vice Mayor Graubart read the following statement into the record: "Mr. Town Manager, first the contribution was presented to the Commission as an anonymous donation and voted upon as an after-the-fact approval. This without, as far as I know, divulging to any of us whom the donor was before we voted on it. Second, I only learned the contribution was being given to the Town by a developer to soon come before this Commission, the Planning and Zoning Board and Development Impact Committee looking for approval to build a beachfront hotel three days after the Commission meeting vote when reading it in the Grand Opening Brochure. Had I known this, I believe that others would have been more than concerned and perhaps, hopefully followed Commissioner Olchyk's leadership by questioning the identity and the potential conflicts involved in this type of transaction. I believe Commissioner Olchyk and I particularly would have voted "No", perhaps along with others. You have attempted to berate and humiliate me for simply going to an outside source, the Commission on Ethics, for advice. Shouldn't we all be open to advice from others on what is right or wrong? I think so. I am troubled by my vote and I remain even more troubled by the vitriolic and divisive response you have chosen to make. It is not only uncalled for and disrespectful, it indicates your desire to set policy, to determine who you want and do not want to sit up here by politicizing a matter that needs to be addressed. My fellow residents, I only brought this matter up of accepting anonymous checks and donations up this evening as an agenda item to have an open discussion

about establishing policies and procedures for accepting contributions, donations in the future especially when considering the statement on the Ethics Commission website gifts can create an appearance of impropriety and contribute to the erosion of the public's trust. Mr. Manager, I believe you owe me an apology. May I remind you that the organizational chart, the Town's government structure, clearly indicates that the Mayor and Commissioners work for the residents and the Town Manager and Town Attorney, both, work for us – the Commission. Once again, you owe me and the community an apology. Thank you.”

Commissioner Olchyk asked the Roger Carlton, Town Manager to include her in his apology as well.

Mayor Dietch questioned what would come out of this that could be productive and expressed concern about the matter escalating. He further noted that if the Vice Mayor's goal is to establish policies, he did not need to go through this because it only raises more questions. Vice Mayor Graubart reiterated that he wanted to learn more on the issue.

Commissioner Olchyk mentioned that she would have liked to have known the identity of the donor, although she would have voted the same way since the Manager informed the Commission that they would not be in any situation where the Commission would be obligated to this individual. Commissioner Olchyk also noted that she did not like to vote on something that had already been approved. She added that in the future, if an item appears to possibly give the Commission a conflict of interest, the Commission will ask the Manager for specific details as to why the money was accepted.

Commissioner Kopelman read a section of Vice Mayor Graubart's e-mail to Mr. Myers that he expressed concern about. He noted that the Town may be accepting \$450,000 for the same individual, who is spending money on property to build a hotel. Commissioner Kopelman opined that the gentleman will be a model citizen for the Town.

Roger Carlton, Town Manager responded that each time a request for a conflict of interest is issued to the Ethics Commission, a file is created, open to the public, attached to his name forever more. He added that regardless of the outcome, the website will show that a question was raised by a Commissioner about something he was a participant in. He noted that that rides with him after forty years of ethical behavior in the community. Roger Carlton, Town Manager stated that the information that was given to the Ethics Commission was inaccurate and had no information about what the Commission had discussed. He added that they wrote an opinion stating that they have dealt with the situation before and find nothing wrong. Roger Carlton, Town Manager stated that if anyone has any questions about a conflict of interest from the administration, they should bring it up in a public meeting rather than do it individually and put a black mark on somebody's name. Roger Carlton, Town Manager mentioned that Mr. Murray approached him about doing something for the Town and he suggested doing something for the Community Center opening. He

further noted that the contribution saved the Town \$15,000. Roger Carlton, Town Manager also mentioned that the Town will get more from this development in upfront, off site cost than any other development in the history of Surfside.

Roger Carlton, Town Manager stated that his problem with this is that a record was created next to his name in the Commission of Ethics file, when any concerns should have been brought to the Commission for a decision on how precede.

10. Adjournment: The meeting adjourned at 10:52 p.m.

Accepted this ____ day of _____, 2011

Daniel Dietch, Mayor

Attest:

Debra E. Eastman, MMC
Town Clerk

TOWN OF SURFSIDE, FLORIDA
MONTHLY BUDGET TO ACTUAL SUMMARY
FISCAL YEAR 2010/2011
As of MAY 31, 2011

67% OF YEAR EXPIRED (BENCHMARK)

Agenda Item # 3B

Page 1 of 2

Agenda Date: August 9, 2011

GOVERNMENTAL FUNDS	ACTUAL	ANNUAL BUDGETED	% BUDGET	
GENERAL FUND				
REVENUE	\$6,982,144	\$8,817,819	79%	A
EXPENDITURES	\$5,130,862	\$8,817,819	58%	
Net Change in Fund Balance	\$1,851,283			
Fund Bal.-Beg. of FY(audited assigned+unassigned)	\$2,867,867			
Fund Balance-May 31, 2011	<u>\$4,719,150</u>			
RESORT TAX				
REVENUE	\$90,984	\$123,010	74%	B
USE OF RESTRICTED FUND BALANCE		\$19,800	67%	
EXPENDITURES	\$96,738	\$142,810	68%	
Net Change in Fund Balance	-\$5,754			
Fund Balance-Beg. of Fiscal Year (audited)	\$179,035			
Fund Balance-May 31, 2011	<u>\$173,281</u>			
POLICE FORFEITURE/CONFISCATION				
REVENUE	\$54,228	\$25,000	217%	C
USE OF RESTRICTED FUND BALANCE		\$20,000	67%	
EXPENDITURES	\$28,439	\$45,000	63%	
Net Change in Fund Balance	25,789			
Fund Balance-Beg. of Fiscal Year (audited)	\$71,825			
Fund Balance-May 31, 2011	<u>\$97,614</u>			
TRANSPORTATION SURTAX				
REVENUE	\$106,454	\$156,415	68%	D
USE OF RESTRICTED FUND BALANCE		\$80,285	67%	
EXPENDITURES	\$65,091	\$236,700	27%	
Net Change in Fund Balance	41,362			
Fund Balance-Beg. of Fiscal Year (audited)	\$416,500			
Fund Balance-May 31, 2011	<u>\$457,862</u>			
CAPITAL PROJECTS				
REVENUE	\$70,583	\$278,687	25%	E
USE OF COMMITTED FUND BALANCE		\$4,000,000	67%	
EXPENDITURES	\$4,145,319	\$4,278,687	97%	
Net Change in Fund Balance	(4,074,736)			
Fund Bal.-Beg. of FY(audited committed+assigned)	\$4,888,357			
Fund Balance-May 31, 2011	<u>\$813,621</u>			

NOTES:

- A. Timing Difference - FY 2011 ad valorem property tax revenues are remitted to the Town primarily from mid-November to March
- B. Timing Difference - Includes only the Oct-April resort taxes. May resort taxes are collected in June. However, the 4% bed tax collections are higher than anticipated and was increased in June with the mid-year budget resolution
- C. Forfeiture revenue fluctuates widely-the Town received a \$15,036 and a \$39,091 payment during the months of January and March, respectively. Higher than anticipated budgeted revenues was increased in June with the mid-year budget resolution
- D. Timing Difference - Includes only the Oct-April CITT revenues. May is not received until late August 2011
- E. Timing Difference - An ARRA grant reimbursement of \$131,000 is expected to be fully collected before August 31st.

ENTERPRISE FUNDS

ACTUAL

ANNUAL BUDGETED	% BUDGET
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WATER & SEWER

REVENUE	\$2,037,735	\$3,331,303	61%
USE OF NET ASSETS/LOAN PROCEEDS		\$8,138,300	67%
EXPENDITURES	\$1,289,846	\$11,469,603	11%
Change in Net Assets*	\$747,889		
Unrestricted Net Assets-Oct 1 (audited)	\$440,000		
Unrestricted Net Assets-May 31, 2011	<u>\$1,187,889</u>		

MUNICIPAL PARKING

REVENUE	\$403,942	\$305,600	132%
USE OF NET ASSETS		\$2,179,836	67%
EXPENDITURES	\$768,503	\$2,485,436	31%
Change in Net Assets*	(\$364,561)		
Unrestricted Net Assets-Oct 1 (audited)	\$2,043,034		
Unrestricted Net Assets-May 31, 2011	<u>\$1,678,473</u>		

SOLID WASTE

REVENUE	\$1,003,462	\$1,291,343	78%
EXPENDITURES	\$702,803	\$1,291,343	54%
Change in Net Assets*	\$300,659		
Unrestricted Net Assets-Oct 1 (audited)	\$77,491		
Unrestricted Net Assets-May 31, 2011	<u>\$378,150</u>		

STORMWATER

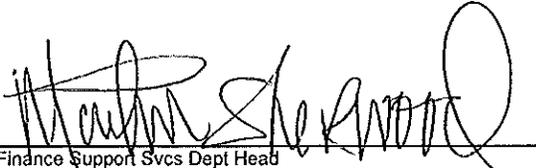
REVENUE	\$334,022	\$487,000	69%
USE OF NET ASSETS/LOAN PROCEEDS		\$1,353,442	67%
EXPENDITURES	\$135,156	\$1,840,442	7%
Change in Net Assets*	\$198,866		
Unrestricted Net Assets-Oct 1 (audited)	\$40,626		
Unrestricted Net Assets-May 31, 2011	<u>\$239,492</u>		

NOTES:(con't)

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

F. Underage due to delay in commencement of Infrastructure/Capital Outlay projects (\$8.1 mill for water/sewer, \$1.4 mill for stormwater, \$2.1 mill for parking)

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


Finance Support Svcs Dept Head


Town Manager



**Town of Surfside
Town Commission Meeting
August 9, 2011 - 7:00 p.m.**

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

**POINTS OF LIGHT
After Action Items**

1. Downtown Vision project

Current Status: The Downtown Vision Advisory Committee (DVAC) met for the ninth time on July 20, 2011. The Town Commission was presented with the vision recommendations as a package with the first reading of the ordinance rescinding the Moratorium Ordinance on June 14, 2011. Second reading, was adopted during the July 12, 2011 Town Commission meeting. The design of the DVAC recommendations relative to creating a plan for the alleys east and west of Harding and the design of a “wayfarer” signage program were approved on the June 14, 2011 Town Commission agenda as an element of the project to upgrade the parking lots town wide (95th Street upgrade and expansion is complete). There will also be a seven day parking count for the lots to determine demand and to take an initial look at the need for a garage at the Abbott lot. Another element of the vision is to underground the utilities in the alleys. The combined Planning and Zoning/Design Review Board recommended the Grand Beach Surfside Hotel in a five to one vote. One of the conditions of the Development Order is a major financial contribution to the cost of undergrounding in the alley between 94th and 95th Streets.

As a next step in the process, the Town Administration has begun investigating a Business Improvement District implementation plan as part of the recommended vision. The downtown property owners are keen to start this initiative. Recommendations for discussion will be going before the Downtown Vision Advisory Committee at the next scheduled meeting Tuesday August 23, 2011 and then to the Town Commission at the September 13, 2011 meeting.

2. Land Acquisition

Current Status: Staff continues to monitor the Delgado property to determine if BankUnited has any interest in selling.

3. Water, Sewer and Storm Drainage project

Current Status: The contracts approved by the Town Commission have been signed. The project startup date will be August 9, 2011. Meetings were held July 25, 2011 and July 28, 2011 with City of Miami Beach officials regarding staging for the Collins Avenue project force main project. Negotiations with Bal Harbour Village continue regarding the final cost of Surfside’s share of the force main on Collins Avenue. Bay Harbor has asked to contribute to the project as a back-up to their line which appears to be feasible from an engineering standpoint. The selected vendor, Ric-Man International, for the project west of Collins has agreed to install the underground conduit for FPL and other utilities for the estimate of \$300,000. A new element has been introduced to the project based on

a nine year old agreement with Indian Creek to upgrade 91st Street (Surfside Blvd). Indian Creek will pay 50 percent of the cost up to \$175,000 (their share). Surfside's share will be provided in the cost of the water, sewer, and storm drainage project. We will have a mini competition with the pre-selected architectural/engineering vendors to complete the upgrade design and use the standards developed for other streets in the neighborhood as funds become available.

4. Community Center Concession Stand

Current Status: The agreement with David Jacobson, Import International LLC dba Surf Café, was approved retroactively on the June 14, 2011 Town Commission agenda. Mr. Jacobson has worked very hard to provide a quality product at a reasonable price. The breakfast offering has been discontinued due to lack of demand, however, the evening business exceeds expectations as many families are having “dinner out” at the Community Center while enjoying the two pools. This will be the last report on the concession until the Parks and Recreation Committee makes special event recommendations for review by the Town Commission. Item completed.

5. Red light cameras: Police Chief David Allen and Assistant Chief John DiCenso manage the implementation of Red Light Cameras program

Current Status:

Red Light Camera Safety Program

Citations issued through July 25, 2011 – 5,364 (215 more violations to be reviewed)

Revenue from inception to July 25, 2011 – \$201,061

Cost for lease of cameras and cost of mailing of certified letters from February 1 to July 25, 2011 – \$125,628

Net income for Town as of July 25, 2011 - \$75,433

Revenue budgeted in FY 10/11 - \$231,000

Revenue projected in FY 10/11 – \$324,025

Projected net income for FY 10/11 - \$93,025

88th Street and Harding Avenue – 1,304

88th Street and Collins Avenue – 490

90th Street and Collins Avenue – 503

93rd Street and Collins Avenue – 2,297

96th Street and Collins Avenue – 770

There were 148 citations set for court on August 2, 2011. 103 were found guilty, 20 were dismissed (predominately right turn on red or certified the owner was not driving); 25 were continued or not shows (licenses suspended).

Recurring cost - \$23, 750 per month (\$4750 per camera x five cameras). In addition, the Town averages approximately \$1500 per month in postage fees for mailing certified letters to violators. It should be noted that the agreement contains a “Most Favored Nation” clause which could result in reduced costs if the vendor enters into an agreement with another local government in Florida for more favorable fees than the Town currently has. We believe that has occurred with the City of Miami and

will enter negotiations with American Traffic Systems to ensure we are getting the best price in Miami Dade County.

Termination options - If the state statute is amended so as to prohibit the operation of the red light cameras; or if the court declares the cameras are invalid; or the vendor has infringed upon a third party's patent, trademark, or trade secret; or the vendor commits a material breach of any of the provisions of the contract; or vendor's non-payment of revenues. The Town signed a three (3) year agreement that began in February 2011 when the first Notice of Violation was issued.

Traffic Crash Analysis

2011: Four crashes (January to July)

1. 88th Street and Collins Avenue (careless driving) rear end
2. 96th Street and Collins Avenue (improper change of lanes)
3. 96th Street and Collins Avenue (careless driving)
4. 88th Street and Harding Avenue (red light)

2010: 6 accidents

1. 96th Street and Collins Avenue- (careless driving)
2. 96th Street and Collins Avenue (careless driving)
3. 96th Street and Collins Avenue (careless driving) hit & run
4. 96th Street and Collins Avenue (careless driving)
5. 88th Street and Harding Avenue (red light)
6. 88th Street and Harding Avenue (red light)

2009: 6 accidents

1. 88th Street and Harding Avenue (careless driving) rear end
2. 90th Street and Collins Avenue (hit & run) not cited
3. 90th Street and Collins Avenue (improper left turn)
4. 88th Street and Harding Avenue (red light)
5. 88th Street and Harding Avenue (red light)
6. 88th Street and Harding Avenue (red light)

This will be the last monthly report to appear on the agenda and reports will be quarterly in the future per the July 12, 2011 direction from the Town Commission. Staff will monitor the impact on ticket issuance resultant from the force main construction program on Collins Avenue and report to the Town Commission if necessary. Item completed.

6. Photo/Film Permit Program

Current Status: The Town Commission approved the Film and Photo Ordinance on second reading during the June 14, 2011 Town Commission meeting. Guidelines and an amended application form were set for use by the appropriate Town departments in early July. Outreach to the film/photo shoot

industry through local and state film offices has occurred. The advisory group will be established after the summer vacation season is over.

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

Current Status: After a number of meetings with Bay Harbor Islands, Bal Harbour and Sunny Isles Beach, it has been determined that the greatest opportunity for enhancement is to link with Sunny Isles Beach to allow our riders to use Sunny Isles Beach's route which goes to the mainland with stops at Aventura Mall, Mt. Sinai Medical Center North, Costco and the Aventura Publix shopping center. The details of this and an Interlocal Agreement which defines how their riders will be allowed to use our route to Mt. Sinai Hospital and how our riders will be allowed to use their route is presented to the Town Commission on the August 9, 2011 agenda.

8. Community Garden: Mayor Daniel Dietch

Current Status: A meeting with Town Staff, Ready-To-Grow and Surfside resident Randall Rubin was held on June 1, 2011 to discuss logistics and a timeline for the Community Garden's start-up, the formation of a resident Garden Club, and incorporating Endlessly Organic's contributions to this initiative. It was decided that a second meeting was needed by mid-June to finalize all details. Due to scheduling issues the follow-up meeting was pushed back to mid-July. The garden is scheduled for completion during September 2011.

Interested residents met on July 20, 2011 to initiate the formation of a non-profit Garden Club. This group was charged with forming the Club by August 3, 2011. Staff is set to meet with the Club at 7:00 pm on that evening to review the Club's formation and to address any further questions before proceeding with the implementation of the Garden. The Town Attorney is formulating an agreement between the Club and the Town for the use of the Garden. The Garden is still on schedule for implementation by September 30, 2011 if the Garden Club meets its August 3, 2011 requirements. This item will be "pulled" from the Consent Agenda by the Town Manager for a more detailed report on the outcome of the August 3, 2011 meeting.

9. Farmers Market: Mayor Daniel Dietch

Current Status: - The Surf-Bal-Bay Farmers Market began on Kane Concourse in Bay Harbor Islands on Sunday June 12, 2011 from 9 am – 3 pm. The market rotates between Bay Harbor Islands and Surfside every week.

The Surf-Bal-Bay Farmers Market was well attended on June 12, 2011 in Bay Harbor Islands. Despite extensive outreach and media coverage, the following market on June 19 in Surfside did not see the same level of patronage. The opening of the Community Center that day may have had an adverse effect on the attendance. More outreach to the communities will be conducted prior to the next two market dates which have been scheduled for Surfside, 95th St/Collins Avenue, July 3, 17, 31, 2011 and Bay Harbor Islands, Kane Concourse, July 10 and 24, 2011. August Schedule: Surfside August 14 and 28 and Bay Harbor Islands August 7 and 21, 2011. Since the effort is essentially private sector

with support from the municipalities, the collective participants will have to evaluate the effort for continuation in September 2011.

10. Fresh Produce Buyers Club: Mayor Daniel Dietch

Current Status: The club Endlessly Organic, a Surfside resident owned company, will distribute the bi-weekly produce to local subscribers from the breezeway of the new Community Center starting the first week of July. In exchange for the use of the space, Endlessly Organic will work with area farmers to provide seeds and mentoring to the Garden Club/Community Garden if that effort becomes a reality. Eventually programming at the Community Center will include healthy food cooking demonstrations provided by Endlessly Organic. Distributions were successfully conducted from the Community Center on July 12 and 26, 2011 with no inconvenience to the Center's patrons, operation or staff. Item completed.

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

Current Status: A detailed program appears as a separate item on this agenda. A new Litter Ordinance making the failure to dispose of cat feeding devices a violation is also included on this agenda. Regarding dog feces, 12 litter collection stands to be placed at locations to be determined are included in the FY 11/12 proposed budget.

12. Tourist Resort Tax Auditor program

Current Status: The resort tax ordinance was approved on second reading during the June 14, 2011 Town Commission meeting. The RFP to select the auditors will be advertised in early August 2011. The education program for the merchants will begin in August with full implementation scheduled for October 2011.

Since the last update, the Town is now seeking to pre-qualify a number of Resort Tax Auditors via a RFP set for advertising and selection by early September. The successful firms will form a bench of auditors from which the Town can choose to complete the individual audits.

Outreach to Surfside businesses affected by the new Resort Tax Ordinance will begin soon and the Front Office and Finance Departments are working with the Tourism Director to revise all collateral and "back of the house" procedures. The Town will be conducting door to door educational meetings with the affected businesses to review the new requirements and necessary registration forms as well as collect completed applications and fees. This is the first time we will be completing the business license tax process in the field, greatly improving customer convenience.

13. Document imaging and scanner software: This \$26,500 project was funded in the FY 10/11 Budget

Current Status: The contract for this equipment was awarded during the June 14, 2011 Town Commission meeting. The project will be installed over the summer and Mike Garcia will be assigned lead responsibility once the new code enforcement director is retained. When the required IT upgrades are accomplished the software will be installed and the training will commence.

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

Current Status: Town Manager Roger Carlton and Parks and Recreation Director Tim Milian have met to discuss the development of a comprehensive bicycle program for Surfside. Four bike racks will be installed. One rack is located at the Community Center and one at the 95th Street parking lot. Two others at locations to be determined. The schedule for installing the shelters which is a Miami Dade County responsibility is January 2012. Staff is working with County officials to accelerate this timeline.

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

Current Status: The RFP was approved with amendments on the June 14, 2011 Town Commission agenda and the RFP has been advertised. Bid opening is scheduled for August 22, 2011. Award is expected during the September 13, 2011 meeting.

16. Electric Car Charging Stations

Current Status: Sunny Isles Beach has chosen not to move forward with their RFP, therefore we will not pursue this initiative. Item completed.

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

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

18. Citizen's Academy: This program is similar to the Police Academy in that Surfside residents are given the opportunity to learn the roles and responsibilities of each department in an interactive and informal setting over a series of evening sessions.

Current Status: The Town is investigating the possibility of working with FIU's Metropolitan Center to develop a seven week program consisting of two hour sessions once a week. Surfside residents would attend sessions devoted to such items as the differences in governmental authority, how the Town operates (budgeting and services provided) and code enforcement. Further information will be provided once scheduling and costs are known. If the Town Commission concurs, this program could begin in Fall 2011.

19. Building Relationships between the Condo Residents and Single Family Homes

Current Status: The Tourist Bureau Director will work with Commission Kopelman to create programs and activities in the new Community Center that will bring the Town's two distinct communities together.

Ideas for such programs are also being investigated by the Parks & Recreation Committee. One member has met with a Surf Club member to discuss a possible event at the club. All programming will be reviewed and approved by the Parks & Recreation Director upon his assessment of the ability to initiate programming in the new center.

20. Senior Assistance Program

Current Status: The Police Department has contact information for their Seniors in Surfside Program that checks on their welfare and offer services from Miami-Dade County. The June Gazette advertised that there is a group of residents who will help seniors with chores or hurricane preparation. The contact information will be provided to Julia Magnani and Richard Iacobacci after the volunteers have completed an application and background check with the Human Resources Director. The Town Attorney will create a release of liability form for the volunteers and the homeowners. The Finance Director has determined that the volunteer activity/program is covered under the Town's insurance policy. However, there are expenses to adhere to a volunteer program (i.e. criminal background checks, \$40 per report and personal reference checks) additionally, project task supervision is recommended but cannot always be performed by a Town employee since the volunteer's activity will not be on Town property. This is an important program for our senior citizens who need assistance and we will continue the effort.

21. Feasibility of Surfside sharing Bal Harbour's street sweeper: Mayor Daniel Dietch

Current Status: The first cost estimate submitted by Bal Harbour was too high and negotiations to lower the price were unsuccessful. Public Works Director Bill Evans has negotiated a more reasonable price with Sunny Isles Beach and an Interlocal Agreement will be presented to the Town Commission in August. The cost will be \$12,000 annually for twice monthly service. An Interlocal Agreement between City of Sunny Isles Beach and Town of Surfside appears on the August 9, 2011 Town Commission agenda and service is anticipated to begin in September 2011.

22. Ceremony and Plaque Commemorating the Ten Year Anniversary of 9/11: Vice Mayor Joe Graubart

Current Status: The Police Department will coordinate this special event at the Community Center. Bal Harbour, Bay Harbor Islands, and Indian Creek Village will participate in the event. The Town Manager of Bay Harbor Islands (retired NYPD Commander on scene on 9-11-01) will be the guest speaker. There will be a multi-agency police honor guard to present the colors. The Miami-Dade Fire Rescue Department will have a ladder truck to display the American flag in front of the Community Center. The Fire Department will deploy its fire boat in the ocean behind the Community Center. Police Marine Patrol boats will also participate by the ocean side.

23. Bike Rental Station: Vice Mayor Joe Graubart

Current Status: The Town is investigating the feasibility of working with Deco Bike (www.decobike.com) to install bike rental station(s) like those installed on Miami Beach. A Commission Communication outlining the program appears in the August 9, 2011 Town Commission agenda package to receive direction from the Town Commission.

24. eReaders and Wi-Fi for the Community Center: Commissioner Ted Kopelman

Current Status: Based on a request from Commissioner Ted Kopelman, the Town will incorporate eReaders into the addition room of the Community Center. Furniture has been installed and patrons will be able to check out Kindle type devices. Further information will be provided once costs and operational procedures are established. At the June 14, 2011 Commission Meeting, Commissioner Kopelman and his wife Polly stated that they will donate two e-readers to this initiative. Outreach to the business community to sponsor subsequent e-readers has started with the help of Parks & Recreation Committee member Barbara McLaughlin. Staff is working with the Miami Dade Public Library system to determine their e-reader procedures applicable to Surfside.

The IT Department is working with the Parks & Recreation Director on the installation of Wi-Fi in the new Community Center.

25. Tenth Mile Markers on the Beach Walk Hard Pack: Mayor Daniel Dietch

Current Status: Tenth mile markers have been installed along the beach walk at the cost of approximately \$275. Item completed.

26. e-Waste Collection: Mayor Daniel Dietch

Current Status: Miami Dade County will not provide the service. Florida e-Waste Recycling has been contacted and they have agreed to provide a community pick up at Town Hall at no cost to the town starting October 2011. Notification will be provided in the Gazette and on the Town website.

27. FPL Electric and Cable Underground Conversion of Existing Overhead Service Lines

Current Status: In a recent meeting with FPL officials, it was determined that they would accept our contractor for the water/sewer/storm drainage project installing conduit that would be placed at intersections in the single family neighborhood to allow future undergrounding. FPL will provide the conduit. The \$69,000 cost of the study required by FPL will be included in the contract award for the water/sewer/storm drainage project which was approved during the June 14, 2011 Town Commission meeting agenda. This item will be incorporated in a monthly Water/Sewer/Storm Drainage report which will appear on each Town Commission agenda until the project is completed.

28. Resident Parking Program/Commercial Parking Program

Current Status: The Town Commission approved the amendments to the Resident Parking Program Ordinance during the June 14, 2011 meeting. The changes will be effective October 1, 2011. The new procedures have been developed for the Resident Parking Program. Residents will be required to

provide proof of residency and bring their vehicle registration. A new software program will be installed that will allow staff to better manage and track the issued permits. The number of permits will be limited to three (3) per address and there will be a \$10.00 fee per permit. The hang tag permits will be replaced with a static cling decal that will be affixed to the lower portion of the driver's side windshield by the resident. The license plate number of the registered vehicle will be written on the decal with a permanent marker.

Information about the Resident Parking Program will be published in the August Gazette, the Town website and on water bills. Registration for the 2012 Resident Parking Program will begin on Monday, August 22, 2011. Regarding the commercial parking program, there have been nine permits issued to date.

29. Short Term Rentals Ordinance

Current Status: Staff met with the Town Attorney to discuss implementing the ordinance which was adopted on second reading May 10, 2011. The implementation including a public information program will occur over the summer and will begin October 1, 2011 in conjunction with business license renewals. The matter was deferred at the July 28, 2011 Planning and Zoning Board meeting for further discussion during their August meeting.

30. New Crime Prevention Initiatives: Mayor Daniel Dietch

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

- Citizens Patrol – trained residents who will work directly with the Police Department to be the eyes and ears of the community and report suspicious activity. The training program has been developed. Recruitment and training will begin in the fall.
- Crime Watch – Eye on Surfside neighborhood watch signs installed in the residential area. The graphics are being created.
- Bike with the Chief – residents join the Chief and other police officers on a recurring bicycle ride through the residential area to get to know their Police Department and identify crime problems and quality of life issues. The first ride took place on July 7, 2011. The second is set for August 4, 2011.
- Crime Prevention Expo – a fair at the 96th Street Park to demonstrate to our residents the latest crime prevention techniques. The date for the Expo is October 2, 2011, 1pm -5pm. The location has been changed to the 94th Street and Harding Avenue parking lot.
- Crime Prevention through Environmental Design – landscaping, lighting, and physical barriers at the entrances to residential areas enhances safety and deters criminal activity. The entrance features to major streets will be designed by the same firm that is designing the “wayfarer” signs and the alleys east and west of Harding Avenue. Project implementation will not begin until the residents and the Town Commission are supportive of the designs.

A new program, “Survival Mindset for Women” is scheduled for September 20, 2011 from 6 pm to 9pm in the Commission Chambers. A community blood drive has been scheduled for August 15, 2011 from 11am -7 pm in the police training room. The Eye On Surfside crime prevention meeting is August 16, 2011 at 6 pm in the training room.

31. Urinating on the beach/ sea grapes

Current Status: The Police Department has not received any complaints of this nature. The police officers and lifeguards have been advised of this concern and will monitor. If observed, enforcement actions will be taken. Item completed.

32. Kite Surfers/beach safety concerns

Current Status: Recommendations from the Police Department and the Parks and Recreation Department were made to the Town Manager. The Police Department met June 21, 2011 with three representatives of the kite surfers (two are Surfside residents). There are eight in the group. We discussed the safety concern and they understand and wish to cooperate. The kite surfing season is over for them for the summer months. We suggested a designated area away from the beachgoers when the season returns. Other cities have these areas and the kite surfers police themselves. The area recommended is behind the undeveloped area of Surf Club where there are few beachgoers. It would be 100 yards wide and outside the buoy line. The Police Department will meet with the group and develop specific guidelines.

The Jet ski business is operated from the Howard Johnson Hotel, 8701 Collins Avenue. The two jet skis are properly registered and insured. The hotel has a certificate of use for water sports through the City of Miami Beach. The manager for the jet ski concession was requested to operate the jet skis south of 88th Street. Item completed.

33. Beach Concessions

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

The governing body for all activity taking place on the beach within Surfside and Bal Harbour is the State of Florida DEP. John Ripple, Beach Operations and Maintenance Supervisor for the Miami Dade County Parks and Recreation Department met with the Bal Harbour Village Manager who has expressed interest in seeing the County obtain this lease and in concert with the Village, develop a meaningful and worthwhile beach management and maintenance plan. It would be our intent to establish a mutually agreed to Surfside management plan with the Miami Dade County - Parks and Recreation Department should the lease with FDEP be secured. Developing procedures acceptable to the beach side property owners, the Town Commission and the staff will be a long process. There will be future reports on this effort and staff will be seeking input from all stakeholders.

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

13. Municipal parking lot renovation program: \$428,000 has been allocated in the FY 10/11 Budget for paving, sealing, restriping, concrete curb repairs, litter receptacles, improved lighting and landscaping and drainage services.

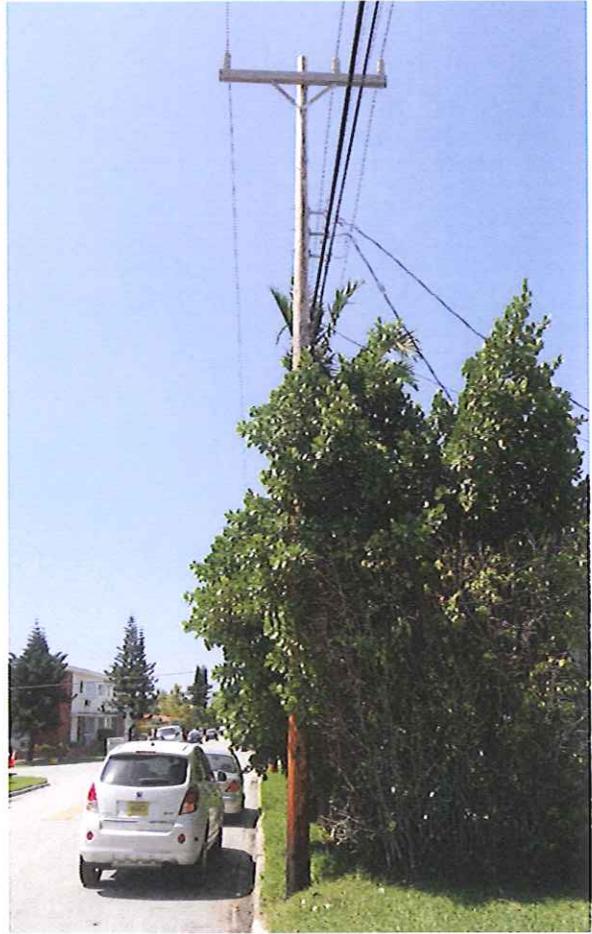
Current Status: This lot renovation and study of the Harding alleys and location identifier signs has been awarded to Florida Transportation Engineering, the firm recommended by the selection committee. This Points of Light will be incorporated in the Downtown Vision Points of Light in the future. Item completed.

18. Crossing Safely at 93rd and Collins/Harding

Current Status: Assistant Chief of Police John DiCenso, Public Works Director Bill Evans and Town Manager Roger Carlton met with FDOT pedestrian safety coordinator Carlos Sarmento to seek a pedestrian safety upgrade to the two intersections prior to opening of the Community Center. New pedestrian crossing warning signage and pedestrian crosswalk striping has been completed. The “time remaining” sign was adjusted for safer crossing. Staff will monitor the situation while the force main construction is underway on Collins Avenue and make adjustments as necessary. Item completed.



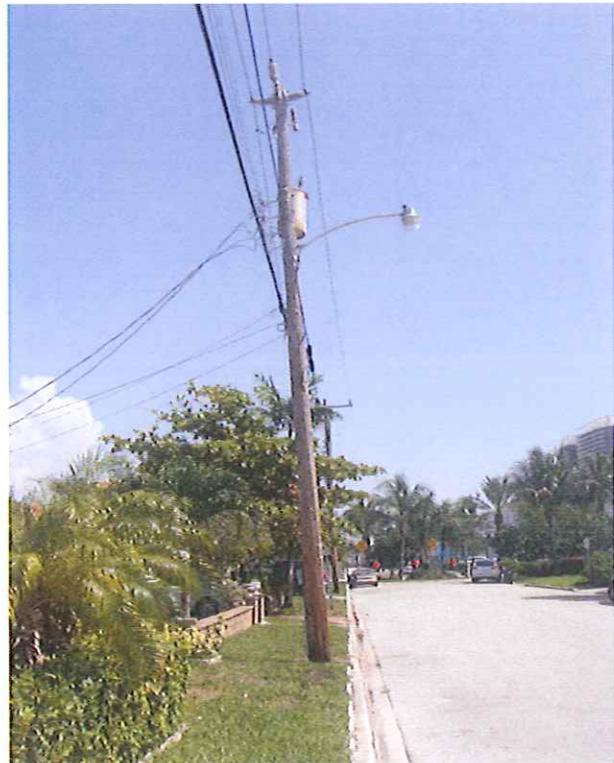
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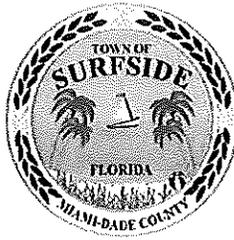
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9308 Abbott



9256 Abbott



TOWN OF SURFSIDE
Office of the Town Attorney

MUNICIPAL BUILDING
 9293 HARDING AVENUE
 SURFSIDE, FLORIDA 33154-3009

Lynn M. Dannheisser
 Town Attorney

Telephone: 305 993-1065

MEMORANDUM

TO: Town Commission

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

CC: Roger M. Carlton, Town Manager
 Debra E. Eastman, M.M.C., Town Clerk

DATE: August 9, 2011

SUBJECT: Town Attorney Monthly Update for August, 2011

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

1. Beach House Resolution
2. Litter Ordinance
3. Mutual Aid Reso - Medley
4. After-the-fact Resolution - Addendum No. 1 to Ric Man International Contract
5. Deco Bike Resolution
6. Street Sweeper Reso and Agreement
7. Shuttle bus Reso and Agreement
8. Interlocal Agreement with Bal Harbor for the construction of the Sewer Force Main Pipe
9. Reso Community Garden

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

July 12, 2011 Commission Meeting
 July 28, 2011 Planning & Zoning Meeting

Planning & Zoning Meeting - July 28, 2011

Quasi-Judicial Public Hearing - Planning Board sitting with Design Review Board as recommending Board to the Town Commission passed Resolution approving hotel site plan for 9449 & 9418 Collins Avenue. Preparation for hearing, rewrite of development order conditions and resolution. Various meetings with applicant, architect and manager.

Town Manager and Town Clerk Issues

All legal issues related to bid award for Infrastructure Rehabilitation Project and preparation of addendum to the contract based on Commission decisions.

Community Center (Follow-up-Fundtrappings/Sand Dollar modification/repair)
Feral cats program – Trap-Neuter-Release (TNR)
Work with Code enforcement officer for preparation for Special Master Hearing
FOP Contract Negotiation Advice and consultation
Review AIA Bond Form Commentary and Comparison RE: Infrastructure Project
Implementation issues on short term rentals.
IT issues related to Town website and Town telephone music
Use of Resort tax funds and tax audit issues
Review various FDOT agreements
Prepare Consultant agreement for Town Services
Prepare License Agreement for Community Garden
Prepare Waiver for Community Garden participants
Prepare Interlocal Agreement for Street Sweeper
Prepare Interlocal Agreement for Shuttle Bus Services
Review terms of use for download for telephone music
Review and revise MOU w BAL HARBOR re new sewer line and discussions with village counsel
Review License Agreement with FDOT for sidewalk construction on 88th and Collins
Review public records requests
Complete Mcc Addendum
Review and revise Regent Palace settlement agreement
Preparation of Addendum No. 1 to Ric Man International Contract

Building Department/Code Enforcement:

The Town Attorney researched the issue of whether the Town must provide handicapped accessibility for residential short term rentals.

On-going preparation for Special Master Hearing scheduled for August 11, 2011.

Research re implementation of various licensing programs

Parks and Recreation:

Review MDCC Parks and Recreation Comprehensive Plan

Human Resources Department:

The Town Attorney has worked with the Town Manager and Human Resource Director on several issues including merit pay and police issues.

Finance Department:

Answering continuing legal questions for 2011/2012 Budget Hearings

Research Legislative History re: SB 224

Research statutory requirements for instituting policies relating to requirements of large currency transaction reports.

Police Department:

Continuing Court challenges to constitutionality of Red Light Camera Citation.

Incidences relating to condominium association meetings and police involvement.

Research issue of liability for volunteers during hurricane, etc.

Follow-up with police dept on Florida League of Cities accident claims.

Parking Residential Decal (Review agreement)

Public Works:

Continue to assist and advise Public Works Director on all procurement, water sewer and other capital improvement projects and community center matters, shuttlebus, street sweeper, and other interlocal agreements.

Tourist Bureau:

Review and preparation of RFP for Resort Tax Auditor.

Reviewed Decobike Agreement

Research new issues of use of resort tax funds

Follow-up and research agreement and waiver for Community Garden; prepare same

Litigation:

John Davis v. Town of Surfside Case No. 07-17286 CA 08, Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida. This case has been consolidated as to discovery with a previous case filed by a former sergeant in the Town's police department. The Court denied the Motion to Consolidate both cases for trial. An Executive Session was held on June 28, 2011. There are continuing public records request issues and strategy for session with outside counsel. The trial in this case has been continued until October 24, 2011.

Young Israel of Bal Harbour, Inc. v. Town of Surfside Civil Action No. 1:10-cv-24392 in the United States District Court for the Southern District of Florida. On December 10, 2010, Young Israel served a complaint alleging the Town Zoning Code imposes a substantial burden on Young Israel in violation of the Religious Land Use and Institutionalized Persons Act of 2000 ("RLUIPA). This matter is primarily being defended by The Florida League of Cities which has approved counsel to assist in the defense of this case. The Town's lawyers filed a Motion to Strike and Motion to Dismiss. Plaintiff, Young Israel filed a Memorandum in Opposition to Defendant's Motion to Strike and a Memorandum in Opposition to Motion to Dismiss. The Town reviewed and revised in consultation with outside counsel Replies to Plaintiff's opposition memos. The Court denied the Motion to Strike and Motion to Dismiss. The Town's Counsel prepared and filed the Answer to the Complaint on July 18, 2011 and has prepared drafts of proposed Interrogatories and

Request to Produce. Counsel has also prepared the attached Joint Scheduling Report and Scheduling Order which has been filed with the Court. In addition, there are several attempts underway to explore settlement with the synagogue by the mayor and manager and select members of Young Israel.

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

Hapuarachchi v Surfside Miami -Dade Case No. (F98-450). This is a police forfeiture matter dating back to 1998. Hapuarachchi filed for a re-hearing of the Court's order denying her motion for return of property. The Court refused to re-hear the motion unless she pays the fee to reopen the underlying case before the Court will consider her most recent Motion. While we thought this matter was concluded, Mrs. Hapuarachchi filed a motion for re-hearing on return of funds and the Court set a hearing before Judge Dresnick for August 3, 2011. Judge Rodriguez heard the matter because Judge Dresnick is on vacation, but Judge Rodriguez was unwilling to "re-hear" an Order entered by Judge Genden (who had previously ruled on the motion). Judge Rodriguez suggested the motion be reset after Judge Dresnick's return in early September. Hapuarachchi was represented by counsel. Copies of blank orders and envelopes were given to Judge Dresnick's Judicial Assistant in the hope that Judge Dresnick will simply deny the motion without having to re-appear in court again.

Florida League of City Cases:

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

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

This action commenced in 2001 against the Town, former Town Manager, Rodriguez and former Police Chief, Boemler. Blum, a former police officer alleges breach of contract, violation of policeman's bill of rights and fraud in the inducement. A Motion for Continuance has been filed and we await a new trial order. Pursuant to the FMIT policy, the Town is responsible for only the \$5,000 deductible. FMLA counsel and the Town Attorney's office have been in frequent contact to discuss this matter and as of this date, no settlement has been reached. A hearing on Co-Defendant, Larry Boemler's motion to dismiss for failure to prosecute and motion for sanctions is scheduled for August 8, 2011. **No new action has occurred**

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

Dina Agin filed a complaint seeking damages for injuries allegedly arising from a trip and fall accident due to a defective condition on the property/premises/sidewalk near the corner of 96th Street and Bay Drive in the Town of Surfside. We have assisted League counsel with discovery and document requests and on-going case development issues. Bal Harbour Village has been dismissed as a party. Trial has been re-set for the 3 week period commencing October 17, 2011. Plaintiff's attorney moved the court for a continuance to 2012 because Mrs. Agin is a snow bird and

Plaintiff's counsel wishes to conduct further discovery. Surfside argued that the Town is prepared, there has been more than enough discovery conducted by FDOT and the Plaintiff, and the trial should not be delayed to 2012 on a 2007 case. FDOT has scheduled the depositions of the Finance Director, Public Works Director and Building Clerk for Monday, August 22, 2011. League Counsel continues to work with this office in preparation for the depositions of these Town employees. The case has been re-set for trial on October 17, 2011. The Town Attorney continues to assist Florida League of Cities counsel with on-going discovery requests and trial preparation.

Special Matters:

Research on special assessment districts

Research Fair Campaign Practices

Evaluating certain Charter issues and new legislation relating to same.

Potential private public partnership issues

Beach House Hotel density and other zoning inquiries from hotels and other property owners

Procurement Research related to CTT funding and other items

Land use research relative to imposition of conditions

Ballot and charter issues

Research re mediation issues

Continued monitoring of legislation out of Tallahassee and Miami-Dade County.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO.: 1:10-CV-24392-JORDAN/McALILEY

YOUNG ISRAEL OF BAL HARBOUR,
INC.,

Plaintiff,

v.

TOWN OF SURFSIDE,

Defendant.

JOINT SCHEDULING REPORT

Pursuant to the Order of the Court dated July 20, 2011, Plaintiff, YOUNG ISRAEL OF BAL HARBOUR, INC., and Defendant, TOWN OF SURFSIDE, hereby file this Joint Scheduling Report in accordance with Federal Rule of Civil Procedure 26(f) and Local Rule 16.1.

(a) **Likelihood of Settlement**

Settlement does not appear likely. However, the parties will explore settlement in good faith as the litigation progresses.

(b) **Likelihood of Appearance in the Action of Additional Parties**

The Parties do not believe that the appearance of additional parties will be necessary or appropriate.

(c) **Proposed Limits on Time**

The parties believe this case should be on the Standard Track for case management purposes. The parties have specified their proposed times to join parties, amend pleadings, complete discovery, etc., in the proposed Scheduling Order attached hereto. The parties have also proposed a deadline for the filing of all pretrial motions.

Young Israel v. Town of Surfside
Case No.: 10-cv-24392

(d) **Proposals for Formulation and Simplification of Issues,
Including the Elimination of Frivolous Claims or Defenses**

The parties will discuss the simplification of issues based on the conduct of discovery in the case. The parties have agreed to work together to simplify the issues before any trial of this matter. For example, the parties intend to stipulate to the authenticity of documents in a reasonable manner.

(e) **Necessity or Desirability of Amendments to the Pleadings**

The parties may amend the pleadings by the deadline proposed in the Scheduling Order filed herewith.

(f) **Possibility of Obtaining Admissions of Fact
and of Documents Which Will Avoid Unnecessary Proof**

The parties will attempt to obtain admissions of fact and of documents. In the event the parties are unable to agree, the parties will seek the Court's rulings in advance of the trial of this matter.

(g) **Suggestions for the Avoidance of
Unnecessary Proof and Cumulative Evidence**

At present, the parties have no suggestions but will work to avoid unnecessary proof and cumulative evidence.

(h) **Referrals to the Magistrate Judge**

The parties have not consented, at this time, to the referral of this case to the Magistrate Judge for all purposes.

(i) **Time Necessary for Trial**

The parties estimate that 8 to 9 days will be necessary for the completion of trial.

(j) **Proposed Dates for Pretrial Conference and Trial**

The parties propose that the calendar call for the above-captioned matter be held on October 26, 2012 and trial on November 5, 2012.

Young Israel v. Town of Surfside
Case No.: 10-cv-24392

(k) Other Matters

The parties are unaware at the present time of any other matters that may be helpful to the Court in setting the case for status or pretrial conference.

Dated: August 2, 2011.

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Facsimile: (202) 828-0909
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By: /s/ Nathan Lewin
Nathan Lewin, Pro hac vice

and

Jaroslawicz Law Offices
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By: /s/ Isaac M. Jaroslawicz
Isaac M. Jaroslawicz
Fla. Bar No. 979510

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Gerald J. Houlihan
Fla. Bar No. 0458430

Town of Surfside
9293 Harding Avenue
Surfside, FL 33154
Telephone: (305) 861-4863
Facsimile: (305) 861-1302
E-Mail: ldannheisser@townofsurfsidefl.gov

By: /s/ Lynn M. Dannheisser
Lynn M. Dannheisser
Fla. Bar No. 218065

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO.: 1:10-CV-24392-JORDAN/McALILEY

YOUNG ISRAEL OF BAL HARBOUR,
INC.,

Plaintiff,

v.

TOWN OF SURFSIDE,

Defendant.

[PROPOSED] ORDER SETTING SCHEDULE

This case is set for trial during the Court's two-week trial calendar beginning on November 5, 2012. Calendar call will be held at 9 a.m. on October 26, 2012. No pre-trial conference will be held unless a party requests one no later than 30 days prior to the calendar call or the Court determines that one is necessary. The parties shall adhere to this schedule:

DATE

- | | |
|--------------------------|---|
| September 6, 2011 | All motions to amend pleadings or join parties are filed. |
| February 17, 2012 | Parties shall furnish opposing counsel with a written list containing the names and addresses of all fact witnesses intended to be called at trial. |
| March 16, 2012 | All <u>fact</u> discovery must be completed. |
| April 27, 2012 | Plaintiff must furnish expert witness list to the Defendant, along with all Rule 26 expert disclosures and reports. Only expert witnesses on the list shall be permitted to testify. Within the fourteen-day period thereafter, Plaintiff shall make its experts available for deposition by Defendant. |

- May 4, 2012** Defendant must furnish expert witness list to the Plaintiff, along with all Rule 26 expert disclosures and reports. Only those expert witnesses shall be permitted to testify. Within the fourteen-day period thereafter, Defendant shall make its experts available for deposition by Plaintiff.
- June 4, 2012** Parties exchange rebuttal witness lists, along with all accompanying Rule 26 expert disclosures and reports.
- June 22, 2012** All expert discovery must be completed.
- July 6, 2012** Mediation must be completed.
- July 17, 2012** All dispositive and other pretrial motions other than motions in limine must be filed.
- October 26, 2012** Joint pretrial stipulation must be filed pursuant to Local Rule 16.1E, together with proposed jury instructions..
- November 5, 2011** Trial Date.

DONE and ORDERED in chambers in Miami, Florida, this ____ day of _____, 2011.

Judge Adalberto Jordan
United States District Judge

Copies to: Magistrate Judge McAliley
All counsel of record

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

1. **Community Center** –The Center has now been up and running for over a month. To date Staff has issued over 2,300 resident ID cards. Throughout this month both staff and patrons have helped “test out” every system installed at the Community Center and a few additional punch list items have been added to the list.

Project Close Out –The Contractor is now working expeditiously to complete the punch list items. The Contractor is working on operational issues first and working through the list to completion. The Contractor is approximately 25% completed after two weeks of working with the list. At the satisfactory completion of the punch list the Contractor will request a Certificate of Occupancy and a Certificate of Final Completion.

We are still holding our weekly meetings in order to close out all remaining issues including delay claims, pending change orders (additive and deductive) and liquidated damages. West Construction will issue the final “Close Out” paperwork which will include organized binders containing warranty information, as-built drawings, training binders and instructional information for all equipment and materials installed in the Community Center. Our goal is to present a close out memorandum to the Town Commission during the September meeting.

2. **Planning and Community Development** – The Planning Department reviewed a site plan application for The Grand Beach Surfside Hotel at 9449 and 9418 Collins Avenue. This site plan and accompanying conditional use application were recommended by its Planning and Zoning Board on a five to one vote on July 28, 2008 and has been scheduled for the September Town Commission meeting. Planning Staff also prepared a PowerPoint presentation on design elements for awnings within the downtown area per the direction of the Downtown Vision Advisory Committee (DVAC). Staff is currently working on awning design guidelines for the August DVAC meeting. Planning staff continues to answer general zoning calls and e-mails from the public and to review building permits for conformance with the zoning code.

3. **Website, Information Technology, TV Broadcasts** - Cabling and installation of the VOIP phone system was completed in both the Community Center and Town Hall as of June 13, 2011. The migration to the new phone system took place on June 17, 2011, with training occurring from June 13- June 16 for all Town users. IT received the laptop order for the Police Department on June 21, 2011 and has begun deploying the laptops. Two new desktop computers were set up for Police Dispatch. The Rec-Trac system has been moved to the Community Center. The Virtual Private Network (VPN) between Town Hall and the Community Center was completed on June 23, 2011 and communication now exists between both sites. The website RFP has been posted to the Town's website and bids are due by 10:30AM on August 22, 2011. IT is working on a cost estimate for the purchase and installation of audio video equipment to allow video recording and broadcasting at the Community Center.

4. **Public Utilities / Engineering** –During the June 14, 2011, Town Commission Meeting, the Infrastructure Rehabilitation Project was awarded to Ric-Man International as the responsive low bidder. The Town Commission agreed to the scope of the base bid and the FPL / undergrounding components at the intersections and included contributing to the Bal Harbour Force Main Replacement Project. Staff has completed the execution of the construction contract after receipt of required bonds and insurance paperwork provided by the Contractor. The Notice to Proceed (NTP) was issued at the pre-construction conference held on August 2, 2011, with the construction start date specified for August 8, 2011. Staff met with the Contractor to finalize the Phasing Plan which will be presented to the public at a Community Outreach meeting scheduled for August 3, 2011 at 6:30 PM. The plan will be advertised on the Town website for resident review. The public information project website will be updated frequently during this process. The August 3, 2011 Community Outreach Meeting includes both the water/sewer/storm drainage project and the Collins Avenue force main project.

Stormwater System

Construction plans and specifications – 100% complete. Plans have been reviewed by staff and Citizen's Oversight Committee.

Permits – All permits obtained except contractor DERM permit and contractor FDEP well permit (contractor permits have been applied for and are in process).

Sanitary Sewer Collection System

Construction plans and specifications – 100% complete. Plans have been reviewed by staff and Citizen's Oversight Committee. The Improvements being completed on the Sanitary Sewer System are required per a consent decree with Miami-Dade County.

Permits – All permits related to the Sanitary Sewer System Improvements have been applied for and issued. We are currently working with the Village of Bal Harbour and their consultant (Craig A. Smith) to ensure Surfside's new force main lines are properly tied into the proposed force main on Collins Ave.

Water Distribution System

Construction plans and specifications – 100% complete. Plans have been reviewed by staff and Citizen’s Oversight Committee.

Permits – WASD, DERM and HRS approvals have been obtained.

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

Stormwater Master Maintenance

CGA staff assisted the Town with the response to the Florida Department of Environmental Protection comment letter on the July, 2011 submittal of the Year 8 Annual Report Form. The Town staff has recommended the street sweeping program, with Sunny Isles Beach doing the street sweeping every two weeks, as per National Pollution Discharge Elimination System permit requirements. This item appears on the August 9, 2011 Town Commission Agenda for approval.

Funding Summary –

Funding Status:

<u>Grant</u>		<u>Status</u>	<u>Probability</u>
FDEP Grant	\$873,500	In place	100%
FDEP Grant	\$125,000	In place	100%
FDEP Grant	\$100,000	In place	100%
\$1,098,500 Total In Place Funding			
FDEP State Revolving Fund Loan	\$2,771,000	In process	50%
FEMA/PDM Grant	\$2,949,550	In process	10%
\$5,720,550 Total In Process Funding			

5. Grant applications FY 2011/12 -The grants listed below were recently applied for and their status is still pending.

- In order to maintain vital and essential functions at the Town of Surfside's Town Hall and Public Safety Building after a hurricane or flooding event we are proposing moving the existing 225KVA back-up diesel generator from its present location, where it is vulnerable to the possibility of flooding, to a location several feet above the first floor level of the existing building. The work would entail the construction of a superstructure to support the generator, the construction of a weather proof enclosure built to withstand hurricane force winds with enough room to properly service the equipment. It would also include the demolition of the existing enclosure, the rerouting of the existing fuel supply lines and electrical conductors. In order to complete the project some of the existing electrical switch gear and associated equipment will need be raised several feet in the existing electrical room.

The Town of Surfside's project is in alignment with Miami-Dade County Local Mitigation Strategy (LMS) Working Group and the State's mitigation goals, as provided by Code of Federal Regulations 44S 201.6.

Project Grant Request \$195,000

- Burying overhead utility lines in underground conduit would reduce future power outages during and after a disaster. The protection of electric service to the Police, Fire, and emergency services is vital to protect lives and property. In addition, reliable power for the stormwater and sanitary pumps is needed to maintain the level of service of flood protection, as well as uninterrupted removal of sewage from the area.

The Town of Surfside's project is in alignment with Miami-Dade County Local Mitigation Strategy (LMS) Working Group and the State's mitigation goals, as provided by Code of Federal Regulations 44S 201.6.

Project Grant Request \$2,900,000

- The Town is subject to the damages due to storm surges. A study is required to determine if any measures are available to mitigate property damages and loss of sand from its beaches. The Town of Surfside's project is in alignment with Miami-Dade County Local Mitigation Strategy (LMS) Working Group and the State's mitigation goals, as provided by Code of Federal Regulations 44S 201.6.

Project Grant Request \$50,000

\$3,145,000 Total Grant Funding Applications FY 2011

6. **Neighborhood Improvements** – The Town Commission determined to hold on the additive alternate projects until the water/sewer/storm drainage project was one year underway to determine if any of the \$800,000 contingency account funding would be available.



Town of Surfside Commission Communication

Agenda Item #: 3F

Agenda Date: August 9, 2011

Subject: Force Main Project FDOT License Agreement

Background: The Town Commission is aware that a major force main project will soon begin on Collins Avenue. That project will be followed by a complete repaving, sidewalk repair, signage upgrade and crosswalk beautification project by Florida Department of Transportation commencing in April 2012.

There is one segment of the project which does not have sidewalks on the east side of Veteran's Park. In order for the sidewalks to be built, a License Agreement allowing FDOT to construct the sidewalk is attached and has been reviewed by the Town Attorney. The sidewalk will not interfere with the Surfside entrance sign or the military hardware in the park.

Roger M. Carlton, Town Manager

This instrument prepared by, or under the direction of,
Alicia Trujillo, Esq., District Six Chief Counsel
State of Florida Department of Transportation
1000 N.W. 111th Avenue, Miami, Florida 33172
July 28, 2011 - OS

Parcel No. : 907
Item/Segment No.: 4198581
Managing District: 6

LICENSE

THIS AGREEMENT, Made the _____ day of _____, 20____, by and between
TOWN OF SURFSIDE, herein called licensor, and the **STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION**, herein called licensee.

In consideration of the benefits accruing unto the licensor, the parties agree as follows:

Licensor hereby grants to licensee a license to occupy and use, subject to all of the terms and conditions hereof, the following described premises:

Parcel 907

FIN No. 419858-1

A portion of the East 6 feet along Veterans Park, adjacent to Collins Avenue, in the Town of Surfside, FL 33154.
Folio Number: 14-2235-005-4190, and 14-2235-005-0500

The premises may be occupied and used by licensee solely for sloping, grading, tying in, harmonizing and reconnecting existing features of the licensor's property with the highway improvements which are to be constructed together with incidental purposes related thereto during the period beginning with the date first above written and continuing until completion of the transportation project, but not later than the last day of JANUARY 31st, 2013

The making, execution and delivery of this agreement by licensor has been induced by no representations, statements, warranties, or agreements other than those contained herein. This agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the licensor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

TOWN OF SURFSIDE,

By: _____

Print name _____

Its: _____

**SR-A1A / Collins Avenue
FROM 75TH STREET TO HARDING AVENUE
MILLING AND RESURFACING
Miami-Dade County, Florida**

Financial Project ID: 419858-1-52-01

Collins Avenue is a north-south urban other principal arterial located within the City of Miami Beach in Miami-Dade County, and is a northbound section of Indian Creek/Harding Avenue's one-way pair. This segment consists mainly of commercial and residential uses and is comprised of a 3-lane typical section with parallel on-street parking, curb and gutter, and sidewalk along both sides of the corridor. The posted speed is 30 mph throughout.

PROJECT LIMITS:

The project limits extend from 75th Street (MP 9.784) north to Harding Ave. (MP 11.769) for approximately 1.985 miles Pavement Resurfacing and Rehabilitation (Milling and Resurfacing)

- Replacing damaged sidewalks, curbs and gutters
- Upgrade pedestrian ramps to comply with ADA standards
- Adding bicycle lanes
- Installing new signs and pavement markings
- Minor Signalization Improvements

PROJECT SCHEDULE:

The project has a Letting Date of October 26, 2011 and is currently scheduled to start construction in April 2012. The construction will last approximately 9 months.



TOWN OF SURFSIDE

9293 HARDING AVENUE
 SURFSIDE, FLORIDA 33154
 (305) 861-4863 • FAX: (305) 861-1302
 WWW.TOWNOFSURFSIDEFL.GOV

TO: Elected Officials
 FROM: Roger M. Carlton, Town Manager 
 DATE: August 9, 2011
 RE: Litter Ordinance

The feral cat feeding problem has led to a discussion of a balanced program to manage this issue in a manner which is acceptable to the community. One element of the program requires a vehicle to control the litter produced from feeders who do not remove the containers used to deliver the food. This problem is particularly acute along the hard pack beach path and in certain areas of the single family neighborhood.

The Town Attorney's advice is to make the non-removal of the feeding containers a violation under a comprehensive litter ordinance. The ordinance is presented for first reading on the August 9, 2011 Town Commission agenda accomplishes the following:

1. Defines litter to include handbills, tobacco products deposited on public property, chewing gum, yard clippings and debris not placed in proper containers on the public rights of way and cat feeding containers.
2. Establishes a progressive system of civil fines issued through the code enforcement process. The fines are appealable to special masters.
3. Establishes a system to avoid the fines through the volunteering to pick up litter as a community service.
4. Allows the Town to withhold the issuance of a business license for repeated violations of the handbill provision.

While it may seem a large scale expansion of government regulation coming from the finite issue of cat feeding, the reality is that Surfside's evolution as a desirable beach area on weekends and the number of new restaurants opening downtown (some of which advertise with handbills and door hang tags) requires a regulatory framework. The amount of litter in our downtown area and parking lots appearing over the weekends has become a concern.

This ordinance and the related discussion item regarding feral cat feeding have been linked on the agenda.

ORDINANCE NO. 11- _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 34 "ENVIRONMENT" BY ADDING ARTICLE V "LITTER" AND SPECIFICALLY CREATING SECTIONS 35-78 "DEFINITIONS", SECTION 35-79 "UNFINISHED, VACANT, UNOCCUPIED OR CLOSED STRUCTURES, CONSTRUCTION SITES OR VACANT LOTS; MAINTENANCE PROCEDURES REQUIRED OF OWNERS"; AND SECTION 35-80 "PROHIBITIONS ON LITTER; CIVIL FINES FOR VIOLATIONS; ENFORCEMENT; APPEALS; LIENS" OF THE TOWN OF SURFSIDE CODE OF ORDINANCES; DELETING CHAPTER 2. "ADMINISTRATION" ARTICLE I. SECTION 54-2 ENTITLED "DISTRIBUTION OF HANDBILLS"; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside ("Town") declares that it is in the interest of the public health, safety, and welfare to reduce pollutants on the land and those that enter into the air and waters of the Town; and

WHEREAS, the Town wishes to address a variety of litter issues in a single section of the code, including but not limited to such issues as the uncontrolled feeding of feral cats, the uncontrolled distribution of handbills, the uncontrolled discharge of yard maintenance debris into the Town's storm drains and sewers by leaf blowing equipment and other similar devices which diminishes the effective functioning of the Town's sewer system and pollutes and damages the Town's waterways and ecosystems; and

WHEREAS, the spreading of debris, dust, fecal matter, pesticides, fungi, chemicals, fertilizers, and dirt onto adjoining properties and public rights-of-way causes litter, erodes and degrades soils, and is a health hazard; and

Ordinance No. _____

WHEREAS, The Town Commission has conducted a first reading on August 9th and a second duly noticed public hearing on these regulations as required by law on September 13, 2011 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 by adding:

Chapter 34. ENVIRONMENT

Article V. Litter.

Sec. 34-78. Definitions.

Benefactor means the owner of the business advertised in the commercial handbill whose agent, employee, contractor, promoter, or other representative did or caused the throwing, discarding, placing or depositing.

Business means any commercial or industrial activity, entity, or event in or for which any goods or services are made, sold or offered for sale or other consideration, pecuniary or otherwise.

Handbill means any handbill, flyer, paper, document, dodger, circular, folder, booklet, letter, card, pamphlet, sheet, poster, sticker, banner, notice or other written, printed or painted matter or object that conveys any information, except that "handbill" shall not include a newspaper or its contents.

Commercial handbill means any handbill that conveys any information about any goods or service provided by a business.

Litter means any animal food, paper, handbill, commercial handbill, garbage, bottle caps, chewing gum, tobacco products, including, but not limited to, used and unused cigarettes, cigars, pipe or chewing tobacco, or other waste, including, but not limited to, tree, plant, and grass cuttings, leaves, or other yard maintenance debris, that has been placed or deposited on a public sidewalk, street, road, avenue, beach, swale, median, building, fence, wall, boardwalk, beachwalk, baywalk, cutwalk, park, or in a gutter, drain, or sewer, or on any other public property, right-of-way or place, or on any object located on public property, or on the kneewall, window ledge or sill of any public or private building, or on a motor

Ordinance No. _____

vehicle, or on any other type of private real or personal property other than in containers used for the collection of solid waste by the Town or approved collection firms. Handbills and commercial handbills attached to a trash receptacle, but not within the trash receptacle in the usual manner, shall also be considered litter.

One day means a 24-hour period from noon to noon.

Person, benefactor, or owner include, within their respective meanings, either an individual or an entity.

Sec. 34-79. Unfinished, vacant, unoccupied or closed structures, construction sites or vacant lots; maintenance procedures required of owners.

- a. All owners of unfinished, vacant, unoccupied, closed or unfinished structures or buildings, construction sites or any other vacant lots shall comply with rules and regulations relating to such structures or buildings, construction sites or vacant lots as promulgated by the building official and in accordance with Sections 34-66 through 34-70 relating to lot clearing. These rules and regulations shall specify those actions and time limits within which owners shall beautify, secure and/or patrol their structures or buildings.
- b. Noncompliance with this section shall be punishable in a manner as provided in section 1-8. Noncompliance with this section may result in the Town's taking such action as it deems appropriate under the circumstances, and a lien shall be imposed against the structure or building for recovery of all costs involved.
- c. If the owners or occupants of such lands within the Town shall fail to comply with the requirements of this section, the Town Manager shall cause such work to be done and keep an account of the cost thereof, whereupon such cost shall be a charge and lien against the property so cleaned. Such existing liens or liens imposed hereafter shall be treated as special assessment liens against the subject real property, and until fully paid and discharged, shall remain liens equal in rank and dignity with the lien of ad valorem taxes, and shall be superior in rank and dignity to all other liens, encumbrances, titles and claims in, to or against the real property involved; the maximum rate of interest allowable by law shall accrue to such delinquent accounts. Such liens shall be enforced by any of the methods provided in F.S. ch. 86; or, in the alternative, foreclosure proceedings may be instituted and prosecuted under the provisions applicable to practice, pleading and procedure for the foreclosure of mortgages on real estate set forth in state statutes, or may be foreclosed per F.S. ch. 173, or the collection and enforcement of payment thereof may be accomplished by any other method authorized by law. The owner and/or operator shall pay all costs of collection, including reasonable attorney fees, incurred in the collection of fees, service charges, penalties and liens imposed by virtue of this article.

Sec. 34-80. Prohibitions on litter; civil fines for violations; enforcement; appeals; liens.

- a. It shall be unlawful for any person or benefactor to throw, discard, place or deposit, or cause to be thrown, discarded, placed, or deposited, litter in any manner or amount whatsoever in or on any public highway, sidewalk, road, street, alley, thoroughfare,

Ordinance No. _____

beach, park, baywalk, beachwalk, cutwalk, or any other public place, except in containers or areas lawfully provided therefor. It shall be unlawful for any person to throw, discard, place or deposit any garbage, cans, bottles or containers in or on any freshwater lakes, rivers, streams, canals, or tidal or coastal waters within the town. In addition, it shall be unlawful for any person to throw, discard, place or deposit litter in any manner or amount whatsoever on any private real or personal property, unless prior consent of the owner has been given and unless such litter will not cause a public nuisance or be in violation of any other state or local laws, rules or regulations.

- b. It shall be unlawful for any person to carry onto any beach within the town a glass or metal bottle or other glass or metal container.
- c. The following civil fines shall be imposed for violations of this section except as provided in subsections (f) below:
 - 1. First offense: \$50.00 fine.
 - 2. Second offense: \$100.00 fine.
 - 3. Third or subsequent offense: \$250.00 fine.

In lieu of a fine, the special master may accept voluntary community service removing litter in the Town equivalent to one hour of community service for each \$15.00 of an imposed fine. If the community service is not completed within three months of an adjudication of guilt, the fine shall be reinstated.

- d. If a violation of this section resulted from the throwing, discarding, placing, or depositing, or causing to be thrown, discarded, placed, or deposited, of commercial handbills as litter, then the following civil fines shall be imposed. The special master shall not have discretion to alter these prescribed penalties except as to the per handbill fine of \$50.00 provided in subsection (c)(1).
 - 1. If the offense is the first offense, \$100.00 fine;
 - 2. If the offense is the second offense within the preceding 12 months, \$250.00 fine;
 - 3. If the offense is the third or subsequent offense within the preceding 12 months, \$500.00 fine plus \$50.00 per handbill.
 - 4. Notwithstanding subsections (c)(1)—(3), no person or benefactor shall receive more than one offense within any one-day period.
- e. At any prosecution for violation of this section when the litter involved is a commercial handbill, if ten or more commercial handbills advertising the same business are found in plain view as litter under circumstances that make it more likely than not that the commercial handbills were placed there, or caused to be placed there, by an agent, employee, contractor, promoter, or other representative of the business advertised on the face of the commercial handbills, the special master shall apply a rebuttable presumption that the business advertised on the face of the handbills threw, discarded, placed or deposited the commercial handbills as litter.
- f. If a person is found littering with commercial handbills, the code compliance officer is authorized to seize, for use as evidence in the prosecution of the violator before the special master, all commercial handbills in the possession of the violator.

Ordinance No. _____

- g. The Town may cause the removal, at the violator's expense, of all litter distributed or placed in violation of this section.
- h. Enforcement by code compliance officers; notice of violation. If a code compliance officer finds a violation of this article, such code compliance officer shall issue a notice of violation to the violator as provided in chapter 30. The notice shall inform the violator of the nature of the violation, amount of fine for which the violator may be liable, instructions and due date for paying the fine, notice that the violation may be appealed by requesting an administrative hearing within 20 days after service of the notice of violation, and that failure to do so shall constitute an admission of the violations and waiver of the right to a hearing.
- i. Rights of violators; 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:
 - i. Pay the civil fine in the manner indicated on the notice; or
 - ii. Request an administrative hearing before a special master appointed by the Town Commission upon recommendation of the Town Manager to appeal the decision of the code compliance officer which resulted in the issuance of the notice of violation.
 - 2. The procedures for appeal by administrative hearing of the notice of violation shall be as set forth in sections 15-12 and 15-15 of the Town Code.
 - 3. If the named violator after notice fails to pay the civil fine or fails to timely request an administrative hearing before a special master, the special master shall be informed of such failure by report from the code compliance officer. Failure of the named violator to appeal the decision of the code compliance officer within the prescribed time period shall constitute a waiver of the violator's right to administrative hearing before the special master. A waiver of the right to an administrative hearing shall be treated as an admission of the violation and penalties may be assessed accordingly.
 - 4. Any party aggrieved by the decision of the special master may appeal the decision in accordance with law.
- j. 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.
 - 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 upon the lien.
- k. Nothing in this article shall limit or restrict any condition or limitation imposed by the planning board.
- l. Injunctive relief. As an additional means of enforcement, the Town may seek injunctive

Ordinance No. _____

relief and/or follow procedures to revoke a business tax receipt and/or certificate of use as set forth in chapters 14, 18 and 70 of the Town Code when there are more than three offenses by the same violator within a calendar year.

The Code is also amended by deleting the following:

Article I. General

~~Sec. 54-2. Distribution of handbills.~~

~~No person shall throw or deposit any commercial or noncommercial handbill in or upon any vehicle, nor hand out or distribute any commercial handbill on any sidewalk, street or other public place within the town.~~

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, amended as follows:

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 9th day of August, 2011.

PASSED and ADOPTED on second reading this ____ day of _____, 2011.

Ordinance No. _____

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 _____

Ordinance No. _____



**Town of Surfside
Commission Communication**

Agenda Item #: 5A

Agenda Date: August 9, 2011

Subject: Infrastructure Rehabilitation Project –Addendum to Contract

Objective: To clarify and highlight terms previously stated within the current Contract and discussed at Commission meetings.

Background: The Contract for the Infrastructure Rehabilitation Project came to the Town Commission for review and received approval at the June 12, 2011 Town Commission meeting. During Contract negotiations it was determined best for all parties if a few of the key items were enumerated and clarified in a Contract Addendum. The Addendum was drafted by the Town Attorney and reviewed by all parties. The Contractor requested minor edits, which the Town was agreeable to.

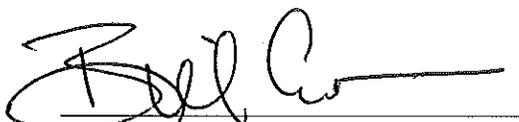
Analysis: The Contract Addendum highlights and clarifies the following items:

1. Addition of bid addenda and meeting minutes as Contract Documents. There were five addenda during the bid process. They should be part of the record.
2. Notice to Proceed has been defined.
3. Incentive Payment Clarification. There will be a \$50,000 incentive payment to finish early in each of the three phases.
4. The Additive Alternates. The sole additive alternate selected at this time is the conduit placement for future undergrounding.
5. Contractor staging area, Contractor liaison, weekly meetings and timing definitions and clarifications.

Budget Impact: The Contract Addendum has no impact on project costs or schedule

Staff Impact: The Contract Addendum has no impact on Staff requirements.

Recommendation: Staff recommends the Town Commission to approve the Contract Addendum to Ric-Man's Original Contract and direct Staff to continue expediting the completion of the Infrastructure Project.



Department Head



Roger M. Carlton, Town Manager

RESOLUTION NO. ____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AFTER-THE-FACT ADDENDUM NUMBER ONE TO THE STANDARD FORM AGREEMENT BETWEEN THE TOWN OF SURFSIDE AND RIC-MAN INTERNATIONAL, INC. FOR THE INFRASTRUCTURE REHABILITATION PROJECT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 12, 2011, the Town of Surfside passed Resolution 11-2028 approving the award of a competitive bid to Ric Man International, Inc. (hereinafter "RIC MAN") as the lowest, most responsible, responsive bidder (RFQ Project Number 065355-15) for the Infrastructure Rehabilitation Project; and

WHEREAS, the Town Commission approved that the contract to be entered into between the Town and RIC MAN, that the Town enter into a contract in substantially the same form as the contract contained in the RFQ, and authorized the town manager and town attorney to do whatever was necessary to complete the execution of said contract; and

WHEREAS, the Town entered into such contract as well as an Addendum Number One of the Standard Form Agreement on the basis of a stipulated price between the Town of Surfside and RIC MAN and including authorized additives; and

WHEREAS, all tasks having been completed, it is now in the best interest of the Town to approve after-the-fact Addendum Number One.

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 Addendum Number One (attached as Exhibit "A") is hereby approved after-the-fact.

Section 3. Execution of Agreement. The Town Manager is authorized to execute Amendment Number One on behalf of the Town to implement the terms and conditions of the Amendment subject to the approval as to form and legality by the Town Attorney.

Section 4. Effective Date. This Resolution shall be effective immediately from adoption hereof.

PASSED and ADOPTED on this ____ day of _____

Motion by Commissioner _____, second by Commissioner _____.

FINAL VOTE ON ADOPTION

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

Daniel Dietch, Mayor

ATTEST:

Debra E. Eastman, MMC
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 #: 5B

Agenda Date: August 9, 2011

Subject: Street Sweeper

Objective: Enter into an Interlocal Agreement between the Town of Surfside and City Sunny Isles Beach to share a street sweeper.

Background: Public Works Director Bill Evans explored the feasibility of sharing Bal Harbour's street sweeper. The first cost estimate submitted by Village of Bal Harbour was too high and negotiations to lower the price were unsuccessful. A more reasonable price was negotiated with the City of Sunny Isles Beach. The Interlocal Agreement is attached for Town Commission review.

Analysis: The Interlocal Agreement which defines how the street sweeper will be shared is attached. Service is anticipated to begin September 1, 2011

Budget Impact: The cost will be \$12,000 annually for twice monthly service.

Staff Impact: N/A

Recommendation: Staff recommends the Town Commission approve the Interlocal Agreement between Town of Surfside and City of Sunny Isles Beach.

Bill Evans, Public Works Director

Roger M. Carlton, Town Manager

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA (“TOWN”), AUTHORIZING THE TOWN TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF SUNNY ISLES BEACH, FLORIDA TO SWEEP THE TOWN’S STREETS; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO DO ALL THINGS NECESSARY TO IMPLEMENT THE TERMS OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Surfside, Florida (“Town”) wishes to enter into an Interlocal Agreement with Sunny Isles Beach, Florida to sweep the Town’s streets twice a month at a cost of \$12,500/year, which includes disposal of all collected waste from the sweeper; and

WHEREAS, sweeping the Town’s streets will aid in keeping the storm drains clean along with keeping the Town’s streets cleaner; and

WHEREAS, maintaining storm drains is mandated by the Department of Environmental Protection (“DEP”) and is required for the renewal of the Town’s National Pollutant Discharge Elimination System (“NPDES”) permit.

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

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

Section 2. Authorization to enter into an Agreement. The Town Commission hereby authorizes the Town Manager to enter into an Interlocal Agreement with Sunny Isles Beach, Florida to sweep the streets of the Town of Surfside on the terms set forth in the recitals.

Section 3. Implementation. The Town Manager and the Town Attorney are hereby authorized to take any and all actions necessary to implement the intent of this Resolution,.

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

PASSED AND ADOPTED this ____ day of August, 2011.

Motion by Commissioner _____, second by Commissioner _____.

FINAL VOTE ON ADOPTION

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

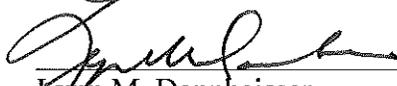
Daniel Dietch, Mayor

Resolution No. _____

ATTEST:

Debra E. Eastman, MMC
Town Clerk

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



Lynn M. Dannheisser
Town Attorney

Resolution No. _____



**Town of Surfside
Commission Communication**

Agenda Item #: 5C

Agenda Date: August 9, 2011

Subject: Expanded Shuttle Bus Service

Objective: Evaluate the potential of linking the Surfside shuttle bus with other communities to allow residents transportation to the Sunny Isles library and possible other destinations.

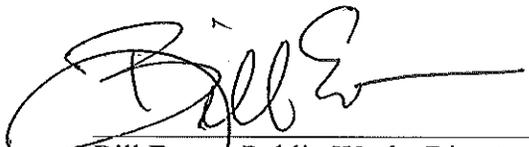
Background: After a number of meetings with Bay Harbor Islands, Bal Harbour and Sunny Isles Beach, it has been determined that the greatest opportunity for enhancement is to link with Sunny Isles Beach to allow Surfside riders to use Sunny Isles Beach's route which travels to the mainland with stops at Aventura Mall, Mt. Sinai Medical Center North, Costco and the Aventura Publix shopping center.

Analysis: The Interlocal Agreement which defines how Sunny Isles Beach riders will be allowed to use Surfside's route to Mt. Sinai Hospital and how Surfside riders will be allowed to use Sunny Isles Beach route is attached.

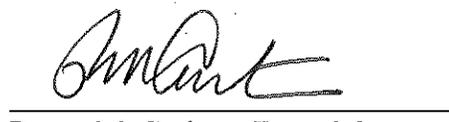
Budget Impact: N/A

Staff Impact: N/A

Recommendation: Staff recommends the Town Commission approve the Interlocal Agreement between the Town of Surfside and the City of Sunny Isles Beach.



Bill Evans, Public Works Director



Roger M. Carlton, Town Manager

RESOLUTION NO. 11 - ____

A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA (“TOWN”), AUTHORIZING AND DIRECTING THE TOWN MANAGER AND TOWN CLERK TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF SUNNY ISLES BEACH, FLORIDA (“SUNNY ISLES BEACH”) TO PROVIDE SHUTTLE BUS TRANSPORTATION SERVICES TO THE RESIDENTS OF THE TOWN AND FOR THE TOWN TO PROVIDE SHUTTLE BUS SERVICE TO THE RESIDENTS OF SUNNY ISLES BEACH WITH THE PICKUPS AND DROP-OFFS ON A DESIGNATED LOCATION ON 96TH STREET; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Surfside, Florida wishes to enter into an agreement with the City of Sunny Isles Beach, Florida and the Town to provide additional shuttle bus transportation services for the Town’s residents; and

WHEREAS, the Town of Surfside residents will be allowed to use the City of Sunny Isles Beach shuttle bus and vice versa; and

WHEREAS, at agreed upon times throughout the day, pickups and drop-offs will occur at a designated location on 96th street which will allow riders from both localities to enjoy an expanded range/choice of locations to travel at no cost to the Town’s residents for this additional service; and

WHEREAS, the Town Commission believes that it is in the best interest of the Town to enter into an agreement with Sunny Isles Beach for bus shuttle transportation services.

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

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

Section 2. Authorization. The Town Commission hereby authorizes the authorizes the Town Manager to enter into an Interlocal Agreement with Sunny Isles Beach to provide shuttle bus services for pickups and drop-offs at a designated location on 96th street which will allow riders from both localities to enjoy an expanded range/choice of locations to travel and at no cost to the Town's residents.

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

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

Motion by Commissioner _____, second by Commissioner _____.

FINAL VOTE ON ADOPTION

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

Daniel Dietch, Mayor

Attest:

Debra E. Eastman, MMC
Town Clerk

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



Lynn M. Dannheisser, Town Attorney



AUGUST 9, 2011

TOWN COMMISSION AGENDA

ITEM 5D

ITEM WILL BE DELIVERED

UNDER SEPARATE COVER

RESOLUTION 11-_____

A RESOLUTION OF THE TOWN OF SURFSIDE FLORIDA (“TOWN”), ADOPTING A MEMORANDUM OF UNDERSTANDING (“MOU”) BETWEEN THE TOWN AND BAL HARBOUR VILLAGE, FLORIDA (“BAL HARBOUR”); AUTHORIZING THE TOWN MANAGER TO TAKE ANY AND ALL STEPS NECESSARY TO EXECUTE THE NECESSARY DOCUMENTS TO CARRY OUT THE INTENT AND PURPOSE OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 22, 1946, Surfside granted Miami Beach Heights, Inc., a Florida corporation, amongst other things, the right to construct and install a water line and a sanitary sewer force main under certain designated streets in Surfside pursuant to Surfside Ordinance No. 132 (the “1946 Ordinance”); and

WHEREAS, the grant under the 1946 Ordinance was for a term of thirty (30) years from the effective date thereof; and

WHEREAS, subsequent to the 1946 Ordinance, Miami Beach Heights, Inc., a Florida corporation assigned, amongst other things, all of its rights under 1946 Ordinance to Bal Harbour; and

WHEREAS, on July 26, 1977, Surfside and Bal Harbour entered into an agreement renewing and modifying certain terms of the 1946 Ordinance (“1977 Extension”); and

WHEREAS, on May 15, 2004, Bal Harbour adopted Resolution Number 661 amending certain terms of the 1946 Agreement and the 1977 Extension (the 1946 Ordinance, the 1977 Extension and Resolution Number 661 being collectively referred to as the “Existing Water and Sewer Agreements”); and

WHEREAS, the Existing Water and Sewer Agreements are now expired and Surfside and Bal Harbour wish to enter into an agreement providing for the design, development, construction, operation and maintenance of a new sanitary sewer force main through Bal Harbour and Surfside (“New Sewer Line”); and

WHEREAS, the Town and Bal Harbour wish to enter into this MOU to memorialize certain of the terms and conditions that will serve as the basis for the preparation of a New Sewer Line agreement (the “New Sewer Line Agreement”); and

WHEREAS, the Town Commission finds that this Resolution is in the best interest and welfare of the residents of the Town.

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

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

Section 2. Adoption of Memorandum of Understanding. The Town Commission hereby approves the Memorandum of Understanding between the Town and Bal Harbour attached hereto as Exhibit "A,"

Section 3. Authorization. The Town Manager is hereby authorized to take any and all steps necessary to execute the necessary documents to carry out the intent and purpose of this Resolution.

Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of August, 2011

FINAL VOTE ON ADOPTION

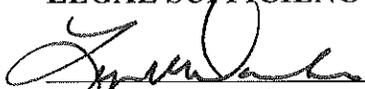
Commissioner Michael Karukin _____
Commissioner Edward Kopelman _____
Commissioner Marta Olchyk _____
Vice Mayor Joseph Graubart _____
Mayor Daniel Dietch _____

Daniel Dietch, Mayor

Attest:

Debra E. Eastman, MMC
Town Clerk

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



Lynn M. Dannheisser, Town Attorney



AUGUST 9, 2011

TOWN COMMISSION AGENDA

ITEM 5E

ITEM WILL BE DELIVERED

UNDER SEPARATE COVER



Town of Surfside Commission Communication

Agenda Item # 5F

Agenda Date: August 9, 2011

Subject: Proposed Mutual Aid Agreement and Joint Declaration with the Town of Medley Police Department

Objective: To receive and establish mutual aid in law enforcement services and resources with the Town of Medley Police Department.

Background: The Town staff has received notice that the Town of Medley Police Department has requested to enter into a Mutual Aid Agreement and Joint Declaration (attachment A) with the Town of Surfside Police Department. This agreement would be in effect from the date of signing through and including July 15, 2016.

Analysis: The Surfside Police Department requires approval and authorization to enter into the proposed agreement at the request of the Town of Medley Police Department to establish continuity of voluntary and operational assistance with multi-jurisdiction law enforcement problems, emergency situations, and routine law enforcement services across jurisdictional lines.

Budget Impact: N/A

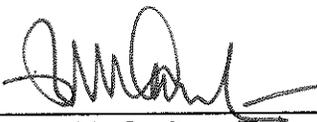
Growth Impact: N/A

Staff Impact: N/A

Recommendation: It is recommended that the Surfside Town Commission approve the resolution authorizing the Mutual Aid Agreement and Joint Declaration with the Town of Medley Police Department.



David Allen, Chief of Police



Roger M. Carlton, Town Manager

RESOLUTION NO. 11 - ____

A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING AND DIRECTING THE TOWN MANAGER AND TOWN CLERK TO EXECUTE A MUTUAL AID AGREEMENT FOR VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE WITH THE TOWN OF MEDLEY, FLORIDA POLICE DEPARTMENT.

WHEREAS, the Town Commission of the Town of Surfside, Florida would like to enter into a Mutual Aid Agreement For Voluntary Cooperation And Operational Assistance Between the Town of Surfside Police Department and the Town of Medley Police Department;

WHEREAS, the Town Commission believes that it is in the best interest of the Town to enter into the agreement attached as Exhibit "A";

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

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

Section 2. Authorization. The Town Commission hereby authorizes the execution of the Mutual Aid Agreement For Voluntary Cooperation And Operation Assistance Between the Town of Surfside Police Department and the Town of Medley Police Department attached hereto as Exhibit "A" and authorizes the Town Manager and Town Police Chief to do all things necessary to effectuate this Agreement.

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

Motion by Commissioner _____, Second by Commissioner _____.

PASSED AND ADOPTED this _____ day of August, 2011

FINAL VOTE ON ADOPTION

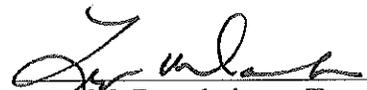
Commissioner Michael Karukin _____
Commissioner Edward Kopelman _____
Commissioner Marta Olchyk _____
Vice Mayor Joseph Graubart _____
Mayor Daniel Dietch _____

Daniel Dietch, Mayor

ATTEST:

Debra E. Eastman, MMC
Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:



Lynn M. Dannheisser, Town Attorney



MEDLEY POLICE DEPARTMENT

Jeanette Said Jinete
Chief of Police

July 11, 2011

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

Dear Chief Allen:

Enclosed, please find a mutual aid agreement for your consideration. We hope that you will execute the enclosed agreement to facilitate the working relationship between our two departments.

Please find three (3) original Mutual Aid Agreements between the Town of Medley and the Town of Surfside. Please forward the agreements to the appropriate Town of Surfside officials for their signature, keeping one (1) and returning two (2) to our agency. An executed copy will be forwarded to Florida Department of Law Enforcement as per **Chapter 23, F.S., The Florida Mutual Aid Act.**

Thank you for your continued support in matters of mutual professional concerns. Should you have any questions and/or need further assistance, please do not hesitate to contact me at (305) 883-2047.

Sincerely,

A handwritten signature in cursive script that reads "Jeanette Said-Jinete".

Jeanette Said-Jinete
Chief of Police

JSJ/cih

(305) 883-2047 | Fax: (305) 805-3720 | 7331 N.W. 74th Street | Medley, Florida 33166-2409

jsaid@medleypd.com | www.medleypd.com

Mutual Aid Agreement

Between the Town of Medley and the Town of Surfside Police Department

Whereas, it is the responsibility of the government of the Town of Medley, Miami-Dade County, Florida and the Surfside, Miami-Dade County, Florida to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

Whereas, because of the continuing possibility of the occurrence of the law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel , equipment , or facilities of the Town of Medley Police Department and/or the Town of Surfside Police Department; and

Whereas, in order to ensure the ability of these laws enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and preserve the lives and property of the people of the Town of Medley and the Surfside; and

Whereas, Town of Medley and the Town of Surfside have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a Mutual Aid Agreement;

NOW, THEREFORE, BE IT KNOWN that the Town of Medley and the Town of Surfside municipal corporations of the State of Florida, by and through their undersigned representatives, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. **Short Title:** Mutual Aid Agreement
2. **Description:** Since this Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations, this

Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as describes in Chapter 23, Florida Statutes.

3. **Definitions:**

a. **Joint Declaration:** A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the joint declaration shall be filed with the clerks of the respective municipalities and shall thereafter become part of this Agreement. Said declaration may be amended or supplemented by mutual agreement at any time, upon filing a subsequent declaration with the clerks of the respective municipalities.

b. **Agency or participating Law Enforcement Agency:** Either the Town of Medley Police Department or the Town of Surfside Police Department.

c. **Agency Head:** Either the Chief of Police of the Town of Medley Police Department or the Chief's designees; and the Chief of Police of the Town of Surfside Police Department , or the Chief's designees.

d. **Authorized Agency Representative:** Agency head as defined herein.

e. **Participating Municipal Police Department:** The Police Department of any municipality in Miami-Dade County, Florida, that has approved and executed this Agreement upon the approval of the governing body of that municipality.

f. **Certified Law Enforcement Employee:** Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

4. **Operations:**

a. In the event that a party to this Agreement is in need of assistance as specified in the applicable joint declaration attached as Exhibit "A", an authorized representative of the Police Department requiring assistance shall notify the Agency from whom such assistance is requested. The authorized Agency Representative (Chief or Designee) whose assistance is sought shall evaluate the situation and his/her available resources, and will respond in a manner deemed appropriate.

b. Each party to this Agreement agrees to furnish necessary manpower, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete unreasonably its own manpower, equipment, facilities, and other resources and services in rendering such assistance.

c. The Agency Head of the participating Law Enforcement Agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting Agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing Agency.

5. **Powers, Privileges, Immunities, and Costs:**

a. All employees of the participating Law Enforcement Agencies, including certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employed municipality pursuant to a request for aid made in accordance with this Agreement, shall, pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the municipality in which they are normally employed.

b. The municipality having financial responsibility for the Law Enforcement Agency providing services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of the same.

c. The municipality having financial responsibility for the Law Enforcement Agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement during the time of the rendering of such aid and shall defray actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due to such employees.

d. All exemption from ordinance and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death, and other benefits which apply to the

activity of such officers, agents, or employees of any such agency when performing their respective functions within the territorial limits of their respective agencies shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorially under the provisions of this Mutual Aid Agreement. The provisions of this Agreement shall apply with equal effect to paid auxiliary employees.

6. **Forfeitures:** It is recognized that during the course of the operation of this Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitable distributed among the participating agencies in proportion to the amount of investigation and participation performed by each Agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.

7. **Indemnification:** The municipality having financial responsibility for the Law Enforcement Agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting Law Enforcement Agency and its municipality in any suit, actions, or claim for damages resulting from any and all acts or conduct of employees of said providing Agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable. The municipality requesting aid shall indemnify the municipality providing aid from any suits, claims or damages resulting from any act or conduct of employees of the requesting municipality.

8. **Conflicts:** Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the later, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.

9. **Effective Date and Duration:** This Agreement shall be in effect from date of signing, through and including, July 15, 2016. Under no circumstances may this Agreement be renewed, amended, or extended except in writing.

10. **Cancellation:** This Agreement may be cancelled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the Chief Executive Officer of the parties hereto.

AGREED TO AND ACKNOWLEDGED this ____ day of _____, 2011



RAMON RODRIGUEZ
MAYOR
TOWN OF MEDLEY, FLORIDA

ROGER M. CARLTON
TOWN MANAGER
SURFSIDE, FLORIDA

Date: 7-14-11

Date: _____

Attest:

Attest:


HERLINA TABOADA
TOWN CLERK
TOWN OF MEDLEY, FLORIDA

DEBRA E. EASTMAN
TOWN CLERK
SURFSIDE, FLORIDA

APPROVED AS TO FORM

AND LEGAL SUFFICIENCY:



MICHAEL A. PIZZI, Jr.

TOWN ATTORNEY

TOWN OF MEDLEY, FLORIDA



LYNN M. DANNHEISSER, P.A.

TOWN ATTORNEY

SURFSIDE, FLORIDA



JÉANETTE SAID-JINETE

CHIEF OF POLICE

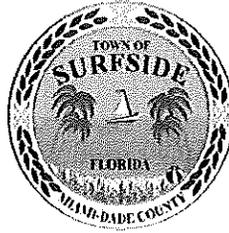
TOWN OF MEDLEY, FLORIDA



DAVID ALLEN

CHIEF OF POLICE

SURFSIDE, FLORIDA



Town of Surfside Commission Communication

Agenda Item #: 9B

Agenda Date: August 9, 2011

Subject: Community Center Guest Policy

Background: Prior to implementing a guest policy that would accommodate guests of residents the Parks and Recreation Committee recommended that the total pool traffic be monitored during the facility's first month of operation and reported back to the Committee. Subsequently, at the July 12, 2011 Town Commission Meeting, the Town Commission directed the Parks and Recreation Committee to formulate a guest policy with a fee structure for patrons accompanied by a Surfside resident with a valid ID card that would allow residents to bring friends and/or family with them into the facility.

Analysis: Upon analysis of pool usage data since the opening of the Community Center, as well as comparison with other similar aquatic facilities in the Miami-Dade area, the Parks and Recreation Committee decided that it would be best to implement a policy wherein residents would be allowed to bring into the facility up to five guests, per household, per day, at a cost of \$5.00 per guest, excluding infants.

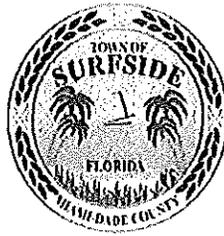
Budget Impact: The estimated budget impact from the revenue generated through the proposed guest policy would be approximately \$10,000 over the course of a single year.

Staff Impact: Staff implemented the policy effective Saturday, July 23, 2011. The Town Commission also requested that the Parks and Recreation Committee review the question of facility rentals. The Parks and Recreation Committee's decision was to defer this discussion until their August meeting.

Recommendation: The Commission confirm the already implemented guest policy.

Department Head

Town Manager



Town of Surfside Commission Communication

Agenda Item #:

Agenda Date:

Subject: Community Center Guest Policy

Background: Prior to implementing a guest policy that would accommodate guests of residents the Parks and Recreation Committee recommended that the total pool traffic be monitored during the facility's first month of operation and reported back to the Committee. Subsequently, at the July 12, 2011 Town Commission Meeting, the Town Commission directed the Parks and Recreation Committee to formulate a guest policy with a fee structure for patrons accompanied by a Surfside resident with a valid ID card that would allow residents to bring friends and/or family with them into the facility.

Analysis: Upon analysis of pool usage data since the opening of the Community Center, as well as comparison with other similar aquatic facilities in the Miami-Dade area, the Parks and Recreation Committee decided that it would be best to implement a policy wherein residents would be allowed to bring into the facility up to five guests, per household, per day, at a cost of \$5.00 per guest, excluding infants.

Budget Impact: The estimated budget impact from the revenue generated through the proposed guest policy would be approximately \$10,000 over the course of a single year.

Staff Impact: Staff will implement the policy effective Saturday, July 23, 2011. As discussed at the July 12, 2011 Town Commission meeting please let us know within 24 hours if you have any concerns regarding this policy. If not, the policy will be implemented as recommended by the Parks and Recreation Committee. The Town Commission also requested that the Parks and Recreation Committee review the question of facility rentals. The Parks and Recreation Committee's decision was to defer this discussion until their August meeting.

Recommendation: The Commission approve the suggested guest policy for one month. As mentioned above, staff will implement the \$5.00 per non-resident policy on July 23, 2011. This policy will be brought to the Town Commission for formal, retroactive approval during the August 9, 2011 Town Commission meeting.



Department Head



Town Manager



RecTrac LIVE
PASS VISIT LOG

VISIT TOTALS BY PASS TYPE:

Pass	Description	Category	Visits Records	Visit Count	Visit Hours	Visit Amount
G5U	Guest Under 5	ZZZ-NOT	6	10	0.00	50.00
GADULT	Guest Adult	ZZZ-NOT	99	154	0.00	770.00
GSNR	Guest Senior	ZZZ-NOT	2	2	0.00	10.00
GTEEN	Guest Teen	ZZZ-NOT	19	28	0.00	140.00
GYTH	Guest Youth	ZZZ-NOT	63	102	0.00	510.00

VISIT TOTALS BY PASS CATEGORY:

Category	Description	Visits Records	Visit Count	Visit Hours	Visit Amount
ZZZ-NOT	Category Not Linked	189	296	0.00	1,480.00

GRAND TOTALS:

Total Visit Records for Selection Criteria: 189
 Total Visit Count for Selection Criteria: 296
 Total Visit Hours for Selection Criteria: 0.00
 Total Visit Amount for Selection Criteria: 1480

SELECTION CRITERIA:

Date Range: 07/23/2011 Thru 07/31/2011
 Time Range: 12:00A Thru 11:59P
 Pass Number Range: 0 Thru 999999
 Location Range: Thru ZZZZZ
 Purpose Match Option: All Matches Req
 Include Purpose Codes:
 Exclude Purpose Codes
 Report Option: Summary
 Show Pass Type Totals: Yes
 Unique (By Day) Member Visits Only: Yes
 Pass Type Range: Thru
 Wildcard:
 Individual Pass Type Selections: GADULT,GSNR,GTEEN,G5U,GYTH



Town of Surfside Commission Communication

Agenda Item # 9C

Agenda Date: August 9, 2011

Subject: Solid Waste and Recycling Charges on Annual Property Tax Bills

The Town of Surfside provides solid waste removal and recycling services to approximately 1,145 single family residential customers, 62 multi-family dwellings and 142 commercial customers primarily located in the downtown area. For many years the billing has been accomplished quarterly or annually using shared employees in the Utilities and the Building Departments. A small percentage of the customers either repeatedly pay late, or in some cases do not pay at all. Based upon public health issues and State law, we are not able to stop garbage collection if the customer is late or has not paid. The Town places a lien on the property of delinquent accounts, but the Town must wait until the person either sells or refinances the property to collect the amounts due. Recently with the foreclosure crisis, this problem has become worse since mortgagors are reluctant to meet the responsibilities of the foreclosed mortgagees.

Miami Dade County offers a service through an interlocal agreement (Coral Gables sample attached) which allows the solid waste assessment to be billed as an non-ad valorem amendment to the annual property tax bill. There are a number of advantages to utilizing the process

- The Town does not incur the cost of billing the customers quarterly or annually, and
- The Town does not incur the cost of collecting quarterly or annual bills.

The Town provides the information to the Miami Dade County Tax Collector, who in turn, adds this non-ad valorem charge to the property (ad valorem) tax bill.

The Town of Surfside currently allocates the annual salary of a full time employee to the Solid Waste Fund in the amount of \$40,435, including fringe benefits. This employee could be reassigned to handle a number of recently enacted ordinances which require interface with citizens such as, the residential parking permits, commercial vehicle permits, short term rental collections and the upgraded resort tax program.

Residents would remit the payment at the same time, and on the same terms, with their annual property tax bill. As an incentive, those who remit payment before April 1 would be eligible for a pro-rata discount of up to 4%. It should be noted that a Solid Waste study performed during fiscal year 2009/2010 recommended this change.

The cost charged to the Town by Miami-Dade County for single family residential is approximately two percent of gross billing (\$8,000 annually). Assuming that property tax bills are paid on average to achieve a two percent discount, there would be another \$8,000 cost for that discount. The resulting \$16,000 cost is significantly less than the cost of an employee.

Staff believes that single family residential billing, which is an annual fixed charge, would be a relatively simple transition. We are reviewing the multifamily billing which is borne by the condo associations and

translates to a monthly or quarterly cost to the residents. The commercial billing is not recommended, because the billing goes to the tenants who could change throughout the fiscal year.

If implemented, the billing change would not occur until Fiscal Year 2012/2013 because the TRIM notices are mailed by the Tax Collector in August and must have the information regarding the rates for the solid waste and recycling services six months in advance.

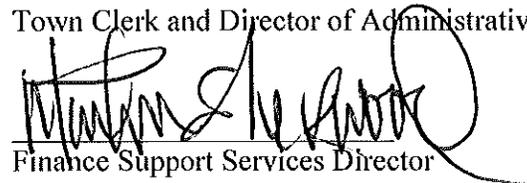
Our purpose for bringing this forward is to determine if the Town Commission is supportive of making this transition for Fiscal Year 2012/2013.



Debra E. Eastman, MMC
Town Clerk and Director of Administrative Services



Town Manager



Finance Support Services Director

INTERGOVERNMENTAL COOPERATION AGREEMENT

**By and Among
MIAMI-DADE COUNTY
AND
CITY OF CORAL GABLES**

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 2010, by and among Miami-Dade County on behalf of the Tax Collector (hereinafter referred to as "Tax Collector"), Florida, Miami-Dade County Office of the Property Appraiser (hereinafter referred to as "Property Appraiser"), and the City of Coral Gables, Florida (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, the City intends to adopt non-ad valorem assessments or special assessments for the cost of providing solid waste collection services to property within the incorporated area of the City; and

WHEREAS, the City intends to utilize the uniform method of collection, as outlined in Sections 197.3632 and 197.3635, Florida Statutes, for collecting the above-referenced non-ad valorem special assessments for the aforementioned services; and

WHEREAS, the City has requested that the Property Appraiser and Tax Collector include its adopted non-ad valorem assessments for solid waste collection services, to property within the incorporated area of the City on the Notice of Proposed Property Taxes as specified in Section 200.069, Florida Statutes, and on the Combined Notice of Ad Valorem and Non-Ad Valorem Assessments provided for in Section 197.3635 Florida Statutes; and

WHEREAS, pursuant to Section 197.3632, Florida Statutes, the City, Tax Collector and Property Appraiser must enter into a written agreement evidencing the

Tax Collector's and Property Appraiser's agreement to place the City's herein specified non-ad valorem assessments on the TRIM Notice and tax bill; and

WHEREAS, the City has duly complied with the Notice provisions and adopted Resolution No. 2010-284, in compliance with the required resolutions set forth in Section 197.3632 Florida Statutes, so as to entitle the City to utilize the non-ad valorem method of collection.

NOW, THEREFORE, for good and valuable consideration, and intending to be legally bound hereby, the County Tax Collector, Property Appraiser and the City agree as follows:

1. The Property Appraiser agrees to place the City's non-ad valorem assessments for solid waste services, to property within the incorporated area of the City on the Notice of Proposed Property Taxes and Proposed or Adopted Non-Ad Valorem Assessments prepared in accordance with Section 200.069, Florida Statutes.
2. The Tax Collector agrees to the City's request to place its adopted non-ad valorem assessments for solid waste services, to property within the incorporated area of the City on the Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments in accordance with Section 197.3635, Florida Statutes.
3. The City agrees that all certified assessment rolls will be maintained and transmitted to the Property Appraiser and Tax Collector on compatible electronic medium as defined in Section 197.3632(1), Florida Statutes.
4. The City, Property Appraiser and Tax Collector agree that, in consideration for services herein agreed to be performed by the Property Appraiser and Tax Collector, the Property Appraiser and Tax Collector

shall be entitled to retain the actual costs of collection, not to exceed two percent (2%) on the amount of special assessments collected and remitted.

5. **Duration of this Agreement.** This Agreement shall take effect upon signing and shall extend to the collection of special assessments until canceled by either party pursuant to Section 9 herein.
6. **Severability of the Provisions in this Agreement.** The provisions in this Agreement, except for Section 3, are intended to be severable. If any provision of this Agreement shall be held to be invalid or unenforceable in whole or in part, such provision shall be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of the remaining provisions of this Agreement.
7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
8. **Amendments or Modifications of this Agreement.** It is anticipated by the parties that the terms and conditions of this Agreement will be periodically amended or modified. Such amendments or modifications must be in writing and must be duly executed by all parties to this Agreement.
9. **Cancellation.** This Agreement may be canceled by either party upon thirty (30) days written notice to the other party.
10. **Binding Effect.** This Agreement shall be binding upon and enforceable against any successors of each respective party, including but not limited to successive City Mayors, City Managers, County Managers, Property

Appraisers, Tax Collectors, City Commissioners, Council Members and County Commissioners.

- 11. **Intent to be Legally Bound.** By signing this Agreement, the parties hereto confirm and state that they have carefully read this Agreement, that they know the contents hereof, that they fully expect to carry out each and every provision, and that they intend to be legally bound by the rights and obligations set forth herein.
- 12. **Headings.** The headings for each paragraph in this Agreement are for the purposes of reference only and shall not limit or otherwise affect the meaning of any provision.
- 13. **Complete Agreement.** This document shall represent the complete agreement of the parties.

IN WITNESS WHEREOF, the parties hereto execute this Agreement, and they affirm that they have the power to do so on behalf of the City and the County.

(SEAL)

CITY OF CORAL GABLES, FLORIDA
A municipal corporation of the
State of Florida

ATTEST:

By: _____

By: _____

(name and title)

(name and title)

ATTEST:

MIAMI-DADE COUNTY, FLORIDA
OFFICE OF THE PROPERTY APPRAISER

By: _____
Harvey Ruvin
County Clerk

By: _____
Pedro J. Garcia
Property Appraiser

Approved as to legal sufficiency:

By: _____
Assistant County Attorney

Debra Eastman

From: Lynn Dannheisser
Sent: Tuesday, August 02, 2011 10:46 AM
To: Elected Officials
Cc: Roger Carlton; Debra Eastman
Subject: FW: 9501 Collins Avenue LLC Sale to Greystone Residential LLC
Attachments: 20110802100239713.pdf

All:

Legal counsel for 9501 Collins Avenue LLC has just delivered to me the attached notice and waiver of right of first refusal and a copy of the proposed contract for sale of the property to Greystone Residential. The prior administration required this property owner to offer to the Town a first right to purchase this property in the event it received an offer by any third party. We have ten (10) days to exercise this right. This will be placed on the August 9th agenda as a discussion item.

Lynn

Lynn M. Dannheisser
 Town Attorney
 Town of Surfside
 9293 Harding Ave
 Surfside, Fl 33154
 305-993-1065
 305-993-5097 (fax)
ldannheisser@townofsurfsidefl.gov

"Fiat justicia, ruat coleum."

"Let justice be done even if the heavens themselves shall fall."

Mansfield, 1772

to or from Municipal employees regarding town business are public records, available to the public and media upon request. Therefore, this e-mail message may be subject to public disclosure.

-----Original Message-----

From: scan@townofsurfside.gov [mailto:scan@townofsurfside.gov]
Sent: Tuesday, August 02, 2011 10:03 AM
To: Lynn Dannheisser
Subject:

This E-mail was sent from "RNPE8C723" (Aficio MP C2550).

Scan Date: 08.02.2011 10:02:39 (-0400)
 Queries to: scan@townofsurfside.gov

BENNETT G. FELDMAN

Attorney at Law
2655 Lejeune Road
Suite 514

Coral Gables, Florida 33134

Telephone (305) 445-9909 Fax (305)461-5088

received
8/2/11

in hand

August 1, 2011

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Town of Surfside
9293 Harding Avenue
Surfside FL 33154

Re: NOTICE OF INTENT TO SELL
9501 Collins Avenue LLC to Greystone Residential LLC
Right of First Refusal to the Town of Surfside
Lot 1 Block 2 Altos Del Mar No. 6 According to the Plat thereof as
recorded In Plat book 8 at Page 106 of the Public Records of
Miami Dade County, Florida (the "Property")

Gentlemen:

The Town of Surfside has a right of first refusal to purchase the above described Property pursuant to the terms of that certain Amended Declaration of Restrictive Covenant dated June 12, 2009 and recorded June 17, 2009 in Official Records Book 26905, Page 2821 of the Public Records of Miami Dade County, Florida. (the "Covenant") (COPY ATTACHED)

Attached is a Real Estate Sale Agreement to sell the Property to Greystone Residential LLC. (the "Contract")

Pursuant to the Covenant, the Town of Surfside has 10 days from receipt of this Notice of Intent to Sell the Property within which to elect to exercise its right of first refusal to purchase the Property under the same terms and conditions as the Contract.

If the Town of Surfside elects to exercise its right of first refusal, please execute the election and return it to me with the deposit of \$250,000 payable to Arnstein & Lehr LLP, Attorney at Law IOTA Trust Account (the "Escrow Agent") and we will proceed under the Contract.

Town of Surfside
Notice of Intent to Sell
August 1, 2011
Page 2

If the Town of Surfside does not intend to exercise its right of first refusal, please execute the enclosed Waiver as provided in the Covenant.

Failure to respond in writing as provided in the Covenant could delay closing and expose the Seller to significant damages.

Very truly yours


BENNETT G. FELDMAN

cc: Hand Delivery
Roger Carleton, Town Manager
Lynn M. Dannheisser, Esq. Town Attorney.
Clerk, Town of Surfside

**TOWN OF SURFSIDE
EXERCISE OF RIGHT OF FIRST REFUSAL**

THE TOWN OF SURFSIDE ELECTS TO EXERCISE ITS RIGHT OF FIRST REFUSAL. HERewith ATTACHED IS PAYMENT OF \$250,000 PAYABLE TO Arnstein & Lehr LLP ATTORNEY AT LAW IOTA TRUST ACCOUNT (the "Escrow Agent") PURSUANT TO THE CONTRACT FOR SALE.

TOWN OF SURFSIDE

BY: _____

Name:

Position:

DEPARTMENT: _____

DATED: _____

**TOWN OF SURFSIDE
WAIVER OF RIGHT OF FIRST REFUSAL**

THE TOWN OF SURFSIDE ELECTS NOT TO EXERCISE ITS RIGHT OF FIRST REFUSAL.

TOWN OF SURFSIDE

BY: _____

Name:

Position:

DEPARTMENT: _____

DATED: _____

WAIVER OF RIGHT OF FIRST REFUSAL

The Town of Surfside elects not to exercise its Right of First Refusal as set forth in the Amended Declaration of Restrictive Covenant dated June 12, 2009 and recorded June 17, 2009 in Official Records Book 26905, Page 2821 of the Public Records of Miami Dade County, Florida. (the "Covenant") regarding the following described real property:

Lot 1, Block 2, of ALATOS DEL MAR No. 6, according to the Plat thereof as recorded in Plat Book 8, at page 106, of the Public Records of Miami-Dade County, Florida a/k/a 9501 Collins Avenue, Surfside, Florida.

Dated _____, 2011

TOWN OF SURFSIDE

By _____
Name:
Title:

STATE OF FLORIDA
COUNTY OF MIAMI DADE

The foregoing instrument was acknowledged before me this ___ day of August ___ 2011 by _____, as the _____ of the Town of Surfside, and on behalf of said municipality and who is/are personally known to me or who has produced _____ as identification and who did ___ did not ___ take an oath.

My commission expires:

NOTARY PUBLIC

AMENDED DECLARATION OF RESTRICTIVE COVENANT

THIS AMENDED DECLARATION OF RESTRICTIVE COVENANT (the "Declaration"), made this day 12th of June 2009 by 9501 Collins Avenue LLC, A Florida limited liability company, (the "Owner"), in favor of The Town of Surfside. (the ATown@ or "Grantee"). This Amended Declaration of Restrictive Covenant shall amend and replace the Declaration of Restrictive Covenant recorded March 12, 2009 in Official Records Book 2675 at Page 574 of the Public Records of Miami Dade County, Florida.

W I T N E S S E T H

WHEREAS, the Owner holds fee-simple title to certain property in the Town of Surfside Florida, located at 9501 Collins Avenue, Surfside, Florida, legally described as Lot 1, Block 2, Altos del Mar No. 6 according to the Plat thereof as recorded in Plat Book 8 at page 106 Public Records of Miami Dade County, Florida

(the "Property"); and

WHEREAS, the Owner is seeking an extension of time to obtain building permits from the Town. and

WHEREAS, the Owner is desirous of making a binding commitment to the Town to provide the Town with a right of first refusal to purchase the Property in the event that the owner offers to sell the Property before it is submitted to condominium ownership in accordance with the provisions of this Declaration.

NOW, THEREFORE, the Owner voluntarily covenants and agrees that the Property shall be subject to the following restrictions that are intended and shall be

deemed to be covenants running with the land and binding upon the Owner of the Property, its successors in interest and assigns, as follows:

1. Recitals The recitals and findings set forth in the preamble of this Declaration are hereby adopted by reference thereto and incorporated herein as if fully set forth in this Section.
2. In the event Applicant wishes to sell or transfer the Property, and in the event said Property has not been subdivided into individual residential condominium units, then Applicant agrees to grant the Town a right of first refusal (sometimes referred to as "Covenant") to purchase the Property on the same terms and at the same price as the third party offer and upon the following terms and conditions:
 - i In the event Owner, its successors and/or assigns, wishes to sell the Property, Owner shall give the Grantee written notice by certified mail, return receipt requested, together with a copy of an executed offer from a third party and Grantee shall have the option to purchase the Property at the same price, terms and conditions of the third party offer.
 - ii Grantee shall have ten (10) days from acknowledgement of receipt of the offer within which to exercise his option to purchase the Property.
 - iii In the event Grantee exercises his option to purchase the Property, Grantee may exercise same and take title to the Property in the name of Grantee or any entity owned or controlled by Grantee.
 - iv In the event Grantee fails to exercise this right of first refusal within ten days from receipt of said notice, Owner shall be free to sell the Property pursuant to the price, terms and conditions of the third party offer. In the

event Grantee chooses not to exercise his right of first refusal to purchase the Property on any transfer, he shall, upon request by grantor deliver a written waiver of same to Owner to be recorded in the Public Records of Miami-Dade County, Florida.

A waiver of, or failure to exercise, Grantee's Right of First Refusal incident to any transfer shall not in any way extinguish Grantee's Right of First Refusal in any subsequent transfer(s) by any owner of the Property.

3. Grantee's Right of First Refusal shall run with the land and shall be binding on all future Owners, their heirs, assigns and/or successors in title.

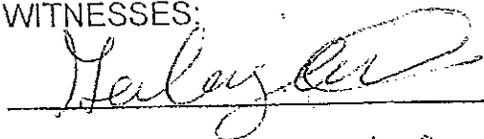
4. Grantee's Right of First Refusal shall be in effect for a period of ninety nine years from the date hereof. Notwithstanding the aforementioned statement, this Right of First Refusal shall automatically terminate if the Property is developed into residential condominium units.

5 Effective Date. This instrument shall constitute a Declaration running with the title to the Property and be binding upon Owner, its successors and assigns upon recordation in the Public Records of Miami-Dade County, Florida.

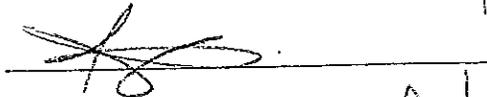
6 Recording. This Declaration shall be filed of record among the Public Records of Miami-Dade County, Florida, at the cost of the Owner.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 12 day of June 2009

WITNESSES:



Printed Name: EINAT GABAY 6/12/09



Printed Name: EDDIE SACHAR 6/12/09

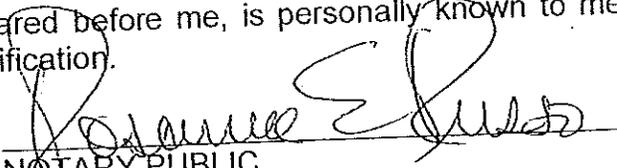
9501 Collins Avenue LLC

By:  6/12/09

As: Managing Member

STATE OF NEW YORK)
) ss:
COUNTY OF NASSAU)

The foregoing instrument was acknowledged before me this 12 day of June 2009 by Avi Shirabani, managing member of 9501 Collins Avenue LLC, a Florida limited liability company. He personally appeared before me, is personally known to me or produced NYDL as identification.


NOTARY PUBLIC
STATE OF NEW YORK
My commission expires: 01-21-2010

Prepared by:
Bennett G. Feldman, Esq.
2655 Lejeune Road
Suite 514
Coral Gables FL 33134

ROSANNE E. R'ISSO
Notary Public - State of New York
NO. 01RU4990952
Qualified In Nassau County
My Commission Expires
Jan. 21, ~~2009~~ 2010

REAL ESTATE SALE AGREEMENT

THIS AGREEMENT (this "Agreement") is entered into as of the Effective Date (as hereinafter defined), between 9501 COLLINS AVENUE, LLC, a Florida limited liability company ("Seller"), and GREYSTONE RESIDENTIAL, LLC, a Florida limited liability company, and/or its assigns ("Purchaser").

RECITALS

A. Seller is the owner of fee simple title to a certain parcel of property located at 9501 Collins Avenue, Miami Beach, Miami-Dade County, Florida, which property consists of vacant land and is more particularly described on Exhibit "A" attached hereto and made a part hereof (to be verified by survey, the "Real Estate").

B. In connection with the development of the Real Estate, Seller is the owner and holder of certain plans and specifications and other entitlements for the construction and development of seven (7) townhomes on the Real Estate, each one made up of four (4) stories and containing approximately 3500 square feet (collectively, the "Entitlements").

C. Purchaser wishes to purchase and Seller desires to sell the Premises (as hereinafter defined), pursuant to the terms stated herein.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants, representations, warranties and agreements contained herein, and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged by all the parties, it is agreed as follows:

TERMS

1. Incorporation of Recitals. The Recitals to this Agreement are hereby incorporated into and made a part of this Agreement.

2. Purchase and Sale. In consideration of their mutual covenants set forth in this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, for the Purchase Price (as hereinafter defined) and on the terms and conditions set forth herein, the following:

(a) All of the Real Estate.

(b) All structures, buildings, improvements and fixtures owned by Seller and located on the Real Estate ("Improvements").

(c) All tangible personal property owned by Seller located on or in the Real Estate or Improvements and used in connection with the operation and maintenance of the Real Estate or Improvements (the "Personal Property").

(d) All intangible property owned by Seller and used in connection with the Real Estate and Improvements, including all hereditaments, privileges, tenements and appurtenances belonging to the Real Estate, the Entitlements, all licenses, architect plans, surveys, plans and specifications, engineering reports, environmental reports, and warranties now in effect with respect to the Real Estate and Improvements, all development or usage rights of Seller solely with respect to the Real Estate and Improvements, and all equipment leases and all rights of Seller thereunder relating to equipment or property located upon the Premises, which will survive the closing ("Intangible Property"), all of which shall be transferred to Purchaser pursuant to an assignment ("Assignment of Intangible Property").

The Real Estate, Improvements, Personal Property and Intangible Property are sometimes collectively referred to herein as "Premises".

3. Purchase Price; Deposit. The purchase price for the Premises shall be FOUR MILLION AND 00/100 DOLLARS (\$4,000,000.00) ("Purchase Price"). The Purchase Price shall be payable as follows:

(a) To secure the performance by Purchaser of Purchaser's obligations under this Agreement, within three (3) business days after the Effective Date, Purchaser shall deliver to the law firm of Arnstein & Lehr LLP (the "Escrow Agent"), the sum of TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$250,000.00) by wire transfer of immediately available federal funds, the proceeds of which shall be held in trust as an earnest money deposit (the "Deposit"), by Escrow Agent, and disbursed only in accordance with the terms of this Agreement. Simultaneously with the execution and delivery of this Agreement by Purchaser, Purchaser shall execute and deliver to Escrow Agent and IRS Form W-9.

(b) The Purchase Price shall be paid to Seller as follows:

(i) TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$250,000.00), the Deposit described in Section 3(a) of this Agreement, which shall be paid to Seller at Closing; plus

(ii) SEVEN HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$750,000.00), in cash at Closing, subject to prorations and adjustments as provided in this Agreement, to be paid by wire transfer of immediately available federal funds.

(iii) THREE MILLION AND 00/100 DOLLARS (\$3,000,000.00), pursuant to the Seller Financing Documents (as hereinafter defined).

\$4,000,000.00, total Purchase Price.

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(c) The "Seller Financing Documents" shall consist of (i) a Promissory Note in the original principal stated amount of \$3,000,000, with a maturity date on the third (3rd) anniversary of Closing, no interest accruing (or the minimum permitted by law), a principal pay down of \$1,000,000 due on the 180th day after Closing, and a balloon payment of the remaining principal (\$2,000,000) upon maturity, and (ii) a Florida Mortgage securing the Promissory Note. Purchaser's counsel shall prepare the Seller Financing Documents for Seller's review and approval during the Due Diligence Period.

4. Closing.

(a) The consummation of the purchase and sale of the Premises ("Closing") shall take place at the offices of Escrow Agent or in a mail-away closing with First American Title Insurance Company ("Title Company") acting as closing and disbursement agent, on August 25, 2011 (the "Closing Date"), unless such date is extended according to the provisions of this Agreement (including but not limited to Seller's right to extend the Closing Date pursuant to Section 40 below), or by written agreement signed by the parties.

(b) The Purchase Price shall be paid in accordance with Section 3 of this Agreement and all documents necessary for the consummation of this transaction shall be executed and delivered on or prior to the Closing Date, and Seller shall deliver possession of the Premises to Purchaser.

(c) At Closing, Seller shall deliver the following documents:

(1) A Special Warranty Deed in recordable form properly executed on behalf of Seller, conveying to Purchaser the Real Estate in fee simple, subject only to the Permitted Exceptions;

(2) An Affidavit executed by an authorized person of Seller attesting to the absence of any liens (other than those being paid at Closing), parties-in-possession, which is also sufficient to insure the "gap" and in form reasonably acceptable to the Title Company.;

(3) A Bill of Sale executed by Seller, conveying to Purchaser the Personal Property;

(4) An affidavit to the effect that Seller is not a "foreign person" as that term is defined in section 1445(f)(3) of the Internal Revenue Code of 1954, as amended, which affidavit shall be in such form as may be prescribed by federal regulations;

(5) A Closing Statement which shall, among other things, set forth the Purchase Price, all credits against the Purchase Price, the amount of all prorations and other adjustments to the Purchase Price and all disbursements made at Closing on behalf of Purchaser and Seller in accordance with the terms of this Agreement (the "Closing Statement"); and

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(6) A duly executed and acknowledged Assignment of Intangible Property assigning and conveying to Purchaser the Intangible Property and containing an assumption by Purchaser of Seller's obligations arising out of Seller's ownership of the Intangible Property from and after the Closing Date, which assignment shall be prepared by Purchaser's counsel.

(d) At Closing, Purchaser shall deliver that portion of the Purchase Price due pursuant to Section 3(b) above, the Closing Statement, the Seller Financing Documents, and a title insurance policy insuring the Seller's mortgage lien as provided for in the Financing Documents.

(e) At Closing, Seller and Purchaser shall deliver to each other any other documents expressly required to be delivered or furnished pursuant to any other provisions of this Agreement or reasonably required to carry out the intent and purpose of this Agreement.

5. Due Diligence Period.

(a) Purchaser shall have until 5:00 p.m. on August 15, 2011 (the "Due Diligence Period") to make whatever reasonable inspections and investigations of the Premises that Purchaser may deem appropriate, at Purchaser's sole cost and expense, including, without limitation, with regard to the following:

- (i) the physical condition of the Improvements;
- (ii) the permitted uses of and improvements to the Premises under applicable building and zoning ordinances and the present compliance or non-compliance with the same;
- (iii) soil tests, surveying or engineering or engineering studies, zoning inquiries and other such tests, inquiries, studies, inspections and investigations which Purchaser deems necessary in order to determine whether the Premises are suitable for Purchaser's intended use thereof;
- (iv) evidence of any hazardous waste or similar materials on, under or about the Premises;
- (v) all existing contracts, covenants, agreements, restrictions, leases and tenancies affecting the Premises;
- (vi) the value of the Premises; and
- (vii) all survey matters.

For the purpose of conducting physical inspections, Seller agrees to provide Purchaser and its authorized agents reasonable access to the Premises between the hours of 9:00 a.m. and 5:00 p.m. on business days during the Due Diligence Period upon reasonable prior written

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notice to Seller, and Purchaser shall conduct such inspections in a manner not disruptive to the operation of the Premises. Purchaser hereby agrees to indemnify Seller and to hold Seller, Seller's agents and employees and the Premises harmless from and against any and all losses, costs, damages, claims or liabilities including, but not limited to, construction, mechanic's and materialmen's liens and attorneys' fees, arising out of or in connection with Purchaser's investigations of and/or entry upon the Premises. Purchaser's indemnity and hold harmless pursuant to this Section 5 shall survive the termination or expiration of this Agreement by Closing or otherwise. If Purchaser does not close on the purchase of the Premises under this Agreement, it shall return the Premises to the condition in which the Premises existed prior to any physical investigations undertaken by Purchaser, its agents and employees pursuant to this Agreement.

If Purchaser is dissatisfied, for any reason and in Purchaser's exclusive judgment, with the result of Purchaser's investigations, then Purchaser may cancel this Agreement by notifying Seller and Escrow Agent in writing (the "Purchaser's Cancellation Notice") of such cancellation prior to expiration of the Due Diligence Period. Upon receipt of Purchaser's Cancellation Notice, the Deposit shall be refunded to Purchaser by the Escrow Agent, both Seller and Purchaser shall be released and discharged from all further obligations under this Agreement, and neither Seller nor Purchaser shall be subject to any claim by the other for damages of any kind except Purchaser's indemnity and hold harmless agreements as provided in this Section of this Agreement and in other indemnity provisions of this Agreement. If no Purchaser's Cancellation Notice has been served upon Seller and Escrow Agent upon the expiration of the Due Diligence Period, then (i) Purchaser shall be deemed to have waived its right to cancel this Agreement under this Section, and (ii) the Deposit shall immediately become non-refundable, subject only to the provisions of Section 13 of this Agreement and/or any other termination rights under this Agreement which entitle Purchaser to a return of its Deposit.

6. Seller Representations, Warranties and Covenants. Seller represents and warrants to Purchaser and covenants and agrees with Purchaser as follows:

- (a) Seller has not entered into any contracts, arrangements, licenses, concessions, easements, or other agreements, including, without limitation, service arrangements and employment agreements, either recorded or unrecorded, written or oral, affecting the Premises, or any portion thereof or the use thereof.
- (b) Seller has no notice or knowledge of: (i) any pending or threatened lawsuits with respect to the Premises; or (ii) any pending or threatened condemnation proceedings with respect to the Premises.
- (c) During the period between the date of this Agreement and closing, Seller shall make all payments due prior to closing in connection with the Property, including all utility payments and payments or any other obligations affecting the Property.
- (d) Seller shall comply prior to Closing with all laws, rules, regulations, and ordinances of all governmental authorities having jurisdiction over the Premises. Seller shall be responsible for and shall promptly pay all amounts owed for labor,

materials supplied, services rendered and/or any other bills or amounts related to Seller and Seller's ownership and/or operation of the Premises prior to closing.

- (e) Prior to closing, no portion of the Premises or any interest therein shall be alienated, further encumbered, conveyed or otherwise transferred.
- (f) Seller is a limited liability company organized, validly existing and in good standing under the laws of the State of Florida. The execution, delivery and performance of this Agreement by Seller has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this document a valid and binding instrument enforceable against Seller in accordance with its terms.
- (g) Seller is not a "foreign person" within the meaning of the United States tax laws and to which reference is made in Internal Revenue Code Section 1445(b)(2). At Closing, Seller shall deliver to Purchaser an affidavit to such effect.
- (h) That to the best of Seller's knowledge, there has not been and there is not now (i) any Hazardous Substance (as hereinafter defined) present on the Real Estate, except in compliance with applicable laws, (ii) any present or past generation, recycling, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Substance on the Real Estate, except in compliance with applicable laws, or (iii) any failure to comply with any applicable local, state or federal environmental laws, regulations, ordinances or administrative or judicial orders relating to the generation, recycling, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Substance. Seller has not received any notice from any governmental authority regarding the presence of any Hazardous Substance, any present or past generation, recycling, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Substance or any failure to comply with any applicable local, state or federal environmental laws, regulations, ordinances or administrative or judicial orders relating to the generation, recycling, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Substance. As used herein, the term "Hazardous Substance" means any substance or material defined or designated as a hazardous or toxic waste material or substance, or other similar term by any federal, state or local environmental statute, regulation or ordinance presently or hereinafter in effect, as such statute, regulation or ordinance may be amended from time to time.
- (i) That, under the Declaration (as defined in Section 40 below), the Town of Surfside's time period for exercising the ROFR (as defined in Section 40 below) is ten (10) days starting from the date upon which Seller delivers the ROFR Notice (as defined in Section 40 below) to the Town of Surfside.

The representations and warranties of Seller as contained in this Section 6 shall survive Closing or termination of this Agreement.

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7. Title and Survey.

(a) Within five (5) days of the Effective Date, Seller shall deliver to Purchaser's attorney Seller's existing owner's title policy covering the Real Estate. Purchaser will obtain, at Seller's expense, a title insurance commitment (the "Title Commitment") issued by the Title Company covering the Real Estate pursuant to which the Title Company agrees to issue an ALTA owner's title insurance policy (with Florida modifications) to Purchaser in the amount of the Purchase Price showing title to the Premises, in Seller's name, which Title Commitment shall be subject only to (i) such title exceptions as are accepted by Purchaser, (ii) the general exceptions contained in the Title Commitment, and (iii) liens and encumbrances of a definite or ascertainable amount which can be removed at Closing or to which Purchaser has consented, and which were voluntarily created or assumed by Seller and not created by or resulting from the acts of Purchaser or other parties not related to Seller (collectively "Permitted Exceptions"). If Purchaser determines that any of the Permitted Exceptions interfere or prevent the development of the Real Estate as contemplated by the Purchaser, Purchaser, prior to the expiration of the Due Diligence Period, shall deliver to Seller written notice of Purchaser's objections if any, to such exceptions ("Unpermitted Exceptions"). If Purchaser fails to deliver such written notice of objection to Seller prior to the expiration of the Due Diligence Period, Purchaser shall be deemed to have waived its right to object to such Unpermitted Exceptions, which shall thereafter be deemed Permitted Exceptions. In the event that Purchaser shall so object to any such Unpermitted Exceptions, Seller shall notify Purchaser within five (5) business days following the date of Purchaser's notice of such objections that either (a) the Unpermitted Exceptions have been, or will be at or prior to Closing, removed from the Title Commitment or are or will be insured over by the Title Company, and in such event, if reasonably required to allow the parties to prepare for Closing, the Closing Date shall be deferred to a date mutually agreed upon by the parties, but for a period not to exceed ninety (90) days, or (b) Seller has failed to arrange to have the Unpermitted Exceptions removed or insured over by the Title Company. If Seller does not notify Purchaser that it has arranged to have the Unpermitted Exceptions removed or insured over within said five (5) business day period, Purchaser may elect either:

- (i) to terminate this Agreement, in which event the Deposit shall be returned to Purchaser as Purchaser's sole remedy hereunder; or
- (ii) to take title as it then is, which election must be made within five (5) days following expiration of said five-day period.

If Purchaser does not elect to so terminate this Agreement, then:

- (i) Purchaser shall be deemed to have agreed to accept title as it then is without any reduction in the Purchase Price;
- (ii) all Unpermitted Exceptions not removed from the Title Commitment will thenceforth be deemed Permitted Title Exceptions; and
- (iii) this Agreement shall remain in full force and effect.

Anything to the contrary in this Agreement notwithstanding, Seller shall have no affirmative obligation hereunder to expend any funds or incur any liabilities in order to cause any title exceptions to be removed from the Title Commitment or insured over. If the Title Commitment discloses exceptions other than the Permitted Title Exceptions, and other than those which Seller has agreed to insure against, pay or discharge, then, unless Purchaser agrees to accept title as it then is without reduction of the Purchase Price, Seller may, at its option, terminate this Agreement, in which event the Deposit shall be returned to Purchaser as Purchaser's sole remedy under this Agreement. The title insurance premium for the owner's title insurance policy to be issued pursuant to the Title Commitment shall be paid by Purchaser at Closing.

(b) Prior to the expiration of the Due Diligence Period, Purchaser may obtain, at Purchaser's expense, a survey (the "Survey") of the Premises meeting the minimum technical standards of the Florida Board of Land Surveyors, certified to Purchaser and to the Title Company. If the Survey shall reflect any material encroachments, overlaps or unrecorded easements not shown as a Permitted Exception (collectively "Survey Defects"), then Purchaser, prior to the expiration of the Due Diligence Period, may deliver to Seller written notice of those Survey Defects to which it objects, or Purchaser will be deemed to have waived any right to such objection. Seller shall have fifteen (15) days ("Survey Cure Period") from the date of receipt of Purchaser's notice of objections, if any, to cure the Survey Defects. If Seller fails to do so, Purchaser shall, within ten (10) days after the end of the Survey Cure Period, elect either to terminate this Agreement by delivering written notice thereof to Seller within said ten-day period, in which event the Deposit shall be returned to Purchaser as Purchaser's sole remedy hereunder, or be deemed to have accepted the Premises as is. If Purchaser fails to deliver such notice of termination within the time provided, (i) Purchaser shall be deemed to have agreed to accept the Premises as is without any reduction in the Purchase Price, and (ii) this Agreement shall remain in full force and effect. All Survey Defects (a) to which Purchaser makes no objection within the time provided in this paragraph, or (b) which Seller does not cure within the Survey Cure Period, and provided Purchaser does not terminate this Agreement as permitted herein, will, in either case, thenceforth be deemed Permitted Exceptions.

8. As Is. Purchaser represents and warrants to Seller that:

- (a) During the Due Diligence Period Purchaser shall not submit any application or request to the Town of Surfside seeking its permission or to determine the viability of constructing and/or developing on the Real Estate any project other than the development of seven (7) townhomes, each one made up of four (4) stories and containing approximately 3500 square feet as provided in the plans prepared by Jaime Shapiro & Associates, as the architect.
- (b) Except as specifically set forth in this Agreement, neither Seller nor any real estate broker, agent, or other representative of Seller has made any representations or warranties whatsoever regarding this transaction or any fact relating thereto, including, without limitation, any representations or warranties concerning the physical condition of the Premises, access, zoning laws, environmental matters, service contracts, expenses, operation, maintenance,

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construction, compliance with law, utilities, or any other matter affecting or related to the Premises or the use thereof.

- (c) IF PURCHASER HAS NOT EXERCISED ITS RIGHT TO TERMINATE THIS AGREEMENT WITHIN THE DUE DILIGENCE PERIOD, PURCHASER SHALL ACCEPT THE PREMISES "AS IS" AND "WHERE IS" AT CLOSING;
- (d) EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, PURCHASER IS BUYING THE PREMISES "AS IS" AND "WHERE IS", WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF FITNESS THE PREMISES FOR A PARTICULAR USE OR PURPOSE.
- (e) Except as otherwise expressly provided in this Agreement, Purchaser has not relied and will not rely on, and Seller is not liable for or bound by, any express or implied warranties, guaranties, statements, representations, or information pertaining to the Premises or relating thereto made or furnished by Seller or any real estate broker or agent representing or purporting to represent Seller, to whomever made or given, directly or indirectly, verbally or in writing, unless specifically set forth herein.

9. Prorations. The following adjustments to the Purchase Price paid hereunder shall be made between Seller and Purchaser and shall be prorated (as applicable) on a per diem basis up to and including the Closing Date:

(a) All real estate taxes and personal property taxes (collectively "Taxes"). Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount. In the event the Taxes for the year of Closing are unknown, the tax proration will be based upon the prior year's tax. Upon receipt of the actual tax bill, the taxes will be reprorated amongst the parties. At closing the parties will sign an agreement agreeing to reprorate the taxes.

(b) Certified, confirmed and ratified special assessments liens as of the Closing Date shall be credited to Purchaser at Closing; provided, however, to the extent any such liens are payable in installments, installments shall be assumed by Purchaser as of Closing provided that Seller pays same for those accruing prior to Closing. Purchaser shall receive no credit for pending special assessments.

Except as otherwise expressly provided in this Agreement, all prorations provided for herein shall be final.

10. Transfer Taxes; Title Charges. Seller and Purchaser agree to execute any real estate transfer declarations required by the state, county or municipality in which the Real Estate is located. Seller shall pay (a) the transfer tax including, without limitation, the documentary

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stamp tax and surtax due on the Deed, (b) all sales and transfer taxes or other fees assessed by any governmental authority against the Personal Property as the result of the sale and transfer of same as contemplated hereby, (c) the cost of the title commitment prepared by the Title Company not to exceed \$400, and (d) the cost a municipal lien/open permit/code violation search prepared by Reliable Lien Search not to exceed \$400. Purchaser shall pay (a) the cost of recording the instruments of conveyance, (b) the mortgage taxes (including documentary stamp tax and intangible tax) on the Seller Financing Documents, (c) the cost of the owner's and mortgagee title policies, and (d) the cost of recording mortgage in favor of Seller. Each party shall pay its own attorneys' fees except as otherwise provided in this Agreement.

11. Risk of Loss. Except as provided in any indemnity provisions of this Agreement, Seller shall bear all risk of loss with respect to the Premises up to the earlier of the dates upon which either possession or title is transferred to Purchaser in accordance with this Agreement. Notwithstanding the foregoing, in the event of damage to the Premises by fire or other casualty prior to the Closing Date, repair of which would cost less than \$10,000.00 (as determined by Seller in good faith) Purchaser shall not have the right to terminate its obligations under this Agreement by reason thereof, but Seller shall have the right to elect to either (a) repair and restore the Premises, (b) provide Purchaser with a credit on the Purchase Price equal to the estimated value of damage and repair necessary to restore the Premises, or (c) to assign and transfer to Purchaser on the Closing Date all of Seller's right, title and interest in and to all insurance proceeds paid or payable to Seller on account of such fire or casualty. Seller shall promptly notify Purchaser in writing of any such fire or other casualty and Seller's determination of the cost to repair the damage caused thereby. In the event of damage to the Premises by fire or other casualty prior to the Closing Date, repair of which would cost in excess of \$10,000.00 (as determined by Seller in good faith), then this Agreement may be terminated at the option of Purchaser, which option shall be exercised, if at all, by Purchaser's written notice thereof to Seller within five (5) business days after Purchaser receives written notice of such fire or other casualty and Seller's determination of the amount of such damages, and upon the exercise of such option by Purchaser this Agreement shall become null and void, the Deposit shall be returned to Purchaser, and neither party shall have any further liability or obligations hereunder. If Purchaser does not so elect to terminate, then Purchaser shall not have the right to terminate this Agreement and Seller shall assign and transfer to Purchaser on the Closing Date all of Seller's right, title and interest in and to all insurance proceeds paid or payable to Seller on account of such fire or casualty, and Seller shall have no obligation to repair or restore the Premises.

12. Condemnation. In the event between the date of this Agreement and the Closing Date, any condemnation or eminent domain proceedings are initiated which might result in the taking of any material part of the Real Estate or the Improvements or any portion thereof which will interfere with Purchaser's intended development of the Real Estate, Purchaser may:

(a) terminate this Agreement by written notice to Seller and immediately receive a return of its Deposit; or

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(b) proceed with the Closing, in which event Seller shall assign to Purchaser all of Seller's right, title and interest in and to any award made in connection with such condemnation or eminent domain proceedings.

Seller shall immediately notify Purchaser in writing of the commencement or occurrence of any condemnation or eminent domain proceedings. If such proceedings would result in the taking of any material part of the Real Estate or the Improvements, Purchaser shall then notify Seller, within ten (10) days of Purchaser's receipt of Seller's notice, whether Purchaser elects to exercise its rights under subparagraph (a) or subparagraph (b) of this Section. Closing shall be delayed, if necessary, until Purchaser makes such election. If Purchaser fails to make an election within such ten-day (10) period, Purchaser shall be deemed to have elected to exercise its rights under subparagraph (b) and Closing shall be delayed, if necessary, until the later to occur of (i) the Closing Date or (ii) five (5) days after the expiration of the ten-day (10) period.

13. Default.

(a) In the event that Seller should fail to consummate the transactions contemplated herein for any reason except Purchaser's default or the failure of Purchaser to satisfy any of the conditions to Seller's obligations set forth herein, Purchaser may, at its option, either (i) terminate this Agreement and receive a full and immediate refund of the Deposit (with interest, if any) held by Escrow Agent, or (ii) enforce specific performance of this Agreement. The foregoing shall be the sole and exclusive remedies available to Purchaser. Purchaser hereby expressly waives any right to seek damages against Seller. Notwithstanding the foregoing, if Seller has defaulted and specific performance is not a remedy available to Purchaser, then Purchaser may seek damages against Seller.

(b) In the event Purchaser should fail to consummate the transactions contemplated herein for any reason except default by Seller or the failure of the Seller to satisfy any of the conditions to Purchaser's obligations, the Escrow Agent shall deliver the Deposit (with interest, if any) to Seller and it shall become the property of Seller, such sum being agreed upon as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Agreement and because of the difficulty, inconvenience and uncertainty of ascertaining actual damages, and the parties shall thereupon be relieved and released from all other and further obligations under this Agreement, except that Seller shall be entitled to exercise any rights or remedies it may have by virtue of any indemnity created or granted herein. Purchaser and Seller acknowledge and recite that the retention of the Deposit as agreed upon liquidated damages is fair and reasonable considering all of the circumstances existing on the date of this Agreement, including the relationship of such sum to the range of harm to Seller that could be anticipated and the anticipation that proof of causation, foreseeability, and actual damages would be costly and/or inconvenient. Purchaser and Seller acknowledge that it would be impracticable or extremely difficult to fix the actual damage that Seller would incur if Purchaser breaches this Agreement.

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14. Notice.

All notices, consent, approvals and other communications which may be or are required to be given by either Seller or Purchaser under this Agreement shall be properly given only if made in writing (except as expressly provided to the contrary in this Agreement) and sent by (a) hand delivery, (b) electronic facsimile or electronic transmission with written confirmation of receipt from the other party, or (c) a nationally recognized overnight delivery service (such as Federal Express, UPS Next Day Air, or Airborne Express), with all delivery charges paid by the sender and addressed to the Purchaser or Seller, as applicable, as follows, or at such other address as each may request in writing. Such notices shall be deemed received, (1) if delivered by hand or overnight delivery service on the date of delivery and (2) if sent by electronic transfer on the date transmission is confirmed by telephone or return electronic transfer from the receiving party. The refusal to accept delivery by hand delivery or overnight delivery service shall constitute acceptance and, in such event, the date of delivery shall be the date on which delivery was refused. Said addresses for notices are to be as follows:

IF TO SELLER:

9501 Collins Avenue, LLC
34 Cedar Drive
Great Neck, NY 11021
Attention: Avi Sharabani, Managing Member
Facsimile: (516) 466-7494
E-mail: dahmor34@amcra.com

With a copy to:

Bennett G. Feldman, Esq.
2655 S Le Jeune Rd, Ste. 514
Coral Gables, FL 33134-5816
Telephone: (305) 445-9909
Facsimile: (305) 461-5088
E-mail: bfg@bellsouth.net

IF TO PURCHASER:

Greystone Residential, LLC
Attention: Franklin R. Kaiman
5 East 17th Street -- 2nd Floor
New York, New York 10003
Tel: 212-610-2855
facsimile: 212-610-2856
E-mail: F.Kaiman@PropertyNYC.com

With a copy to

Luis Flores
Arnstein & Lehr LLP
200 South Biscayne Boulevard

Suite 3600
Miami, Florida 33131-2395
Phone: 305.428.4500
Facsimile: 305.374.4744
E-mail: info@americanair.com

15. Time of Essence. Time is of the essence of this Agreement.
16. Governing Law; Venue. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Florida. The parties agree that any suit to be brought on this Agreement shall be brought in Miami-Dade County, Florida.
17. Counterparts. This Agreement may be executed in any number of counterparts and all counterparts shall be deemed to constitute a single agreement. The execution and delivery of such counterpart by any person or entity shall have the same force and effect as if that person or entity had executed all other counterparts. Any electronic transmittal thereof, including email or facsimile, bearing any person's signature, shall have the same force and effect as would physical delivery to the same recipient of a copy hereof bearing such person's original signature.
18. Captions. The captions in this Agreement are inserted for convenience of reference and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.
19. Assignability. This Agreement is not assignable by Purchaser other than to an affiliate or related entity of Purchaser in which Purchaser or purchaser's principal, Kevin Maloney, owns at least a direct or indirect interest (direct or indirect) ("Permitted Assignment"). Purchaser will provide notice to Seller of any such Permitted Assignment at least three (3) days prior to Closing.
20. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns.
21. Modifications; Waiver. No waiver, modification amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is sought.
22. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations or statements, oral or written, are superseded hereby.
23. Partial Invalidity. Any provision of this Agreement which is unenforceable or invalid or the inclusion of which would adversely affect the validity, legality or enforcement of

this Agreement shall be of no effect, but all the remaining provisions of this Agreement shall remain in full force and effect.

24. Survival. Except as otherwise expressly provided in this Agreement as to Seller, no representations, warranties, covenants, agreements and other obligations of Seller in this Agreement shall survive the closing of this transaction and no action based thereon shall be commenced after the Closing of this transaction. However, the obligations of Seller and Purchaser in Section 27 of this Agreement and the obligations of Purchaser in Section 5 (notwithstanding any other provision of this Agreement) and any other indemnity provisions by Purchaser in this Agreement shall survive the Closing of this transaction or the termination of this Agreement.

25. No Personal Liability of Officers or Directors of Seller. Purchaser acknowledges that this Agreement is entered into by a corporation as Seller and Purchaser agrees that no individual officer or director or representative of Seller shall have any personal liability under this Agreement or any document executed in connection with the transactions contemplated by this Agreement.

26. No Third Party Rights. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

27. Broker. Seller and Purchaser represent each to the other that each has had no dealings with any broker, finder or other party concerning Purchaser's purchase of the Premises. Seller and Purchaser each hereby agrees to indemnify and hold the other harmless from all loss, cost, damage or expense (including reasonable attorney's fees) incurred by the other as a result of any claim arising out of the acts of the indemnifying party (or others on its behalf) for a commission, finder's fee or similar compensation made by any broker, finder or any party who claims to have dealt with such party. The representations and warranties contained in this section shall survive the Closing or termination of this Agreement.

28. Escrow Agent.

(a) Escrow Agent undertakes to perform only such duties as are expressly set forth in this Agreement. Escrow Agent shall not be deemed to have any implied duties or obligations under or related to this Agreement.

(b) Escrow Agent may (i) act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine; (ii) assume the validity and accuracy of any statement or assertion contained in such a writing or instrument; and (iii) assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions of this Agreement has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or corrections as to form, manner of execution, or validity of any instrument deposited in escrow, nor as to the identity, authority, or right of any person executing any instrument; Escrow Agent's duties under this Agreement are and shall be limited to those duties specifically provided in this Agreement.

(c) If the parties (including Escrow Agent) shall be in disagreement about the interpretation of this Agreement, or about their respective rights and obligations, or about the propriety of any action contemplated by Escrow Agent, Escrow Agent may, but shall not be required to, file an action in interpleader to resolve the disagreement; upon filing such action, Escrow Agent shall be released from all obligations under this Agreement.

(d) In any suit between Purchaser and Seller wherein Escrow Agent is made a party because of acting as Escrow Agent hereunder, or in any suit wherein Escrow Agent interpleads the subject matter of the Escrow, Escrow Agent shall recover reasonable attorney's fees and costs incurred with the fees and costs to be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. The parties hereby agree that Escrow Agent shall not be liable to any party or person for misdelivery to Purchaser or Seller of items subject to this escrow, unless such misdelivery is due to willful breach of this Agreement or gross negligence of Escrow Agent.

(e) It is acknowledged that Escrow Agent is counsel for Purchaser. It is agreed that Escrow Agent shall not be disabled or disqualified from representing Purchaser, its parent, officers, members, directors or agents in connection with any dispute or litigation which may arise out of or in connection with this transaction or this Agreement as a result of Escrow Agent acting as the escrow agent under this Agreement and the Seller, waives any claim or right to assert a conflict arising out of or in connection with the foregoing.

29. OFAC Disclosure. Purchaser is in compliance with the requirements of Executive Order No. 133224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (the "Order") and other similar requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury ("OFAC") and in any enabling legislation or other Executive Orders or regulations in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the "Orders"). Neither Purchaser nor any investor in or beneficial owner of Purchaser: (a) is listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the "Lists"); or (b) is a person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Orders; or (c) is owned or controlled by, or acts for on or behalf of, any person or entity on the Lists or any other person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Orders.

30. Effective Date. The "Effective Date" shall be August 1, 2011. For purposes of calculation of all time periods within which Seller or Purchaser must act or respond as herein described, all phrases such as "the date of this Agreement" or any other like phrase referring to the date of the Agreement, shall mean and refer to the "Effective Date" of this Agreement.

31. Recording. Neither this Agreement nor any notice of it shall be recorded in any public records.

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32. Radon. RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT WHEN ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON OR RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

33. Mold. Mold is naturally occurring and may cause health risks or damage to property. If Purchaser is concerned or desires additional information regarding mold, Purchaser should contact an appropriate professional.

34. No Personal Liability of Officers, Members, Managers or Directors of Seller. Purchaser acknowledges that this Agreement is entered into by a limited liability company as Seller and Purchaser agrees that no individual officer, member, manager, director or representative of Seller shall have any personal liability under this Agreement, the closing documents or any other document executed in connection with the transactions contemplated by this Agreement.

35. No Personal Liability of Officers or Directors of Purchaser. Seller acknowledges that this Agreement is entered into by a limited liability company as Purchaser and seller agrees no individual officer, director or representative of Purchaser shall have any personal liability under this Agreement, the closing documents or any document executed in connection with the transactions contemplated by this Agreement.

36. **WAIVER OF TRIAL BY JURY. SELLER AND PURCHASER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO THIS AGREEMENT AND ANY OTHER DOCUMENT OR INSTRUMENT NOW OR HEREAFTER EXECUTED AND DELIVERED IN CONNECTION THEREWITH. THIS SECTION SHALL SURVIVE THE CLOSING AND DELIVERY OF THE DEED.**

37. Computation of Time. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. (EST) of the next full business day.

38. Confidentiality. Except as expressly provided in this Agreement, during the term of this Agreement, neither Seller nor Purchaser or their respective officers, members, representatives, agents or employees shall divulge or communicate any of the particular terms of this Agreement or the existence of this Agreement or any matters related to this transaction to any third party (except for their respective counsel, accountants, consultants, lenders, advisers, representatives, employees, members, managers, investors, and Broker, to the extent as may be required by law, or as required to implement the provisions of this Agreement) without the prior written consent of the other parties to this Agreement.

39. Litigation and Attorneys' Fees. If it shall be necessary for either party to this Agreement to bring suit to construe, interpret or enforce any provisions hereof or for damages on account of any breach of this Agreement, the prevailing party on any issue in any such litigation

and any appeals therefrom shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and a reasonable attorneys' fee as fixed by the court.

40. Right of First Refusal. Pursuant to the terms of that certain Amended Declaration of Restrictive Covenants (the "Amended Declaration") by Seller in favor of The Town of Surfside (the "Town") dated June 12, 2009 and recorded on June 17, 2009 in Official Records Book 26905, Page 2821, of the Public Records of Miami-Dade County, Florida, the Town has a right of first refusal to purchase the Property under the same terms and conditions as set forth in the Contract (the "ROFR"). Within one (1) day after the Effective Date, Seller shall deliver, via overnight delivery or hand delivery with evidence of receipt, written notice to the Town in accordance with the terms and conditions set forth in the Amended Declaration (the "ROFR Notice"). Seller shall promptly deliver to Purchaser a copy of the ROFR Notice within one (1) day after delivery to the Town. In the event the Town elects to exercise the ROFR pursuant to the terms of the Amended Declaration, then (a) Seller shall deliver to Purchaser a copy of such notice from the Town electing to exercise the ROFR within one (1) day following Seller's receipt thereof and (b) the Contract shall terminate and all of Purchaser's deposits shall immediately be returned to the Purchaser, whereupon Purchaser and Seller shall be released of all further obligations under the Contract except those obligations which by their terms expressly survive the termination of the Contract. In the event the Town waives the ROFR, then Seller shall deliver to Purchaser a copy of the written waiver of the ROFR within one (1) day following Seller's receipt thereof, and Seller and Purchaser shall proceed to close on the transaction pursuant to the terms of the Contract. In the event the Town has not delivered a written waiver of the ROFR, then Seller shall use reasonable and good faith efforts to pursue and obtain a written waiver of the ROFR from the Town as specified in the Amended Declaration, thereafter deliver a copy of such written waiver to Purchaser within one (1) day following Seller's receipt thereof, and Seller and Purchaser shall proceed to close on the transaction pursuant to the terms of the Contract. It shall be a condition precedent to the Closing that the Town have provided an unconditional written waiver of the ROFR to the Seller and Purchaser, provided, however, the foregoing condition precedent may be waived by Purchaser in its sole and absolute discretion. Furthermore, Seller may extend the Closing Date for up to thirty (30) days in the event additional time is required to obtain a written waiver from the Town. In the event that (a) Seller has exercised the foregoing right to extend the Closing Date, (b) Seller has not obtained a written waiver of the ROFR from the Town, and (c) the Purchaser has not waived the delivery of the written waiver as a condition precedent to its obligation to close, then this Contract shall terminate, and the Seller shall promptly reimburse Purchaser for all costs incurred by Purchaser in connection with this transaction from and after the Effective Date through the date of termination, including but not limited to diligence costs, reasonable legal fees and any other costs and/or fees actually incurred. Notwithstanding anything stated herein to the contrary, in the event the Town does exercise the ROFR, the Seller shall promptly reimburse Purchaser for all costs incurred by Purchaser in connection with this transaction from and after the Effective Date through the date of termination, including but not limited to diligence costs, reasonable legal fees and any other costs and/or fees actually incurred.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

WITNESSES:

Print Name: _____

Print Name: _____

SELLER:

9501 COLLINS AVENUE, LLC,
a Florida limited liability company

By: _____
Avi Sharabani, Managing Member

Date: _____

PURCHASER:

GREYSTONE RESIDENTIAL, LLC,
a Florida limited liability company

Print Name: _____

Print Name: _____

By: _____
Name: KELLY MALONEY
Title: MANAGING MEMBER
Date: 8/1/11

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

WITNESSES:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

SELLER:

9501 COLLINS AVENUE, LLC,
a Florida limited liability company

By: _____
Avi Sharabani, Managing Member

Date: 9/11/11

PURCHASER:

GREYSTONE RESIDENTIAL, LLC,
a Florida limited liability company

By: _____

Name: _____

Title: _____

Date: _____

AS

Escrow Agent is executing this Agreement for the sole purpose of agreeing to act as Escrow Agent in accordance with the provisions of this Agreement.

ESCROW AGENT:

ARNSTEIN & LEHR LLP

By: _____
Date: _____

NS

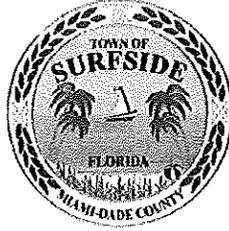
EXHIBIT "A"

Legal Description

Lot 1, Block 2, of ALTOS DEL MAR No. 6, according to the Plat thereof, as recorded in Plat Book 8, at Page 106, of the Public Records of Miami-Dade County, Florida.

9501 Collins Avenue, Miami Beach, Florida

AJ



Town of Surfside Commission Communication

Agenda Item # 9G

Agenda Date: August 9, 2011.

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

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

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

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

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

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

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

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

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

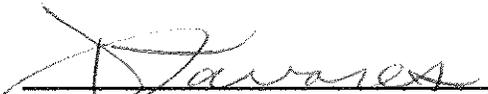
With the advent of a dedicated bike lane being installed on Collins Avenue, as part of the Florida Department of Transportation (FDOT) repaving project, and the existing availability of the beach hard pack trail, the location of bike rental station(s) in Surfside is a desired goal of the Deco Bike system.

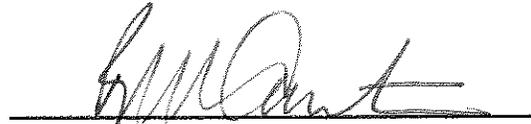
These bicycles would provide an opportunity for Surfside residents and visitors to enjoy an environmentally sensitive form of transportation to and from our neighboring communities and/or a recreational vehicle for the beach hard pack.

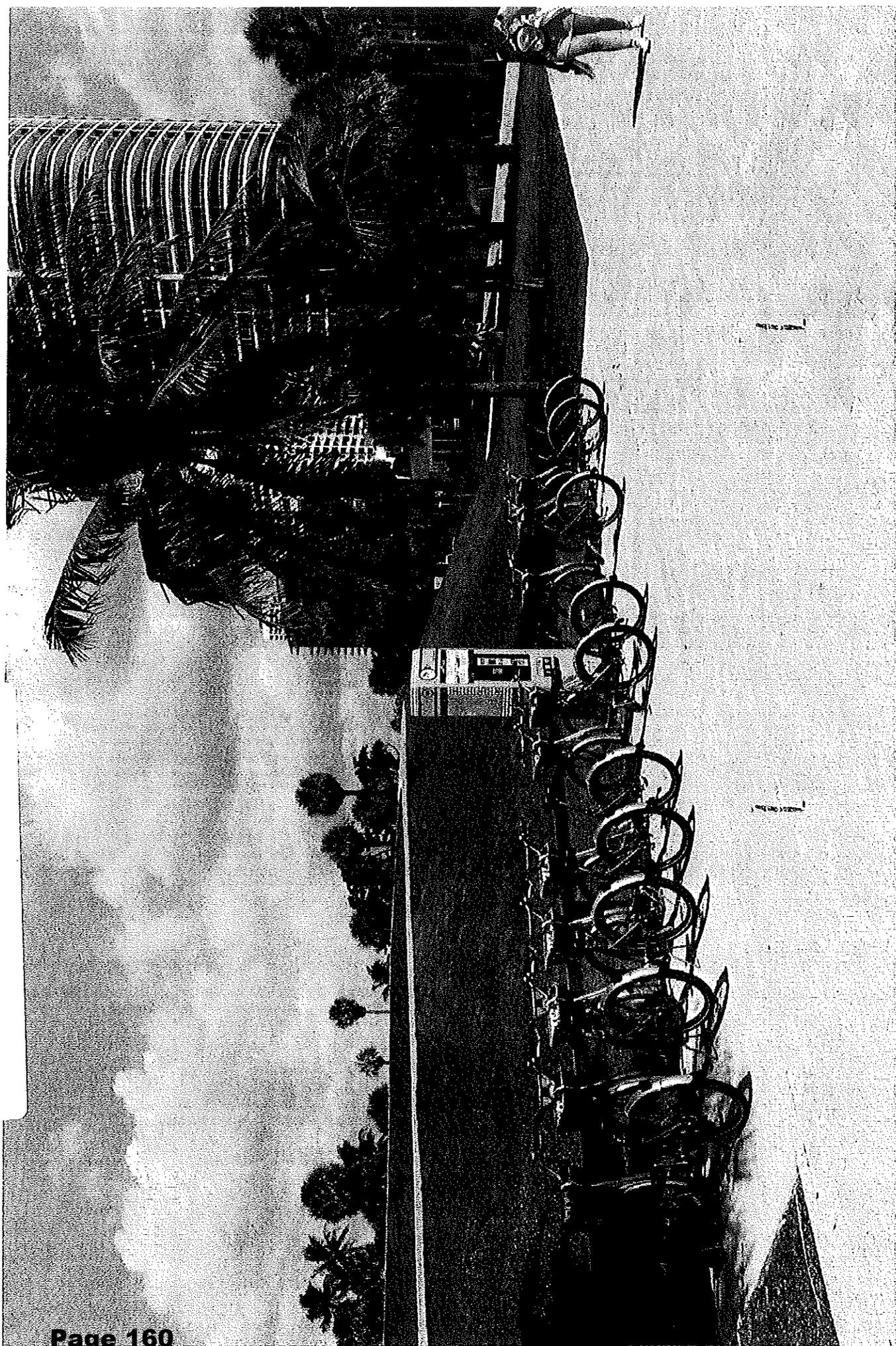
Budget Impact: \$5,002.50 for the first year estimated revenue to the Town (Attachment C) assuming advertising on bike baskets and not the bike rental stations.

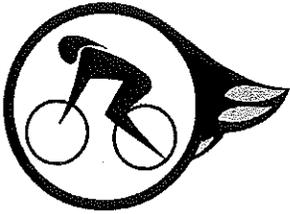
Staff Impact: Monitoring the program would be the responsibility of existing staff.

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


Department Head


Town Manager





DECOBIKE
MIAMI BEACH



THE CITY OF MIAMI BEACH PUBLIC BICYCLE SHARING & RENTAL PROGRAM

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

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

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

DECOBIKE's primary goals:

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



info@decobike.com
www.decobike.com



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?

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.

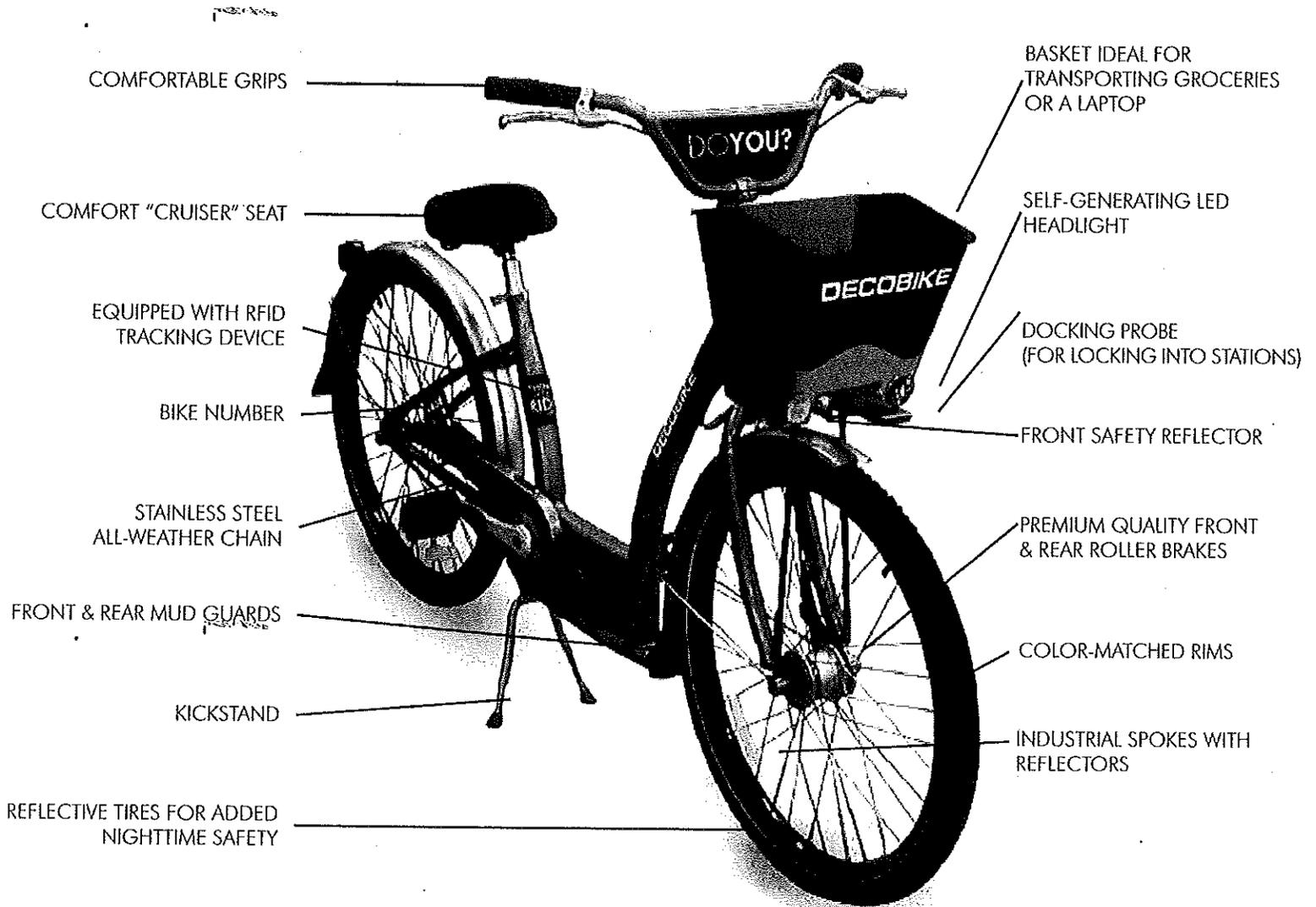
DECOBIKE IS THE CLEANEST & GREENEST METHOD OF TRANSPORTATION

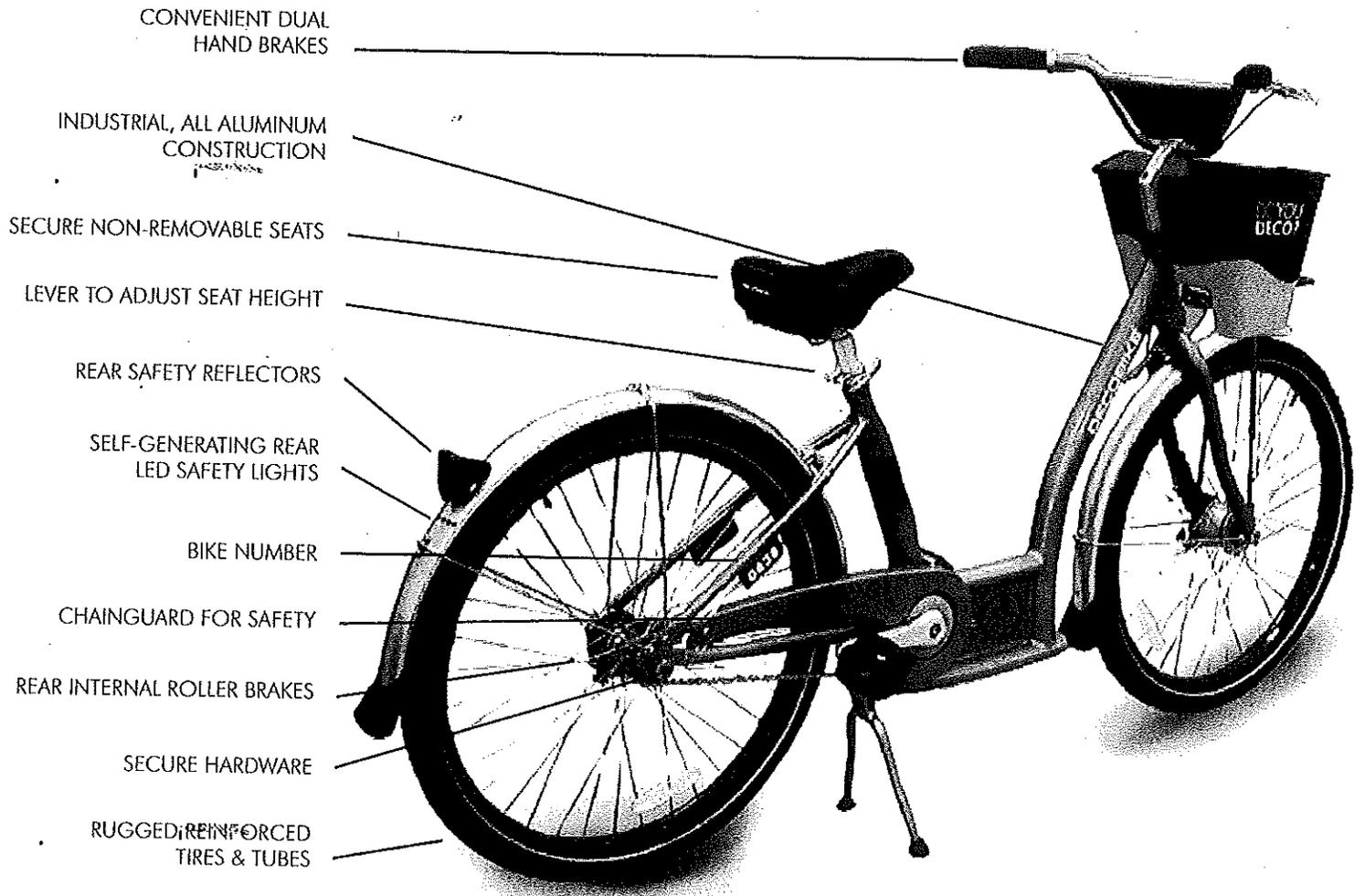
DecoBike is the new ZERO-pollution commuter program; it requires no fossil fuels and has the efficiency equivalent of over 3,000 miles per gallon. Cleaner air, healthier lungs and longer, happier lives are the result.



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

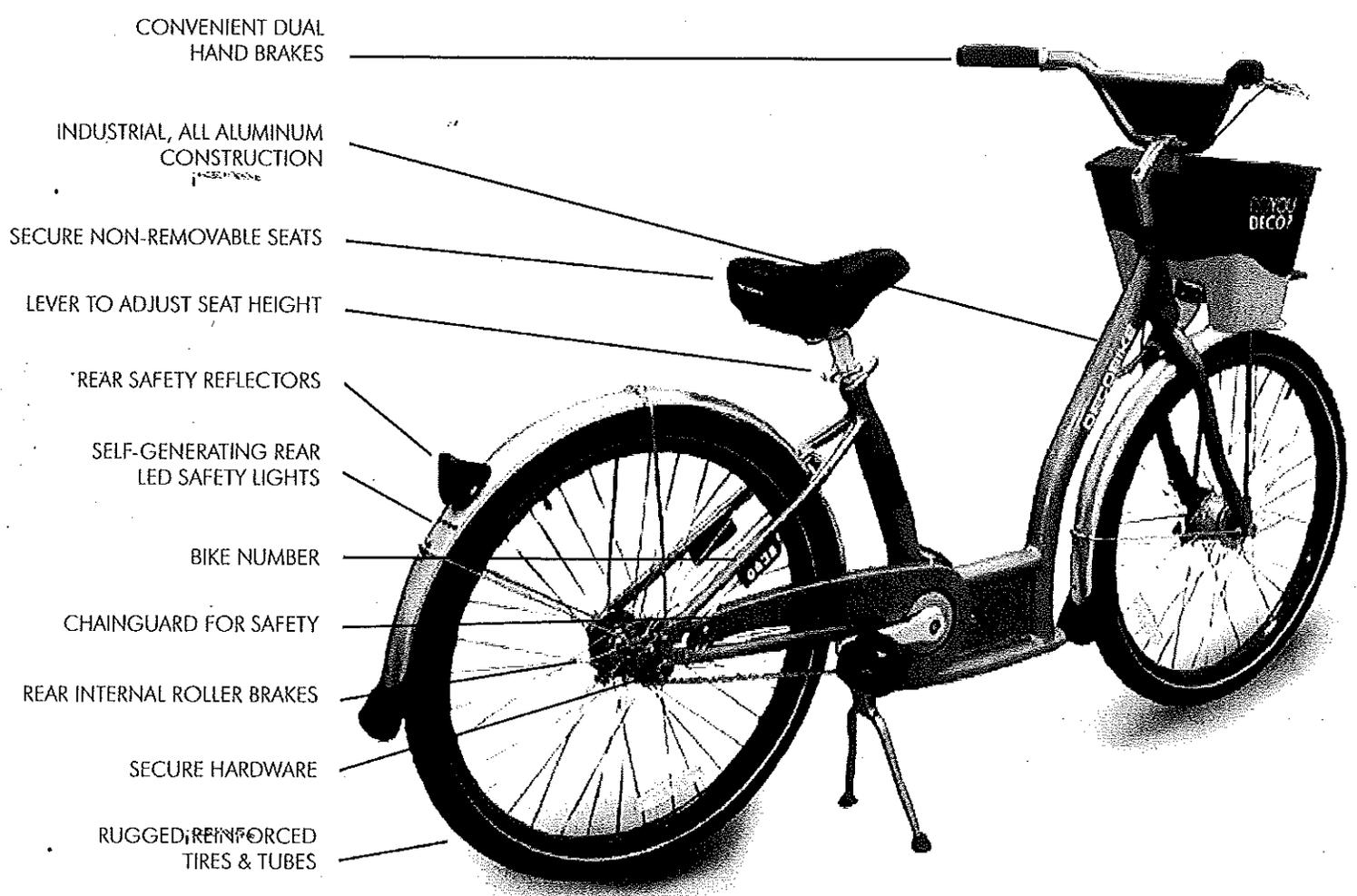
BIKE NUMBER

CHAINGUARD FOR SAFETY

REAR INTERNAL ROLLER BRAKES

SECURE HARDWARE

RUGGED, REINFORCED
TIRES & TUBES



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 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.

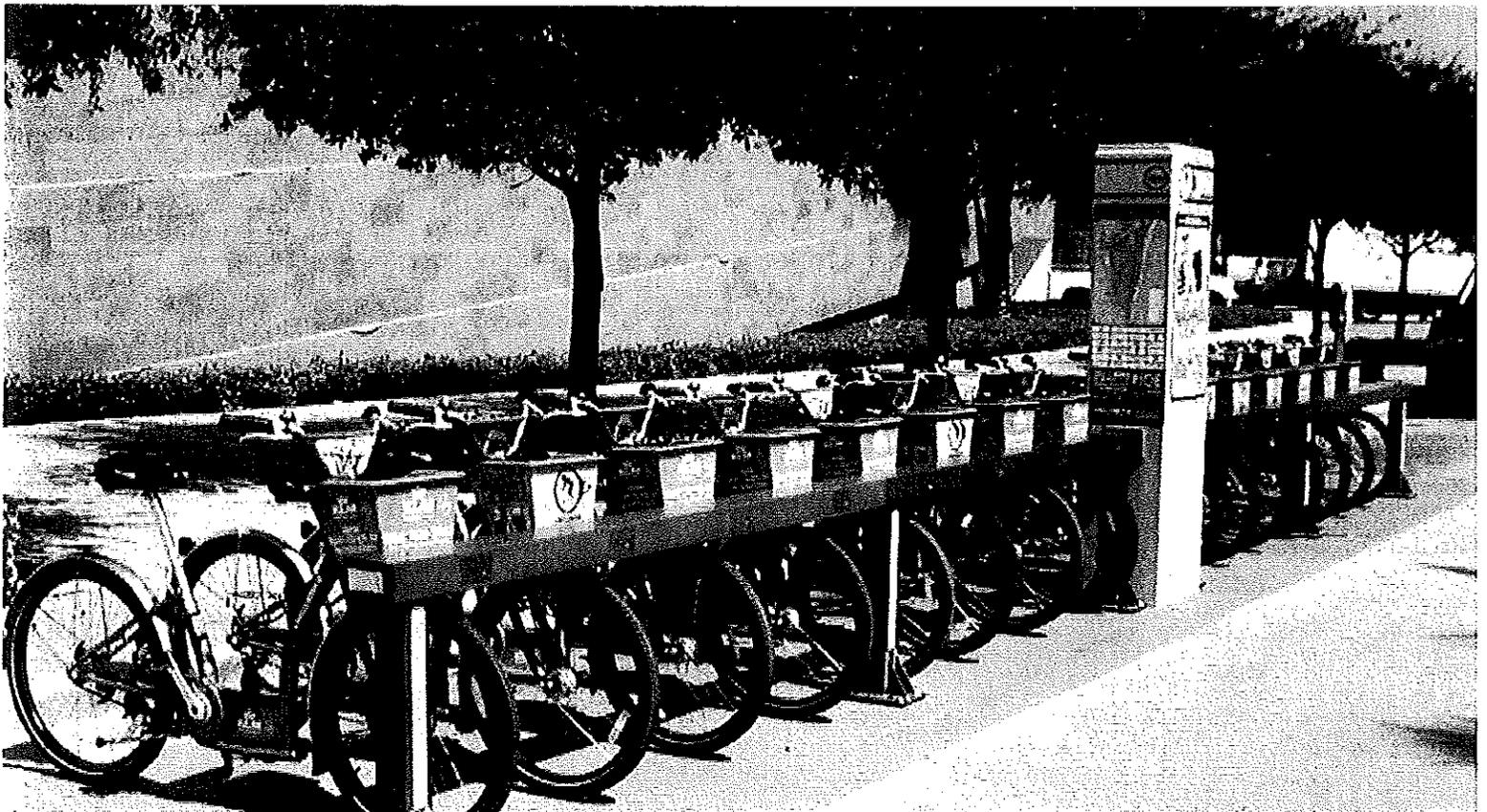
DECOBIKE also features an exclusive iPhone App and live interactive web-based DECOMAP showing the exact locations of all stations, available bikes and vacant docking spaces in real-time. Getting around Miami Beach has never been easier! Also for your convenience, you can visit the DECOSTORE located at 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.

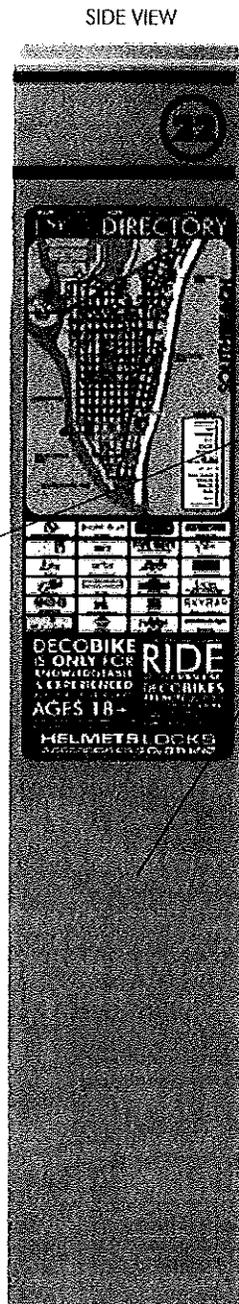


info@decobike.com
www.decobike.com

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.





UNIQUE STATION NUMBERS

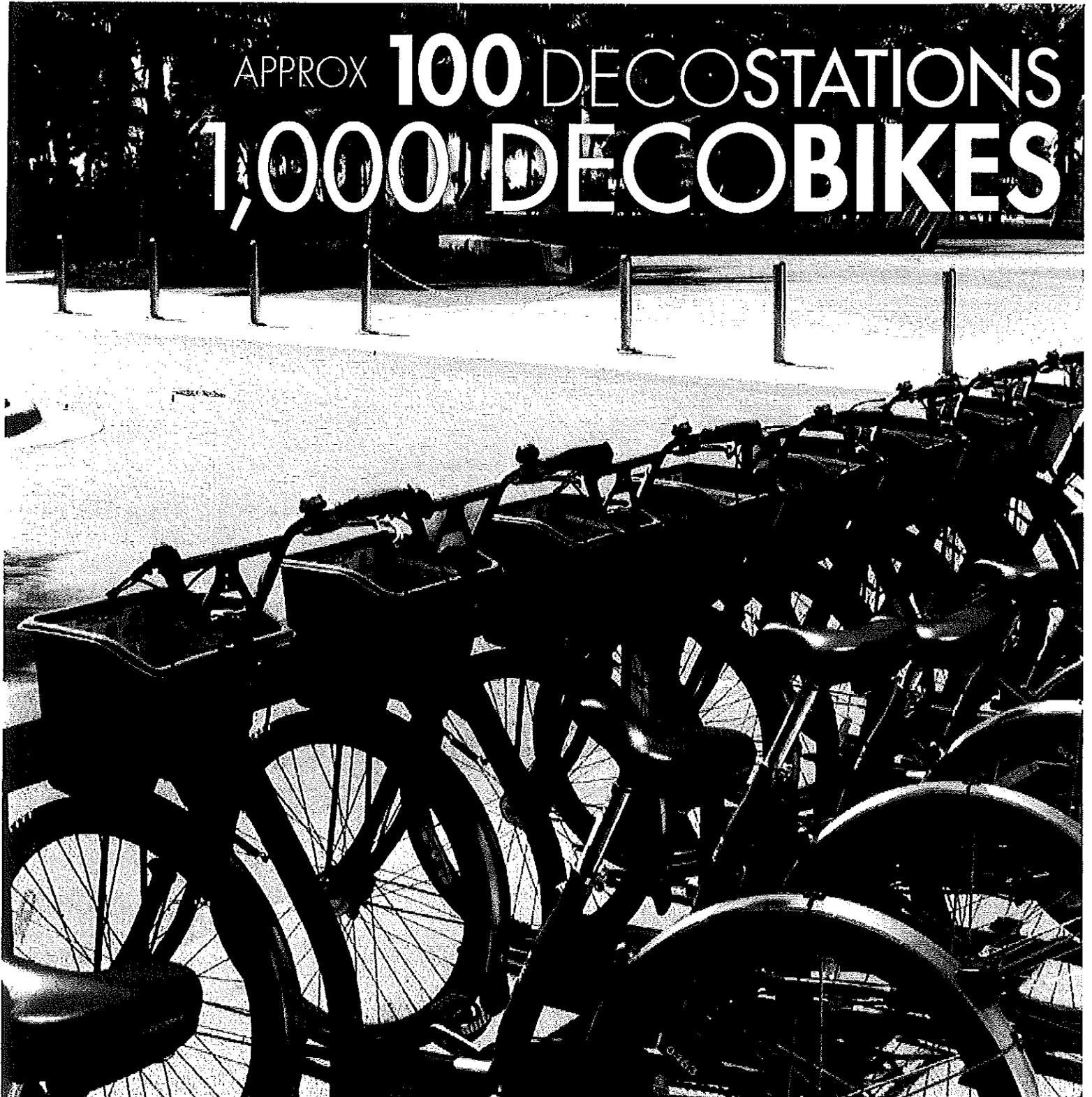
TIPS, RULES & REGULATIONS

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

INTERNAL BACKUP BATTERY SYSTEM

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.

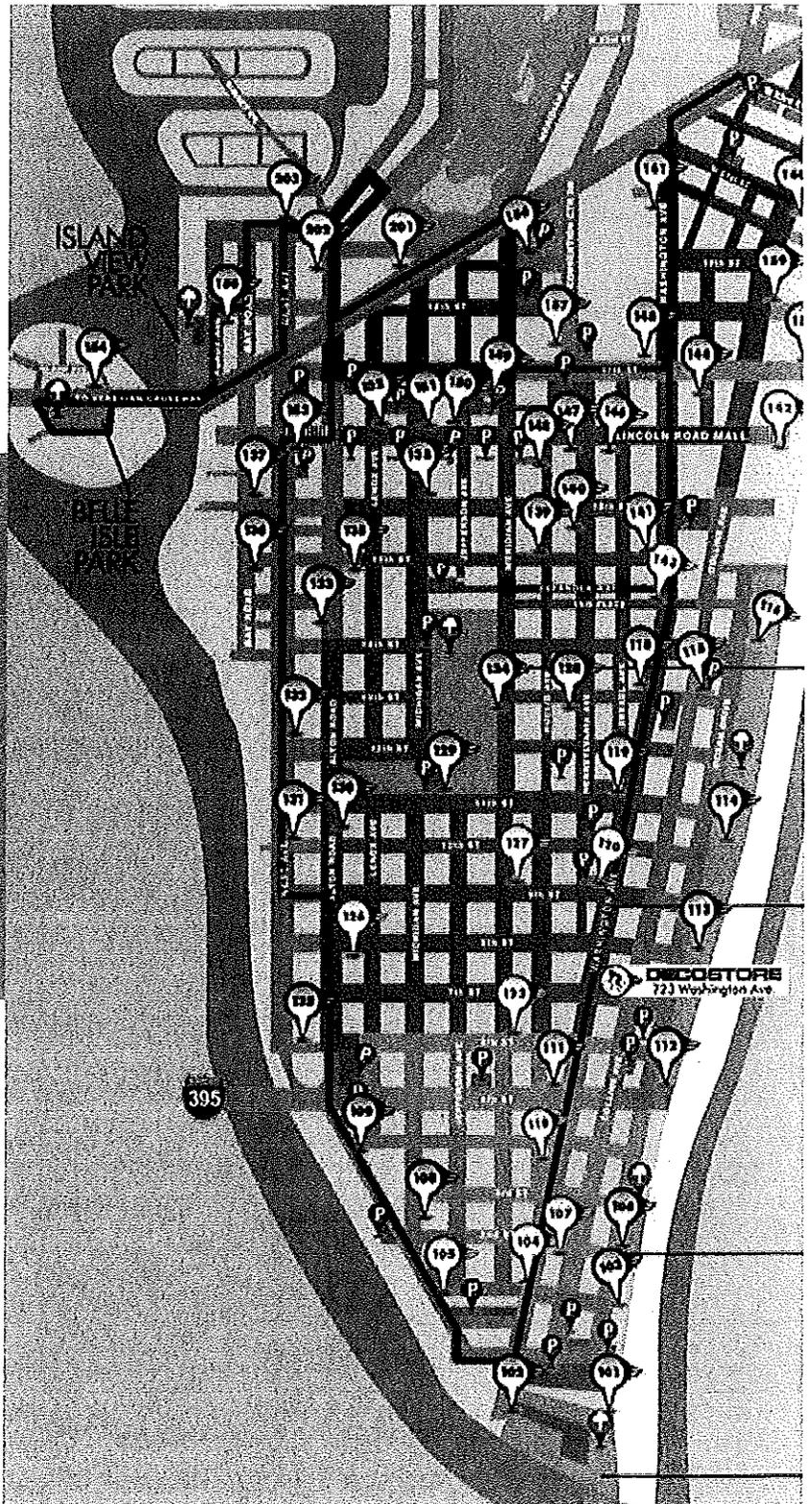
APPROX **100** DECOSTATIONS
1,000 DECOBIKES

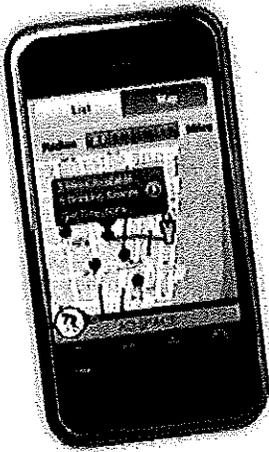


WE'VE GOT YOU COVERED

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

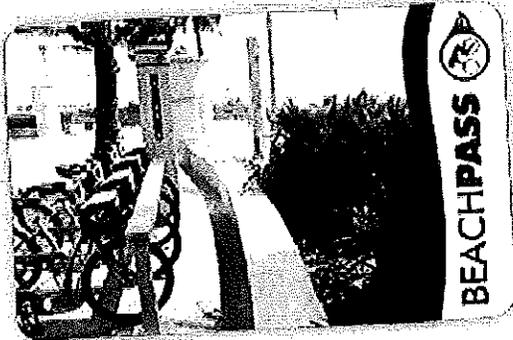




DOWNLOAD THE APP

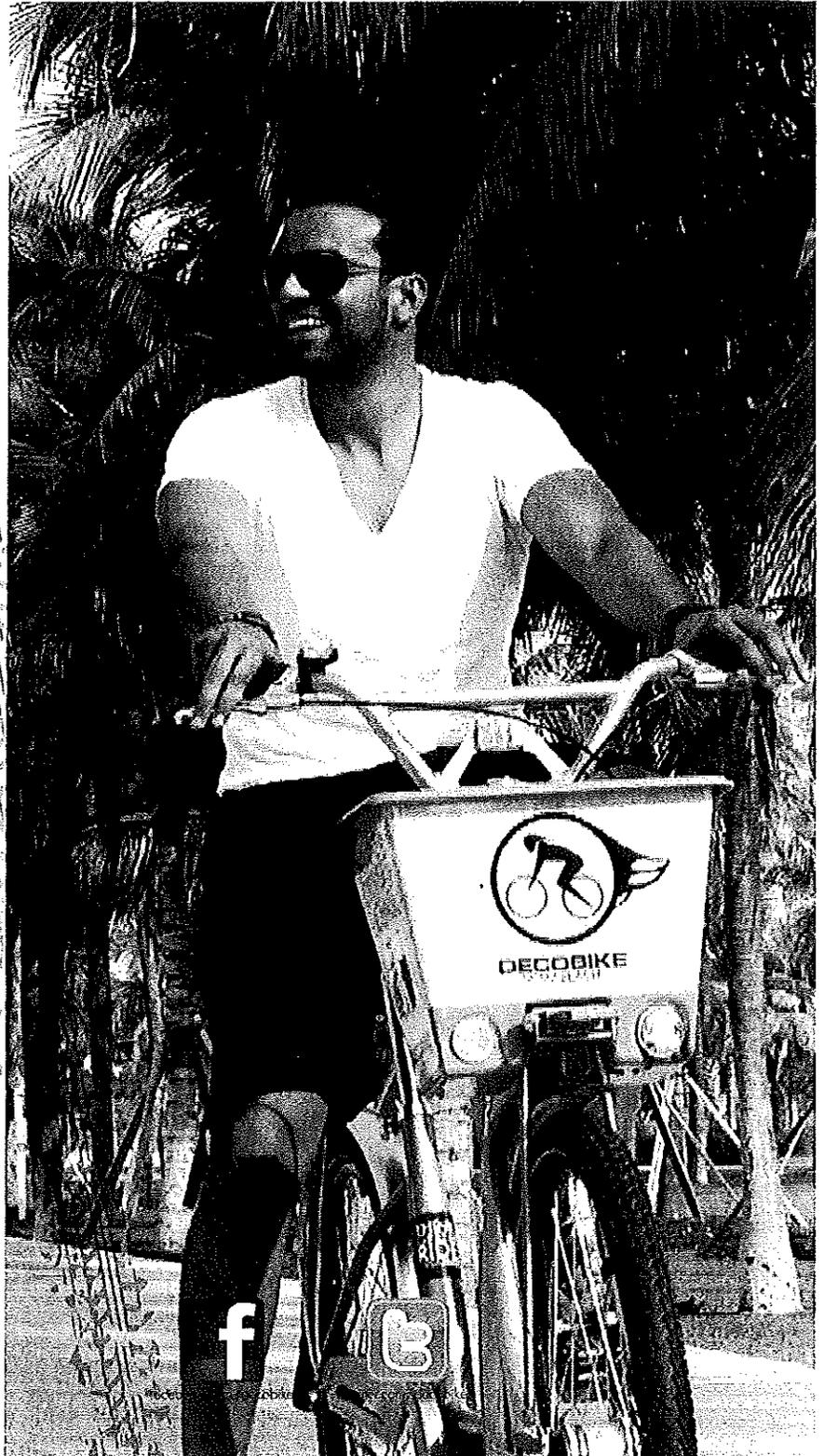
Our exclusive DECOBIKE iPhone and BlackBerry application made available for free online

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

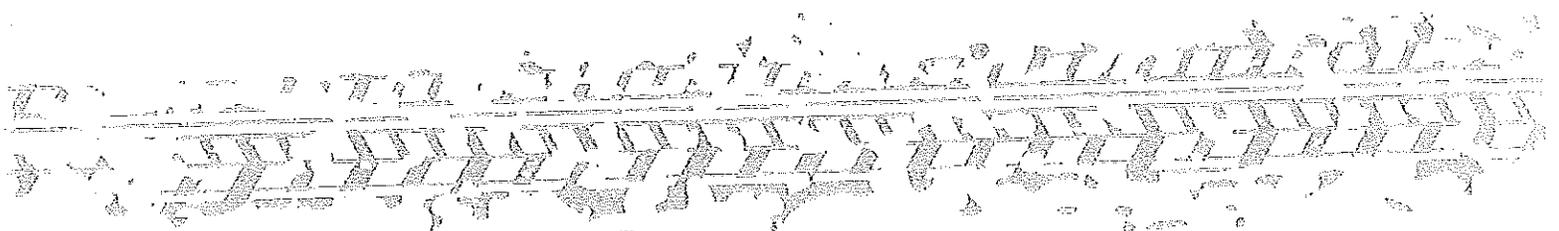


BEACHPASS

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

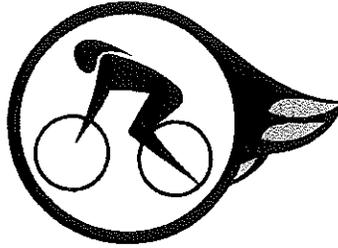


MEN & WOMEN WHO WALK OR BIKE
30+ MINUTES A DAY HAVE A

**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



DECOBIKE
MIAMIBEACH

For additional information, please contact:

DECOBIKE, LLC.

Email: info@decobike.com

Office: 305.416.7445

Fax: 305.416.7446

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

www.decobike.com

Attachment C

DECOBIKE Surfside

Revenue Proforma

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

5 Year Term, 5 Year Renewal

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

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

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

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

KRYE S. KNIGHT (894-1980)

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 Goe, 29; Grace Buana, 27; Rachel Naftall, 28; and Pamela Pauw, 23, pick up their bikes at a kiosk 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," Mi-

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

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

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

The bike program struck a

•TURN TO BIKES, 7B

Lots of bike-riders, but not enough ad revenue

•BIKES, FROM IB

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.

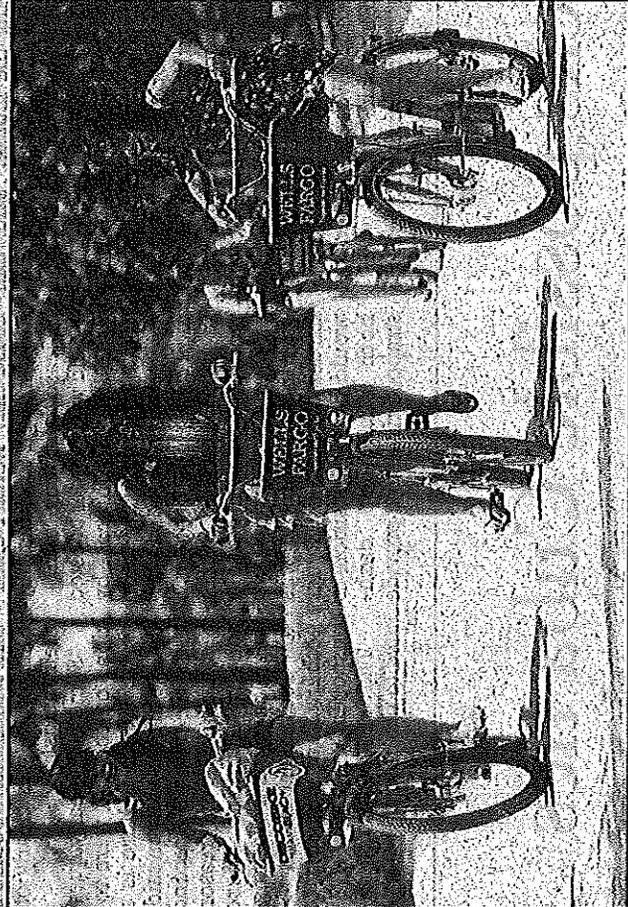
But Reese said that the baskets are a hard sell, and potential advertisers are turned off by their irregular size and shape.

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 con-



AL DIAZ/MIAMI HERALD STAFF
SOME ADVERTISING HELP: Wells Fargo recently agreed to sponsor 500 bikes for a month.

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 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.

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 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.

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."

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."

Reese said 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.



Town of Surfside Commission Communication

Agenda Item #: 9H

Agenda Date: August 9, 2011

Subject: Feral Cat Program

Background: Although there are many Surfside residents who, for many years, have accepted the presence of feral cats and cared for them within public property areas, there are other segments of the Surfside community that are offended by the behavior. They range from compassionate residents who see these animals as suffering and in need of assistance to residents who see them as a nuisance. Our residents and visitors are passionate on each side of the issue.

Banning feeding is seen as cruel and draconian. People will continue to feed them, but will do it covertly and in fear of municipality reprisal. On the other hand, lack of regulation is seen as a timid government unwilling to deal with a litter and public health issue.

It is important to understand some facts about feral cats as a program to manage the situation is developed.

- Feral cats are territorial and will not leave unless there is another source of food
- Cats can live weeks without food and continue to reproduce
- People will continue to abandon them and there will be no monitoring system in place
- Malnourished cats are more susceptible to disease and spreading parasites such as fleas, making the situation much worse
- There will be more fighting and spraying as cats compete for scarce resources

The Town currently deals with feral cats through a TNR (trap-neuter-return) program. This well proven method should reduce the number of cats around the community for the following reasons:

- Neutered cats do not reproduce
- Attrition over time should lead to lower numbers

Recommendation: Surfside can establish several low profile feeding stations throughout town, including certain beach locations. When possible, these stations should offer minimum visibility and therefore cats can gather there without causing concern or upset to residents. These feeding stations will serve as the monitoring location so trapping can be expanded and the

spaying/neutering program can become more focused. The trapping costs as well as the spay/neuter expense will be borne by the Town and feedings will consist of primarily dry foods except for wet foods used in trapping. Management will send a notice to all residents advising them of these actions so that they will not interrupt and impede the progress. Only trained and authorized feeders will be allowed to utilize the approved feeding areas and they must be responsible for cleaning the areas daily. Persons who feed without authorization will be subject to the penalties of the litter ordinance which appears on this agenda.

Summary: There are four elements to the feral cat program recommended by the Administration:

1. Expand the TNR program to humanely increase the number of neutered animals and thereby reduce the feral cat population.
2. Develop a program to train authorized feeders at approved locations and make it their responsibility to clean the areas daily.
3. Enact a comprehensive litter ordinance which makes the unauthorized feeding subject to penalty.
4. Continue working with community groups to ensure that the detailed design of the program is both humane and effective. This means that the implementation of the litter ordinance as relates to feral cat feeding would be gradual and happen only after the new system is in place and a major public information program is underway.



Roger M. Carlton, Town Manager