

RESOLUTION NO. 2013 2131

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

WHEREAS, the Town of Surfside Code of Ordinances Section 3-12, provides that the Town Commission may authorize the waiver of competitive bidding procedures upon a recommendation of the Town Manager that it is in the Town's best interests to obtain such services which cannot be acquired through the normal purchasing process due to insufficient time and the nature of the services being provided; and

WHEREAS, this purchase, authorized by waiver of the competitive bidding process, is acquired after conducting a good faith review of available sources and negotiation as to price, delivery and terms; and

WHEREAS, the Town of Surfside has completed its due diligence and is confident that this agreement meets the parameters of the Purchasing Ordinance and is warranted at this time; and

WHEREAS, the Town Commission has determined that it would be in the Town's best interests and authorizes the Town Manager to waive the competitive bidding procedures and enter into an Agreement with Redevelopment Associates INC., for the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference (see attachment "A"); and

WHEREAS, the Town Commission finds that approval of the Agreement Redevelopment Management Associates, Inc. and the Town is in the best interest of the Town. The Tourist Bureau Fiscal Year 2012-2013 has sufficient funds for the portion of this expense allocated to the department.

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

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

Section 2. Waiver of Competitive Bidding and Approval of Agreement. The Agreement between Redevelopment Management Associates, INC., and the Town of Surfside, a copy of which is attached as Attachment "B" is approved and the competitive bidding requirement is hereby waived. The basis for the Town Manager's recommendation that a competitive bidding procedure would be in the Town's best interest is attached (attachment "A") to this Resolution and by this reference incorporated herein.

Section 3. Authorization of Town Officials. The Town Manager and/or his designee are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Town Manager pursuant to the Town's Purchasing Procedures Ordinance, the Town Manager is authorized to implement the terms and conditions of the Agreement.

Section 5. Execution of Agreement. The Town Manager is authorized to execute the Agreement on behalf of the Town, to execute any required agreements and/or documents to implement the terms and conditions of the Agreement and to execute any extensions and/or amendments to the Agreement.

Section 6. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 15th day of January 2013.

Motion by Commissioner Kligman, second by Mayor Dietch.

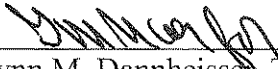
FINAL VOTE ON ADOPTION

Commissioner Joseph Graubart	<u>yes</u>
Commissioner Michelle Kligman	<u>yes</u>
Commissioner Marta Olchyk	<u>yes</u>
Vice Mayor Michael Karukin	<u>yes</u>
Mayor Daniel Dietch	<u>yes</u>

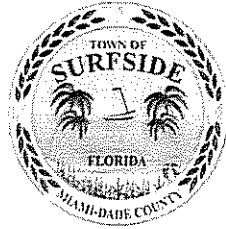
[Signature]
Daniel Dietch, Mayor

ATTEST
[Signature]
Sandra Novoa, Town Clerk

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



Lynn M. Dannheisser, Town Attorney



Town of Surfside Commission Communication

Agenda Item #

Agenda Date: January 15, 2013

Subject: Business Improvement District Consultant Agreement

Background: Since its inception by Town Commission approval at the January 18, 2011 Commission Meeting, the Downtown Vision Advisory Committee (DVAC) has arguably proven to be one of our most effective advisory organizations, through a process that includes actionable items at every meeting. The DVAC is comprised of single family and condominium residents (including both full time and "snow bird" representation), Surfside business owners and operators, representatives from such local organizations as the Surfside Civic Association and the Surfside Business Association as well as downtown property owners. Feedback from many residents, board and committee members as well as downtown business operators and owners formed the consensus that there remains a need to continue the revitalization of the Surfside business district and to continue the momentum seen over the last two years.

The Five Year Financial Plan, adopted in 2011 by the Town Commission and soon to be updated, demonstrated the need to diversify the Town's source of property tax from the current 80/20 split (residential/commercial) to a more balanced distribution; the Town Commission saw the necessity for a proactive approach to diversifying Surfside's tax base. As the need to strengthen Surfside's downtown as the social, cultural and economic center of the Town took on importance and focus, the DVAC was directed to return to the Town Commission with a comprehensive vision for the district. The comprehensive vision for downtown, developed in a broad based community stakeholders' process, was presented to the Town Commission on June 14, 2011 (Attachment 1) as a plan for assisting the downtown business district with the ultimate focus on supporting existing businesses, attracting new businesses and creating an environment that will support the diversification of the tax base.

A broad series of recommendations (the "vision") was presented to the Town Commission at that time in an effort to establish a path forward. There remains a clear consensus from DVAC that these initiatives for downtown provide a beneficial blueprint for a revitalized downtown. While some of the elements of the vision have been

achieved, or are being implemented on a continuous basis, all the initiatives are interconnected. Operating on the basis that a thriving downtown can enhance the quality of life for Surfside's residents and improve the visitor experience, DVAC continually and passionately addresses many issues such as:

- Downtown Code Enforcement
- Parking Lot Improvement/Landscaping
- Vacant Windows Ordinance
- News Racks Ordinance
- Awnings Ordinance
- Upgrading Alleys
- Wayfarer Signage Program
- Branding
- Facade Upgrading Program
- Parking Structure Feasibility Study:
- The Current Forty Foot Height Allowance and Amalgamation of Properties
- Development of an East West Corridor on 95th Street from Abbott Avenue to the Beach
- Rebuilding of Harding Avenue Sidewalks
- Sidewalk Café Ordinance and FDOT Agreement
- Miami-Dade "Mom & Pop" Grants
- Signage Ordinance
- Moratorium Ordinance
- Business Improvement District (BID)

As a direct result from the enacting of the Moratorium Ordinance, sixteen property owners, a number from the same family trust, representing approximately seventy percent of the buildings downtown met with the Town Manager and Town Staff on April 26, 2011. The Downtown Vision Initiatives (Attachment 2) were accepted by the property owners in exchange for rescinding the Moratorium Ordinance – this included the formation of a BID.

The Planning & Zoning Board approved of the rescinding of the ordinance and endorsed all of the vision initiatives as outlined above at their May 26, 2011 meeting. The Town Commission subsequently voted at the July 12, 2011 Commission Meeting to rescind the moratorium and to accept the vision initiatives as a blue print on condition that each initiative is brought to the Commission for full vetting. The Town Commission has also been kept apprised of the discussions on all of the initiatives through the monthly Points of Lights report and many of the members have attended the DVAC meetings.

The initiatives and vision sensitively bring our downtown to a more contemporary place without losing its hometown feeling or deteriorating the quality of life of the entire community. As so much has positively shaped the downtown through all of these efforts, now is the time for a renewed focus and commitment on the part of the Town in conjunction with the property owners and the business operators. This is heightened by the recent Town Commission, spearheaded by Commissioner Kligman, accepted voluntary proffers from The Surf Club redevelopment of \$400,000 and potentially the Chateau property development of \$250,000 for downtown streetscape improvements. The FDOT repaving project has also added new crosswalks at all intersections and at

the mid-block pedestrian lights downtown. This further improves the visual aesthetic of the area.

This investment provides a game changing element that propels the established consensus for improvement into a shortened and achievable timeline. The goal is to complete the upgrades before the winter season begins in late 2013 – a timeline which cannot be met with any further delays. Surfside's downtown is experiencing an increase in the upgrading and maintenance of the buildings and the public spaces within the district. Vacant properties are being leased and interest in the remaining vacancies is increasing with national retail tenants starting to view Surfside as a desirable locale. The importance of a BID being formed simultaneous to, and in conjunction with, a Downtown Streetscape Plan, utilizing the \$650,000 voluntary proffers and other sources if necessary, and based on priorities established by the Town Commission, is viewed by DVAC, the Tourist Board and the Town Administration to be an integral part of the overall vision and a necessary next step. Utilizing the Town's investment in this project, and the desire to complete the infrastructure improvements before the season begins in 2013, it is time for the Surfside business community to step up to do their part and become invested stakeholders and participants through a BID.

The Town is set to make one of the most historic investments to Surfside's downtown through this capital improvement project while the downtown community would be very well served by a collective voice through a BID. Town Administration is often frustrated in its attempt to disseminate information or garner feedback from the downtown stakeholders. The Tourist Board is often thwarted in its attempts to support the downtown through its efforts for the same reasons. The Town expends a significant amount of time and expense on outreach to each individual property owner and business owner/operator and the channel provided by the existing Surfside Business Association (SBA) is not available. With the Commission approved Tourism Five Year Strategic Plan presently being formulated, there will probably be suggestions on activities and promotions to focus on Surfside's downtown. Any recommended cooperative enterprises between the Tourist Board and downtown will be further complicated by there being no central organization. The downtown stakeholders want and need to become a true partner in their destiny and to have a voice recognized by the Town. The formation of a BID will streamline the communication and cooperation between downtown and the Town that is not seen today. For the first time in Surfside's history the downtown stakeholders will become full-fledged partners on all issues and opportunities affecting the business district. Any further loss of time or momentum on this will further exasperate the way forward that the capital improvements and tourism plan will soon provide. It is for these reasons and the need to bring up the BID while the capital projects are being implemented that the waiver of competitive bids to select Redevelopment Management Associates, Inc. (RMA) vendor is so important.

Business Improvement District: The Town Attorney produced a Memorandum on June 25, 2012 regarding a Business Improvement District Process (Attachment 3). This educational piece on the process, and legal requirements for the formation of a BID, was

reviewed by DVAC twice, was given to the downtown property owners and business owner/operators and has also been previously given to the Town Commission.

The creation of a BID, as outlined in Attachment 3, involves the following:

- 1) Drafting a Local Planning Ordinance
- 2) Enacting the Ordinance
- 3) A Special Assessment Resolution
- 4) A Referendum of Downtown Property Owners
- 5) Compilation of any Affected Registered Voters
- 6) Notification of Affected Registered Voters
- 7) Appointment of BID Board of Directors
- 8) BID Time Limitation of 60 Days
- 9) Special Assessment Public Hearing
- 10) A Mailed Ballot
- 11) Counting the Vote

A BID is a public / private partnership in which property and business owners elect to make a collective contribution to the maintenance, development and promotion of their commercial district, beyond the basic level of service already delivered by the Town. There are several advantages that result from stakeholders in a commercial district aligning themselves to improve the area. These include a cleaner, safer and more attractive business district, a steady and reliable funding source for supplemental services and programs, and the ability to respond quickly to changing needs of the business community. A fund to market special events and sales promotion will also help lower advertising costs, improve sales and decrease commercial vacancy rates.

The process for the BID relies on the commitment of downtown property owners to support creating the district. The special assessment district will guarantee a revenue stream for the services and improvements that will ultimately benefit their property. In essence, this will assist in presenting Surfside's downtown as a unified and viable destination.

Even with a BID, the Town will continue to provide the same level of basic services and protection including the maintenance of the area, such as the steam cleaning of sidewalks, and would work with the BID as well as DVAC and other relevant boards and committees on additional aesthetic upgrades. Code Compliance would also continue to ensure the goal of positively impacting the aesthetic environment, safety and image of downtown Surfside.

The establishment of a BID in other areas around the State of Florida has proven to strengthen the economic vitality of the area and if approved and implemented here will become an investment in the long-term economic development of Surfside's Business District.

Over the past two years numerous DVAC meetings, including three specifically focused on BIDs, have evaluated the BID process. In addition to these, two meetings were held downtown where BIDs were discussed; two letters with information regarding BIDs were also mailed and delivered to both the downtown property owners and business owners/operators. A dedicated BID meeting for the downtown property owners with Commissioner Kligman, the Town Manager and Eli Tourgeman, Surfside Business Association (SBA) President, hosting was held as well. Even with all of this outreach the educational process, let alone an implementation process, has only just begun.

The process for implementing a BID and garnering stakeholder consensus is complex and requires substantial expertise. The Town does not have the available manpower to solely dedicate someone to this process. All that have been involved, including the volunteer DVAC and SBA members, realize that professional dedicated assistance is required and crucial to ensure the success of this venture.

Analysis: Throughout this process one name kept appearing as the foremost BID expert – Redevelopment Management Associates, Inc. (RMA).

First brought to DVAC's attention at a BID Meeting sponsored by Coral Gables' Miracle Mile (an extremely successful example of a BID), RMA presented at one of DVAC's meetings that focused on the BID process. This company has an impressive resume (Attachment 4) having worked with Winter Park, FL and Naples FL on their BIDs. They also manage two Community Redevelopment Agency (CRA) districts for Pompano Beach, FL and assist Oakland Park, FL with their downtown revitalization.

The Town Commission approved the Five Year Tourism Strategic Plan Consultant agreement, at the December 11, 2012 meeting, with CJF Marketing International and RMA (CJMI/RMA). From the onset of CJMI/RMA's presentation at the Tourism Consultant RFP Selection Committee Meeting on September 21, 2012, and their view of Surfside's potential, it became evident to the committee that, while focused on the necessity of a five year Tourism plan, we needed just as much focus on one of the Town's potentially premier attractions – the downtown business district. The Committee, and subsequently the Tourist Board on October 17, 2012, felt the responsible and wise path is to capitalize on the synergy of an expanded hotel product and Five Year Tourism Strategic Plan by also pursuing a BID. A BID, and their use of their own marketing and promotional money, would further augment the direction the Town Commission adopts as part of the tourism plan.

RMA, as the recognized leader in South Florida on the formation of BIDs will draft a Business Improvement District Plan. This will be an organizational plan identifying next steps for the new BID. RMA proposes a series of meetings with property owners, Town staff, business owners and other area stakeholders to complete the following five (5) tasks:

- 1) Build ownership and consensus amongst commercial property owners regarding improvements, programs, services, and management of the BID. The most important task is the creation of a consensus regarding the programs, budgets, and methods of assessment to achieve the objectives of the BID. This will be primarily achieved through one-on-one and small group discussions to create a core mission for the new BID.
- 2) Establish, in cooperation with the Town, the geographical boundaries of the BID. Property ownership information will be analyzed. Once a consensus of activities has been created, RMA will propose a final boundary for the BID for the purpose of adoption.
- 3) Establish, in cooperation with the stakeholders and Town, a proposed budget and determine the allocation formula for property assessments. Based upon the objectives identified for the BID, RMA will recommend a budget and present all permissible methodologies for assessment, with recommended options.
- 4) Present the district plan in public meetings. RMA will organize and facilitate all public meetings required to create the BID.
- 5) Prepare the property owners and the merchants for the formal establishment of the BID pursuant to Florida Law. The Contractor will work with Town of Surfside Administration and Legal Department to complete all activities required to establish the BID.

The Town Commission will be informed at every step of the process through frequent updates from the Town Manager and will have every opportunity to discuss and vote on pertinent matters at Town Commission meetings. These matters include, but are not limited to, such areas as the relationship between the Town and the BID, enacting an Ordinance, the Special Assessment Resolution and the level of Town Services to be provided.

Budget Impact: The amount of \$25,000 for the creation and implementation of an organizational plan for a BID is in the Town Commission approved Fiscal Year 12/13 Tourist Resort Fund (Tourist Bureau) Budget allocation for BID Contractual Service. No funds will be necessary from the property tax supported General Fund.

Due to the time sensitive nature of the confluence of incredibly positive circumstances in which the Town now finds itself, given the exceptional experience of RMA, the relationship the company has with the proposed Tourism Consultant, and the overwhelming support for a BID from a vast range of stakeholders, now is the time to make this happen.

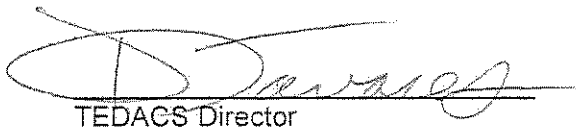
This agreement is being presented on the following basis:

Surfside Purchasing Ordinance No. 1467 Sec. 3-12 – Waiver of competitive bidding procedures: The Town Commission may authorize the waiver of competitive bidding procedures upon recommendation of the Town Manager that it is in the Town's best interest to do so, to obtain goods and services which cannot be acquired through the normal purchasing process due to insufficient time, the nature of the goods or services, or other factors. Purchases authorized by waiver process shall be acquired after conducting a good faith review of available sources and negotiation as to price, delivery and terms.

The Town Administration has completed its due diligence and determined that RMA and the Agreement before the Town Commission for ratification meets and exceeds the required parameters of the ordinance and is warranted at this time. It should be kept in mind that the cost of the agreement is \$25,000 and that a protracted competitive selection process will be costly for advertising and staff time and is not warranted in this situation. There is also a very important factor for the Town Commission to send a positive message to the business community that there is trust that the owners and tenants can manage their future in a collective manner. Approval of this bid waiver and awarding of the agreement to very qualified firm recommended by all involved groups sends that signal.

Staff Impact: Existing staff, the DVAC BID Sub-Committee volunteer members and SBA would be utilized to assist the consultant with the creation and implementation of this organizational plan for a BID. .

Recommendation: The Town Administration, supported by DVAC, the Tourist Board and SBA, recommends approval of the Business Improvement District Consultant Agreement with Redevelopment Management Associates, Inc. (RMA) and the Town as outlined (Attachment 5). The Town Commission has the authority to waive the competitive bidding procedures. In this instance a lengthy RFP process will unnecessarily delay the BID process, provide an unnecessary burden on the Town Administration, and only serve to lose any momentum and incentive that presently exists through the availability of the voluntary proffers for a revitalized downtown partnership.


TEDACS Director


Town Manager

SERVICE AGREEMENT

Town of Surfside and Redevelopment Management Associates, Inc.

THIS AGREEMENT is made and entered into this _____ day of _____, 2012, by the TOWN OF SURFSIDE (the "Town") and REDEVELOPMENT MANAGEMENT ASSOCIATES, INC., a Florida limited liability company (the "Contractor").

WHEREAS, the Town requires services which Contractor is capable of providing under the terms and conditions hereinafter described; and

WHEREAS, Contractor is able and prepared to provide such services as the Town does hereinafter require under the terms and conditions set forth herein; and

WHEREAS, the Town and Contractor agree to \$25,000 for creation of an organizational plan for a business improvement district.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows.

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" (Scope of Work); and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. The Town hereby contracts with Contractor to provide consulting advisory services to the Town, and in particular to its Tourist Bureau upon the terms and conditions set forth herein.

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work), attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. This Contract shall be effective upon execution by both parties and shall remain in effect until May 31, 2013.

5. Extension. The Town shall have the option to extend this Agreement for one (1) four (4) month extension not to extend beyond September 30, 2013. Any extension shall be effective upon receipt of a written notice from the Town Manager to the Contractor dated no later than thirty (30) days prior to the date of termination.

6. Maximum Obligation. The Town agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the Town in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. Price Formula. The Town agrees to pay Contractor for performance of the services set forth in this Agreement as follows:

Payment of a fee not to exceed \$25,000.00, to be billed as follows, plus reimbursable expenses.

- A. Business Improvement District Organization Plan - \$25,000, half upon notice to proceed for the Scope of Services outlined in exhibit A and half upon completion.

The fee does not include additional research not contemplated within exhibit "A". Contractor will review existing data to determine if additional research is necessary. Any additional research or outside work must be approved in advance and in writing, by the Town. Any outside vendor work approved by the Town would be billed directly from the vendor with no mark-up from Contractor.

The following expenses are reimbursable at their actual cost: travel and accommodations, long distance telephone calls, postage, facsimile, courier services, mileage (at a rate approved by the Town), photo and reproduction services, fees paid to any governmental authority. Any monies advanced by s for expenses will be repaid within thirty (30) days upon receipt of expense invoice and appropriate back-up materials. Contractor will not advance more than \$100 for materials or services within a given thirty (30) day period.

8. Invoices. All invoices shall be submitted to the Town for approval and payment will be issued within thirty (30) days of submittal. Contractor shall provide the Town with an invoice by the fifteenth day of each month following the completion of Work.

- A. The Town shall make payment on said invoices of approved amounts due, as required under the Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished. If there is a dispute with regard to an invoice, the Town may withhold payment until all requested supporting materials are received from Contractor and the dispute is resolved. The Town may pay to the Contractor the undisputed portion of the invoice.

9. Disputes.

- A. Any factual disputes between Town and the Contractor in regard to this Agreement shall be directed to the Town Commission of the Town of Surfside and such decision shall be final.
- B. Any action brought against either party to enforce this Agreement will be brought in Miami-Dade County, Florida.

10. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: Christopher J. Brown,
Managing Member
Redevelopment Management Associates
3109 E. Atlantic Blvd., Suite B Pompano Beach, FL 33062
Phone: 561.706.5545
chris@rma.us.com

If to Town: Duncan Tavares
Tourism, Economic Development, Community Services Director,
Town of Surfside
9293 Harding Ave., Second Floor
Surfside, Florida 33154
Phone: 305-864-0722
dtavares@townofsurfsidefl.gov

11. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by the Town and the Town shall cooperate in the carrying out of the work without undue delay.

12. Termination. This Agreement may be terminated without cause by either party upon sixty (60) days written notice to the other party.

- A. This Agreement may be terminated by either the Town or the Contractor upon failure by the other to satisfactorily perform the terms and conditions of this Agreement, if either does not satisfactorily perform within ten (10) days of receipt of written notice from the other specifying the manner of failure. In the event of such termination, the Contractor shall not be entitled to further compensation from the Town for work performed or costs sustained following the date of such termination.

B. In the event that the Town should determine to suspend or abandon all or any part of the work described herein, it shall give written notice to the Contractor who shall immediately terminate all work affected. Within thirty (30) days of the date of abandonment, the Town shall pay the Contractor compensation for expenses incurred and work completed up to the receipt of notice of abandonment as final settlement for services rendered, compensation at the rate set forth herein for all of the Contractor's services performed prior to receipt of notice of abandonment. Upon making such payment, the Town shall have no further obligation to compensate the Contractor.

13. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; riots, strikes, war or civil disorder; unavailability of fuel.

14. Insurance. The Contractor shall secure and maintain throughout the duration of the Contract insurance of the type and in the amount specified below and shall demonstrate its ability to do so. Any exceptions to the insurance requirements in this section must be approved in writing by the Town.

- A. Comprehensive General Liability ("CGL") insurance, with minimum limits of half a Million Dollars (\$500,000) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability, and One Million Dollars (\$1,000,000) aggregate.
- B. Worker's Compensation, as required by law, but with no less than \$1,000,000 for Employer's Liability.

15. Indemnity. Contractor shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Contractor's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the Town for all its expenses including reasonable attorney's fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Contractor's performance or non-performance of this Agreement.

The Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by them, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Agreement. Contractor shall secure all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this Agreement for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the Town. The Contractor shall defend, indemnify and hold the Town, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney

fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Town.

16. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the Town, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment. The Contractor shall not hire a subcontractor to perform its duties under this Agreement without the prior written approval of the Town. This Agreement may only be amended by the parties with the same formalities as this Agreement.

17. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agree to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

18. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

A. Confidentiality of documents. The Contractor understands the Town is subject to Florida's Public Records Act, Chapter 119, Fla. Stat. and that such books, records, documents and data maintained by the Town are public records unless expressly exempted by general law.

19. Independent Contractor. The Contractor shall each be deemed as independent Contractor for all purposes, and the employees of the Contractor or any subcontractors and the employees thereof, shall not in any manner be deemed to be employees of the Town. As such, the employees of the Contractor shall not be subject to any withholding for tax, social security or other purposes by the Town, nor shall such Contractor or employees be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from the Town.

20. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of the Town. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with the Town and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

21. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Miami-Dade County, Florida.

22. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Town from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

23. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

24. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

25. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

26. Sovereign Immunity. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Town's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

27. Standard of care. Contractor will perform the Services in accordance with the standards of care and diligence normally practiced by recognized consulting companies in performing services of a similar nature. If, during the six-month period following the earlier of termination or completion of the Services under the applicable Request for Service, it is shown there is an error in the Services caused solely by Contractor's failure to meet such standards, and Town has promptly notified Contractor in writing of any such error within that period, Contractor shall perform, at Contractor's cost, such corrective consulting services within the original Request for Service as may be necessary to remedy such error. This Article is not to be construed to limit remedies under Florida law for breach of contract, negligence or other civil actions not involving warranties or guarantees.

28. Ownership of documents. Immediately upon delivery and payment by the Town to the Contractor, all plans, specifications, detail drawings and other documents prepared in connection with the Agreement, shall be and remain the property of Town and are not to be used by the Contractor on any other project, except that Contractor may use materials for training or professional presentation purposes, and shall be relinquished to Town at Final Completion or sooner if otherwise required by this Agreement, provided, however, that the Contractor may maintain one record set of said documents. In the event that this Agreement is terminated and the Contractor have been paid in full for services completed to date, the Contractor shall immediately provide electronic copies, in a format acceptable to the Town, of all documents prepared in connection therewith. Such documents shall be provided to Town with an

authorization in a form and substance acceptable to Town from the applicable Contractor authorizing the Town to use the documents.

29. Most Favored Governmental Agencies. Contractor agrees that if, after the Effective Date of this Agreement, it enters into an agreement for the same or substantially similar scope of services with another local government in Florida which contains a term or condition, including fees, charges or costs, that are more favorable than the terms in the Agreement the Town may provide Contractor with written notice explaining how the new Agreement is for the same or substantially similar services and how the new Agreement contains terms or conditions that are more favorable than the terms in the Agreement, and requesting to negotiate an amendment to the Agreement (a "New Agreement Notice"). The parties shall act in good faith to negotiate an amendment to the Agreement that addresses, in a manner that is fair and equitable to both parties, the matters raised by the Town in the New Agreement Notice. If the parties fail to reach agreement upon an amendment within ninety (90) days of the New Agreement Notice, then the Town shall have the right to terminate this Agreement, by providing thirty (30) days advance written notice to the Contractor, such notice to be given no later than one hundred (100) days from the New Agreement Notice.

The Town hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

It is further provided that no liability shall be attached to the Town by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

TOWN OF SURFSIDE

A Florida Municipal Corporation,

BY: _____
Roger M. Carlton, Town Manager

Date

CONTRACTOR,

BY: _____
Christopher J. Brown, Managing Member
Redevelopment Management Associates, INC.

Date

ATTEST,

Sandra Novoa, CMC, Town Clerk

Date

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

BY: _____
Lynn M. Dannheisser, Town Attorney

Date

**EXHIBIT "A" –SCOPE OF WORK
TOWN OF SURFSIDE – BUSINESS IMPROVEMENT DISTRICT**

**1. Creation of an Organization Plan for a Business Improvement District
Twenty-Two Weeks (December 2012 – May 2013)**

During the Commission Meeting on January 18, 2011 the Surfside Town Commission created the Downtown Vision Advisory Committee (DVAC). Since its inception, DVAC has proven to be an effective advisory organization through a process that has included actionable items at every meeting, including the following projects, initiatives and topics of discussion:

- Downtown Code Enforcement
- Parking Lot Improvement/Landscaping
- Vacant Window Ordinance
- News Rack Ordinance
- Awnings Ordinance
- Moratorium Ordinance
- Upgrading Alleys
- Wayfarer Signage Program
- Branding
- Business Improvement District
- Façade Upgrading Program
- Abbott Avenue Parking Garage Feasibility Study
- The Current Forty Foot Height Allowance and Amalgamation of Properties
- Development of an East West Corridor on 95th Street from Abbott Avenue to the Beach
- Rebuilding of Harding Avenue Sidewalks
- Sidewalk Café Ordinance and FDOT Agreement
- Miami-Dade "Mom & Pop" Grants

DVAC discussions have included the possibility of creating a Business Improvement District (BID) for the Downtown District. The basic premise of a BID is that the Town agrees to continue to provide a basic level of service and that incremental services such as extra police protection for expanded special events, maintenance for specialty landscaping, downtown marketing programs, cleaning after special events, and the retention of consultants to secure tenants are funded with a self-imposed assessment on the owners which is generally passed on to the tenants. The use of these funds would be governed by the Board of the BID. The process for

establishing the District and ensuring that funds are collected and properly spent is governed by State of Florida statues and an agreement with the Town Commission.

The next step involves creating a BID plan and, if property owners are supportive, the actual establishment of the BID.

- 1.1. Draft a Business Improvement District Plan. This will be an organizational plan identifying next steps for the new BID. The Contractor propose a series of meetings with property owners, Town staff, business owners and other area stakeholders to complete the following five (5) tasks:
- 1.2. Build ownership and consensus amongst commercial property owners regarding improvements, programs, services, and management of the BID. The most important task is the creation of a consensus regarding the programs, budgets, and methods of assessment to achieve the objectives of the BID. This will be primarily achieved through one-on-one and small group discussions to create a core mission for the new BID.
- 1.3. Establish, in cooperation with the Town, the geographical boundaries of the BID. Property ownership information will be analyzed. Once a consensus of activities has been created, the Contractor will propose a final boundary for the BID for the purpose of adoption.
- 1.4. Establish, in cooperation with the Town, a proposed budget and determine the formula for property assessments. Based upon the objectives identified for the BID, Contractor will recommend a budget and present all permissible methodologies for assessment, with recommended options.
- 1.5. Present the district plan in public meetings. The Contractor will organize and facilitate all public meetings required to create the BID.
- 1.6. Prepare the property owners and the merchants for the formal establishment of the BID pursuant to Florida Law. The Contractor will work with Town of Surfside staff and attorneys to complete all activities required to establish the BID.

Deliverable: BID Organization Plan

Compensation – \$25,000

A Timeline for Project Completion is attached.



Town of Surfside Commission Communication

Agenda Item #

Agenda Date: June 14, 2011

Subject: Downtown Vision Advisory Committee (DVAC) recommendations regarding rescinding the Moratorium Ordinance and related vision initiatives for the Surfside business district.

Introduction: The release of the Miami Dade County Property Appraiser preliminary tax roll for 2011 on June 1, 2011, and the decrease in property values in Surfside by 6.3 percent and thirty nine percent decrease since 2008, supports the necessity for a proactive approach to diversifying Surfside's the tax base (Att A). The following vision, developed in a broad based community stakeholders' process, is a path to revitalize the downtown business district with the ultimate focus on supporting existing businesses, attracting new businesses and creating an environment that will support the diversification of the tax base.

Background: The Downtown Vision Advisory Committee was formed with Town Commission approval through Commission Memoranda presented at the December 14, 2010 (Att B) and January 18, 2011 (Att C) Commission meetings. Feedback from many residents, committee/board members and downtown business operators/owners formed the consensus that there is a need to reinvigorate the Surfside business district after years of conversation and little tangible action. Further, the Town Commission received and held a workshop regarding a Five Year Financial Plan that demonstrated the need to diversify the Town's source of property tax from the current 80/20 split (residential/commercial) to a more balanced distribution. If the commercial property base is not expanded and upgraded the split could be 90/10 in five years.

Fourteen of the initially proposed members of the DVAC consisted of a representative from each appropriate Town committee/board, a mixture of single family and condominium residents (including both full time and "snow bird" representation), Surfside business owners and operators, as well as representatives from such local organizations as the Surfside Civic Association and the Surfside Business Association. Due to the difficulty experienced in the past with establishing avenues of communication with the downtown property owners, outreach was conducted through existing Surfside business owners/operators. Eventually three names, and accompanying contact information, were recommended as possible members. Of the three repeatedly contacted, only one consistently attended the DVAC meetings. However, active and responsive communication with the downtown property owners has occurred since the inception of the Moratorium Ordinance which temporarily limited building permits to restaurant and retail uses on Harding Avenue from 96th Street to 94th Street.

As the need to strengthen Surfside's downtown as the social, cultural and economic center of the Town was established, the DVAC was directed to return to the Town Commission with a comprehensive vision for the district. Operating on the basis that a thriving downtown can enhance the quality of life for Surfside's residents and improve the visitor experience, the committee continually and passionately addressed such issues as:

- an overall aesthetic / branding for the downtown.
- creating a welcoming, pedestrian-friendly environment.
- streetscaping: landscaping, benches, newspaper vending racks.
- the creation of a Business Improvement District to help finance improvements and operations.
- the relationship of Surfside's downtown to The Bal Harbour Shops and the St. Regis.
- the impact of sidewalk cafes and the proper means for regulating the use of sidewalks through a Sidewalk Ordinance.
- installation of business locator and appropriate parking signs.
- code enforcement in an effort to improve the curb appeal of the area.
- the creation of a parking structure with focus on the Abbott Avenue lot.
- the potential combination of retail, commercial and residential land use.
- assisting businesses with marketing initiatives.
- retaining the one hundred presently licensed businesses and attracting businesses to the seventy building, six plus acre downtown through landlord and lease cooperation.
- the merits of major capital improvement projects and lessons from the Town's 2006/2007 Charrette.

It is important to note that many of these items are actionable items that the Town Staff are implementing (explained below) and all will be incorporated into a final report for the Town Commission. However, due to the remarkable and recent historic increase in communication involving the DVAC, downtown property owners and Town Staff, it is now appropriate and imperative that the Town Commission be presented with the following high level vision for analysis. These vision initiatives are being presented with unprecedented support of all stakeholders involved in the process to date and within the shortened time of three months as directed by the Town Commission instead of the six month time period established when the moratorium was enacted.

Analysis: The DVAC has met eight times since its inception in February 2011. At each meeting a number of agenda items are discussed with each meeting producing an Actionable Item for the Town Staff to address and return at the following meeting with a status report. Below are the Actionable Items that have been completed and/or are in process:

1) February 15, 2011: Downtown Code Enforcement:

From the very first meeting the DVAC has exhibited a unanimous displeasure in the public and private maintenance of Surfside's downtown. Based on consensus from the committee the Town Code Enforcement identified all external code violations in the downtown business district. Courtesy notices were sent to all applicable business owners/property owners. To date over two thirds of the issued notices are now in compliance or in the process of complying. The Town Manager has assured the committee that all violations would be addressed through the Code Enforcement process until full compliance is achieved. This means that penalties will soon be applied to non-responsive property owners and eventually the matter could go to Special Master. Violations that do not require permits such as clean windows, clean trash behind buildings, remove illegal signs and clean alleys behind stores are eighty percent complete. Violations that require permits such as painting the building, repairing windows and façades as well as exposed electrical wires (etc) are seventy five percent complete.

With the purchase of the Town Commission approved power washer, the gum has been removed by Public Works staff from the sidewalks in the downtown district and the overall appearance of the sidewalks has improved dramatically. All of the palm trees in the district have been pruned, and the parking lot on 95th Street and Collins Avenue, including the extension lot, has been repaved, striped and landscaped. These completed projects are a testament to the Town's response to the DVAC members concerns and to the overall commitment to enhancing the aesthetic of Surfside's downtown.

2) March 10, 2011: Vacant Window Treatment Ordinance:

In order to address the aesthetic look of the ground floor vacant property windows downtown, Town Staff were requested to amend the Town's ordinance that addresses vacant windows. The amended version went before the Planning & Zoning Board at their May 26, 2011 meeting and includes the committee's recommendations. The Planning and Zoning Board unanimously recommended approval of the Ordinance to the Town Commission. The Design Review Board will approve the final aesthetic of the screening and input from the Beautification Committee and DVAC will be provided. First reading is set for the June 14, 2011 Commission meeting. The Town would require downtown property owners to pay for the Town installation of a Town issued external decorative window covering when their ground floor properties are vacant.

3) March 22, 2011: Upgrading Harding Avenue Alleys (please see below).

4) April 14, 2011: Moratorium Ordinance / Property Owners Meeting Update (please see below).

5) April 27 & May 12, 2011: Detailed Vision for Downtown (please see below).

6) May 25: Sidewalk Ordinance addressing café seating and the posting of menus outside.

These initiatives are presented below, prioritized by achievable timelines, in an effort to establish a path forward as required by the Town Commission directive when the DVAC and its mission were established and as a strategy to implement the property tax equity and fairness principles envisioned in the Five Year Financial Plan. It is imperative to note that the following vision package needs further discussion and further vetting by the Planning & Zoning Board and the Town Commission. Nevertheless, there is clear consensus from the above mentioned meetings that these initiatives for downtown, taken as a package, would provide a beneficial blueprint for a revitalized downtown.

SHORT TERM INITIATIVES (six months or less):

Rescind the Moratorium Ordinance: The Town Commission adopted a Moratorium Ordinance on second reading at the April 12, 2011 Commission Meeting. The moratorium restricted the downtown property owners to only renting their ground floor spaces to retail and/or restaurant businesses for six months. The intent of the moratorium was to allow the DVAC enough time to discuss the issue of restricting service industries from the ground floors of downtown buildings and to return to the Town Commission with a recommendation. While the moratorium will sunset at the end of six months from inception, Town Staff were instructed by the Town Commission to return with recommendations from the DVAC within three months. This memorandum and its recommendations meet that time limit.

As a direct result from the enacting of the moratorium, the Town Manager was contacted by upset and concerned downtown property owners regarding the restrictions and a meeting was held with owners on April 26, 2011. Sixteen property owners, a number from the same family trust, representing approximately seventy percent of the buildings downtown were in attendance. During this meeting a series of conceptual initiatives were discussed and approved by consensus from the attendees in exchange for terminating the Moratorium Ordinance prior to its sunset date (Att D).

These initiatives were subsequently presented to the DVAC at the April 27, 2011 meeting and were approved in principle by consensus from those in attendance. Some members at that meeting still expressed their concern for giving up the restrictions on street level service businesses as they strongly felt that this was the only method to achieve the type of dynamic and vibrant downtown that all favor. The DVAC requested Town Staff to return at the next meeting, held on May 12, 2011, with a more specific written statement, including timelines, for ratification by the members so that this vision could be presented to the Town Commission for review at the June 14, 2011 meeting.

At the DVAC meeting on May 12, 2011 a memorandum listing the rescinding of the moratorium with corresponding initiatives to be taken as a package was presented (Att E). Designated representatives of the property owners, accompanied by some of their service oriented tenants and concerned residents, came to the meeting as a reflection of their commitment to the vision. Upon discussion of the initiatives, since approved in principle by the DVAC and the property owners, it became apparent to Town Staff that the division between the various stakeholders was deeper than expected. The DVAC voted six to three to adopt the vision, with the rescinding of the moratorium, but to revisit a plan for restricting ground floor uses to retail and/or restaurants with a distancing/grandfathering provision. As this is a non-negotiable action for the property owners to support all the elements of the DVAC vision, the owners left the meeting quite distressed. Upon further reflection and heated discussion amongst the DVAC it was decided that a second vote should be conducted regarding the vision. This second vote resulted in a seven to two vote in favor of rescinding the moratorium as soon as possible and to approve all of the initiatives presented as a package. The DVAC directed the Town Staff to return at the May 25, 2011 meeting with a more definitive plan of action, including specific timelines and commitment requirements from the various stakeholders, for ratification before presenting to the Town Commission for review at the June 14, 2011 meeting. The consensus from the DVAC members is that while the property owners have the threat of litigation on their side, the Town needed something to bind the property owners to all of the initiatives that they have presently committed to in good faith only.

The Planning & Zoning Board met on May 26, 2011 and thoroughly discussed rescinding the Moratorium Ordinance and the grand vision presented in this memorandum. Understanding that every item needs a multitude of research and discussion and must be vetted through the various Town Departments, Boards, Committees and Town Commission, the Planning & Zoning Board unanimously approved the rescinding of the Moratorium Ordinance and the acceptance of the package of vision initiatives previously approved by the downtown property owners and DVAC that are presented in this memorandum.

Upgrading Alleys: A study of the Town's parking lots and alleys is set to be awarded on June 14, 2011. By way of information, the proposals have already been ranked by the Town selection committee. This study would include the viability of upgrading the alleys, both privately and publicly owned, on both sides of Harding Avenue. The plan would also address the possibility of creating a breezeway from the east side of the Abbott Avenue parking lot through to the west side of Harding Avenue. Financing could be achieved by a joint venture with the property owners of the private alley and the utilization of parking funds. The key commitment suggested by the DVAC is that the study needs to rapidly begin. The next step would be the completion of the consultant selection process and the awarding of the contract by the Town Commission.

Business Improvement District: The Town Manager will continue to meet with the downtown property owners and tenants over the summer to develop a possible Business Improvement District (BID) for the Downtown District. The basic premise of a BID is that the Town agrees to continue to provide a basic level of service and that incremental services such as extra police protection for expanded special events, maintenance for specialty landscaping, downtown marketing programs, cleaning after special events (Att F), and the retention of consultants to secure tenants are funded with a self imposed charge on the owners which is generally passed on to the tenants. The use of these funds is governed by the board of the BID. The process for establishing the District and ensuring that funds are collected and property spent is governed by State law and an agreement with the Town Commission. This initiative will be detailed to the Town Commission in the Fall of 2011.

Facade Upgrading Program: The Town Manager will begin an effort to create a consortium of banks operating in the Downtown District over the summer to develop financing for a facade upgrading program for the district's property owners and businesses. Details regarding this proposal would go to the Town Commission in September, 2011. Proceeds from the Parking Fund could be utilized to reduce the interest on loans granted for facade improvements.

Abbott Avenue Parking Garage Feasibility Study: A feasibility study could address a garage project on the Abbott Avenue parking lot, an upgrade to the alley on the east side of the parking lot to facilitate a more pedestrian friendly environment and access to the Harding Avenue east side businesses, as well as the possibility of rezoning the west side of Abbott Avenue from 95th to 96th Streets to allow very limited commercial use and/or live/work use in the existing homes. An appropriate landscaping buffer on the west side of the Abbott Avenue homes would also be addressed. Upon the recommendation of the Mayor, Town Staff will update the 2007 staff study (Att G) to address whether there is sufficient data that suggests the need for a parking garage and, thus, a formal feasibility study. This updated study will be presented to Town Commission at the July 19, 2011 Commission Meeting. The timeline for this initiative is as follows:

- Seek approval from the Town Commission at the July 19, 2011 Commission Meeting to initiate an independent feasibility study for a parking garage on the Abbott Avenue parking lot if the updated Town Staff study recommends moving forward with this initiative.
- If approved, the Town Administration will utilize the Commission approved group of architects and engineers registered with the Town to compete for the feasibility study with completion expected in October, 2011. Funding would be provided from the Parking Fund and will have no financial effect on the General Fund or the residents of Surfside.

MID TERM INITIATIVES (six months to twelve months):

The Current Forty Foot Height Allowance and Amalgamation of Properties: Presently the buildings in the Downtown District can be forty feet in height. In an effort to encourage property owners to voluntarily seek larger national retail and restaurant tenants for their ground floor properties, buildings could be redeveloped to the maximum four stories presently allowed and would not include restriction regarding residential use. Property owners could voluntarily amalgamate buildings to achieve this initiative.

- Present to the Planning & Zoning Board on June 23, 2011 for discussion.
- Present to the Town Commission on July 19, 2011 for first reading.

Development of an East West Corridor on 95th Street from Abbott Avenue to the Beach: The Development Impact Committee is working on a design theme for this project which could see a significant contribution from the developers of the Beach House property on the west side of Collins Avenue. An improved linkage on both 94th Street to Harding Avenue and on 95th Street will help ensure that this project becomes an asset to downtown and increase business development as well as augment visitor satisfaction for guests of the hotel.

LONG TERM INITIATIVES (twelve months to thirty months):

Rebuilding of Harding Avenue Sidewalks: If the Town Commission determines the need for a garage on the Abbott Avenue parking lot, and the project moves forward to completion, then the Town Administration will address expanding the sidewalks on Harding Avenue between 94th and 96th Streets in the Downtown District by removing the existing parking spaces. This would be feasible as adequate parking would now be available in the new Abbott Avenue garage. A small number of spaces on Harding Avenue would remain for bus lay-bys and a valet parking service. The wider sidewalks would provide more space for outside café seating and enhanced landscaping and streetscaping. The financing of this project is yet to be determined but could be achieved through a joint venture with the Town and an assessment on the downtown properties.

94th Street Parking Garage Feasibility: A feasibility analysis will be accomplished over the summer relative to developing the 94th Street parking lot into a garage with the possible addition of the contiguous properties to the east along Collins Avenue. The intent of this project would be to provide additional parking for a southern anchor to the east side of Harding Avenue and to allow sufficient space for small scale national retail and restaurant opportunities.

Through the actions of the DVAC and the property owners, and with Town Commission support, Surfside's downtown is experiencing an increase in the upgrading and maintenance of the buildings and the public spaces within the district. The Town will continue with Code Enforcement to ensure that this mission achieves its goal of positively impacting the aesthetic environment and image of downtown Surfside. A plan for additional short-term aesthetic upgrades could also be continued as a mission of the DVAC while the mid and long term proposals are in process. The Town will also continue its efforts to increase maintenance of the area such as the steam cleaning of the sidewalks. The FDOT repaving project will also add new crosswalks at all intersections and at the mid-block pedestrian lights.

It is the clear intent of the property owners, DVAC and Town Administration that this Commission Communication reflects a package of ideas that justify the acceleration of the moratorium's termination. The majority of the stakeholders involved in this process to date agree that this represents a vision for an important cooperative approach to a better future for the downtown district. Any disagreement is not about the package presented, it is about the need for regulation to limit certain uses at the street level. Clearly the second vote of the DVAC, as documented earlier in this Commission Communication, reflects willingness to compromise in an effort to move forward.

As your Town Manager, I want to personally thank the members of the DVAC, Tourism Director Duncan Tavares, Planning Director Sarah Sinatra Gould, and the property owners for coming together to vet this vision in a very short time frame as directed by the Town Commission and without the cost of consultants. The vision is a path to sensitively bring our downtown to a more contemporary place without losing its hometown feeling. The vision is also a necessary element of the Town Commission's stated goal of creating property tax equity and fairness through expansion of commercial uses without deteriorating our quality of life. We all look forward to the discussion of this plan perhaps in a joint public workshop of the Planning & Zoning Board and the Town Commission.


Budget Impact: TBD.

Staff Impact: TBD.

Recommendation: In a direct outcome from meeting with the downtown property owners on April 26, 2011 the property owners in attendance have been an active participant in the vision process. While the DVAC started with three downtown property owners as members, and every meeting has been conducted in a televised public forum with every attendee having the opportunity to opine on all discussion items, Town Staff recommends that the Town Commission approve the appointment to DVAC of Mr. Jack Stevens as a representative of the property owners from the April 26, 2011 meeting.

It is understood that this package of initiatives presented in this memorandum must be ratified by the Town Commission before any of the items can proceed. Upon the approval of any or the entire proposed vision package, the initiatives must then be vetted by the appropriate Town Departments before proceeding to the Planning & Zoning Board. The ultimate decision on subsequent implementation remains with the Town Commission. Therefore it is the recommendation of the DVAC and the owners of a majority of the downtown properties that the Town Commission approves the vision in principle to allow for Town Staff to proceed on each item with the intent of eventually returning to the Town Commission for vetting as outlined by the timelines presented. Town Commission will be kept apprised of the process on each initiative through the Town Manager's Points Of Light action document, minutes from the DVAC meetings as well as Planning & Zoning minutes and subsequent progress reports and ordinances.


Department Head


Town Manager

ATTACHMENT A

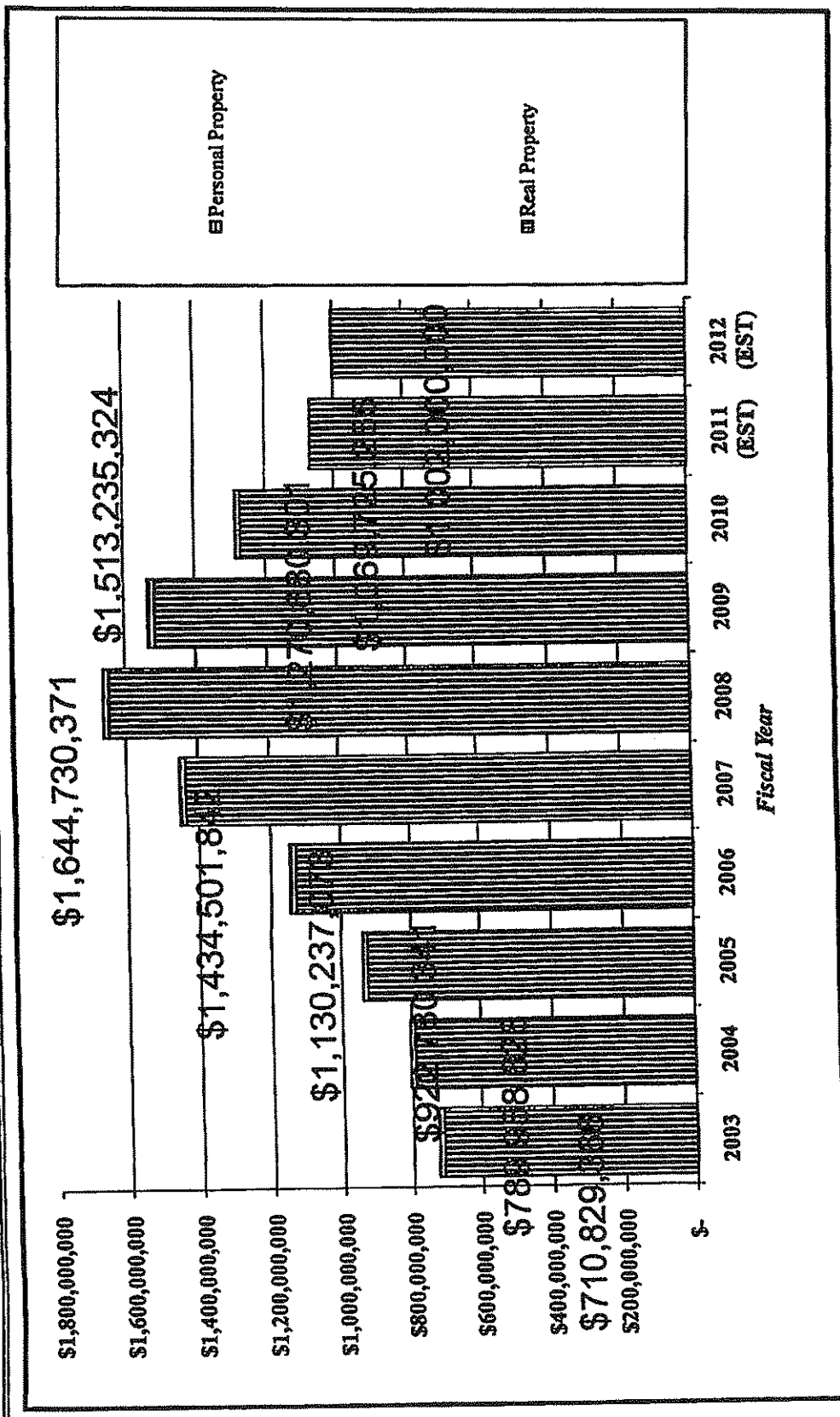
ATTACHMENT A

Town of Surfside, Florida

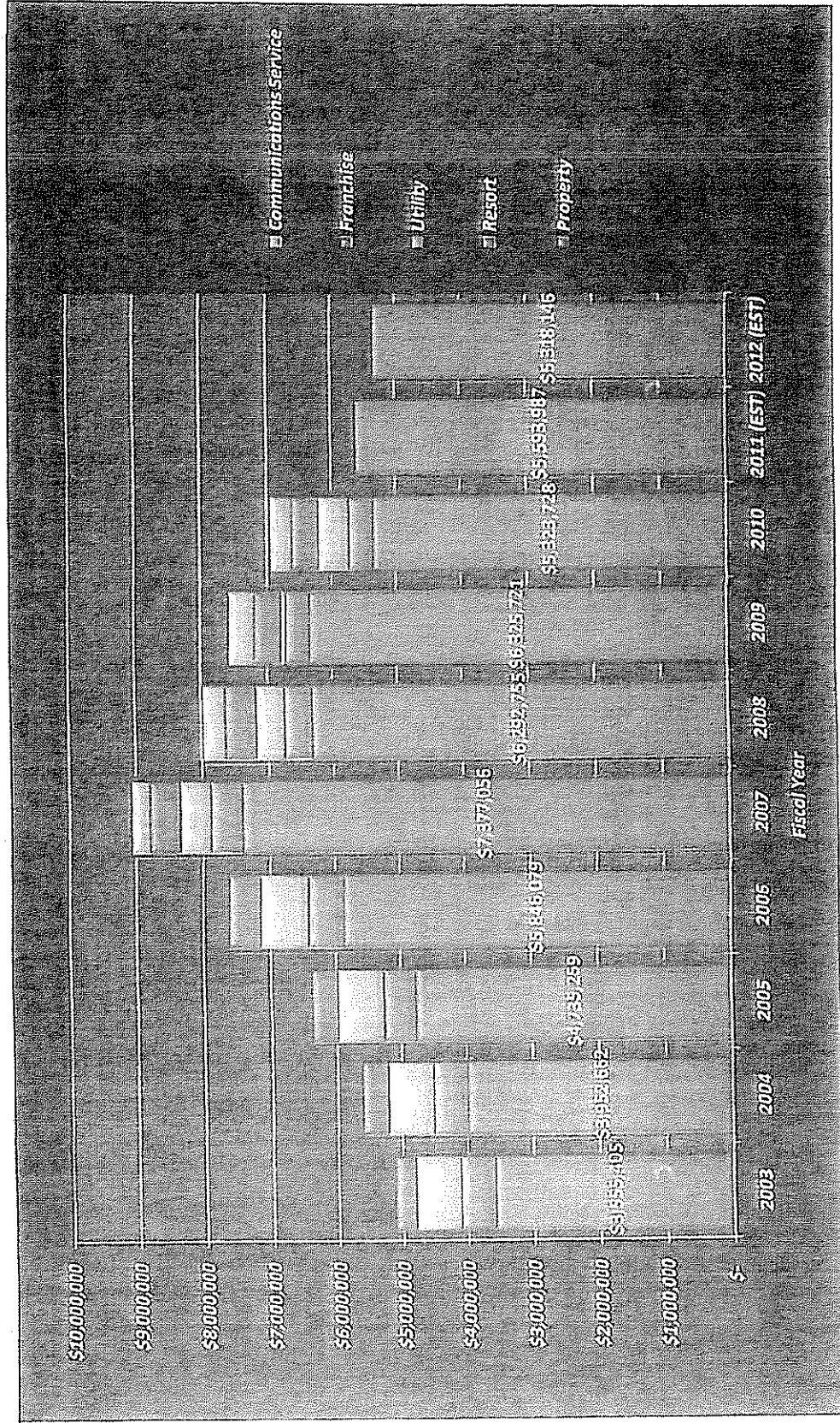
Chart-Total Assessed Value (Unaudited)

Last Ten Calendar Years

(modified accrual basis of accounting)



Town of Surfside, Florida
 Chart-Tax Revenues by Source - Governmental Funds (Unaudited)
 Last Ten Fiscal Years
 (modified accrual basis of accounting)



ATTACHMENT B



Memorandum

To: Elected Officials
From: Roger Carlton / Town Manager
Date: 12/6/2010
Re: Moving the Downtown Vision Process Forward

Introduction

During the past three months, substantial input has been given to the Town Manager regarding the need to reinvigorate the Downtown Vision process. This report outlines suggested parameters for the process and establishes a timeline for the Town Commission to review.

There exists a need to strengthen Surfside's downtown as the social, cultural and economic center of the Town. A thriving downtown can enhance the quality of life for Surfside's residents and improve the visitor experience.

Additional tax revenue from a thriving downtown, including increases in the Tourism Resort Tax, adds to the Town's tax base and helps alleviate the ad valorem (property) tax burden on residents.

In order to create a sense of place that encourages business retention and economic development, while retaining and enhancing the characteristics that attract residents and visitors, a plan that reflects the realities of the 21st Century is required.

Previous planning efforts and policies, as well as recent survey results, will be reviewed during this process. This will help avoid the cost of outside consultants.

Background

The Town's 2006/2007 Charrette, through extensive community input, recommended a number of improvements for the downtown area. A Committee comprised of Surfside residents, the Town Manager and a Commission liaison held a series of public meetings to engage the views and future aspirations for the Town as a whole. The final public meeting reviewed each section of the Charrette for detailed comment. The final report was not fully adopted and further direction was not given or implemented.

Many of the listed possible projects that pertain to the downtown district are still relevant discussion items. Of particular note is the desire to create a more pedestrian friendly downtown with mixed-use commercial buildings. Also, the possible need for a parking structure is still widely discussed to this day.

The two blocks on Harding Avenue from 94th to 96th Streets is approximately 6 ¼ acres with over 70 buildings and more than 100 licensed businesses.

Due to unprecedented changing and challenging economic conditions since the Charrette was produced, the necessity for a current shared vision and plan for the downtown district is a timely initiative.

Project Teams

Proposed Steering Committee: Town Manager, Building Official, Planning Manager and Tourist Bureau Director.

Proposed Advisory Committee: Planning & Zoning Chair, Surfside Business Association President/Tourist Bureau Chair, Beautification Chair, a hotelier, two retailers, a service oriented business operator, a single family residential representative and a condominium resident representative.

Timeline

- 1) December 2010/ January 2011 - Interview the Surfside Commissioners and members of the Surfside Business Association regarding their vision for the downtown district.
- 2) Conduct two workshops:
 - i) February 2011 - Steering Committee and Advisory Committee Workshop, open to the public, with the Planning & Zoning, Tourist Board and Beautification Committee in attendance.
 - ii) March 2011 – Public Workshop to present the ideas from the recent survey results, interviews and previous workshop.

Information from the Charrette, the Planning Department, and comparative models used elsewhere (eg Delray Beach) will also be presented.

The objective of the workshops is to incorporate the various stakeholders' vision for the downtown and to form a collective vision for the future.

Some of the discussion items would include, but not be limited to, the following:

- an overall aesthetic / branding
- creating a welcoming, pedestrian-friendly environment
- the installation of benches and bike racks

June 2, 2011

- the creation of a Business Improvement District to help finance improvements and operations
- the role of the Florida Department of Transportation (eg crosswalk replacement in 2011/2012)
- the role of Tourism funding as it relates to successful retail and restaurant establishments
- the relationship to Bal Harbour Shops and the St. Regis
- the impact of side walk cafes and the proper means for regulating the use of sidewalks
- newspaper vending rack regulation
- installation of business locator signs on each block
- code enforcement
- the potential combination of retail, commercial and residential land use
- assisting businesses with marketing initiatives, particularly the use of Social Media, and special events
- retaining and attracting businesses through landlord and lease cooperation

A report listing priorities and a timeline for implementation strategies will be produced from the workshops. This will be presented at the Town Commission Meeting in April 2011.

Cc: Paul Gioia, Building Official
Sarah Sinatra, Planning Manager
Duncan Tavares, Tourism Director

ATTACHMENT C

Memorandum

To: Roger Carlton / Town Manager
From: Duncan Tavares / Tourist Bureau Director
Date: 1/18/2011
Re: Downtown Vision Process Update

Advisory Committee:

- Scarlet Tenen, Planning & Zoning Chair
- Eli Tourgeman, Tourist Board Chair
- David Steinfeld, Beautification Committee Chair
- Ken Arnold, Former Chair Charrette Committee
- Sergio Castion, Surfside Business Association Representative / Condotti Mens Clothing Store Owner
- Ighal Goldfarb, 9520 Harding Avenue Building Owner
- Shep Edelstein, Best Western Oceanfront Resort Owner
- Andy LaBrada, Onarga Apartment Hotel and Event Company Owner
- Jenny Skordilis, The Greek Place
- Jessica Weiss, Serendipity Yogurt Cafe
- Leeann Roth, Luxe Skin Bar Store Owner
- Julia Magnani, Surfside Civic Association / Single Family Home Representative
- Sharon Levy, Home Business Operator / Single Family Home Representative
- Louis Cohen, President of Marbella Condominium Association
- Jackie Murphy, Condominium Resident
- Julie Gordon, Condominium Resident

Discussion of Initiatives for Downtown Success:

- 1) Forming a public-private partnership
 - Partnering with neighboring communities
- 2) Completing a downtown vision
- 3) Produce a market driven business plan
 - Identify your customer base and potential new customers
 - Identify their wants and needs today and in the future
- 4) Develop and market your downtown's unique niche
- 5) Attract new targeted businesses through outreach and hosting/site visits
- 6) Counsel existing businesses on their business plans

June 2, 2011

- 7) Conduct on-going focus groups to provide direction
- 8) Create small scale downtown housing
- 9) Create on-going formal marketing and public relations campaigns
- 10) Incorporate management techniques from the malls – managing a downtown as a business:
 - Forge partnerships
 - Assign someone as a liaison
 - Produce a leasing plan including minimum standards for hours of operation
 - Focus on maintenance issues
 - Identify funding sources
 - Provide sufficient parking and other public services

Design Preferences Discussion Points:

Buildings: What is attractive? What to change?

Colors

Signage

Landscaping / Pedestrian friendly additions

Side walks

Crosswalks

Create a central theme or brand

Are there motivational factors to assist in compliance?

Should a “demonstration” building façade be created?

Forging a partnership with neighboring communities

Pedestrian friendly vs high visibility

Traffic calming

Economic Development Objectives for Downtown:

- Stimulate new activity / Encourage new businesses that will generate Resort and Sales Tax for the Town
- Preserve and stimulate existing businesses
- Diversify the economic base
- Evaluate barriers for change/growth and create sensible and sensitive regulations
- Encourage new businesses that broaden the service offering
- Create an organization that is well funded to enhance the vision



ATTACHMENT D



Downtown Property Owners

Meeting Minutes

April 26, 2011

The meeting started at 6:05pm in the Commission Chambers, 2nd Floor Town Hall.

In Attendance:

Property Owners: Jack Stevens, Dr. Michael Stevens, Helen P. Stevens, Charlotte Stevens, Merry Stevens, Carol Penson, Carol Leinwand, Alex Leinwand, David Kahn, Donald Kahn, Harry Breiter, Estelle Breiter, Sharlane Packar, Christine Justice, Dr. Ilonka Schwartz, Dr. Asher Paoeh.

Town Staff: Roger Carlton, Town Manager; Duncan Tavares, TEDACS Director.

Meeting Discussion:

Jack Stevens thanked the Town Manager for all of his outreach to the property owners and his willingness to hold this meeting.

The Town Manager updated the attendees on the Downtown Vision Advisory Committee's formation, mission and diversity of viewpoints. The fact that the most businesses are voluntarily complying with their code violation notices, seen in such actions as buildings being painted, is a direct result from feedback from this committee. He also discussed the Moratorium's commencement and objectives; while in effect for six months from the April 12, 2011 Commission Meeting, it is expected to sunset within three months. There was a review of Surferside's good financial status and the five year plan with the need for hotel product as the present high tax burden on the residents is only set to increase. The consensus is that downtown must be more contemporary, attractive, lively and a profitable place to conduct business.

The following are ideas that the Town Manager wanted the attendees to discuss*:

- Grandfather existing service oriented businesses on the ground floor for ten years. Property owners would have a six month window of opportunity to exercise this option upon the sun setting of the Moratorium.
- The number of non retail and restaurant spaces on the ground floor will be limited by distance requirements.
- Property owners could build up to four stories with the option of having residential units on the upper floors.

- Property owners could amalgamate their holdings by a Unity of Title to increase the building frontage to 200 feet so that additional floors, with the elevators and ADA compliance, could be achieved. The larger ground floor space would then be attractive to national retailers and restaurants.
- The Town would build a garage on the Abbott Street lot. With easements from the property owners, the alley would then be upgraded with utilities buried underground. This would create an attractive area to access the businesses on that block of Harding Avenue. The ground floor of the garage would have retail space.
- Eliminate Harding Avenue street parking, leave bus lay-bys, and add a valet parking option. The sidewalks could then be widened for sidewalk cafés. This would create a better pedestrian environment with better landscaping and streetscaping.
- Initiate a façade upgrading program.
- Form a Business Improvement District (BID) with commitments from the business owners and the Town.

*N.b. these ideas are not the expressed views of the Commission, Planning & Zoning Board or any other committee.

Comments:

- Do not approve of the "grandfathering" item as all of my tenants would go out of business after 10 years.
- The restrictions should not be implemented in the present economic situation. The Town Manager stated that this is the time to help downtown. In a better economy no one is interested in these matters.
- The demographics of the area do not support the existing types of retail. "Mom & Pops" can barely survive and they are the best bet for the area.

Jack Stevens made a presentation, with photos of various downtown buildings, highlighting their inability to host service businesses due to lack of available space and lack of ADA compliance. There are thirty one existing ground floor tenants that would need to close if the ten year "grandfathering" is imposed. The property owners would never agree to Unity of Title. He also stated that the property owners were never given due process to represent their views to the Town Commission when the Moratorium was on the agenda due to conflicting information received from the Town. Donald Kahn concluded for the group, that in the spirit of working together, the attendees support the following:

- The formation of a BID.
- A downtown façade upgrading program.
- The building of a garage at Abbott.
- Allowing for four stories with residential and possible other uses.

He stated that the group does not support the following:

- The "grandfathering"/ten year lease requirement.
- Managing types of businesses by distance limitations.

These are non-starters for the group and are contentious issues. If these items are removed from the equation then there exists a co-operative environment to achieve a better downtown.

The Town Manager confirmed that the following are supported by the attendees:

- Limit parking on Harding Avenue (as outlined above) with wider sidewalks once a garage is built on Abbott as mentioned above. Jack Stevens dissented on the limited Harding Avenue parking.
- A focused marketing effort for retail and restaurants financed by BID and/or parking funds.
- A 94th Street garage with retail on the ground floor.
- 95th Street enhancement project from Abbott to the beach.

All attendees agreed to a quarterly meeting as a means of keeping informed and as a method to achieve common goals.

The meeting adjourned at 8:15 pm.

ATTACHMENT E



Memorandum

To: Downtown Vision Advisory Committee Members
From: Roger Carlton / Town Manager
Date: 5/12/2011
Re: Proposed Initiatives from downtown property owners and DVAC members

Following the adoption of the Moratorium Ordinance by the Town Commission on April 12, 2011, the Town Manager met with downtown property owners on April 26, 2011. From this meeting a series of conceptual initiatives were discussed and approved by general consensus from the attendees in exchange for terminating the Moratorium Ordinance prior to its sunset date. These initiatives were subsequently presented to this committee at the April 27, 2011 meeting and were approved in principle by general consensus from those in attendance. They are presented here for summary purposes in an effort to establish a path forward as required by the Town Commission directive when the Downtown Vision Advisory Committee (DVAC) and its mission were established.

1) Moratorium Ordinance:

The Town Attorney will provide a "Letter of Intent" document, for acceptance by the downtown property owners and DVAC members, outlining the conceptual items (listed below #2- 7). This conditional document will be presented by the Town Manager to the Town Commission at the June 14, 2011 meeting with the recommendation to rescind the Moratorium Ordinance before its sunset date in October 2011 and before the Town Commission's mandate to return with a recommendation by July 2011.

2) Abbott Street Parking Garage Feasibility:

The Town Manager will seek approval from the Town Commission at the June 14, 2011 Commission Meeting to initiate a feasibility study for a parking garage on the Abbott Avenue parking lot. If approved, the Town Administration will utilize the Commission approved group of architects and engineers registered with the town to compete on a feasibility study by August 2011. The feasibility study will address the garage project, the alley upgrade as well as rezoning the west side of Abbott Avenue from 95th to 96th Streets to allow commercial use in the existing homes. An appropriate landscaping buffer on the west side of Abbott Avenue homes would also be addressed.

3) Rebuilding of Harding Avenue Sidewalks:

If the Town Commission determines the need for a garage and the project moves forward to completion, the Town Administration will address expanding the sidewalks on Harding Avenue between 94th and 96th Streets in the Downtown District by removing the existing parking spaces. This would be feasible as adequate parking would now be available in the new Abbott Avenue garage. A small number of spaces on Harding Avenue would remain for bus lay-bys and a valet parking service. The wider sidewalks would provide more space for outside café seating and enhanced landscaping and streetscaping. The financing of this project is yet to be determined but could be achieved through a joint venture with the Town and an assessment on the downtown properties.

4) Upgrading Alleys:

A study of the Town's parking lots and alleys is set to be awarded on June 14, 2011. By way of information, the proposals have already been ranked by the Town selection committee. This study would include the viability of upgrading the alleys, both privately and publicly owned, on both sides of Harding Avenue. The plan would also address the possibility of creating a breezeway from the east side of the Abbott Avenue parking lot through to the west side of Harding Avenue. Financing could be achieved by a joint venture with the property owners of the private alley and the utilization of parking funds.

5) Support the Forty Foot Height Allowance:

Presently the buildings in the Downtown District can be forty feet in height. In an effort to encourage property owners to voluntarily seek larger national retail and restaurant tenants for their ground floor properties, buildings could be redeveloped to the maximum four stories presently allowed and would not include any restrictions regarding residential use. Property owners could voluntarily amalgamate buildings to achieve this initiative. This discussion is presently on-going with the DVAC and would need to go to before the Planning & Zoning Board and Town Commission.

6) Facade Upgrading Program:

The Town Manager will begin an effort to create a consortium of banks operating in the Downtown District over the summer to develop financing for a facade upgrading program for the district's property owners and businesses. Details regarding this proposal would go to the Town Commission in September, 2011. Proceeds from the Parking Fund could be utilized to reduce the interest on loans granted for facade improvements.

7) Business Improvement District:

The Town Manager will continue to meet with the downtown property owners over the summer to develop a possible Business Improvement District for the Downtown District. This initiative will be presented to the Town Commission in the Fall of 2011.

8) 94th Street Parking Garage Feasibility:

A feasibility analysis will be accomplished over the summer relative to developing the 94th Street parking lot into a garage with the possible conjunction of the contiguous properties along Collins Avenue. The intent of this project would be to rent additional parking for a southern anchor to the east side of Harding Avenue and to allow sufficient space for small scale national retail and restaurant opportunities.

While it is important to note that many of the above proposed initiatives have multiyear timelines for completion, if approved by the Town Commission, there are other initiatives that have had an immediate and on-going impact in the Downtown District. Through the actions of this committee, Surfside's downtown is experiencing an increase in the upgrading and maintenance of the buildings in the district. The Town will continue with Code Enforcement to ensure that this mission achieves its goal of positively impacting the aesthetic environment and image of downtown Surfside. A plan for additional short-term aesthetic upgrades could also be continued as a mission of this committee while the long-term proposals are in process.

It is the clear intent of the property owners, DVAC and Town Administration that this memorandum reflects a package of ideas that justify the acceleration of the Moratorium's termination. While these ideas are not contractual between those involved in formulating this conceptual action plan, all of the mentioned stakeholders agree that this represents a good faith vision of an important cooperative approach to a better future for the Downtown District. It is understood that all of these initiatives must be reviewed by the Town Commission. Upon the approval of any or all of the proposed ideas must then be vetted by the appropriate Town Departments before proceeding to the Planning & Zoning Board. The ultimate decision on subsequent implementation remains with the Town Commission.

ATTACHMENT F

Cocoanut Grove Business Improvement District Makes Innovative Changes in Operations

Grove BID Becomes First Florida Client of Nationally Recognized Provider 'Block by Block'

BY MELISSA ROBLES

Beginning June 1, Cocoanut Grove will be the first improvement district within Florida to welcome the successful Block by Block operations management company to its streets. The management of the partnership comes as the Cocoanut Grove Business Improvement District (BID) celebrates its two-year anniversary.

Block by Block, a complete service provider managing safety, cleaning and beautification programs for improvement districts, currently serves 33 communities throughout the U.S. It attempts exclusively to improve districts and has branched its concept unlike any other in the operations business: "Downtown Ambassadors."

The Downtown Ambassadors team is carefully selected and trained to excel in both security and sanitation services. However, unlike many other workers in such fields, the Downtown Ambassadors are also trained as hospitality agents, creating a friendly environment for neighborhood visitors.

Maury Gonzalez, Director of Operations for the Cocoanut Grove BID, cites an impressive set of references as a major contributor to their hiring. Particularly, Block by Block's work with the Westport Partnership of Baltimore, MD is a success story, the Grove is looking to model after.

"Since hiring Block by Block, Downtown Ambassadors have achieved promoting the Waterfront as a destination for local and regional visitors," said Gonzalez. "Like the Grove, they also established events to attract and entertain

visitors while maintaining operation programs in the core business center."

Sanitation ambassadors will be on hand to sweep, collect litter, remove graffiti and weeds, and clean public fixtures. Simultaneously, security ambassadors will be stationed at the Grove's three information desks, on bike and on foot to patrol the area and visit local merchants to maintain constant communication. Ambassadors will be identified by creatively branded Cocoanut Grove BID uniforms.

Yet, regardless of position, the unique service provided by all ambassadors will be their knowledge and enthusiasm to engage the public, by providing directions or even recommendations for restaurants, alongside their duties.

"There are a lot of great companies in South Florida, but what Block by Block is going to do here is going to change the way improvement districts do business," said Collins. "Instead of just going through the motions, Block by Block offers a truly personal touch translating into more and happier visitors."

"The Cocoanut Grove BID exists to improve the quality and financial success of the Grove's commercial core. It enhances Grove parking, lighting, sanitation, marketing and safety, as well as supporting special events. For more information on the Cocoanut Grove BID, visit www.cocanutgrove.com or call 305-461-5506."



The Cocoanut Grove BID attributes success stories like these as strong indicators of the benefits, merchants and prospective tenants see in the BID's individual programs. By adding the components offered by Block by Block to existing programs, like the current partnership with City of Miami Police Department and its direct radio communication system, it won't be long before the Grove begins to see more recognition and accolades similar to that of "Safest Neighborhood in Miami."

"There are a lot of great companies in South Florida, but what Block by Block is going to do here is going to change the way improvement districts do business," said Collins. "Instead of just going through the motions, Block by Block offers a truly personal touch translating into more and happier visitors."

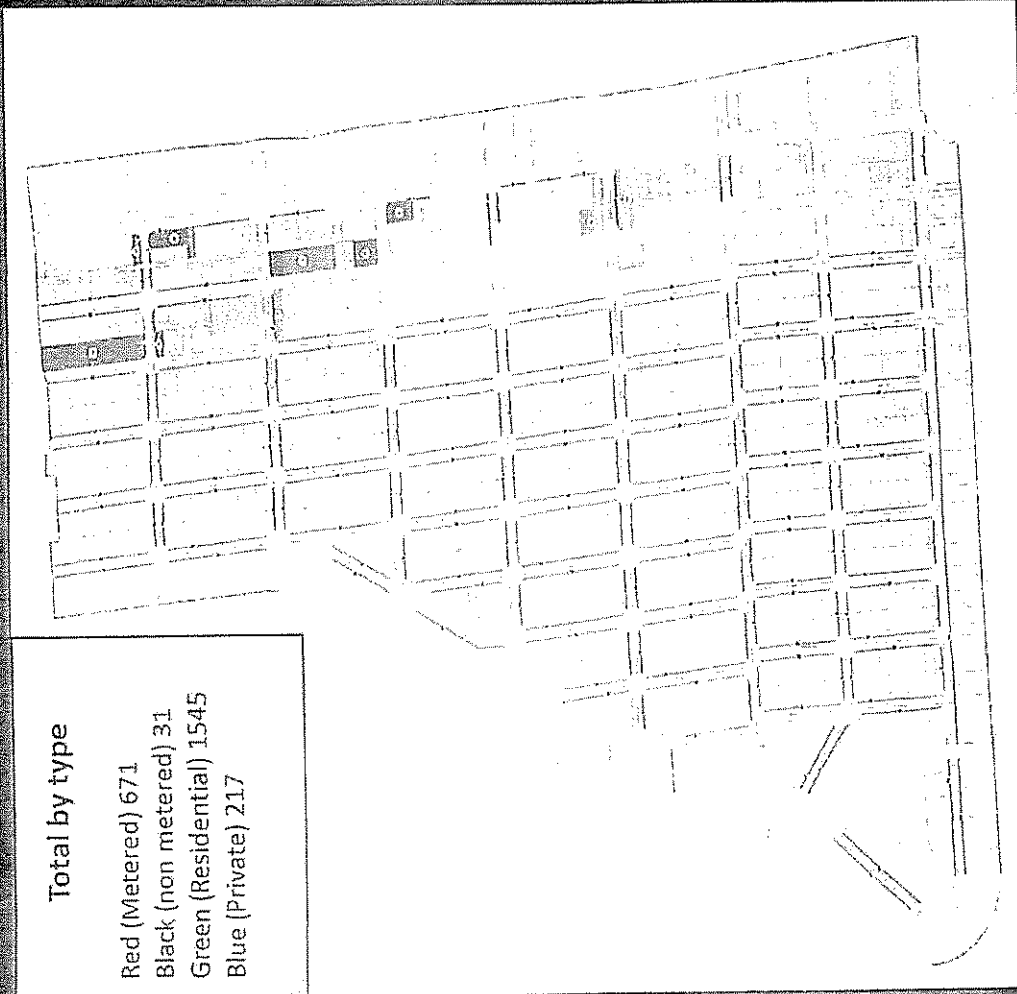
The Cocoanut Grove BID exists to improve the quality and financial success of the Grove's commercial core. It enhances Grove parking, lighting, sanitation, marketing and safety, as well as supporting special events. For more information on the Cocoanut Grove BID, visit www.cocanutgrove.com or call 305-461-5506.

Leading the list is Paragon Grove IX, Miami's newest cinema complex. It was recently rated the best theater in Miami by AOL and The Miami Herald's Chris Boxell proclaimed it as his first choice in a recent Ocean Drive Magazine issue.

Also shining examples of the "new Grove" are restaurateur Peacock Garden Cafe and Lulu, both come as result of their respective owners deciding to expand their businesses inside the Grove Business District, instead of elsewhere. Architects, an international brand name in architecture, joined the list of creative "heavyweights" that have returned to what is commonly becoming known as "Miami's Sillicone Valley of design and arts firms."

ATTACHMENT G

Parking Inventory



Total by type

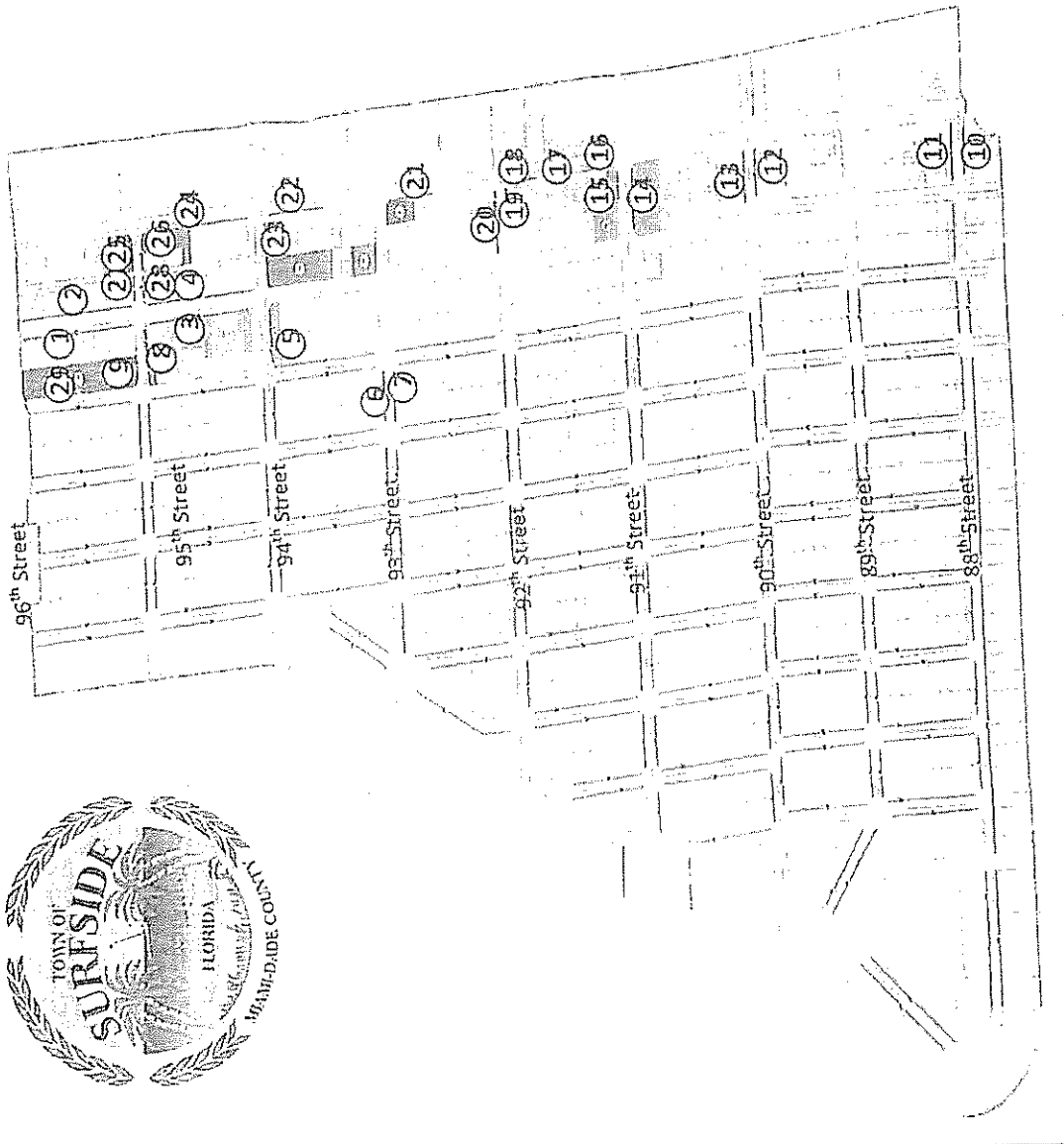
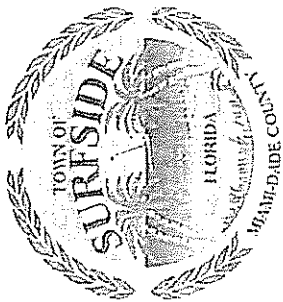
- Red (Metered) 671
- Black (non metered) 31
- Green (Residential) 1545
- Blue (Private) 217



Legend

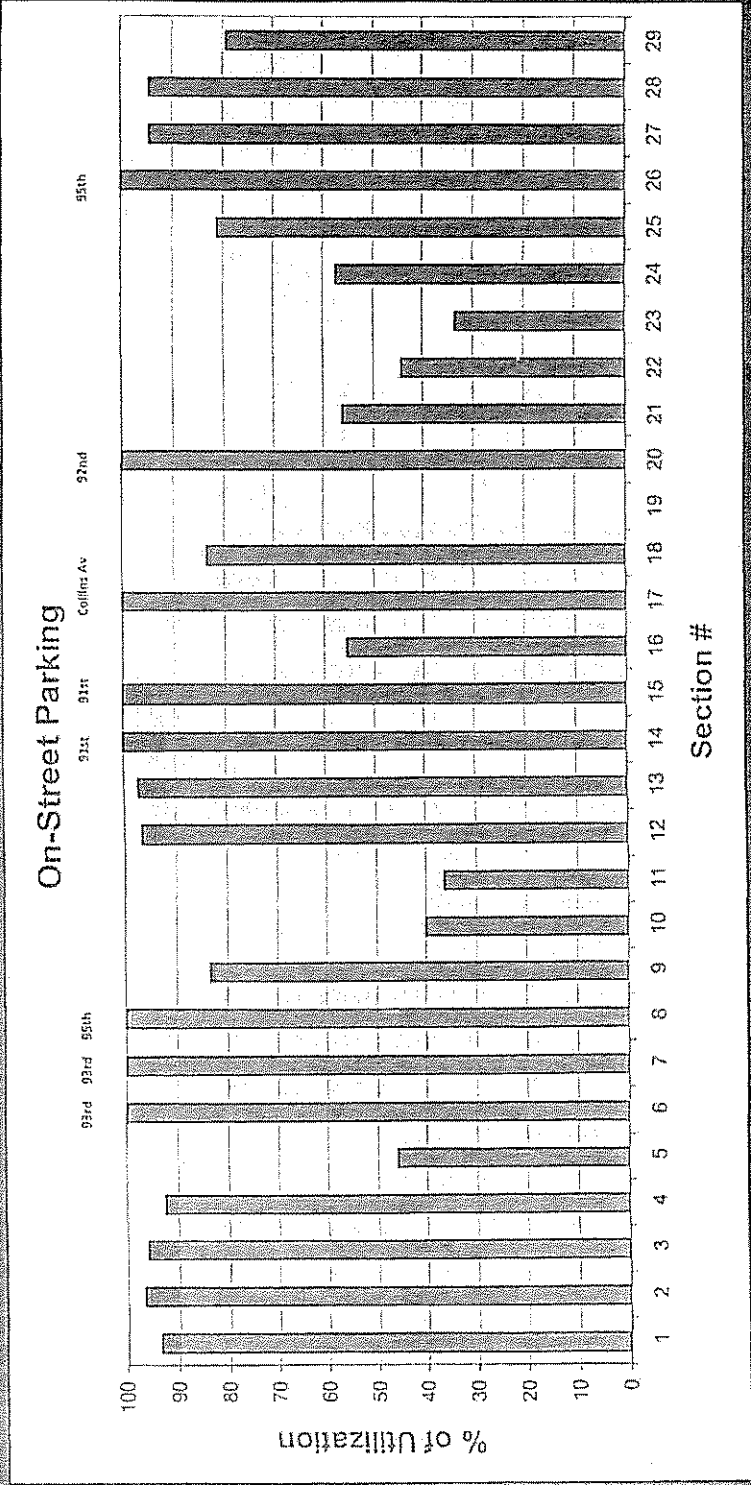
- Residential parking
- Metered parking
- Non-metered parking
- Private parking

Parking Inventory On-Street Sections



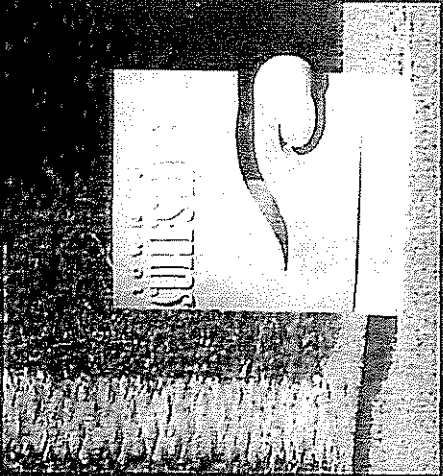
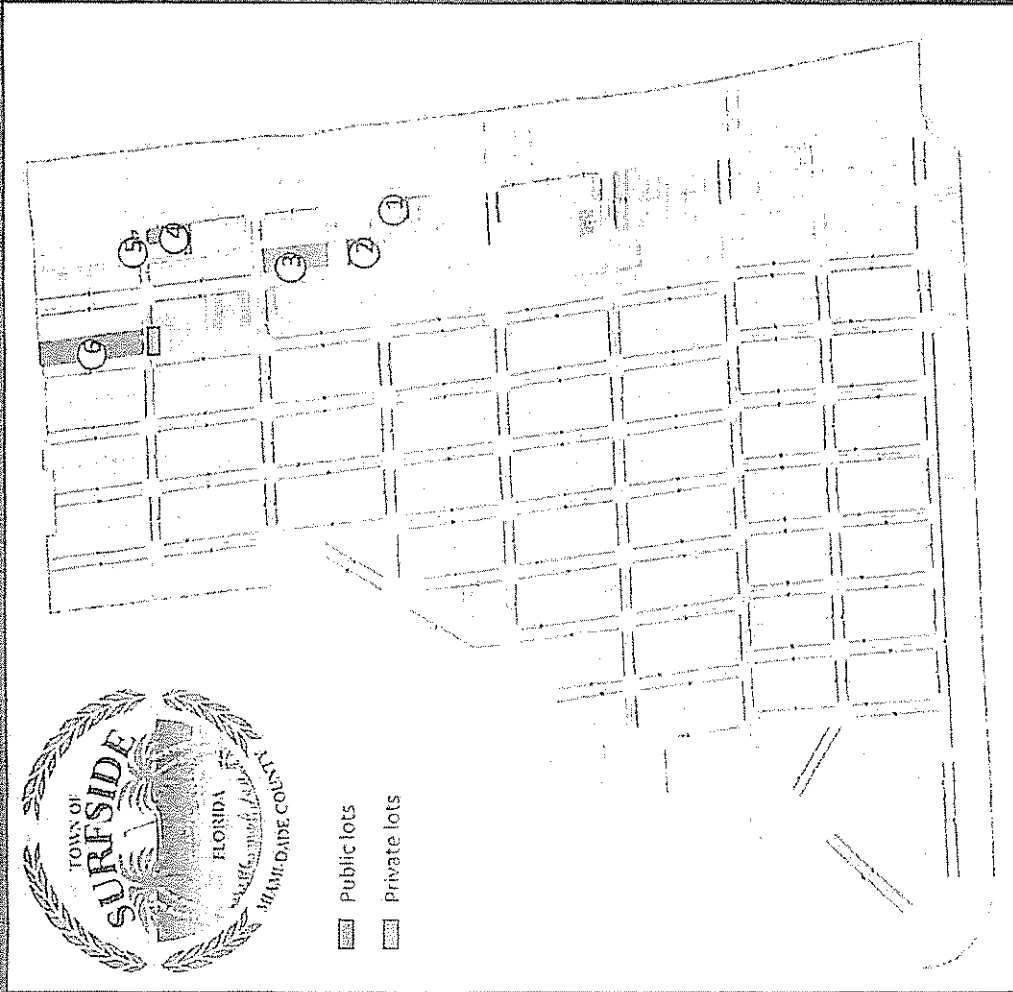
Calvin Gibraltar & Associates, Inc.

On-Street Parking Utilization



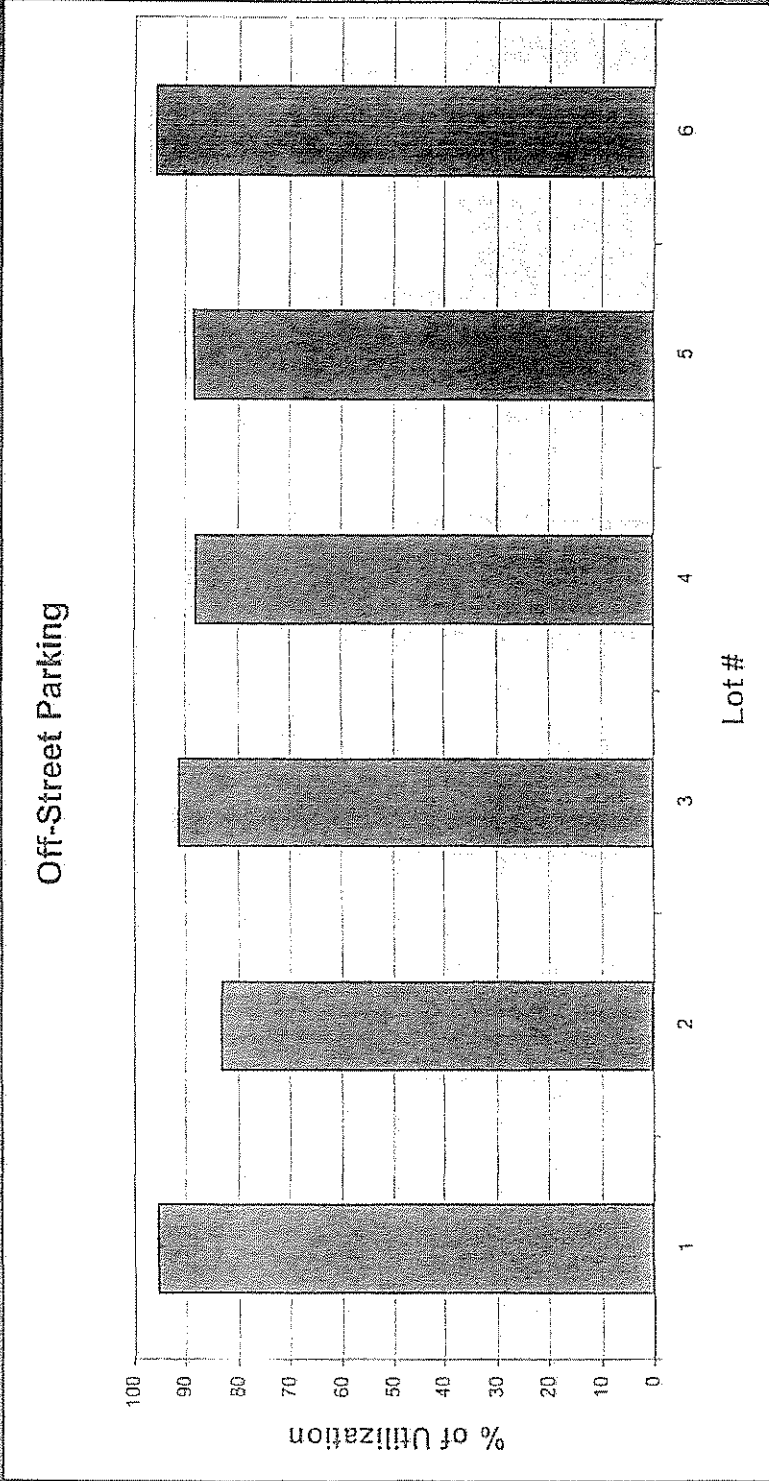
April 20, 2007 between 1:00 pm and 3:00 pm

Parking Inventory Off-Street Sections



• Parking supply is mainly located on the North-East quadrant of the town (Commercial Area)

Off-street Parking Utilization



April 12, 2007 Between 2:00pm and 5:00 pm

ORDINANCE NO. 2011 _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, REPEALING ORDINANCE 2011-1571 "TEMPORARY MORATORIUM ON THE PROCESSING OF SITE PLANS, BUILDING PERMITS, AND THE ISSUANCE OF CERTIFICATES OF USE OR OCCUPANCY FOR NON- RETAIL, NON-RESTAURANT USES FOR THE PROPERTIES GENERALLY LOCATED BETWEEN 96TH AND 94TH STREET AND HARDING AVENUE" AS WAS FURTHER DELINEATED IN THE MAP ATTACHED AS EXHIBIT "A" TO ORDINANCE 2011-1571; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside ("Town"), pursuant to ordinance 2011-1571, imposed a temporary moratorium for the purpose of developing a strategy for the revitalization of the SD-B40 located between 96th and 94th Streets and Harding Avenue (hereinafter referred to as the "Downtown Business District" or "DBD"); and

WHEREAS, the Downtown Vision Advisory Committee ("DVAC") together with staff including the Town Planners and interested property owners and after eight (8) formal meetings have developed an working agreement on several initiatives to address the need to revitalize and reinvigorate the DBD that includes the vision for an appropriate mix of retail, restaurant and non-retail uses as well as other projects; and

WHEREAS, the Town Manager, the Town Attorney, Town Planner and other staff shall begin the work associated with these initiatives for the Downtown Business District and assuming the progress and implementation of these initiatives, once approved by the Town Commission, Staff no longer sees the necessity for a temporary moratorium so long as these initiatives continue to progress;

WHEREAS, the Planning and Zoning Board on May 26, 2011 recommended this rescission and repeal of the downtown moratorium to the Town Commission;

WHEREAS, it is now in the best interest and welfare of the Town to so rescind the imposed temporary moratorium; and

NOW THEREFORE, THE COMMISSION OF THE TOWN OF SURFSIDE HEREBY ORDAINS AS FOLLOWS:

Section 1. Recitals Adopted. That each of the above stated recitals is hereby adopted and confirmed as being true, and the same are hereby made a specific part of the Ordinance.

Section 2. Temporary Moratorium Repealed. Ordinance 2011-1571 is hereby repealed and the temporary moratorium rescinded.

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

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

Section 5. Effective Date. This Ordinance shall be effective ten (10) days after adoption on second reading.

PASSED and ADOPTED on first reading this 14th day of June, 2011.

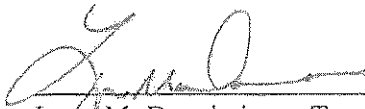
PASSED and ADOPTED on second reading this ____ day of _____, 2011.

Daniel Dietch, Mayor

Attest:

Debra E. Eastman, M.M.C., Town Clerk

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



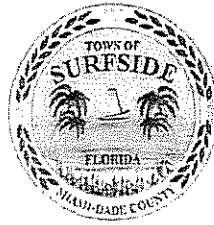
Lynn M. Dannheisser, Town Attorney

On First Reading Moved by: _____

On Second Reading Seconded by: _____

Vote:

Mayor Dietch	yes _____	no _____
Vice Mayor Graubart	yes _____	no _____
Commissioner Karukin	yes _____	no _____
Commissioner Kopelman	yes _____	no _____
Commissioner Olchyk	yes _____	no _____



Town of Surfside Commission Communication

Agenda Item # 9H

Agenda Date: January 17, 2012.

Subject: Downtown Vision Process Continuum.

Since its inception by Town Commission approval during the January 18, 2011 Commission Meeting, the Downtown Vision Advisory Committee (DVAC) has arguably proven to be one of our most effective advisory organizations, through a process that has included actionable items at every meeting, that Surfside has seen. The DVAC, originally consisting of sixteen stakeholders, includes representatives from each appropriate Town board and committee, a mixture of single family and condominium residents (including both full time and "snow bird" representation), Surfside business owners and operators, as well as representatives from such local organizations as the Surfside Civic Association and the Surfside Business Association. From the initial meeting on February 15, 2011 this committee has treated all that attend the monthly meetings as part of the committee; evaluating all contributions to the discussion items and initiatives. Feedback from many residents, board and committee members and downtown business operators and owners formed the consensus that there is a need to reinvigorate the Surfside business district after years of conversation and little tangible action.

With the Miami Dade County Property Appraiser preliminary tax roll for 2011 release on June 1, 2011, acknowledging the continued decrease in property values in Surfside, and the workshop on the Five Year Financial Plan that demonstrated the need to diversify the Town's source of property tax from the current 80/20 split (residential/commercial) to a more balanced distribution, the Town Commission saw the necessity for a proactive approach to diversifying Surfside's tax base. The comprehensive vision for downtown, developed in a broad based community stakeholders' process, was presented to the Town Commission on June 14, 2011 as a path to revitalize the downtown business district with the ultimate focus on supporting existing businesses, attracting new businesses and creating an environment that will support the diversification of the tax base.

As the need to strengthen Surfside's downtown as the social, cultural and economic center of the Town was established, the DVAC was directed to return to the Town Commission with a comprehensive vision for the district. A broad series of recommendations (the "vision") was presented to the Town Commission on June 14, 2011 in an effort to establish a path forward. The status of the elements of the vision are included in this update. There is clear consensus from this committee that these initiatives for downtown, taken as a package, would provide a beneficial blueprint for a revitalized downtown. While some of these have been achieved, or are being implemented on a continuous basis, all the initiatives are interconnected. Operating on the basis that a thriving downtown can enhance the quality of life for Surfside's residents and improve the visitor experience, the committee continually and passionately addresses many issues such as:

Downtown Code Enforcement: From the very first meeting the DVAC has exhibited a unanimous displeasure in the public and private maintenance of Surfside's downtown. Based on consensus from the committee the Town Code Enforcement identified all external code violations in the downtown business district. Courtesy notices were sent to all applicable business owners/property owners. The Town Manager has assured the committee that all violations would be addressed through the Code Enforcement process until full compliance is achieved. This means that penalties will soon be applied to non-responsive property owners and eventually the matter could go to Special Master. Violations that do not require permits such as clean windows, clean trash behind buildings, remove illegal signs and clean alleys behind stores were expeditiously completed. Violations that require permits such as painting the building, repairing windows and façades as well as exposed electrical wires (etc) required more time to complete. However, it is visually evident that this has been an overwhelming success as the downtown district has not looked better in many years. With the purchase of the Town Commission approved power washer, the gum has been removed by Public Works staff from the sidewalks in the downtown district and the overall appearance of the sidewalks has improved dramatically. All of the palm trees in the district have been pruned. These completed projects, are interconnected to the parking lot improvements, new landscaping contract, vacant window coverings, news rack and awnings ordinances (see below). This is a testament to the Town's response to the DVAC members concerns and to the overall continued commitment to enhancing the aesthetic of Surfside's downtown.

Parking Lot Improvement/Landscaping: The parking lot on 95th Street and Collins Avenue, including the extension lot, has been repaved, striped and landscaped. This project is on-going with recent re-landscaping of the 94th Street and Municipal Parking lots. The addition of central parking pay stations has forged the way for a more welcoming experience to visitors and residents' using the Town's parking facilities. The holiday season forbearance on citation writing was also successful.

Vacant Windows Ordinance: In order to address the aesthetic look of the ground floor vacant property windows downtown, Town Staff were requested to amend the Town's ordinance that addresses vacant windows. Approved by Town Commission on June 14, 2011, the Town now requires downtown property owners to pay for the Town installation of a Town issued external decorative window covering when their ground floor properties are vacant. Through the use of Surfside photos, many donated by resident photographers, this initiative has positively impacted the visual aesthetic of downtown creating an 'art in public places' experience. The next installment is set for 9569 Harding Avenue where the property owner contacted Staff to notify of a vacancy and request a covering.

News Racks Ordinance: This initiative also addresses the downtown, and overall Town, aesthetic by requiring news rack dispensers to adhere to a specific desired look. The ordinance, passed by Town Commission on July 12, 2011, requires Staff to work with a dozen publications identified as having a presence in the Town through their present use of news rack dispensers. A six dispenser news rack was ordered and delivered with placement set for Harding Avenue at 95th Street by end of January 2012. Staff will continue to assist all publications in effecting compliance of the new ordinance.

Awnings Ordinance: Part of the on-going effort to create a more aesthetically pleasing downtown environment, clearly defined guidelines for awnings will be coming before the Town Commission for final approval on the January 17, 2012 agenda.

The Moratorium Ordinance: The Town Commission adopted a Moratorium Ordinance on second reading at the April 12, 2011 Commission Meeting. The moratorium restricted the downtown property owners to only renting their ground floor spaces to retail and/or restaurant businesses for six months. The intent of the moratorium was to allow the DVAC enough time to discuss the issue of restricting service industries from the ground floors of downtown buildings and to return to the Town Commission with a recommendation. While the moratorium has been rescinded, Town Staff were instructed by the Town Commission to return with recommendations from the DVAC within three months.

As a direct result from the enacting of the moratorium, the Town Manager was contacted by concerned downtown property owners regarding the restrictions and a meeting was held with owners on April 26, 2011. Sixteen property owners, a number from the same family trust, representing approximately seventy percent of the buildings downtown were in attendance. During this meeting a series of conceptual initiatives were discussed and approved by consensus from the attendees in exchange for terminating the Moratorium Ordinance prior to its sunset date.

These initiatives were subsequently presented to the DVAC at the April 27, 2011 meeting and were approved in principle by consensus from those in attendance. Some members at that meeting still expressed their concern for giving up the restrictions on street level service businesses as they strongly felt that this was the only method to achieve the type of dynamic and vibrant downtown that all favor. The DVAC requested

Town Staff to return at the next meeting, held on May 12, 2011, with a more specific written statement, including timelines, for ratification by the members so that this vision could be presented to the Town Commission for review at the June 14, 2011 meeting.

At the DVAC meeting on May 12, 2011 a memorandum listing the rescinding of the moratorium with corresponding initiatives to be taken as a package was presented. Designated representatives of the property owners, accompanied by some of their service oriented tenants and concerned residents, came to the meeting as a reflection of their commitment to the vision. Upon discussion of the initiatives, since approved in principle by the DVAC and the property owners, it became apparent to Town Staff that the division between the various stakeholders was deeper than expected. The DVAC voted six to three to adopt the vision, with the rescinding of the moratorium, but to revisit a plan for restricting ground floor uses to retail and/or restaurants with a distancing/grandfathering provision. As this is a non-negotiable action for the property owners to support all the elements of the DVAC vision, the owners left the meeting quite distressed. Upon further reflection and heated discussion amongst the DVAC it was decided that a second vote should be conducted regarding the vision. This second vote resulted in a seven to two vote in favor of rescinding the moratorium as soon as possible and to approve all of the initiatives presented as a package. The DVAC directed the Town Staff to return at the May 25, 2011 meeting with a more definitive plan of action, including specific timelines and commitment requirements from the various stakeholders, for ratification before presenting to the Town Commission for review at the June 14, 2011 meeting. The consensus from the DVAC members was that the Town needed something to bind the property owners to all of the initiatives that they have presently committed to in good faith only.

The Planning & Zoning Board met on May 26, 2011 and thoroughly discussed rescinding the Moratorium Ordinance and for the grand vision to be presented to the Town Commission on June 14, 2011. Understanding that every item needs significant research and discussion and must be vetted through the various Town Departments, Boards, Committees and Town Commission, the Planning & Zoning Board unanimously approved the rescinding of the Moratorium Ordinance and the acceptance of the package of vision initiatives previously approved by the downtown property owners and DVAC that are presented in this memorandum. The Town Commission subsequently voted to rescind the moratorium and to accept the vision initiatives as on-going discussion and vetting initiatives.

Upgrading Alleys: A study of the Town's parking lots and alleys was awarded on June 14, 2011. This study included the viability of upgrading the alleys, both privately and publicly owned, on both sides of Harding Avenue. The plan also addresses the possibility of creating a breezeway from the east side of the Abbott Avenue parking lot through to the west side of Harding Avenue. Financing could be achieved by a joint venture with the property owners of the private alley and the utilization of parking funds. In effort to move forward, the Development Impact Committee secured a financial commitment from the Grand Beach Hotel Surfside developers to underground the

utilities in the alley west of their Collins Avenue West building and the CVS expansion also includes requirements to address the utilities on the building facing the Abbott parking lot. The Town Commission was presented with conceptual renderings of what the alleys could become. The next step would be the completion of an overall vision and strategic plan for the alleys.

Wayfarer Signage Program: As part of the parking lot/alley improvement study, a wayfarer program was identified. The Town Commission was presented with renderings of potential Town entrance signs, parking identifiers and beach informational signs. The approved consultant is formulating the required specifications for such signs so that the project can proceed to a competitive bidding process. The entire project will be brought back to Town Commission for approval.

Branding: Through multiple DVAC meetings and a workshop devoted to branding conducted with presentations from branding experts, DVAC has decided that this issue needs to be tackled by professionals that specialize in this arena. Staff will prepare an RFP and return to Town Commission for discussion and direction.

Business Improvement District: The Town Manager will continue to meet with the downtown property owners and tenants over the spring to develop a possible Business Improvement District (BID) for the Downtown District. The basic premise of a BID is that the Town agrees to continue to provide a basic level of service and that incremental services such as extra police protection for expanded special events, maintenance for specialty landscaping, downtown marketing programs, cleaning after special events, and the retention of consultants to secure tenants are funded with a self imposed charge on the owners which is generally passed on to the tenants. The use of these funds is governed by the board of the BID. The process for establishing the District and ensuring that funds are collected and property spent is governed by State law and an agreement with the Town Commission. This initiative will soon be detailed to the Town Commission before embarking on a competitive bid process to secure an experienced firm to assist with the BID process and implementation.

Facade Upgrading Program: The Town Manager will begin an effort to create a consortium of banks operating in the Downtown District to develop financing for a facade upgrading program for the district's property owners and businesses. Proceeds from the Parking Fund could be utilized to reduce the interest on loans granted for facade improvements. Miami-Dade's "Mom & Pop" grants, set to be rolled out on January 17, 2012 (see below) may be able to assist some of the downtown businesses with such facade adornment improvements as appropriate awnings and signage.

Abbott Avenue Parking Garage Feasibility Study: A feasibility study would address a garage project on the Abbott Avenue parking lot, an upgrade to the alley on the east side of the parking lot to facilitate a more pedestrian friendly environment and access to the Harding Avenue east side businesses, as well as the possibility of rezoning the west side of Abbott Avenue from 95th to 96th Streets to allow very limited commercial use and/or live/work use in the existing homes. An appropriate landscaping buffer on the

west side of the Abbott Avenue homes would also be addressed. A proposed RFP to retain a consultant to complete the parking structure study appears on the January 17, 2012 Town Commission Agenda.

The Current Forty Foot Height Allowance and Amalgamation of Properties: Presently the buildings in the Downtown District can be forty feet in height. In an effort to encourage property owners to voluntarily seek longer frontage national retail and restaurant tenants for their ground floor properties, buildings could be redeveloped to the maximum four stories presently allowed and would not include restriction regarding residential use. Property owners could voluntarily amalgamate buildings to achieve this initiative. This initiative has not begun and will be discussed with the Planning and Zoning Board before a recommendation for the Town Commission is formulated.

Development of an East West Corridor on 95th Street from Abbott Avenue to the Beach: The Development Impact Committee worked on the preliminary design theme for this project which was presented to the Town Commission. This initiative saw a significant contribution from the developers of Grand Beach Hotel Surfside and financial commitment from the developers of 9501 Collins Avenue. An improved linkage on 95th Street, and eventually 94th Street, to Harding Avenue will help ensure that this project becomes an asset to downtown and increase business development as well as augment visitor satisfaction and enhance the downtown experience for our residents. A workshop is planned in the near future to enhance understanding of the concept.

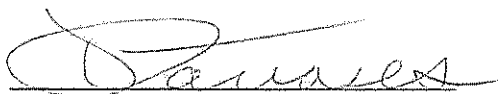
Rebuilding of Harding Avenue Sidewalks: If the Town Commission determines the need for a garage on the Abbott Avenue parking lot, and the project moves forward to completion, then the Town Administration will address expanding the sidewalks on Harding Avenue between 94th and 96th Streets in the Downtown District by removing some of the existing parking spaces. This would be feasible as adequate parking would now be available in the new Abbott Avenue garage. A small number of spaces on Harding Avenue would remain for bus lay-bys and a valet parking service. The wider sidewalks would provide more space for outside café seating and enhanced landscaping and streetscaping. A Sidewalk Café Ordinance would govern all aspects of café seating and street use (see below). The financing of this project is yet to be determined but could be achieved through a joint venture with the Town and an assessment on the downtown properties.

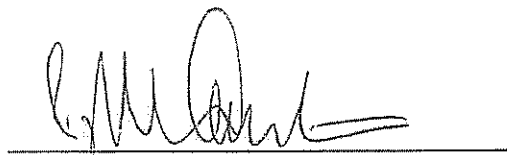
Sidewalk Café Ordinance and FDOT Agreement: The Town Commission will review an agreement with the Florida Department of Transportation (FDOT) governing the use of Harding Avenue business district sidewalks and café seating in the near future. FDOT requires these agreements with all jurisdictions that have café seating on FDOT sidewalks. This agreement, based on the one FDOT presently has with Miami Beach, will lay the foundation for an overall Sidewalk Café Ordinance; set for first reading at the February 14, 2012 Commission Meeting. This ordinance will define all aspects of café seating and umbrellas, including signage and menu posting, while maintaining ADA compliance.

Miami-Dade "Mom & Pop" Grants: These yearly grants, due for release on January 17, 2012 are distributed through Commissioner Heyman's office and are available to approved businesses in Surfside. They do not require matching funds and may be able to assist our downtown property owners and business operators on aesthetic improvements, marketing plans and securing inventory. Once Staff receives information on this year's grants, and subsequent requirements, outreach will be conducted to assist in securing as many of the grants as possible for Surfside's downtown.

Through the actions of the DVAC and the property owners, and with Town Commission support, Surfside's downtown is experiencing an increase in the upgrading and maintenance of the buildings and the public spaces within the district. Vacant properties are being leased and interest in the remaining vacancies is increasing. The Town will continue with Code Enforcement to ensure that this mission achieves its goal of positively impacting the aesthetic environment, safety and image of downtown Surfside. The Town will also continue its efforts to increase maintenance of the area such as the steam cleaning of sidewalks and to work with DVAC and other relevant boards and committees on additional short-term aesthetic upgrades. The FDOT repaving project will also add new crosswalks at all intersections and at the mid-block pedestrian lights.

The clear intent of the property owners, DVAC and Town Administration is that the initiatives and vision evolve in a very short time frame as directed by the Town Commission and with minimal cost for consultants. The initiatives and vision provide a path to sensitively bring our downtown to a more contemporary place without losing its hometown feeling. This is also a necessary element of the Town Commission's stated goal of creating property tax equity and fairness through expansion of commercial uses without deteriorating our quality of life. It is the unanimous recommendation of DVAC to continue with the path forward with these initiatives and others that may develop along the way. As so much has positively shaped the downtown through all of these efforts, now is not the time to become complacent. A renewed focus and commitment is required by DVAC, the Town Administration and Town Commission. DVAC has pledged to continue with the process as it is energized by the results and momentum. Staff is committed to reinvigorate the number of stakeholder members to ensure a robust and diverse group to take the vision to the next level for Commission review and endorsement.


TEDACS Director


Town Manager



**TOWN OF SURFSIDE
Office of the Town Attorney**

MUNICIPAL BUILDING
9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154-3009

Lynn M. Dannheisser
Town Attorney

Telephone: 305 993-1065

MEMORANDUM

TO: Roger Carlton, Town Manager
Duncan Tavares, TEDACS Director

FROM: Lynn M. Dannheisser, Town Attorney
Sarah Johnston, Esq.

DATE: June 25, 2012

SUBJECT: Business Improvement District Process

CREATION OF A BUSINESS IMPROVEMENT DISTRICT (BID)

1. *Local planning ordinance*—Town passes ordinance authorizing the creation of a BID.
2. *Enacting Ordinance*—Town then declares a need for a BID and creates a district with an enacting ordinance setting forth:
 - Conditions creation of the BID on referendum approval
 - Authorizes the BID to levy ad valorem tax (up to 2 mills annually)
 - Authorizes the use of special assessments to support planning and implementation of the BID (subject to Fla. Stat. §163.514)
 - Specifies boundaries, size, and name of the district
 - Authorizes the district to receive a planning grant
 - Provides for the appointment of a 3-member board of directors for the BID
 - May authorize the BID to exercise eminent domain
 - May limit the uses of the BID powers granted in Fla. Stat. §163.514
 - Must notify Dept. of Legal Affairs and Dept. of Economic Opportunity of establishment within 30 days.

- May authorize BID to develop and implement community policing (in consultation with local law enforcement).
3. *Special Assessment Resolution*-A resolution declaring the intent to assess a special assessment shall be passed and shall include:
 - an assessment plot showing the area to be assessed, plans/specifications, and an estimate of the cost of proposed improvements, details of the proposed programs, services, and projects, and a cost estimate (as part of a Business Plan and Budget) shall be available for inspection
 - a preliminary assessment roll shall be on file for inspections
 4. *A referendum shall be held within 120 days after:*
 - the Town enacts an ordinance declaring a need for the BID and creating the district OR
 - a petition with 40% of electors of the proposed BID or 20% of the property owners of the proposed BID calling for a referendum to determine whether the BID shall be created.
 5. *Compilation of the affected registered voters*-The referendum to implement a BID requires that within 45 days of enacting the ordinance (creating the BID) or presentation of a petition (requesting a referendum) the Town Clerk/Supervisor of Elections shall compile a list of the registered voters in the proposed BID.
 6. *Notification of affected registered voters*-Within 45 days of creation of the registered voter list the Town Clerk/Supervisor of Elections shall notify each person on the list of the date of the upcoming election, the taxing authority, and method for voting (other items to be included in the notice are detailed in Fla. Stat. §163.511) Any person who should but does not appear on the list compiled by the Town Clerk may register to vote. The registration list shall remain open for 75 days after enactment of the ordinance creating the district.
 7. *Ballot is mailed*-Within 15 days after closing the registration list the Town Clerk/Supervisor of Elections shall send a ballot to each voter on the registration list. The ballot language and method for filling out is detailed in Fla. Stat. §163.511.
 8. *Appointment of the BOD*-Within 30 days of the approval of the creation of the BID the Town Commission shall, by a majority, appoint the three directors for staggered 3-year terms. Fla. Stat. §163.511 sets forth the make-up, initial terms, and organization of the board.
 9. *Time limitation*-The BIDS are limited to a 10-years of operation, continuation beyond that time-frame is subject to referendum approval.

10. *Special Assessment Public Hearing*-Subsequent to a referendum authorizing creation of a BID and after completion of a preliminary assessment roll the Town shall by resolution fix a time and place at which the owners of the property to be assessed can be heard.

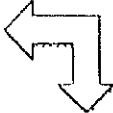
- the date, time, and place of a duly noticed Public Hearing to be held by the Town Commission following approval of a majority of the affected property owners

Business Improvement District Creation Process

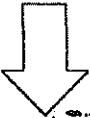
Ordinance authorizing creation of a BID is passed.
Attachment "A"



Ordinance declaring need for a BID and creating the district is passed.



A resolution declaring the intent to assess special assessment is passed.



A resolution fixing the time and place at which the affected property owners shall be heard regarding the special assessment is passed.

A Referendum shall be held within 120 days.

- Within 45 days of enacting ordinance a list of registered voters shall be compiled.
- Within 45 days of creation of the list of registered voters each person shall be notified of upcoming election.
- The registration list shall remain open for 75 days after the enactment ordinance.
- The ballot for the referendum shall be sent within 15 days after closing the registration list.



Within 30 days of the approval of the creation of the BID, the Town Commission shall appoint 3 directors.

Naples authorizing creation

Attachment "A"

Agenda Item 20
Meeting of 1/14/09

ORDINANCE 09-12332

AN ORDINANCE AUTHORIZING THE CREATION OF SPECIAL NEIGHBORHOOD IMPROVEMENT DISTRICTS OR BUSINESS NEIGHBORHOOD IMPROVEMENT DISTRICTS BY THE ENACTMENT OF A SEPARATE ORDINANCE FOR EACH DISTRICT; PROVIDING ALTERNATE METHODS OF CREATING AND EMPOWERING SUCH DISTRICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section 2(b), Florida Constitution and Chapters 165 and 166, Florida Statutes; Chapters 170 and 197, Florida Statutes; and Chapter 163, Florida Statutes; the City Council has all powers of local self-government to perform municipal functions and to render municipal services in a manner not inconsistent with law and such powers may be exercised in accordance with the Naples City Charter by the enactment of City ordinances; and

WHEREAS, Section 163.511 Florida Statutes specifically authorizes the creation of special neighborhood improvement districts after a local planning ordinance has been adopted;

WHEREAS, Chapter 170 of the Florida Statutes provides that a municipality may levy and collect special assessments against property benefited for the purpose of stabilizing and improving retail business districts through promotion, management, marketing, and other similar services in such districts of the municipality;

WHEREAS The City of Naples Planning Advisory Board reviewed the provisions of this ordinance, conducted a public hearing, and recommended approval of this ordinance authorizing the creation of special neighborhood improvement districts or business neighborhood improvement districts by the enactment of separate ordinances on November 12, 2008.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NAPLES, FLORIDA:

Section 1. The City Council hereby declares the need for a special neighborhood or retail business improvement district, and authorizes the creation of such districts by separate ordinance for each district, which ordinance:

- a. Conditions the implementation of the ordinance on the approval of a referendum as provided in Section 163.511(2) Florida Statutes.
- b. Authorizes the special neighborhood improvement district to levy an ad valorem tax on real and personal property of up to 2 mills annually.
- c. Authorizes the use of special assessments to support planning and implementation of district improvements pursuant to the provisions of Section 163.514(16) Florida Statutes including community policing innovations.
- d. Specifies the boundaries, size, and name of the

- district.
- e. Authorizes the district to receive a planning grant.
 - f. Provides the appointment of a 3-member board of directors for the district.
 - g. Authorizes a special neighborhood improvement district to exercise the power of eminent domain pursuant to Chapters 73 and 74, Florida Statutes. Any property identified for eminent domain by the district shall be subject to the approval of City Council before eminent domain procedures are exercised.
 - h. May prohibit the use of any district power authorized by Section 163.514 Florida Statutes.
 - i. Requires the district to notify the Department of Legal Affairs and the Department of Community Affairs, in writing, of its establishment within 30 days thereof pursuant to Section 163.5055 Florida Statutes.
 - j. May authorize a special neighborhood improvement district to develop and implement community policing innovations in consultation with the City of Naples Police and Fire Services Department.

Section 2. A referendum to implement a special neighborhood or business neighborhood improvement district as provided in Section 1. shall be held within 20 days after the occurrence of one of the following:

- a. The City Council, by the enactment of a separate ordinance, declares that there is a need for a special neighborhood or business neighborhood improvement district to function within a proposed area; or
- b. A petition containing the signatures of 40% of the electors of a proposed special neighborhood improvement district area or 20% of the property owners of a proposed special business neighborhood improvement district area is presented to City Council. The petition shall define the proposed area and shall state that it is for the purpose of calling a referendum to determine whether a special neighborhood or business neighborhood improvement district should be created in such proposed area.

Section 3. A referendum to implement a special neighborhood or business neighborhood improvement district as provided in Section 1. shall be in accordance with Section 163.511 Florida Statutes.

Section 4. Alternatively, the Council may implement the purposes of this ordinance by adoption of one or more ordinances establishing one or more of such districts and taxing or specially assessing those to be benefited in the district; in any manner Council deems necessary and advisable under the City's Home Rule powers under Article VIII, Section 2(b) of the Florida Constitution or Chapters 165 and 166, Florida Statutes; under authority of Chapters 170 and 197 of the Florida Statutes, or under any other applicable provision general law; or under the Naples City Charter and any applicable ordinance adopted to the Charter. Prior to imposition

of any ad valorem tax for a district, a referendum shall be held in accordance with the provisions of the Florida Constitution and general law.

Section 5. This ordinance shall take effect immediately upon adoption at second reading.

APPROVED AT FIRST READING THIS 17TH DAY OF DECEMBER, 2008.

PASSED AND ADOPTED AT SECOND READING AND PUBLIC HEARING IN OPEN AND REGULAR SESSION OF THE CITY COUNCIL OF THE CITY OF NAPLES, FLORIDA THIS 14TH DAY OF JANUARY, 2009.

Bill Barnett, Mayor

Attest:

Approved as to form and legality:

Tara A. Norman, City Clerk

Robert D. Pritt, City Attorney

M:\REF\COUNCIL\ORD\2009\09-12332

Date filed with City Clerk: _____

BUSINESS IMPROVEMENT DISTRICT ORGANIZATION PLAN



RMA

REDEVELOPMENT
MANAGEMENT
ASSOCIATES

Submitted by:

Redevelopment Management Associates, LLC

3019 E. Atlantic Blvd. Suite B
Pompano Beach, Florida 33062

954.695.0754 (o)

Contact: Christopher J. Brown

Chris@rma.us.com

Prepared for:

Town of Surfside, Florida

9293 Harding Avenue

Surfside, FL 33154

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iii. LETTER OF TRANSMITTAL

November 28, 2012

Town of Surfside, Florida
9293 Harding Avenue
Surfside, FL 33154



Redevelopment Management Associates, LLC (RMA) is pleased to transmit a proposed Scope of Work to provide Business Improvement District (BID) consultant services to the Town of Surfside to build consensus amongst property owners, create a district plan and prepare key players for the establishment of the BID:

- Draft a Business Improvement District Plan. This will be an organizational plan identifying next steps for the new BID.
- Build ownership and consensus amongst commercial property owners regarding improvements, programs, services, and management of the BID.
- Establish, in cooperation with the Surfside Downtown Vision Advisory Committee, the geographical boundaries of the BID. Property ownership information will be analyzed.
- Establish, in cooperation with DVAC, a proposed budget and determine the formula for property assessments.
- Present the district plan in public meetings.
- Prepare the property owners and the merchants for the formal establishment of the BID pursuant to Florida Law.

In May 2012, Redevelopment Management Associates (RMA) completed work with the Winter Park, Florida Community Redevelopment Agency (CRA) and the Park Avenue Area Task Force to create a plan for organizing a Business Improvement District (BID) for Downtown Winter Park. In 2010, RMA completed a similar project to create an organizational plan for a BID for Downtown property owners in the City of Naples, Florida.

The Project Manager for the Surfside BID consultation will be Terrell N. Fritz. Mr. Fritz served as District Manager for three years for the BID on Washington Avenue • South Beach in Miami Beach. His responsibilities included overall direction of district improvement efforts. BID projects included daily sweeping, graffiti removal, landscaping and pressure washing of sidewalks, scheduling 28 off-duty police shifts/week, and working with the City of Miami Beach to create and implement clean and safe streets, economic development, parking and historic preservation initiatives. Mr. Fritz coordinated property owner voting procedures for the BID - elections were held annually. The organization's annual budget was \$930,000, assessed by linear foot.

In 1999, Mr. Fritz served as Interim Director for Downtown Gables, the Coral Gables BID, including developing a plan for implementing the BID'S Strategic Plan and managing a transition in staffing and nomination/election of a new Board of Directors. The project included one-on-one discussions with community stakeholders, facilitation of Board Meetings, Board and committee orientation in consensus building, recommendations for organization and Board "Buildout", assistance in planning for effective volunteerism and organization management. Mr. Fritz facilitated the election of the new Board of Directors and coordinated the Annual Meeting. Upon project completion in 2000, Mr. Fritz continued to work with Downtown Gables to facilitate the hiring of a new Executive Director and to provide support for the new Board, Executive Committee and staff.

Using the nationally acclaimed Main Street Approach, Mr. Fritz has worked as staff and/or consultant for more than 40 organizations throughout Florida to facilitate BID-like community participation in the direction and management of downtown or neighborhood revitalization efforts.

Principals and Project Manager/Staff resumes are attached. The contact person for this proposal is Christopher Brown at:

Redevelopment Management Associates (RMA)
3109 E. Atlantic Blvd., Suite B
Pompano Beach, FL 33062
chris@rma.us.com P: 561.706.5545

We are excited by the prospect of providing support for the BID initiative in Surfside and sincerely believe we can ensure the success of your effort to organize property owners to market and improve the Downtown Surfside area.

Please contact us if we can provide further information.

Sincerely,

Christopher J. Brown
Principal Member
chris@rma.us.com
P: 561.706.5545

Kim J. Briesemeister
Principal Member
kim@rma.us.com
P: 954.829.3508

iv. DETAILS

a. Company Background

Redevelopment Management Associates (RMA) is a company owned by its principal members, Kim J. Briesemeister and Christopher J. Brown, each of whom have been engaged in redevelopment and consulting under their own banners – for nearly 50 years combined. The RMA firm was formed in order to combine the talents of its members to provide consulting and management services to government in the field of urban redevelopment.

Working together as RMA, Ms. Briesemeister and Mr. Brown serve as Co-Executive Directors for the City of Pompano Beach, FL Community Redevelopment Agency (CRA). In May 2012, RMA finalized a Business Improvement District (BID) Plan for implementation of branding and marketing strategies for the City of Winter Park, FL. In 2009, RMA worked with property owners in Naples, FL, to create a Business Improvement District (BID). Other current/recent clients in Florida include: City of Oakland Park CRA; City of Dania Beach CRA; and the City of Homestead CRA.

Ms. Briesemeister's areas of expertise for the past twenty-three years have been community redevelopment agency management, including the Hollywood CRA, Fort Lauderdale CRA, West Palm Beach CRA, and most recently the Pompano Beach CRA. Based on her CRA initiatives, Ms. Briesemeister has generated more than \$750 million of redevelopment activities.

Briesemeister also has more than 10 years of international redevelopment experience, including the Downtown Management Organization and redevelopment of the historic downtown district of Willemstad, Curacao in the Netherland Antilles. Her work in Aruba, as Vice President of Marketing for Meta Corporation, included repositioning a downtown complex and branding the development for the expansion of a hotel and retail complex.

Ms. Briesemeister served as President of the Florida Redevelopment Association 2006-2007.

Her other specific areas of expertise include tax increment financing and development district financing structures, downtown marketing, urban housing (both workforce and market-rate), community neighborhood organization, redevelopment strategies, and public improvements through street beautification and open space. Her success is unmatched in the industry, as witnessed by the success of the Hollywood, Fort Lauderdale, and West Palm Beach redevelopment areas. Ms. Briesemeister resides in Pompano Beach, Florida.

Mr. Brown's area of expertise over the past twenty years has been community redevelopment, CRA management, urban planning, and real estate development. Mr. Brown managed the highly successful Delray Beach CRA for nine years (1991-2000) and

set the basis for an enormously successful city now known for both its downtown retail development and urban housing.

"The RMA Principals have extensive knowledge of Florida State Statute Chapters on redevelopment!"

Prior to and subsequent to the Delray Beach CRA, Brown spent twenty years as a real estate developer and worked for two public companies, Mitchell Energy and Development (Houston) and Campeau Corporation (Toronto). Since leaving the Delray Beach CRA in 2000, Mr. Brown has consulted for a number of CRA's throughout Florida, and has been a partner in several real estate development projects in downtowns.

Mr. Brown served as President of the Florida Redevelopment Association 2001-2003.

His other specialized areas of expertise include retail development, workforce and market-rate housing, construction, urban planning, zoning, downtown parking, street beautification, business development, and financial feasibility analysis. Mr. Brown has participated in many public/private partnerships both in the public and in the private sectors. He currently resides in Delray Beach, Florida.

RMA has a staff to accommodate the key business areas of focus as well as additional consultants to call upon when specific project needs are requested. The workload of each employee and contractor is measured bi-weekly to weekly with staff meetings. Additional assistance is recruited as required by a project, which is the reason RMA retains several contracted employees to assist on an as-needed basis.

RMA employee's areas of expertise include, but are not limited to:

- CRA Management
- Project Management
- Marketing, Branding, Events
- Urban Planning
- Real Estate and Housing
- Engineering
- Finance

RMA has top notch, creative, experienced employees who focus on redevelopment as it relates to supporting businesses and have a great deal of experience working with property owners. Our approach is both design oriented (particularly focusing on pedestrian traffic) and very implementable.

We plan the work, then work the plan.

b. Detailed Project Listing

CITY OF WINTER PARK, CRA

Agency: City of Winter Park, CRA
Location: Winter Park, Florida
Client Info: Dori DeBord, CRA Director
401 Park Avenue South
Winter Park, Florida 32789
P: 407-599-3567

Performance
Period: 2010-2011

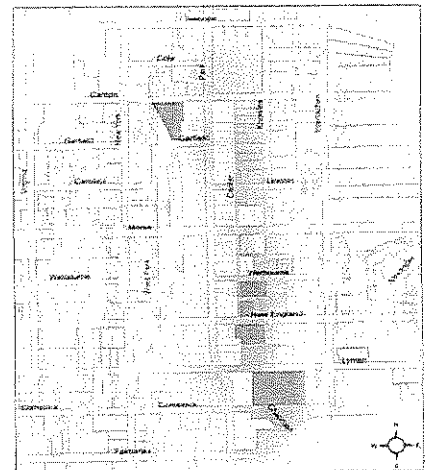
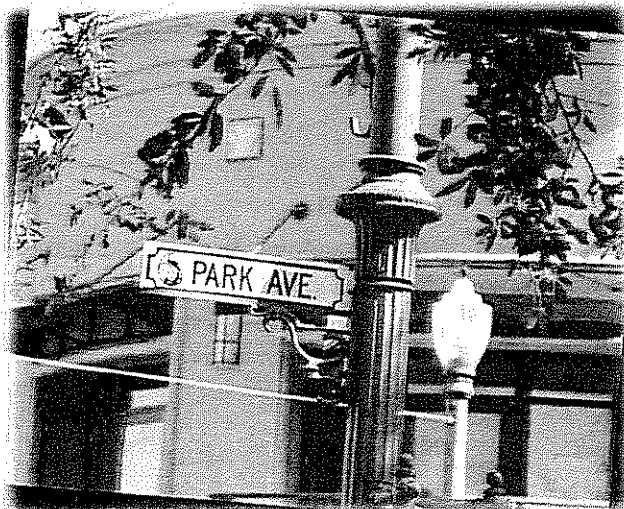
Team Members
Involved: Neil Fritz

Detailed Description
Of Project: RMA was hired to provide consulting and advisory services to the CRA and in particular, downtown Park Avenue in Winter Park.

The scope of the project included:

- Building ownership and consensus amongst commercial property owners regarding improvements, programs, services, and management of the BID.
- Establishing, in cooperation with the Task Force, the geographical boundaries of the BID.
- Establishing, in cooperation with the Task Force, a proposed budget and determine the formula for property assessments.
- Presenting the district plan in public meetings.
- Preparing the property owners and the merchants for formal establishment of the BID pursuant to Florida law.

The tasks were completed in May 2012.



CITY OF NAPLES, FL

Agency: 5th Avenue Business Owners
Location: Naples, Florida
Client Info: Jim Smith
649 Fifth Avenue South
Naples, FL 34102
P: 239-290-9230

Performance
Period: 2010

Team Members
Involved: Sharon McCormick
Chris Brown

Detailed Description

Of Project: *RMA assisted approximately 100 property owners in downtown Naples with creating a Business Improvement District (BID) or (assessment district). Meetings took place with the property owners and a report was created to address issues and recommendations on the BID. A downtown marketing plan was also developed alongside these services. Once the BID was created, RMA advertised, interviewed and hired the manager for the Business Improvement District.*



CITY OF POMPANO BEACH, CRA

Agency: City of Pompano Beach Community
Redevelopment Agency
Location: Pompano Beach, Florida
Client Info: Dennis Beach, City Manager
100 West Atlantic Blvd., 4th Floor
Pompano Beach, FL 33060
954-786-4601

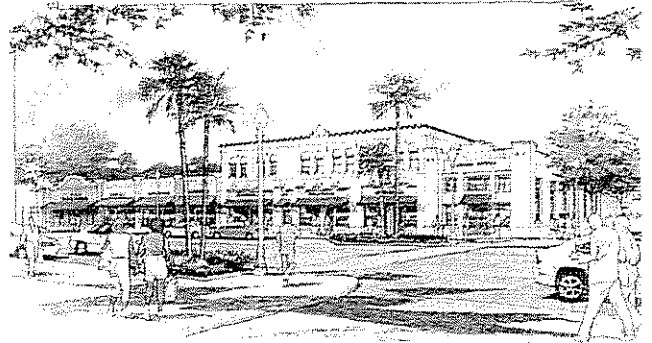
Performance
Period: 2009-Present

Team Members

Involved: Sharon McCormick
Terrell N. Fritz
Allison Justice

Detailed Description

Of Project: RMA was contracted with the City of Pompano Beach in 2009 to manage two CRA districts. Kim Briesemeister and Chris Brown became co-executive directors and staffed the CRA with RMA employees. Since 2009, there has been a host of redevelopment through the CRA along with infrastructure improvements. Projects include the beach, Atlantic Boulevard, Downtown Pompano, and Harbor Village. Staff ranges from marketing and events personnel to engineers, planners and incentive managers. In 2012, the RMA Planner, Natasha Alfonso, received the FRA's Roy F. Kenzie award for planning and design for the Transit Oriented Corridor she helped develop and rezone. Team member Sharon McCormick oversees the marketing and events department and spearheaded the branding efforts for the City of Pompano Beach.



Old Pompano Commercial District Redevelopment

The Old Pompano historic commercial district lies east of the FEC Railway and Dixie Highway. New zoning was recently implemented in the District, encouraging owners of historic properties to make improvements in accordance with the original character of the building. The CRA is working with Old Pompano property owners through its Façade Improvement Program.



Harbor Village

This project includes the redesign of the existing public parking facilities within this commercial subdivision located on Atlantic Boulevard. The main goal of this project is to revitalize the area with pedestrian friendly features and create a pleasant ambience. Some of the proposed enhancements include widening the existing sidewalk in front of the stores, add an attractive landscaping pattern with palms and lush groundcovers, and creating an inviting traffic circulation plan with a finely decorated roundabout at one of the points of access to the site.

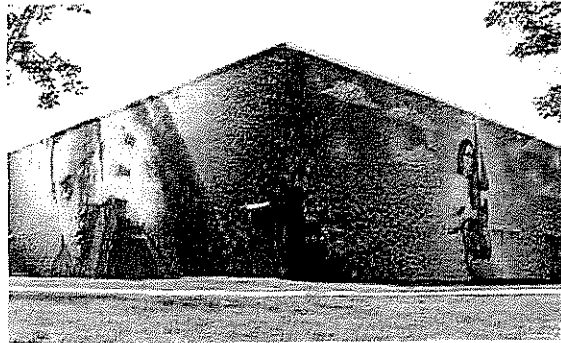
CITY OF OAKLAND PARK, CRA

Agency: City of Oakland Park Community Redevelopment Agency
Location: Oakland Park, Florida
Client Info: Ray Lubomski
5399 North Dixie Hwy., Suite 3
Oakland Park, FL 33334
954-630-4344

Performance
Period: 2010-Present

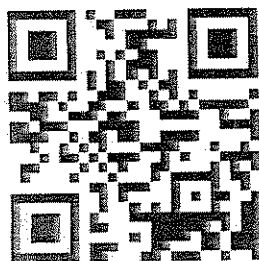
Team Members

Involved: Allison Justice
Terrell N. Fritz
Sharon McCormick



Detailed Description

Of Project: RMA initially consulted in the City of Oakland Park by creating a five-year strategic plan for the City. Twelve locations throughout the City were identified for focus and redevelopment and it was suggested by RMA that the City focus on the Downtown area first. Since the decision was made to redevelop Downtown, RMA was again hired to assist the City in acquiring funds through the RCP process in Broward County and assist in the redevelopment. A marketing contract was also obtained to create a Marketing Plan and business Incentive packages along with coordinating marketing efforts with Main Street. As of October 1, 2012, the budget was approved for marketing and incentive funding and a new contract was signed to retain RMA for the 2012-2013 fiscal year. In less than one year, and with no marketing funds, RMA was able to secure a Craft Brewery and is nearing a deal with a Culinary Arts School to locate within the Culinary Arts District.



CITY OF DANIA BEACH, CRA

Agency: City of Dania Beach, CRA
Location: Dania Beach, Florida
Client Info: Jeremy Earle, CRA Director
100 West Beach Boulevard
Dania Beach, Florida 33004
P: 954-924-3600

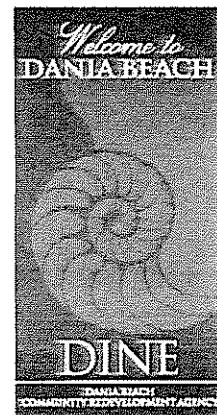
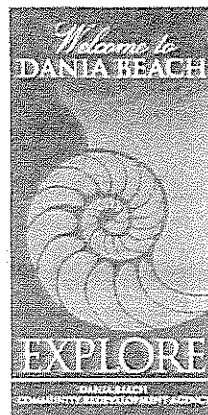
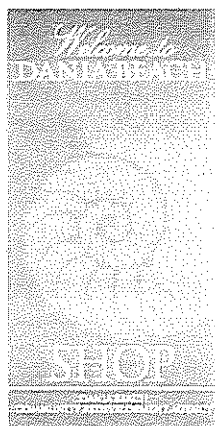
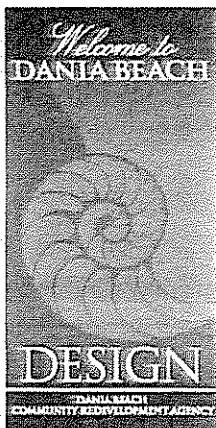
Performance
Period: 2009-Present

Team Members

Involved: Sharon McCormick
Shawn Mitchell
Kim Briesemeister (Contract with MetroStrategies, Inc.)

Detailed Description

Of Project: MetroStrategies, Inc. is a company formed by RMA Principal Kim Briesemeister. MetroStrategies, Inc. was contracted in 2009, before the formation of RMA to create and implement marketing and strategic finance plans. RMA associates Sharon McCormick and Shawn Mitchell have been involved from the beginning of the project. In 2011, Sharon McCormick was presented the Roy F. Kenzie award for the Marketing Materials, Website, and PR. Samples of work completed are located as images on this page.



FLORIDA REDEVELOPMENT ASSOCIATION

Agency: Florida Redevelopment Association (FRA)
Location: Tallahassee, Florida
Client Info: Carol Westmoreland, Executive Director
P.O. Box 1757
Tallahassee, FL 32302-1757
P: 850-701-3608

Performance
Period: 2012

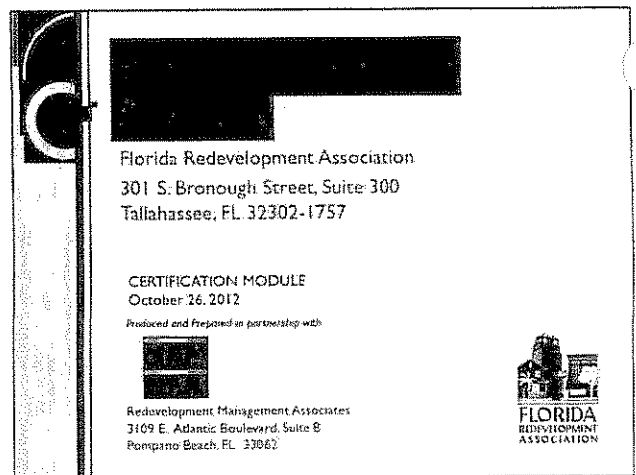
Team Members
Involved: Terrell N. Fritz

Detailed Description

Of Project: In March 2012, Redevelopment Management Associates (RMA) began work with the Florida Redevelopment Association (FRA) to create and teach a training module for FRA's Redevelopment Academy professional certification.

Development of the "Budgeting, Finance, and Reporting" module included the following scope:

- Develop an understanding of the scope and scale of the training material required by the FRA.
- Work with the FRA Certification Committee to develop the module.
- Develop the training module for a one-day, 5- to 6-hour presentation in classroom format. This includes production of a PowerPoint presentation, a Study Guide to be provided on CD and, an instructor's teaching guide, and 100 test questions, of which 50 are to be administered at the end of the training.
- The training module will be developed in logical segments so that it could be broken down into "mini-teachings" that could be presented through webinars or other such teaching venues.
- Teach the module to a "test" group upon completion and make adjustments as necessary based on the results of that "test" teaching prior to the formal training session above.
- Be available periodically to teach the module.



The module was conducted during the upcoming FRA Annual Conference in Daytona Beach in October 2012.

c. Resumes

Christopher J. Brown, Managing Member

Specialized Skills

CRA management, economic development, workforce housing, community planning and real estate development

Mr. Brown specializes in urban planning, economic development, and real estate consulting and development for both private and public entities. He served as the Executive Director of the Delray Beach, Florida, Community Redevelopment Agency (CRA), a tax increment-financing district for nine years. Under his direction, the CRA generated over \$50 million renovated and revitalized projects in Delray Beach. As CRA Director, he implemented a workforce housing program, established a micro-loan program for small-businesses, developed and managed downtown parking lots, completed extensive street beautification, attracted many urban housing projects, promoted residential neighborhood revitalization, created a Saturday morning Green Market, and co-ventured a million-dollar-a-year, successful downtown marketing program. The CRA is known for its land assemblage capabilities in which developers purchase assembled property from the agency for redevelopment purposes and known for its aggressive business recruitment program. The Agency also received over \$3 million in grants for redevelopment over Mr. Brown's nine-year tenure. Prior to and subsequent to the CRA, Mr. Brown spent twenty years as a real estate developer and worked for two public companies, Mitchell Energy and Development (Houston) and Campeau Corporation (Toronto). Since leaving the Delray Beach CRA in 2000, Mr. Brown has consulted for a number of CRA's throughout Florida, and has been a partner in several real estate development projects in inner-city infill downtowns. He is currently the co-Executive Director of the Pompano Beach CRA with Ms. Briesemeister. Mr. Brown served as president of the Florida Redevelopment Association from 2001-2003.

Education and Certification

Licensed Real Estate Broker, State of Florida

Licensed General Contractor, State of Florida

Bachelor of Arts, Yale University

Masters of City and Regional Planning, Masters with Architecture, University of Pennsylvania

Affiliations

Congress of New Urbanism, Member

The Urban Land Institute, Member

The International Council of Shopping Centers, Member

Florida Redevelopment Association - Board of Directors, 1996-2004 and President, 2001-2003

Business Loan Fund of the Palm Beaches, Inc., Board of Directors

Palm Beach Photographic Center, Board of Directors

Teaching Experience

Adjunct Professor, Department of Architecture, Rice University, 1977-83

Adjunct Professor, University of Houston Bates College of Law, 1977-83



Recent Projects

37 unit, downtown mixed-use building, Gainesville, Florida

141 unit, downtown mixed-use building, Sarasota, Florida

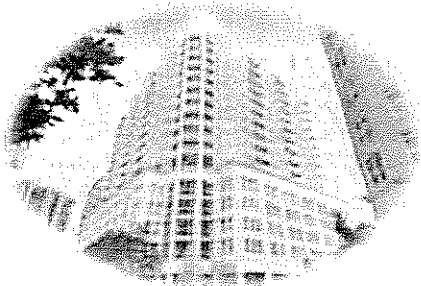
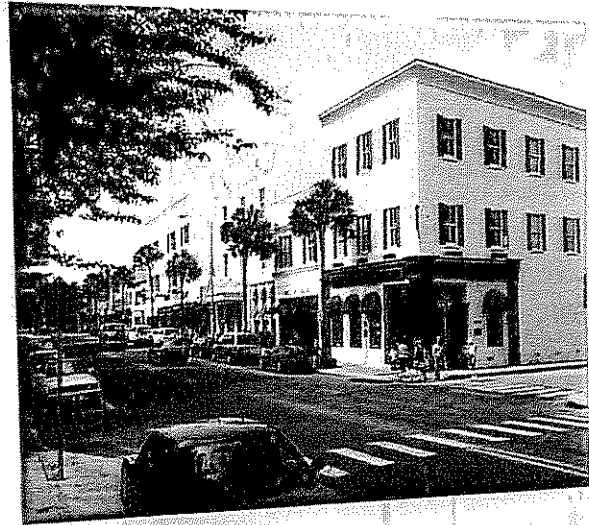
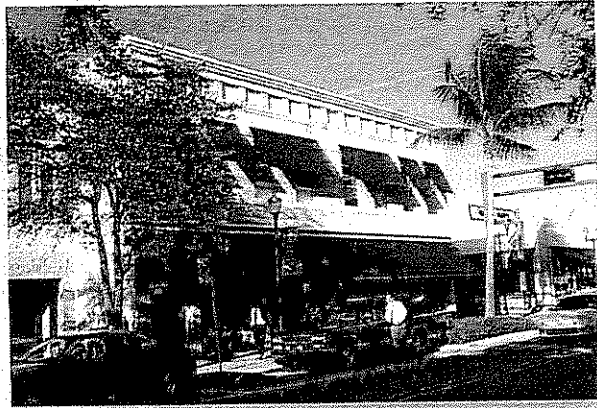
14 unit, downtown mixed-use building, Jacksonville, Florida

Community Redevelopment Plan, City of Fort Pierce, Florida

Economic Development Consulting, Town of Lake Park, Florida

Real Estate Lease Negotiations, Bahia Mar Marina, City of Fort Lauderdale, Florida

South Andrews Avenue Commercial Redevelopment Plan and Overlay District, City of Fort Lauderdale, Florida



Kim J. Briesemeister, Managing Member

Specialized Skills

Redevelopment Agency Management, public/private partnership, financing redevelopment initiatives, vision and strategic planning

As a Managing Member of Redevelopment Management Associates (RMA), Kim Briesemeister serves as one of two Co-Executive Directors for the Pompano Beach, FL Community Redevelopment Agency (CRA), a tax-increment-financing district.

Ms. Briesemeister has more than 24 years of national and international experience in the redevelopment field. Briesemeister was responsible for preparing an aggressive \$200 million five-year Strategic Finance Plan and redevelopment program for the City of West Palm Beach, Florida CRA. The redevelopment plan included a thorough analysis of the existing conditions in the urban core and identified specific targeted redevelopment strategies to guide the redevelopment of the district, including a financing plan to fund the redevelopment efforts of business attraction and retention, residential and commercial development, business retention, hotel development, a transit-oriented development and neighborhood revitalization.

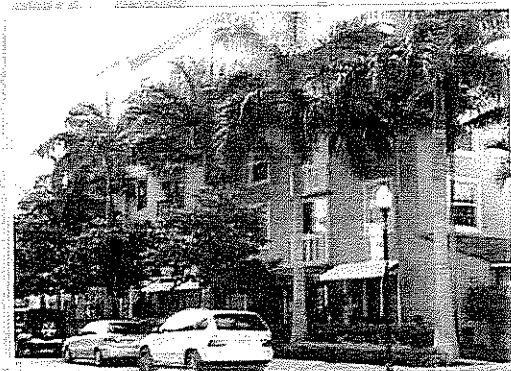
Ms. Briesemeister previously served as the CRA Director for the Cities of Fort Lauderdale and Hollywood. Both districts experienced explosive growth based on the redevelopment programs she created, attracting more than \$750 million in private sector investment. Projects ranged from single-family and multi-family housing developments, to large-scale multi-million dollar mixed-use projects. Many projects required complex deal structures to provide infrastructure, parking or other capital-intensive uses as well as public and private sector commitments.

Education and Certification

Associates in Specialized Business Marketing I & II,
John T. Riordan School of Professional Development
International Economic Development Council

Affiliations

Florida Redevelopment Association, Past President
Urban Land Institute (ULI), Member
The International Council of Shopping Centers, (ICSC), Florida Alliance, Past Co-Chair
International Economic Development Council (IEDC), Member
International Downtown Association (IDA), Member

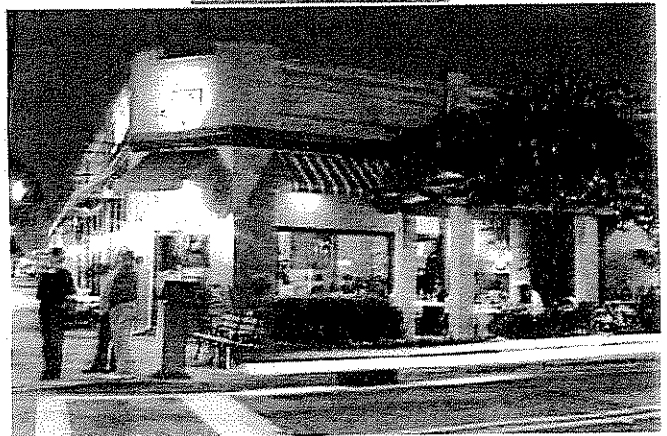


Awards and Honors

- 1989 International Council of Shopping Centers (ICSC) Merit Award
- 1997 Florida Redevelopment Association (FRA) Roy Kenzie Award; Downtown Hollywood Marketing Program
- 2000 FRA Roy Kenzie Award; Five-year Finance Plan; City of Fort Lauderdale CRA
- 2001 FRA; Roy Kenzie Award; Best New Project; Avenue Lofts; Fort Lauderdale CRA
- 2006 Florida League of Cities; City Innovation Showcase
- 2007 ICSC Maxi Award; Branding & Marketing Northwood Village; West Palm Beach
- 2009 FRA; Roy F. Kenzie Award; Cultural Enhancement; Art & Wine Promenade, West Palm Beach, FL
- 2011 FRA; Roy F. Kenzie Award; Marketing



Façade - Before



Façade - After

Terrell N. Fritz, Senior Associate – Project Manager

Specialized Skills

Project direction and management; downtown redevelopment; Business Improvement District (BID); historic preservation; urban design; economic development; strategic planning and marketing

Mr. Fritz is a redevelopment practitioner with more than 20 years of experience in the field. Under the direction of RMA, Fritz currently serves as Downtown Special Projects Manager for the Pompano Beach Community Redevelopment Agency (CRA), a tax-increment-financing district and recently completed a Business Improvement District Plan for implementation of branding and marketing strategies for the City of Winter Park. He has developed and conducted training for the Florida Main Street program, and is currently developing a certification training module for the Florida Redevelopment Association (FRA).

Fritz has worked as staff and/or consultant for more than 35 organizations throughout Florida to facilitate community participation in the direction and management of downtown or neighborhood revitalization efforts, and served as Executive Director of the Downtown Hollywood Community Redevelopment Agency, overseeing a \$7 million annual budget and negotiating public/private sector development agreements.

Mr. Fritz served as Executive Director for the Downtown Miami Main Street Program; Interim Director for Downtown Gables, the Coral Gables, Florida BID; and as District Manager for the Washington Avenue — South Beach BID providing 'clean and safe' services and coordinating district marketing efforts for one of the most active 'entertainment' streets in America.

In addition to extensive experience in redevelopment throughout the state of Florida, Fritz was a Senior Project Manager for Crosby Associates International (CAI) in Winter Park, Florida and in Singapore. Applying the expertise gained from five years in quality management with CAI, Fritz develops strategies for sound management, continuous improvement, open participation and consensus building.

Mr. Fritz has been a guest speaker at numerous industry forums including the International Council of Shopping Centers, Florida Redevelopment Association, Urban Land Institute, and the International Downtown Association.

Education and Certification

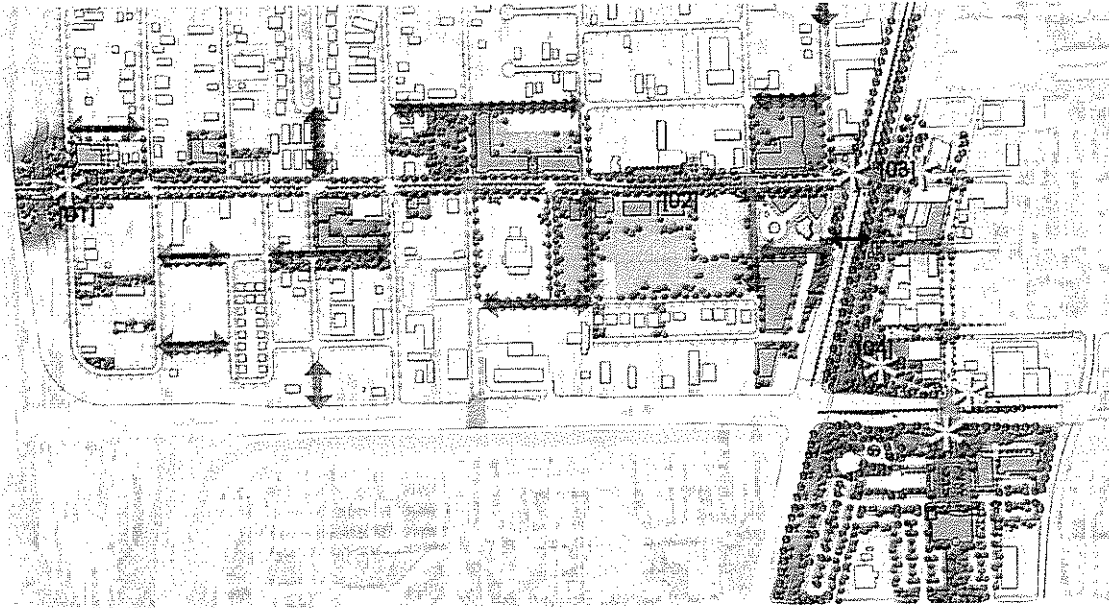
Bachelor of Arts-Political Science, Cum Laude, University of Central Florida
Congress of New Urbanism Accreditation, University of Miami

Affiliations

Florida Redevelopment Association, Past President
International Council of Shopping Centers, (ICSC), Florida Alliance, Past Co-Chair
Congress for the New Urbanism, Accredited Professional

Recent Projects

- Development of "Budgeting, Finance, and Reporting" training module – Florida Redevelopment Association
- Business Improvement District Plan for Marketing Implementation – Winter Park, Florida
- Downtown Pompano Public Library/Civic Campus
- Downtown Pompano Connectivity Plan – Pompano Beach, Florida
- Commercial Corridor Redevelopment Master Plan - City of Hollywood, Florida



Downtown Pompano Connectivity Plan – Pompano Beach, Florida

Sharon West McCormick, Senior Associate – Marketing

Specialized Skills

Community branding, communications and consensus building, business attraction and retention strategies, media/public relations, sponsorship, community and special events, research and analysis, and strategic marketing plans.

Ms. McCormick joined RMA with 25 years of experience in community and business development including retail, non-profit and event marketing and management, public and media relations and fundraising. Ms. McCormick was responsible for the creation and implementation of the first strategic marketing plan for the Northwood CRA District in West Palm Beach, FL and the Dania Beach, Florida CRA Downtown and Design Districts. The marketing plan serves as a step-by-step guide for the redevelopment of a specific target area identified in the 5-year strategic redevelopment plan and is updated annually through research/evaluation of programs impact.

The Northwood Village District marketing plan included programs designed and implemented by Ms. McCormick that led to significant achievements including the receipt of an international award and two state awards. As a result of recognizing the value of communications and collaboration, public relations and editorial placement, Ms. McCormick worked continuously with area business owners and the press to increase brand awareness and improve the area's image. She established social media sites, blogs and a web site to further build recognition. Northwood Village has been featured in numerous local print publications, online blogs and magazines and notably the April 2009 issue of national publication, Southern Living Magazine.

Prior to joining RMA, Ms. McCormick served for 5 years as the Marketing & Event Coordinator for the West Palm Beach CRA. Her previous experience in retail store management, non-profit membership, fund and event development, and large-scale community event management, contributed to her ability to assess and understand the needs of small business owners, the business community and the surrounding neighborhoods. Ms. McCormick draws on this ability when developing actionable marketing, event and communications plans to improve a commercial district.

Education

John T. Riordan School for Professional Development, ICSC, Marketing I and II Certificates
Appalachian State University, Bachelor of Science Criminal Justice, Cum Laude

Affiliations

International Council of Shopping Centers; Florida Redevelopment Association, Member
Junior League of the Palm Beaches, Sustaining Member

Awards

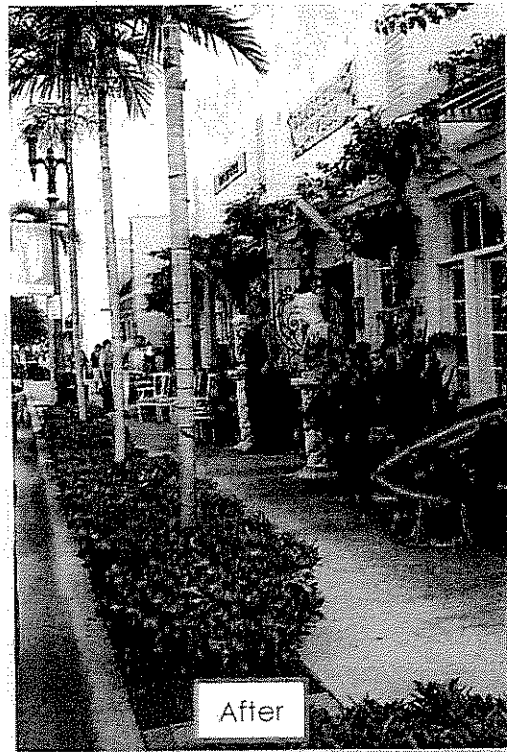
- 2007 ICSC Maxi Award; Marketing Excellence — Public Relations; Branding and Marketing Northwood Village, West Palm Beach CRA
- 2009 FRA; Roy F. Kenzie Award; Cultural Enhancement; Art & Wine Promenade, West Palm Beach
- 2009 FRA; Roy F. Kenzie Award; Creative Organizational Development and Funding; Business Retention & Improvement Program; West Palm Beach
- 2011 FRA; Roy F. Kenzie Award; Marketing and Communications, Dania Beach Marketing and Rebranding Initiative

Recent Projects

- Culinary Arts District Marketing Plan Creation and Implementation, City of Oakland Park
- Marketing Director, Communication and Events, City of Pompano Beach
- Marketing Plan, Implementation, Budgeting, City of Dania Beach



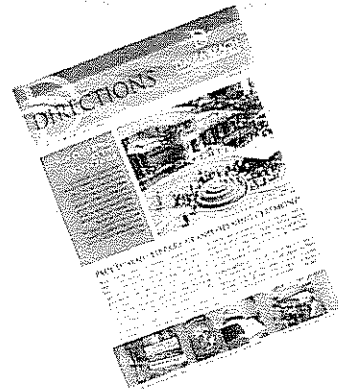
Before



After



Art & Wine
 PROMENADE
 1000 Northwood Village



SERVICE AGREEMENT

Town of Surfside and Redevelopment Management Associates, Inc.

THIS AGREEMENT is made and entered into this _____ day of _____, 2012, by the TOWN OF SURFSIDE (the "Town") and REDEVELOPMENT MANAGEMENT ASSOCIATES, INC., a Florida limited liability company (the "Contractor").

WHEREAS, the Town requires services which Contractor is capable of providing under the terms and conditions hereinafter described; and

WHEREAS, Contractor is able and prepared to provide such services as the Town does hereinafter require under the terms and conditions set forth herein; and

WHEREAS, the Town and Contractor agree to \$25,000 for creation of an organizational plan for a business improvement district.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows.

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" (Scope of Work); and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. The Town hereby contracts with Contractor to provide consulting advisory services to the Town, and in particular to its Tourist Bureau upon the terms and conditions set forth herein.

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work), attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. This Contract shall be effective upon execution by both parties and shall remain in effect until May 31, 2013.

5. Extension. The Town shall have the option to extend this Agreement for one (1) four (4) month extension not to extend beyond September 30, 2013. Any extension shall be effective upon receipt of a written notice from the Town Manager to the Contractor dated no later than thirty (30) days prior to the date of termination.

6. Maximum Obligation. The Town agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the Town in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. Price Formula. The Town agrees to pay Contractor for performance of the services set forth in this Agreement as follows:

Payment of a fee not to exceed \$25,000.00, to be billed as follows, plus reimbursable expenses.

- A. Business Improvement District Organization Plan - \$25,000, half upon notice to proceed for the Scope of Services outlined in exhibit A and half upon completion.

The fee does not include additional research not contemplated within exhibit "A". Contractor will review existing data to determine if additional research is necessary. Any additional research or outside work must be approved in advance and in writing, by the Town. Any outside vendor work approved by the Town would be billed directly from the vendor with no mark-up from Contractor.

The following expenses are reimbursable at their actual cost: travel and accommodations, long distance telephone calls, postage, facsimile, courier services, mileage (at a rate approved by the Town), photo and reproduction services, fees paid to any governmental authority. Any monies advanced by s for expenses will be repaid within thirty (30) days upon receipt of expense invoice and appropriate back-up materials. Contractor will not advance more than \$100 for materials or services within a given thirty (30) day period.

8. Invoices. All invoices shall be submitted to the Town for approval and payment will be issued within thirty (30) days of submittal. Contractor shall provide the Town with an invoice by the fifteenth day of each month following the completion of Work.

- A. The Town shall make payment on said invoices of approved amounts due, as required under the Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished. If there is a dispute with regard to an invoice, the Town may withhold payment until all requested supporting materials are received from Contractor and the dispute is resolved. The Town may pay to the Contractor the undisputed portion of the invoice.

9. Disputes.

- A. Any factual disputes between Town and the Contractor in regard to this Agreement shall be directed to the Town Commission of the Town of Surfside and such decision shall be final.
- B. Any action brought against either party to enforce this Agreement will be brought in Miami-Dade County, Florida.

10. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: Christopher J. Brown,
Managing Member
Redevelopment Management Associates
3109 E. Atlantic Blvd., Suite B Pompano Beach, FL 33062
Phone: 561.706.5545
chris@rma.us.com

If to Town: Duncan Tavares
Tourism, Economic Development, Community Services Director,
Town of Surfside
9293 Harding Ave., Second Floor
Surfside, Florida 33154
Phone: 305-864-0722
dtavares@townofsurfsidefl.gov

11. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by the Town and the Town shall cooperate in the carrying out of the work without undue delay.

12. Termination. This Agreement may be terminated without cause by either party upon sixty (60) days written notice to the other party.

- A. This Agreement may be terminated by either the Town or the Contractor upon failure by the other to satisfactorily perform the terms and conditions of this Agreement, if either does not satisfactorily perform within ten (10) days of receipt of written notice from the other specifying the manner of failure. In the event of such termination, the Contractor shall not be entitled to further compensation from the Town for work performed or costs sustained following the date of such termination.

B. In the event that the Town should determine to suspend or abandon all or any part of the work described herein, it shall give written notice to the Contractor who shall immediately terminate all work affected. Within thirty (30) days of the date of abandonment, the Town shall pay the Contractor compensation for expenses incurred and work completed up to the receipt of notice of abandonment as final settlement for services rendered, compensation at the rate set forth herein for all of the Contractor's services performed prior to receipt of notice of abandonment. Upon making such payment, the Town shall have no further obligation to compensate the Contractor.

13. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; riots, strikes, war or civil disorder; unavailability of fuel.

14. Insurance. The Contractor shall secure and maintain throughout the duration of the Contract insurance of the type and in the amount specified below and shall demonstrate its ability to do so. Any exceptions to the insurance requirements in this section must be approved in writing by the Town.

- A. Comprehensive General Liability ("CGL") insurance, with minimum limits of half a Million Dollars (\$500,000) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability, and One Million Dollars (\$1,000,000) aggregate.
- B. Worker's Compensation, as required by law, but with no less than \$1,000,000 for Employer's Liability.

15. Indemnity. Contractor shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Contractor's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the Town for all its expenses including reasonable attorney's fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Contractor's performance or non-performance of this Agreement.

The Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by them, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Agreement. Contractor shall secure all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this Agreement for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the Town. The Contractor shall defend, indemnify and hold the Town, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney

fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Town.

16. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the Town, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment. The Contractor shall not hire a subcontractor to perform its duties under this Agreement without the prior written approval of the Town. This Agreement may only be amended by the parties with the same formalities as this Agreement.

17. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agree to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

18. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

A. Confidentiality of documents. The Contractor understands the Town is subject to Florida's Public Records Act, Chapter 119, Fla. Stat. and that such books, records, documents and data maintained by the Town are public records unless expressly exempted by general law.

19. Independent Contractor. The Contractor shall each be deemed as independent Contractor for all purposes, and the employees of the Contractor or any subcontractors and the employees thereof, shall not in any manner be deemed to be employees of the Town. As such, the employees of the Contractor shall not be subject to any withholding for tax, social security or other purposes by the Town, nor shall such Contractor or employees be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from the Town.

20. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of the Town. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with the Town and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

21. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Miami-Dade County, Florida.

22. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Town from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

23. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

24. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

25. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

26. Sovereign Immunity. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Town's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

27. Standard of care. Contractor will perform the Services in accordance with the standards of care and diligence normally practiced by recognized consulting companies in performing services of a similar nature. If, during the six-month period following the earlier of termination or completion of the Services under the applicable Request for Service, it is shown there is an error in the Services caused solely by Contractor's failure to meet such standards, and Town has promptly notified Contractor in writing of any such error within that period, Contractor shall perform, at Contractor's cost, such corrective consulting services within the original Request for Service as may be necessary to remedy such error. This Article is not to be construed to limit remedies under Florida law for breach of contract, negligence or other civil actions not involving warranties or guarantees.

28. Ownership of documents. Immediately upon delivery and payment by the Town to the Contractor, all plans, specifications, detail drawings and other documents prepared in connection with the Agreement, shall be and remain the property of Town and are not to be used by the Contractor on any other project, except that Contractor may use materials for training or professional presentation purposes, and shall be relinquished to Town at Final Completion or sooner if otherwise required by this Agreement, provided, however, that the Contractor may maintain one record set of said documents. In the event that this Agreement is terminated and the Contractor have been paid in full for services completed to date, the Contractor shall immediately provide electronic copies, in a format acceptable to the Town, of all documents prepared in connection therewith. Such documents shall be provided to Town with an

authorization in a form and substance acceptable to Town from the applicable Contractor authorizing the Town to use the documents.

29. Most Favored Governmental Agencies. Contractor agrees that if, after the Effective Date of this Agreement, it enters into an agreement for the same or substantially similar scope of services with another local government in Florida which contains a term or condition, including fees, charges or costs, that are more favorable than the terms in the Agreement the Town may provide Contractor with written notice explaining how the new Agreement is for the same or substantially similar services and how the new Agreement contains terms or conditions that are more favorable than the terms in the Agreement, and requesting to negotiate an amendment to the Agreement (a "New Agreement Notice"). The parties shall act in good faith to negotiate an amendment to the Agreement that addresses, in a manner that is fair and equitable to both parties, the matters raised by the Town in the New Agreement Notice. If the parties fail to reach agreement upon an amendment within ninety (90) days of the New Agreement Notice, then the Town shall have the right to terminate this Agreement, by providing thirty (30) days advance written notice to the Contractor, such notice to be given no later than one hundred (100) days from the New Agreement Notice.

The Town hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

It is further provided that no liability shall be attached to the Town by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

TOWN OF SURFSIDE

A Florida Municipal Corporation,

BY: _____
Roger M. Carlton, Town Manager

Date

CONTRACTOR,

BY: _____
Christopher J. Brown, Managing Member
Redevelopment Management Associates, INC.

Date

ATTEST,

Sandra Novoa, CMC, Town Clerk

Date

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

BY: _____
Lynn M. Dannheisser, Town Attorney

Date

**EXHIBIT "A" –SCOPE OF WORK
TOWN OF SURFSIDE – BUSINESS IMPROVEMENT DISTRICT**

**1. Creation of an Organization Plan for a Business Improvement District
Twenty-Two Weeks (December 2012 – May 2013)**

During the Commission Meeting on January 18, 2011 the Surfside Town Commission created the Downtown Vision Advisory Committee (DVAC). Since its inception, DVAC has proven to be an effective advisory organization through a process that has included actionable items at every meeting, including the following projects, initiatives and topics of discussion:

- Downtown Code Enforcement
- Parking Lot Improvement/Landscaping
- Vacant Window Ordinance
- News Rack Ordinance
- Awnings Ordinance
- Moratorium Ordinance
- Upgrading Alleys
- Wayfarer Signage Program
- Branding
- Business Improvement District
- Façade Upgrading Program
- Abbott Avenue Parking Garage Feasibility Study
- The Current Forty Foot Height Allowance and Amalgamation of Properties
- Development of an East West Corridor on 95th Street from Abbott Avenue to the Beach
- Rebuilding of Harding Avenue Sidewalks
- Sidewalk Café Ordinance and FDOT Agreement
- Miami-Dade "Mom & Pop" Grants

DVAC discussions have included the possibility of creating a Business Improvement District (BID) for the Downtown District. The basic premise of a BID is that the Town agrees to continue to provide a basic level of service and that incremental services such as extra police protection for expanded special events, maintenance for specialty landscaping, downtown marketing programs, cleaning after special events, and the retention of consultants to secure tenants are funded with a self-imposed assessment on the owners which is generally passed on to the tenants. The use of these funds would be governed by the Board of the BID. The process for

establishing the District and ensuring that funds are collected and properly spent is governed by State of Florida statutes and an agreement with the Town Commission.

The next step involves creating a BID plan and, if property owners are supportive, the actual establishment of the BID.

- 1.1. Draft a Business Improvement District Plan. This will be an organizational plan identifying next steps for the new BID. The Contractor propose a series of meetings with property owners, Town staff, business owners and other area stakeholders to complete the following five (5) tasks:
- 1.2. Build ownership and consensus amongst commercial property owners regarding improvements, programs, services, and management of the BID. The most important task is the creation of a consensus regarding the programs, budgets, and methods of assessment to achieve the objectives of the BID. This will be primarily achieved through one-on-one and small group discussions to create a core mission for the new BID.
- 1.3. Establish, in cooperation with the Town, the geographical boundaries of the BID. Property ownership information will be analyzed. Once a consensus of activities has been created, the Contractor will propose a final boundary for the BID for the purpose of adoption.
- 1.4. Establish, in cooperation with the Town, a proposed budget and determine the formula for property assessments. Based upon the objectives identified for the BID, Contractor will recommend a budget and present all permissible methodologies for assessment, with recommended options.
- 1.5. Present the district plan in public meetings. The Contractor will organize and facilitate all public meetings required to create the BID.
- 1.6. Prepare the property owners and the merchants for the formal establishment of the BID pursuant to Florida Law. The Contractor will work with Town of Surfside staff and attorneys to complete all activities required to establish the BID.

Deliverable: BID Organization Plan

Compensation – \$25,000

A Timeline for Project Completion is attached.

