



**Town of Surfside  
Town Commission Meeting  
AGENDA**

**October 14, 2014  
7 p.m.**

Town Hall Commission Chambers - 9293 Harding Ave, 2<sup>nd</sup> Floor  
Surfside, FL 33154

**1. Opening**

- A. Call to Order**
- B. Roll Call of Members**
- C. Pledge of Allegiance**
- D. Mayor and Commission Remarks** – Mayor Daniel Dietch
- E. Agenda and Order of Business** Additions, deletions and linkages
- F. Community Notes** – Mayor Daniel Dietch
- G. Town Manager Recruitment Update** – Colin Baenziger, Colin Baenziger & Associates [SET FOR TIME CERTAIN 7:20PM (10 Minutes)]

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

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

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

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

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

**A. Minutes** – Sandra Novoa, CMC, Town Clerk Page 1-28  
September 9, 2014 – First Budget Hearing  
September 9, 2014 – Regular Town Commission Meeting  
September 11, 2014 – Special Town Commission Meeting – Town  
Manager Search  
September 11, 2014 – Special Town Commission Meeting – Sand Report  
September 29, 2014 – Special Town Commission Meeting – Town  
Manager Recruitment Process

**B. Budget to Actual Summary as of July 31, 2014** – Donald Nelson, Finance Director Page 29-31

**\*C. Town Manager’s Report** – Michael P. Crotty, Town Manager Page 32-45

**\*D. Town Attorney’s Report** – Linda Miller, Town Attorney Page 46-50

**\*E. Projects Progress Report** – Calvin, Giordano and Associates, Inc. Page 51-52

**F. Committee Reports** – Michael P. Crotty, Town Manager Page 53-68

- August 21, 2014 Community Center Expansion Committee
- August 21, 2014 Parks and Recreation Committee
- August 27, 2014 Planning and Zoning Board Meeting
- September 2, 2014 Sand Project Committee

**G. Tourist Mobile App** – Duncan Tavares, TEDACS Director Page 69-106

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AND AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH PROSPORT ENTERTAINMENT, LLC, D/B/A SHFT MOBILE TECHNOLOGIES (“SHFT MOBILE”) AND THE TOWN OF SURFSIDE FOR THE DESIGN AND DEVELOPMENT OF THE TOWN’S TOURISM MOBILE APPLICATION PLATFORM (“TOURISM MOBILE APP”) REAFFIRMING THE RESORT TAX BOARD EXPENDITURE OF \$10,800.00 FROM THE FY2014/2015 RESORT TAX FUND ACCOUNT NO. 102-8000-552-48-10 FOR MAINTENANCE, SERVICING AND LICENSING; AUTHORIZING THE TOWN MANAGER TO DO ALL THINGS NECESSARY TO IMPLEMENT THE TERMS OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

#### **4. Ordinances**

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

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

*(Set for approximately 9:00 p.m.) (Note: Good and Welfare must begin at 8:15)*

**B. First Reading Ordinances**

1. **An Ordinance Amending Town Code Section 90-52 “Required Clearances” and Striking Town Code Section 90-92 “Sight Triangles and Clearances”** – Joe Damian, Code Compliance Director Page 107-113

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 “ZONING” AMENDING CODE SECTION 90-52 “REQUIRED CLEARANCES” AND STRIKING CODE SECTION 90-92 “SIGHT TRIANGLES AND CLEARANCES;” PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE**

2. **Medical Marijuana Ordinance** – Sarah Sinatra, Town Planner Page 114-125

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA RELATING TO MEDICAL MARIJUANA FACILITIES FOR MEDICAL USE ONLY; AMENDING CHAPTER 90 “ZONING” BY AMENDING “DEFINITIONS”; SPECIFICALLY AMENDING SECTION 90-23 “CONDITIONAL USES”; SECTION 90-41 “TABLE- REGULATED USES”; CREATING SECTION 90-41.2 “MEDICAL MARIJUANA FACILITIES”; SPECIFICALLY AMENDING SECTION 90-77 “OFF-STREET PARKING REQUIREMENTS”; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.**

3. **10% Windows for Each Story** – Sarah Sinatra, Town Planner Page 126-130

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 “ZONING”, AND SPECIFICALLY AMENDING SECTION 90-50 “ARCHITECTURE AND ROOF DECKS” TO MODIFY THE CODE TO REQUIRE A 10% WINDOWS PER FAÇADE OF A SINGLE FAMILY HOME PER STORY; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.**

4. **Single Family District Paint Colors** – Sarah Sinatra, Town Planner Page 131-135

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 “ZONING”, AND SPECIFICALLY AMENDING SECTION 90-50 “ARCHITECTURE AND ROOF DECKS” TO LIMIT THE PERMITTED COLORS IN THE H30A AND H30B ZONING DISTRICTS TO THE FOUR LIGHTEST COLORS ON A COLOR SWATCH; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.**

5. **Ordinance Amending Section 2-235 “Lobbying”** – Sandra Novoa, CMC, Town Clerk Page 136-140

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING SECTION 2-235 “LOBBYING”; CLARIFYING THE DEFINITION OF A LOBBYIST; SPECIFICALLY AMENDING SECTION 2-235 (2) “LOBBYIST REGISTRATION, FEES, RENEWAL AND WITHDRAWAL”; REQUIRING ALL LOBBYIST WITHIN THE SAME FIRM WHO REPRESENT THE SAME PRINCIPAL TO REGISTER, PAY FEE AND FILE EXPENDITURE REPORT; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.**

**\*\* SPACE INTENTIONALLY LEFT BLANK \*\***

**5. Resolutions and Proclamations**

*(Set for approximately 9:15 p.m.) (Note: Depends upon length of Good and Welfare)*

- A. Resolution Strongly Requesting MD County Historic Preservation Board to Cease the Designation of 9340 Collins Avenue and any Properties between 93<sup>rd</sup> and 94<sup>th</sup> Street between Collins and Harding Avenue – Vice Mayor Eli Tourgeman Page 141-145**

**A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA STRONGLY REQUESTING THE MIAMI-DADE COUNTY HISTORIC PRESERVATION BOARD (“BOARD”) TO CEASE THE DESIGNATION OF 9340 COLLINS AVENUE AND ANY PROPERTIES BETWEEN 93<sup>RD</sup> AND 94<sup>TH</sup> STREET BETWEEN COLLINS AND HARDING AVENUES SURFSIDE, FLORIDA AS HISTORIC PROPERTIES; TO PROVIDE THE TOWN WITH THE OPTION TO WORK IN PARTNERSHIP WITH THE PROPERTY OWNERS ON A PUBLIC PRIVATE PARTNERSHIP; TO ALLOW THE TOWN TIME TO ANALYZE PREPARATION OF ZONING CRITERIA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

- B. Resolution Approving CGA Work Authorization No. 88 – Michael P. Crotty, Town Manager Page 146-154**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA (“TOWN”) APPROVING CALVIN-GIORDANO & ASSOCIATES, INC. (CGA) WORK AUTHORIZATION NO. 88 (CREATE ZONING CRITERIA INCLUDING MID-BLOCK WALKWAYS AND OPEN SPACE, CGA PROPOSAL NO. 14-7020) IN A TOTAL AMOUNT NOT TO EXCEED \$ 54,998.59 FROM THE GENERAL FUND, FY2014/2015 ACCOUNT NO. 001-2000-524-31-10; PROVIDING FOR AUTHORIZATION; PROVIDING FOR AN EFFECTIVE DATE.**

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

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

**7. Town Manager and Town Attorney Reports**

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

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

**8. Unfinished Business and New Business**

**9. Mayor, Commission and Staff Communications**

- A. Harding Avenue Business District Bench Sponsorship** – Duncan Tavares, TEDACS Director Page 155-163
- B. Citizens Survey** – Duncan Tavares, TEDACS Director Page 164-196
- C. Parking Solution** – Michael P. Crotty, Town Manager Page 197
- D. Update on Sand and Beach Management Issues** – Michael P. Crotty, Town Manager Page 198-213
- E. Bal Harbour Village Sanitary Sewer Force Main** – Donald Nelson, Finance Director Page 214-269
- F. Request to Increase Lot Coverage Percentage** – Commissioner Barry Cohen Page 270
- G. Enterprise Resource Planning (ERP) Proposal** – Donald Nelson, Finance Director Page 271-272
- H. Solid Waste Rates** – Donald Nelson, Finance Director / Joseph Kroll, Public Works Director Page 273-293
- I. Possible dates for a rescheduled Joint Meeting of the Town Commission and Tourist Board** – Duncan Tavares, TEDACS Director Page 294
- J. Surfside Seawall Replacement Project Bid Value Engineering** – Chris Giordano, CGA {*To be delivered Separately*}
- K. Traffic Mitigation Plan for Surfside and Bal Harbour – Advanced Transportation Engineering Consultants** – Chief David Allen [SET FOR TIME CERTAIN 7:45 PM] (Verbal)
- L. Report on Community Center Second Floor Extension Committee Recommendation**– Tim Milian, Parks and Recreation Director [SET FOR TIME CERTAIN 7:30PM] (Verbal)

## 10. Adjournment

Respectfully submitted,



Michael P. Crotty  
Town Manager

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THIS MEETING IS OPEN TO THE PUBLIC. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS THAT ARE DISABLED; WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE OFFICE OF THE TOWN CLERK AT 305-861-4863 EXT. 226 NO LATER THAN FOUR DAYS PRIOR TO SUCH PROCEEDING.

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

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

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

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



**Town of Surfside**  
**FIRST BUDGET HEARING**  
**TOWN HALL COMMISSION CHAMBERS**  
**9293 HARDING AVENUE**  
**MINUTES**

**SEPTEMBER 9, 2014**  
**6:30 PM**

**1. Opening**

**2. Call to Order**

Mayor Dietch called the meeting to order at 6:32P.M.

**3. Roll Call of Members**

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

**4. Pledge of Allegiance**

Chief Allen led the Pledge of Allegiance

**5. Discussion Regarding Millage Rate and Budget – Michael P. Crotty, Town Manager**

Mayor Dietch thanked Manager Crotty and staff as well as his colleagues for all their work on the budget. Manager Crotty gave an update on the budget. Finance Director Nelson presented the program modifications to the budget based on what was agreed upon at the July 22, 2014 meeting.

Commissioner Karukin made a motion to approve for discussion purposes. The motion received a second from Commissioner Cohen and all voted in favor.

Vice Mayor Tourgeman said he has had meetings with the Town Manager and Finance Director and has concerns about bigger government. He read into the record an email which he sent on August 12, 2014 to Manager Crotty and Director Nelson.

“As we prepare the final numbers for the budget I need your help in thinking corporate as if this town was your personal investment and business and you would say how can I make this government smaller not bigger. How can I make this business more efficient and not more expensive? What divisions can I run leaner not fatter. What mind change I need to implement to make this goal a reality? What realignments need to take

place in order to cut the expenses and increase revenues? Taking into consideration that we anticipate in directing funds into major undertakings such as updating our obsolete operation platform, expanding the community center and maybe a public/private expense adventure. So as you dig into the budget numbers think and proceed with recommendations to make this government entity leaner.”

The Vice Mayor said he believed this email fell on deaf ears. He had meetings with the Manager and haggled over items and was told the budget is the budget and everyone is happy with it. Vice Mayor Tourgeman said he was not happy with the budget and not happy with the figures especially salaries for higher position personal and feels additional increases are not acceptable.

Commissioner Olchyk also said she was not happy with the budget and agrees with Vice Mayor Tourgeman on salaries. To be more specific and as an example, she stated that many mistakes have been made and no one is punished but they then receive a merit salary increase. Another example she mentioned was a scanner machine that was purchased, does not work, no one uses it and asks who purchased it and why? Another example was the background check on the final candidate for the Town Manager position and why the HR Director failed to find the problem that was later raised. She is extremely upset as there have been issues in various departments and there is no accountability and yet merit increases are given. She also mentioned the sand issue and how the citizens knew of the problem before the Commission knew and asked was code enforcement doing their job. As to landscaping she has personally gone to sites where the landscaping staff was to be on site certain days and found they were not there. Who is supervising this company and the service? She is against rewarding people who are not doing their job and is against the percentage of pay raises in the budget.

Commissioner Karukin said he disagreed with Commissioner Olchyk on all salaried employees but felt she was speaking about department heads specifically. He also defended the HR Director and said she has done a very good job and has saved the Town money on many occasions. The Commissioner also stated that the citizens of Surfside are very demanding and expect good services and that comes with a price.

With time running out and bumping into the next scheduled meeting the Mayor asked for a motion.

Vice Mayor Tourgeman made a motion to defer the 7:00 regular Commission Meeting. The motion received a second from Commissioner Olchyk and all voted in favor.

Vice Mayor Tourgeman made a motion to continue the discussion in the Budget Meeting. The motion received a second from Commissioner Olchyk and all voted in favor.

Commissioner Karukin continued with his remarks and said government cannot be run like a business. As to code enforcement, he said they cannot be everywhere and to do so would require additional staff and more expense. Addressing some of the remarks made by the Vice Mayor and Commissioner Olchyk, Commissioner Karukin said the Town Manager did give options as to where we could cut some budget expenses. Commissioner

Karukin said regarding the salaries a wide net was cast involving all staff salaries. Commissioner Touregman said that was not true he was only speaking of higher echelon positions. Vice Mayor Tourgeman expressed his frustration with the Parks and Recreation Dept. also by not pursuing grants or sponsorships for some of their programs and then presenting an incomplete report to the Commission on revenues but eliminating expenses on certain items. The Mayor said we have gotten grants in the past.

Town Manager Crotty responded to the concerns raised by the Vice Mayor and Commissioner Olchyk. He said pertaining to the scanner, that was purchased by the second previous building official and the current building official was praised for his hard work and putting in long hours on his own time. He agrees that the scanner does not meet their needs.

Finance Director Nelson addressed the issue of the error in under billing for commercial business solid waste and said the error was caught in this budget, notices have gone out and all but five businesses have met their obligation and they are working out a payment plan for those five businesses. Commissioner Olchyk asked why it took two years to catch this error. Why did staff not see that revenue was going down for two years and now it is caught. She said placing the burden now on the citizens who have to pay double because of our error is not fair and who is responsible for overseeing this and they should be demoted. Director Nelson praised his staff as working very hard and said his department is understaffed. He also indicated that the software they have is over twenty years old which is part of the problem.

The Vice Mayor said he wants efficiency in Town Hall in Surfside and feels we are not getting it. The study on inequities in salaries was discussed also. Mayor Dietch said the study done indicated that staff in Surfside were fifty percent below the market salary and said if we want efficiency we need to have happy, qualified employees and we need to be in the range of what the market salary is for a particular position. The Vice Mayor interrupted the Mayor and wanted to make clear that his comments were not referring to clerical staff. The Mayor said that we have to look at the overall picture when it comes to department directors. Turnovers create problems for the town as it takes time to find a new director and then time for that person to become acclimated to the position and familiar with issues involved in that department. If one is underpaid and not appreciated, they will look elsewhere and sometimes the cheapest is not the best so when looking for a candidate who is well qualified and fit, we would have to offer at least the market value for that particular position.

Vice Mayor Tourgeman was strong in his comments regarding the increase in salaries for high paying positions which would amount to a 22% increase in salary in eight months. He said this is unheard of in today's economy. He also compared our Police Dept. and Chief with the one in Doral. He further stated that this type of thinking has to stop as we do not need to bump up titles from Manager or Official to Director which puts them in another salary category.

As a footnote, Commissioner Olchyk said it took six weeks for her to get an answer regarding the recycling billing error and then was told there was nothing they could do about it.

Mayor Dietch responded to the Vice Mayor and said it was horrible the way he has presented this issue. He said the residents of Surfside request quality services. When the Chief of Police came on board in 2006 he walked into a nightmare of a Police Department with many problems and we had to hire a transformational chief to right the ship. It took time and now we have a Police Department we can be proud of and that is the type of leadership it takes but it doesn't come at low cost. He also said Doral is completely different from Surfside and cannot be compared. The Mayor also said the salary increases amount to a total of \$35,000 and if a Director leaves it would be more costly to replace the position.

With time running close to the scheduled Commission Meeting, Vice Mayor Tourgeman made a motion to temporarily stop the discussion of the budget meeting. The motion received a second from Commissioner Karukin and all voted in favor.

Commissioner Karukin made a motion to extend the regular Commission Meeting to 8:00 p.m. The motion received a second from Commissioner Olchyk and all voted in favor.

Vice Mayor Tourgeman made a motion to return to the discussion of the Budget Meeting. The motion received a second from Commissioner Karukin and all voted in favor.

Town Manager Crotty asked if he could address the citizens in the audience as he heard their reactions when the 22 percent increase in salaries was mentioned. He stated that in December the Town Clerk was a finalist for a Town Clerk position in another town which paid more money. When Sandra came to Surfside there was disorganization, poor record keeping and poor management. She has completely turned this around and has done an outstanding job. Our Town Clerk is very much underpaid especially when compared to Bay Harbor and Bal Harbour which are smaller towns. It was agreed in December and Commissioner Olchyk was present, to increase her salary from \$69,000 to \$83,000 and the Town Clerk withdraw her application for the new position. If we had to hire a new Town Clerk with her qualifications and competency, we are looking at a salary between \$80-\$90,000. He asked that they look at the whole perspective and not just 22 percent. He said this applies to department heads as well who are below their market value.

Commissioner Olchyk said she agrees that the Town Clerk is a very valuable employee. However, increasing a salary doesn't mean an employee will stay with Surfside and cited two examples. She feels we can hire people that would be happy with the salary the town can afford.

The Vice Mayor said he had asked the Town Manager not to bring the Town Clerk into the conversation as it had been decided at a previous meeting in December to give the Town Clerk the full adjustment. That salary adjustment had already been approved and this should not be included in the discussion. Manager Crotty said he wanted the Town Clerk

to be grouped in with the other Directors and not separated. The Vice Mayor said the Manager did not follow policy.

The Mayor wanting to clarify some points and for the record stated that at three votes the following changes may be made to the budget which amount to approximately \$620,000 in reduction:

- Eliminate the new police leadership position
- Eliminate the attorney legal assistant position at part-time
- Eliminate the administrative and clerical positions for code compliance
- Harding/Collins corridor study
- Tree canopy initiative
- Eliminate the neighborhood resource officer
- Two percent merit pool for general employees
- Reduces landscaping
- Reduces one public works maintenance worker
- Changes the Gazette from every month to every other month
- Eliminates special events such as Public Employee Appreciation Day Picnic, Halloween, July 4<sup>th</sup> celebration
- Closes 96<sup>th</sup> Street park one day per week
- Closes the tennis courts one day per week
- Reduces the pool hours by twenty percent
- Eliminates heating the pool late fall to early spring
- Eliminates the library reimbursement charges

The Vice Mayor feels we are still making government bigger and the Mayor disagreed. There was further discussion on some of these items and the budget in general as well as the millage rate.

## **6. Fiscal Year 2014/2015 Millage Rate**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, MIAMI-DADE COUNTY, FLORIDA, ADOPTING THE TENTATIVE LEVYING OF A MILLAGE RATE AGAINST ALL TAXABLE REAL AND PERSONAL PROPERTY IN THE TOWN OF SURFSIDE, FLORIDA FOR THE FISCAL YEAR 2014/2015; AND REAFFIRMING SEPTEMBER 23, 2014 AS THE DATE OF ADOPTION OF THE FINAL MILLAGE RATE.**

Commissioner Karukin made a motion to approve a 5.0821 millage rate. The motion received a second from Commissioner Cohen. A vote was taken with Commissioner Karukin, Commissioner Cohen, and Mayor Dietch voting to approve. Vice Mayor Tourgeman and Commissioner Olchyk voting in opposition.

Commissioner Karukin made a motion to approve a 5.0823 millage rate. After passing the gavel the motion received a second from Mayor Dietch. A vote was taken with

Commissioner Karukin, Commissioner Cohen, and Mayor Dietch voting to approve. Vice Mayor Tourgeman and Commissioner Olchyk in opposition.

The Commission further discussed the budget and some of the proposed cuts and there were strong differences in their views.

Vice Mayor Tourgeman made a motion to temporarily pause the budget meeting. The motion received a second from Commissioner Karukin and all voted in favor.

Vice Mayor Tourgeman made a motion to extend the regular Commission Meeting to 8:30 p.m. The motion received a second from Commissioner Olchyk and all voted in favor.

Vice Mayor Tourgeman made a motion to continue the discussion in the Budget Meeting. The motion received a second from Commissioner Karukin and all voted in favor.

Vice Mayor Tourgeman proposed that \$100,000 be cut from the budget which would take the millage rate to 5.0293 and require four votes. He presented a document with salary and increases for five department heads. The cut would include eliminating salary increases in October for department heads, part of the step two process. It would also include eliminating a two percent increase in salary for the Finance Director who was not listed on the document.

Commissioner Karukin made a motion to reconsider the previous vote of 5.0823. The motion received a second from Commissioner Cohen and all voted in favor.

Vice Mayor Tourgeman made a motion to approve a millage rate of 5.0293 with the provision that the cuts would include eliminating salary increases in October for department heads, part of the step two process. It would also include eliminating a two percent increase in salary for the Finance Director who was not listed on the document. The motion received a second from Commissioner Karukin.

There was further discussion on the budget and Commissioner Karukin withdrew his second to the motion of accepting 5.0293 millage rate.

Commissioner Cohen made a motion to accept a 5.1080 millage rate as previously approved in July, 2014. The motion received a second from Commissioner Karukin. A vote was taken with Commissioner Karukin, Commissioner Cohen, and Mayor Dietch voting to approve. Vice Mayor Tourgeman and Commissioner Olchyk voting in opposition.

Vice Mayor Tourgeman made a motion to approve a millage rate of 5.0293 with the provision that the cuts would include eliminating salary increases in October for department heads, part of the step two process. It would also include eliminating a two percent increase in salary for the Finance Director who was not listed on the document. The motion received a second from Commissioner Olchyk. A vote was taken with Commissioner Karukin, Commissioner Cohen, Vice Mayor Tourgeman and Commissioner Olchyk voting to approve. Mayor Dietch voted in opposition. The Mayor explained he

voted against because he does not agree with the reasoning of some of his colleagues. He feels we should recognize our employees and put the shine back in Surfside.

## **7. Public Comment**

-Eliana Salzhauer said the reason people move to Surfside is for the quality of life and asks the Commission to please stop “nickel and diming” over this. The increase in the millage rate is really a minimal amount and she feels the citizens want to keep good services and good Town employees who are compensated for their efforts. She further said it is expensive to run a town and you get what you pay for and that is why people reside in Surfside. She stated she did not know who the directors are on the list whose salaries are in question but feels their increases should not be eliminated and does not like the way the meeting is going.

-Deborah Cimadevilla said she agrees with Commissioner Olchyk and Vice Mayor Tourgeman as they must have perceived some things after the July meeting which made them change their mind and should be respected for what they believe. She agrees also that some of the items on the list could be cut and there should be some flexibility with give and take to come to a solution. She made it a point to say she thought the Town Clerk Sandra was wonderful. As to the other directors she said she would like to see their performance record and asks if they truly deserve the increase proposed.

-Louis Cohen expressed his displeasure in the way the budget is being handled this evening and referred to it as a circus. He also stated that at the previous public budget hearing all five members of the Commission agreed to a 5.1080 rate and gave it to the Town Manager who then came back with a budget. He feels some members of the Commission are micromanaging this which is not their job. The job of the Commission is to set policy and he feels this evening the Commission has been arguing among themselves and thinks it is a disgrace.

Commissioner Cohen agreed and said in July the Commission had agreed on a millage rate of 5.2 and this evening everything changed and going backward. He understands the frustration of the people as he is frustrated himself. He stated we should stand by what was agreed on at the July 22, 2014 meeting and the vote should be unanimous.

Commissioner Olchyk said it was after the July meeting that they found out about the error in recycling billing, the cost of the sand issue and the issue with the candidate for the Town Manager position. This has led her to believe that we are not spending the money correctly.

-Ken Arnold said he was disappointed that the Vice Mayor and Commissioner Olchyk voted against the 5.108 millage rate. He said the town is not about to go bankrupt and is in good financial condition and we need to invest properly if we are to succeed. He is against cutting services and is against the proposed large cut in the budget. He personally feels the Town is going in the wrong direction.

-Norma Parron disagreed with Commissioner Karukin and said this is a business and should be run as one. She said each department should be asked what they can cut from their budget. She is involved in a condo association and they submit their budget on what their expenses are for the year. The error in billing for the recycling has created a problem as they were not budgeted for the amount that is now due.

-Clara Diaz-Leal Parker said staff are not the same and should be evaluated on their performance and rewarded if they do well and not rewarded if performance needs

improvement. The Mayor said we do have a merit system in place. She was not happy with the indecision of the Commission on the budget.

**8. Fiscal Year 2014/2015 Annual Budget**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA (“TOWN”) APPROVING AND ADOPTING THE FINAL ANNUAL BUDGET AND MAKING APPROPRIATIONS FOR THE FISCAL YEAR 2014/20145 ATTACHING A SUMMARY COPY OF SAID BUDGET MARKED EXHIBIT “A”; PROVIDING FOR AN EFFECTIVE DATE.**

Town Manager Crotty said that a total of \$160,000 would be cut from the budget.

Vice Mayor Tourgeman made a motion to approve. The motion received a second from Commissioner Olchyk. The motion carried 4-1 with Mayor Dietch voting in opposition.

**9. Adjournment**

There being no further business to come before the Commission, the meeting adjourned at 8:42 p.m.

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Daniel Dietch, Mayor

Attest:

\_\_\_\_\_  
Sandra Novoa, CMC  
Town Clerk



**Town of Surfside  
Town Commission Meeting  
MINUTES  
September 9, 2014  
7 p.m.**

Town Hall Commission Chambers - 9293 Harding Ave, 2<sup>nd</sup> Floor  
Surfside, FL 33154

**1. Opening**

**A. Call to Order**

Mayor Dietch called the meeting to order at 8:43 P.M. after being delayed by previous Budget Hearing Meeting.

**B. Roll Call of Members**

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

**C. Pledge of Allegiance**

Eagle Scout Arnold led the Pledge of Allegiance

**D. Mayor and Commission Remarks – Mayor Daniel Dietch**

Commissioner Karukin thanked everyone for their kind notes and concerns when he was injured. Commissioner Karukin suggested that community notes also be posted at the Community Center as many people go there. The Mayor thought it was a good idea and asked the Town Manager to look at options for doing it.

The Mayor talked about the recent anti-Semitic vandalism which has occurred in the town. This Commission does not stand for this and finds it very offensive. Chief Allen has been working with other municipalities and is on top of the issue. He urged the public to call in anything they see and not wait.

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

Due to the delay in the start of the meeting the Mayor asked that they begin with the time certain items.

Commissioner Olchyk made a motion to move item 9B and 1G up on the agenda. The motion received a second from Commissioner Karukin and all voted in favor with Vice Mayor Tourgeman absent for the vote.

Commissioner Olchyk made a motion to link items 5A with 9B. The motion received a second from Commissioner Karukin and all voted in favor with Vice Mayor Tourgeman absent for the vote.

**F. Community Notes – Mayor Daniel Dietch**

Vice Mayor Tourgeman said the Monday evening Tourist Board Meeting was cancelled and announced the upcoming joint Commission and Parks and Recreation Meeting on October 6, 2014.

Mayor Dietch announced the upcoming community events which can be found on the Town's website.

**G. Introduction of Bay Harbor Islands Language Arts After School Program – Bay Harbor Islands Council Member Joshua Fuller**

Council Member Fuller is asking if Surfside would be willing to add learning a second language service for children after school. The classes are taught by Berlitz and the cost is \$850 per student and feels it is so important for children to learn a second language. If Surfside could subsidize that amount to help parents pay for the cost it would be beneficial. They will be offering Mandarin and Spanish and made the case that the younger the student the better they learn a second language. They are also offering discount classes for adult students and they have several police officers taking the class in his town.

Vice Mayor Tourgeman said he thought the program was good and educational. However he feels the fees should be paid by the parent who wants their child to participate. What he proposes is collaboration with Surfside to help promote the program as he feels it is worthwhile.

The Mayor said this was not a good time to be asking the town to spend money as they are still working on budget issues. Commissioner Karukin said we can ask the Town Manager to help promote the class but nothing further.

Vice Mayor Tourgeman made a motion to take Item 9C Report on Eruv next. The motion received a second from Commissioner Olchyk and all voted in favor.

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

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

The following items were pulled:

Commissioner Karukin pulled Item 18 Charter Review, Voters Guide

Mayor Dietch pulled Item 1.A Bus Service; Item 12, Biscaya Drainage; Item 19/20 FEMA/Community Rating System.

Vice Mayor Tourgeman made a motion to approve the agenda minus the pulled items. The motion received a second from Commissioner Karukin and all voted in favor.

**A. Minutes – Sandra Novoa, CMC, Town Clerk **Page 2-17****

August 12, 2014 – Regular Town Commission Meeting Minutes

August 13, 2014 – Special Town Commission Meeting Minutes

**B. Budget to Actual Summary as of June 30, 2014 – Donald Nelson, Finance Director  
Page 18-21**

**\*C. Town Manager’s Report – Michael P. Crotty, Town Manager Page 22-36**

**\*D. Town Attorney’s Report – Linda Miller, Town Attorney Page 37-42**

**\*E. Projects Progress Report – Calvin, Giordano and Associates, Inc. Page 43-44**

**F. Committee Reports – Michael P. Crotty, Town Manager Page 45-91**

- June 19, 2014 Pension Board Meeting Minutes
- June 26, 2014 Planning & Zoning Board Minutes
- July 7, 2014 Community Center Expansion Meeting Minutes
- July 7, 2014 Parks and Recreation Committee Meeting Minutes
- July 7, 2014 Tourist Board Meeting Minutes
- July 21, 2014 Sand Committee Meeting Minutes
- July 29, 2014 Sand Committee Meeting Minutes
- August 5, 2014 Sand Committee Meeting Minutes

**G. Expenditure of Forfeiture Funds – David Allen, Chief of Police Page 92-96**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, PROVIDING FOR THE FISCAL YEAR 2013/2014 POLICE CONFISCATION FUND EXPENDITURE IN THE AMOUNT OF \$7,757.60 FROM THE FORFEITURE FUND FOR THE PURCHASE OF ADOBE ACROBAT XI STANDARD LICENSES FOR THE NEW PATROL LAPTOPS; PROVIDING FOR AUTHORIZATION AND APPROVAL; PROVIDING FOR AN EFFECTIVE DATE.**

Approved on consent.

Pulled Items:

Commissioner Karukin pulled Item 18 Charter Review Voters Guide  
Town Attorney Miller gave an update on the Votes Guide. Town Manager Crotty will follow up on suggestions made.

Mayor Dietch pulled Item 1.A Bus Service; Item 12, Biscaya Drainage; Item 19/20 FEMA/Community Rating System.  
Mayor Dietch asked to forego his pulled items as they were mostly updates.

Commissioner Olchyk left the meeting at 11:37 p.m.

Vice Mayor Tourgeman made a motion to approve the pulled items from the agenda. The motion received a second from Commissioner Karukin and all voted in favor with Commissioner Olchyk absent.

**H. Mutual Aid Agreement between the School Board of Miami Dade County by and through the Miami Dade Schools Police Department and the Town of Surfside Police Department – David Allen, Chief of Police Page 97-107**

**A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA ACKNOWLEDGING THE LAW ENFORCEMENT MUTUAL AID AGREEMENT FOR VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE BETWEEN THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA MIAMI-DADE SCHOOLS POLICE DEPARTMENT AND THE TOWN OF SURFSIDE POLICE DEPARTMENT; AUTHORIZING THE TOWN MANAGER AND CHIEF OF POLICE TO EXECUTE AND IMPLEMENT THE TERMS AND CONDITIONS OF THE MUTUAL AID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

Approved on consent.

**I. Mutual Aid Agreement between Miami Dade County and the Town of Surfside for the Multi-Agency Gang Task Force – David Allen, Chief of Police Page 108-117**

**A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA ACKNOWLEDGING THE MUTUAL AID AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF SURFSIDE FOR THE MULTI-AGENCY GANG TASK FORCE; AUTHORIZING THE TOWN MANAGER AND CHIEF OF POLICE TO EXECUTE AND IMPLEMENT THE TERMS AND CONDITIONS OF THE MUTUAL AID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

Approved on consent.

**J. Resolution – Authorizing Agreement with HSWMR for Toxicological, Environmental and Health Assessment Services – Michael P. Crotty, Town Manager Page 118-121**

**RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING THE TOWN ADMINISTRATION TO RETAIN HAZARDOUS SUBSTANCE AND WASTE MANAGEMENT RESEARCH, INC. (“HSWMR”) TO ASSIST THE TOWN IN THE EVALUATION OF POTENTIAL ENVIRONMENTAL AND HEALTH RISKS RELATED TO THE BEACH SAND IN SURFSIDE, FLORIDA; AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT FOR RETENTION OF HSWMR FOR THE TOXICOLOGY EVALUATION OF THE SURFSIDE BEACH SAND; AUTHORIZING THE APPROPRIATION AND EXPENDITURE FROM THE 2013/2014 FISCAL YEAR BUDGET NOT TO EXCEED \$38,000.00 FROM THE GENERAL FUND, NON-DEPARTMENTAL ACCOUNT NO. 001-7900-590-3110;**

**PROVIDING FOR AUTHORIZATION; PROVIDING FOR AN EFFECTIVE DATE.**

Approved on consent.

**4. Ordinances**

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

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

**1. Massing – Sarah Sinatra, Town Planner Page 122-129**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING CHAPTER 90 ZONING; SECTION 90-51 MAXIMUM FRONTAGE OF BUILDINGS, SPECIFICALLY AMENDING SECTION 90-51.1 TO LIMIT THE HEIGHT OF THE 270 FOOT LONG PLATFORM TO 30 FEET IN HEIGHT AND LIMIT THE TOWERS TO 150 FEET IN LENGTH; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.**

Duncan Tavares, TEDACS Director read the title of the ordinance.

Commissioner Karukin made a motion to approve. The motion received a second from Commissioner Olchyk. The motion carried with all voting in favor.

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

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

**5. Resolutions and Proclamations**

*(Set for approximately 9:00 p.m.) (Note: Depends upon length of Good and Welfare)*

**A. Historic Preservation – Vice Mayor Eli Tourgeman (linked with Item 9B)  
RESOLUTION OF THE TOWN OF SURFSIDE URGING THE MIAMI-DADE COUNTY HISTORIC PRESERVATION BOARD (“BOARD”) TO GRANT A SIX MONTH DEFERRAL FOR DESIGNATION OF ANY AND ALL PROPERTIES IN THE TOWN OF SURFSIDE AS HISTORIC**

**STRUCTURES OR DISTRICTS; TO PROVIDE THE TOWN AN OPPORTUNITY TO WORK WITH THE BOARD'S STAFF; TO ALLOW THE TOWN TIME TO ANALYZE PREPARATION OF ZONING CRITERIA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

Town Manager Crotty gave an update on the item. Vice Mayor Tourgeman said the area of 93<sup>rd</sup>-94<sup>th</sup> Street which the Historic Preservation Committee targeted has upset him. He feels that particular corridor is the only area which can be developed in the business district. He stated the buildings in question are not historic buildings but called them dumps and cannot be compared with what is truly historic such as structures built in the 1700's in Boston. There is a developer interested in this corridor and we have an opportunity to expand. He is not in favor of an outside body coming into Surfside and telling them what to do and not consider what the town's needs are.

Commissioner Olchyk made a motion to move on the resolution. The motion received a second from Commissioner Karukin.

The Vice Mayor opened the meeting for public comment.

-Miami Dade Commissioner Sally Hayman first took a point of privilege to thank the town of Surfside for their representation at the fundraising for ALS. She said the Mayor took the ice bucket challenge for the town and it was appreciated.

She said she had concerns about how things were not progressing properly with the Miami Dade County Historic Preservation Board and has expressed her displeasure to Miami Dade officials as well as the Deputy Mayor who oversees that department.

Commissioner Hayman wanted to put on record that we are governed as a County with different rules. One of them is Ordinance 81-13 Chapter 16A that deals specifically with historic preservation. This was written in 1981 and at that time it gave municipalities the option to opt out. The town of Surfside comes under Miami Dade County and their rules and that board. However, within it comes ability for self determination and appreciation to self govern. Commissioner Hayman said there is indication of gross violations of this ordinance and that the town was not treated properly and there was failure in advising, informing and including all Commissioners in their decision making. Stating that she was unhappy with the County's department is an understatement. Commissioner Hayman presented her findings and attempts of getting information on this issue and reiterated her displeasure with the department and that their procedure was improper. She said some of the buildings cited are not historic and in fact she stated that she is older than some of the structures designated. There is legislation being proposed to allow municipalities to opt out of the control of the Miami Dade Board. Commissioner Hayman said she will not support any recommendations from the Historic Board as it relates to the town of Surfside as well as her other her constituents and will fight them until this is resolved satisfactorily. There is a meeting scheduled with the Historic Board on September 17<sup>th</sup> which she will try to have cancelled. She will ask her appointee to inform her beforehand if the town

of Surfside and her other municipalities in District 4 are still on the calendar if that meeting takes place. She gave the Surfside Commission some advice as to how to move forward.

Commissioner Hayman said she will work on this issue this week and get back to the Town Manager with her results and also back to the Commission if they need representation at the September 17<sup>th</sup> meeting.

Commissioner Olchyk wanted to publicly thank Commissioner Hayman for taking very courageous steps in fighting this issue.

Mayor Dietch would like better communications with the Historic Board and try to work with them.

Vice Mayor Tourgeman withdrew the resolution.

Town Manager Crotty wanted it on record that the Building Official (who is out ill this evening) reported that they were contacted by the Miami Dade County Historic Preservation on July 24, 2014 requesting review of the plans. He also wanted on record that property owners of 9348, 9372, 9300, and 9364 Collins Avenue have filed permits for demolition.

- Michelle Kligman said Commissioner Hayman addressed most of her concerns. She feels the town of Surfside should control its own destiny and the town should strongly object when they are not included in decision making.

- Leoncio delaPena thanked the Commission for their concern on this issue. He is representing the property of 9340 Collins and has independently had the property researched and was told that it had no significant historic value at all. The research was done because they stand for historic preservation. They are gravely concerned with their property rights and if this is allowed the vision of developing that corridor into something wonderful are gone.

- George Kousoulas gave some insight on how to look at the issue and different ways in which to present the town's case.

**B. Employee Health Benefits Contract Renewal for FY 14-15 – Yamileth Slate-McCloud, Human Resources Director**

**A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE GROUP HEALTH AND DENTAL PLAN WITH UNITED HEALTHCARE PLAN AND TERM LIFE INSURANCE, ACCIDENTAL DEATH, SHORT TERM DISABILITY, AND LONG TERM DISABILITY WITH MUTUAL OF OMAHA (“THE PROVIDERS”); PROVIDING FOR AUTHORIZATION; PROVIDING FOR AN EFFECTIVE DATE.**

Yamileth Slate-McCloud, Human Resources Director presented the item.

Commissioner Karukin made a motion to approve. The motion received a second from Vice Mayor Tourgeman. The motion passed with all voting in favor.

Vice Mayor Tourgeman made a motion to extend the meeting to 11:30 p.m. The motion received a second from Commissioner Karukin and all voted in favor.

**C. Approval to Award Phase II of 95<sup>th</sup> Street Improvements from the Bulkhead East to the Hard Pack – Joseph Kroll, Public Works Director Page 169-177**

**RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA DESIGNATING THE TOWN TO ACT AS ITS OWN CONTRACTOR TO COMPLETE PHASE 2 OF THE 95<sup>th</sup> STREET END IMPROVEMENTS; AUTHORIZING THE PHASE II IMPROVEMENTS IN THE AMOUNT OF \$85,252.55 FROM THE SPECIAL PROJECTS ACCOUNT NO. 301-44-541-6310 WITH SAID FUNDS AVAILABLE FROM THE VOLUNTARY PROFFERS; PROVIDING FOR APPROVAL AND AUTHORIZATION; PROVIDING FOR AN EFFECTIVE DATE.**

Town Manager Crotty presented the item and gave an update. The Mayor asked that the public be given notice of work to be done and road closures.

Vice Mayor Tourgeman made a motion to approve. The motion received a second from Commissioner Karukin. The motion passed with all voting in favor.

**D. Calvin, Giordano & Associates, Inc. (CGA) Engineering Services Contract Approval – Joseph Kroll, Public Works Director Page 178-229**

**A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA, AWARDED A CONTRACT FOR PROFESSIONAL GENERAL ENGINEERING SERVICES BY CALVIN, GIORDANO & ASSOCIATES, INC. (“CGA”) TO ACT AS THE TOWN’S ENGINEERING FIRM TO PROVIDE PROFESSIONAL GENERAL ENGINEERING SERVICES PER THE REQUEST FOR QUALIFICATIONS NO. 2014-002 (THE “RFQ”) ATTACHED HERETO AS ATTACHMENT “A”; PROVIDING FOR IMPLEMENTATION AND AUTHORIZATION OF AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Manager Crotty presented the item and gave an update.

Town Attorney Miller had modifications to Section 2.6, page 189, second paragraph, end of first line and on page 198 Section 7.4A regarding travel reimbursement. Some changes were made on the dais and the Town Attorney will make the changes.

Commissioner Karukin made a motion to approve. The motion received a second from Commissioner Olchyk and all voted in favor.

**E. FY 13/14 Proposed Budget Amendment Resolution – Donald Nelson,  
Finance Director**

**RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING THE ANNUAL BUDGET RESOLUTION ADOPTED FOR FISCAL YEAR OCTOBER 1, 2013 TO SEPTEMBER 30, 2014; FOR THE PURPOSE OF AMENDING THE ANNUAL BUDGET IN THE GENERAL FUND, CAPITAL PROJECT FUND, RESORT TAX FUND, TRANSPORTATION FUND, POLICE FORFEITURE FUND, WATER & SEWER FUND, STORMWATER FUND, PARKING FUND, AND SOLID WASTE FUND; AND OTHER ADJUSTMENTS TO THE BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2014; PROVIDING FOR AN EFFECTIVE DATE.**

Finance Director Donald Nelson presented the item.

Vice Mayor Tourgeman made a motion to approve. The motion received a second from Commissioner Karukin and all voted in favor with Commissioner Cohen absent for the vote.

**F. Extension of American Traffic Solutions, Inc. Agreement (Red Light Camera Safety Program) for Three Years – David Allen, Chief of Police**

**RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE TOWN TO ENTER INTO A THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN AMERICAN TRAFFIC SOLUTIONS, INC. (“ATS”) AND THE TOWN OF SURFSIDE; AUTHORIZING THE TOWN MANAGER TO DO ALL THINGS NECESSARY TO IMPLEMENT THE TERMS OF THE THIRD AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

Police Chief David Allen presented the item.

Vice Mayor Tourgeman made a motion to approve. The motion received a second from Commissioner Olchyk and all voted in favor.

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

The Mayor opened the meeting to Good and Welfare and apologized for the delay.

Public Speakers:

- Joe Graubert spoke about zoning codes and how they should not be readopted and rezoned as many citizens are against it.
- Charles Ness would like the town to reconsider its building permit codes for the expansion of a private home and presented details. He has posted a petition on line to get community support.
- Steve Bernard spoke in support of the building permit code change for private home expansion and said it would give families the opportunity to stay in their homes and not have to move out of the community.
- Jeff Platt spoke on the sand issue and urged the Commission to make a unanimous decision which would be good for the town and their most prized possession our beaches.
- Steven Parker wanted to thank Chief Allen and the police presence on 95<sup>th</sup> Street and Byron as people have a tendency to speed around and go through stop signs. He also mentioned allowing left turns on Abbott on 96<sup>th</sup> street as previously discussed at the last Commission Meeting.

The Mayor asked that the lot size coverage code be placed on the Planning and Zoning agenda for discussion. The Mayor received three affirmative responses from the Commission.

No one else wishing to speak the Mayor closed Good and Welfare.

## **7. Town Manager and Town Attorney Reports**

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

## **8. Unfinished Business and New Business**

The Town Manager wanted it on record that the Lukes Landscaping contract will be terminated and as per contract conditions they will receive ninety days notice. We will put the item out to bid and retain Lukes on a monthly basis until all bids are in.

Vice Mayor Tourgeman made a motion to terminate the Lukes Landscaping contract with the provision we can continue on a month to month basis. The motion received a second from Commissioner Olchyk and all voted in favor.

## **9. Mayor, Commission and Staff Communications**

### **A. Policy Regarding Walking Dogs on the Narrow Walk Path (Upper Beach Walking Path) – Commissioner Marta Olchyk**

After some discussion the signs will be left as a deterrent but the town will not enforce it.

### **B. Historical Preservation (linked with Item 5A)**

1. Discussion on Historical Presentation – Commissioner Marta Olchyk
2. Demolition Permit Information – Rosendo Prieto, Building Official

**C. Report on Eruv (FDEP Authorization) – Rosendo Prieto, Building Official**

Town Manager Crotty gave an update on the item.

Public Speakers

-Marianne Meisheid said she wanted to speak about accountability. She watched the poles go up on the dunes with a police escort and was told by the installers they had a permit. She contacted the Public Works Director and was told this fell through the cracks as there was no permit. She asked who paid for the police escort and how we can proceed as they were working without a permit. They were told to remove the poles and would like to know where the enforcement is in the town and is very concerned about this. New installation has gone forward and she is very upset that the residents of Surfside could not voice their views to the Commission and the Eruv Council.

Town Manager Crotty responded to Ms. Meisheid's concerns and said the permit was issued by the FDEP and the town has no regulatory authority as to the Eruv poles on the beach as it falls under the jurisdiction of FDEP. He also stated that the signs were not authorized or paid for by the town and the police escort would be paid for by the installer.

Mayor Dietch explained this was not in our jurisdiction but he was in contact with FDEP and the Eruv Council and requested that they not go forward until after this evening's meeting to give the town and citizens the opportunity to express their views. However, they did not honor his request and went forward on the installation. Mayor Dietch expressed his frustration that they would not extend the courtesy to hear from the town. The Mayor said he invited the Eruv Council to the meeting to speak to the public and address their concerns.

-Rabbi Phineas Weberman said the poles were installed with a permit from the State of Florida. The Rabbi gave an overview on the subject and answered some of the questions posed by the Mayor. Mr. Kaufman from the Eruv Council said the town was contacted with drawings of what was to be done and had all permits. The Mayor disagreed and said they did not have a proper permit from the town and what was installed should be compliant to DEP.

-Monica Grandeze said she has respect for all religions but her concern was about the material of the poles. The first ones installed were made of pvc and the second ones are now made of metal. Her concern is the attraction to lightning as the State of Florida is known for lightning strikes. Mayor Dietch asked the Town Manager to follow up on the materials to be used with the DEP. The Rabbi invited the public to come to the synagogue where all will be explained. He also said the poles are not metal but plastic and the strings are nylon.

-Lou Cohen said what bothered him was that the signage indicated that the Town of Surfside sponsored the project.

Mayor Dietch said for the record, the fiberglass poles have a less visual impact than the pvc poles and would prefer they stay with the fiberglass.

- D. **Medical Marijuana** –Michael P. Crotty, Town Manager  
The Town Attorney said there will be a first reading ordinance in October. The Mayor suggested it go to Planning and Zoning in September for discussion before the Commission October meeting.
- E. **Solid Waste Rate Structure (Verbal Report and Request for Workshop on September 23, 2014)**– Donald Nelson, Finance Director and Joseph Kroll, Public Works Director  
Town Manager Crotty said a written report will be given to the Commission.
- F. **Surfside Seawall Replacement Project Bid Value Engineering** – Chris Giordano, CGA

Vice Mayor Tourgeman made a motion to defer the item. Mayor Dietch made a friendly amendment that the item is brought back with options for only doing the severe and a phasing plan for how to address the moderate. The Vice Mayor accepted the friendly amendment. The motion received a second from Commissioner Olchyk and all voted in favor.

Mr. Giordano said the severe amounted to \$615,000.

- G. **Salary for Commission Members (Verbal)** – Vice Mayor Eli Tourgeman  
The Vice Mayor presented the item and said we should start to explore this and see what other communities are doing. The Vice Mayor, Commissioners Cohen and Olchyk supported researching the item. The Mayor and Commissioner Olchyk were in opposition.

At 11:30 p.m. Vice Mayor Tourgeman made a motion to extend the meeting five minutes. The motion received a second from Commissioner Karukin and all voted in favor.

- H. **Discussion on Future Meetings and Consideration of Rescheduling the September 11 Special Meeting on Presentation of Sand Report (Verbal)** – Michael P. Crotty, Town Manager  
An alternative date had been discussed by the Sand Committee but it was decided by the Commission that the meeting stand for September 11.

- I. **Zoning in Progress for Service Uses in the Business District** – Vice Mayor Eli Tourgeman  
Town Planner Sarah Sinatra will prepare something and present it to DVAC.

At 11:35 p.m. Commissioner Karukin made a motion to extend the meeting five minutes. The motion received a second from Vice Mayor Tourgeman and all voted in favor.

## 10. Adjournment

There being no further business to come before the Commission, the meeting adjourned at 11:45 p.m.

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Daniel Dietch, Mayor

Attest:

\_\_\_\_\_  
Sandra Novoa, CMC  
Town Clerk



**Town of Surfside  
Town Commission Meeting  
MINUTES**

**September 11, 2014**

**6 p.m.**

Town Hall Commission Chambers - 9293 Harding Ave, 2<sup>nd</sup> Floor  
Surfside, FL 33154

**1. Opening**

**A. Call to Order**

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

**B. Roll Call of Members**

Town Clerk Sandra Novoa called the roll with the following members present: Mayor Dietch, Commissioner Karukin, Commissioner Olchyk and Commissioner Cohen. Vice Mayor Tourgeman was absent.

**C. Pledge of Allegiance**

Chief Allen led the Pledge of Allegiance

**2. Town Manager Search – Mayor Daniel Dietch**

Mayor Dietch explained that the original scheduled meeting was to approve an employment agreement with Mr. William Evans but Mr. Evans withdrew his application and staff needed direction.

Commissioner Karukin made a motion to cancel the solicitation and start a new recruitment process. Commissioner Olchyk seconded the motion and all voted in favor.

After a brief discussion Commissioner Karukin made a motion directing the Town Manager to engage with the firm of Colin Baenziger & Associates and move forward with a search.

Commissioner Olchyk did not agree with the proposed motion. She stated that there are other firms and that she was not aware of the cost of this firm. She suggested that if the Town was unable to find someone within a period of six (6) weeks, maybe finding an Interim Manager for a couple of months will help the Town. She feels that the Town is not in the position of spending \$20,000 – \$25,000.

Commissioner Karukin stated that in his opinion this was the right thing to do. He mentioned that in his opinion this process should be done professionally and methodically and do what other Towns do when they search for an executive position. He is against conducting this search as an in house effort and urged his fellow Commissioners to vote in favor of hiring a professional firm.

Commissioner Cohen seconded Commissioner Karukin's motion to engage a search firm.

Commissioner Olchyk stated that the Human Resources Director has done a very good job when recruiting other individuals and she is very capable to do it again. She stated that the Commission gave her a very short window for the recruitment process. She suggested providing the Human Resources Director a wider period of time to conduct a search, the Town could save \$25,000.

Town Clerk Sandra Novoa called the roll. The motion carried 3-1 with Commissioner Olchyk voting in opposition.

### 3. Adjournment

There being no further business to come before the Commission, the meeting adjourned at 6:10 p.m.

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Daniel Dietch, Mayor

Attest:

\_\_\_\_\_  
Sandra Novoa, CMC  
Town Clerk



**Town of Surfside  
Special Town Commission Meeting  
Sand Report  
MINUTES  
September 11, 2014  
7 p.m.**

Town Hall Commission Chambers - 9293 Harding Ave, 2<sup>nd</sup> Floor  
Surfside, FL 33154

**1. Opening**

**A. Call to Order**

Mayor Dietch called the meeting to order at 7:04p.m.

**B. Roll Call of Members**

Recording Clerk, Frantza Duval, called the roll with the following members present: Mayor Dietch, Commissioner Olchyk, Commissioner Cohen, and Commissioner Karukin. Vice Mayor Tourgeman was absent.

**C. Pledge of Allegiance**

Joseph S. Kroll led the Pledge of Allegiance.

Mayor Dietch acknowledged all members of the Sand Committee and consultants who were present at the meeting this evening.

**2. Sand Committee Final Report – Michael P. Crotty, Town Manager**

**A. Presentation**

The Town Manager presented the final report that included a summary of the committee's recommendation. It includes a sand solution of scraping the beach and placing in the dunes/street access area.

It also includes recommendations for standing beach committee and an urging resolution to the state.

Gordon Thomson provided a brief overview of the options originally presented to the sand committee.

Commissioner Karukin inquired about the available funds to cover the cost. Town Manager advised that it needs to be resolved with the Surf Club in the form of a proposal.

The proposal will be brought back to the Town Commission in October.

Commissioner Cohen inquired as to what the purpose of the sand removal.

Town Manager advised that residents were concerned with the toxicity and color of the sand.

The following individuals provided their feedback and concerns regarding the final sand report:

- Maurice Peter Neville
- George Kousoulas
- Norma Parron
- Marianne Meisheid
- Dr. Stephen Leatherman
- Howard Weinberg
- David Raymond
- Jeffrey Platt
- Deborah Cimadevilla
- Monica Grandeze
- Larisa Alonso
- Rob Ludicke
- Renee Tischler
- Lee Gottlieb

**B. Discussion**

The Town Commission advised that they are in favor of the Sand Committee's recommendation.

Commissioner Karukin inquired about the establishment of the beach committee. Mayor Dietch advised that a charter needs to be created.

Commissioner Karukin wants to move forward with the committee and want to move forward creating a resolution for the next Commission meeting in October.

Commissioner Karukin would also like to see added to the urging resolution language added about underground excavation before going to the state. Town Attorney, Linda Miller, advised that it will come before the Town Commission at the October Commission meeting.

Mayor Dietch advised that the urging resolution will be sent to other coastal communities.

Mayor Dietch inquired if scraping is permissible. Gordon Thomson advised that it is permissible as per conversations from Florida Department of Environmental Protection (FDEP).

Mayor Dietch wants to add to the recommendation that the scraping be done after testing is done.

Mayor Dietch suggested having an Ex-Officio member on the standing committee, who could perhaps be a consultant with experience/knowledge in beach management issues.

Mayor Dietch advised that the term permanent has a connotation as it relates to the charter and wants it removed from committee title.

**C. Commission Action on Report Recommendations:**

**1. Sand Recommendation**

Commissioner Karukin made a motion to accept the committee's recommendation subject to all appropriate permits, including placing sand below the high water mark, and compliance with surfside committee establishment regulations; with modifications to the urging resolution as previously discussed; Commissioner Cohen seconded the motion. The motion passes unanimously.

**2. Urging Resolution**

This item was previously discussed and the Town Commission motioned to move forward with the resolution pending amendments to be made.

**3. Establishment of Permanent Beach Committee**

This item was previously discussed and the Town Commission motioned to move forward with the establishment of the beach committee.

**3. Resolution Authorizing CB&I Environmental & Infrastructure, Inc.**

**A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING THE TOWN MANAGER TO RETAIN CB&I ENVIRONMENTAL & INFRASTRUCTURE, INC., ("CB&I") TO ASSIST AND PROVIDE THE TOWN COASTAL ENGINEERING SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT FOR RETENTION OF CB&I FOR CONSULTING AND ENGINEERING SERVICES; AUTHORIZING THE APPROPRIATION AND EXPENDITURE FROM THE FISCAL YEAR 2013/2014 BUDGET NOT TO EXCEED \$16,496.00 FROM THE GENERAL FUND, NON-DEPARTMENTAL ACCOUNT NO. 001-7900-590-3110; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Commissioner Olchyk voiced her concerns with moving forward with CB & I. She doesn't like the idea of just accepting or moving forward with a business every time there's an emergency.

Commissioner Karukin made a motion to accept the resolution authorizing CB&I Environmental & Infrastructure, Inc. to provide coastal engineering services to the Town; Commissioner Cohen seconded the motion.

The motion passes 3-1 with Commissioner Olchyk voting in opposition. Vice Mayor Tourgeman is absent for the vote.

Commissioner Olchyk exited the meeting at 8:56pm

#### **4. Adjournment**

There being no further business to come before the Commission, the meeting adjourned at 8:58pm.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Daniel Dietch, Mayor

Attest:

\_\_\_\_\_  
Sandra Novoa, CMC  
Town Clerk

**TOWN OF SURFSIDE, FLORIDA  
MONTHLY BUDGET TO ACTUAL SUMMARY  
FISCAL YEAR 2013/2014**

**AS OF**

**July 31, 2014**

**83% OF YEAR EXPIRED (BENCHMARK)**

Agenda Item #

Page

1 of 3

Agenda Date: **October 14, 2014**

<b>GOVERNMENTAL FUNDS</b>
---------------------------

<b>ACTUAL</b>
---------------

<b>ANNUAL BUDGETED</b>	<b>% BUDGET</b>
------------------------	-----------------

**GENERAL FUND**

REVENUE	\$ 10,599,232	\$12,197,616	87%
EXPENDITURES	8,899,441	\$12,197,616	73%
Net Change in Fund Balance	1,699,791		
Fund Balance-September 30, 2013 (Audited)	5,304,042		
Fund Balance-July 31, 2014 (Reserves)	\$ 7,003,833		

**RESORT TAX (TEDAC SHARE)**

REVENUE	\$ 261,295	\$287,471	91%
EXPENDITURES	250,066	\$287,471	87%
Net Change in Fund Balance	11,229		
Fund Balance-September 30, 2013 (Audited)	94,497		
Fund Balance-July 31, 2014 (Reserves)	\$ 105,726		

**POLICE FORFEITURE/CONFISCATION**

REVENUE	\$ 32,709	\$46,000	71%
EXPENDITURES	48,257	\$46,000	105%
Net Change in Fund Balance	\$ (15,548)		
Fund Balance-September 30, 2013 (Audited)	138,143		
Fund Balance-July 31, 2014 (Reserves)	\$ 122,595		

**TRANSPORTATION SURTAX**

REVENUE	\$ 392,783	\$196,916	199%
EXPENDITURES	151,668	\$196,916	77%
Net Change in Fund Balance	241,115		
Fund Balance-September 30, 2013 (Audited)	131,475		
Fund Balance-July 31, 2014 (Reserves)	\$ 372,590		

**CAPITAL PROJECTS**

REVENUE	\$ 1,212,389	\$1,054,770	115%
EXPENDITURES	1,391,203	\$1,054,770	132%
Net Change in Fund Balance	(178,814)		
Fund Balance-September 30, 2013 (Audited)	255,263		
Fund Balance-July 31, 2014 (Reserves)	\$ 76,449		

**NOTES:**

\* Many revenues are received in subsequent months (timing difference) and are recorded on a cash basis in the month received.

A. Includes \$2,000,000 available for hurricane/emergencies. The balance of \$3,304,042 is unassigned fund balance (reserves).

B. Resort Tax Revenues for July 2014 are received in August 2014, the (Total collected through July 2014 is \$684,394) (\$261,295 is for TEDAC and \$423,099 is the General Fund).

**ENTERPRISE FUNDS**

**ACTUAL**

<b>ANNUAL BUDGETED</b>	<b>% BUDGET</b>
------------------------	-----------------

**WATER & SEWER**

REVENUE	\$ 2,362,118	\$3,190,000	74%
EXPENDITURES	1,900,803	\$3,190,000	60%
Change in Net Position	461,315		
Unrestricted Net Position-September 30, 2013 (Audited)	(5,261,333) C1		
Restricted Net Position	1,260,776 C2		
Capital Project Expenses to date for Water & Sewer	(101,293)	\$0	
Unrestricted Net Position-July 31, 2014 (Reserves)	<u>\$ (3,640,535)</u>		

**MUNICIPAL PARKING**

REVENUE	\$ 851,986	\$1,052,185	81%
EXPENDITURES	813,599	\$972,185	84%
Change in Net Position	38,387		
Unrestricted Net Position-September 30, 2013 (Audited)	1,066,574		
Capital Project Expenses to date for Municipal Parking	-	\$80,000	
Unrestricted Net Position-July 31, 2014 (Reserves)	<u>\$ 1,104,961</u>		

**SOLID WASTE**

REVENUE	\$ 1,215,860	\$1,336,241	91%
EXPENDITURES	1,086,434	\$1,336,241	81%
Change in Net Position	129,426		
Unrestricted Net Position-September 30, 2013 (Audited)	227,274		
Unrestricted Net Position-July 31, 2014 (Reserves)	<u>\$ 356,700</u>		

**STORMWATER**

REVENUE	\$ 414,079	\$505,000	82%
EXPENDITURES	297,213	\$505,000	59%
Change in Net Position	116,866		
Unrestricted Net Position-September 30, 2013 (Audited)	2,520,512		
Restricted Net Position	347,140 C3		
Capital Project Expenses to date for Storm Water	(61,140)	\$0	
Unrestricted Net Position-July 31, 2014 (Reserves)	<u>\$ 2,923,378</u>		

**NOTES:(con't)**

C1. The reserves balance of (\$3,640,535) is the result of a change in current net position as of July 2014 of \$461,315, net position as of September 30, 2013 of (\$5,261,333) includes \$651,144 for rate stabilization, plus Restricted Net Position of \$1,260,776, less Capital Project expenses of (\$101,293) paid through July 2014 on the Utility Project.

C2. The Restricted Net Position of \$1,260,776 includes \$1,017,776 for renewal and replacement, and \$243,000 for State Revolving Loan reserves.

C3. The Restricted Net Position of \$347,140 includes \$266,140 for renewal and replacement, \$81,000 for State Revolving Loan reserves.

  
Donald G. Nelson, Finance Director

  
Michael P. Crotty, Town Manager

\*\*ATTACHMENT

**Town of Surfside**  
**Fund Balance (Reserves)**  
**July 31, 2014**

FUND	9/30/2011	9/30/2012	9/30/2013	7/31/2014
General	\$ 4,256,315	\$ 5,266,374	\$ 5,304,042	\$ 7,003,833
Resort Tax	184,867	171,496	94,497	105,726
Police Forfeiture	117,889	122,272	138,143	122,595
Transportation Surtax	235,760	122,302	131,475	372,590
Capital	395,754	132,783	255,263	76,449
Water & Sewer	2,692,379	(1,931,707)	(5,261,333)	(3,640,535)
Parking	1,385,581	1,258,325	1,066,574	1,104,961
Solid Waste	207,462	228,437	227,274	356,700
Stormwater	342,240	104,651	2,520,512	2,923,378
<b>Total</b>	<b>\$ 9,826,247</b>	<b>\$ 5,474,933</b>	<b>\$ 4,476,447</b>	<b>\$ 8,425,697</b>

TOWN OF SURFSIDE, FLORIDA

STATEMENT OF NET POSITION  
PROPRIETARY FUNDS

SEPTEMBER 30, 2013

	Business-type Activities - Enterprise Funds				Totals
	Water and Sewer	Municipal Parking	Sanitation	Stormwater Utility	
<b>Assets</b>					
<b>Current Assets</b>					
Cash and cash equivalents	\$ 38,012	\$ 189,725	\$ 271,463	\$ --	\$ 499,200
Accounts receivable, net	647,746	15,661	80,505	96,705	840,617
Due from other funds	--	916,291	--	2,860,408	3,776,699
Due from other governments	--	--	7,105	--	7,105
Prepaid items	17,180	2,950	6,575	885	27,590
<b>Total Current Assets</b>	<b>702,938</b>	<b>1,124,627</b>	<b>365,648</b>	<b>2,957,998</b>	<b>5,151,211</b>
<b>Noncurrent Assets</b>					
Investments	5,873	--	--	--	5,873
Restricted cash and cash equivalents	1,906,402	--	--	1,526,621	3,433,023
<b>Capital Assets</b>					
Construction in progress	22,426,000	--	--	2,962,873	25,388,873
Land	--	1,358,011	--	--	1,358,011
Infrastructure	1,273,252	1,427,934	--	267,828	2,969,014
Equipment	157,215	468,019	378,200	--	1,003,434
	23,856,467	3,253,964	378,200	3,230,701	30,719,332
Less: accumulated depreciation	(1,299,278)	(894,544)	(312,432)	(100,278)	(2,606,532)
<b>Total Capital Assets, Net</b>	<b>22,557,189</b>	<b>2,359,420</b>	<b>65,768</b>	<b>3,130,423</b>	<b>28,112,800</b>
<b>Total Noncurrent Assets</b>	<b>24,469,464</b>	<b>2,359,420</b>	<b>65,768</b>	<b>4,657,044</b>	<b>31,551,696</b>
<b>Total Assets</b>	<b>25,172,402</b>	<b>3,484,047</b>	<b>431,416</b>	<b>7,615,042</b>	<b>36,702,907</b>
<b>Liabilities</b>					
<b>Current Liabilities</b>					
Accounts payable	407,449	29,678	28,006	23,365	488,498
Accrued liabilities	50,857	10,604	17,980	2,849	82,290
Due to other funds	3,776,699	--	--	--	3,776,699
Due to other governments	69,838	--	--	--	69,838
Interest payable	183,502	--	--	61,167	244,669
Retainage payable	355,474	--	--	36,485	391,959
Current portion note payable	--	80,000	--	--	80,000
Current portion of revenue bonds payable	410,055	--	--	136,685	546,740
Current portion of state revolving loan payable	158,987	--	--	52,996	211,983
Compensated absences	2,101	727	6,791	39	9,658
Customer deposits	188,664	6,860	8,611	--	204,135
<b>Total Current Liabilities</b>	<b>5,603,626</b>	<b>127,869</b>	<b>61,388</b>	<b>313,586</b>	<b>6,106,469</b>
<b>Noncurrent Liabilities</b>					
Net OPEB obligation	11,341	3,636	15,864	2,573	33,414
Compensated absences	18,917	6,548	61,122	353	86,940
Revenue bonds payable	7,781,967	--	--	2,656,641	10,438,608
State revolving loan payable	5,282,895	--	--	1,760,966	7,043,861
<b>Total Noncurrent Liabilities</b>	<b>13,095,120</b>	<b>10,184</b>	<b>76,986</b>	<b>4,420,533</b>	<b>17,602,823</b>
<b>Total Liabilities</b>	<b>18,698,746</b>	<b>138,053</b>	<b>138,374</b>	<b>4,734,119</b>	<b>23,709,292</b>
<b>Deferred Inflows of Resources</b>					
Unearned revenue	18,839	6,860	8,611	--	34,310
<b>Net Position</b>					
Net investment in capital assets	10,474,213	2,279,420	65,768	13,271	12,832,672
Restricted for renewal and replacement	1,017,776	--	--	266,140	1,283,916
Restricted for loan reserve	243,000	--	--	81,000	324,000
Unrestricted	(5,261,333)	1,066,574	227,274	2,520,512	(1,446,973)
<b>Total Net Position</b>	<b>\$ 6,473,656</b>	<b>\$ 3,345,994</b>	<b>\$ 293,042</b>	<b>\$ 2,880,923</b>	<b>\$ 12,993,615</b>

The accompanying notes are an integral part of these financial statements.



## Town of Surfside

Town Hall Commission Chambers - 9293 Harding Ave, 2<sup>nd</sup> Fl  
Surfside, FL 33154

### TOWN MANAGER'S REPORT OCTOBER 2014

#### COMMUNITY PROGRAMS/INITIATIVES/ENHANCEMENTS

##### **1. Bus Service - Multi-jurisdictional Study – Bus Service Improvements and Operational Efficiencies**

Discussions have now been completed with the Managers of Bal Harbour, Bay Harbor Islands and Sunny Isles Beach. Each municipality has expressed its desire to participate in this multi-jurisdictional transportation analysis in order to provide a bus transportation system that is more responsive to its residents ridership needs by attempting to provide a coordinated schedule and routes; expand designation options (Mount Sinai; Aventura Mall, etc.); reduce costs by eliminating overlapping routes and number of vehicles; and provide linkages to the Miami-Dade transportation system.

Miami-Dade CITT has agreed to organize the coordination of the three bus circulators (Surfside, Bal Harbour and Bay Harbor) in an attempt to identify a more efficient routing that would reduce the overall operating costs.

Each community will appoint a contact person to identify the stops that are necessary. Sunny Isles did not attend but will be asked to participate. Expected timeline for this effort is three (3) months, at which time a revised routing plan should be available for local review, ultimately leading to an interlocal agreement. Duncan Tavares will serve as the Town's representative. The Finance Director, Donald Nelson attended the CITT Municipal Transportation Workshop on behalf of the Town on July 24, 2014.

A meeting was held on August 21, 2014 between MD CITT and the Surf-Bal-Bay representatives. MD CITT discussed the ridership statistics provided by each community and discussions continued on coordinating all of the schedules as well as possible connector locations. The next meeting was earmarked for mid-September to formalize route options with the objective of bringing these before the respective communities in the Fall for feedback. A meeting was also held on August 22, 2014 with the TEDACS, Finance, Parks and Recreation, and Public Works Departments to discuss the recent CITT workshop, plans for a coordinated route and other aspects related to the shuttle such as the existing contract.

A follow up meeting between MD CITT and Surf-Bal-Bay representatives was hosted on September 17, 2014 in Surfside. Representatives from Sunny Isles Beach and Miami-Dade Transit (MDT) were also in attendance. MDT has agreed to review all of the schedules and provide recommendations on

better coordination by mid-October. The TEDACS Director will follow up with them to ensure that this process proceeds on a timely basis notwithstanding the multi-jurisdictional coordination complexities. Surfside's position of having this completed as soon as possible is known by all involved.

## **2. Joint Skate Park with City of Miami Beach**

The proposal of a skate park located between 86th and 87th streets through a partnership between the Town of Surfside and Miami Beach was presented by Miami Beach Parks and Recreation Department to the Miami Beach Commission on January 15, 2014. The Miami Beach Commission requested staff to prepare a comprehensive Master Plan for the considerable amount of land in the very extreme north area of Miami Beach owned by the City. The City Commissioners indicated that this area should be developed as part of an overall plan. Miami Beach staff reports that the recreational master planning process for the North Beach area is moving forward and a skate park is included in the project; however, the location will likely be several blocks to the south and incorporated near or in the development of a recreation complex at the Log Cabin site.

At the April 23 Miami Beach Commission meeting, follow-up discussion was held and the Commission did not support a skate park in this vicinity. Miami Beach Parks and Recreation Director John Rebar wrote following the April 23 meeting that, "at this time, Commission is not in support of a skate park anywhere along the west lots 79th through 87th. These lots are now part of a much larger North Beach revitalization plan. The direction is to not invest any capital funds on these lots until the long range vision has been determined". Discussions will continue to explore these options with Miami Beach representatives.

## **3. Citizen Survey**

Identified as an item in the "Manager's Transition: Status Report and Work Plan", with \$5000 allocated in the approved FY 13/14 budget for this initiative, the TEDACS Director is in the process of contacting the following vendors for proposals:

- Barry University (conducted North Bay Village's survey)
- FIU Metropolitan Center (approached by the Town to conduct a survey in 2011)
- Kerr & Downs (conducted Miami Beach's survey)

This item is earmarked as a Town Commission discussion item at the October 14, 2014 meeting.  
**(Agenda Item)**

## **4. Film Ordinance**

The TEDACS Director, Town Attorney's Office and Code Compliance Director met with Sandy Lighterman, Film and Commissioner (Miami-Dade), on August 14, 2014 to discuss a possible interlocal agreement with the Town. This is earmarked as a discussion item for the Town Commission at the November 18, 2014 meeting and is part of the Town Manager's Transition Plan.

## **5. Miami-Dade Design (Climate Resiliency, Sustainability and Mitigation) Charrette Group 2**

Also identified in the Town Manager's Transition Plan, an initial meeting was spearheaded by the Tropical Audubon Society on June 21, 2014. At that meeting groups were formed according to location. Group 2 consisted of attendees from coastal communities including Mayor Dietch and the TEDACS Director. A laundry list of items to address was conceived with a commitment from the group to conduct a subsequent meeting. On August 26, 2014, members of Group 2 met at the Surfside Community Center. The group is committed to create a presentation on achievable initiatives and programs that can be used to educate the community. The next meeting was earmarked to be scheduled for early October.

The follow up meeting is presently on hold (a meeting will not take place in October) due to the unavailability of participants. More information will be provided to the Town Commission when it becomes available.

## **DOWNTOWN BUSINESS DISTRICT AND TOURISM**

### **6. Sidewalk Ordinance Implementation**

Sidewalk Café permit applications were included with the LBTR/CU renewals which were sent to businesses in July. Businesses, which have sidewalk cafés, will be required to submit their application with LBTR/CU renewal or cease the sidewalk café. Reminders were provided in September for those who have not yet submitted an application. Finance Department staff will provide a list of businesses that have not made sidewalk café application once they complete processing all LBTR and CU application packages with courtesy notices being issued following receipt of the list. Civil Violation Notices to cease and desist will follow, including notice that sidewalk café furnishings and equipment will be removed by the Town.

### **7. Parking Structure Feasibility Study**

The report entitled "Parking Solution: The Next Step" was presented to the Commission on April 1, 2014 and was an agenda item for the April 8 Commission meeting.

At the May meeting, the Commission approved the proposal of Lambert Advisory to assist in the process of evaluating the Public Private Partnership (P3) recommendation contained in the April 1, 2014 report for the Post Office site. The initial work to be undertaken includes necessary economic/market analysis to ultimately determine feasibility of a P3 and identification of strategic opportunities to ensure a successful P3.

Due to the heightened interest in development opportunities, the Town has recently been approached by multiple parties interested in public private partnership opportunities for the Abbott, Post Office and 94th Street Parking Lots. The Town's parking study identifies these three lots as the potential locations for a parking structure to address the Town's parking deficit. The development community has expressed much interest in the programs identified in the study and has asked the Town for the next steps to proceed with a partnership.

In order to avoid receiving numerous unsolicited proposals/inquiries, Staff is requesting direction. Staff recommends that the Town issue a Request for Information (RFI) to receive concepts from the development community. This method would provide the development community with the opportunity to submit design concepts/interest and possible financial options to the Town Commission to allow an informed discussion.

Staff believes that this approach will enable options to be more clearly identified and possibly provide a quicker parking solution. **(Agenda Item)**

## **8. Five Year Tourism Strategic Plan**

The new Tourist Board Members have been provided with the Plan as well as the Resort Tax Ordinance (including the recommended changes), FY 13/14 Budget documents etc. The Tourist Board will focus on the FY 14/15 budget as identified in the Five Year Tourism Strategic Plan over the next couple of months. The joint meeting of the Town Commission and Tourist Board scheduled for October 6, 2014 to discuss revising the Resort Tax Ordinance and to address the Board's governance, authority and composition was cancelled due to attendance issues.

**Holiday Lights:** Following the Tourist Board and Town Commission approvals for holiday lights to be installed in the Harding Avenue Business District, a logistics meeting was held with the vendor (Miami Christmas Lights), TEDACS Director, Public Works Director, Lukes Landscaping and the Police Chief on August 21, 2014. Once an install time period is identified, the Town Commission, community and business district will be notified. The lights are earmarked to be ready to light by November 21, 2014. The Public Works Department is working on securing a new nativity scene for the upcoming season.

**Mobile App:** The Tourist Board approved funding a mobile app at the August 11, 2014 meeting. This app will promote the Town's hotels, stores and restaurants. It will also be used to promote events such as Third Thursdays and has the capability of expanding into a communication tool to locate and pay for parking. The agreement will come before the Town Commission at the October 14, 2014 meeting for consent as it already has the Tourist Board's approval. **(Agenda Item)**

**Sister Cities:** This initiative, while approved by the previous Tourist Board, is set for discussion by the new Tourist Board at their November 3, 2014 meeting. The focus will be on educating the Board on this initiative and to determine a path forward.

**Benches:** Prior to the downtown streetscape project, sponsorship of downtown benches was explored as a means to secure seating in the downtown district. While there was interest from a number of businesses at the time, this initiative was put on hold due to the improvement project and the committee choice of benches that cost more than the previously discussed sponsorship amount. The Town Commission will address particulars of a bench sponsorship initiative at the October 14, 2014 meeting. **(Agenda Item)**

**DVAC:** The next DVAC meeting is scheduled for Monday, October 27, 2014.

## **INFRASTRUCTURE AND UTILITIES**

### **9. 95th Street End Project**

The 95th Street End Project has started. Luke's Landscape has cleared and removed all un-transplantable vegetation. Many of the palms were relocated to the designed locations within the project limits. New palms have been brought in for the north boundary line. All of the fill material has been brought in and spread to grade. Base rock has been put down for the sidewalks and the paver system. Concrete sidewalks and stairs are scheduled to be installed on October 8 and 9; irrigation scheduled for the week of October 15; and pavers scheduled to be delivered October 21 with installation from October 22 to 24. The project is moving along with completion set for November.

### **10. Seawall Project**

Per the direction of the Commission, a report was scheduled for the September Commission meeting recommending a plan to address seawall deficiencies within available resources. However, due to the length of other agenda items, this item was delayed until the October meeting. (**Agenda Item**)

### **11. Community Center Expansion: Second Floor Addition**

During the December 17, 2012 Parks and Recreation Committee meeting, the second floor of the Community Center was listed by the Committee as the top priority for the Parks and Recreation Infrastructure Plan. The FY 13/14 proposed budget contains \$100,000 funding from voluntary proffers to undertake conceptual planning and design of projects including the second story addition to the Community Center. This funding was subject to the Commission approving a Five Year Capital Parks and Recreation Plan. The Resolution adopting the Five Year Capital Parks and Recreation Plan was approved at the September 17 Commission meeting.

The Town Manager moderated a May 14, 2014 Community Discussion to kick-off this community project. The objective of the discussion was to arrive at a consensus of the process to be utilized. It was suggested that the process should appropriately be led by the Parks and Recreation Committee and the Tourist Board as their responsibilities are closely aligned with most aspects of the Community Center.

A joint meeting between the Parks and Recreation Committee and Tourist Board was held on May 19, 2014 to review the possibility of forming a joint Community Center Expansion Committee. This concept was approved and the first official meeting of the Committee was held on June 9, 2014. This meeting was televised on Channel 77. Information was provided to the Committee on past proposals for a second floor to the Community Center. The Committee will review this information and start to formulate and provide a priority list of what should be included on the second floor.

The second scheduled meeting was held on July 7, 2014 in the Commission Chambers. At this time it was requested by the Committee to have a proposed budget amount and to start a priority list during the next scheduled meeting on August 21, 2014.

These meetings will alternate between the regularly scheduled Parks and Recreation Committee and Tourist Board meetings monthly until the Fall. The goal is to have a recommendation for the Town Commission at that time.

Staff has completed a proposed construction budget and financing plan. Copies were provided to the Tourist Board and Parks and Recreation Committee at the August 21 meeting as requested.

At the August 21, 2014 meeting, the Committee voted to defer moving forward with a Community Center Expansion for two years due primarily to the concern of closing the facility for an extended amount of time after only 3-4 years of being open.

At the September 22, 2014 meeting, the Committee voted to defer moving forward with a Community Center Expansion for two years due primarily to the concern of closing the facility for an extended amount of time after only 3-4 years of being open. The cost of conducting a structural engineering evaluation of the existing building more sooner than later, was reviewed by the Committee during the September meeting and was voted by the Committee 4-3 not to move forward with the evaluation at this time. The cost of the evaluation was \$9,400. A final report from the Committee will be presented to the Town Commission at the October 14, 2014 meeting. The report will be presented by Committee Chair Retta Logan. **(Agenda Item)**

## **12. Biscaya Drainage**

The project began on September 21, 2014. Staff approached this project working from the south to the north. Two drainage structures have been installed and approximately 350 feet of drainage pipe. This is a very slow moving, tedious project due to many water, sewer, and gas lines that have to be carefully dug beneath to place the new drainage pipe. Work stopped due to a re-design of the de-watering portion which needed a permit to continue. The permit will be issued on October 7, 2014. Work will resume on October 13 due to staff having to manually read meters for water billing as the tower which transmit readings was hit by lightning. Staff is working diligently to complete this project and by the end of November and within budget. By doing this project in-house and not contracting it out, the Town is saving \$100,000.

## **13. Town Hall Improvements**

### **Town Hall**

Town Hall roof and chiller system projects have begun. DAC, Inc., the A/C company, is expecting delivery of the chiller system to Town Hall on October 21. Three operations are going on at the same time with these improvements. Because this is a complex project and all three improvements are necessary and must be worked on at the same time, the challenge has been to provide proper coordination and scheduling of the different components and contractors. Work will begin on October 13. Once completed, Town Hall will have a high-energy efficient A/C system, an insulated roof system and drain spouts to relive the roof of water when it rains. These improvements will pay for themselves within 7 years due to energy savings. Decon Environmental has also been contacted for inside repairs and remediation to begin after the roof and A/C are complete. This will entail new carpet, ceilings and painted walls in the Commission Chambers, Code Compliance office, training

room and Police Chief's office. The complete repair package is scheduled for completion by the first week of December 2014.

## **PLANNING, ZONING AND DEVELOPMENT**

### **14. The Shul Project**

The Shul application was heard at the February 27, 2014 Planning and Zoning Board meeting. An independent traffic consultant has been retained to analyze the study submitted by the Shul as well as review existing conditions. Further, Staff, FPL and Shul representatives have met to address the undergrounding in the alley. FPL has expressed concerns regarding the undergrounding. Staff is working towards achieving the original objective of undergrounding utilities in the alley as mutually agreed to by the Shul and the Town; and as approved by Planning and Zoning on February 27. The Town Commission will hear the site plan and special exception application on October 28, 2014. The application is being advertised in the Miami Herald as well as in the Town Manager's message in the October Gazette.

### **15. Historic Preservation**

The staff of the Miami-Dade Historic Preservation Board (Board) has identified 9 buildings along the west side of Collins Avenue as potentially historic structures. These include 9016, 9024, 9025, 9033, 9040, 9048, 9054, 9064 and 9340 Collins Avenue. The property owners were notified of the Board's interest in these buildings through a letter each property owner received notifying them that their property is now subject to a moratorium on all building permits until the Board held a public hearing to determine if the structure would be designated historic. The property owners contacted the Town asking for assistance in this matter. At that time, the Town contacted the Board's staff requesting a meeting to discuss the implications of this moratorium and inform them of the Town's ongoing plans, including the parking structure analysis and the discussion of development standards on the block between Collins and Harding. Based on Town staff discussion with the Board's staff, Town staff indicated that it would be appropriate to request a deferral of a decision by the Board. The Board meeting was held on June 18, 2014 and Town staff requested a six month deferral to provide for an opportunity to work with the Board's staff. An attorney for one of the affected property owners was also present and asked for a three month deferral. The Board granted a three month deferral of the decision to designate the properties historic.

The Town coordinated a meeting for residents with Historic Preservation Staff on September 10. This presented an opportunity for Historic Preservation Staff to inform residents of the process and get questions answered. Approximately 50 residents attended.

Town Staff attended the September 17, 2014 Board meeting to request a second deferral. The Board granted a six month deferral of the two applications that were being reviewed. Residents of the Seaway Condominium were in attendance at this meeting and requested that the Board direct their staff to begin an analysis of their building to determine if it is eligible for historic preservation. The Board voted to approve this request. A report on the Seaway may be back before the Board by November. Town Staff have asked the Board's staff to notify the Town of all correspondence occurring between the Historic Preservation Office and properties in Town.

The Building Official reports that Miami-Dade County's Office of Historic Preservation contacted the Building Department on July 24, 2014 requesting the review of plans for the following addresses:

- 9300 Collins Ave
- 9316 Collins Ave
- 9332 Collins Ave
- 9348 Collins Ave
- 9364 Collins Ave
- 9372 Collins Ave
- 9380 Collins Ave
- 9309-9317 Collins Ave

Property owner Bratt Holdings filed building demolition applications on August 1, 2014 for the following addresses, 9348 Collins, 9364 Collins and 9372 Collins. Property owner 9300 Collins Avenue Investment Group filed a building demolition application on August 8, 2014 for address 9300 Collins. Miami-Dade County's Office of Historic Preservation has not issued a moratorium on permits for these addresses and as such these applications will now precede any such abeyance on the permitting process.

On October 7, the County Commission will consider a Historic Preservation ordinance amending current provision. Staff reviewed the County's Historic Preservation amending ordinance sponsored by Commissioner Sally Heyman. Basically, if passed, it would be another tool available to municipalities to decide what direction it wants to proceed with historic preservation issues. Municipalities now under the County's Historic Preservation regulations must remain because they did not opt out in 1982 when that option was available. The amendment would allow municipalities to now opt out and establish their own Historic Preservation Boards/regulations. This is at the heart home rule where municipalities can determine for themselves how they wish to be governed. Therefore, this is something the Town should support as it would give us another tool in our home rule tool box.

Finally, if this amendment is adopted by the County Commission, it does not commit the Town to establishing its own Historic Preservation Board as there are many considerations prior to undertaking that effort. [Note: The ordinance passed on first reading by a reported 7-5 vote].

#### **16. Land Development Regulations – Block Between Harding and Collins Avenues**

At the September 30, 2013, Joint Planning and Zoning and Town Commission meeting, there was a discussion about the block between Collins and Harding Avenues and the high interest in redevelopment of this corridor. In an effort to stay ahead of the new construction, there was interest from both boards to prepare criteria to help guide future development into the desired development pattern. Based on that, a budget item was included for an analysis and preparation of zoning criteria which includes the following:

- Preparation of new zoning criteria and comparison of existing conditions

- A review of green book traffic engineering standards as well as Miami-Dade County and FDOT as it relates to mid-block accessibility, walkways, pedestrian activity
- Impacts to existing buildings and strategies for potential non-conformities such as if there is a modification to an existing building, under what circumstances would the entire development need to be brought up to the proposed code
- Consistency of new criteria with comprehensive plan, including the 1989 Comprehensive Plan, which provided for a study of this corridor
- Consistency of new criteria with other sections of the zoning code such as off-street parking, signs, accessory structures, conditional uses, landscaping
- Requirements for open space in terms of landscaping, public space
- Coordination with legal in terms of vested rights, reduced density or intensity resulting from new zoning criteria
- Design criteria for pedestrian walkways

At the June, 2014 Planning and Zoning meeting, the Board voted unanimously to establish this as a top priority. This project was funded in the FY 14/15 budget and the project will be underway immediately following the execution of the work authorization with CGA. A resolution is on the October agenda approving the work order for this project. **(Agenda Item)**

#### **17. Ten Year Water Supply Plan**

The Town is required to update its Ten Year Water Supply Plan including identifying any alternate water supply sources and analyzing/updating data from our current supplier. Funds for this project have been included in the FY 14/15 Budget. Work Authorization No. 89 – Ten Year Water Supply Plan has been executed with CGA in the amount of \$7,466.92.

### **TOWN COMMISSION**

#### **18. November 4, 2014 Special Election - Seven Ballot Questions for the Town Charter**

On the November 4, 2014 Election ballot, the Surfside residents will be presented with seven (7) Charter amendments: Qualifications for Office; Vacancy on Commission; Vacancy in Candidacy; Canvassing Board; Qualifying for Elected Office; Establishing Elected Officials' Staggered Terms and Increasing Town Commissioners' Terms from Two Years to Four Years; and Runoff Election.

The Office of the Town Attorney prepared a Voter's Guide which was distributed at the beginning of October 2014. The Voter's Guide is available on the Town's website [www.townofsurfsidefl.gov](http://www.townofsurfsidefl.gov) and will be broadcasted on Channel 77.

## **TOWN DEPARTMENTS**

### **Building Department**

#### **19. FEMA National Flood Insurance Program (NFIP)**

The CAV is now closed and we are awaiting a follow-up visit from FEMA. The date of the follow-up visit has not been determined.

#### **20. Community Rating System (CRS)**

Heidi Liles of the Insurance Services Office has sent out an email to her communities that were planning for a CRS Audit in 2014, stating that these communities will need to be postponed until 2015. The community verification visit date has not been determined but may occur in November/December as previously reported.

#### **21. Forty Year Building Certification for Collins, Harding, Abbott Avenues and Surfside Blvd.**

The 40 Year Building Certification Program is progressing as follows:

Reported certifications: 122 in present case file  
Completed certifications: 42  
Time extensions granted: 4  
Exempt from Certification: 3  
Vacant commercial properties: 11  
Sent to Code Enforcement for non-compliance: 9  
150 day repair order: 2  
On hold: 4

#### **22. Development Projects**

**The Chateau:** The Chateau permit was issued on September 29, 2014. This project has erected its second tower crane from onsite. No traffic impacts are expected in the near future.

**The Surf Club:** The Surf Club has continued its daily lane closures under approved MOT permits. No further traffic impacts have been requested for the immediate future. There is an early start request to conduct concrete operations for both the east and west parcels for Thursday, October 9, 2014 at 5:00 am. Unpermitted work on the sales center was stopped on Sunday, October 5, 2014.

**The Marriott:** The Marriott has conducted limited concrete operations from onsite. They have a single lane closure daytime, and are in the process of solving the previous two lane closure requests that have been rejected due to traffic and noise. Staff attempted to address lane closures at the project by allowing limited concrete pours overnight to avoid lane closures during daylight hours. Previously, major projects such as the force main; Collins repaving and 96th repaving were accomplished overnight to alleviate traffic congestion/back-ups. Staff met with neighbors abutting the Marriott

project and heard their concerns. The contractor was informed that no future overnight pours would be approved.

## **Code Compliance Department**

### **23. Sight Triangle (Hedges) and Corner Visibility**

At the June 19, 2014, Special Commission Meeting, the Commission: 1) directed the Administration and Town Attorney to prepare an ordinance amending the sight triangle provisions reflecting a reduction in the sight triangle from 25 feet to 15 feet provided we do not go into private property; 2) provided policy direction to enforce planting restrictions and keep public easements and right-of-ways clear of hedges and shrubs; 3) consider relocation of certain stop signs and stop bars when possible in keeping with County and Police regulations; 4) paint curbs to keep vehicles from parking too close to the intersections; 5) establish a process to provide relief to those properties identified as "true hardship" cases. Administration and Town Attorney staff met with Miami-Dade County Attorney and Public Works Engineering staff to confirm scope of regulatory authority and applicable regulations and plan to bring forth an ordinance amendment, for first reading, along with a proposed policy for the Commission's consideration at the October meeting. **(Agenda Item)**

## **Parks and Recreation**

### **24. Beach Management Agreement**

Progress on a Town/Miami-Dade County Beach Management Agreement is dependent upon the County receiving specific authorization from FDEP permitting the County to assign certain management responsibilities to local municipalities. The County sent a letter to FDEP on March 17, 2014 requesting a determination that the County can assign maintenance/regulations to local governments. The County once again has received a denial from the State to move forward with this request. At this time the County is not able to move forward on a staff level with any type of agreement. This has been an unsuccessful effort to this point despite Staff's efforts over the past couple of years. This has been identified as a priority for the new Town Manager on the Transition Plan.

### **25. Tennis Programing**

The Parks and Recreation Department will present options for operations including court rentals. The proposed budget did not include the funding request for the recreational software for the tennis facility. Due to budget constraints and the cost of the requested recreation software, other options will be explored. The Parks and Recreation Department will work with the Parks and Recreation Committee to review tennis court rentals and reservations. The Parks and Recreation Committee along with staff will look into the expansion of the tennis programing to include court fees. This will be completed by December and any changes in the operations will begin after the New Year.

## **26. Police Department**

### **A. Women's Self Defense Class**

The Surfside Police Department hosts ongoing Women's Self Defense Classes on Thursdays from 6:00 pm to 8:00 pm in the police training room. The training shows how to resist and how to escape a sexual assault. The techniques are easy-to-learn and easy-to-use. The training also shows how to escape a standing assault and what to do if the attacker has you pinned on the ground. These techniques do not require strength, speed or coordination and are perfect for women of all ages and physical types. Classes are free of charge. Residents should contact Dina Goldstein, 305-861-4862 for dates of the classes.

### **B. Police Explorer Program**

Surfside, Bal Harbour, and Bay Harbor Islands have implemented a new Police Explorer Program. Eight teenagers have signed up to be new Explorers. Officer Dianna Hernandez is the liaison for the program.

### **C. Emergency Preparedness Program – Condominiums**

The Surfside Police Department is offering emergency preparedness seminars to condominium associations. Officer Dianna Hernandez is the contact.

### **D. Security Assessment**

The Surfside Police Department is offering free residential and commercial security assessments for residents and business owners. Sgt. Jay Matelis is the contact.

### **E. Increased Police Presence During High Holidays**

The Police Department will increase police presence during the High Holidays, October 3, 4, 8, 9, 11 and 15 - 18 in the area of the Shul with assigned details for high visibility. Off duty details have also been increased at the Shul. In addition, Bal Harbour and Bay Harbor Islands Police Departments will assign officers to the same area.

### **F. Citizens Police Academy**

The 13th Citizens Police Academy began September 2 and runs every Tuesday from 6 pm - 9 pm through November. This is an opportunity for residents to get to know their police officers and learn about law enforcement.

### **G. Surfside Safe Space**

Some cities have reported their residents becoming victims of fraud or robbery when meeting with customers or sellers to conduct online transactions. The Surfside Police will offer residents a safe

place to conduct their transactions at the police station. The premise is to conduct business in a safe environment to deter crime.

#### **H. Bike with the Chief and Coffee with Cops Programs**

The Bike with the Chief and Coffee with the Cops programs are monthly. Bike with the Chief is the last Wednesday of each month leaving Town Hall at 5:00 pm. Coffee with the Cops is the last Friday of each month at Starbucks at 10:00 am.

#### **I. Halloween Safety Night**

The annual Police Halloween Safety Night is October 31 from 6:00-8:00 pm in the 9200 block of Byron Avenue. Executive Assistant Dina Goldstein and NRO Hernandez will oversee the event. All and your families are welcome to attend.

#### **J. Cell Phone Donation Program**

The Surfside Police Department is implementing a new community initiative. We are collecting cell phones and donating them to a local domestic violence shelter. It is important to delete all your personal information from the cell phones including stored phone numbers, call history and text messages. Make sure that the service is disconnected to avoid any fees. Also be sure that the phone works and that the battery stays charged. A working charger must accompany the cell phone donation. If the phone doesn't work or you don't have the charger, please recycle the phone. The drop off location is at the Communications Unit of the Police Department. For further information please contact Neighborhood Resource Officer Dianna Hernandez.

#### **K. Security Seminar**

The Bal Harbour Police Department is hosting training for security and management personnel for hotels and other buildings on bomb threats and installation security at the Sea View Hotel on October 9. NRO Hernandez and CSA Sanchez will invite and distribute flyers to the hotels and condos in Surfside.

#### **L. Domestic Violence Walk**

The annual Domestic Violence Awareness Walk will take place in North Miami Beach on October 11, 2014. Lt. Williams will assign personnel to attend.

#### **M. Mobile DMV**

Community Outreach Specialists from the Department of Highway Safety and Motor Vehicles will have a mobile DMV on October 16 from 9:30 am - 2:30 pm in the training room.

## **N. Community Blood Drive**

A Mobile Community Blood Drive is scheduled for October 16 from 12:00 pm – 4:00 pm in the Town Hall parking lot. Lt. Williams will be responsible to secure and area for the Bloodmobile.

Respectfully submitted

by: Michael P. Crotty  
Michael P. Crotty, Town Manager



**TOWN OF SURFSIDE**  
 Office of the Town Attorney  
 MUNICIPAL BUILDING  
 9293 HARDING AVENUE  
 SURFSIDE, FLORIDA 33154-3009  
 Telephone (305) 993-1065

**TO:** Town Commission

**FROM:** Linda Miller, Town Attorney *LM*

**CC:** Michael P. Crotty, Town Manager  
 Manny Anon, Jr., Assistant Town Attorney

**DATE:** October 14, 2014

**SUBJECT:** Office of the Town Attorney Report for October, 2014

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

September 9, 2014 First Budget Hearing

September 9, 2014 Town Commission Meeting

September 10, 2014 Town Hall Meeting – Historic Preservation

September 11, 2014 Special Commission Meeting

September 11, 2014 Sand Project Committee Meeting

September 22, 2014 Parks and Recreation/Community Center Expansion Committee Meeting

September 23, 2014 Second Budget Hearing

September 29, 2014 Special Town Commission Meeting

September 30, 2014 Planning and Zoning and Design Review Board Meeting

October 6, 2014 Joint Town Commission and Tourist Board Meeting (Cancelled)

October 14, 2014 Town Commission Meeting

**Ordinances prepared and reviewed for First Reading:**

- Medical Marijuana

- Lobbyist
- Single Family Paint Palette Ordinance
- 10% Windows
- Corner Clearance

**Resolutions prepared and reviewed:**

- Corridor Analysis
- Tourism Mobile Application
- Historic Preservation Board Cease Designation of 9340 Collins Avenue and any Properties Between 93<sup>rd</sup> And 94<sup>th</sup> Street between Collins and Harding Avenues, Surfside

**Town Manager:**

- Notification to Luke's Landscape for termination of services
- Review terms of Agreement with Atlantic Broadband
- Follow-up of ownership submerged lands Pointe Lake/North Lake
- Research Medical Marijuana SB 1030
- Review USPS Parking Lots Leases
- Analysis of various parking structure propositions
- Follow-up revisions to City of Miami Beach - Surfside Sewage Conveyance Agreement
- Compile legislative history regarding beach management and maintenance
- Redraft final changes to USPS Leases
- Research Service of Process within Municipality
- Review Resolution regarding undergrounding - Grand Beach Hotel
- Finalize RFP – Grant Writing
- Finalize RFP – Voice Over Internet Protocol (“VoIP”) Phone System
- Analysis of request to increase lot coverage
- Modification of uses in the Business District
- Analysis of Charter for creation of either a Town Commission or a Town Manager Beach Management Committee

**Town Clerk:**

- Research re: Lobbyist Ordinance

- Finalize Voter's Guide
- Public Records requests
- Research on Notice posting
- Review updated Florida Statutes for Persons governed by Ethics Laws; Mandatory Ethics Trainings

**September 30, 2014 Planning and Zoning and Design and Review Board:**

*Design Review Board Applications:*

1. 8945 Dickens Avenue – Garage Conversion

*Design Review Board Discussion item:*

2. Corridor Analysis Discussion

*Planning and Zoning Discussion Items:*

1. Resident request to increase lot coverage
2. Modification of uses in the business district
3. Future agenda items

**Building Department/Code Enforcement/Planning:**

- Settlement Agreement related to purchase and sale of 901-88th Street, Surfside, FL
- Analysis of Unity of Title for 9481 and 9473 Abbott Avenue
- Draft Settlement Agreement for code violations related to 9364 Bay Drive
- Review Watch Tower Bible correspondence
- Research 1<sup>st</sup> Amendment cases on Freedom of Religion/Religious literature
- Draft an amended Settlement Agreement and Agreed Order on film/print cases Re: 1268 Biscaya Drive; Research Town Code 11-1 (1) and F.S 90.5015

**Finance Department:**

- Opinion letter: SunTrust Equipment Finance and Leasing Agreement

**Parks and Recreation:**

- On-going analysis of status of Florida Department of Environmental Protection and Miami-Dade County for beach jurisdiction issues

**Tourist Bureau/Downtown Vision Advisory Board/Tourist Board:**

- Review Bench Agreement
- Research allowable expenditures from Resort Tax revenue
- Analysis of spending authority of Tourist Board
- Draft Mobile Application Agreement with ProSport Entertainment, LLC, d/b/a ShFt Mobile Technologies for the design, development, maintenance, service and license of Town Tourism Mobile Application

**Public Works:**

- Review for revisions to the Stormwater Utility Fees Ordinance
- On-going preparation and review for Agreement with Bal Harbour for Force Main Project
- Meet with City of Miami Beach (“CMB”) regarding CMB and Surfside Sewage Conveyance Agreement

**Police Department:**

- Voice Over Internet Protocol (VOIP) Phone System RFP
- Medical Marijuana proposed Ordinance

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

1. On September 1, 2013, a resident was walking on the north most sidewalk in the 200 block of 93<sup>rd</sup> Street when she tripped on a raised portion of the sidewalk and fell to the ground. The Surfside Police Incident Report indicates the resident sustained a contusion on her right elbow and abrasions to her chin and both knees. Settlement negotiations on-going.
2. On August 28, 2013, a resident fell in the rear of CVS (9578 Harding Avenue). The resident claims she tripped on an uneven section of the sidewalk behind the store and hurt her right knee and right hand. Resident completed therapy. FMIT advised that the resident’s attorney is still waiting on final medical billings. Settlement negotiations on-going.

3. Julien Deleon - Equal Employment Opportunity Commission (EEOC) Charge #510-2014-05171. Mr. Deleon has filed a Notice of Charge of Discrimination against the Town.
  
4. Donald McGavern vs. Surfside, State of Florida Office of the Judge of Compensation Claims, OJCC Case NO. 14-007583RJH. Claimant, McGavern filed an appeal of a denial of his Workers' Compensation Claim. Discovery is on-going.
  
5. Pieter Bakker vs. Town Of Surfside, a municipal corporation of the State of Florida and Young Israel of Bal Harbour, Inc. On May 30, 2012, Pieter Bakker filed a complaint in State Court against the Town which alleges counts against the Town including contract zoning, Charter violations, and a request for a writ of certiorari to quash Resolution 12-Z-2078 approving a Site Plan Application to permit Young Israel to build a synagogue on 9580 Abbott Avenue. On September 30, 2013, the Court ordered this matter to be transferred to the Appellate Division. Petitioner, Mr. Bakker filed an Amended Petition for Writ of Certiorari and De Novo Complaint and a Motion for Summary Judgment. The Court has issued an Order dismissing the Amended Petition for Writ of Certiorari without prejudice and has allowed the Petitioner, Pieter Bakker, leave to file a second amended petition for relief.

**Special Matters:** Continued monitoring of new case law and legislation on Federal, State, and County.



TOWN OF SURFSIDE  
 PROJECTS PROGRESS REPORT  
 CALVIN, GIORDANO & ASSOCIATES, INC.  
 October, 2014

1. **Planning and Community Development** –Planning and Community Development – Planning and Community Development – In August 2012, the Shul submitted a site plan application for an expansion. The application was heard and unanimously approved at the February 27, 2014 Planning and Zoning Board meeting and will be heard at a future Special Town Commission meeting. Per the discussion at the Planning and Zoning Board meeting, staff has requested that an independent traffic engineer review the package. Results of the analysis will be reported in the site plan report. Staff has also prepared a modification to the parking trust fund which institutes a cap on the number of spaces a business may buy into the fund. This ordinance was approved at first reading by the Town Commission and recommended by the Planning and Zoning Board for approval to the Town Commission. The Miami-Dade Historic Preservation Board notified property owners along Collins Avenue that its staff have identified properties with potential historic significance. The Board instituted a moratorium on building permits until the Board could have a hearing and determine if the structures would be deemed historic. If a designation is instituted, then the property owners will have limited options for their properties. Furthermore, the County staff was not aware of any of the projects the Town is exploring, such as new zoning criteria for the block between Collins and Harding Avenues or the potential for a parking structure. Town planning staff attended the Historic Board meeting on June 18, 2014 to request a six month deferral of a decision by the Board so that the Town could work with County staff. The Board granted a three month deferral and Town staff has begun coordinating efforts with the County Staff. The Town has coordinated a public meeting for September 10, 2014. At the start of the fiscal year, planning staff will commence an analysis on the zoning criteria for the block between Collins Avenue and Harding Avenue. Staff continues to answer approximately 85-100 zoning questions monthly and reviews permit applications.
  
2. **Information Technology & TV Broadcasts** - The new internet circuit from AT&T was installed on September 3<sup>rd</sup>, and CGA completed the cutover to the new circuit on September 25<sup>th</sup>. The VoIP RFP is being finalized by legal and CGA and is expected to be released in October. An internet circuit and a phone line will be installed at the Tennis Center by October 3<sup>rd</sup>. Hardware has been ordered to begin restricting and monitoring Internet access at Town Hall. The upgrades to the broadcast system are still on hold.

3. **Public Utilities / Engineering – Public Utilities / Engineering** – The 1 year warranty video of the sanitary sewer mains has commenced and is approximately 90% complete. The engineers have reviewed 72 the main line sewer runs and have accepted 30 of them. The unaccepted sewer mains will require the line be cleaned and re-televised or require minor repairs that will be completed by the Contractor at no cost to the Town.

**Funding Summary –**

<b><u>Funding Status:</u></b>	<b><u>Amount</u></b>	<b><u>Amount Received</u></b>
FDEP Grant	\$873,500	\$873,500
FDEP Grant	\$125,000	\$125,000
FDEP Grant	\$100,000	\$100,000
FDEP State Revolving Fund Loan	\$9,312,881	\$7,339,928 *
BBC Bond	\$859,000	\$859,000
<b>TOTAL</b>	<b>\$11,270,381</b>	<b>\$9,225,928</b>

**\*Request # 3 has been submitted for the full \$9,312,881**

4. **Town-Owned Seawall Repair** – This item is being presented as an agenda item. CGA is presenting the Value Engineering options as negotiated with Pac Comm, Inc. and requesting direction from the Town Commission.
5. **Biscaya Island Drainage Project** – Town Staff has commenced with the installation of drainage structures and piping on September 5<sup>th</sup> starting from the southerly end and proceeding north. Approximately 50% of the piping has been installed. Project completion is estimated to be sixty (60) calendar days or the first week of November.



## TOWN OF SURFSIDE

MUNICIPAL BUILDING  
9293 HARDING AVENUE  
SURFSIDE, FLORIDA 33154-3009

Community Center Expansion Committee

### MEETING

7:00 pm

Thursday August 21, 2014

Town Hall Commission Chambers  
9293 Harding Avenue

### MINUTES

1. Roll Call of Committee Members

The meeting was called to order by Retta Logan at 7:06 pm.

**Also in attendance:** Retta Logan, Veronica Lupinacci, Barbara Cohen, Duncan Tavares, TEDACS Director, Sandra Argow, Michael Crotty, Town Manager, Manny Anon, Jr., Assistant Town Attorney, Vice-Mayor Eli Tourgeman, Arnie Notkin, Tim Milian, Parks and Recreation Director, Shlomo Danzinger (Entered at 7:15 pm); Eliana Salzhauer (Entered at 7:19 pm)

2. Approval of Minutes from July 7, 2014 Meeting

Veronica Lupinacci made a motion to approve the minutes; Barbara Cohen seconded the motion. The motion passed unanimously. The minutes were approved.

3. Cost Projections/Budget for 2<sup>nd</sup> Floor

Tim Milian provide packet information regarding the cost as presented by the Town Manager.

The cost estimate presented to the committee includes design fess, construction estimates, project management, and permitting.

The cost with the kitchen would conservatively be \$3.2 million (all-in) cost. The Town anticipates \$517, 000 on hand during construction. The total financed amount of \$2.7 million at a 4% fixed rate at 15 years causing a debt service payment of \$246,000.

The Town Manager suggests having the money come from the resort tax dollars, especially with the onset of new construction projects taking place.

Another option that would cost \$900,000 more and it would provide a balcony around the entire second story. The total financed amount of \$3.6 million at a 4% fixed rate at 15 years causing a debt service payment of \$324,000.

It was suggested that the exterior of the community center be updated as well.

The cost would range from \$3-4 million dollars conservatively.

Vice-Mayor Tourgeman advised due to the anticipated revenue coming in the loan could be paid off in about three years.

4. Recommendation from the Committee moving forward with the second floor  
Eliana Salzhauer advised that the timing for adding a second story to the community center is off. The current community center is fairly new and there isn't much of a need to renovate at this current moment. She suggested putting the current money aside to hold for future renovation of the community center. She suggested tabling the idea for the next five years.

Retta Logan and Veronica Lupinacci also agreed that construction on the community center is too soon.

Barbara Cohen wouldn't like to see renovations held off for five years, but possibly two years.

Tim Milian provided insight from Commissioner Olchyk (regrettably absent) regarding the second story. It was advised that she stated it was too soon to move forward with renovations to the community center as per feedback provided by town residents.

The closing of the community center prior to the completion of other hotel construction project would be a problem for both the town residents and visitors.

Vice-Mayor Tourgeman advised that it's best to borrow now while the interest rate is low.

Barbara Cohen made a motion that the committee re-consider the expansion in two years while hosting meetings in the interim to discuss viable options for the expansion; Veronica Lupinacci seconded the motion. The motion passed unanimously.

Eliana Salzhauer suggested that this item go before the Town Commission at their September meeting.

Town Manager advised that the September agenda is fully loaded and suggested that it be brought back in October.

Barbara Cohen made a motion for the Town to find out what the load bearing weight for community center second story is and to provide the cost associated with the load bearing at the next meeting; Eliana Salzhauer seconded the motion.

Vice-Mayor Tourgeman exited the meeting at 7:49 pm.

Eliana withdrew her motion. The motion dies.

The Town Manager will come back at the next meeting and provide the estimated cost associated with the load bearing for the community center second story.

5. Next Meeting

The next meeting date is September 15, 2014 during the Parks and Recreation scheduled meeting.

6. Community Input

N/A

7. Meeting Adjournment

Barbara Cohen made a motion to adjourn the meeting; Retta Logan seconded the motion. The motion passed unanimously. The meeting ended at 7:54 pm.

Accepted this 22 day of September, 2014

Rebecca Logan  
Member (Print)

[Handwritten Signature]  
Signature

Attest.  
[Handwritten Signature]  
Frantz Duval  
Recording Clerk



## TOWN OF SURFSIDE

MUNICIPAL BUILDING  
9293 HARDING AVENUE  
SURFSIDE, FLORIDA 33154-3009

### PARKS AND RECREATION ADVISORY COMMITTEE MEETING

7:00 pm

Thursday August 21, 2014  
Town Hall Commission Chambers  
9293 Harding Avenue

### MINUTES

1. Roll Call of Committee Members

The meeting was called to order by Retta Logan at 7:57 pm.

**Also in attendance:** Shlomo Danzinger, Alberto Aguirre, Eliana Salzhauer, Tim Milian, Parks and Recreation Director, Arnie Notkin, Veronica Lupinacci, Manny Anon, Jr. Assistant Town Attorney, Michael Crotty, Town Manager, Frantza Duval, Recording Clerk

Marta Olchyk, Commission Liaison, is absent with regrets.

2. Approval of minutes from 7/7/14

Eliana Salzhauer made a motion to approve the minutes; Veronica Lupinacci seconded the motion. The motion passed unanimously. The minutes were approved.

3. Summer Camp Recap

Tim Milian advised that there was 135 kids registered in camp this summer. The extended camp was maxed out at 68 kids. It was 16 originally and it was expanded. Both 8 week and 10 week camp was fantastic.

The special kids' camp was fantastic this year! All 15 kids were surfside residents and they really enjoyed their time.

The Committee members advised that the summer camp program was awesome!

4. After School Program Update & Fall Program Updates

Tim Milian advised that 28 kids are registered for the after school program.

Tim Milian thanked both the Town Manager, Michael Crotty and the Assistant Town Attorney, Manny Anon Jr., for their assistance with the program.

Tim Milian and Eliana Salzhauer advised that they have made several attempts to reach out to Bay Harbour, but never received any response from them.

Tim Milian advised that there has been issues with the bus used for the after school program. The company is working on getting two vans to assist in transporting the children and the Town can do an addendum to the agreement to eliminate old mini bus.

The parents enjoy the after school program service.

**Fall program update:**

All the information for the fall program have been updated.

Tim Milian advised that the number of enrollment for the fall programs are picking up.

There has been \$14,000 of incoming revenue for the last week for enrollment.

There are 15 kids registered for flag football.

Adult programs are also available.

The next fall event is Halloween.

Eliana Salzhauer advised that there is a person who runs a tempo dance studio that is looking for space to run a hip hop class, which some kid's from Surfside participate. Tim Milian advised Eliana Salzhauer to have them contact him regarding the class to see about availability and running it at the community center.

5. Community Input

Eliana Salzhauer advised that the pool hours have been cut to 7:00 pm from 7:30 pm. She advised that there are no laps available. She would like to see adult lap swimming from 6:30 pm – 7:30 pm after the swim team practice Monday-Friday.

Tim Milian will look more into the item.

Eliana Salzhauer also inquired about turtle lighting. Michael Crotty will provide a report at the next Parks and Recreation meeting regarding the turtle lighting.

6. Meeting Adjournment

Eliana Salzhauer made a motion to adjourn the meeting; Veronica Lupinacci seconded the motion. The motion passed unanimously. The meeting ended at 8:18 pm.

Accepted this 22 day of Sept., 2014

Retta Logan  
Member (Print)

[Handwritten Signature]  
Signature

Attest.  
[Handwritten Signature]  
Frantza Duval  
Recording Clerk



**PLANNING AND ZONING BOARD  
AND  
DESIGN REVIEW BOARD MEETING**

Town Hall Commission Chambers  
9293 Harding Ave., 2<sup>nd</sup> Floor  
Surfside, Florida 33154

**AUGUST 27, 2014  
7:00 PM**

---

**MINUTES**

**DESIGN REVIEW BOARD**

**1. CALL TO ORDER**

Chair Lindsay Lecour called the meeting to order at 7:02 pm.

**2. ROLL CALL**

Recording Clerk Frantza Duval called the roll with the following members present: Chair Lindsay Lecour, Board Member Armando Castellanos, Vice Chair Jacob Kligman, Design and Review Board Member Jorge Gutierrez, Board Member Moisha Rubenstein and Design and Review Board Member Jennifer Weiss. Board Member Peter Glynn was absent. Commissioner Cohen attended as the Board liaison.

**3. APPROVAL OF MINUTES: July 31, 2014**

Vice Chair Kligman made a motion to approve. The motion received a second from Board Member Castellanos and all voted in favor with Board Member Glynn absent.

**4. DESIGN REVIEW BOARD APPLICATIONS:**

**A. Request of the Owner of Property located at 624-94<sup>th</sup> Street**

The applicant is requesting to covert the garage to an accessory structure and replace the existing driveway.

Town Planner Sarah Sinatra presented the item. Design and Review Board Member Gutierrez reclused himself from the dais and gave further details on the item. Applicant P.J. Cannava also spoke on the item.

Board Member Castellanos made a motion to approve. The motion received a second from Vice Chair Kligman and all voted in favor with Board Member Glynn absent.

**B. Request of the Owner of Property located at 8950 Byron Avenue**

The applicant is requesting to convert an existing garage into a bedroom and bathroom.

Town Planner Sarah Sinatra presented the item.

The applicant Luis Zaldivar gave more details on the project answering questions posed by the Board.

Board Member Castellanos made a motion to approve. The motion received a second from Review Board Member Gutierrez and all voted in favor with Board Member Glynn absent.

**C. Request of the Tenant of Property located at 9487-9489 Harding Avenue**

The tenant is requesting to replace the existing awning to a new canvas awning that expands over both storefronts.

Town Planner Sarah Sinatra presented the item.

Vice Chair Kligman made a motion to approve with the following condition:

- provide awning break as code requirement or an articulation on length

The motion received a second from Review Board Member Gutierrez and all voted in favor with Board Member Glynn absent.

**5. ADJOURNMENT**

There being no further business to come before the Planning and Zoning Board and Design Review Board the meeting adjourned at 7:17 p.m.

**PLANNING AND ZONING BOARD**

**1. CALL TO ORDER**

Chair Lindsay Lecour called the meeting to order at 7:17 pm.

**2. ROLL CALL**

Recording Clerk Frantza Duval called the roll with the following members present: Chair Lindsay Lecour, Board Member Armando Castellanos, Vice Chair Jacob Kligman, and Board Member Moisha Rubenstein. Board Member Peter Glynn was absent. Commissioner Cohen attended as the Board liaison.

**APPROVAL OF MINUTES: July 31, 2014**

Vice Chair Kligman made a motion to approve. The motion received a second from Board Member Castellanos and all voted in favor with Board Member Glynn absent.

### **3. ORDINANCE –**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING CHAPTER 90 ZONING; SECTION 90-51 MAXIMUM FRONTAGE OF BUILDINGS, SPECIFICALLY AMENDING SECTION 90-51.1 TO LIMIT THE HEIGHT OF THE 270 FOOT LONG PLATFORM TO 30 FEET IN HEIGHT AND LIMIT THE TOWERS TO 150 FEET IN LENGTH; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.**

Recording Clerk Frantza Duval read the title of the ordinance.  
Town Planner Sarah Sinatra presented the item with some graphics.

Chair Lecour opened the meeting for public discussion. Public Speaker Susan Delano had a question as to which parcels this ordinance applied to and Town Planner Sinatra explained in more detail.

Vice Chair Kligman made a motion to recommend the item to the Commission for approval. The motion received a second from Board Member Castellanos and all voted in favor with Board Member Glynn absent.

### **5. DISCUSSION ITEMS:**

#### **A. Historic Preservation**

Town Planner Sarah Sinatra presented the item. She said there will be a public meeting with the Historic Board staff on September 10, 2014 and property owners whose properties are identified will be notified.

Chair Lecour opened the meeting for public comments.

Public speaker Leo dela Pena explained that a property designated as historic cannot be torn down. To keep the integrity of the original design, any alterations to the structure would need approval from the Historic Board. A property owner would be very limited in what he can do to the outside of the structure. He has heard that the entire district from 93<sup>rd</sup> to 94<sup>th</sup> street may be considered as an historic district which would greatly affect plans for property owners and future development. He further indicated that they have grave concerns about their property rights and sees this as a

roadblock. His clients believe in historic preservation and they have hired outside experts and were told that there is no historic value on these parcels. Planner Sinatra wanted property owners to be aware that there is an appeal process if the Historic Board does decide to include the district in question as historic. Town Manager Crotty said that a resolution asking for a six month moratorium on this item is being placed on the September 9, 2014 Commission Meeting.

Chair Lecour expressed her concerns and said this is in conflict with what the town's priorities are. She also said that the town and staff should be a part of the decision making and should be notified along with the property owner when a parcel has been designated as historic.

Board Member Castellanos made a motion to bring to the Commission that they include language in the resolution to reflect that any properties or future properties identified by the Historic Board be brought back to the Planning and Zoning Board and Town Commission for discussion and decision making. The motion received a second from Vice Chair Kligman and all voted in favor with Board Member Glynn absent.

**B. Future Agenda items**

Town Planner Sinatra presented the item and Chair Lecour asked the items be sorted by schedule and pending items.

**6. REPORT OF PERMITS ISSUED FOR THE MONTH OF JULY 2014.**

**[To be delivered separately]**

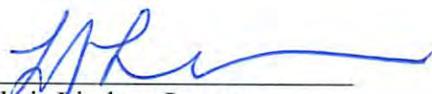
Building Official Ross Prieto gave an update.

**7. ADJOURNMENT.**

There being no further business to come before the Planning and Zoning Board the meeting adjourned at 8:03 p.m.

Accepted this 30<sup>th</sup> day of September, 2014

Attest:

  
Chair Lindsay Lecour

\_\_\_\_\_  
Sandra Novoa  
Town Clerk



## **Town of Surfside**

**9293 Harding Avenue, Surfside FL 33154**

### **Sand Project Community Monitoring Committee Regular Meeting**

**Tuesday, September 2, 2014 – 7:00 pm  
Town Hall – Commission Chambers**

## **MINUTES**

### **Committee Members**

Joe Benton

Juan Borges

Lee Gottlieb

Marianne Meischeid

Jeffrey Platt

David Raymond

Scott Stripling

#### **1. Call to Order and Welcome**

The meeting was called to order by Jeffrey Platt at 7:09pm.

The roll was called with everyone being present with the exception of Marianne Meischeid. A quorum was established.

Marianne Meischeid was telephone conferenced at 7:12pm.

Town Manager, Michael Crotty, advised that in order for Marianne to participate in the meeting via telephone the other members would have to vote.

David Raymond made a motion for Marianne Meischeid to participate in the meeting via telephone conference; Scott Stripling seconded the motion. The motion passed unanimously.

2. Approval of Minutes: August 18, 2014 and August 20, 2014

David Raymond made a motion to approve both meeting minutes; Scott Stripling seconded the motion. The motion passed unanimously.

3. Review/approval of Draft of Final Report

Town Manager provided brief overview of the report and all of information provided at past meetings.

He advised that due to the overflowing commission agenda for September 9, 2014 a special meeting was set specially for the sand report on September 11, 2014.

Jeff:

- Concerned with the method of scraping terminology (light lift or bull dozing is not mentioned.)
- Wants to see color, Chroma, grain size of previous sand, current sand, and chateau's sand included.

David:

- Suggested in the fourth paragraph under overview that the word final be removed from the report
- Under summary of recommendation there is a typo ("tow")
- Under summary of recommendation item 3 it should read permanent beach management committee.
- Under process title item #1 chemical analysis it should be lead and not iron
- Under beach community David suggested adding number 4 to include additional recommendations to ask town attorney to research stricter requirements for developers.

- Would like the cost for Dr. Teaf's testing protocol for the six samples preferably at the next meeting.

Scott:

- Under best management practices on page 8 beach management practices beach/dune management should be included.

Juan:

- Include in the overview indication/history on the sand issue started.
- Include in recommendation who's offer assistance compliance letter it refers to
- Report makes Gordon Thomson seems like an FDEP employee. It needs to be corrected.
- Include a disclaimer that prices may go up depending on additional/unknown fees.
- Under chemical analysis – he would like to see more evidence to 2.1 as opposed 7.1 of arsenic levels present.
- Would also like to see the DERM standard for lead of 400 (clean up criteria by state and DERM)
- Would like to see a table of testing done to date.

Lee:

- On page 8 under best beach management practices it should read turtle light standards
- Lee was vice-chair and not Marianne.
- Lee would like to see all reports included.

Joe:

- inquired if there would be any other opportunities to provide comment and feedback.
- Report is not thorough and it doesn't show how to interpret Dr. Teaf's testing protocol. He doesn't see a plan to move forward.
- Under item 6 under the process, Joe wants his name removed.
- Wants transcriptions of Alex's statement at the meeting where he first introduced the Surf Club testing report to be included.
- Wants Dr. Teaf's analysis and interpretation of his results included.

Town manager restated all the additions and amendments to be included:

- Get cost of sampling
- History of sand issue
- Authority over beach issues
- Includes ARS statements
- Specific clean up criteria (lead)
- G. Thomson consultant
- Possible additional cost due to professional fees and the unknown
- FDEP compliance offer letter clarification
- Best beach practices
- Stricter requirements for developers
- Proactive code enforcement

David Raymond made a motion to approve the report with the amendments and the additions; Scott Stripling seconded the motion. The motion passed unanimously.

#### 4. Public Comments

The following residents provided their feedback and concerns regarding the report:

- George Kousoulas
- Monica Grandeze
- Deborah Cimadevilla
- Norma Parron
- Renee Tischler
- Vice-mayor Tourgeman

#### 5. Adjournment

Juan Borges made a motion to adjourn the meeting; Lee Gottlieb seconded the motion. The motion passed unanimously. The meeting ended at 8:49pm.



## **Town of Surfside Commission Communication**

**Agenda Item #** 3G

**Agenda Date:** October 14, 2014

**Subject:** Tourism Mobile App

**Background:** On August 11, 2014 the Tourist Board approved a proposal from ShFt Mobile Technologies for a Tourism Mobile App (Attachment A).

The app will assist in advertising the downtown business district and hotels to visitors with in the drive market, staying at Surfside or neighboring hotels and/or to those looking at Surfside as a destination to visit. It will also be a valuable tool for Surfside residents to stay abreast of changes to the amenities and discounts available from the downtown merchants or hotels. It is also a tool to promote activities such as Third Thursdays.

The downtown restaurants generate approximately \$350,000 in resort tax revenue per year and are a focal point of Surfside as a destination. Visitors to existing hotels will be supplying approximately \$1M in resort tax in FY14/15.

Calvin Giordano & Associates reviewed and approved the proposal from an IT perspective. The Police Department conducted a review of the both ShFt Mobile and Above and Beyond Adventures at the request of the Tourist Board.

The app also has the ability to incorporate existing technology that can identify available parking spaces or even to pay for parking through the app. It is important to note that these services are not part of the agreement being presented however the possibility is there to incorporate such items at a future date and cost pending direction at that time.

**Analysis:** The Tourist Board is granted the authority to expend their budget as they deem necessary given their mission to support tourism endeavors.

This item is paid for out of the Tourism portion of Resort Tax - not the General Fund / ad valorem (resident taxes).

This initiative is one identified in the adopted Five Year Tourism Strategic Plan as a necessary part of a comprehensive strategic marketing plan.

The Town Commission has stated a desire for the Town to solicit sponsorship funding of initiatives.

The agreement (~~Attachment C~~) outlines the responsibilities and deliverables of the vendor and Town and includes the following:

- Development Cost to the Town: \$0.00
- Underwriting (Sponsorship): \$32,000 value to the Town (see above cost to the Town). App to include one (1) page view of advertisement for Above & Below Adventures as sponsor (Attachment B). Any additional advertising revenue will be split 50/50 until ShFt Mobile is reimbursed for its share of its investment (\$16,000).  
It is important to note that the Town has all final approval of any and all advertising, including that of the sponsor and that the agreement addresses any possible changes to the sponsor company. The Town will also control any additional advertising by Surfside businesses or hotels.
- Monthly Maintenance: \$650/month (12-month package)
- Monthly Managed Service Fee: \$250/month (12-month package)

Therefore a total commitment of Tourist Bureau budget (Resort Tax) of \$900/month or \$10,800 for the year.

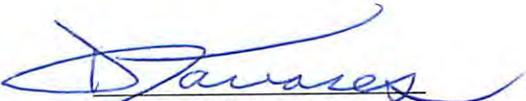
It is important to note that the primary objective of the app is for informational purposes. The app will serve to advertise the destination as a whole and is not viewed as a vehicle that focuses solely on advertising.

**Budget Impact:** \$10,800 annually in hosting/maintenance fees to be paid out of the Resort Tax allocation to the Tourist Board as part of the approved budget.

**Staff Impact:** Existing Staff will work with the vendor to provide all necessary information guidance and oversight during the process of creation and implementation of the app.

**Recommendation** This agreement falls under the umbrella of advertising for the Town and is excluded from competitive bidding as one of the exemptions in the Town's Purchasing ordinance. Also, due to the fact that it would be near impossible to duplicate the exceptional savings to the Town through the underwriting of the project (sponsorship), the Administration recommends in good faith a waiver of competitive bidding procedures as also permitted in the Town's Purchasing ordinance.

The Tourist Board and Town Administration recommend the Town Commission authorize the Town Manager to execute this agreement on behalf of the Tourist Board.

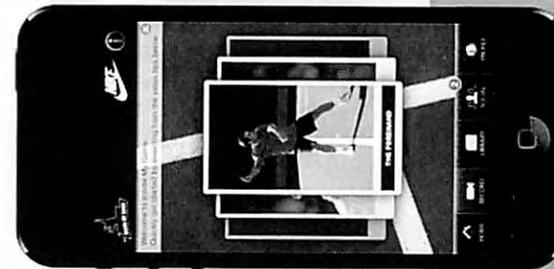
  
TEDACS Director

  
Town Manager

**SHIFT**  
MOBILE

**PROSPORT**  
ENTERTAINMENT

Welcome To Our Digital Family



**SHIFT**  
MOBILE  
**PROSPORT**  
ENTERTAINMENT

# Designing the Perfect Mobile and Social Media Experience for the **Town of Surfside.**

*A 24/7 Mobile Concierge for Tourist, Locals and Businesses*





**DATE:**  
**ATTENTION:**

June 9 2014  
Duncan Tavares  
Town of Surfside

**PROJECT TITLE:**  
**ESTIMATED COMPLETION:**

Town of Surfside Official Mobile App  
6 weeks (materials in-hand)

## Present a Professional Image to the World

### CREATION, DEVELOPING AND LAUNCH:

- Advise, generate and develop a complete mobile app and social media platform suitable for your company or brand.
- To construct a robust scalable and multi-level mobile platform.
- Design a look and feel to be used throughout the app with your guidance using the Prosport Entertainment and Shift Mobile development teams.
- Collaborate with Client to gather, strategize and integrate all context, images and videos designed for mobile platforms.
- Conduct extensive platform testing to assure satisfactory user experience and consistency before launching. Testing the keywords, links and other meta-tags throughout the mobile app for maximum exposure, navigation and search engine optimization.
- Launch app bug-free of issues and compatible with all mobile devices.

### POST DEVELOPMENT AVAILABLE SUPPORT:

- Mobile App Content Updates – adding, editing and/or removing any text or copy including any news, articles, reports, contact information and product or service description.
- Graphics & Animation Updates – adding, editing and sizing of any pictures / animations to the mobile app
- Moderate and interact with all the Social Media platforms (Facebook, Twitter, YouTube, and others requested)
- Monitor mobile app intermittently and upon your request.
- Upkeep technology updates from Apple, Android and other servers used.
- 24/7 platform server maintenance and HTML5 upgrades





94% of people look for local information on their phone, and 90% of those take action as a result.



**61%**  
call the business

**59%**  
visit the business

**90%**  
act within 24 hours



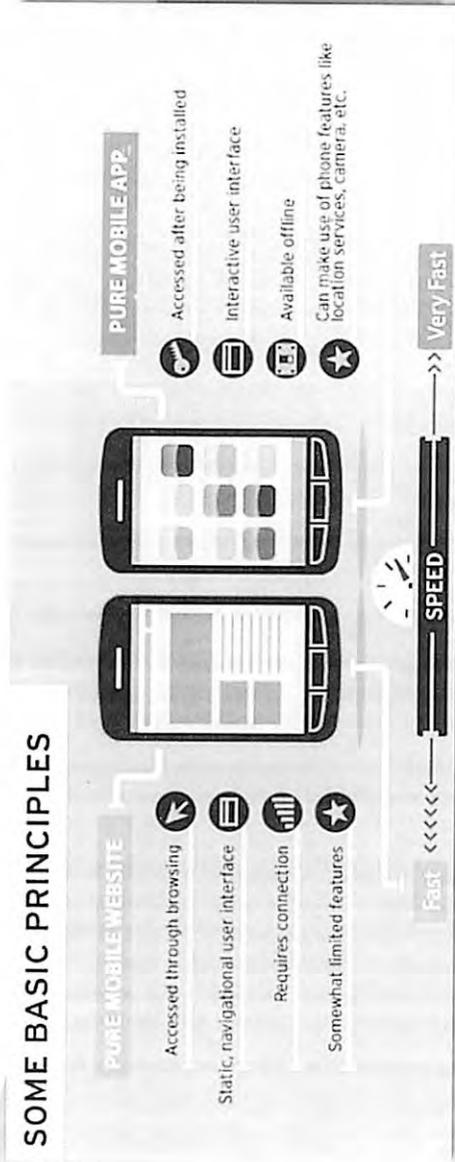
# NATIVE APPS VS MOBILE WEB

## The Mobile World Prefer Native Apps

The most important deciding factor of this debate lies with the end users. After all, we wouldn't be asking this question if we weren't trying to create a mobile strategy that creates real value for customers. According to a recent study by GOOGLE (April 2014):

- Users spend on average 2 hours and 38 minutes a day on their iOS and Android connected devices. *CNET 2014*
- Of that time, 80% is spent in apps and only 20% on browsers. *CNet 2014*
- U.S. consumers are using an increasing number of apps daily. *Google 2014*

These trends show that users are becoming more comfortable with the use of apps and tend to prefer apps to mobile optimized sites.





### The Perfect Social Network For Tourists and Locals

The Surfside Mobile App will provide the Surfside tourists, businesses and locals with a state-of-the-art mobile tool and interactive resources to plan their stay, vacation or local activities in town.

Some of the features will include hotel promotions and booking, restaurant and local business promotions, GPS check in to near-by venues, local attractions, local events and tickets, GPS parking location and meter timer, town emergency contacts, town newsletter, and many other useful information.



## BUILDING A REWARDING LIFESTYLE COMMUNITY FOR THE TOWN OF SURFSIDE



### A wonderfully rewarding platform

The Surfside Mobile App, thru the existing user profile, will automatically convert the app into a mobile loyalty engine, rewarding users with points for their every-day activity in the app. Every time users check-in to a venue, share app with friends, click on pushes and promotions and post, they gain points that can be redeemed for various prizes such as discounts at your sponsor venues, events, online promos, restaurants, movies, etc.

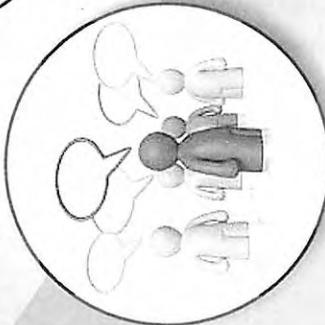


# THE PERFECT BUSINESS & SOCIAL NETWORK

ALL SOCIAL NETWORKS  
IN ONE PLACE



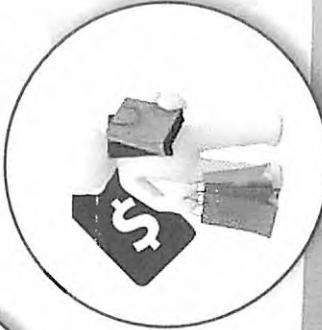
YOUR CONSUMER, SOCIAL &  
BUSINESS COMMUNITY



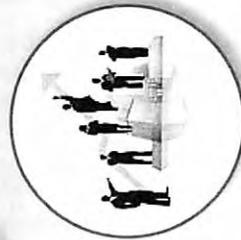
MAXIMUM BRANDING



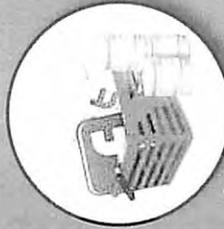
INCREASE CONSUMER  
PURCHASE POWER



NEW BUSINESS DEVELOPMENT



LOYALTY REWARDS





## IT'S TIME TO ENGAGE YOUR TOURISM

The Surfside Mobile App will walk users by the hand to find the "deals" when thinking of their South Florida getaway or family vacation. It will them prepare them in advance for an unforgettable experience thru our state-of-the-art mobile & social tools, as well as our advance geo-target database capabilities.

At any given time, users can get informed and stay up-to-date with local events and festivities, tours, news, shops, restaurants, clubs, media and video galleries, parking locations, business promotions, important alerts, and instant emergency notifications among other important promotional features.





## TOWN OF SURFSIDE APP BENEFITS



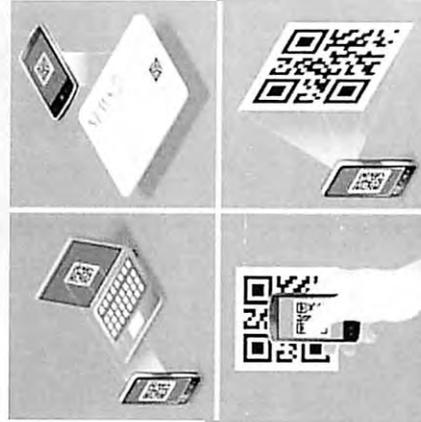
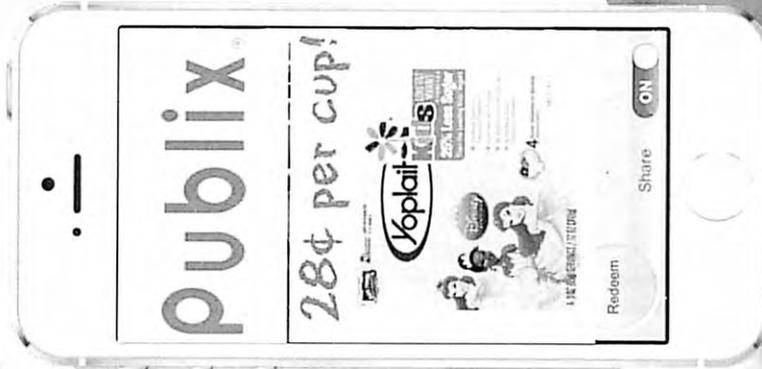
- Build visitor loyalty
- Increase your visibility
- Increase your accessibility
- Engage and stay more connected with the community
- Showcase your tourist destination on the international marketplace through all mobile devices
- Provide users with current news and other “happening” information
- The perfect “on the go” promotional and informational vehicle
- All the powerful social media networks available right inside your app
- Build your new social community while providing existing users with new rewards
- Geo-location for venues and sponsor promotions
- Interactive loyalty program that keeps users connected and coming back
- Provides you with advance visitor tracking, projections, and analytic reports



# INNOVATIVE LOYALTY PROGRAMS

## It's Time To Engage Your Users

- GPS "check-in" coupon system
- QR code coupon system
- Mobile stamp card system
- Customize the coupon for any business
- Reward your best customers
- Your users can share their coupons and promotions with family and friends via Facebook, Twitter or email!





## ADVANCED RICH PUSH NOTIFICATIONS

Send Beautiful Rich Messages!



Geo-Fencing



- Manual & automatic pushes to users
- Geofencing technology - Unlimited events and programs
- Send messages right to your users' phone
- Welcome visitors and guests to your location or area
- Update users on new app content
- Schedule geo-location enabled messages
- Direct customers to a website, sponsor promotion or a section of your app
- Send notifications directly to Facebook and Twitter





## LIVE STREAMING EVENTS

SEE WHAT'S HAPPENING LIVE OR THROUGH THE VIDEO GALLERY

- LIVE EVENTS
- INTERVIEWS
- COMMUNITY FUNCTIONS
- EDUCATIONAL PROGRAMS
- CHARITY PROGRAMS
- AWARDS CEREMONIES
- ON-LOCATION





# COMPLETE ANALYTIC REPORTS

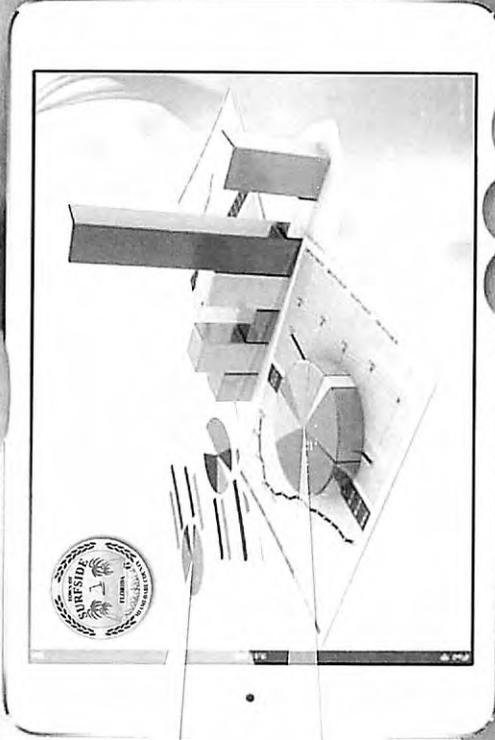
We're tracking user behavior inside your apps and show reports on most everything they do.

## USER BEHAVIOR

- \* Times app was shared
- \* Posts
- \* Comments
- \* Check-ins

## SYSTEM

- \* Weekly analytics report
- \* App Downloads and Source
- \* Unique Visitors
- \* User Demographic
- \* Downloads by OS Platform
- \* Social Network Types
- \* User Location
- \* Most Popular Sections
- \* Popular Content Evaluation
- \* Page Views
- \* Share stats
- \* Web links
- \* E-Commerce and Sales
- \* Push Analytics
- \* Polls
- \* Promotions sent and click-throughs



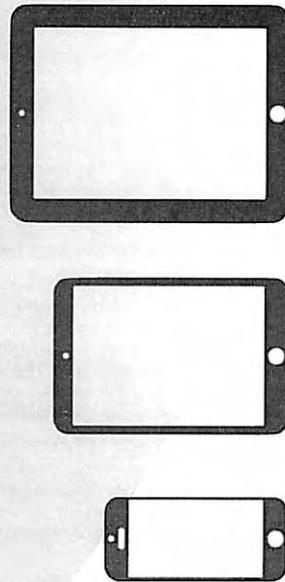


Multi-Platform:

Native:

Mobile Web:

iPhone, iPad and Android mobile OS  
Blackberry, Nokia, Most Android tablets  
and most smart mobile devices



# DELIVERABLES

Prosport is excited to announce an innovative mobile platform that will revolutionize the way your users engage and interact with Town of Surfside.



**The Official Mobile App of Town of Surfside will keep your users up-to-date with the following:**

- Instant on-the-go news and information (Updated LIVE)
- 24 hour access to town promotions, ticketing and other local attractions
- Local Venues
- Services and Menus
- Social Media networks
- Photo and video galleries
- Town contact numbers and tourist feedback forms
- On-demand push notifications
- Check ins, QR and GPS Coupons/promotions

**Throughout the app, users will be able to:**

- Reward your all active users
- Engage and retain new users
- Share pictures and videos
- Share town events and hot spots
- Interact with other users and community
- Tweets
- Status
- Facebook likes
- Wall posts

**Prosport Entertainment will help maximize your exposure and interactivity through our seamless promotional tools and sponsorship integration, including but not limited to:**

- Splash pages
- Rich push notifications
- Section banners per category
- Automatic device recognition
- QR Promotions
- GPS Promos and Check-ins
- Share App benefits

**A marvelous social platform for all your app users.**

- Engagement
- Loyalty Programs
- Publishing
- Monitoring
- Analytics
- Promotions and Rewards





# ADVANCED SOCIAL MEDIA MARKETING



## OPTIONAL SERVICE: ADVANCED SOCIAL ENGAGEMENT

Five in six minutes online is spent using social media. Consumers more than ever turn to family and friends – the people they trust most – for news, conversation, research and to discover new products and services. ProSport Studios is one of the “early adopters” of social media in the PR and marketing space. Facebook, Twitter, LinkedIn and YouTube are household names, and are lacking a presence on these social media giants which is no longer an option. Our team at ProSport Studios will create the unique and engaging social media layouts that that is needed to capture the attention of your audience in order to maximize your return. Once the design customization is complete, we offer a monthly social media management package in which we will tailor a social media strategy to suit your needs with the goal of exceeding your social media objectives.

### Key benefits of integrating social media with your users include:

- Faster message delivery and “share” ability
- Ease of content dissemination
- Increased brand awareness
- Gather input and feedback in real-time, directly from target audience
- Change and control audience perceptions about the app
- Boost impact of direct marketing
- Complement your search engine optimization initiatives
- Dramatically improve “Google+ Search Your World” and other search engine rankings

Once engaged, we will develop and execute a strategy suited for the users then use our proprietary software to facilitate the following:

- Audience identification
- Engage your followers
- Monitor and listen to what people are saying about you
- Content development and publishing
- Sentiment analysis (what people are saying about the app – good and bad)
- Social media management
- Identify your tastemakers
- Mapping your social business





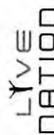
## DEVELOPMENT TIMELINE

Comprehensive Predevelopment Design Review	2 Weeks
Content Requirements & Verification	3 Weeks
Development and Customization - ProSPORT	4 Weeks
Content Integration	3 Weeks
Testing & Acceptance – Apple & Android Approval	2 Weeks
Launch Publicly	2 Days
Total Estimated Development Time:	8 Weeks



## BUILDING BRANDS

## BREAKING TRADITIONS



### OUR SPORTS & ENTERTAINMENT FACE:

The principals of Prosport Entertainment carry over twenty years of experience in the business of creating strategic property licenses, special events, brand development, and all forms of communications, providing its clients with an unlimited number of resources to enhanced and expand their image.

We have had the pleasure of working with the biggest names in sports and entertainment, and thanks to these long-term relationships we have built an international reputation as a full communications agency that services brands, governments organizations, tourism departments, athletes and teams around the world.

### OUR DIGITAL MEDIA FACE:

The principals of Prosport Entertainment have been in the business of digital application and multimedia development since 1998. Today, we are a full-service multimedia agency sculpted from the industry's top web and mobile developers, game designers, social media experts, 3D animators and illustrators among other digital services. Our company's backbone of skill and knowledge enables us to maximize the impact for your company using the latest and most advanced technology; which in turn allows the client to maximize the opportunities in the desired business vertical.

As ground-breaking digital content and multimedia developers, Prosport Entertainment is now a market leader in realtime audience engagement and consumer insight technology.

With offices in Miami and New York, our agency enables our client to engage across all web, mobile platforms and media channels.





## ABOUT THE SPONSOR



Designed with our most prestigious clients in mind, Above & Below Charters deliver a true seamless end-to-end VIP experience and transportation solution for your next sea adventure, from luxury limousine service, to private jet charter, five-star accommodations, and beyond.

To and from a client's origin and destination with the utmost attention to detail and discretion, Above & Below Charters delivers best-in-class yachting and fishing VIP charter services in South Florida, and extends internationally thru it's Elite global network. Our premium service exceeds the expectations of the most discerning clientele utilizing private and business charters for leisure and corporate travel.



## WHAT THEY DO

- Customized Charter Experiences
- Individual, group, and corporate memberships
- Sport & entertainment VIPs and celebrities
- Fully Captained and catered
- From Bahamas to the Hampton's
- Nightlife VIP and premium on-call Charters
- Cruising
- Fishing
- Excursions
- Island hopping
- Sight-seeing
- Sunset cruises
- Diving
- Bachelor & Bachelorette parties
- Champagne Bay cruising
- Inter coastal tours, meet and greets
- Family trips and fun in the sun
- Charity functions
- Corporate outings and other special celebrations

THANK YOU FOR YOUR TIME



**MIAMI**  
309 23rd St.  
Miami Beach, FL 33139

**NEW YORK**  
405 Lexington Avenue  
New York, NY 10174

[info@prosportentertainment.com](mailto:info@prosportentertainment.com)

[www.prosportentertainment.com](http://www.prosportentertainment.com)





Serious Chartering . Serious Fun!™



ADVENTURE CHARTERS & DESTINATIONS



This document and any related information is provided to you in connection with the exploration of a business opportunity provided by Above and Below Charters, LLC.

By reading this document you agree to the following terms and conditions:

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# ☆☆☆☆ COMPANY OVERVIEW

Designed with our most prestigious clients in mind, Above & Below Adventures deliver a true seamless end-to-end VIP experience and transportation solution for your next travel adventure. From luxury yachts and limousine service to private jet charters, five-star accommodations, seasonal and executive memberships, and beyond.

To and from a client's origin and destination with the utmost attention to detail and discretion, Above & Below Adventures delivers best-in-class yachting and fishing VIP charter services in South Florida, and extends internationally through it's Elite 700+ yachts global network. Our premium service exceeds the expectations of the most discerning clientele utilizing private and business charters for leisure and corporate travel.

**VIP Exclusive:** We offer private, all-inclusive charter packages to local and traveling VIPs to South Florida, the Keys, Bahamas, the Caribbean and other international destinations. These services are crafted to cater clients with above average needs and looking to VIP-experience the open ocean and secluded destinations. Vessels are always ready, on-call, to cater your most demanding experience.





# WHAT WE DO

- Customized Charter Experiences
- Individual, group, and corporate memberships
- Sport & entertainment VIPs and celebrities
- Fully Captained and catered
- From Bahamas to the Hampton's
- Nightlife VIP and premium on-call Charters
- Cruising
- Fishing
- Excursions
- Island hopping
- Sight-seeing
- Sunset cruises
- Diving
- Bachelor & Bachelorette parties
- Champagne Bay cruising
- Inter coastal tours, meet and greets
- Family trips and fun in the sun
- Charity functions
- Corporate outings and other special celebrations

Our yacht charters are available year round weather dependent with 2, 4, 6, and 8 hours as well as other custom trips. Our detail-oriented crew is there to ensure all expectations are met and catered to, from fishing the fertile Gulf Stream waters Miami is known for to just sitting back enjoying the sun and cruising the beautiful waterways, homes and local hotspots on our cruisers.

Paddle boards, Kayak, Jet Ski and snorkeling packages are available to spice up the experience. We have the local knowledge and crews for every experience imaginable. All charters are reservation only with a list of extra amenities available to each unique charter.





# CHARTER PACKAGES VIP's & MEMBERSHIPS



# CRUISING PACKAGES | MIAMI & KEYS



## MIAMI SELECT Most Popular ★★★★★

- 34'-36' Sports Yacht
- 4hr or 8hr trip with Captain
- 10 passengers max
- Captain on board to provide all needs to relax and enjoy the trip.
- Local islands, restaurants & bars, snorkeling, paddle boarding, relaxing sightseeing, small meetings, family getaway, local sandbar or secluded bays
- Light snacks, lunch, sodas and beverages available
- **Optional:**  
*Limo service to and from hotel, WIFI, mate, chef and steward services*

## MIAMI ADVANTAGE ★★★★★

- 48'-52' Sports Yacht
- 4hr or 8hr tour of Miami or Ft Lauderdale
- 10 passengers max
- Captain and Mate on board to provide all needs to relax and enjoy the trip.
- Local islands, restaurants & bars, snorkeling, paddle boarding, relaxing sightseeing, small meetings, family getaway, local sandbar or secluded bays
- Light snacks, sodas and water
- Beverages and liquor of choice
- Light lunch or dinner, freshly prepared and local seafood appetizers
- **Optional:**  
*Limo service to and from hotel, chef, steward, WIFI, jet ski or kayak*

## CHAMPAGNE CRUISE ★★★★★

- 34'-52' Sports Yacht
- 2hr tour of the beautiful Miami Bay
- 2, 4 and 6 passenger packages
- Captain on board to provide all needs to relax and enjoy the trip.
- One bottle of champagne
- Romantic Music of choice
- Light snacks, meal, sodas and beverages available
- **Optional:**  
*Limo service to and from hotel, chef, mate and steward, services, WIFI,*

## ELLIOT KEY & MIDDLE KEYS ★★★★★

- 34'-52' Sports Yacht
- 1-2 day trip
- 10 passengers max
- Captain and Mate on board to provide all needs to relax and enjoy the trip.
- Elliott Key, Key Biscayne/ Stiltsville, Bahia Honda State Park, Key Largo, Islamorada
- Light snacks, sodas and water
- Beverages and liquor of choice
- Light lunch or dinner, freshly prepared and local seafood appetizers
- **Optional:**  
*Limo service to and from hotel, WIFI, mate, chef and steward services*





# FISHING CHARTERS

## Fishing Charters (local)

- 4 hour local trip
  - (Bait, Tackle, Licensing, Drinks, Snack platter, and Crew)
- 6 hour
  - (Bait, Tackle, Licensing, Drinks, Snack platter, and Crew)
- 8 hour
  - (All inclusive / Bait, Tackle, light buffet lunch and soft drinks)
- 10 hour summer Sword fish special
  - (All inclusive / Bait, Tackle, light buffet lunch and soft drinks)

## Fishing charters (Bahamas)

- All inclusive packages are available with upgrades
- 2 day all inclusive trip to Bimini
- 3 day all inclusive trip to Bimini
- 5 Day Island hopping trip
- 7 Day Island hopping or port of choice

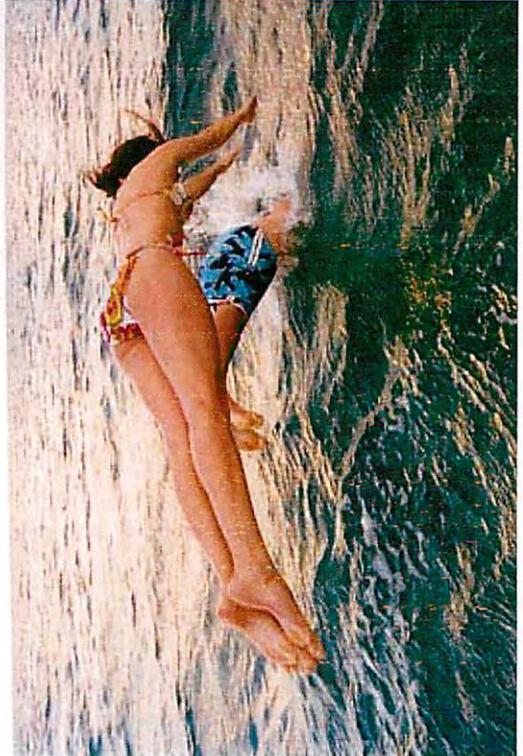


# MULTI-DAY PACKAGES | BAHAMAS



## BIMINI ESCAPE

- Weekend in Bimini
- 2 days one night at the famous big game club or Bimini Bay resort
- Beverages of choice
- Liquor of choice
- Light lunches on boat or shore side grill
- First afternoon and night spent on island tour of local spots and local food fare
- Second day is breakfast on island and late morning snorkeling at one of the numerous ship wrecks and reefs
- Light lunch and cruise back to marina state side

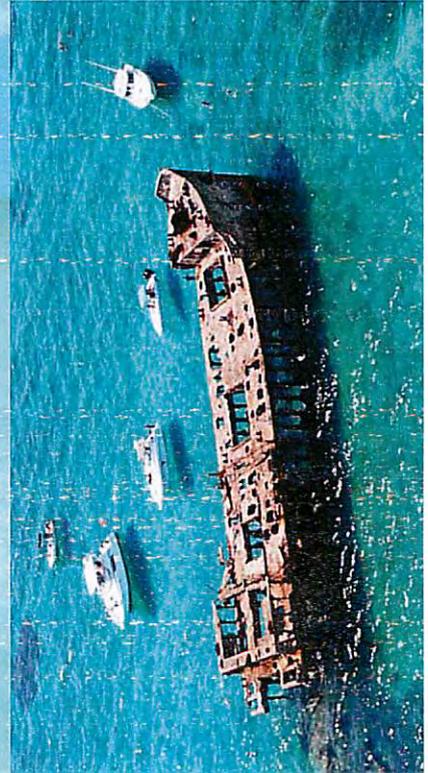


# MULTI-DAY PACKAGES | BAHAMAS



## BIMINI ELITE

- Three days in Bimini
- 3 days 2 nights at private condo with dock on south Bimini
- Beverages and liquor of choice
- Light lunches on boat and dinners shore side or at local hidden gems
- First afternoon and evening exploring the island and local hot spots
- Golf cart at clients disposal
- Day 2 snorkeling at concrete ship. A local wreck and reef
- Afternoon relaxing poolside and sea food sampling
- Day 3 breakfast on island shopping and light lunch returning home
- Limo service to and from hotel!



# MULTI-DAY PACKAGES | BAHAMAS



## CUSTOM BAHAMAS GETAWAY

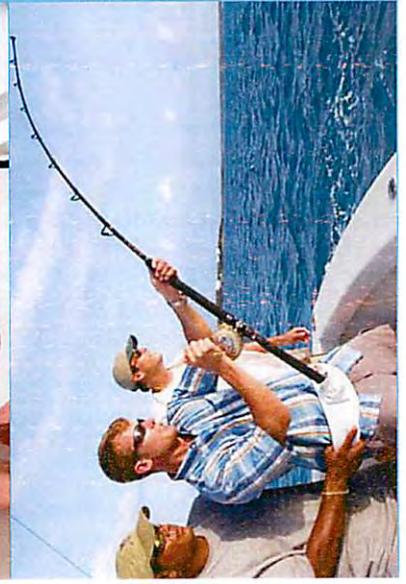
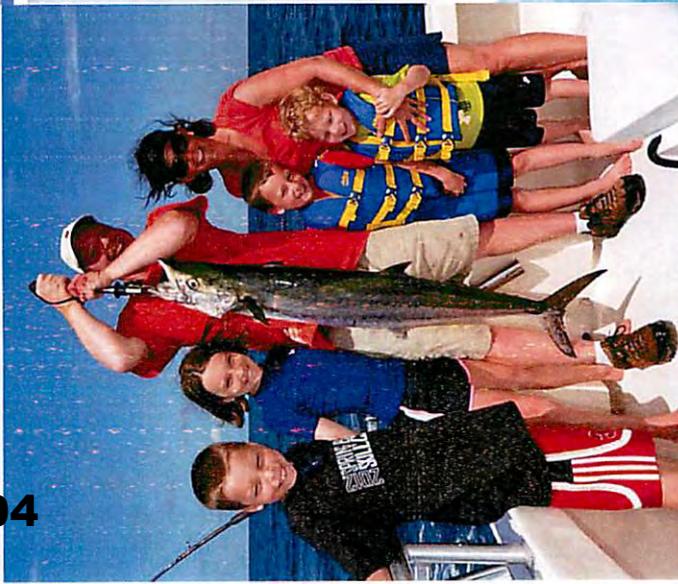
- Custom 4-5 days Bahamas getaway
- Grand Bahamas, Andros Island, Cat Cay, Gun Cay, Ginger, Great Issac and other
- Breakfast, Lunch and Dinner on boat and dinners shore side or at local hidden gems
- Snorkeling, free dive, fishing, scuba, golf, etc
- Island Hopping
- Limo service to and from hotel
- Private jet availability



Provisioning includes fresh fruits and vegetables, home made breads and pastries, imported cheeses, delicious meats and fish, tropical juices, fine wines and your favorite beverages. Your provisions will be waiting for you on board when you arrive. We offer a number of provisioning plans to satisfy any palate or appetite, including your favorite snacks, beverages, fine wines and liquors.



# MULTI-DAY PACKAGES | BAHAMAS



## BAHAMAS FISHING GETAWAY

- 3 days fishing in Bimini
- 3 days 2 nights in private condo or at the famous big game club or Bimini Bay Resort
- Day one: speed trolling to south bimini. Check in and late lunch on island
- Snapper fishing in evening and catch prepared by crew or big game restaurant
- Day two: Marlin, Wahoo, Dolphin fishing around Bimini Island and neighboring islands.
- Catch of the day prepared shore side
- Beverages of choice and liquor of choice
- Day three: snorkeling or reef fishing light lunch and return to state side
- Limo service to and from hotel



# PREMIER MEMBERSHIPS

With over 700 vessels and locations worldwide, Above & below enables you to enjoy an impeccably maintained, first-class yacht in the time increments that you select, bringing you the ultimate experience in exclusive digital memberships. Our state-of-the-art technology and membership packages can blaze you through the rental process so you can get the most out of your sunny day, anywhere in the world!

Contact us and find out more about our memberships and benefits.

Our digital memberships can be customized to accommodate your exact needs and budget.



CONTACT US



miami beach  
FLORIDA

(305) 458-1333  
info@abcharter.com

[www.abcharter.com](http://www.abcharter.com)



**RESOLUTION NO. 14 - \_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AND AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH PROSPORT ENTERTAINMENT, LLC, D/B/A SHFT MOBILE TECHNOLOGIES (“SHFT MOBILE”) AND THE TOWN OF SURFSIDE FOR THE DESIGN AND DEVELOPMENT OF THE TOWN’S TOURISM MOBILE APPLICATION PLATFORM (“TOURISM MOBILE APP”) REAFFIRMING THE RESORT TAX BOARD EXPENDITURE OF \$10,800.00 FROM THE FY2014/2015 RESORT TAX FUND ACCOUNT NO. 102-8000-552-48-10 FOR MAINTENANCE, SERVICING AND LICENSING; AUTHORIZING THE TOWN MANAGER TO DO ALL THINGS NECESSARY TO IMPLEMENT THE TERMS OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside desires to enter into a Professional Mobile Application Development Service Agreement (“Agreement”) with Prosport Entertainment, LLC, d/b/a ShFt Mobile Technologies (“ShFt Mobile”) for the purpose of designing, developing, maintenance, servicing and licensing the Town’s Tourism mobile application platform (“Tourism mobile app”); and

**WHEREAS**, the primary objective of the Tourism mobile app is for informational and promotional purposes; and

**WHEREAS**, Town Code, Sec. 3-13(7)d provides for an exemption from competitive bidding as the Tourism mobile app is a product used for advertising; and

**WHEREAS**, the Town Commission of the Town of Surfside, Florida believes it is in the Town’s best interest to enter into an Agreement with ShFt Mobile for the purpose of designing, developing, maintenance, servicing and licensing the Town’s Tourism mobile app; and

**WHEREAS**, the Town Commission reaffirms the Resort Tax Board expenditure of \$10,800.00 from the FY2014/2015 Resort Tax Fund Account No. 102-8000-552-48-10 to ShFt Mobile for yearly maintenance, servicing and licensing of the Tourism mobile app and approves and authorizes the Town Manager to execute the attached Agreement with ShFt Mobile (See Attachment “A”).

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

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

**Section 2. Approval and Authorization.** The Town Commission approves and authorizes the Town Manager to execute the attached Agreement with ShFi Mobile (Attachment "A").

**Section 3. Reaffirm.** The Town Commission reaffirms the Resort Tax Board expenditure of \$10,800.00 from the FY2014/2015 Resort Tax Fund Account No. 102-8000-552-48-10 for yearly maintenance, servicing and licensing of the Tourism mobile app.

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

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2014.

Motion by \_\_\_\_\_.

Second by \_\_\_\_\_.

FINAL VOTE ON ADOPTION

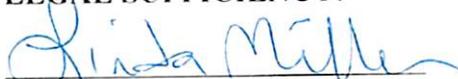
Commissioner Barry Cohen \_\_\_\_\_  
Commissioner Michael Karukin \_\_\_\_\_  
Commissioner Marta Olchyk \_\_\_\_\_  
Vice Mayor Eli Tourgeman \_\_\_\_\_  
Mayor Daniel Dietch \_\_\_\_\_

\_\_\_\_\_  
Daniel Dietch, Mayor

ATTEST:

\_\_\_\_\_  
Sandra Novoa, CMC, Town Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
Linda Miller, Town Attorney

**PROFESSIONAL MOBILE APPLICATION DEVELOPMENT SERVICE AGREEMENT**

**Between**

**THE TOWN OF SURFSIDE, FLORIDA**

**And**

**PROSPORT ENTERTAINMENT, LLC, d/b/a SHFT MOBILE TECHNOLOGIES**

**For**

**MOBILE APPLICATION DEVELOPMENT AND SERVICES  
FOR TOWN OF SURFSIDE**

**THIS PROFESSIONAL MOBILE APPLICATION DEVELOPMENT AND SERVICE AGREEMENT ("AGREEMENT") is made effective as of \_\_\_\_\_, 2014 (the "EFFECTIVE DATE"), by and between the TOWN of Surfside, Florida, a Florida municipal corporation (hereinafter referred to as the "TOWN"), and PROSPORT ENTERTAINMENT, LLC, d/b/a SHFT MOBILE TECHNOLOGIES, a Florida corporation authorized to do business in the State of Florida (hereinafter referred to as the "DEVELOPER"), whose FEI/EIN number is 900754939 and whose principal place of business is 309-23<sup>rd</sup> Street, Suite 100, Miami Beach, Florida 33139. Collectively TOWN and DEVELOPER are referred to as the PARTIES.**

**RECITALS**

**WHEREAS, the DEVELOPER is engaged in the business of developing and designing mobile application solutions; and**

**WHEREAS, TOWN is a Florida municipal corporation; and**

**WHEREAS, TOWN wishes to engage the DEVELOPER as an independent contractor for the TOWN for the purpose of designing and developing the TOWN's mobile platform ("APPLICATION") on the terms and conditions set forth below; and**

**WHEREAS, the DEVELOPER is willing and able to develop the APPLICATION and agrees to do so under the terms and conditions set forth in this AGREEMENT; and**

**NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the TOWN and DEVELOPER agree as follows:**

- 1. RECITALS. The Recitals set forth above are hereby incorporated into this AGREEMENT and made a part of hereof for reference.**

2. **PURPOSE.** TOWN hereby appoints and engages the DEVELOPER, and the DEVELOPER hereby accepts this appointment, to perform the services described in EXHIBIT "A" attached hereto and made a part hereof, in connection with the design and development of the APPLICATION (collectively, the "SERVICES").
3. **COMPENSATION.** The total compensation for the development and maintenance of the APPLICATION shall be as set forth in EXHIBIT "A" hereto.
4. **FIXED TERM.** This AGREEMENT shall become effective as of the EFFECTIVE DATE and, unless otherwise terminated in accordance with the provisions of Article 5 of this AGREEMENT shall have an initial term of one (1) year ("TERM"). TOWN shall have a one (1) year Renewal Option (a "RENEWAL TERM"), unless terminated in accordance with the remaining terms of this AGREEMENT. TOWN will notify DEVELOPER 45 (forty-five) days prior to the expiration of the AGREEMENT of its intent to the first renewal option. If the Town opts to extend for one year, at the end of the RENEWAL TERM, TOWN will have another one (1) year Renewal Option ("2<sup>nd</sup> RENEWAL TERM"). TOWN will notify DEVELOPER 45 (forty-five) days prior to the expiration of the AGREEMENT of its intent for the second renewal option. During the TERM, RENEWAL TERM AND 2<sup>nd</sup> RENEWAL TERM, the prices for the SERVICES of this AGREEMENT shall remain fixed. At the end of the 2<sup>nd</sup> RENEWAL TERM, the AGREEMENT will automatically terminate unless the TOWN and DEVELOPER enter into a new agreement or another extension.
5. **TERMINATION AND REMEDIES FOR BREACH.**
  - A. **TERMINATION FOR CAUSE.** If, through any cause within reasonable control, the DEVELOPER convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the TOWN, or is guilty of serious misconduct in connection with performance under this AGREEMENT, the TOWN shall have the right to terminate the SERVICES then remaining to be performed. Prior to the exercise of its option to terminate for cause, the TOWN shall notify the DEVELOPER of its violation of the particular terms of the AGREEMENT and grant DEVELOPER three (3) days to cure such default. If the default remains uncured after three (3) days the TOWN may terminate this AGREEMENT, and the TOWN shall receive a complete refund from the CONTRACTOR or in an amount equal to the actual cost of a third party to cure such failure, whichever is greater. Notwithstanding the foregoing, the DEVELOPER shall not be relieved of liability to the TOWN for damages sustained by it by virtue of a breach of the AGREEMENT by DEVELOPER and the TOWN may reasonably withhold payment to DEVELOPER for the purposes of set-off until such time as the exact amount of damages due the TOWN from the DEVELOPER is determined. Additionally, the DEVELOPER shall be required to indemnify the TOWN for all costs incurred by the TOWN to related to the process of hiring a third party to complete the SERVICES described in this AGREEMENT.
  - B. **TERMINATION FOR CONVENIENCE OF TOWN.** TOWN may, for its convenience and without cause, terminate the SERVICES then remaining to be performed at any time by giving DEVELOPER five (5) days written notice. Following

the termination of this AGREEMENT for any reason, the TOWN shall promptly pay the DEVELOPER according to the terms of EXHIBIT "A" for SERVICES rendered before the termination. The DEVELOPER acknowledges and agrees that no other compensation, of any nature or type, shall be payable hereunder following the termination of this AGREEMENT. All intellectual property provided by the TOWN pursuant to this AGREEMENT before the Termination Date shall be delivered to the TOWN within three (3) days of the Termination Date.

- C. TERMINATION FOR INSOLVENCY.** The TOWN also reserves the right to terminate the remaining SERVICES to be performed in the event the DEVELOPER is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
- D. TERMINATION – TRANSFER OF OWNERSHIP.** This AGREEMENT may be terminated by the TOWN upon five (5) calendar days' written notice if there is a change of ownership of the DEVELOPER. DEVELOPER shall notify Town Manager at least ten (10) business days before any such change in ownership of DEVELOPER.

**6. RESPONSIBILITIES.**

**A. DEVELOPER.** The DEVELOPER agrees to do each of the following:

- Create the Application System that meets the TOWN's specification as detailed in EXHIBIT "A" to this AGREEMENT.
- Provide the required SERVICES in a timeframe specified in EXHIBIT "A".
- Perform the SERVICES in a workmanlike manner and with professional diligence and skill, as a fully-trained, skilled, competent, and experienced personnel.
- On completion of the Application System, DEVELOPER must test all buttons, sections, links and functions of the Application System, ending with proper submission on the Apple Store, Google Play and any other server hosting required.
- Provide SERVICES and an Application System online (LIVE) that are satisfactory and acceptable to the TOWN and free of defects.
- Communicate with the TOWN regarding progress it has made with respect to the milestones listed in EXHIBIT "A" in performing the SERVICES upon an agreeable time each week.

**B. TOWN.** The TOWN agrees to do each of the following:

- Engage the DEVELOPER as the creator of its Application System as further detailed in EXHIBIT "A" to this AGREEMENT.

- Provide all assistance and cooperation to the DEVELOPER in order to complete the Application System timely and efficiently.
- Provide all required information, and supply all content for the Application System.

7. **SUPPORT PERIOD.** The DEVELOPER agrees to provide continued support for the Application System - on a monthly basis - after the application is successfully approved on the Apple Store, Google Play (the "MAINTENANCE"). The MAINTENANCE shall refer to any bugs or issues relating to the features specified in EXHIBIT "A", and not to create new functionality for the Application System. This monthly maintenance program also include a specific number of content changes as specified in EXHIBIT "A".

8. **PARTIES' REPRESENTATIONS AND WARRANTIES.**

A. The PARTIES each represent and warrant as follows:

- Each PARTY has full power, authority, and right to perform its obligations under the AGREEMENT.
- This AGREEMENT is a legal, valid, and binding obligation of each PARTY, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies).

B. The DEVELOPER hereby represents, warrants and covenants as follows:

- The DEVELOPER has the right to control and direct the means, details, manner, and method by which the SERVICES required by this AGREEMENT will be performed, except as it pertains to Advertisement. (See EXHIBIT "A", Section D, below).
- The DEVELOPER has the experience and ability to perform the SERVICES required by this AGREEMENT.
- The DEVELOPER has the right to perform the SERVICES required by this AGREEMENT at any place or location, and at such times as the DEVELOPER shall determine.
- The SERVICES shall be performed in accordance with and shall not violate any applicable laws, rules, or regulations, and the DEVELOPER shall obtain all permits or permissions required to comply with such laws, rules, or regulations.

- The SERVICES required by this AGREEMENT shall be performed by the DEVELOPER, and the TOWN shall not be required to hire, supervise, or pay any assistants to help the DEVELOPER perform such SERVICES.
- DEVELOPER warrants that the SERVICES to be performed hereunder shall be performed by the DEVELOPER'S own staff, unless otherwise approved in writing by the TOWN. Said approval shall not be construed as constituting an AGREEMENT between TOWN and said other person or firm. The DEVELOPER's services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design mobility Application professionals performing similar services in the same locality and under the same or similar circumstances and conditions.
- DEVELOPER represents that it possesses the requisite skills and shall follow the professional standards of the industry in performing all services under this AGREEMENT. The DEVELOPER agrees to use its skill and judgment in furthering the TOWN'S interests hereunder and DEVELOPER shall perform its services in accordance with the practice of the pertinent industry and as expeditiously as is consistent with reasonable skill and care.

C. TOWN hereby represents and warrants as follows:

- The TOWN will make timely payments of amounts earned by the DEVELOPER under this AGREEMENT and as detailed in EXHIBIT "A" hereto.
- The TOWN shall notify the DEVELOPER of any changes to its procedures affecting the DEVELOPER's obligations under this AGREEMENT at least three days prior to implementing such changes.

9. **INSURANCE COVERAGE.** The DEVELOPER shall secure and maintain throughout the duration of this AGREEMENT, insurance of such type and in such amounts necessary to protect its interest and the interest of the TOWN against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the TOWN, its officials, employees, agents and volunteers. Any insurance maintained by the TOWN shall be in excess of the DEVELOPER'S insurance and shall not contribute to the DEVELOPER'S insurance. The insurance coverage shall include a minimum coverage outline below. The DEVELOPER shall not start Services under this AGREEMENT until the DEVELOPER has obtained all insurance required hereunder and the TOWN Manager or designee has approved such insurance.

**A. COMPANIES PROVIDING COVERAGE.** All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the TOWN Manager or designee. All companies shall have a Florida resident agent and be rated at least A(X), as per A.M. Best Company's Key Rating Guide, latest edition.

**B. VERIFICATION OF INSURANCE COVERAGE** The DEVELOPER shall furnish certificates of insurance to the TOWN Manager or designee for review and approval prior to the execution of this AGREEMENT. The Certificates shall clearly indicate that the DEVELOPER has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of contract award to the DEVELOPER. The DEVELOPER shall maintain coverage with equal or better rating as identified herein for the term of this contract. The DEVELOPER shall provide written notice to the TOWN Manager or designee of any material change, cancellation and/or notice of non-renewal of the insurance within 30 days of the change.

The DEVELOPER shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim. All deductibles or self-insured retentions must be declared to and be approved by the TOWN Manager or designee.

The DEVELOPER shall furnish copies of insurance policies pertaining to this AGREEMENT to TOWN within ten (10) days of written request.

**C. FORM OF COVERAGE**

- **PROFESSIONAL LIABILITY INSURANCE.** The DEVELOPER shall maintain Professional Liability Insurance including Errors and Omissions coverage in the minimum amount of \$1,000,000.00 per claim, \$1,000,000.00 aggregate providing for all sums which the DEVELOPER shall be legally obligated to pay as damages for claims arising out of any errors, mistakes, negligence, wrongful acts, omission to act of the work or services performed under this AGREEMENT by the DEVELOPER or any person employed by the DEVELOPER in connection with this Agreement. This insurance shall must include a DEVELOPER's retro-active date/prior to commencement of the performance of this AGREEMENT. Further, this insurance shall include and maintain a Discovery Period for at least three (3) year after completion of the platform and application and acceptance of it by TOWN covered by this Agreement.

**10. TIMING AND DELAYS.** The DEVELOPER recognizes and agrees that failure to deliver the APPLICATION in accordance with the delivery schedule detailed in EXHIBIT "A" to this AGREEMENT will result in expense and damage to the TOWN. The DEVELOPER shall inform the TOWN immediately of any anticipated delays in the delivery schedule and of any remedial actions being taken to ensure completion of the Application System according to such schedule. If a delivery date is missed, the TOWN may, in its sole discretion, declare such delay a material breach of the Agreement under Article 5(A) and

pursue all of its legal and equitable remedies. If the TOWN declares a breach, the DEVELOPER cannot be held in breach of this AGREEMENT, if such delay is caused by an action or failure of action of the TOWN. In such case, the DEVELOPER will provide the TOWN with written notice of the delay and work on the Application System until the reason for the delay has been resolved by the TOWN and written notice of that resolution has been provided to the DEVELOPER.

- 11. CONFIDENTIAL INFORMATION.** The DEVELOPER agrees, during the TERM and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the TOWN, or to disclose to any person, firm, or corporation without the prior written authorization of the TOWN, any Confidential Information of the TOWN. "Confidential Information" means any of the TOWN's proprietary information, technical data, trade secrets, or know-how, including, but not limited to, business plans, research, product plans, products, services, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information disclosed to the DEVELOPER by the TOWN either directly or indirectly. However, DEVELOPER understands that TOWN is subject to Florida's Public Records Act, Chapter 119, Florida Statute and that such Confidential Information of the TOWN, including but not limited to, books, records, documents and data, maintained by the DEVELOPER are public records unless expressly exempted by general law.
- 12. ACCESS TO PUBLIC RECORDS.** DEVELOPER shall comply with the applicable provisions of Chapter 119, Florida Statutes. The TOWN shall have the right to immediately terminate this AGREEMENT for the refusal by TOWN to comply with Chapter 119, Florida Statutes. DEVELOPER shall retain all records associated with this AGREEMENT for a period of three (3) years from the date of Termination.
- 13. INDEPENDENT CONTRACTOR RELATIONSHIP.**

  - A. INDEPENDENT CONTRACTOR STATUS.** The DEVELOPER agrees to perform the SERVICES hereunder solely as an independent contractor. The PARTIES agree that nothing in this AGREEMENT shall be construed as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship between the PARTIES, or as authorizing either Party to act as the agent of the other. The DEVELOPER is and will remain an independent contractor in its relationship to the TOWN. The TOWN shall not be responsible for withholding taxes with respect to the DEVELOPER's compensation hereunder. The DEVELOPER shall have no claim against the TOWN hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. This AGREEMENT shall not create any obligation between the Parties and a third party.
  - B. INDEMNIFICATION OF TOWN BY DEVELOPER.** The TOWN has entered into this Agreement in reliance on information provided by the DEVELOPER, including the DEVELOPER's express representation that it is an independent contractor and in compliance with all applicable laws related to work as an independent contractor.

DEVELOPER shall be responsible for any and all of its own expenses in performing its duties as contemplated under this AGREEMENT. The TOWN shall not be responsible for any expense incurred by DEVELOPER. The TOWN shall have no duty to withhold any Federal income taxes or pay Social Security services and that such obligations shall be that of DEVELOPER other than those set forth in this agreement. If any regulatory body or court of competent jurisdiction finds that the DEVELOPER is not an independent contractor and/or is not in compliance with applicable laws related to work as an independent contractor, based on the DEVELOPER's own actions, the DEVELOPER shall assume full responsibility and liability for all taxes, assessments, and penalties imposed against the DEVELOPER and/or the TOWN resulting from such contrary interpretation, including but not limited to taxes, assessments, and penalties that would have been deducted from the DEVELOPER's earnings had the DEVELOPER been on the TOWN's payroll and employed as an employee of the TOWN.

- 14. NO CONFLICT OF INTEREST.** The DEVELOPER agrees to adhere to and be governed by the Miami-Dade County Conflict of Interest Ordinance Section 2-11.1, as amended; and by the Town's Ordinance Article VII – Code of Ethics, which are incorporated by reference herein as if fully set forth herein, in connection with the AGREEMENT conditions hereunder. The DEVELOPER covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which should conflict in any manner or degree with the performance of the SERVICES. The DEVELOPER further covenants that in the performance of this AGREEMENT, no person having any such interest shall knowingly be employed by the DEVELOPER. The DEVELOPER hereby warrants to the TOWN that, to the best of its knowledge, it is not currently obliged under any existing contract or other duty that conflicts with or is inconsistent with this AGREEMENT. During the TERM, the DEVELOPER is free to engage in other development activities; provided, the DEVELOPER notifies TOWN thirty days (30) prior to entering into other development activities or contract. However, the DEVELOPER shall not accept work, enter into contracts, or accept obligations inconsistent or incompatible with the DEVELOPER's obligations or the scope of SERVICES to be rendered for the TOWN pursuant to this AGREEMENT.
- 15. BACKGROUND CHECKS.** DEVELOPER will be responsible for maintaining current background checks on all employees, sponsors, subcontractor involved in the performance of this AGREEMENT. Background checks must be performed prior to the performance of any SERVICES by the employees, sponsors, subcontractor under the AGREEMENT. Written verification of any background checks must be provided to the TOWN at the request of the Town Manager. Also, prior to performance of SERVICES under this AGREEMENT, DEVELOPER will provide all names of agents, employees, sponsors or subcontractors for a background check conducted by TOWN's Police Department.
- 16. COMPLIANCE WITH LAW, RULES & REGULATIONS.** DEVELOPER 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 it, in providing the SERVICES under this AGREEMENT. DEVELOPER shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the SERVICES under this AGREEMENT. DEVELOPER shall secure all

permits, fees, licenses, and inspections necessary for the execution of the SERVICES, and upon termination of this AGREEMENT for any reason, DEVELOPER shall transfer such permits, if any, and if allowed by law, to the TOWN.

17. **POLICY OF NON-DISCRIMINATION.** DEVELOPER shall not discriminate against any person in its operations, activities or delivery of services under this AGREEMENT. DEVELOPER shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.
18. **RETURN OF PROPERTY.** Within one (1) week of the termination of this AGREEMENT, whether by expiration or otherwise, the DEVELOPER agrees to return to the TOWN all TOWN's products, samples, models, or other property and all documents, retaining no copies or notes, relating to the TOWN's business including, but not limited to, reports, abstracts, lists, correspondence, information, computer files, computer disks, and all other materials and all copies of such material obtained by the DEVELOPER during and in connection with its representation of the TOWN. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the TOWN's business, shall remain the TOWN's exclusive property.
19. **HOLD HARMLESS AND INDEMNIFICATION.** For other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, DEVELOPER agrees to indemnify, defend and hold harmless, the TOWN, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of the DEVELOPER, agents or other personnel entity acting under DEVELOPER's control in connection with the DEVELOPER's performance of SERVICES under this AGREEMENT and to that extent the DEVELOPER shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the TOWN in defense of such claims and losses including appeals. That the aforesaid hold-harmless agreement by DEVELOPER shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of DEVELOPER or any agent or employee of DEVELOPER regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
20. **SOVEREIGN IMMUNITY.** This AGREEMENT shall not 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.

**21. INTELLECTUAL PROPERTY.**

- A. No Intellectual Property Infringement by DEVELOPER. The DEVELOPER hereby represents and warrants that the use and proposed use of the APPLICATION by the TOWN or any third party does not and shall not infringe, and the DEVELOPER has not received any notice, complaint, threat, or claim alleging infringement of, any trademark, copyright, patent, trade secrets, industrial design, or other rights of any third party in the APPLICATION, and the use of the APPLICATION will not include any activity that may constitute "passing off." To the extent the APPLICATION infringes on the rights of any such third party, the DEVELOPER shall obtain a license or consent from such third party permitting the use of the APPLICATION.
- B. No Intellectual Property Infringement by TOWN. The TOWN represents to the DEVELOPER and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to the DEVELOPER for inclusion in the Application are owned by the TOWN, or that the TOWN has permission from the rightful owner to use each of these elements.
- C. Continuing Ownership of Existing Trademarks. The DEVELOPER recognizes the TOWN's right, title, and interest in and to all service marks, trademarks, and trade names used by the TOWN and agrees not to engage in any activities or commit any acts, directly or indirectly, that may contest, dispute, or otherwise impair the TOWN's right, title, and interest therein, nor shall the DEVELOPER cause diminishment of value of said trademarks or trade names through any act or representation. The DEVELOPER shall not apply for, acquire, or claim any right, title, or interest in or to any such service marks, trademarks, or trade names, or others that may be confusingly similar to any of them, through advertising or otherwise. Effective as of the termination of this AGREEMENT, the DEVELOPER shall cease to use all of the TOWN's trademarks, marks, and trade names.

**22. AMENDMENTS.** No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by both Parties.

**23. ASSIGNMENTS, TRANSFERS, SUBCONTRACTING.** The DEVELOPER shall not subcontract, assign or transfer any work under this AGREEMENT without the express, prior written consent of the TOWN. Should the DEVELOPER subcontract any SERVICES under this AGREEMENT, it shall be done with continued liability for the DEVELOPER. The DEVELOPER shall remain responsible for Services, responsibilities and liabilities of any person or entity acting under DEVELOPER.

**24. FORCE MAJEURE.** Neither party will be liable to the other or be deemed to be in breach of this AGREEMENT for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault of negligence. Such causes may include,

but are not limited to, acts of nature or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or governmental authorities approval delays which are not caused by any act or omission by DEVELOPER. The party whose performance is affected shall request an extension of time to perform its obligations stated in this AGREEMENT by notifying the party, which it is obligated, within ten (10) days following the event. If the notified party agrees that the event was the cause of the delay, the time to perform the obligations stated in this AGREEMENT shall be extended by the number of days of delay caused by the event. If the required notice is not given by the delayed party, no time extension shall be granted.

**25. MOST FAVORED NATION.** DEVELOPER agrees that if, after the EFFECTIVE DATE of this AGREEMENT, it enters into another 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, TOWN may provide DEVELOPER 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 a new agreement within thirty (30) days of the NEW AGREEMENT NOTICE, then the TOWN shall have the right to terminate this AGREEMENT without penalty or early termination fee, subject to the terms and conditions herein, by providing thirty (30) days advance written notice to DEVELOPER, such notice to be given no later than sixty (60) days from the NEW AGREEMENT NOTICE.

**26. NOTICES.** All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified or registered mail, first class postage prepaid, return receipt requested, or (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified or registered mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

*Professional Mobile Application Development Service Agreement between the Town of Surfside, Florida and Prosport Entertainment, LLC, d/b/a ShFt Mobile Technologies*

<b>To the Town:</b>	Michael P. Crotty Town Manager Town of Surfside 9293 Harding Avenue Surfside, Florida 33154 Tel: (305) 731-3914 mcrotty@townofsurfsidefl.gov	<b>With a copy to:</b> Duncan Tavares Director of Tourism, Economic Development & Community Services Town of Surfside 9293 Harding Avenue Surfside, Florida 33154 Tel: (305) 864-0722 dtavares@townofsurfsidefl.gov
<b>To the Developer:</b>	Prosport Entertainment, LLC, d/b/a ShFt Mobile Technologies Attn: Kent Aguero 309-23 <sup>rd</sup> Street Miami Beach, Florida 33139 Tel: (305) 851-3738 info@prosportentertainment.com	

**27. GOVERNING LAW.** This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this AGREEMENT shall be litigated in Miami-Dade County, Florida.

**28. ATTORNEY'S FEES.** If this matter is placed in the hands of an attorney for collection, or in the event suit or action is instituted by the TOWN to enforce any of the terms or conditions of the AGREEMENT, DEVELOPER shall pay to the TOWN, in such suit or action in both trial court and appellate court, the TOWN's costs together with the TOWN's reasonable attorney's fees for the anticipated cost of collection and judgment enforcement.

**29. DISPUTE RESOLUTION.**

**A.** This AGREEMENT shall be governed by the laws of the State of Florida and the applicable laws of the United States of America. Any proceeding seeking to enforce any provision of, or based on any rights arising out of, this Agreement may be brought against any of the parties in the courts of the State of Florida, Miami-Dade County, or if it has or can acquire jurisdiction in the United States District Court of the Southern District of Florida and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action.

**B.** As an Alternate Dispute Resolution ("ADR"), any and all disputes between TOWN and DEVELOPER that arise under or in connection with this AGREEMENT which cannot be resolved through good faith negotiation can be submitted to binding arbitration, to be conducted in Miami-Dade County, Florida in accordance with the American Arbitration Association Arbitration Rules. However, the ADR is an option, and in no way considered



*Professional Mobile Application Development Service Agreement between the Town of Surfside, Florida and Prosport Entertainment, LLC, d/b/a ShFi Mobile Technologies*

BY: \_\_\_\_\_  
KENT AGUERO  
Manager/Officer  
Prosport Entertainment, LLC, d/b/a  
Shift Mobile Technologies  
Date \_\_\_\_\_

ATTEST: \_\_\_\_\_  
SANDRA NOVOA, CMC, Town Clerk  
Date \_\_\_\_\_

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

BY: \_\_\_\_\_  
LINDA MILLER, Town Attorney  
Date \_\_\_\_\_

## **EXHIBIT “A”**

### **A) MOBILE APP CREATION, DEVELOPING AND LAUNCH. DEVELOPER will:**

Advise, generate and develop a complete mobile app with social media platform suitable for the TOWN.

Construct a robust scalable and multilevel mobile platform to build a solid presence among TOWN’s active community.

Design the app with TOWN’s guidance using the Shift’s development team.

Collaborate with TOWN to gather, strategize and integrate all the context, images and video content designed for mobile platforms.

Conduct extensive platform testing to assure satisfactory user experience and consistency. Testing the keywords, links and other meta-tags throughout the mobile app for maximum exposure, navigation and search engine optimization.

Launch app bug-free of issues and compatible with all mobile devices.

### **B) MOBILE APP POST DEVELOPMENT. DEVELOPER will:**

Conduct Mobile App Content Updates – adding, editing and/or removing any text or copy including any news, articles, reports, contact information and product or service description.

Conduct Graphics & Animation Updates – adding, editing and sizing of any pictures / animations to the mobile app

Maintain Social Media platform link updates (Facebook, Twitter, YouTube, and others)

Monitor mobile app intermittently and upon TOWN’s request.

Upkeep technology updates: Apple, Android, HTML5, WordPress and other devices used.

Provide 24/7 server maintenance and HTML5 upgrades

Weekly advance visitor analytics reports.

### **C) CONTENT. TOWN is responsible for obtaining rights to and making available to DEVELOPER all TOWN content to be used in the TOWN’s APPLICATION. TOWN will determine, in its sole discretion, but consistent with the capabilities of the DEVELOPER, the branding, creative look and feel, and all other content provided by the TOWN.**

All content shall be provided to the DEVELOPER by the TOWN in the formats specified below:

- All text shall be provided in Word, PDF, or HTML, RTF, PageMaker or WordPerfect,
- All graphics shall be provided in TIFF, GIF or JPEG formats

**D) ADVERTISEMENTS.** Final approval of all advertisements, whether by DEVELOPER, Sponsors or others, must be approved by TOWN prior to the appearance of the advertisement on the TOWN's App.

**E) DEVELOPER'S DELIVERABLES.** As part of the SERVICES to this AGREEMENT, the DEVELOPER shall provide to the TOWN the following "Deliverables":

- Splash / Loading Page
- Interactive Home Page with slideshow/ also manually sliding
- Dynamic/ multilevel Navigation (single or multi-level sliding rows)
- Social Media Integration
  - Facebook
  - Twitter
  - Instagram
  - YouTube
- Main Social Platforms Feature
  - Check-in feature with Facebook, Twitter or Google+
  - Share Content via Facebook, Twitter, Msg or Email
  - Facebook likes "throughout app" directly from within the app
  - Community Wall - share comments, photos, global location map or "near-me"
- API Integration / push and pull database and content from anywhere
- Products and Services
  - Feature item listing capability (product integration and maintenance separately)
  - Comment to Wall-Post capabilities
  - Top section ad-placement for featured sponsors
- Promotions and product introductions
  - Sponsor / Advertising Integration (per section available)
  - New product announcements
  - Geo-target clients by current location, map definition, device OS
  - Rich push promo notifications
  - Schedule Promotions, programs or events
  - Automatic device recognition
  - QR Promotions
  - GPS Promos and Check-ins
  - Share App benefits
  - Visitors can browse, share and comment on product, services and promotions
- Interactive Map
  - Geo-target your location and places near-by
- Push notifications
  - Schedule push notification

- Target OS platform
- Target recipients by location or map Rewards
- Full Calendar of Events and promotions, featuring:
  - Full Description
  - Comment
  - Sharing via Facebook, Twitter, Mgs or Email
  - Add to mobile phone calendar (iCal, Google, etc.)
  - Attendance notification and projections
  - LIVE photo sharing
- Publications and Reading Materials
  - List and promote your publicized articles and reading materials
  - Visitors can browse, share and comment on them
- Interactive Community Wall-Posts
  - Share comment
  - Upload your photos LIVE with other fans, friends, family, etc.
- News
  - Add news and press articles
  - Visitors can comment, share and interact with all articles
  - RSS integration
  - Mailing list subscription (sign-up to receive more exclusive content and rewards)
- Gallery Photos
  - Share, comment and import photos of your events, experiences
- Gallery Videos
  - YouTube, Video, Daily motion, iTunes, or custom video uploads. You can also stream most real-time videos in your app with Livestream or Ustream.
- Customer Reviews, surveys and Wall Posts sections available (by request)
- External links for sponsors, vendors and partners
- E-commerce Ready platform
- Advance Visitor Analytic Reports

**F) PLATFORMS.** The APPLICATION provided by the DEVELOPER to the TOWN shall be compatible with the following mobile devices:

**Native:** iPhone, iPad and Android mobile OS  
**HTML:** Most Tablets, Blackberry, Nokia and most smart mobile devices

**G) COMPLETION SCHEDULE.** The schedule for completion of the Mobile Platform (“Schedule) and the responsibilities under the AGREEMENT is detailed as follows:

*(Tasks below are materials in-hand based estimates)*

Comprehensive Predevelopment Design Review	3 Week
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Content Requirements & Verification	3 Week
Development and Customization - Shift	4 Weeks
Content Integration	2 Weeks
Testing & Acceptance – Apple & Android Approval	7 Days
Launch Publicly -	2 Days
<b>Total Estimated Development Time:</b>	<b>8 Weeks</b>

**H) FEES**

**DEVELOPMENT & MAINTENANCE COSTS:**

- **Application Development:** US \$32,000 App Actual Cost
- Investment Breakdown: US \$16,000 *Above and Below Charters, LLC*
- US \$16,000 *DEVELOPER's investment*
  
- **Development Cost to Client:** US \$0.00
  - All items and services included in "Deliverables"
  - Creation of the mobile Application (Multi-language structure - not content).
  - Applicable content, products and services from client
  - API functionality for feeding online content
  - All licenses and submission fees for Apple, Android and other server requirements
  
- **Sponsorship Terms (Above & Below Charters, LLC):**

For the sponsorship funding of the platform, the sponsor shall receive the following:

  - 1 of the 5 front page slides on the app
  - Mention on the services and companies section
  - 1 Push promo to subscribers per month
  - Inclusion on Town's newsletters and promos (digital and hard copy)
  
- **New Sponsorships Revenue Split:**

*(After DEVELOPER's investment has been reimbursed then 50% - 50% split)*

Client: 50%

Developer: 50%
  
- **Monthly Maintenance:** US \$650/month (12-month package)
  - Includes all technology up-keeping of the App mainframe and social platforms links

- *Ads, content and other media uploads outside API 15-20 changes per month -- Updates per month promo and notifications, events notifications, media uploads, sponsor ads and home slides*
- *API content and system-links technology up-keep*
- *Weekly advance visitor analytics reports.*

➤ **Minimum Monthly Managed Service Fee: US\$250/month.**

*Beginning the Commercial Launch Date, and thereafter throughout the Term, a Minimum Monthly Managed Service Fee ("MMMSF") will be assessed as set forth below for the operation, hosting and support of the Mobile platform (including all maintenance and monthly server fees, Apple and Android licenses and fees, the highest quality, US based, server hardware, storage, 24 7 System Monitoring system, and bandwidth requirements necessary to support the Mobile platform via the DEVELOPER)*



# Town of Surfside Commission Communication

**Agenda Item #** 4B1

**Agenda Date:** October 14, 2014

**Subject:** An Ordinance Amending Town Code Section 90-52 "Required Clearances" and Striking Town Code Section 90-92 "Sight Triangles and Clearances"

## **BACKGROUND**

On June 19, 2014, the Town Commission held a Special Commission Meeting to bring conclusion to the hedges and corner visibility (sight triangle) issues. At said Meeting, the Members of the Commission voted on a motion to amend the provisions of the Town Code associated with sight triangles, and provided policy direction to the Administration on how to proceed with other measures to facilitate and mitigate the impacts associated therewith. The motion substantially directed the Administration to take steps to accomplish the following:

- Amend the Town Code to reduce the sight triangle provisions from 25 feet to 15 feet, provided that we do not go into any private property
- Take action to ensure removal of anything that is in the rights-of-way (easements), which is public property
- Take action to move the stop signs, wherever possible and agreeable with Miami-Dade County and through the [Surfside Police] Chief to a clearer position, where it will provide more visibility on those corners
- Take action to mark (paint) curbs at the corners which will ease visibility
- Establish hardship criteria to determine which properties can easily be identified as "true hardship" cases

Discussion also ensued regarding the possible change of the height of hedges on properties that had frontages facing the streets, but no amendment to the original motion was made. Suggestions were made that hedge heights in front or side yards that faced a street be increased from a maximum height of four (4) feet to a maximum height of six (6) feet, but no formal action was taken to amend these provisions.

## **ANALYSIS**

Upon review of the motion made at the June 19, 2014, Special Commission Meeting, the Administration and Town Attorney's Office determined that there were some portions of the motion which may not be in keeping with the intended outcome, conflict as to applicability, or may not be legally sufficient. As a result, the Assistant Town Attorney and Code Compliance Director met with two Miami-Dade County Attorneys and an Assistant Traffic Engineer at which time clarification was sought and obtained as to the jurisdictional and regulatory requirements associated with the Florida Green Book. At the conclusion of the discussions, it was determined that Miami-Dade County has adopted the Florida Green Book regulations as their standard, and that due to the County's jurisdictional authority over traffic and roadways within local municipalities, the Town of Surfside would ultimately be governed by these regulations.

In order to overcome these issues and legal concerns, staff crafted language similar to that of ordinances that were reviewed from the neighboring jurisdictions of Bal Harbour and Bay Harbor Islands.

The proposed Ordinance amends Section 90-52 and strikes Section 90-92 of the Town Code and serves to combine and clarify the language contained therein, as well as eliminates the language reflecting specific sight-line distance requirements. The amendments will provide that all corner properties shall maintain unobstructed corner clearance areas.

In light of the clarifications resulting from the discussions with Miami-Dade County staff, if the Commission would like to consider establishing policy direction with regard to maintaining unobstructed corner clearance areas in keeping with the approved motion of June 19, 2014, staff will endeavor to pursue same as long as clear unobstructed corner clearance areas are not compromised. Please provide direction.

Staff will address enforcement: 1) on a case-by-case basis, determine the acceptable unobstructed corner clearance requirements for each corner property; and 2) establish standards by which said determination will be made.

Moreover, the Surfside Police Department and Public Works Department will work Miami-Dade County to review "stop sign" and "stop bar" locations and when possible and feasible move those "stop bars" and "stop signs" to alleviate or facilitate clearer sight lines at intersections.

The Code Compliance Division will more actively enforce rights-of-way (easements) adjacent to private properties, especially in the areas that lie between private property lines and the curb of the streets, to ensure that hedges and other plantings are removed.

The Administration may consider hardships, on a case-by-case basis, wherein a property owner claims to be negatively impacted by enforcement due to configuration of the lot, configuration of the intersection, width of streets, one-way streets, dead-end streets, traffic patterns, etc., as long as the relief sought is not in conflict with unobstructed corner clearance areas.

**CONCLUSION:**

Due to the above referenced issues associated with the implementation of the whole of the Commission's motion of June 19, 2014, including staff's subsequent follow-up with Miami-Dade County staff, the Administration recommends that the Town Commission adopt the attached Ordinance.

  
\_\_\_\_\_  
Code Compliance Director

  
\_\_\_\_\_  
Town Manager

**ORDINANCE NO. 14 - \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 "ZONING" AMENDING CODE SECTION 90-52 "REQUIRED CLEARANCES" AND STRIKING CODE SECTION 90-92 "SIGHT TRIANGLES AND CLEARANCES;" PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 90-52 of the code requires that all new construction maintain a corner clearance distance of 25 feet along both lot lines and that this corner clearance area remain free of all obstructions greater than 24 inches in height; and

**WHEREAS**, Section 90-92 also requires a 25 feet corner clearance area, but this code provision states that this area shall provide an unobstructed view of 30 inches for eight feet in height and this code provision does not reference if it is for new or existing structures; and

**WHEREAS**, Section 90-52 provides for a lower height for obstructions within this corner clearance area; and

**WHEREAS**, Section 90-92 allows for an additional six inches in height which is typical within most zoning codes; and

**WHEREAS**, the additional six inches offers homeowners the ability to plant landscaping groundcover with a maximum height of 30 inches within the corner clearance area; and

**WHEREAS**, Town Staff recommends striking Section 90-92 of the Code and amending Section 90-52 for consistency; and

**WHEREAS**, the Town recommends all corner properties provide and maintain unobstructed corner clearance areas along both the front and side lot lines; and

**WHEREAS**, the Town recommends that the Town Manager or designee shall make the final determination regarding unobstructed corner clearance areas; and

**WHEREAS**, the Town Commission held its first public hearing on October 14, 2014 having complied with the notice requirements required by Florida Statutes; and

**WHEREAS**, the Planning and Zoning Board, as the local planning agency for the Town, held its hearing on the proposed amendments on October 30, 2014 with due public notice and input; and

**WHEREAS**, the Town Commission conducted a second duly noticed public hearing on

these regulations as required by law on November 18, 2014.

**WHEREAS**, it is in the best interest of the Town to strike Section 90-92 of the Code and amend Section 90-52 for consistency.

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

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

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

**Sec. 90-52. - Required clearances.**

As an aid to free and safe movement of vehicles at and near street intersections and in order to promote more adequate protection for the safety of children, pedestrians, operators of vehicles and for property, ~~for proposed construction hereafter~~, there shall be limitations on the height of fences, walls, gateways, ornamental structures, signs, hedges, shrubbery, and other fixtures, construction, and planting on corner lots in all districts where front yards are required as follows:

- (a) All corner properties shall provide and maintain unobstructed corner clearance areas ~~measured a distance of 25 feet along both the front and side lot lines; and measured from the point of intersection, of the intersecting lot lines.~~
- (b) All objects, fences, walls, gateways, ornamental structures, signs, hedges, shrubbery, and other fixtures, construction, and planting within any corner clearance areas as previously defined shall be limited to a maximum height of 24 inches above the established elevation of the nearest curb; provide unobstructed cross-visibility at a level between 30 inches and eight feet, with the exception of tree trunks that do not create a traffic hazard; and
- (c) ~~Any permanent or semi-permanent structures, including trees or shrubs, with the exception of walls or fences subject to the height limitations stated herein, shall not be allowed or constructed.~~ The property owner shall be responsible for maintaining all landscaping within any part of the corner clearance areas; and
- (d) It shall be unlawful for any person to plant or cause to be planted any tree or shrubs or to place any structure in the public right-of-way without a permit from the Town Manager or designee. The elevation grades of the public right-of-way adjacent to private property shall not be altered; and
- (e) Landscaping, except required turf and groundcover, shall not be located within the public-right-of-way between the edge of any roadway or curb and the private property line; and

- (f) The Town Manager or designee shall make the final determination regarding unobstructed corner clearance areas.

~~**Sec. 90-92. Sight triangles and clearances.**~~

~~When the subject property abuts the intersection of one or more streets or access ways, all landscaping within the triangular area located within 25 feet of the intersection of the front and side street property lines shall provide unobstructed cross visibility at a level between 30 inches and eight feet, with the exception of tree trunks that do not create a traffic hazard. The property owner shall be responsible for maintaining all landscaping within the cross-visibility triangle. Landscaping, except required turf and groundcover, shall not be located closer than five feet from the edge of any roadway and three feet from the edge of any alley or pavement. All sight triangles shall be indicated on the landscape plans.~~

~~*NOTE:* The town traffic engineer shall have final approval of the clear sight triangles.~~

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

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

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

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

PASSED and ADOPTED on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

PASSED and ADOPTED on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Daniel Dietch, Mayor

**ATTEST:**

\_\_\_\_\_  
Sandra Novoa  
Town Clerk

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

  
\_\_\_\_\_  
Linda Miller, Town Attorney

On First Reading Moved by: \_\_\_\_\_

On Second Reading Seconded by: \_\_\_\_\_

**VOTE ON ADOPTION:**

Commissioner Barry R. Cohen	yes	_____	no	_____
Commissioner Michael Karukin	yes	_____	no	_____
Commissioner Marta Olchyk	yes	_____	no	_____
Vice Mayor Eli Tourgeman	yes	_____	no	_____
Mayor Daniel Dietch	yes	_____	no	_____



## Town of Surfside Commission Communication

**Agenda #** 4B2  
**Agenda Date:** October 14, 2014  
**Subject:** Medical Marijuana  
**From:** Sarah Sinatra Gould, AICP, Town Planner

### **Background:**

The Florida Right to Medical Marijuana Initiative, Amendment 2, is on the November 4, 2014 ballot as an amendment to the Florida Constitution. If approved, medical marijuana will be legalized in Florida. The amendment is expected to pass in November. The Town Commission wishes to enact regulations prior to November, and instructed staff to draft a zoning ordinance for first reading in October.

### **Analysis:**

The existing State Statute is SB 1030 (AKA Charlotte's Web), enacted during the 2014 legislative session. The statute is administered by the Health Department and only permits the sale and consumption of liquid, non-euphoric form of cannabis for very limited conditions/illnesses, which are specified in the statute. The current statute is not intended to implement the Amendment, but has a more limited purpose. The proposed Amendment 2 permits medical marijuana for any disease/condition as deemed medically necessary by a doctor. Only a doctor's certification is required for consumption.

The League of Cities has a task force to get a handle on the issue of whether the state has preempted local government from zoning to regulate the use of medical marijuana. At this time, staff is of the opinion that this use can be regulated through zoning. However, a total prohibition of its use could be problematic. It may not be desirable to be the first municipality to have a total ban, which is anticipated to invite litigation and its associated expense.

As requested by the Town Commission, Staff drafted an ordinance that included several types of local regulations that could be instituted to limit the impact of medical marijuana facilities in the Town of Surfside, several examples are as follows:

- Limiting the use to certain zoning districts
- Only permit as a conditional use rather than a permitted use
- Include distance separation between uses (1000 feet)
- 200 feet distance from a public or private school, place of public assembly, Public Park or community center
- Have a minimum/maximum area restrictions for operations
- Require security
- Require air scrubbers to avoid odor affecting neighboring businesses.
- No loitering or on-site consumption
- Hours of operation limitations

**Budget Impact:** N/A

**Growth Impact:** N/A

**Staff Impact:** N/A

**Staff Recommendation:** Staff recommends the Town Commission approve this ordinance on first reading.



Michael Crotty, Town Manager

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA RELATING TO MEDICAL MARIJUANA FACILITIES FOR MEDICAL USE ONLY; AMENDING CHAPTER 90 “ZONING” BY AMENDING “DEFINITIONS”; SPECIFICALLY AMENDING SECTION 90-23 “CONDITIONAL USES”; SECTION 90-41 “TABLE- REGULATED USES”; CREATING SECTION 90-41.2 “MEDICAL MARIJUANA FACILITIES”; SPECIFICALLY AMENDING SECTION 90-77 “OFF-STREET PARKING REQUIREMENTS”; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the State of Florida is considering legalizing the dispensing of Marijuana for medical use; and

**WHEREAS**, the Town has seen reports, studies and cases regarding the impacts of medical marijuana facilities to the surrounding area; and

**WHEREAS**, the Town Commission has the responsibility and authority to determine what uses are best suited to particular zoning categories as well as land use categories within the Town; and

**WHEREAS**, the Town Commission of the Town of Surfside has determined that given the potential impact on the surrounding area, medical marijuana facilities should only be permitted within the SB-B40 zoned areas of the Town; and

**WHEREAS**, the Town Commission held its first public hearing on October 14, 2014 having complied with the notice requirements required by Florida Statutes; and

**WHEREAS**, the Planning and Zoning Board, as the local planning agency for the Town, held its hearing on the proposed amendments on October 30, 2014 with due public notice and input; and

**WHEREAS**, the Town Commission conducted a second duly noticed public hearing on these regulations as required by law on November 18, 2014; and

**WHEREAS**, the Town Commission of the Town of Surfside has determined that it is in the best interests of the Citizens of Surfside and the general public to regulate the location of medical marijuana facilities in the event the State of Florida legalizes said facilities for medical use.

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

**Section 1. Recitals.** The foregoing “WHEREAS” clauses are ratified and confirmed as being

true and correct and are made a specific part of this Ordinance.

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

**Sec. 90-2. Definitions.**

\* \* \*

*Marijuana.* Any strain of cannabis or marijuana, in any form, that is authorized by state law to be dispensed or sold in the State of Florida. Also referred to as “Medical Marijuana.”

\* \* \*

*Cannabis.* Any plant(s) or part of a plant(s) of the genus Cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant(s); and every compound, manufacture, salt, derivative, mixture, or preparation of the plant(s) or its seeds or resin.

\* \* \*

*Medical Marijuana Facility.* A retail establishment, licensed by the Florida Department of Health as a “medical marijuana treatment facility,” “medical marijuana treatment center,” “dispensing organization,” “dispensing organization facility” or similar use, that sells and dispenses medical marijuana, but does not engage in any other activity related to preparation, wholesale storage, distribution, transfer, cultivation, or processing of any form of Marijuana or Marijuana product, and does not allow on-site consumption of Marijuana.

\* \* \*

*Qualified Registered Patient/Qualified Patient.* A resident of the state of Florida who has been added to the State’s compassionate use registry by a physician licensed under chapter 458 or chapter 459, Florida Statutes to receive marijuana from a dispensing organization or Medical Marijuana Treatment Center as defined in Florida Statutes.

\* \* \*

*Medical Use.* The prescriptive use of any form of cannabis to treat a qualifying medical condition and the symptoms associated with that condition or to alleviate the side effects of a qualifying medical treatment.

\* \* \*

*Non-Medical Marijuana Sales.* The purchase, sale, transfer or delivery of marijuana, cannabis, cannabis-based products or cannabis plant(s) when such sale, transfer or delivery is not associated with any medical purpose or use, whether or not such purchase, sale, transfer or delivery is lawful

under federal or state law.

**Sec. 90-23. Conditional uses**

\* \* \*

90-23.4 Procedures; Conditional Uses. Application and fee shall be submitted to the Town for a Conditional Use review and are subject to the requirements of section 90-23. Applications for approval of a Conditional Use shall be heard by the Planning and Zoning board for a recommendation to the Town Commission. The Planning and Zoning board's report may contain recommendations to the Town Commission in approving the Conditional Use. The Town Commission may establish these and/or additional conditions for an approval by a simple majority vote. Medical marijuana facilities, Outdoor dining facilities, hotel swimming pools, and other similar facilities shall be required to obtain an annual Conditional Use permit. The permit will dictate hours of activity and other conditions necessary to provide compatibility with the surrounding neighborhood.

\* \* \*

**Sec. 90-41. Regulated uses.**

\* \* \*

**90-41 (c) Table—Regulated uses.**

\* \* \*

<i>Office Uses and Professional Services</i>	<i>SB-B40</i>
* * *	* * *
Medical or dental clinic	P(9)
<u>Medical Marijuana Facility</u>	<u>CU(9,17, 25)</u>
Psychic reading, advising, and consulting, palmistry, clairvoyance, astrological interpretation, tarot card reading, spiritual consultation, or fortune telling	P(9)
* * *	* * *

\* \* \*

(25) Subject to the regulations set forth in Section 90-41.2, Medical Marijuana Facilities.

\* \* \*

**90-41.2. Medical Marijuana Facilities.**

**(a) Application.**

(1) Application Requirements. In addition to the standard application requirements and meeting all the requirements for a Conditional Use prescribed in Section 90-23 an application for Conditional Use approval for a Medical Marijuana Facility shall:

- a. be a joint application by the Property owner and the tenant, if the Medical Marijuana Facility and the Property are not owned by the same person or entity;
- b. be accompanied by a lease identifying the specific use, if the Medical Marijuana Facility and the Property are not owned by the same person or entity;
- c. in addition to the notice required by this Chapter, no later than 10 days prior to each and every public hearing, provide proof of mailed notice of the public hearing to all property owners within 1,000 feet of the property on which the Medical Marijuana Facility is proposed.

**(b) Additional Requirements.**

- (1) Hours of operations. No medical Marijuana Medical Marijuana Facility shall be open between the hours of six o'clock (6:00) P.M. and eight o'clock (8:00) A.M.
- (2) The Property shall provide sufficient sound absorbing insulation so that noise generated inside the premises is not audible anywhere on the adjacent property or public rights-of-way, or within any other building or other separate unit within the same building as the Medical Marijuana Facility.
- (3) Odor and air quality. The Property shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the Property is not detected outside the Property, anywhere on adjacent property or public rights-of-way, or within any other unit located within the same building as the Medical Marijuana Facility. A complete air filtration and odor elimination filter and scrubber system shall be provided ensuring the use will not cause or result in dissemination of dust, smoke, or odors beyond the confines of the occupied space.
- (4) Separation distance. The Medical Marijuana Facility shall not be located within a two hundred (200') radius of a public or private school, place of public assembly, public park or community center. The distances specified in this section shall be determined by the

horizontal distance measured in a straight line from the closest property line to the closest property line of the lot on which the Medical Marijuana Facility is located, without regard to intervening structures.

- (5) Separation between facilities. The Medical Marijuana Facility shall not be located within a one thousand foot (1,000') radius of any other Medical Marijuana Facility. The distance specified shall be determined by the horizontal distance measured in a straight line from the property line of any other Medical Marijuana Facility to the closest property line of the lot on which the permitted Medical Marijuana Facility is located, without regard to intervening structures.
- (6) Conviction or probation. No person who has been convicted within the previous ten (10) years of a felony or, who is currently on parole or probation for the sale or distribution of a controlled substance, shall be engaged directly or indirectly in the management of the Medical Marijuana Facility nor, further, shall manage or handle the receipts and expenses of the Medical Marijuana Facility.
- (7) Variances to the location standards of this Section shall be prohibited.
- (8) Garbage. Refuse or waste products incident to the distribution of marijuana shall be destroyed on-site at least once every 24 hours.
- (9) Security. With the application, the Applicant shall submit a security plan demonstrating compliance with Section 37.986, Florida Statutes and all other applicable statutes and State administrative rules.
- (10) In addition to proving compliance with all State requirements, the security plan shall, at a minimum, provide the following:
  - a. Windows and roof hatches at the Property shall be secured so as to prevent unauthorized entry, and shall be equipped with latches that may be released quickly from the inside to allow exit in the event of emergency and shall be in compliance with all applicable building code provisions.
  - b. Fully operational lighting and alarms reasonably designed to ensure the safety of persons and to protect the premises from theft, both in the premises and in the surrounding rights-of-way, including:
    - i. silent security alarm that notifies the Police Department or a private security agency that a crime is taking place;
    - ii. a vault, drop safe or cash management device that provides minimum access to the cash receipts; and
    - iii. a product storage vault of sufficient size to secure all Marijuana products on the premises during hours during which the business is not operating.
    - iv. a security camera system capable of recording and retrieving an image which shall be operational at all times during and after business hours. The

security cameras shall be located at every ingress and egress to the dispensary, including doors and windows, on the interior where any monetary transaction shall occur and at the ingress and egress to any area where Medical Marijuana is stored;

c. Traffic management and loitering controls;

- (11) The Chief of Police shall review the applicant's security plan using Crime Prevention Through Environmental Design (CPTED) principles. The Chief may recommend, and the Town Commission may impose site and operational revisions as are deemed reasonably necessary to ensure the safety of the Applicant, owner(s), employees, customers, adjacent property owners and residents, which may shall include items such as limitations on window and glass door signage, illumination standards, revisions to landscaping, and any other requirement designed to enhance the safety and security of the premises.
- (12) Compliance with State regulations and licensure requirements. A Medical Marijuana Facility must comply with all federal and state laws, and the Town of Surfside Code of Ordinances, licensing and regulatory requirements, as may be applicable and amended from time to time.
- (13) A Medical Marijuana Facility shall notify the Town within five (5) business days of receipt of any notice of violation or warning from the State or of any changes to its State licensing approvals.
- (14) If a Medical Marijuana Facility receives a notice of violation or warning from the State, it shall, no later than twenty (20) business days after receipt of the notice, provide a copy of the corrective action plan and timeframes and completion date to address the identified issues to the Town.

(c) Prohibited activities.

- (1) No Loitering. Medical marijuana facility shall provide adequate seating for its patients and business invitees. The medical marijuana dispensary shall not direct or encourage any patient or business invitee to stand, sit (including in a parked vehicle), or gather or loiter outside of the building where the dispensary is located and operates, including, but not limited to, sidewalks, parking areas, right-of-ways, or neighboring properties for any period of time longer than that is reasonably required to arrive and depart. The facility shall post conspicuous signs on a least three (3) sides of the building stating that no loitering is allowed on the property.
- (2) A Medical Marijuana Facility shall not engage in any activity other than those activities

specifically defined herein as an authorized part of the use. The preparation, wholesale storage, cultivation, or processing of any form of Marijuana or Marijuana product, off-site delivery, and on-site consumption of any Marijuana or Marijuana product is specifically prohibited. On-site storage of any form of Marijuana or Marijuana product is prohibited, except to the extent reasonably necessary for the conduct of the on-site retail business.

- (3) No Outside display. A Medical Marijuana Facility shall be prohibited from displaying Marijuana, Marijuana-infused products, product type or name, or devices to ingest, inhale or otherwise consume. No Marijuana or Marijuana product of any kind may be visible from any window or exterior glass door from any public or other private property, or be visible from the building exterior. There shall be no outdoor displays, sales, promotions, or activities of any kind permitted on the premises, including the surrounding rights-of-way. All activities and business shall be conducted within the confines of the building containing the Medical Marijuana Facility.
- (4) There shall be no on-site storage of any form of Marijuana or Marijuana product, except as reasonably necessary for the conduct of the Medical Marijuana Facility's on-site business and then only when the Medical Marijuana products are stored in structures that are enclosed, in a locked vault or safe, in any other secured storage structure, or in a safe or vault that is bolted to the floor of the Property.
- (5) No Queuing or stacking of vehicles. The Medical Marijuana Facility shall ensure that there is no queuing or stacking of motor vehicles in any right-of-way. The facility shall take all necessary and immediate steps to ensure compliance with this paragraph.
- (6) No drive through service. The Medical Marijuana Facility shall not have a drive-through or drive-in service aisle. All dispensing, payment for and receipt of said marijuana shall occur from within or inside the Medical Marijuana Facility.
- (7) No alcohol beverage. There shall be no sale, service or consumption of alcoholic beverages on the premises or on any parking area, sidewalk, or right-of-way.
- (8) On-Site consumption of Marijuana. No Medical Marijuana Facility shall allow any Marijuana to be smoked, ingested or otherwise consumed on the premises. The Medical Marijuana Facility shall take all necessary and immediate steps to ensure compliance with this paragraph. No person shall smoke, ingest or otherwise consume Marijuana on the premises.
- (9) Live plant materials. No living Marijuana plants are permitted on the site of a Medical Marijuana Facility.
- (10) Other activities. A Medical Marijuana Facility shall not engage in any activity other than those activities specifically defined herein as an authorized part of the use. The preparation, wholesale storage, cultivation, or processing of any form of Marijuana or Marijuana product, off-site delivery, and on-site consumption of any Marijuana or Marijuana product is specifically prohibited. On-site storage of any form of Marijuana or

Marijuana product is prohibited, except to the extent reasonably necessary for the conduct of the on-site retail business.

**(d) Conditional Use duration.**

- (1) A special exception approval for a Medical Marijuana Facility shall be valid for one (1) year subject to compliance with the conditions of approval and all state laws, licensing and operational requirements. A new conditional use approval must be obtained prior to expiration of the active approval to ensure continued operation.

**(e) Revocation of Conditional Use approval.**

- (1) Any Conditional Use approval granted under this section shall be immediately terminated if any one or more of the following occur:

- a. The Applicant provides false or misleading information to the Town;
- b. Anyone on the premises knowingly dispenses, delivers, or otherwise transfers any Marijuana or Marijuana product to an individual or entity not authorized by state law to receive such substance or product;
- c. An Applicant, or manager is convicted of a felony offense;
- d. Any Applicant, manager or Employee is convicted of any drug-related crime under Florida Statutes;
- e. The Applicant fails to correct any Town violation or to otherwise provide an action plan to remedy the violation acceptable to the Town Manager within 30 days of citation;
- f. The Applicant fails to correct any State violation or address any warning in accordance with any corrective action plan and timeframes required by the State. The Applicant shall provide an copy of the corrective plan required by the State to the Town;
- g. The Applicant's State license or approval authorizing the dispensing of Medical Marijuana expires or is revoked;
- h. For purposes of this subsection, the Applicant shall include any property owner or tenant who initially applies for a Conditional Use approval, and all subsequent property owners or tenants during the effective period of the Conditional Use permit.

\* \* \*

**Sec. 90-77. Off-street parking requirements**

\* \* \*

(c) Required parking table. The number of off-street parking spaces that shall be required to serve each building or structure and use shall be determined in accordance with the following table:

Type of Residential Unit/Type of Use	Minimum Spaces Requirements
--------------------------------------	-----------------------------

* * *	* * *
Educational services	1 space per classroom, plus 1 per 250 gross floor area
<u>Medical Marijuana Facility</u>	<u>1/100 sq. ft. of gross floor area</u>

\* \* \*

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

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

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

**Section 6. Effective Date.** This Ordinance shall be effective upon final adoption on second reading.

**PASSED and ADOPTED** on first reading this \_\_\_\_ day of \_\_\_\_\_, 2014.

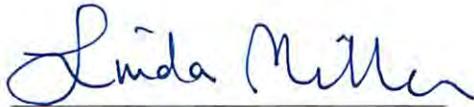
**PASSED and ADOPTED** on second reading this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Daniel Dietch, Mayor

**ATTEST:**

\_\_\_\_\_  
Sandra Novoa, Town Clerk

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



\_\_\_\_\_  
Linda Miller, Town Attorney

On Final Reading Moved by: \_\_\_\_\_  
On Final Reading Seconded by: \_\_\_\_\_

**VOTE ON ADOPTION:**

Commissioner Barry R. Cohen	yes	_____	no	_____
Commissioner Michael Karukin	yes	_____	no	_____
Commissioner Marta Olchyk	yes	_____	no	_____
Vice Mayor Eli Tourgeman	yes	_____	no	_____
Mayor Daniel Dietch	yes	_____	no	_____



## Town of Surfside Commission Communication

**Agenda #** 4B3  
**Agenda Date:** October 14, 2014  
**Subject:** 10% windows for each story  
**From:** Sarah Sinatra Gould, AICP, Town Planner

**Background:** The Town's zoning code provides a requirement for 10% windows per façade of a single family home. This requirement is per elevation, not per story. The Planning and Zoning Board has requested a modification to implement this modification per story rather than per elevation only.

### **Analysis:**

*Sec. 90-50. Architecture and roof decks.*

*9-50.1 Architecture.*

*(1) The architectural design of proposed main buildings shall create a unique elevation compared to the main buildings of the adjacent two homes on each side of the subject property on the same side of street. If the adjacent lot is vacant then the next adjacent lot shall be utilized. A unique elevation shall be created through the modulation of at least three of the following architectural features:*

- a. Length, width and massing of the structure;*
- b. Number of stories;*
- c. Facade materials;*
- d. Porches and other similar articulation of the front facade;*
- e. Number and location of doors and windows; and*
- f. Roof style and pitch.*

*(2) All elevations for new structures and multi-story additions (additions greater than 15 feet in height) shall provide for a minimum of ten-percent wall openings*

*including windows, doors or transitional spaces defined by porches, porticoes or colonnades—per story.*

**Budget Impact:** N/A

**Growth Impact:** N/A

**Staff Impact:** N/A

**Staff Recommendation:** Staff recommends the Town Commission approve this ordinance on first reading.



\_\_\_\_\_  
Sarah Sinatra Gould, AICP, Town Planner



\_\_\_\_\_  
Michael Crotty, Town Manager

ORDINANCE NO. \_\_ - \_\_\_\_\_

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 "ZONING", AND SPECIFICALLY AMENDING SECTION 90-50 "ARCHITECTURE AND ROOF DECKS" TO MODIFY THE CODE TO REQUIRE A 10% WINDOWS PER FAÇADE OF A SINGLE FAMILY HOME PER STORY; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside ("Town") proposes to amend its Code of Ordinances to address the requirement for 10% windows per façade of a single family home; and

**WHEREAS**, the code currently provides a requirement for 10% windows per façade of a single family home per elevation; and

**WHEREAS**, the Planning and Zoning Board, as the local planning agency for the Town, has requested a modification to the code to require a 10% windows per façade of a single family home per story; and

**WHEREAS**, the Town Commission has a desire to amend its Code of Ordinances to address the 10% windows per façade of a single family home and requested a modification to the code to require a 10% windows per façade of a single family home per story; and

**WHEREAS**, the Town Commission held its first public hearing on October 14, 2014 having complied with the notice requirements required by Florida Statutes; and

**WHEREAS**, the Planning and Zoning Board, as the local planning agency for the Town, held its hearing on the proposed amendments on October 30, 2014 with due public notice and input; and

**WHEREAS**, the Town Commission conducted a second duly noticed public hearing on these regulations as required by law on November 18, 2014; and

**WHEREAS**, the adoption of the 10% windows per façade of a single family home Ordinance is in the best interests of the Town of Surfside.

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

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

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

**Sec. 90-50. Architecture and roof decks.**

\* \* \*

**9-50.1 Architecture.**

(1) The architectural design of proposed main buildings shall create a unique elevation compared to the main buildings of the adjacent two homes on each side of the subject property on the same side of street. If the adjacent lot is vacant then the next adjacent lot shall be utilized. A unique elevation shall be created through the modulation of at least three of the following architectural features:

- a. Length, width and massing of the structure;
- b. Number of stories;
- c. Facade materials;
- d. Porches and other similar articulation of the front facade;
- e. Number and location of doors and windows; and
- f. Roof style and pitch.

(2) All elevations for new structures and multi-story additions (additions greater than 15 feet in height) shall provide for a minimum of ten-percent wall openings including windows, doors or transitional spaces defined by porches, porticoes or colonnades-per story.

\* \* \*

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

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

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

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

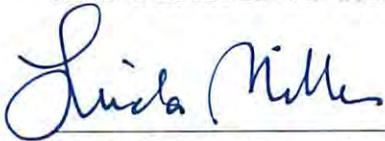
**PASSED** and **ADOPTED** on first reading this \_\_\_\_ day of \_\_\_\_\_, 2014.  
**PASSED** and **ADOPTED** on second reading this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Daniel Dietch, Mayor

**ATTEST:**

\_\_\_\_\_  
Sandra Novoa, Town Clerk

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

  
\_\_\_\_\_  
Linda Miller, Town Attorney

On Final Reading Moved by: \_\_\_\_\_

On Final Reading Seconded by: \_\_\_\_\_

**VOTE ON ADOPTION:**

Commissioner Barry R. Cohen	yes	_____	no	_____
Commissioner Michael Karukin	yes	_____	no	_____
Commissioner Marta Olchyk	yes	_____	no	_____
Vice Mayor Eli Tourgeman	yes	_____	no	_____
Mayor Daniel Dietch	yes	_____	no	_____



## Town of Surfside Commission Communication

**Agenda Date:** October 14, 2014

**Subject:** Single Family District Paint Colors

**From:** Sarah Sinatra Gould, AICP, Town Planner

**Background:** At the November 21, 2013 Planning and Zoning Board meeting, there was a discussion regarding modification to the code relating to paint color requirements in the single family district. The Board further discussed this topic at their April 28, 2014 meeting.

**Analysis:** There are currently no requirements relating to paint color restrictions in the code. The board directed staff to limit the permitted colors for a single family residence to the four lightest colors on a color swatch. If approved, the Building Department will maintain a color swatch in Town Hall. Applicants may present colors, of whatever manufacturer of their choosing, and match them to the color swatch in the Building Department. The Building Department staff will match up the proposed color with the color swatch and keep a copy of the color swatch on file. If there is a case of uncertainty, the Town Manager or his designee will determine if the color is permitted.

The following language is suggested:

### **Sec. 90-50. Architecture and roof decks.**

#### *9-50.1 Architecture.*

(8) Paint colors. Structures in the H30A and H30B zoning districts shall be permitted to be painted the four lightest colors for the structure's primary color on the color swatch on file in the Building Department. All other colors may be accent colors. A paint permit shall be submitted to the Building Department and the approved paint swatch shall be kept on file with the permit. The Town Manager or his/her designee shall make a determination in cases of uncertainty.

**Staff Recommendation:** Staff recommends the Town Commission approve this ordinance on first reading.

**Budget Impact:** N/A

**Growth Impact:** N/A

**Staff Impact:** N/A



\_\_\_\_\_  
Sarah Sinatra Gould, AICP, Town Planner



\_\_\_\_\_  
Michael Crotty, Town Manager

**ORDINANCE NO. \_\_ - \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 "ZONING", AND SPECIFICALLY AMENDING SECTION 90-50 "ARCHITECTURE AND ROOF DECKS" TO LIMIT THE PERMITTED COLORS IN THE H30A AND H30B ZONING DISTRICTS TO THE FOUR LIGHTEST COLORS ON A COLOR SWATCH; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside ("Town") proposes to amend its Code of Ordinances to address Single Family District Paint Colors Regulation; and

**WHEREAS**, there are currently no requirements relating to paint color restrictions in the code for structures in the H30A and H30B zoning districts; and

**WHEREAS**, the new changes to the code will require single family residences to be permitted to be painted the four (4) lightest colors for the structure's primary color on the color swatch; and

**WHEREAS**, the Planning and Zoning Board, as the local planning agency for the Town, held a public hearing on November 21, 2013 and April 28, 2014 to discuss modification to the code relating to paint color requirements in the single family district; and

**WHEREAS**, the Town Commission has a desire to amend its Code of Ordinances to address Single Family District Paint Colors Regulation and require single family residences to be permitted to be painted the four (4) lightest colors for the structure's primary color on the color swatch; and

**WHEREAS**, the Town Commission held its first public hearing on October 14, 2014 having complied with the notice requirements required by Florida Statutes; and

**WHEREAS**, the Planning and Zoning Board, as the local planning agency for the Town, held its hearing on the proposed amendments on October 30, 2014 with due public notice and input; and

**WHEREAS**, the Town Commission conducted a second duly noticed public hearing on these regulations as required by law on November 18, 2014; and

**WHEREAS**, the adoption of the Single Family District Paint Color Ordinance is in the best interests of the Town of Surfside.

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

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

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

**Sec. 90-50. Architecture and roof decks.**

\* \* \*

***9-50.1 Architecture.***

\* \* \*

(8) Paint colors. Structures in the H30A and H30B zoning districts shall be permitted to be painted the four lightest colors for the structure’s primary color on the color swatch on file in the Building Department. All other colors may be accent colors. A paint permit shall be submitted to the Building Department and the approved paint swatch shall be kept on file with the permit. The Town Manager or his/her designee shall make a determination in cases of uncertainty.

\* \* \*

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

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

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

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

**PASSED and ADOPTED** on first reading this \_\_\_\_ day of \_\_\_\_\_, 2014.

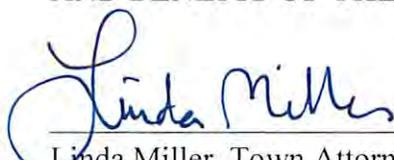
**PASSED and ADOPTED** on second reading this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Daniel Dietch, Mayor

**ATTEST:**

\_\_\_\_\_  
Sandra Novoa, Town Clerk

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

  
\_\_\_\_\_  
Linda Miller, Town Attorney

On Final Reading Moved by: \_\_\_\_\_

On Final Reading Seconded by: \_\_\_\_\_

**VOTE ON ADOPTION:**

Commissioner Barry R. Cohen      yes \_\_\_\_\_ no \_\_\_\_\_

Commissioner Michael Karukin      yes \_\_\_\_\_ no \_\_\_\_\_

Commissioner Marta Olchyk      yes \_\_\_\_\_ no \_\_\_\_\_

Vice Mayor Eli Tourgeman      yes \_\_\_\_\_ no \_\_\_\_\_

Mayor Daniel Dietch      yes \_\_\_\_\_ no \_\_\_\_\_



## Town of Surfside Commission Communication

**Agenda Item #:** 4B5  
**Agenda Date:** October 14, 2014  
**Subject:** Ordinance amending Section 2-235 "Lobbying"

**Background:** This Ordinance amends Section 2-235 Lobbying. The Town amends the definition of lobbyist to include attorneys and requires all lobbyists within a firm who represent the same principal to register as a lobbyist and pay a \$250.00 fee. The Town further amends that all lobbyists within a firm who represent the same principal must file a separate lobbyist expenditure report.

**Budget Impact:** None

**Recommendation:** Town staff recommends that the Town Commission approve this.

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Sandra Nova, Town Clerk

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Michael P. Crotty, Town Manager

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING SECTION 2-235 “LOBBYING”; CLARIFYING THE DEFINITION OF A LOBBYIST; SPECIFICALLY AMENDING SECTION 2-235 (2) “LOBBYIST REGISTRATION, FEES, RENEWAL AND WITHDRAWAL”; REQUIRING ALL LOBBYIST WITHIN THE SAME FIRM WHO REPRESENT THE SAME PRINCIPAL TO REGISTER, PAY FEE AND FILE EXPENDITURE REPORT; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Commission of the Town of Surfside proposes to amend its Code of Ordinances to address lobbying which regulates the standards of conduct and behavior for those appearing before Town officials; and

**WHEREAS**, there is a need to amend the definition of a lobbyist to include attorneys and to require all lobbyist within the same firm who represent the same principal to register, to pay a fee and to file an expenditure report; and

**WHEREAS**, the Town Commission held its first public hearing on October 14, 2014 having complied with the notice requirements required by Florida Statutes; and

**WHEREAS**, the Town Commission conducted a second duly noticed public hearing on these regulations as required by law on November 18, 2014; and

**WHEREAS**, the adoption of the amended lobbying ordinance is in the best interests of the Town of Surfside.

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

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

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

**Sec. 2-235. - Lobbying.**

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

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

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

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

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

(2) *Lobbyist registration, fees, renewal and withdrawal.*

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

i. Register as a lobbyist.

1. Complete the annual lobbyist registration form, as prepared by the town clerk, stating under oath his or her name, business address, and the name and business address of each person or entity which has employed the registrant to lobby. If the lobbyist represents a corporation, it shall also be identified.

2. Without limiting the foregoing, the lobbyist shall also identify all persons holding, directly or indirectly, a five-percent or more ownership interest in the corporation, partnership, or trust.

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

iii. Register and disclose terms for each principal represented.

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

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

2. Pay an annual principal registration fee of \$100.00.

3. ~~However~~, if multiple lobbyists from the same firm represent the same principal, then only one principal registration form and applicable principal registration fee of \$100.00 is are required to be filed for that principal. All lobbyists from the same firm who represent the same principal must file a separate lobbyist registration form and a lobbyist registration fee of \$250.00. All lobbyist are required to file an expenditure report as outline below in 2 (a) (iv). Any lobbyist from the same firm may submit all the necessary documents to the Town Clerk on behalf of the firm.

iv. File a lobbyist expenditure report.

1. By January 15 of each year, all lobbyists shall submit to the town clerk a signed statement under oath listing all lobbying expenditures for the preceding calendar year. The statement shall list in detail each expenditure by category, including food and beverage, entertainment, research, communication, media advertising, publications, travel, lodging and special events, and town personnel on whose behalf or benefit the expenditure was made. A statement shall be filed even if there have been no expenditures during the reporting period. Annual statements shall be required until such time as the lobbyist files a notice of withdrawal of lobbying activities with the town clerk.

2. The town clerk shall notify any lobbyist who fails to timely file an expenditure report. In addition to any other penalties which may be imposed, a fine of \$50.00 per day shall be assessed for reports filed after the due date. Any lobbyist who fails to file the required expenditure report by January 15 shall be automatically suspended from lobbying until all fines are paid, unless the fine has been appealed to the special master of the Town of Surfside.

3. A lobbyist or principal may appeal a fine and may request a hearing before the special master for the Town of Surfside. A request for hearing on the fine must be filed with the special master within fifteen (15) calendar days of receipt of the notification of the failure to file the required disclosure form.

\* \* \*

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

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

**Section 5. Inclusion in the Code of Ordinances.** It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to

accomplish such intentions; and the word "ordinance" may be changed to "Section" or other appropriate word.

**Section 6. Effective Date.** This Ordinance shall be effective upon final adoption on second reading.

**PASSED** and **ADOPTED** on first reading this \_\_\_\_ day of \_\_\_\_\_, 2014.

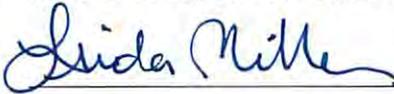
**PASSED** and **ADOPTED** on second reading this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Daniel Dietch, Mayor

**ATTEST:**

\_\_\_\_\_  
Sandra Novoa, Town Clerk

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

  
\_\_\_\_\_  
Linda Miller, Town Attorney

On Final Reading Moved by: \_\_\_\_\_

On Final Reading Seconded by: \_\_\_\_\_

**VOTE ON ADOPTION:**

Commissioner Barry R. Cohen	yes _____	no _____
Commissioner Michael Karukin	yes _____	no _____
Commissioner Marta Olchyk	yes _____	no _____
Vice Mayor Eli Tourgeman	yes _____	no _____
Mayor Daniel Dietch	yes _____	no _____



## TOWN OF SURFSIDE COMMISSION COMMUNICATION

**Agenda #:** 5

**Agenda Date:** October 14, 2014

**From:** Vice Mayor Eli Tourgeman

**Subject:** Resolution Strongly Requesting MD County Historic Preservation Board to Cease the Designation of 9340 Collins Avenue and any Properties between 93<sup>rd</sup> and 94<sup>th</sup> Street between Collins and Harding Avenue

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The Miami-Dade County Historic Preservation Board (“Board”) has currently identified 9340 Collins Avenue as eligible for historic preservation. The Board notified the property owner that the property is subject to a moratorium on all building permits. The property owner of 9340 Collins Avenue contacted the Town to ask for assistance in this matter after the property owner received a letter from the Board. In addition, the Board failed to notify Miami-Dade County of its intention about historic preservation efforts to designate certain properties in the Town of Surfside. (See Attachment “A” Memorandum Board of County Commissioners, Commissioner Sally A. Heyman dated September 11, 2014).

The Town has engaged in a decade long discussion of parking needs and undertook a parking analysis for a public-private partnership to provide the Town with much needed parking opportunities. Due to the high interest for redevelopment of any properties between 93<sup>rd</sup> and 94<sup>th</sup> Street and between Collins and Harding Avenues, the Town desires to provide flexibility for this area as the Town decides what is the future of redevelopment.

**Discussion:** Approve the attached Resolution from the Town to strongly request the Miami-Dade County Historic Preservation Board to cease the designation of 9340 Collins Avenue and any properties between 93<sup>rd</sup> and 94<sup>th</sup> Street between Collins and Harding Avenues, Surfside, Florida as historic properties in the Town of Surfside.

**RESOLUTION NO. 14 - \_\_\_\_\_**

**A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA STRONGLY REQUESTING THE MIAMI-DADE COUNTY HISTORIC PRESERVATION BOARD (“BOARD”) TO CEASE THE DESIGNATION OF 9340 COLLINS AVENUE AND ANY PROPERTIES BETWEEN 93<sup>RD</sup> AND 94<sup>TH</sup> STREET BETWEEN COLLINS AND HARDING AVENUES SURFSIDE, FLORIDA AS HISTORIC PROPERTIES; TO PROVIDE THE TOWN WITH THE OPTION TO WORK IN PARTNERSHIP WITH THE PROPERTY OWNERS ON A PUBLIC PRIVATE PARTNERSHIP; TO ALLOW THE TOWN TIME TO ANALYZE PREPARATION OF ZONING CRITERIA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, since 1981, the Town has undergone extensive preparation, review and revisions of its Comprehensive Plan and its land development regulations, and the Town’s vision and goals for future development has significantly changed; and

**WHEREAS**, designation of properties as historic is an ongoing process and new designation of properties as historic without the owner's consent has the potential to adversely affect, among other things, the goals and objectives of the Town’s comprehensive planning efforts and its fiscal operations; and

**WHEREAS**, the Miami-Dade County Historic Preservation Board (“Board”) has currently identified 9340 Collins Avenue as eligible for historic preservation; and

**WHEREAS**, the Board notified the property owner of 9340 Collins Avenue that their property is subject to a moratorium on all building permits; and

**WHEREAS**, the property owner of 9340 Collins Avenue contacted the Town to ask for assistance in this matter after the property owner received a letter from the Board; and

**WHEREAS**, the Board failed to notify Miami-Dade County Commissioner for District 4 of its intention about historic preservation efforts to designate certain properties in the Town of Surfside (See Attachment “A” Memorandum Board of County Commissioners, Commissioner Sally A. Heyman dated September 11, 2014); and

**WHEREAS**, the Town has engaged in a decade long discussion of parking needs and undertook a parking analysis for a public-private partnership to provide the Town with much needed parking opportunities; and

**WHEREAS**, due to the high interest for redevelopment of any properties between 93<sup>rd</sup> and 94<sup>th</sup> Street and between Collins and Harding Avenues, the Town desires to provide flexibility for this area as the Town decides what is the future of redevelopment; and

**WHEREAS**, it is in the best interest of the Town to strongly request the Miami-Dade County Historic Preservation Board to cease the designation of 9340 Collins Avenue and any properties between 93<sup>rd</sup> and 94<sup>th</sup> Street between Collins and Harding Avenues, Surfside, Florida as historic properties in the Town of Surfside.

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

**Section 1. Recitals Adopted.** That each of the above stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2. Request by Town of Surfside Commission.** The Town strongly requests the Miami-Dade County Historic Preservation Board to cease the historical designation process for 9340 Collins Avenue and any properties between 93<sup>rd</sup> and 94<sup>th</sup> Street between Collins and Harding Avenues, Surfside, Florida as historic properties in the Town of Surfside.

**Section 3. Implementation.** The Town Manager is hereby authorized to take any and all action necessary to implement this Resolution.

**Section 4. Direction to Town Clerk.** The Town Clerk is hereby directed to transmit a copy of this Resolution to: the Board of County Commissioners of Miami-Dade County, the Miami-Dade County Historic Preservation Board, the Miami-Dade County League of Cities, Inc. and municipalities in Miami-Dade County.

**Section 5. Effective Date.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Motion by \_\_\_\_\_,

Second by \_\_\_\_\_.

**FINAL VOTE ON ADOPTION:**

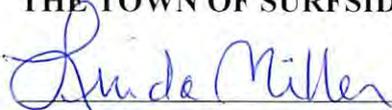
Commissioner Barry Cohen \_\_\_\_\_  
Commissioner Michael Karukin \_\_\_\_\_  
Commissioner Marta Olchyk \_\_\_\_\_  
Vice Mayor Eli Tourgeman \_\_\_\_\_  
Mayor Daniel Dietch \_\_\_\_\_

\_\_\_\_\_  
Daniel Dietch, Mayor

**ATTEST:**

\_\_\_\_\_  
Sandra Novoa, CMC, Town Clerk

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

  
\_\_\_\_\_  
Linda Miller, Town Attorney



MEMORANDUM  
 BOARD OF COUNTY COMMISSIONERS  
 COMMISSIONER SALLY A. HEYMAN  
 DISTRICT 4

TO: The Honorable Carlos Gimenez  
 Mayor

Date: September 11, 2014

FROM: Sally A. Heyman  
 Commissioner  
 District 4

SUBJECT: Historic Preservation Issues

As a follow-up to earlier conversations, I write to express concerns about the way in which the Office of Historic Preservation has handled certain matters affecting my District. Recently, there has been much concern and confusion among residents and municipal elected and administrative leaders in my District about historic preservation efforts, particularly in Surfside and Bay Harbor Islands. Despite the importance of this issue to my District and the confusion and concerns of the people I represent, the Office of Historic Preservation failed to notify me of its initiation of activities related to historic properties in my District. Additionally, communications that have been received were incomplete and were selective in information provided.

To ensure that the lack of communication does not arise in the future, I am asking that I be notified any time the Office of Historic Preservation is initiating a review of an area in my District. To that end, I've asked the County Attorney's Office to prepare a resolution directing the Mayor or designee to inform the relevant County Commissioner of the fact that property within his or her District is being considered for any historic designation process, or of the fact that an area in the District is being planned for any historic preservation purposes.

In addition, I am asking that the Mayor's Office direct the Office of Historic Preservation to request that the County's Historic Preservation Board defer any items currently on the Board's agenda involving property in my District for a period of 90 days to allow for complete and inclusive participation among residents and public officials. I am also asking that the Office of Historic Preservation be directed to defer any items it is considering placing on the Historic Preservation Board's agenda involving property in my District for six (6) months to allow for the same public participation and inclusion.

Finally, because I think it is important for municipalities to have a greater opportunity and authority to exercise control over matters of historic preservation within their respective jurisdictions, I have directed the County Attorney's Office to revise the County's Historic Preservation Ordinance to permit municipalities the option to opt out of the County's historic preservation regime beyond the one-year period given in 1982, as provided for in Chapter 16A-3.1 of the County Code.

I appreciate your prompt attention to this matter, and look forward to your responsive action.

C: Jack Osterholt, Deputy Mayor  
 Robert Yaffe, Mayor, Town of Bay Harbor Islands  
 Ron Wasson, Manager, Town of Bay Harbor Islands  
 Daniel Dietch, Mayor, Town of Surfside  
 Michael Crotty, Manager, Town of Surfside



## Town of Surfside Commission Communication

**Agenda Item #:** 5B

**Agenda Date:** October 14, 2014

**Subject:** Resolution Approving CGA Work Authorization No. 88 – Harding/Collins Corridor Analysis (94th – 88th Street)

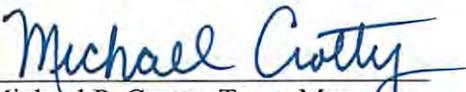
**Background:** At the September 30, 2013 Joint Planning and Zoning and Town Commission meeting, there was a discussion about the block between Collins and Harding Avenues and the high interest in redevelopment of this corridor. In an effort to stay ahead of the new construction, there was interest from both boards to prepare criteria to help guide future development into the desired development pattern. Based on that, a budget item will be included for an analysis and preparation of zoning criteria which includes the following:

- Preparation of new zoning criteria and comparison of existing conditions
- A review of green book traffic engineering standards as well as Miami-Dade County and FDOT as it relates to mid-block accessibility, walkways, pedestrian activity
- Impacts to existing buildings and strategies for potential non-conformities such as if there is a modification to an existing building, under what circumstances would the entire development need to be brought up to the proposed code
- Consistency of new criteria with comprehensive plan, including the 1989 Comprehensive Plan, which provided for a study of this corridor
- Consistency of new criteria with other sections of the zoning code such as off-street parking, signs, accessory structures, conditional uses, landscaping
- Requirements for open space in terms of landscaping, public space
- Coordination with legal in terms of vested rights, reduced density or intensity resulting from new zoning criteria
- Design criteria for pedestrian walkways

The Town has approved an allocation of \$55,000 in the FY 14/15 Budget professional services for a corridor analysis (Harding Avenue/Collins Avenue; 94th to 88th Street).

**Budget Impact:** Funds included in FY 14/15 Budget.

**Recommendation:** Adopt Resolution approving CGA Work Authorization No. 88 [Note: Copy of Work Authorization attached to Resolution].

  
Michael P. Crotty, Town Manager

RESOLUTION NO. 14 – \_\_\_\_\_

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA (“TOWN”) APPROVING CALVIN-GIORDANO & ASSOCIATES, INC. (CGA) WORK AUTHORIZATION NO. 88 (CREATE ZONING CRITERIA INCLUDING MID-BLOCK WALKWAYS AND OPEN SPACE, CGA PROPOSAL NO. 14-7020) IN A TOTAL AMOUNT NOT TO EXCEED \$ 54,998.59 FROM THE GENERAL FUND, FY2014/2015 ACCOUNT NO. 001-2000-524-31-10; PROVIDING FOR AUTHORIZATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Commission has determined a need to begin review of and prepare revised zoning criteria for the blocks between Collins and Harding Avenues; and

**WHEREAS**, \$55,000.00 has been allocated in the adopted FY2014/2015 budget for these professional services; and

**WHEREAS**, Town consulting planner, Calvin-Giordano & Associates, Inc. (“CGA”) has submitted a proposal for said planning consulting services (See Attachment “A” Proposal No. 14-7020); and

**WHEREAS**, it is in the best interest of the Town to approve the Work Authorization No. 88 of CGA in the amount of \$54,998.59 for said consulting planning services.

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

**Section 1. Recitals Adopted.** That each of the above stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2. Approval and Authorization.** The Town Commission approves and authorizes the Town Manager and/or his designee to take all actions necessary to implement the terms and conditions of the Work Authorization No. 88 (Create Zoning Criteria including Mid-Block Walkways and Open Space, CGA Proposal No. 14-7020) (See Attachment “A”) in the amount of \$54,998.59.

**Section 3. Authorization to Appropriate and Expend Funds.** The Town Manager is hereby authorized to expend funds from the 2014-2015 Fiscal Year Budget not to exceed \$54,998.59 from the General Fund, Account No. 001-2000-524-31-10.

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

**PASSED** and **ADOPTED** on this \_\_\_\_ day of \_\_\_\_\_, 2014.

Motion by \_\_\_\_\_,

Second by \_\_\_\_\_.

**FINAL VOTE ON ADOPTION**

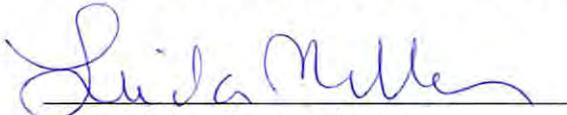
Commissioner Barry R. Cohen \_\_\_\_\_  
Commissioner Michael Karukin \_\_\_\_\_  
Commissioner Marta Olchyk \_\_\_\_\_  
Vice Mayor Eli Tourgeman \_\_\_\_\_  
Mayor Daniel Dietch \_\_\_\_\_

\_\_\_\_\_  
Daniel Dietch, Mayor

**ATTEST:**

\_\_\_\_\_  
Sandra Novoa, CMC  
Town Clerk

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

  
\_\_\_\_\_  
Linda Miller, Town Attorney



**Calvin, Giordano & Associates, Inc.**  
EXCEPTIONAL SOLUTIONS

Date: October 7, 2014

Mr. Michael Crotty  
Town Manager  
**TOWN OF SURFSIDE**  
9293 Harding Avenue  
Surfside, FL 33154

**RE: Work Authorization No. 88**  
**Create zoning criteria including mid-block walkways and open space**  
**CGA Proposal No. 14-7020**

Dear Mr. Crotty,

Enclosed for your review and approval is Work Authorization No. 88 for Create zoning criteria including mid-block walkways and open space. The scope of the project includes Zoning criteria including mid-block walkways and open space.

The Scope of Services to be furnished under this Work Authorization includes Landscape Architecture and Planning as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed \$54,998.59.

Sincerely,

**CALVIN, GIORDANO & ASSOCIATES, INC.**

Dennis J. Giordano  
President

- Building Code Services
- Coastal Engineering
- Code Enforcement
- Construction Engineering & Inspection
- Construction Services
- Contract Government
- Data Technologies & Development
- Emergency Management Services
- Engineering
- Governmental Services
- Indoor Air Quality
- Landscape Architecture & Environmental Services
- Municipal Engineering
- Planning
- Public Administration
- Redevelopment & Urban Design
- Renewable Energy
- Resort Development
- Surveying & Mapping
- Transportation Planning & Traffic Engineering
- Utility & Community Maintenance Services
- Water Resources Management

1800 Eller Drive, Suite 600  
Fort Lauderdale, FL 33316  
Phone: 954.921.7781  
Fax: 954.921.8807

www.cgasolutions.com

## **TOWN OF SURFSIDE**

### **Create zoning criteria including mid-block walkways and open space**

#### **PROJECT DESCRIPTION**

#### **1. SCOPE OF SERVICES**

Calvin, Giordano & Associates, Inc. will perform the following services based on our understanding of the project requirements:

##### **I. Professional Planning Services**

- A. Preparation of new zoning criteria and comparison of existing conditions
- B. A review of green book traffic engineering standards as well as Miami-Dade County and FDOT as it relates to mid-block accessibility, walkways, pedestrian activity
- C. Impacts to existing buildings and strategies for potential non-conformities such as if there is a modification to an existing building, under what circumstances would the entire development need to be brought up to the proposed code
- D. Consistency of new criteria with comprehensive plan, including the 1989 Comprehensive Plan, which provided for a study of this corridor
- E. Requirements for open space in terms of landscaping and public space
- F. Coordination with legal in terms of vested rights, reduced density or intensity resulting from new zoning criteria
- G. Design criteria for pedestrian walkways
- H. Coordinate with the Miami-Dade Historic Preservation Board on any properties designated historic or selected by the Board for potential historic designation.

##### **II. Professional Landscape Architecture Services**

- A. Parameters: The boundary for the planning study area is limited to all city blocks between 94th Street to the North and 88th Street to the South, exclusively bound by Collins and Harding Avenues. This study does not include the Town's Business District, north of 94th Street.

**B. Phase I: Existing Conditions Analysis - Establishing a Baseline**

1. Prepare no more than 3 views (1 perspective-view looking northward along Collins Avenue, 1 perspective-view looking southward along Harding Avenue, and 1 elevation view facing eastward from the west side of Harding Avenue) in 3-d, color-rendered graphics to illustrate the maximum hypothetical allowable development potential of properties within the study area reflecting considerations of height, massing and volume. The purpose of these graphics are to provide an illustrative baseline to assist in the conversation and discussions on issues affecting the scale, mass, volume and height.
2. Prepare an analysis of a real-life project having recently been processed through the Town's site plan review process as a demonstrative case study of the development-product being actually fostered by the already-adopted code. Coupled with the aforementioned analysis on maximum hypothetical allowable development potential of the properties, this analysis will facilitate complimenting the baseline process by identifying how additional development criteria (such as parking requirements, architectural articulations, landscape buffers, etc.) modify a property's 'maximum' potential for scale, mass, volume and height.
3. Prepare an inventory on the potential for historicism principles to be applied to the study area. This inventory may include, where information is available, the relative and approximate year of construction for existing structures and architectural characteristics they exhibit that may lend towards design standards incorporation into a revision of the code or possible requirements for preservation of historical assets of buildings. The purpose of this inventory will serve to guide the conversation on discussions about the 'look and feel' and the 'character' of the study area. This will also include coordination with the Miami-Dade Historic Preservation Board and experts on the possible identification of properties exhibiting potential for historic designation or identification.
4. Prepare an inventory on the specific allowable and prohibited uses presently codified for the study area.
5. Prepare a parcel-by-parcel inventory of present-day property ownership utilizing available data through the Miami-Dade County's Property Appraisals database to determine ownership patterns solely focused on an analysis of the probability of aggregation or on the probability of intent to aggregate. This analysis of property ownership contiguity will seek to inventory two incidences: (a) identify abutting properties that registered under the same sole ownership, and (b) identify properties

within proximity (defined as within the same block and with no more than 2 parcels of separation) that demonstrate a high probability of aggregation.

6. Prepare an inventory on the required parking requirements in the presently-adopted zoning code.
7. Prepare an analysis on the walkability of the existing context to determine the mechanisms by which pedestrian access easements can be incentives or required to foster mid-block connectivity between Collins and Harding Avenues. This study will include design recommendations on specific design criteria that may be incorporated into their articulation, including minimum widths, safety and security measures, possible pedestrian wayside amenities, and branding strategies to ensure they communicate a sense of 'public-ness'.
8. Prepare an inventory on the requirement for landscaping, open space, and public realm amenities in the presently-adopted zoning code.
9. Prepare a review of traffic engineering standards outlined in the 'Green Book' or adopted by Miami-Dade County and the Florida Department of Transportation as it relates specifically to mid-block accessibility, safety, walkways, and pedestrian criteria.
10. Prepare a description in legal terms of any vested rights possibly being impacted by any reduction in density or intensity. This analysis will serve to establish a baseline to illustrate allowable, real-life parameters able to be modified without negatively impacting the Town with potential liabilities.
11. Attend 1 public meeting to present the findings of the analysis.

C. Phase II: Iterative Design Process and Discussions

1. Attend no more than 2 public meetings where discussions may be had regarding direction for modification on existing analysis findings.
2. Prepare no more than 2 iterative versions of possible code revisions reflective of discussion items and directives received. Text revisions may be accompanied by no more than 3 views (1 perspective-view looking northward along Collins Avenue, 1 perspective-view looking southward along Harding Avenue, and 1 elevation view facing eastward from the west side of Harding Avenue) of a 3-d rendered graphic per

iteration illustrating the impacts on the hypothetical maximum allowable development potential within the study area. Additional iterations may be produced at an additional cost.

**D. Phase III: Final Recommendations**

1. Preparation of new zoning criteria for the study area and preparation of a comparative overview to identify the modifications being proposed as compared to the already-adopted zoning code. Text revisions may be accompanied by no more than 3 views (1 perspective-view looking northward along Collins Avenue, 1 perspective-view looking southward along Harding Avenue, and 1 elevation view facing eastward from the west side of Harding Avenue) of a 3-d rendered graphic illustrating the impacts on the hypothetical maximum allowable development potential within the study area.
2. Prepare an analysis of the consistency of the proposed criteria with the Comprehensive Plan.
3. Conduct an analysis of existing building strategies for non-conformities with a focus on establishing thresholds for modifications that will circumstantially trigger an entire property to be brought up to meet the proposed code.
4. Attend 1 public meeting to present the findings of the recommendations.

**2. BASIS OF COMPENSATION:**

Hourly rates with an estimated fee of \$52,451.04 plus reimbursables at \$2,547.55 with a total not to exceed amount of \$54,998.59. Payments to be made monthly.

**3. SUBMITTED**

Submitted by:   
Dennis J. Giordano

Date: 10/7/14

**4. APPROVAL**

Approved by: \_\_\_\_\_  
Michael Crotty, Town Manager

Date: \_\_\_\_\_

**TOWN OF SURFSIDE  
 WORK AUTHORIZATION ESTIMATE DATE**

**WORK AUTHORIZATION NO.** 88  
**PROJECT NAME** Create zoning criteria including mid-block walkways and open space  
 CGA Proposal No. 14-7020  
**DESCRIPTION** Zoning criteria including mid-block walkways and open space

<b>TITLE</b>	<b>RATE</b>	<b>HOURS/UNITS</b>	<b>COST</b>
Associate Planning	\$159.14	15	\$2,387.10
Clerical	\$74.26	1	\$74.26
Landscape Architect	\$106.09	295	\$31,296.55
Landscape CADD Technician	\$84.87	24	\$2,036.88
Planner	\$95.48	30	\$2,864.40
Planning Administrator	\$127.31	75	\$9,548.25
Principal	\$212.18	20	\$4,243.60
			<b>\$52,451.04</b>

<b>SUB-CONSULTANTS</b>	<b>COST</b>
<b></b>	

<b>LABOR SUBTOTAL</b>	<b>\$52,451.04</b>
<b>REIMBURSABLE SUBTOTAL</b>	<b>\$2,547.55</b>
<b>TOTAL</b>	<b>\$54,998.59</b>

Reviewed by: \_\_\_\_\_  
 Michael Crotty, Town Manager



## Town of Surfside Commission Communication

**Agenda Item # 9**

**Agenda Date:** October 14, 2014

**Subject:** Harding Avenue Business District Bench Sponsorship

**Background:** Prior to the installation of the new Harding Avenue Business District streetscape, there was a need and desire to have benches placed on the sidewalks downtown

As Surfside Business Association President, and then chair of the Tourist Board, the Vice Mayor advocated for benches to be paid for via a sponsorship program in 2012. The Administration of the day decided to purchase two benches similar to the one outside of the Community Center to be placed near the intersection of Harding Avenue and 95<sup>th</sup> Street. This was seen as a temporary measure due to the fact that a complete streetscape project was gaining momentum. As sponsorship (advertising) would need to be brought before the Town Commission, the timing was deemed not appropriate given the unknown parameters of an eventual streetscape design. It was also deemed not appropriate at that time to commit to any possible sponsors given that a final design had not been determined therefore it was not known where the benches would be placed. The Town Commission did approve use of plaques at the June 12, 2012, meeting. Attachment A is a draft sponsorship agreement and form produced at that time – *it is imperative to note that these documents have not been reviewed by the Legal Department for legal sufficiency.*

As part of the streetscape project, a citizens committee selected benches that complimented the approved design. However, these benches were substantial more costly than those originally purchased in 2012: approximately \$3000 versus \$1200. The approved budget for the streetscape, paid for primarily from developer voluntary proffers, covered the purchasing of the nine benches in place today. Recently the Vice Mayor has expressed a desire to revisit the possibility of bench sponsorship.

**Analysis:** A recent survey of some of the businesses originally interested in sponsorship back in 2012 has resulted in a mixed response. These businesses were approached with the 2012 sponsorship amount of \$1200 – the caveat being that this amount may change. The amount of \$1200 was to cover the cost of actually purchasing the benches with the sponsorship being in place

indefinitely. Some of these businesses are “possibly” still interested with most of these businesses wanting to choose the location of “their” bench. Please note that there have been some comments from downtown merchants and residents as to why one bench has already been moved, placed outside of the scope of the streetscape design, as it seems to favor one business over another. Other previously interested businesses are no longer interested as benches are now in place – fulfilling a need and desire that they feel no longer exists.

It is important also to note that Staff has yet to determine how to attach a plaque (eg) as the design and composition of the new benches does not lend itself to an ease of application. Other municipalities have experienced theft and vandalism of plaques on benches (etc) as metal, usually used for durability and aesthetic reasons, is a valued commodity.

In addition, staff will need to determine if the Florida Department of Transportation (FDOT) requires a share of the sponsorship revenue, similar to what is required of sidewalk café permits, as the department has ownership of the sidewalks downtown. FDOT will probably weigh in on any additional placement of benches as part of their approval process as experienced in the recently completed overall streetscape design process.

**Budget Impact:** This would be an additional revenue source for the Town (amount to be determined based on direction and interest). However, any revenue gain needs to be weighed against Staff time devoted to this initiative.

**Staff Impact:** Considerable staff time to solicit sponsorship and monitor collection and renewals is inevitable as experienced with the vacant window covers process. Plus the Legal Department will need to review the attached agreement and form for legal sufficiency.

**Recommendation:** Seeking Town Commission direction on the following:

- 1) Should the Town seek sponsorship of the benches?
- 2) Should there be a plaque attached to the benches or is there another suggestion?
- 3) What form of sponsorship should that entail? The price, length of time of sponsorship, what is permissible to state on a plaque, etc...
- 4) Should sponsorship be limited to downtown businesses?
- 5) Should the sponsorship opportunity be available to residents?
- 6) Should the Town buy additional benches and install where ever a business or resident desires in order to secure sponsorship? Pending ADA compliance assurance and FDOT approval.

  
TEDACS Director

  
Town Manager



## BENCH SPONSORSHIP AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into as of the *[number]* day of *[name of month]*, *[designation of year]*, by and between the Town of Surfside (“Organizer”), a municipal corporation organized under the laws of the State of Florida, and *[Sponsor]* (“Sponsor”), a corporation organized under the laws of the State of *[name of state]*.

WHEREAS, Organizer has the exclusive right construct, affix, and maintain Benches in the Town of Surfside; and

WHEREAS, Sponsor has determined to provide financial support for the Bench in exchange for certain promotional rights to be provided by Organizer;

NOW, THEREFORE, in consideration of the mutual agreements and promises contained herein, the parties hereto agree as follows:

### 1. Official Status

Sponsor grants to Organizer the exclusive right during the Term of this Agreement to use Sponsor’s Trademarks as described herein in advertising and promoting Sponsor’s Products as defined herein.

### 2. Sponsorship Fee

In consideration of the full performance by Sponsor of all of its obligations hereunder and of all rights granted hereunder to Organizer, Sponsor shall pay to Organizer the total non-refundable sum of \$1,200.00, payable as follows:

\$1,200 on the date of application.

### 3. Trademarks

A. Sponsor’s trademarks, label designs, product identifications, artwork, and other symbols and devices associated with Sponsor Products (“Sponsor’s Trademarks”) are and shall remain Sponsor’s property and Sponsor shall take all steps reasonably necessary to protect such Sponsor’s Trademarks through federal U.S. registrations and foreign registrations as it deems desirable and through reasonable prosecution of infringements. Organizer is hereby authorized to use Sponsor’s Trademarks in advertising and promoting the initiative during the Organizer determined lifespan of the placed bench. The right to use Sponsor’s Trademarks is nonexclusive, nonassignable, and nontransferable. All uses by Organizer of Sponsor’s Trademarks shall inure solely to the benefit of Sponsor.

B. Sponsor shall not manufacture, sell, or license the manufacture and/or sale of any promotional or other merchandise that bears Organizer’s Trademarks without Organizer’s prior written consent. Organizer shall have the right to manufacture advertising that bears Sponsor’s Trademarks.

#### 4. Warranties

A. Sponsor represents and warrants the following:

(i) It has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person.

(ii) Sponsor's Trademarks do not infringe the trademarks or trade names or other rights of any other person.

(iii) It has all government licenses, permits, or other authorizations necessary to sponsor the bench as contemplated under this Agreement.

(iv) It will comply with all applicable laws, regulations, and ordinances pertaining to the promotion and conduct of the Event.

B. Organizer represents and warrants the following:

(i) It has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person.

(ii) Organizer's Trademarks do not infringe the trademarks or trade names of any other person.

(iii) It has all government licenses, permits, or other authorization necessary to conduct its business.

#### 5. Indemnity

A. Each party will indemnify, defend, and hold harmless the other, its parent, subsidiary, and affiliated corporations and their respective directors, officers, employees, agents, successors, and assigns, from and against any and all claims, damages, liabilities, losses, government proceedings, and costs and expenses, including reasonable attorney fees and costs of suit, arising out of any alleged or actual breach of this Agreement or the inaccuracy of any warranty or representation made by it or any act or omission by it in the performance of this Agreement or the purposes hereof.

B. Each party will give the other prompt written notice of any claim or suit possibly coming within the purview of any indemnity set forth in this Agreement. Upon the written request of an indemnitee, the indemnitor will assume the defense of any such claim, demand, action, or proceeding. The indemnitee shall also have the right to provide its own defense at its own expense, provided the indemnitee shall not settle any claim without the indemnitor's consent unless it is willing to release the indemnitor from its obligation of indemnity hereunder. Termination of this Agreement shall not affect the continuing obligation of each of the parties under this section 8.

## 6. Insurance

Each party hereunder shall obtain and maintain at its own expense, during the term of this Agreement a standard Comprehensive General Liability Policy written by a United States insurance company, which policy shall: (I) specifically cover such party's incidental contractual obligations; (ii) provide standard product liability protection; and (iii) list the other as a named insured. Such insurance shall be in a form reasonably acceptable to counsel for the other and shall require the insurer to give the other at least *[number of days]* days' prior written notice of any modification or cancellation. Each party shall provide the other with such evidence of coverage as may be reasonably acceptable to the other within ninety (90) days following the execution of this Agreement.

## 7. Term and Termination

A. This Agreement shall become effective on the date first above written and shall expire on the date determined by the Organizer.

B. Without prejudice to any other rights or remedies that Organizer may have, Organizer may terminate this Agreement immediately by delivery of notice to Sponsor at any time if any of the following events shall occur:

(i) Sponsor shall (a) make an assignment for the benefit of creditors; (b) be adjudicated bankrupt; (c) file a voluntary petition in bankruptcy or a voluntary petition or an answer seeking reorganization, arrangement, readjustment of its debts, or for any other relief under Title 11 of the United States Code or any successor or other federal or state insolvency law (Bankruptcy Law); (d) have filed against it an involuntary petition in bankruptcy or seeking reorganization, arrangement, or readjustment of its debts or for any other relief under any Bankruptcy Law, which petition is not discharged within *[number of days]* days; or (v) shall apply for or permit the appointment of a receiver or trustee for its assets;

(ii) Sponsor shall default under any provision of this Agreement and shall have failed to cure such default within thirty (30) days after it received written notice of such default from Organizer; or

(iii) Any of the representations or warranties made by Sponsor in this Agreement shall prove to be untrue or inaccurate in any material respect.

## 8. Miscellaneous

### 8.1. Arbitration

The parties agree that any dispute between them arising out of, based on or relating to this Agreement shall be resolved exclusively by arbitration conducted in accordance with the Commercial Rules then in effect of the American Arbitration Association. Such arbitration shall be held in the Town Hall in Surfside, FL. Judgment upon the award rendered shall be final and nonappealable and may be entered in any court having jurisdiction. Each party shall bear its own expenses arising out of any such

proceeding, except that the fees and costs of any arbitrator(s) shall be borne equally by the parties. Notwithstanding the obligations set forth in this paragraph, each party shall be permitted to seek equitable relief from a court having jurisdiction to prevent the unauthorized use or misuse of their respective Trademarks.

### ***8.2. Confidentiality***

The parties hereto agree to maintain in confidence the terms and conditions of this Agreement except to the extent that a proposed disclosure of any specific terms or conditions hereof by either party is authorized in advance by the other party or pursuant to Florida Sunshine Act, Fla. Stat. Chapter 286.

### ***8.3. No Joint Venture or Partnership***

This Agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee, or similar relationship between Organizer and Sponsor.

### ***8.4. Invalidity***

The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provisions were omitted.

### ***8.5. Notices***

All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail:

If to Sponsor, to:  
[address]

If to Organizer, to:

Town Hall

9293Harding Ave.

Surfside, FL 33154

or such other address as either party may designate in writing to the other party for this purpose.

### ***8.6. Governing Law***

This Agreement is subject to and shall be construed in accordance with the laws of the State of Florida, the Town of Surfside, and Sponsor consents to jurisdiction in the state and federal courts

located in the State of Florida and hereby waives personal service.

**8.7. Nonassignment**

Neither party shall assign this Agreement without the prior written approval of the other party, except that Sponsor may assign this Agreement to any entity which acquires substantially all of its assets.

**8.8. Complete Agreement**

This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. Organizer has made and makes no representations of any kind except those specifically set forth herein.

**8.9. Binding Agreement**

This Agreement shall be binding on the parties, their successors, and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Organizer

\_\_\_\_\_ *[Name of authorized representative]*  
*[Title of office]*

Sponsor

\_\_\_\_\_ *[Name of authorized representative]*  
*[Title of office]*



**DRAFT**

**TOWN OF SURFSIDE  
HARDING AVENUE  
BUSINESS DISTRICT  
BENCH SPONSORSHIP FORM**

The Town of Surfside is offering the opportunity to sponsor a bench for our Harding Avenue Business District.

Currently eight benches are available for sponsorship. To take part in this unique opportunity please complete and mail this form and payment to:

The Town of Surfside  
Tourist Bureau  
Town of Surfside  
9293 Harding Avenue  
Surfside, FL 33154

Please make the payment (check) payable to:

Town of Surfside

A non-refundable sponsorship of \$1200.00 per bench is required and a separate sponsorship agreement is needed for each bench sponsored.

**Every effort will be made to accommodate location requests and to ensure the longevity of the benches. However, the placement and lifespan of the benches are to be determined and managed by the Town. The Town will act, at its sole discretion, in what it considers to be in the best interest of the Town.**

---

**PLEASE PRINT  
(Use Black or Blue Ink ONLY)**

**Sponsor or Business Name For Bench Recognition Plaque:**

\_\_\_\_\_

**Sponsor Information:**

**First Name:** \_\_\_\_\_ **Last Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_



**DRAFT**

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

---

*Internal Use Only:*

Amount Paid: \_\_\_\_\_

Check #: \_\_\_\_\_

Bench#: \_\_\_\_\_

Staff initials: \_\_\_\_\_



**Town of Surfside  
Commission Communication**

**Agenda Item #** 9B

**Agenda Date:** October 14, 2014

**Subject:** Citizen Surveys

**Background:** *This initiative is part of the Town Manager's Transition: Status Report and Work Plan.*

At the January 14, 2014 Town Commission meeting the attached Commission Communication was provided (Attachment A). The Town Manager was directed at that time to outreach to firms that specialize in conducting surveys and to return to the Town Commission with more information. The following three qualified entities were contacted:

- *Florida International University Metropolitan Center:* Originally approached by the Town in 2011 to conduct a Citizen Survey that was not approved at the October 11, 2011, Town Commission meeting due primarily to concerns regarding the cost and necessity.
- *Kerr & Downs Research:* This firm conducted an extensive survey for Miami Beach in 2012. The survey report is available from the Town Clerk – not provided here due to size: 530 pages.
- *Barry University:* Recently contracted by North Bay Village for their survey.

Note: both Bay Harbor Islands and Bal Harbour have not conducted surveys in recent history.

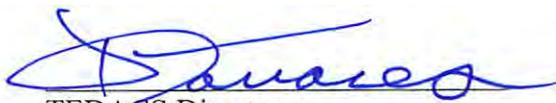
**Analysis:** Upon discussing survey options and process with the three entities it became apparent that \$5000 was the absolute minimum required to reach an appropriate sample of citizens in order to provide valid survey conclusions. This \$5000 minimum relies on Town provided contact information which may not be as comprehensive as needed. All three entities stated that the best survey would be more costly. Therefore Staff also approached Calvin Giordano & Associates, as they provide the Town with IT support, and Staff also conducted a perfunctory Google search for options. The following is a summary of available options:

- 1) *Florida International University Metropolitan Center*: Phone Survey \$15,500 /Online \$8,000 (Attachment B)
- 2) *Kerr & Downs*: Phone \$10,000 or \$7000 depending on sample size/ Internet \$5,000 depending on available emails (note that the Town does not have a comprehensive email database / Mail \$5000 - \$10,000 (Attachment C)
- 3) *Barry University*: While the University is interested in conducting the survey for the Town this would need to be part of the Fall 2015 curriculum as facility and students are utilized as part of their process and the academic year has already begun. Cost to be determined. (Attachment D is a copy of the survey produced for North Bay Village)
- 4) Utilization of online entities or professionals. It may be difficult to vet these entities and professionals as well as vet reliable and relatable references.
- 5) Utilization of Town communication channels (Gazette/website/email survey). Outreach to all citizens will be difficult due to lack of contact information. The most reliable database would either exist with the Gazette's distribution list or with utility billing. The utilization of staff time would be extensive in trying to secure the return of the surveys and to consolidate the information not to mention the lack of expertise on hand to facilitate a valid survey process. Calvin Giordano & Associates were approached to assist with this however they declined as this is not their area of expertise.

**Budget Impact:** The approved FY 13/14 Budget allocated \$5000 for this initiative. These funds have rolled over into the FY 14/15 Budget awaiting Town Commission direction on this initiative.

**Staff Impact:** To be determined.

**Recommendation:** The Administration is seeking direction on the options presented above. Even with direction to contract with one of the three qualified entities listed above, detailed direction to identify the purpose/philosophy of the survey is still needed. The Town Commission will also need to provide the specific issues/topics/questions to be included and identify the timing of the survey.

  
TEDACS Director

  
Town Manager



## Town of Surfside Commission Communication

### Agenda Item #

**Agenda Date:** January 14, 2014

**Subject:** Citizen Surveys

**Background:** The Commission allocated \$5,000 in the FY 13/14 Budget for a citizen survey. As stated in the FY 13/14 Budget Program Modification, professionally conducted citizen surveys have been utilized as an effective management tool by local governments in assessing current and future service delivery levels; the satisfaction/approval rating of how the local government is doing; and reinforces to residents that their opinions are encouraged and valued. Simply put, a municipal survey says to the residents that you are the customers and the Town wants to know:

- Are you deriving value from the investment you make with the tax dollars you provide to the Town?;
- What should we be doing that we are not currently doing and conversely, what should we not be doing as a Town?; and
- What are your priorities for the Town?

More importantly, the benefit of a municipal opinion survey will allow for the collection of unbiased "Surfside specific" information to be obtained regarding issues the Commission is currently considering/evaluating, including such issues as:

- Senior services (i.e. transportation)
- Community Center expansion
- Services (i.e. police; solid waste collection)
- Charter Review issues (i.e. length of terms; staggering)
- Traffic calming (survey can be structured to survey specific improvements in specific neighborhoods)
- School issues (i.e. MAST/Environmental Science Academy)
- Parking structure(s) (i.e. location, size)
- Undergrounding of overhead utilities
- Zoning code
- Code compliance

To minimize the cost, the survey would likely be conducted online with a final report prepared on the survey results which would be broken down by the demographics and possibly area of Town. Also, an executive summary should be completed incorporating all of the comments provided by respondents. Survey questions would be presented to the Commission prior to conducting the survey.

Human Resources Director Yami Slate-McCloud provided a copy of the Town's 2009 Customer Service Survey which was provided by Town Staff to residents/customers who had interaction with a Town department/employee during a certain period of time in 2009. Attached is a copy of the Customer Service Survey and tabulation of responses.

A key to a successful survey is identifying a correct approach (methodology); and avoid developing biased/leading questions which create predictable outcomes in order that the results of the survey have legitimacy. This 2009 Town Customer Survey was successful in developing questions that essentially addressed the Town's desire for citizen feedback on recent experiences and interactions with Town employees. However, the methodology or survey technique quite possibly skewed the survey results. Why?

The customer was asked to fill out a survey based on their just completed one-on-one interaction with a Town employee. The survey was handed to the customer by the Town employee. While the customer responses likely reflected their opinion of the interaction with the Town employee, one could logically conclude that the survey results were skewed because the employee knew he/she was going to be evaluated so this could have impacted how the employee interacted with the customer. Would the employee have handled the customer service relationship in the same manner if no survey was involved? Maybe, maybe not. Irrespective, the methodology utilized potentially calls into question the validity of the customer service survey results.

**Analysis:** To assist the Commission in providing final direction regarding the specifics of a citizen survey, Department Heads were asked to provide input as to how a survey would benefit their operation. The Department Heads were given broad latitude in preparing their input.

General guidelines relating to survey approach were suggested/identified:

- Assist in assessing current and future services and allocation of current and future financial resources
- Satisfaction with current services
- Ask our "customers" how are we doing?
- Establish priorities
- Reinforces to residents that their opinions are valued

The attached report summarizes the input received. Please note that the suggested questions need to be refined to make them survey neutral and/or concise. However, this input captures what is on the mind of our Department Heads.

**Requested Action:** The Commission provide direction in sufficient detail that will identify the purpose/philosophy of the Town survey; specific issues/topics/questions to be included in the survey and timing of the survey. Upon receiving direction, Staff will prepare a final proposal for Commission approval.

  
Town Manager

Attachment: 1. Citizen Surveys (2014): Departmental Input  
2. Town 2009 Customer Service Survey and Result Tabulation



Town of Surfside

## Citizen Surveys 2014

**Subject: Departmental Input**

### **I. Code Compliance**

1. Do you feel that the condition of the Town has improved over the last two years with regard to compliance with Town Codes?
2. Do you believe the code enforcement program is being effective at this time?
3. Do you feel code compliance staff is being responsive to your needs?
4. Do you believe additional code compliance staff is needed to address town-wide concerns?
5. Do you believe imposing civil penalties (fines) on violators will help attain compliance more quickly?
6. Do you feel the Town's residential streets look clean, or should there be additional enforcement to keep trash and garbage of the streets?
7. Should the Town more strictly enforce hedge heights that block visibility for drivers at intersections on corner properties?
8. What issues do you believe need to be a priority?
  - a. Street cleanliness
  - b. Overgrowth of grass
  - c. Visibility at intersections
  - d. Up-keep of business district
  - e. Noise
  - f. Other

### **II. Police Department**

1. Are you satisfied with the services the Police Department is currently offering and if not how can we improve?
2. Do you find the police officers to be friendly, helpful and approachable?
3. What is the most important issue to you? Crime, parking, traffic or quality of life issues?
4. If you could create a crime prevention initiative for your neighborhood, what would it be?
5. Are you are satisfied with the police presence in your neighborhood?
6. Do you find the police department to be customer service oriented?

7. Are you satisfied with the crime prevention/community events hosted by the police department?
8. Have you had more negative or positive encounters with the police department?
9. How can we get you to participate for more Police Department crime prevention/community events?
10. Do you feel the Police Department is communicating effectively regarding notifications of crime or traffic issues and crime prevention/ community events? If not, how do you recommend we reach our residents? Social media, cable channel, etc.?

### **III. Parks and Recreation**

1. How often do you participate in Parks and Recreation programs?  
 1) Always      2) Sometimes    3) One Time Use    4) Never  
 Comments:
  
2. What are the reasons for participating in our programs?  
 1) Type of program    2)Program Fees    3)Time of Programs    4) Instructor of Program  
 Comments:
  
3. Consequently, why are programs not utilized? (Type of program, fees, instructor, etc.)
  
4. How far in advance do participants prefer for promotion of events, programs and additional happenings?
  
5. Preferred method of contact for promoting events/programs? (flyers, Gazette, banners, smart sign, constant contact, etc.)
  
6. What programs are you interested in? 1)Toddlers    2)Youth    3)Teen    4)Adult    5)Senior  
 Please elaborate with specific programs:

### **IV. Building Department**

1. If you have had an issue with your house or business, how was your experience with the Building Department?
2. Would you place a great value on being able to access building department records on-line?
3. Does the Building Department provide information in a complete and timely manner?
4. Do you find the field and staff members of the Building Department to be courteous and well-informed?
5. Are the processes and procedures of the Building Department reasonable and effective?

**V. Tourist/Economic Development/Community Service**

1. How do you prefer to communicate with the Town?  
Phone/Email/Text/Social Media (i.e. as Facebook)
2. How do you prefer to receive Town communications?  
Phone/Email/Text/Social Media (i.e. as Facebook)
3. The Town gives me timely and adequate notifications on Town news, meetings and events: 5. Excellent etc... 4. 3. 2. 1.
4. How many times a week would you like to be notified of Town news, meetings and events? 5 / 4 / 3 / 2 / 1
5. What content interests you on the Town's website?  
Fill in the blank \_\_\_\_\_
6. What content interests you in the Town's monthly Gazette?  
Fill in the blank \_\_\_\_\_
7. What content interests you for Channel 77?  
Fill in the blank \_\_\_\_\_
8. Do you utilize the Surfside Shuttle? Yes / No / Maybe
9. Would you utilize the Surfside Shuttle if the route was expanded and coordinated with Surfside's neighboring communities? Yes / No / Maybe
10. Would you utilize the Surfside Shuttle to transport you to and from Mount Sinai?  
Yes / No / Maybe
11. How often do you eat at a Surfside restaurant monthly? 5 / 4 / 3 / 2 / 1
12. How often do you shop at a Surfside store monthly? 5 / 4 / 3 / 2 / 1
13. How often do you patronize a Surfside downtown service provider (i.e. bank, salon, etc.) monthly? 5 / 4 / 3 / 2 / 1
14. What would entice you to eat or shop in Surfside?

- a. More information on what is offered downtown
- b. Specials for residents?
- c. Different selection/variety of businesses?
- d. Better/longer hours of operation?

15. Do you like public art? Yes / No / Maybe

16. Do you like the recent beach street end renovation on 95<sup>th</sup> Street? Yes / No / Maybe

17. Would you support beach side facilities such as restrooms? Yes / No / Maybe

18. Would you support beach side rental of chairs and umbrellas? Yes / No / Maybe

19. Sustainability initiatives interest you? (you may choose more than one)

Recycling / Solar Power / Electric Car Charging Stations / Plastic Bag Ban / Seawater Level Awareness / etc...

*If possible I would like to use some of the survey (applicable items from above and below) with the business community:*

20. How do you rate the customer service at Town Hall?

5. Excellent ... 4. 3. 2. 1.

21. How do you rate the Town's licensing process?

5. Excellent ... 4. 3. 2. 1.

22. How do you rate the Town's permitting process?

5. Excellent ... 4. 3. 2. 1.

23. How do you rate the Town's Code Compliance process?

5. Excellent ... 4. 3. 2. 1.

24. How do you rate the Town's trash/recycling program?

5. Excellent ... 4. 3. 2. 1.

*[Note: Fyi – I purposely left off parking questions and many of these in their more generic forms can be further enhanced by additional/supplemental questions].*

## VI. Public Works/Utilities

1. Please rate the overall appearance of Town properties and parks  
5. Excellent ... 4. 3. 2. 1.
2. How satisfied are you with your garbage (household waste) service?  
5. Excellent ... 4. 3. 2. 1.
3. Would you support a reduction in the number of days garbage (household waste) is collected from 5 days to 4 days in an effort to reduce current costs and/or reduce increased costs in the future? Yes\_\_\_ No\_\_\_
4. How satisfied are you with the Town's recycling effort (collection once every 2 weeks)?  
5. Excellent ... 4. 3. 2. 1.
5. Should recycling pick-up be scheduled:  
\_\_\_\_ Current schedule (once every two weeks)  
\_\_\_\_ Increase to once a week  
\_\_\_\_ Eliminate recycling pick-up  
\_\_\_\_ Other (please specify)

## VII. Finance

1. Please rate the customer service response to questions on your water, sewer and stormwater utility bill.
  - Over the telephone
  - In person at Town Hall
2. Please rate the ease of understanding your water, sewer and stormwater utility bill.
3. Are there any recommendations to improve the customer service received from Town Hall regarding your water, sewer and stormwater utility bill?



## TOWN OF SURFSIDE Customer Service Survey

The Town of Surfside is dedicated to delivering quality customer service to the public. Please let us know how we are doing. Your input is valuable to us.

Please tell us the reason for your visit to the Town of Surfside. Check all that apply...

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> New Resident           | <input type="checkbox"/> Building Permit            | <input type="checkbox"/> Employment Application/ Human Resources |
| <input type="checkbox"/> Parking Permit         | <input type="checkbox"/> Lien Search                | <input type="checkbox"/> Solid Waste (Garbage/Recycling)         |
| <input type="checkbox"/> Public Records Request | <input type="checkbox"/> Resort Tax                 | <input type="checkbox"/> Water/Sewer Department                  |
| <input type="checkbox"/> Pay Utility Bills      | <input type="checkbox"/> Local Business Tax Receipt | <input type="checkbox"/> Public Works Department                 |
| <input type="checkbox"/> Tourist Bureau         | <input type="checkbox"/> Library                    | <input type="checkbox"/> Police Department                       |
| <input type="checkbox"/> Finance Department     | <input type="checkbox"/> Code Compliance            | <input type="checkbox"/> Parks and Recreation Department         |
| <input type="checkbox"/> Other: _____           |   |  |

Were you able to get your question or concern resolved?  Yes  No

Was the response time to address your request reasonable?  Yes  No

Overall, how satisfied were you with the service you received?

- Very satisfied
- Mostly satisfied
- Satisfied
- Mostly unsatisfied
- Very unsatisfied

Comments: \_\_\_\_\_

Was the Town representative courteous and professional?

- Strongly Agree
- Agree
- Neutral
- Disagree
- Strongly Disagree

Comments: \_\_\_\_\_

Do you have any comments or feedback about a specific staff member?  Yes  No

Staff member's name: \_\_\_\_\_

Comment: \_\_\_\_\_

\_\_\_\_\_

Is there any service that the Town is currently not providing that you would like to see provided?  Yes  No

\_\_\_\_\_

\_\_\_\_\_

If we did not meet your expectations, please describe the situation, the name(s) of the employee (s) involved, and the date the incident occurred:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If you would like to be contacted regarding your responses to this survey, please provide the following:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_ Telephone: \_\_\_\_\_

***Thank you for taking the time to complete this important survey. The information you have provided will assist us in providing the best customer service possible. Please complete and return your survey in the postage-paid envelope provided and mail to:***

Town of Surfside  
Attn: Human Resources  
9293 Harding Avenue  
Surfside, FL 33154

DEPARTMENT	OVERALL SATISFACTION	COURTEOUS	STAFF FEEDBACK	COMMENTS	SERVICE YOU WILL LIKE TO SEE PROVIDED
Police	Very satisfied	Strongly agree	Mike Garcia- very professional answered all the questions very quickly.		
	Very satisfied	Strongly agree		Very nice service & prompt.	
	Very satisfied	Strongly agree		Unprofessional- did not give me their card with their name, not able to identify them later on when the issue persisted.	
	Satisfied	Agree			
Tourist Bureau	Very satisfied	Strongly agree		Very helpful and outgoing	
Building	Very satisfied	Strongly agree			
	Satisfied	Agree	Very courteous		
	Mostly satisfied	Strongly agree	Lilli- nice & helpful		
	Mostly satisfied	Strongly agree	Lilli- very professional & kind	Continue to provide parking permits to residents- excellent and practical idea	Able to use the Town's phone to make calls when needed
	Very satisfied	Strongly agree		Congratulations to all Town Bldg. services	
	Mostly satisfied	Agree			
	Very satisfied	Agree			
	Very satisfied	Strongly agree	Good employees, really helpful		
	Very satisfied	Strongly agree	Lilliane & Darlene - were both very helpful		The new Club House
	Very satisfied	Strongly agree			
Town Hall	Very satisfied	Strongly agree	Lilli- friendly and helpful; outstanding		
	Very satisfied	Strongly agree			
	Mostly satisfied	Agree			
	Very satisfied	Strongly agree	The new girl on parking permits is very nice lady and attentive with the people		Lower the parking- is getting expensive for customers
	Very satisfied	Strongly agree			We have a lot of complaint and have lost a lot of business because of it.
	Very satisfied	Strongly agree			
	Very satisfied	Strongly agree			Remove all telephone poles & wires put underground or go wireless

DEPARTMENT	OVERALL SATISFACTION	COURTEOUS	STAFF FEEDBACK	COMMENTS	SERVICE YOU WILL LIKE TO SEE PROVIDED
Town Hall Cont.	Very satisfied	Strongly agree	All the women behind the service counter have always been friendly, professional and do a wonderful job.		More movies in the park, organize a friendly competition between neighbors 7 Judge the best "spruced" yard- with prizes for the best. (Gift certificate to Publix would be enough give people incentive and competitive edge to make Surfside beautiful again !!
	Very satisfied Very satisfied Very satisfied	Strongly agree Strongly agree Strongly agree	Cathy- she is always courteous, kind & efficient		Replace Town's pool, bathroom & showers A reality check when it comes to spending & how it affects our taxes.
	Mostly satisfied	Agree			Parking on the street- the cars park on any side or direction, very confusing and illegal.
Water & Sewer	Very satisfied Very satisfied Very satisfied Very satisfied	Strongly agree Agree Strongly agree Strongly agree	Good employees, really helpful		
Town Clerk	Very unsatisfied Very/Mostly satisfied	Agree Strongly agree/agree	All were helpful	Public Records request- maps ( Beach area) were not available	Perhaps Public Records Requests could be posted to the Surfside Web page
	Satisfied	Strongly agree	Mr. Cooper @ Public Works- courteous, honest, efficient	re: Public records request	Door to door warning/request to follow placement of garbage & recycle container rules
Parks & Rec	Very satisfied Very satisfied Very satisfied	Strongly agree Strongly agree Strongly agree	Stacie Barrett- always superceeded the needs of my family. Jackie Villagran-set up class field trip. Very informative, well organized, and a lot of fun. Jeanette Jagiello- I endorse 100%	Privilege to live in a Town which offers year long programs and the BEST summer camp in the area.	More adult exercise classes ie...ballet, tap, modern jazz

DEPARTMENT	OVERALL SATISFACTION	COURTEOUS	STAFF FEEDBACK	COMMENTS	SERVICE YOU WILL LIKE TO SEE PROVIDED
Library	Satisfied	Agree		Employees are helpful but are not familiar with their books.	
	Mostly satisfied	Agree	All the library staff are friendly and helpful	We are blessed to have the Surfside Library	Rent golf carts to residents so they can move around Town. More friendly to residents, parking, environmental and safer for children that are playing on our streets
	Very satisfied	Strongly agree	They are always very nice & helpful, excellent staff		
	Mostly satisfied	Strongly agree			
	Very satisfied	Strongly agree	Reps in Town Hall & Library are always helpful.	Why does Mayor not have a comment page in our monthly magazine?	Pool- no need for Taj Mahal- plenty of empty stores available for work out rooms/art ect.
	Very satisfied	Strongly agree		Wow- huge like in water/waste charges. I understand shortages, wages hurt.	
	Very satisfied	Strongly agree	Suzanne, and Leslie in the libray I endorse them 100%		I wish that Surfside was more a pedestrian/bicycle friendly
	Very satisfied	Strongly agree		Ms. McGlynn & her staff do everything possible to secure book items & media for clients and are always cheerful & welcoming to those who are the library.	Community center & pool is the Surfside community and is sorely missed. I look forward to the vote being passed so that contruction could beging as soon as possible.
	Very satisfied	Strongly agree	S. McGlynn-always helpful, courteous & knowledgeable. Her expertise has been welcomed by myself & my family for some years. Also to be noted is Leslie.	I would like for the Town to note and appreciate the professionalism shown by these two ladies.	
	Very satisfied	Strongly agree	Ladies @ the Library are very nice, and very welcoming		Dogs being able to be on the beach.
	Mostly unsatisfied	Agree		Insufficient funding for an appropriate library. Level of noise (babies, children, adults, and staff). "Librarians" did not appreciate the concept of reading as a "quiet" activity.	
	Very satisfied	Strongly agree	All the library staff are courteous constantly & extremely helpful at the time.		
	Very satisfied	Strongly agree	Leslie, Suzanne & the other 2 woman are wonderful	The library is the most valuable asset in this Town.	
Finance	Very unsatisfied	Agree		Service is good, policy decisions bad, crazy prices, bad judgements.	Library like we used to have, good employees!! Bad facility

Proposal to Provide Professional Services  
for

**Town of Surfside  
Resident Survey**

DRAFT  
September 3, 2014



1101 Brickell Ave, Suite S-206  
Miami, FL 33131  
305.779.7872  
[metropolitan.fiu.edu](http://metropolitan.fiu.edu)

## **ORGANIZATION BACKGROUND**

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The Metropolitan Center is the leading urban “think tank” in South Florida and an applied research unit in the School of International and Public Affairs (SIPA) at Florida International University. Since 1997 the Center has accumulated an impressive track record of local, regional and statewide public opinion and other types of survey research. Statewide public opinion polls and business surveys include the 2006-2010 Women-led Businesses Leadership Study, 2008 legislative issues poll, and the Hurricane Mitigation Study. The Metropolitan Center has also conducted regional and local surveys and focus groups for various organizations including Miami-Dade County, Univision, Miami Dade Expressway Authority, Broward County Department of Elections, the Greater Miami Chamber of Commerce and the Florida Department of Transportation.

The Center’s approach to providing consulting services is to take into account the unique needs of individual communities and/or clients and offer customized services and studies while adhering to recognized methodologies for applied research, survey design and data analysis. The Center houses the ongoing South Florida Regional Database Project which includes asset mapping, best-practice research, and full in-house Remote Sensing and Geographic Information Systems (GIS) capabilities. Moreover, the Metropolitan Center is a Census Information Center (CIC), which allows for early access to release data and data with restricted use.

Located in Downtown Miami, the Metropolitan Center frequently partners with government agencies, private firms, and non-profit organizations to build avenues for positive growth. Clients of the Metropolitan Center include local government entities, non-profit organizations and private sector firms in South Florida. The FIU Metropolitan Center brings an established applied research capacity to local government planning efforts utilizing cutting-edge research and quantitative data analysis tools and techniques. Our highly qualified staff ensures the timely and reliable delivery of the proposed services. The Metropolitan Center provides on-going support to its municipal clients above and beyond the negotiated scope of services. Our research has served as catalyst for major policy changes and projects in the area of housing, transportation, social and health services, quality improvement and organizational development. Following is the description of our core areas of expertise.

### **Performance Management, Training and Survey Research**

The Metropolitan Center conducts quantitative and qualitative public opinion research, including multilingual surveys, focus groups, in-person interviews and mystery shops to give local governments, community organizations, and businesses feedback on customer service and satisfaction. Our training programs are customized to client needs and conducted either at our training facilities in downtown Miami or onsite for the sponsoring agency. Trainers and course content are evaluated on an ongoing basis to assure relevance and quality. The Metropolitan Center also provides performance auditing and process redesign to foster cost-effective, strategy-based service delivery. These services are often bundled with customer service surveys to balance performance metrics.

### **Economic and Demographic Research**

The Metropolitan Center has been designated as a U.S. Census Information Center which interprets, disseminates and analyzes demographic data. The center turns data into action with a deep understanding of information sources and the ability to apply statistical findings. Spatial dimensions are included in our presentations with maps, charts and tables illustrating information and the importance of findings. This research presents policymakers with informed policy alternatives to improve organizational performance.

### **Planning and Land Use Policy**

The Metropolitan Center provides technical assistance throughout Southeast Florida to local and county decision makers in a variety of land use issues including Corridor Plans, Evaluation and Appraisal Reports (EARs) and Comprehensive Plans. We provide services that leverage the best intelligence available to develop strategic plans that maximize benefits for the community. We also work with leading architectural firms in designing and implementing community redevelopment activities. The center conducts charrettes and visioning in conjunction with its planning efforts.

### **Economic Development and Housing Policy**

The Metropolitan Center employs a holistic approach to economic development that integrates traditional concerns for economic base expansion with an eye to affordable housing, human capital and organizational capacity. Our staff and affiliated researchers are conversant in state-of-the-art development practices that build stakeholder consensus in developing practical economic development policies. The center has garnered national acclaim for housing market and economic impact analyses undertaken for cities and counties in South Florida. Affiliation with a major research university gives the center access to a wide variety of databases that can be deployed in a variety of formats including GIS maps.

## SURVEY EXPERIENCE

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The Metropolitan Center's overarching goal is to assist organizations in improving their internal processes, governance and relationships with customers. To that end, the Metropolitan Center develops customized research practices that will result in practical, usable data. In the context of local government organization and services, citizens and businesses can be viewed as customers of local government services. Thus, customer feedback may help local governments be more efficient in their service delivery through process improvements or targeting of resources to specific areas. Some of our most recent survey research projects include:

**Miami-Dade County Overcrowding Survey (2013):** The Metropolitan Center was retained by the Miami Foundation on behalf of Miami-Dade County, and the cities of Miami, Miami Gardens, North Miami and Miami Beach, to conduct an assessment of overcrowding in Miami-Dade County. The in-person survey was administered to 400 random households throughout the county. The results showed a significant difference between census-reported figures and survey responses.

**The Children's Trust Provider Survey (2013):** The Metropolitan Center conducted a mixed-method survey with organizations funded by the Children's Trust in Miami-Dade County. The survey was administered online, on paper as a mailout as well as over the phone. The detailed survey questionnaire assessed satisfaction with the programmatic and fiscal assistance provided by the Trust, as well as the organization's use of various processes and tools developed by the Trust.

**Hurricane Mitigation and Preparedness Poll (2013):** The Metropolitan Center has been conducting hurricane-related polling since 2006. The survey is administered to 800 Florida households and collects information on their contingency planning for hurricanes as well as past experience and mitigations efforts. Annual survey results are compared to determine changes in Floridians' preparedness for hurricanes and willingness to take mitigation measures depending on various factors including prior experience, economic conditions, and others.

**Metropolitan Planning Organizations (MPOs) Awareness Survey (2012):** The Metropolitan Center administered a phone survey with 1,000 residents of five counties in the South Florida region, including Broward, Palm Beach, Martin, St. Lucie and Indian River counties. The survey measured the level of public awareness with the Metropolitan Planning Organizations (MPOs) in the counties and their activities.

**Liberty City Survey (2012):** The Metropolitan Center at Florida International University conducted a telephone survey of 406 residents of the Liberty city area from January 30 through February 17, 2012. The questionnaire included general questions assessing attitudes towards and trustworthiness of financial service institutions, use of various services, and the use of technology for banking and financial transactions.

**Doral Household Survey (2011):** The Metropolitan Center completed a survey with over 400 Doral residents for the purpose of determining satisfaction with shopping options in the city. The survey also collected information on the shopping habits and preferences of residents in terms of stores, as well as on the driving distance and their spending patterns.

**Hurricane Ike Evacuation Survey (2011):** The Metropolitan Center conducted one thousand interviews with Texas residents on their experience with hurricane Ike. Funded by the National Science Foundation the study assessed the measures undertaken by Texas residents in the coastal areas to prepare their homes and families in the face of hurricane threat.

**South Miami Resident Survey (2010):** The Metropolitan Center conducted a survey with 400 South Miami residents to assess their satisfaction with the quality of life in the City as well as with the different City services. The Survey was conducted in both Spanish and English.

## TEAM BACKGROUND

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The Metropolitan Center's staff has expertise and experience in a broad range of public policy issues with a focus on urban management, planning, housing and economic development. The center also conducts survey research and designs community indicators. In addition to its applied research capacity, the Metropolitan Center offers a variety of technical services including customer service skills training, community visioning and strategic planning, community workshops and public opinion forums organization, as well as consulting services in key community development areas.

Staff project involvement and responsibilities are based on an internal review of experience and research capabilities. The designated staff which will implement the scope of services is led by Dr. Maria Ilcheva, a principal investigator specializing in behavioral research. Dr. Ilcheva has over ten years of experience leading similar projects and managing both the research and partially their administrative aspects. Ms. Webb who will serve as Research Coordinator, holds a degree in Public Administration from Florida International University and has been involved in multiple public policy projects across South Florida.

The Metropolitan Center is led by Dr. Howard Frank who in addition to serving as Director of the Center is Chair of the FIU Public Administration Department. Dr. Edward Murray is the Associate Director specializing in economic development, housing and indicator studies. The Center also has a number of affiliated FIU faculty and community experts in various areas. As a research institute with a mission to assist local governments and nonprofits, as well as to train students to play meaningful roles in community development and revitalization, the Center also mentors undergraduate and graduate students who are employed as research assistants helping with data acquisition and analysis.

The data collection, analysis and reporting of the research on the Resident Survey will be supervised and implemented by Dr. Maria Ilcheva, Senior Researcher at the Metropolitan Center.

### **Maria Ilcheva, Ph.D. – Principal Investigator**

Dr. Ilcheva is a Senior Research Associate at the FIU/MC with expertise in behavioral research including public opinion polls, focus groups and interviews. Dr. Ilcheva has managed multiple projects related to public opinion including a recently completed survey of Miami-Dade County residents, Liberty city area residents, Doral residents and a detailed survey of Texas Gulf Coast residents. She has also managed a five-county resident survey on general awareness of local Metropolitan Planning Organizations. She has also led the collection of data and analysis of a South Florida Digital Literacy survey for the South Florida Workforce Investment Board, the 311 & Web Survey for Miami-Dade County and the annual hurricane preparedness poll funded by the Florida Legislature. Previously, Dr. Ilcheva managed a survey project for the Miami-Dade Cultural Affairs Department concerning their Culture Shock program, and the Comprehensive Needs Assessment Survey for the Miami-Dade Community Action Agency. She has supervised the data collection and analysis of hurricane mitigation surveys since 2007, and conducted focus groups of Florida residents on hurricane preparedness and mitigation in 2008 and 2013. She was also the principal investigator of a Customer Satisfaction Initiatives project for the Miami-Dade Parks and Recreation Department which included surveys with current and potential Auditorium visitors, employees and producer/artists. Dr. Ilcheva's previous involvement also includes election polling in Miami-Dade and Broward counties, statewide polls on presidential candidate preferences and multiple other issue polls.

## APPROACH TO SCOPE OF WORK

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Citizen satisfaction with government service delivery is a key indicator of local government quality. Local governments typically utilize the results of stakeholder feedback in their strategic planning process to identify challenges, plan for and evaluate improvements, as well as prioritize funding areas. With the understanding of the importance of obtaining timely, valid and useful data via a survey data collection for the staff, elected officials and others, the Metropolitan Center has developed a set of considerations that will assist decision-makers in their efforts.

The Metropolitan Center adheres to widely recognized methodologies for survey design, data collection and reporting. There are several guiding principles when we design survey research projects, including:

- ◆ Statistical validity

The collection of opinion data requires the ultimate user of the collected data to be aware of the advantages and limitations of various data collection methods, as well as the significance of the results depending on the amount of collected data. The results' validity and margin of error depend on the size of the populations (residents in Surfside) and the sample that is selected from those populations. The table below shows the population sample and the corresponding error margin.

<b>Sample/ Completed Surveys</b>	<b>Error margin</b>
100	10%
200	7%
300	6%
400	5%
600	4%
800	3%

- ◆ Cost efficiency

The volume of data collected needs to be balanced with the cost for collecting the data. Data users often need to make decisions on the acceptable margin of error based on the costs associated with each sample. While the total cost of survey data collection increases as the sample increases, the cost per completed survey decreases.

In addition to the sample size, data collection costs are also influenced by the method of data collection. The most cost effective method of data collection is online, followed by phone surveys, then paper-based, mailout surveys, and finally, in-person or door-to-door surveys.

Each method of data collection has its own challenges and advantages. Online surveys have the lowest cost as they require minimal staffing of the data collecting agency and responses are automatically entered into a database, which means no data entry costs. However, some of the challenges include: lack of randomness in collected responses, thus making the sample not representative of the population; exclusion of respondents without convenient online access, and oversampling of younger, well-educated respondents.

Phone surveys may be conducted to landline phones, cell phones or called dual-frame sampling which utilizes landline and cellular telephone numbers to reach a representative sample of households. Many young adults in the U.S. aged 18 to 34 years, can no longer be reached successfully via the landline frame. However, survey data collection via cell phone dialing has

significant challenges which will be reflected in the cost of data collection. First, there is a high nonresponse rate in cell phone surveys. Also, per federal regulations research call centers can only use manual dialing rather than random digit dialing (RDD), and multiple callbacks to cell phone numbers may be considered “harassment” under federal and state laws. There are also operational issues in cell phone surveys associated with geographic screening, i.e. respondent may not live in area code of phone service. Also, the fact that cell phone users are usually mobile (one the road, in a public location etc.), may raise safety issues and significantly decrease response rates. As a result of these challenges the cost of cell phone survey response collection is approximately double compared to landline surveys.

While cell phone surveying provides better coverage of a number of important demographic groups in the U.S. than the landline phone surveying, cell phone samples are not as efficient as landline samples. The landline only sample frame is the most cost effective method for obtaining information. Although some age groups may be underrepresented in the sample, the results can be weighted to adjust that underrepresentation. Research has shown that a dual frame design (a combination of landline and cell phone surveying) does not produce significantly different results from a weighted sample.<sup>1</sup> Moreover, a mixed methodology of data collection, landline phone and online, will counteract most of the limitations of landline phone only data collection as online respondents are typically in the younger age groups.

Paper-based, mailout surveys have higher costs than telephone and online surveys due to postage, reproduction and data entry costs, but they also had the drawback of lower response rates and timeframe required for the response collection. Paper-based surveys require longer periods for the production, distribution and return of responses. An additional challenge may be the design of a representative sample of respondents due to population mobility and address-matching issues.

Finally, in-person or door-to-door surveys, are rarely used for data collection as they are time consuming and costly. Face-to-face interaction yields the highest response rate and the best quality data as it allows the researcher to interact with the respondent and clarify questions or answers. These benefits typically come at a great cost to researchers, who must hire, train, and monitor the interviewers and pay them to travel from one neighborhood to the next (and sometimes back again) knocking on doors. Largely due to the nature and cost of the travel involved, face-to-face surveys can end up costing more than twice as much and taking more than three times as long to complete as an equivalent telephone survey.

◆ Information needs

A critical component of survey data collection is understanding the information needs of the data users and consequently designing a survey questionnaire that will address those needs in an unbiased and efficient way. While Metropolitan Center behavioral data experts with experience in questionnaire design will guide the questionnaire design itself, designated staff from Surfside will provide guidance in terms of the desired informational outcomes and may also have significant participation into the question and answer verbiage.

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<sup>1</sup> See Keeter, Scott. 2006. “The Impact of Cell Phone Non-Coverage Bias on Polling in the 2004 Presidential Election.” *Public Opinion Quarterly* 70: 88-98. Also Keeter, Scott, Courtney Kennedy, April Clark, Trevor Thompson, and Mike Mokrzycki. 2007. “What’s Missing from National Landline RDD Surveys? The Impact of the Growing Cell-Only Population.” *Public Opinion Quarterly* 71: 772-792.

## SCOPE OF WORK

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### Task 1: Survey Design

The Florida International University Metropolitan Center proposes to conduct surveys with residents of Surfside for the purpose of gauging their attitudes towards topics selected by the Town of Surfside.

**Survey Design:** The survey instruments will be designed in collaboration with the Town of Surfside staff to meet the target information goals. The survey design will be completed as follows:

- ◆ The Surfside designated staff will provide an outline of the informational goals and possibly general survey questions to be included. The Metropolitan Center team will design the survey questionnaire including objective, specific and targeted questions which will yield unbiased results.
- ◆ The survey instruments may include both binary data measures (yes-no questions) and five-point Likert scale questions (strongly agree-agree-not sure-disagree-strongly disagree), as well as some open ended items.
- ◆ The areas to be covered by the questionnaire will be determined by the Town of Surfside and the Metropolitan Center will provide input.
- ◆ For purposes of comparison and benchmarking the Metropolitan Center research team may utilize questions similar to ones used in other surveys.
- ◆ The Metropolitan Center team will provide an initial draft template of the survey instrument to be circulated among the Surfside designated staff for input. The revisions and recommendations of staff will then be incorporated into a subsequent draft. Typically, the design of a final questionnaire requires two to three rounds of revisions.
- ◆ The Metropolitan Center assumes a survey length of up to 15 substantive questions, as well as up to 5 appropriate demographic questions, e.g. age, race/ethnicity, education level, income.
- ◆ The online survey will be designed in both English and Spanish as over 30 percent of Miami Shores residents are Hispanic.

### Task 2: Data Collection

#### OPTION 1: LANDLINE PHONE SURVEYS

**Sampling Methodology:** Respondent lists will be obtained from randomized landline phone samples of Miami Shores residents. The Metropolitan Center will use respondents lists from InfoUSA(R) (NASDAQ:IUSA), the leading provider of proprietary business and consumer databases and sales leads.

- ◆ Resident opinions will be collected via landline phone surveys. Phone surveys are the most cost efficient method of data collection which yields statistically valid results.
- ◆ Resident phone contact lists will be representative of the area's resident demographics (gender, age, and race/ethnicity).
- ◆ Respondents will be screened to ensure that they currently reside in Surfside.

- ◆ In order to obtain a statistically representative sample and a confidence interval of 95%, which corresponds to a 5% margin of error of the results, the FIU Metropolitan Center will complete 400 phone surveys with Surfside residents.
- ◆ The survey questionnaire will be administered over the phone by expert phone interviewers who will receive additional training pertaining to the questionnaire administration.

## **OPTION 2: ONLINE SURVEYS**

- ◆ The Metropolitan Center will design an online version of the survey questionnaire and provide the link to the Surfside staff. The survey link may be publicized via the Surfside website, Facebook, Twitter and other online distribution resources.
- ◆ Resident email lists will be obtained from a proprietary database. The Metropolitan Center will send all residents for whom emails are available an invitation to complete the survey online.
- ◆ The margin of error of the online sample cannot be ascertained due to the lack of randomness in the response collection.

## **Task 2: Data Collection**

***Survey Data Collection:*** Surveys will be implemented for four to five weeks.

- ◆ Before commencement of the data collection, the survey questionnaires will be tested with 20 residents to ensure clarity of questions. If re-design of some questions is required, the Metropolitan Center will propose changes to the Surfside staff based on the feedback received from the pilot surveys.
- ◆ To ensure stakeholder buy-in and a high response rate the Metropolitan Center proposes that before commencement of data collection Surfside staff uses appropriate communication channels to notify residents beforehand of the purpose and value of a surveys or its end use. The Metropolitan Center will provide the Surfside staff with a link to the electronic version of the survey questionnaire. For example, the Town of Surfside can publish survey notifications on its website, its monthly gazette, fliers at community centers, Facebook and Twitter etc.
- ◆ For the phone survey, the survey team will analyze the demographic characteristics of the population in Surfside in terms of race/ethnicity and gender, and will use these characteristics in monitoring the data collection to ensure a sample that accurately represents the population in terms of these attributes.
- ◆ Since approximately 47 percent of Surfside residents are Hispanic, the survey will be administered in both English and Spanish, according to the respondent's choice. The phone interviewers who will administer the survey in the corresponding language will be fluent or native speakers.
- ◆ Online respondents will have the option of selecting an English or a Spanish version of the survey.

### **Task 3: Data Analysis and Reporting**

#### ***Data Analysis***

- ◆ Data collected from the surveys will be analyzed using Statistical Package for the Social Sciences (SPSS) computer database for ease of statistical analysis.
- ◆ Questionnaire data will be quantitatively and qualitatively (if applicable) analyzed.
- ◆ Quantitative statistical analysis will include summary frequency distributions for each response item and cross tabulations of each response item.

#### ***Reporting & Deliverables:***

- ◆ The Metropolitan Center will provide bi-weekly updates on the progress of data collection and upon request may also provide the results for some questions.
- ◆ Within 10 days of survey data collection, the Town of Surfside shall receive a preliminary draft report including frequency and cross tabulations for items of interest.
- ◆ The report will include both narrative and visualizations such as charts, graphs and other appropriate data presentation modes.

### **Task 4: Final Report and Results Presentations**

- ◆ Surfside staff will provide comments on the draft report. The Metropolitan Center will make the appropriate revisions and provide an updated report within 5 days.
- ◆ Surfside staff may also request additional analysis to be conducted based on the results. The Metropolitan Center will conduct requested analysis and include additional results, if needed.
- ◆ The final report will be provided within five business days of receipt of comments and will include the following:
  - A one page executive summary.
  - A section outlining overall survey results including frequency distribution analysis,
  - A section outlining survey results including cross tabulations by variables of interest.
  - An appendix containing all survey responses in SPSS format

Final report will be submitted in electronic format (e-mail), compact disc, and 2 bound color hard copies.

- ◆ The Metropolitan Center will also prepare a PowerPoint presentation with the survey results to be used during meetings, as well as summary sheets with the results to be used by attendees and the general public. Metropolitan Center staff will be available for presentations and to answer questions for up to three meetings as requested by the Town of Surfside.

## TIMELINE

<b>Task</b>	<b>Activities Overview</b>	<b>Time Estimates</b>	<b>Cost</b>
Task 1: Project Design	Includes, but not limited to, meetings/conference calls with key staff and/or designated personnel, establishing start date of project, determining key contact persons, establishing survey goals for the purpose of questionnaire development, instrument development and revisions, in both English and Spanish	5 business days	<b>\$2,000</b>
Task 2: Data Collection	Phone: Includes training of call center assistants, pilot data collection and complete data collection.  Online: Includes survey testing, online design in English and Spanish, results monitoring	20 business days	<b>Phone: \$9,500</b> <b>Online: \$2,000</b>
Task 3: Data Analysis and Reporting	Includes, but not limited to results updates, draft report(s) write-up, formatting and editing activities.	5 business days	<b>\$3,000</b>
Task 4: Final Report	Includes revisions of draft report(s), analysis of additional data, if required, as well as reproduction of required hard and electronic copies.  Up to three final presentations will be made to client or at a public meeting organized by client.	10 business days (includes time allocated to presentations)	<b>\$1,000</b>
Total:		<b>Up to 2 months</b>	<b>Phone: \$15,500</b> <b>Online: \$8,000</b>

\*Project costs include all staff time, data purchasing and facilities costs, as well as a 26% indirect cost rate collected by the FIU Division of Research for grant administration.



# KERR & DOWNS RESEARCH

*Market Research & Opinion Surveys*

## Market Research Brief

To Duncan Tavares, Director of Tourism, Economic Development & Community Services  
Town of Surfside  
From Phillip Downs, PH.D., Senior Partner  
Re: Approach & Cost for Town Survey  
Date 8.25.2014

The goal of any survey is to get valid responses from a representative set of eligible respondents. With nearly 6,000 residents, the Town of Surfside (Surfside) would need approximately 300 completed surveys from a representative set of residents to have a valid study. The sampling error would be just over  $\pm 5\%$  points given a 95% confidence level.

### Telephone surveys

The best method for getting completed interviews from 300 representative residents would be a telephone survey that incorporates cell and landline numbers. With a PPT report, this type of study will cost approximately \$10,000. With a sample size of 200 residents, the sampling error is closer to  $\pm 7\%$  points given a 95% confidence level. The cost of this study would be about \$7,000.

### Internet surveys

An internet survey would be less expensive, yet without a list of email addresses for over half of the residents, the study results would be suspect. That is, there would be little confidence that respondents were representative of all residents.

*IF* a list of email addresses of half or more of the resident existed, an internet study would be an acceptable alternative to a telephone study. An internet study would cost about \$5,000.

A second approach to an internet survey would be posting the URL of the questionnaire on Surfside's website and promoting the URL through various methods. The goal would be to drive interested citizens to take the survey. This approach typically has a low response rate and respondents tend not to be representative of all residents.

### Mail survey

A mail survey is a third option if a fairly complete set of addresses for residents is known. Response rates tend to be modest (<20% or about 120 interviews for Surfside). This type of study could be conducted for about \$5,000 to \$10,000 depending on how many reminders were mailed to residents (reminders increase response rates and increase the chance that respondents are representative of all residents).

# North Bay Village Survey (NBV)

Conducted by

Barry University's Institute for Community and Economic Development

We thank you in advance for taking the time to complete this survey and we truly appreciate your participation in this research study. Your response is very important for us to improve the services to NBV villagers and the future development of NBV. The voluntary participation in this survey is requested for individuals over the age of 18. Only group data will be analyzed. Your anonymity will be preserved. Please read each question carefully and try to answer all of the applicable questions.

**Please mail/return the survey no later than April 10, 2014**

	<u>Strongly Disagree</u>				<u>Strongly Agree</u>
1. I enjoy the amenities that North Bay Village has to offer	1	2	3	4	5
2. I am pleased with the work of our village commissioners	1	2	3	4	5
3. I recommend living in North Bay Village	1	2	3	4	5
4. Overall, I am generally satisfied with North Bay Village	1	2	3	4	5
5. How many years have you lived in this neighborhood?					
<input type="checkbox"/> <1					
<input type="checkbox"/> 1-2					
<input type="checkbox"/> 2-4					
<input type="checkbox"/> 4-6					
<input type="checkbox"/> 6-8					
<input type="checkbox"/> 8 or more					
6. What is the <u>most</u> important reason you live in North Bay Village? (Select <u>only one</u> ).					
<input type="checkbox"/> Price					
<input type="checkbox"/> Location					
<input type="checkbox"/> School system					
<input type="checkbox"/> Close to work					
<input type="checkbox"/> Family					
<input type="checkbox"/> Safety of area					
7. How many times have you received information from North Bay Village in the past 12 months?					
<input type="checkbox"/> 0-1					
<input type="checkbox"/> 2-3					
<input type="checkbox"/> 3-4					
<input type="checkbox"/> 5 or more					

8. How is the North Bay Village administration communicating with you?
- No communication
  - Phone
  - Text message
  - E-mail
  - Mail
  - Flyers
  - Via North Bay Village website
  - North Bay Village TV channel
9. What is your preferred method of obtaining village news?
- Island signage
  - Website
  - North Bay Village TV channel
  - Door-to-door flyers or mailings
  - Email blasts
10. What is the best method of contacting you?
- Phone
  - Text message
  - E-mail
  - Mail
  - Flyer
  - Social media
11. What is your preferred social networking site?
- Facebook
  - Twitter
  - Instagram
  - Google +
12. How many town meetings have you attended in the past 12 months?
- 0
  - 1-2
  - 3-4
  - 5 or more
13. Over the past year, how many times have you contacted the Village administration?
- 0
  - 1
  - 2 -3
  - 3 or more
14. If you answered 0 on question #13, skip to question #15. If you answered 1 or more, how satisfied were you with the Village administration's service?
- Dissatisfied
  - Neutral
  - Satisfied

15. What do you like to do in your free time?
- Go to restaurants
  - Go to bars/clubs
  - Go to movie theaters
  - Go to festivals/community events
  - Go shopping
  - Exercise
16. If your taxes were to increase, which of the below would you prefer to fund?
- More community events
  - More public safety personnel
  - More landscaping
  - Better storm drainage & general street repairs
  - Others, please specify \_\_\_\_\_
17. What community sports activities would you like to have in North Bay Village?
- Baseball
  - Track/Field
  - Tennis
  - Soccer
  - Basketball
  - Others, please specify \_\_\_\_\_
18. If the city were to purchase additional land, what use would you want for the land?
- Community center w/pool
  - Dog park
  - Library
  - Senior center
  - Kids park
  - Open area park w/picnic area
  - Parking
  - Others, please specify \_\_\_\_\_
19. Do you have access to the internet? If so, do you access internet through:
- |                          |        |        |
|--------------------------|--------|--------|
| A. Computer in your home | Y_____ | N_____ |
| B. Computer at your work | Y_____ | N_____ |
| C. Computer at a library | Y_____ | N_____ |
| D. Other _____           |        |        |
20. What types of community events are most important to you?
- Patriotic (4<sup>th</sup> of July, Veteran's Day, etc.)
  - Children events (Carnivals, bounce houses, etc.)
  - Young single adult events (Socials, boot camps, etc.)
  - Adult events (Bingo, senior adult events, etc.)
  - Other events , please specify: \_\_\_\_\_
21. Are you comfortable paying your bills online?
- Yes
  - No

22. If you have children, do they attend:

- Village public school
- Village private schools
- N/A

Please read each question carefully and try to answer all of the applicable questions. (1=Most important problem, 2= Important problem, 3=Neutral, 4=Not an important problem, and 5= Not a problem at all)

23. Please rate the following items with its level of importance:

	Most important problem			Not a problem	
a. Feral cats	1	2	3	4	5
b. Car speed control	1	2	3	4	5
c. Safety within North Bay Village	1	2	3	4	5
d. Flooding issues	1	2	3	4	5
e. Street lighting	1	2	3	4	5
f. Cleanliness of North Bay Village	1	2	3	4	5
g. Sanitation system	1	2	3	4	5
h. Access to city parks	1	2	3	4	5
i. Lack of parking within North Bay Village	1	2	3	4	5
j. Trash disposal	1	2	3	4	5
k. Public transportation	1	2	3	4	5
l. House gas line access	1	2	3	4	5
m. Others, please specify _____					

Background Information:

24. On which Island do you live?

- North Bay Island
- Harbor Island
- Treasure Island

25. How many people live with you?

- 0
- 1
- 2-3
- 3-4
- 5 or more

26. Which of the following categories best describes your household income during the last year?

- Less than \$10,000
- \$10,000 - \$14,999
- \$15,000 - \$24,999
- \$25,000- \$34,999
- \$35,000- \$49,999
- \$50,000- \$74,999
- \$75,000- \$99,999
- \$100,000 or more

27. Which of the following categories best describes your personal income during the last year?

- Less than \$10,000
- \$10,000 - \$14,999
- \$15,000 - \$24,999
- \$25,000 - \$34,999
- \$35,000 - \$49,999
- \$50,000 - \$74,999
- \$75,000 - \$99,999
- \$100,000 or more

28. Gender

- Male
- Female
- Other

29. Please indicate your age

- 18-24
- 25-31
- 32-38
- 39-45
- 46-52
- 53-59
- 60+

30. Please indicate your marital status

- Single
- Married
- Widowed
- Divorced
- Separated
- Domestic Partnership

31. Your current professional situation

- Employed
- Unemployed
- Retired
- Student

- Employed part-time
- Stay at home parent

32. Please indicate your highest level of education

- Elementary
- High school
- Some college
- College
- Graduate or higher

33. I \_\_\_ my dwelling:

- Own
- Rent

34. How would you identify yourself?

- White (non-Hispanic)
- African American
- Cuban
- Haitian
- Latino or Hispanic
- Other

35. What is the best language to communicate with you? (Select only one language)

- English
- Spanish
- Creole
- French

Other, specify \_\_\_\_\_



## Town of Surfside Commission Communication

**Agenda Item #:** 9

**Agenda Date:** October 14, 2014

**Subject:** Parking Solution

**Background:** The Town has retained the firm of Lambert Advisory, LLC (Eric Liff) to assist in implementing the recommendations of the parking report – Parking Solution: The Next Step.

**Current Issue:** The Town has recently been approached by multiple parties interested in public private partnership opportunities for the Abbott, Post Office and 94th Street Parking Lots. The Town's parking study identifies these three lots as the potential locations for a parking structure to address the Town's parking deficit. The development community has expressed much interest in the programs identified in the study and has asked the Town for the next steps to proceed with a partnership.

In order to avoid receiving numerous unsolicited proposals, Staff is requesting direction on how to proceed. Staff recommends that the Town issue a Request for Information (RFI) to receive concepts from the development community. This method would provide the development community with the opportunity to submit design concepts/interest and possibly financial options to the Town Commission to allow an informed discussion.

**Recommendation:** Staff recommends issuing an RFI in the next 60 days with 30 days notification to the public on the proposal deadline. That schedule would allow a public presentation by the proposers in early 2015.

Eric Liff would assist with developing the structure of the RFI and would be the lead professional to assist the Town/Staff in preparing the RFI and evaluate requirements, criteria, and information submitted.

Staff would present the RFI to the Commission prior to advertising.

Michael P. Crotty, Town Manager



**Town of Surfside  
Commission Communication**

**Agenda Item #:** 9

**Agenda Date:** October 14, 2014

**Subject:** Update on Sand and Beach Management Issues

**Summary:** The information in this Commission Communication is a status on activities relating to the sand issue and beach management issues going forward.

The report will be presented at the meeting. Key items to be presented include:

- Testing of sand prior to implementing transfer to dunes
- Schedule for addressing cliffing/escarpments
- Development standards for future projects (east of CCCL) and establishment of permanent sand committee
- Modification to County permit to allow placement of sand below mean high water per Commission's September 11 direction
- Schedule for FDEP engagement

**Current Information:** The below information was submitted in a letter by Gordon Thomson and has been supplemented with staff updates (bolded).

Gordon Thomson letter:

This letter provides a status update on various items related to the Town's beaches, including the implementation of the Sand Committee Report accepted by Town Commission on September 2, 2014.

**1. Additional Contaminant Testing**

It was decided to proceed with testing the sand already placed on the beach by the Surf Club and determine if the material was suitable for placement within the dune system. The Town has received a proposal from LandScience Environmental Consultants & Engineers to test 6 samples for a variety of contaminants. Dr. Teaf provided several comments on the proposal on September 29, including the addition of two control samples. I suggest that LandScience be requested to revise their proposal to address Dr. Teaf's comments. While I cannot comment on how many proposals are required for the Commission to approve this work, the scope of work appears appropriate and the cost is within an expected range. I would recommend proceeding with this work as soon as practical.

**Staff Update: Dr. Teaf's comments provided to Rob Ludicke (LandScience) and requested testing proposal be updated. Attached is a copy of LandScience's proposal (\$8,650) (Attachment 1)**

## **2. Developing a Permit to Move Sand into the Dunes**

The Sand Committee recommended that the sand placed by the Surf Club along the Town's beaches be moved to the dunes. The Town could apply for a new permit to perform this work, or either the Surf Club or the Chateau could modify their permits to facilitate this work. This is on hold pending confirmation that the material is sufficiently clean to place it in the dunes (Item #1 above).

## **3. Request to Revise the Miami-Dade County Permit**

Miami-Dade County holds a permit that allows the placement of beach compatible sand below mean high water and within the USACE beach fill template. There are 6 discrete locations within Miami-Dade County that this is permitted. One of the recommendations by the Sand Committee was to request that Miami-Dade County modify their permit to include the Town of Surfside in the permit extents. Thus, future CCCL permit applicants could place material below mean high water. I spoke with Brian Flynn, who is the Special Projects Administrator for the County, regarding this recommendation. He indicated that the County was willing to consider submitting a permit modification request on behalf of the Town. However, there are several details that need to be discussed, such as who will draft the permit modification, develop permit sketches, and perform any field work that may be required to support the modification request. A draft of an initial engagement letter is attached for the Commission's review and approval. (**Attachment 2**) Also, a solution to the ultimate disposition of the Chateau sand could be addressed if this is successful.

## **4. Scarps along the Town's Beach**

Residents have expressed concern about scarps (cliffs) along portions of the Town's beaches. The County holds the permit to level these scarps. It is my understanding that they are waiting until the end of sea turtle nesting season (October 31) to perform this work. I recommend that the Town and County ask for a waiver from the appropriate agencies to allow this work to be performed as soon as possible. If there are no incubating nests remaining along the beach, the agencies may agree to this in the interest of public safety.

**Staff Update: The Public Works Director has coordinated the scheduling of addressing this issue with Miami-Dade for the first week of November. Discussions will take place with the proper authorities to determine if the schedule can be expedited.**

## **5. Developing Town Standards for Beach Compatible Sand**

The Sand Committee recommended that the Town develop its own standards for material that can be placed along the Town's beaches. I have attached a draft set of criteria for the Town's consideration based on public comments and discussions held during the Sand Committee meetings. The Town should include their Town Planner and Legal Counsel in determining if and how to incorporate this into the Town's ordinances.

The Town should be aware that the proposed standards are more stringent than the State standards. It is likely that sand excavated seaward of the CCCL will not meet the proposed standard. Without

and replacement of sand from an upland source based on the sand not meeting Town criteria. This could lead to a loop that an applicant could not excavate sand seaward of the CCCL and delay or halt development within the Town.

**Staff Update: See October 8 letter of Gordon Thomson on recommended beach compatibility requirements (Attachment 3). This information will be further vetted by Staff and a discussion will be held with FDEP. Also, a meaningful process will be put in place to discuss with interested residents prior to meeting with FDEP. Finally, the Town Attorney has prepared a memo detailing options available to the Commission regarding the establishment and membership of such a committee. The memo is enclosed (Attachment 4).**

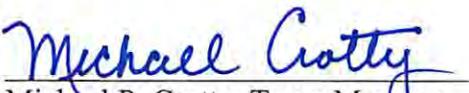
## **6. Engagement with FDEP**

I met with the Florida Department of Environmental Protection (FDEP) to discuss the Town's proposed path, including the potential issue outlined in Item #5 above. A meeting was arranged with the Town for September 30 but unfortunately had to be cancelled. I am trying to schedule another meeting with the FDEP to discuss the Town's urging resolution and the sand criteria.

In my preliminary discussions with the FDEP, Danielle Irwin suggested submitting proposed rule changes to address potential conflicts between State and proposed local rules, as the FDEP is currently in the rule making process. While the period for public comment has officially closed, I recommend that the Town submit the following language to the FDEP for consideration.

“In the event that sand to be excavated seaward of the Coastal Construction Control Line does not meet either State or local standards, then an applicant may request removal and disposal of the non-compliant sand in an approved upland area and must replace it with an equal or greater volume of sand from an FDEP approved upland sand source. The Applicant must show that the upland sand source meets the State and Local standards following procedures as typically described in a Sediment QA/QC plan.”

**Staff Update: Conference call with FDEP (Mark Thomasson and Danielle Irwin) scheduled for October 29.**

  
Michael P. Crotty, Town Manager



September 22, 2014

Mr. Michael Karukin  
Town of Surfside  
Municipal Building  
9293 Harding Avenue  
Surfside, FL 33154

Subject: Revised Soil Assessment Proposal for the  
City of Surfside Coastal Area (Between 88<sup>th</sup> Street and 95<sup>th</sup> Street)  
Surfside, Miami-Dade County, Florida  
LandScience Proposal Number: 2148838

Dear Mr. Karukin,

LandScience is pleased to provide you the following proposal to conduct soil assessment activities at the above referenced subject property and prepare a Soil Assessment Report.

Review of a Beach Sand Chemical Testing report prepared by Terracon and dated May 9, 2014, indicated that Terracon identified arsenic impacted sand along the stretch of beach between 88th and 95th Streets in the town of Surfside, which was re-nourished with imported sand from the Surf Club reconstruction project during April 2014.

### **Objectives**

It is our understanding that the client wishes to conduct a focused analysis of the area to determine the suitability of the renourishment sand for placement in the dune field at selected appropriate locations immediately to the west of the Surfside beach.

### **Scope of Work**

The proposed scope of services consists of the following main tasks: 1) permit acquisition (if necessary); 2) soil assessment; and 3) report preparation. The scope of work involves completion of specific tasks which are described below.

#### Permit Application

LandScience will acquire all the necessary permits from the City of Surfside and/or Miami-Dade County, if necessary.

### Soil Assessment

LandScience will collect up to six (6) composite soil samples from t-foot interval below land surface (bls) at midbeach of 88<sup>th</sup>, 90<sup>th</sup>, 91<sup>st</sup>, 92<sup>nd</sup>, 94<sup>th</sup>, and 96<sup>th</sup> Streets. The soil samples will be collected using a stainless-steel hand-auger. The soil samples will be submitted to a certified laboratory for analysis of:

- 1) 8 Resource Conservation Recovery Act (RCRA) metals by Environmental Protection Agency (EPA) Method 6010;
- 2) Total Recoverable Petroleum Hydrocarbons (TRPHs) by the Florida Department of Environmental Protection FL-PRO Method;
- 3) Chlorinated Pesticides by EPA Method 8081; and
- 4) Polychlorinated Biphenyls (PCBs) by EPA Method 8082.

In addition, the six (6) composite soil samples will be analyzed for 8 RCRA metals using the Synthetic Precipitation Leachate Procedure (SPLP) Method to determine the leachability potential of metals from these soils. By performing these analyses, we will be able to assess whether the sand placed on the beach from the Surf Club reconstruction project can be safely used to re-nourish and build up the dune areas associated with the Town of Surfside.

Field sampling activities and laboratory analysis performed for this project will be conducted in general accordance with the FDEP document *Standard Operating Procedures for Laboratory and Sample Collection Activities*, FDEP-SOP-001/01, dated January 1, 2002 (revised February 1, 2004).

### Report Preparation

Following completion of all field activities and receipt of all analytical data, LandScience will prepare a Soil Assessment Report for the subject property that will include all information collected during the assessment activities performed as part of this scope of work. The report will be signed & sealed by a Florida Licensed Professional Geologist or Florida Licensed Professional Engineer. The report will provide conclusions and recommendations for a particular remedial approach, if necessary.

### **Schedule**

LandScience anticipates that our services can be initiated within one working week following our receipt of your authorization to proceed and a 50% retainer. Two copies of the report will be submitted to the client within four weeks of your authorization to proceed.

### **Cost**

The cost estimate for performing the services described herein is based on the LandScience labor rates and subcontractor costs. The total costs to complete the scope of work outlined in this proposal is estimated to be \$ 8,650.00. In order to initiate the project please sign the attached service contract (**Attachment A**) and return it back to LandScience for our records along with a 50% retainer.

2148838, September 2014  
Revised Soil Assessment Proposal for the  
City of Surfside Coastal Area (Between 88<sup>th</sup> Street and 95<sup>th</sup> Street)  
Surfside, Miami-Dade County, Florida

LandScience appreciates the opportunity to submit this proposal and we look forward working with you on this and other future projects. Please do not hesitate to contact me at (305) 893-4955 to discuss any items included in this proposal.

Sincerely,

**LandScience, Inc.**

A handwritten signature in black ink, appearing to read "Rob Ludicke". The signature is written in a cursive, flowing style.

Rob Ludicke, M.Sc., REP # 5985  
President

**ATTACHMENT A**

**LandScience**  
**SERVICE CONTRACT**

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Date: July 23, 2014

Client: Mr. Michael Karukin  
Town of Surfside  
Municipal Building  
9293 Harding Avenue  
Surfside, FL 33154

Subject: Soil Assessment Proposal of the City of Surfside Coastal Area  
Located at between 88th Street to 95th Street  
Surfside, Miami-Dade County, FL  
LandScience Proposal Number: 2148838

Cost: The cost is **\$8,650.00**

**Special Instructions:**

Please see attached proposal.

**Acceptance of LandScience Proposal Number 2148838:**

This proposal includes the terms and conditions attached to this page or on the reverse hereof:

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Print Name of firm or corporation: \_\_\_\_\_

Signature & Title of authorized representative: \_\_\_\_\_

Print Name of signing representative: \_\_\_\_\_

**TERMS AND CONDITIONS****1. SERVICE:**

LandScience shall supply all labor, materials, supervision, and all items of expense necessary to provide the services set forth in our proposal. In performing services, LandScience, shall operate as an independent contractor and not as an agent or employee of Client.

**2. PAYMENT:**

Payment is due upon Client's receipt of LandScience's invoice. Any balance that remains unpaid for a period in excess of 30 days from the date of the invoice shall bear interest at the rate of 1.5 % per month from that date. Client also agrees to pay for any and all reasonable attorney's fees and expenses incurred by LandScience in collection of invoice payment. If payment is not received after 90 days from date of invoice, our report and service will become null and void and Client and/or third parties reliance no longer allowed.

**3. GOVERNING LAW:**

This contract shall be construed under the laws of the State of Florida.

**4. LIMITATION OF PROFESSIONAL LIABILITY; LIMITATION OF ACTION:**

The Client, its successors, assigns and all persons or entities receiving and/or relying upon this report or any portion thereof, agree to limit any and all total liability for claims, for damages, cost of defense, or expenses to be asserted against LandScience, as a result of the work/service set forth in the proposal to a sum not to exceed an aggregate limit up to a maximum of \$1,000,000 for a period of one year following project initiation. After one year, the limits of all liability is limited to the sum not to exceed the amount paid to LandScience, for its services.

**5. INDEMNIFICATION:**

In the event the Client provides a copy of any report prepared by LandScience, or any portion thereof to any person or entity, the Client agrees to require, as condition precedent to the provision of the report, an agreement on the part of the said person or entity to the above limitation of the total professional liability of LandScience, and to the limitation action above. The Client shall and hereby does, directly, or indirectly indemnify and hold harmless LandScience, from any losses, including reasonable legal fees, should the client provide copies of reports, or any portion thereof, to any person or entity without first obtaining such agreements. Further, in no event shall the total liability of LandScience, to the Client, to those persons or entities to whom cop(ies) of reports have been furnished, and/or to other third parties, exceed the amount shown in the above Limitaitons of Professional Liability section of this agreement.

The Client agrees that all indemnifications granted to LandScience, also be extended to those persons or entities retained by LandScience, for the work outlined in the Proposal.

**6. ASSIGNS:**

LandScience, may delegate, assign, subcontract, or transfer certain of its duties of interests in this contract to such responsible parties as it may, in its professional judgment, elect.

**7. SEVERABILITY:**

If any provision of this Agreement, or application thereof to any person or circumstances, shall to any extent be invalid, the remainder of this Agreement, or the application of such provision to person or circumstances other than those as in which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by Law.

**8. ENTIRETY:**

This contract constitutes the entire agreement between the parties hereto and no changes, modifications, extensions, termination or waiver of this Contract or any of the provisions herein contained shall be valid unless made in writing and signed by a duly authorized representative of the party sought to be charged therewith.

## Michael Crotty

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**From:** Christopher Teaf <cteaf@hswmr.com>  
**Sent:** Monday, September 29, 2014 9:31 AM  
**To:** Michael Crotty  
**Cc:** Bruce Tuovila  
**Subject:** sampling and analysis issues

Mike.

Based on our brief discussion last week and my review of the LandScience sampling/analysis proposal, I have the following comments and suggestions for your consideration as the process moves along. Some of my comments may influence the scope and cost of a revised proposal by LandScience, or another environmental firm who subsequently may submit a similar proposal. To the extent possible, it may be reasonable to solicit competitive bids on the Town's behalf, though cost is likely to be only one component of the decision.

1. I note that the first and third pages of the proposal are dated September 22, 2014 or September 2014, while the second page is dated July 2014. This suggests that there may be elements of the proposal that are dated, though I can't tell that from what I have.
2. The LandScience proposal, in the Soil Assessment section, indicates that "up to six (6) composite soil samples from the t-foot interval" will be collected. While it is possible that the authors meant "0 to 1-foot interval", that should be made clear. Later when describing the SPLP testing, the text of the proposal says that "six (6) composite soil samples will be analyzed". That is consistent with what was recommended by the Sand Committee, and the two sections of any such proposal should be equivalent within the Soil Assessment section, to avoid any misunderstanding.
3. I'm not sure what the LandScience authors mean when they say that field sampling and laboratory analysis will be conducted "in general accordance" with Florida DEP Standard Operating Procedures (SOP's). That is an unnecessarily ambiguous statement. Any firm that is selected should commit to conducting all activities fully consistent with those agency SOP's.
4. The Sand Committee recommended that 2 control beach sites outside the area where the renourishment activities were conducted (one north and one south of Surfside) be selected for sampling and analytical testing. Those two locations should be incorporated into any sampling plan to be developed by LandScience or another sampling firm. It is likely that such a change will be reflected in an adjusted price for the work. In the past, two such locations were identified as North Shore Open Space Park (~85th St) and the extreme north end of the island, just to the south of Haulover Inlet.
5. Any field activity, such as the LandScience proposal, will require a report to present its results, as described in the Report Preparation section. Given the historical sensitivity of this issue, the Committee or the Town Commission, may find it useful for me to coordinate with the sampling contractor in developing their conclusions, in order to ensure that the recommendations of such a report address the needs of the Town in the decision-making process.

Please give me a call if there is additional information I can provide, and I hope that the festivities in Satellite Beach last weekend were excellent for you and the family. Congratulations!

Best Regards.

September 30, 2014

Brian Flynn  
Special Projects Administrator  
Miami-Dade County  
33 SW 2nd Ave., Ste 300  
Miami, FL 33130

**Re: Miami-Beach Truck Haul Nourishment and Sand Redistribution - 0233882-004-JM  
Request to Include the Town of Surfside Limits within the County's Permit**

Dear Brian:

This letter is to request that Miami-Dade County consider submitting a modification to the FDEP and USACE to extend the bounds of sand placement allowed under the above-referenced permit.

Redevelopment of beach front property within the Town of Surfside is requiring larger volumes of sediment to be excavated. State regulations require that this sand remain on the property because the excavation is occurring seaward of the Coastal Construction Control Line (CCCL). However, there is limited space to place this excavated volume on the upland property owner's land. Thus, the Town is interested in placing sand below the mean high water line.

The Town would like to discuss whether the County is amenable to submitting a permit modification that extends the bounds of the County's permit to include the Town of Surfside.

Please let us know if the County is willing to consider this option and if we can arrange a meeting to discuss the details on how to proceed.

Sincerely

Mike Crotty  
Town Manager  
Town of Surfside

Cc: Joe Kroll, Town of Surfside  
Gordon Thomson, CB&I



CB&I Environmental & Infrastructure, Inc.  
2481 NW Boca Raton Blvd  
Boca Raton, FL 33431  
Tel: +1 561 391 8102  
Fax: +1 561 391 9116  
www.CBI.com

October 8, 2014

Michael Crotty  
Town Manager  
Town of Surfside  
9293 Harding Avenue  
Surfside, FL 33154

**Subject: Recommended Beach Compatibility Requirements**

Dear Mr. Crotty:

This letter recommends beach sand criteria related to the physical characteristics of sand excavated seaward of the CCCL and to be placed along the Town's dry beach.

On September 2, 2014, the Town Commission approved the Sand Committee's Report. The Sand Committee Report recommended that any sand excavated seaward of the CCCL should be placed below mean high water, once this work is permitted by the FDEP and USACE. The quality of the sand would have to meet FDEP and USACE standards. However, the Sand Committee Report also recommended that the Town develop its own standards should a Developer elect to excavate sand from seaward of the Coastal Construction Control Line (CCCL) and place this sand above mean high water.

The following sand characteristic standards are recommended for sand that is placed above mean high water and the source is sand excavated from seaward of the CCCL or brought from an upland borrow source:

- Munsell value of 7 or greater with a chroma of 3 or lower when wet.
- Mean grain size between 0.30mm and 0.55mm.
- Silt content less than 5% (passing a #230 sieve).
- No material greater than 5% retained on #4 sieve.
- Sand shall be free of contaminants, construction debris, or other foreign material.

The following protocols for sampling and analysis shall be employed.

- One core boring shall be analyzed for every 3,000 cubic yards of sand to be excavated. Sediment samples will be extracted from the core borings at irregular intervals based on distinct stratigraphic layers in the sediment sequence. Samples that are representative of the material defined within the area will be extracted and analyzed. Composite data will represent the average physical characteristics of the material to be placed. An average of the representative layers, weighted by effective length, will be calculated for each core, producing the core composite. The composites will then be averaged and weighted by effective length to calculate the composite of the entire sand source. The composite of the source as a whole shall meet the criteria listed above for the material to be deemed eligible for placement along the Town's beach.



- One random sample of the upland sand shall be analyzed for every 3,000 cubic yards brought to the beach.
- All samples will be evaluated for visual attributes (Munsell color), sieved in accordance with the applicable sections of ASTM D422-63 (Standard Test Method for Particle-Size Analysis of Soils), ASTM D1140 (Standard Test Method for Amount of Material in Soils Finer than No. 200 Sieve), and ASTM D2487 (Classification of Soils for Engineering Purposes).
- The samples will be sieved using the following U.S. Standard Sieve Numbers: 3/4", 5/8", 3.5, 4, 5, 7, 10, 14, 18, 25, 35, 45, 60, 80, 120, 170, and 230.

The following protocols shall be followed prior to spreading sand along the beach:

- The sand shall be sifted to remove any non-compliant beach material.
- The Contractor shall inform the Town 2 days prior to the start of excavation that excavation will commence.
- The Contractor shall provide a 100g sample (analysis not required) for every 500 cubic yards of sand placed seaward of the Erosion Control Line (seaward limit of upland property ownership). The Town may request that the sand be analyzed at no cost to the Town if there is concern that the sample does not meet the specification.
- The Contractor shall allow the Town access to the construction site to observe activities related to excavation, storage, mixing, sieving and placement of sand.
- It is recognized that there may be thin strata of material that does not meet the specification even though the composite sample has met all specifications. In this instance, this strata of sand shall be thoroughly mixed with compliant material such that the mixed material meets all of the specifications.

### **Implications for Town Development**

The Town should be aware that it is unlikely that sand excavated seaward of the CCCL will meet the specifications listed in this letter. This statement is based on a review of a limited number of core borings provided as part of the permitting efforts of two developments in the Town. These samples would not meet the Munsell Color value 7 criterion. Based on public comments, the color of the sand was a factor in the public objections to the placement of excavated sand, hence the inclusion of color in the specifications.

The Town should engage their Legal Council and Town Planner to best determine how to incorporate these criteria into the Town's zoning requirements, such that sand characteristics are part of the review procedure of a CCCL application.

Without Town zoning approval, the FDEP will not consider a CCCL permit application complete. Current FDEP regulations do not allow for the removal of sand from seaward of the CCCL, even if replacement of sand from an upland sand source is proposed. The Town should discuss this issue with the FDEP to ensure that there is a mechanism that will allow for a permit applicant (Developer) to resolve this disparity.



One proposed solution is for the Town to request a rule change allowing a Developer to remove non-compliant sand with compliant sand from an upland sand source. A second solution is for the Developer to place sand below mean high water. There are financial implications to the Developer for both of these alternatives.

Please call me if you have any questions.

Sincerely,

A handwritten signature in black ink that reads 'G. Thomson'. The signature is written in a cursive, slightly slanted style.

Gordon Thomson, PE, D.CE.

CB&I Environmental & Infrastructure, Inc.

Please Reply To: Gordon Thomson

Phone: 561.361.3147

E-Mail Address: [Gordon.Thomson@cbi.com](mailto:Gordon.Thomson@cbi.com)

cc: Joseph Kroll, Town of Surfside

P:\Dade\152679 Surfside\Letter - Crotty - Proposed Sand Quality Standards - 10-7-14.docx



**TOWN OF SURFSIDE**  
**Office of the Town Attorney**  
MUNICIPAL BUILDING  
9293 HARDING AVENUE  
SURFSIDE, FLORIDA 33154-3009  
Telephone (305) 993-1065

## COMMISSION COMMUNICATION MEMORANDUM

**TO:** Town Commission

**FROM:** Linda Miller, Town Attorney

**CC:** Michael P. Crotty, Town Manager  
Manny Anon, Jr. Assistant Town Attorney

**DATE:** October 14, 2014

**SUBJECT:** Beach Management Committee

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There are two options for creating a *Beach Management Committee*: 1.) Town Commission Advisory Committee or 2.) Town Manager Committee. Per Sec. 31 of the Town Charter, Advisory Boards must be citizens who are registered qualified electors of Miami-Dade County, Florida, whose legal residence is in the Town of Surfside. Per Sec. 35 of the Town Charter, the Town Manager has the authority to create a Town Manager Beach Management Committee which provides flexibility to include non-residents and non-resident subject matter experts.

### ARTICLE II. - TOWN COMMISSION

#### Sec. 31. - Advisory boards.

The commission may appoint boards or commissions, to be composed of citizens who are registered qualified electors of Dade County, Florida, whose legal residence is in the Town of Surfside, as the commission may deem expedient, to act in an advisory capacity or in conjunction with any one or more of the departments created or authorized hereby. The members of all such boards and commissions shall serve without compensation and may be removed at any time by a majority vote of the commission. The mayor and town manager shall serve as ex officio members of all boards or commissions appointed by the commission.

### ARTICLE III. - TOWN MANAGER

#### Sec. 35. - Powers and duties.

"The town manager shall be the chief executive officer and the head of the administrative branch of the town government. He shall be responsible to the commission for the proper administration of all affairs of the town..."



## Town of Surfside Commission Communication

**Agenda Item #:** 9

**Agenda Date:** October 14, 2014

**Subject:** Bal Harbour Village Sanitary Sewer Force Main

**Background:** The Town of Surfside entered into a Memorandum of Understanding (MOU) (Attachment A) with Bal Harbour Village on August 24, 2011 that provided the design, development, construction, operation and maintenance of a new 16" sanitary sewer force main. This MOU was authorized by Resolution No. 11-2041 (Attachment B) by the Town Commission on August 9, 2011.

The MOU states that each party (Surfside and Bal Harbour) shall be responsible for one half of all of the costs for the design, development, construction and installation of the new sewer line, and the parties shall each own an undivided fifty percent (50%) interest in the new sewer line.

The total proposed cost for the new sewer force main for engineering, construction and construction management was \$4,160,000 to be split 50/50 between Surfside and Bal Harbour or \$2,080,000 each as stated in the attached Attachment C letter to the Town Manager from the Bal Harbour Manager dated May 9, 2011.

The Town of Surfside portion of the proposed cost for the sewer force main of \$2,080,000 was used to compare to the actual cost of the project (Attachment D) of \$1,928,084.61 including all change orders and a credit to Surfside of \$10,000 for intergovernmental coordination, public awareness and community disruption from the staging area. Bal Harbour Village managed the sewer force main project through their outside professional engineer and financed the entire project cost of \$4,035,426.62.

The Town of Surfside made one payment of \$1,527,797.92 (Attachment E) to Bal Harbour Village as reimbursement for the project. The remaining balance of \$400,286.70 has not been paid to Bal Harbour as there was concern by the prior Town Manager that Bal Harbour should have provided more monetary credit to Surfside for intergovernmental assistance.

There have been two meetings held with the Village Manager of Bal Harbour to negotiate a reduction of the remaining balance. Bal Harbour is requesting full payment of \$400,286.70 with no reduction based on the total actual project cost was under the projected cost, all payments for the project are supported by documentation and they financed the entire cost of the project including Surfside's portion without charging interest as provided under the MOU.

**Recommendation:** There are three options in an effort to resolve the outstanding amount of \$400,286.70 requested by Bal Harbour:

1. Pay the amount of \$400,286.70 to Bal Harbour Village.
2. Hire an outside consultant to negotiate with Bal Harbour on a reduced amount.
3. Resolve the matter through mediation, if mediation fails then this dispute will be resolved through neutral binding arbitration in Miami-Dade County as provided for in the MOU.



Donald Nelson, Finance Director



Michael P. Crotty, Town Manager

## MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF SURFSIDE, FLORIDA AND BAL HARBOUR VILLAGE, FLORIDA

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is made as of this 24 day of AUGUST, 2011 by and between the undersigned representatives of the Town of Surfside, Florida, ("Surfside") and Bal Harbour Village, Florida, ("Bal Harbour")

### BACKGROUND:

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

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

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

WHEREAS, on July 26, 1977, Surfside and Bal Harbour (each, a "Party" and sometimes hereinafter referred to collectively, as the "Parties"), entered into an agreement renewing and modifying certain terms of the 1946 Ordinance ("1977 Extension");

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

WHEREAS, the Existing Water and Sewer Agreements are now expired and the Parties desire, amongst other things, to enter into an agreement providing for the design, development, construction, operation and maintenance of a new sanitary sewer force main through Bal Harbour and Surfside ("New Sewer Line" or "Project"). Further, the Parties wish to enter into this MOU to memorialize certain of the terms and conditions that will serve as the basis for the preparation of a New Sewer Line agreement (the "New Sewer Line Agreement").

### TERMS:

1. Subject to the terms hereof, the Parties shall jointly undertake the construction of a new 16" HDPE sewer main that shall run through Bal Harbour, Surfside and the

City of Miami Beach to be constructed in the locations as more particularly shown on Exhibit "A" attached hereto and made a part hereof.

2. Bal Harbour has entered into that certain contract with TB Landmark Construction, Inc., a Florida corporation ("Contractor") for the design, development, construction and installation of the New Sewer Line ("Construction Agreement"). Additionally, on June 21, 2011, Bal Harbour issued a change order to the Contractor requesting certain modifications to the Construction Agreement as more specifically set forth therein (a copy of the Construction Agreement and the change order are attached hereto as Exhibit "B", hereinafter the term "Construction Agreement" shall be deemed to include all change orders and modifications thereto).
  - A. Contractor acknowledges and agrees that Surfside is third party beneficiary under the Construction Agreement. Contractor's joinder in this MOU is for the sole purpose of acknowledging Surfside's rights under the Construction Agreement. To the extent that the Construction Agreement requires amendments or change orders which result in additional fees and/or costs of \$5,000.00 or less, as quoted by the Contractor, Bal Harbour shall be authorized to approve such modifications without the need for Surfside's consent. Any modifications to the Construction Agreement which result in additional fees and costs of greater than \$5,000.01, as quoted by the Contractor, shall require the written consent of both Parties prior to being authorized.
  - B. Subject to the terms contained in section 4 hereof, each Party shall be responsible for one half of all of the costs for the design, development, construction and installation of the New Sewer Line as set forth in the Construction Agreement.
  - C. Each Party shall be responsible for one half of all of the costs for the construction costs and engineering fees of the interconnection of the existing force main on Byron Avenue at two locations in Surfside in the amount not to exceed \$285,000.00. Any costs in excess of \$285,000.00 with respect to the interconnection of the existing force main on Byron Avenue shall require the written consent of both Parties prior to being authorized.
3. Bal Harbour shall provide notice to Surfside of any subsequent modifications or change orders pertaining to the Construction Agreement and Design Agreement (Attached hereto as Exhibit "C") which result in additional fees or costs to the Parties within ten (10) days after the date of such modifications or changes.

4. If Bal Harbour finances and/or advances any or all of the costs of the construction of the New Sewer Line on behalf of Surfside through the use of municipal bonds or other financing arrangements, Surfside shall repay Bal Harbour for the borrowed funds at the rate of 15 basis points (.15%) over the interest rate paid by Bal Harbour to the applicable lender or bondholders and otherwise upon the same terms and conditions as Bal Harbour is responsible to repay the same. For purposes hereof, "costs of the construction" shall be deemed to include all hard costs and soft costs related to the design, development, construction and installation of the New Sewer Line.
5. The Parties shall each own an undivided fifty percent (50%) interest in the New Sewer Line.
6. Each Party shall be responsible for one half of the costs of maintaining and repairing the New Sewer Line subsequent to the completion of its construction. Surfside shall have in the first instance the initial responsibility for the routine maintenance and repair of the New Sewer Line and shall submit invoices to Bal Harbour for payment of its one half share of the maintenance costs, which sums shall be due and payable within thirty (30) days from the date of Bal Harbour's receipt of the applicable invoice.

Notwithstanding the forgoing, prior to performing any routine maintenance or repairs of the New Sewer Line, Surfside shall provide an estimate of the costs thereof to Bal Harbour and such repairs shall require the reasonable consent of both Parties prior to being authorized. Bal Harbour shall approve or reject the proposed maintenance costs within thirty (30) days from the date of the receipt of the estimate. Bal Harbour shall not be required to pay for any repairs or maintenance charges unless such charges are authorized in accordance with this section. Additionally, the Bal Harbour charter requires council approval of expenditures in excess of \$2,500.00. To the extent that Bal Harbour's consent is required for repairs and maintenance of the New Sewer Line and such consent would result in expenditures in excess of \$2,500.00, such consent shall be conditioned on approval of the Bal Harbour Village council.

In the event Surfside fails to perform the required non-emergency maintenance on the New Sewer Line to Bal Harbour's reasonable satisfaction, Bal Harbour, shall notify Surfside in writing and Surfside shall have thirty (30) days to perform the repairs to Bal Harbour's reasonable satisfaction. In the event Surfside fails to perform the repairs to Bal Harbour's reasonable satisfaction Bal Harbour shall have the right to perform such maintenance and Surfside shall, within thirty (30) days after its receipt of the invoice from Bal Harbour, be required to reimburse Bal Harbour for one half of such maintenance costs. Notwithstanding the foregoing, in the event either Party hereunder causes damage to the New Sewer Line, whether caused by its wrongful act or omission, such Party shall be solely responsible for the costs of such repair. Additionally, in the event emergency

repairs are required with respect to the New Sewer Line, Surfside shall in its reasonable discretion perform such emergency repairs and send an invoice to Bal Harbour for one half of the costs of the repair which shall be due and payable within thirty (30) days after receipt; provided however, if Surfside fails to immediately respond to such emergency, Bal Harbour may, upon notice to Surfside given by reasonably appropriate manner under such circumstances, perform such emergency repairs or contract with third parties to perform such repairs with Surfside, subject to the terms hereof, being responsible for one half of such emergency repair costs. Each Party shall have the right to enter upon and open roadways under which the New Sewer Line is laid for the purpose of maintenance and repair as may reasonably be required.

7. In addition to the New Sewer Line, pursuant to the Existing Water and Sewer Agreements, Bal Harbour owns the sewer main located at Byron Avenue which is currently being used by both Parties ("Existing Sewer Main"). Bal Harbour shall, contemporaneously with the mutual execution and delivery of the New Sewer Line Agreement, transfer an undivided one half ownership interest in and to the Existing Sewer Main to Surfside; thereafter, the Parties shall maintain the Existing Sewer Main in the same manner as set forth in Section 6 hereof. Thereafter, the Parties shall mutually determine whether to repair or replace the Existing Sewer Main as may be required.
8. In lieu of any obligation under Section 164.1052, Florida Statutes, in the event a claim or dispute shall arise between the Parties relating to any term or provision of the New Sewer Line Agreement or the Construction Agreement, such claim or dispute shall be settled by binding arbitration in the state of Florida. The Parties shall have thirty (30) days from the date a claim or dispute arises between them to attempt to resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding arbitration in Miami-Dade County. ~~The arbitrator may not alter the contract terms or award any remedy not provided for in the Construction Agreement or the New Sewer Line Agreement.~~ The award will be based on the greater weight of the evidence and will state findings of fact and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the Parties. Each Party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally split the arbitrators' fees and administrative fees of arbitration. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in municipal construction matters and shall include a written record of the arbitration hearing.

9. This MOU reflects the current understanding and intent of the Parties with respect to the matters described herein and shall serve as an interim agreement between the parties until such time as a more complete Interlocal Agreement has been executed for the duration of expected life of the New Sewer Line. Said Interlocal Agreement shall be executed no later than one (1) year from the date of this Agreement.

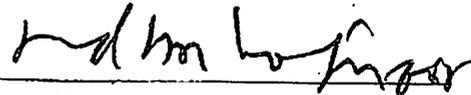
IN WITNESS WHEREOF, the Parties have executed this MOU as of the day and year first written above by their duly authorized representatives.

BAL HARBOUR VILLAGE, FLORIDA

BY:   
Elisa Horvath, Village Clerk

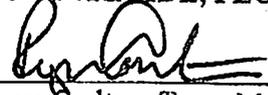
BY:   
Alfred J. Treppeda, Village Manager

APPROVED AS TO LEGAL SUFFICIENCY:

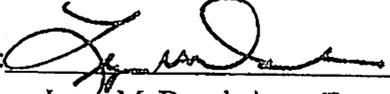
BY:   
Richard Jay Weiss, Village Attorney

TOWN OF SURESIDE, FLORIDA

BY:   
Debra Eastman, Town Clerk  
TOWN DI CENSO, INTERIM

BY:   
Roger Carlton, Town Manager

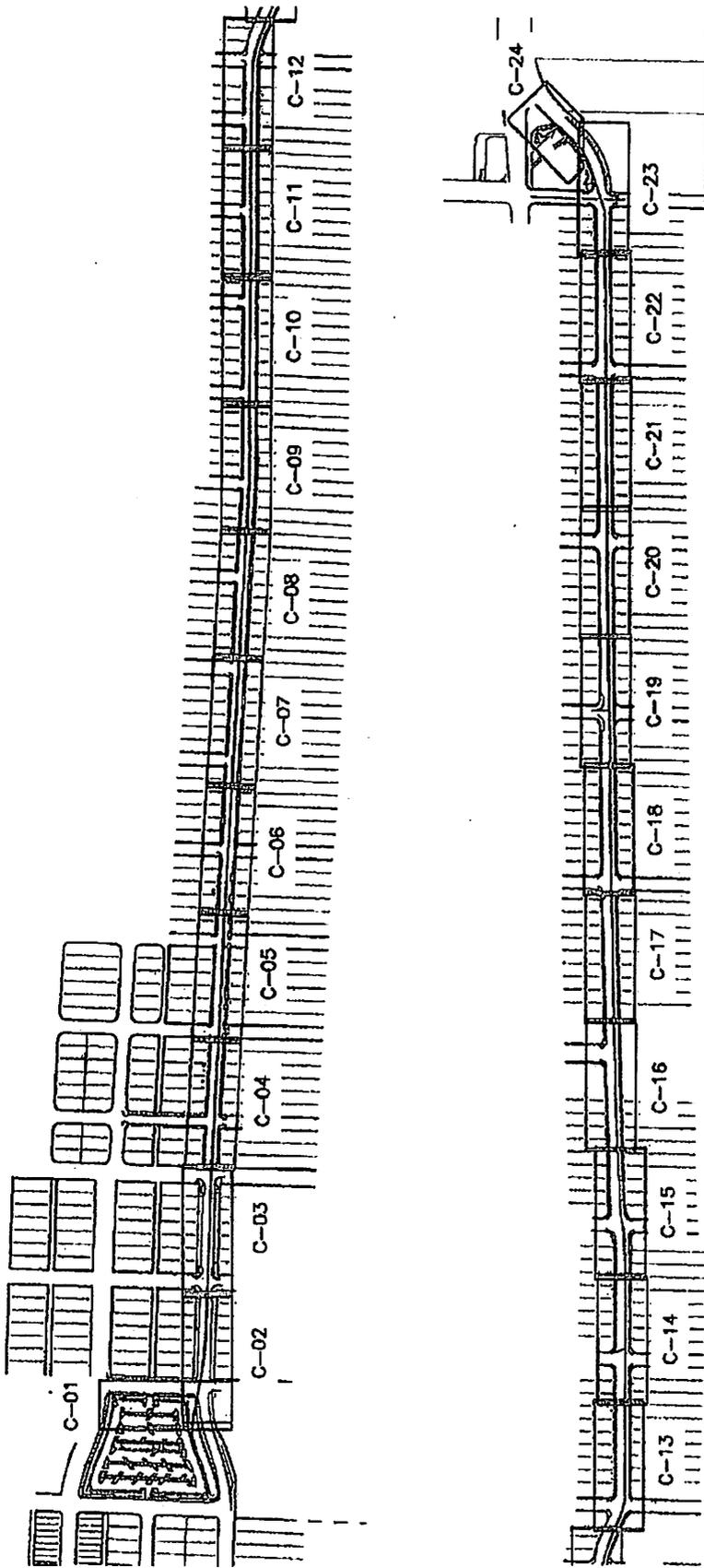
APPROVED AS TO LEGAL SUFFICIENCY:

BY:   
Lynn M. Dannheisser, Town Attorney

TB Landmark Construction Inc hereby acknowledges that Town of Surfside is a third party beneficiary of the construction agreement between it and the Village of Bal Harbor for the design, development, construction and installation of the New Sewer Line as outlined above.

T B Landmark Construction, Inc

**Exhibit "A"**  
**CONNECTION LOCATIONS**



FOR CONSTRUCTION

DATE: 09-15-56  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 PROJECT NO.: 09-1556

BAL HARBOUR PROJECT 3  
 FORCE MAIN IMPROVEMENTS

VILLAGE OF BAL HARBOUR  
 BAL HARBOUR, FLORIDA

CRAIG A. SMITH & ASSOCIATES  
 CONSULTING ENGINEERS AND ARCHITECTS  
 1000 N. W. 10th St., Suite 100  
 Ft. Lauderdale, Florida 33304  
 PHONE: 772-433-1111

APPROVED BY: [Signature]  
 TITLE: [Title]  
 FLORIDA PROFESSIONAL ENGINEER NO. 8222

DATE: 09-15-56  
 DESIGNED BY: [Name]  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]

NO.	DATE	REVISION

**Exhibit "B"**

**CONSTRUCTION AGREEMENT**

SECTION 00500

AGREEMENT

THIS AGREEMENT, made and entered into on this 17<sup>th</sup> day of May, 2011, by and between TB Landmark Construction, Inc., Party of the First Part, and BAL HARBOUR VILLAGE (OWNER), Party of the Second Part:

WITNESSETH:

That, the First Party, for the consideration hereinafter fully set out, hereby agrees with the Second Party as follows:

1. That the First Party shall furnish all the materials, and perform all of the work in manner and form as provided by the Drawings Identified in section 00015 List of Drawings, Specifications Identified in section 00010, and Documents which are attached hereto and made a part hereof, as if fully contained here:
2. That the First Party shall commence the work to be performed under this Agreement on a date to be specified in a written order of the Second Party and shall complete all work hereunder within the length of time stipulated in the BID.
3. That the Second Party hereby agrees to pay to the First Party for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications of Proposal, in lawful money of the United States, the amount of \$2,691,819.55:

**TWO MILLION SIX HUNDRED NINETY ONE THOUSAND EIGHT HUNDRED  
NINETEEN AND 55/100 DOLLARS**  
(Written Total Amount)

based on the estimated quantities and Unit or Lump Sum Prices contained herein.

4. That the Second Party shall make monthly partial payments to the First Party on the basis of a duly certified and approved estimate of work performed during each calendar month by the First Party, LESS the retainage provided in the General Conditions, which is to be withheld by the Second Party until work within a particular part has been performed strictly in accordance with this Agreement and until such work has been accepted by the Second Party.
5. That upon submission by the First Party of evidence satisfactory to the Second Party that all payrolls, material bills, and other costs incurred by the First Party in connection with the construction of the work have been paid in full, final payment on account of this

Bal Harbour Village  
Sanitary Force Main Improvements  
Project No. 3  
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00500-1

Agreement

this Agreement shall be made within 60 days after the completion by the First Party of all work covered by this Agreement and the acceptance of such work by the Second Party.

6. In the event that the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rate of **One Thousand Nine Hundred and 20/100 Dollars (\$1,920.00) per day**, plus any monies paid by the OWNER to the Engineer for additional engineering and inspection services associated with such delay. (Refer to Tab 'A')

~~7. All work, including all required restoration, paving, striping, testing of tracer wire systems, air release valves, plug valves and related appurtenances within the area defined as Milestone One, shall be completed within 90 calendar days following the 30 day Material Acquisition allowance. The Contractor will receive an incentive payment of \$10,000.00 per day for each day or part thereof that the project is substantially complete prior to 12:00 mid night on the date stipulated for substantial completion as defined above. The incentive payments will be made up to a maximum limit of \$150,000.00 for a maximum of 15 days prior to the date of substantial completion. The Contractor will be assessed as a disincentive the per day amount stipulated in the paragraph above for each day or part thereof that the project phase is not substantially complete by 12:00 mid night on the date stipulated for substantial completion. The disincentive assessment will continue without limitation until the Engineer notifies the Owner of substantial completion in accordance with the provisions of Article 14.9 of the General Conditions. The Owner may deduct the total accrued disincentive assessment from the final payment due to the Contractor if sufficient monies are available. Otherwise, the Contractor shall pay to the Owner the total accrued disincentive assessment. (Refer to Tab 'A')~~

~~8. All work, including all required restoration, paving, striping, testing of tracer wire systems, air release valves, plug valves and related appurtenances within the area defined as Milestone Two shall be completed within 30 calendar days following the substantial completion of Milestone One as detailed above. The Contractor will receive an incentive payment of \$5,000.00 per day for each day or part thereof that the project is substantially complete prior to 12:00 mid night on the date stipulated for substantial completion as defined above. The incentive payments will be made up to a maximum limit of \$25,000.00 for a maximum of 5 days prior to the date of substantial completion. The Contractor will be assessed as a disincentive the per day amount stipulated in the paragraph above for each day or part thereof that the project phase is not substantially complete by 12:00 mid night on the date stipulated for substantial completion. The disincentive assessment will continue without limitation~~

~~limitation until the Engineer notifies the Owner of substantial completion in accordance with the provisions of Article 14.0 of the General Conditions. The Owner may deduct the total accrued disincentive assessment from the final payment due to the Contractor if sufficient monies are available. Otherwise, the Contractor shall pay to the Owner the total accrued disincentive assessment. (Refer to Tab 'A')~~

9. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bond hereto attached for its faithful performance and payment, the Second Party shall deem the Surety or Sureties upon such bond to be unsatisfactory, or if, for any reason such bond ceases to be adequate to cover the performance of the work, the First Party shall, at its expense within 5 days after the receipt of notice from the Second Party so to do, furnish an additional bond or bonds in such form and amount and with such Surety or Sureties as shall be satisfactory to the Second Party. In such event, no further payment to the First Party shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Second Party.
10. No additional work or extras shall be done unless the same shall be duly authorized by appropriate action by the Party of the Second Part.

Bal Harbour Village  
Sanitary Force Main Improvements  
Project No. 3  
09-1556 / 06-27-2011

00500-3

Agreement

SECTION 00931

CHANGE ORDER

DATE OF ISSUANCE: June 21, 2011

No. 1

PROJECT: BAL HARBOUR VILLAGE - COLLINS AVENUE SANITARY FORCE MAIN IMPROVEMENTS PROJECT

OWNER: BAL HARBOUR VILLAGE  
855 96<sup>TH</sup> STREET  
BAL HARBOUR, FL 33164

CONTRACTOR: TB LANDMARK CONSTRUCTION, INC.

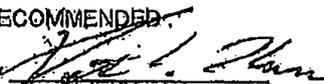
ENGINEER: CRAIG A. SMITH & ASSOCIATES

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THE CONTRACT DOCUMENTS.

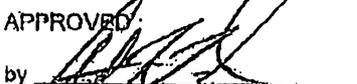
DESCRIPTION: EXTEND THE POINT OF CONNECTION FURTHER SOUTH, AT 72<sup>ND</sup> STREET, AS PER CITY OF MIAMI BEACH REQUIREMENTS. RESIZE PIPELINE DIAMETER TO 16-INCH DR 11 HDPE WITHIN THE COLLINS AVENUE FDOT R/W.

THE ATTACHED REVISION TO THE INCENTIVE/DISINCENTIVE PROVISIONS WILL BE ADOPTED FOR THE PROJECT.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price \$2,691,819.55	Original Contract Time 180 Days
Previous Change Orders NONE	Net change from previous Change Orders NONE
Contract Price prior to this Change Order \$2,691,819.55	Contract Time prior to this Change Order 180 Days
Net Increase of this Change Order \$448,926.99	Net Increase of this Change Order 30 Days
Contract Price with all approved Change Orders \$3,140,746.54	Contract Time with all approved Change Orders 180 Days

RECOMMENDED:  
by   
CRAIG A. SMITH & ASSOCIATES

ACCEPTED:  
by   
CONTRACTOR

APPROVED:  
by   
BAL HARBOUR VILLAGE

END OF SECTION  
00931-1

Bal Harbour Village  
Sanitary Force Main Improvements  
Project No. 3  
09-1556 / 06-16-2011

Change Order No. 1

Project Incentive/Disincentive for work within the Collins Avenue/FDOT Right-of-Way

The construction timeline for this project is very limited, as FDOT is planning to begin the milling and paving of Collins Avenue in early 2012. The main goal of this project is to have the work within the Collins Avenue/FDOT Right-of-Way completed on or before November 30, 2011.

The Project Incentive/Disincentive for work within the Collins Avenue/FDOT Right-of-Way is amended as follows:

1. The Contractor will receive an incentive payment of **\$150,000** for the substantial completion of all work, including all required restoration, paving, striping, testing of tracer wire systems, air release valves, plug valves and related appurtenances within the Collins Avenue/FDOT Right-of-Way on or before November 30, 2011.
2. Should any unknown or unforeseen conditions develop that causes a justifiable project time delay or additional work is added to the scope of work, additional time will be added to the Contract Time, and the incentive goal date will be moved back to a date mutually agreed upon between the Contractor and the Village.
3. The Project Disincentive is eliminated from this Contract.

Project Incentive/Disincentive for work outside the Collins Avenue/FDOT Right-of-Way

The Project Incentive/Disincentive for work outside the Collins Avenue/FDOT Right-of-Way is amended as follows:

1. The Contractor will receive an incentive payment of **\$25,000** for the substantial completion of all work outside the Collins Avenue/FDOT Right-of-Way on or before December 31, 2011.
2. Should any unknown or unforeseen conditions develop that causes a justifiable project time delay or additional work is added to the scope of work, additional time will be added to the Contract Time, and the Incentive goal date will be moved back to a date mutually agreed upon between the Contractor and the Village.
3. The Project Disincentive is eliminated from this Contract.

Liquidated Damages

The Contract provisions regarding liquidated damages will remain the same. In the event that the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rate of **One Thousand Nine Hundred and 20/100 Dollars (\$1,920.00)** per day, plus any monies paid by the OWNER to the Engineer for additional engineering and inspection services associated with such delay.

Tab 'A'

Project Incentive/Disincentive for work within the Collins Avenue/FDOT Right-of-Way

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2. Should any unknown or unforeseen conditions develop that causes a justifiable project time delay or additional work is added to the scope of work, additional time will be added to the Contract Time, and the incentive goal date will be moved back to a date mutually agreed upon between the Contractor and the Village.
3. The Project Disincentive is eliminated from this Contract.

Bal Harbour Village  
Sanitary Force Main Improvements  
Project No. 3  
09-1558 / 06-27-2011

00500-4

Agreement

Liquidated Damages

The Contract provisions regarding liquidated damages will remain the same. In the event that the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rate of **One Thousand Nine Hundred and 20/100 Dollars (\$1,920.00) per day**, plus any monies paid by the OWNER to the Engineer for additional engineering and inspection services associated with such delay.

Bal Harbour Village  
Sanitary Force Main Improvements  
Project No. 3  
09-1556 / 06-27-2011

00500-5

Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in three (3) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.

WITNESSES:

[Signature]  
[Signature]

CONTRACTOR: TB LANDMARK CONSTRUCTION, INC.

BY:

[Signature]

NAME:

TIMOTHY C. BEASLEY

TITLE:

V.P.

OWNER:

BAL HARBOUR VILLAGE

BY:

[Signature]

NAME:

ALBERT J. TREMPER

TITLE:

VILLAGE MANAGER

AUTHENTICATION:

BY:

[Signature]

NAME:

ELIISA L. HORVATH

TITLE:

Village Clerk

APPROVED AS TO FORM:

BY:

[Signature]

NAME:

Matthew Paul

TITLE:

Village Attorney

END OF SECTION

Bal Harbour Village  
Sanitary Force Main Improvements  
Project No. 3  
09-1556 / 06-27-2011

00500-6

Agreement

**Exhibit "C"**  
**DESIGN AGREEMENT**

# CRAIG A. SMITH & ASSOCIATES

PROPOSED SCOPE OF SERVICES AND PROPOSED FEE

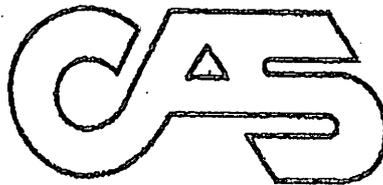
FOR

SEWER FORCEMAIN REPLACEMENT (COLLINS AVENUE)  
FROM PS-2 TO CITY OF MIAMI BEACH  
POINT OF CONNECTION ON 74<sup>TH</sup> STREET

CAS PROPOSAL NUMBER: P 2461

## BAL HARBOUR VILLAGE

DATED: October 13, 2009



**CRAIG A. SMITH & ASSOCIATES**

Engineers•Surveyors•Utility Locators•Grant Specialists

7777 Glades Road, Suite 410

Boca Raton, FL 33434

Tel. (561) 791-9280 Fax. (561) 791-9818



**CRAIG A. SMITH & ASSOCIATES**

**PROPOSED SCOPE OF SERVICES AND PROPOSED FEE**

**PROJECT NAME: BAL HARBOUR VILLAGE  
SEWER FORCEMAIN REPLACEMENT (COLLINS  
AVENUE) FROM PS-2 TO CITY OF MIAMI BEACH  
POINT OF CONNECTION ON 74<sup>TH</sup> STREET**

**PROPOSAL NO: P 2461**

**PROJECT DESCRIPTION:**

The purpose of this project is to replace the existing cast-iron sewer forcemain that begins at the Bal Harbour Sewer Master Pumping Station No. 2 (PS-2) and extends to the City of Miami Beach point of connection located on 74<sup>th</sup> Street.

This existing forcemain has been in service since 1946 and has experienced numerous age-related leaks and line breaks over the past fifteen years and is in need of replacement.

The preliminary estimated construction budget for this project is \$2,500,000.00

**OWNER/CLIENT:**

Name: Bal Harbour Village  
Attention: Alfred J. Treppeda, Village Manager  
Address: 655 96<sup>th</sup> Street  
Bal Harbour, FL 33154  
Phone: (305) 866-4633  
Facsimile: (305) 868-6575

**GENERAL:**

Craig A. Smith & Associates will provide engineering services during the design, permitting, and bidding of the wastewater improvements associated with the Sewer Forcemain Replacement Project (Collins Avenue) from PS-2 to City of Miami Beach Point of Connection.

More specifically, the scope of work is as follows:



---

**PHASE I DESIGN AND PERMITTING**

**Task 1: Project Initiation Meeting with Bal Harbour Village**

A meeting with the Village's Utility Staff and the CAS project team will be held immediately after the authorization to commence the project. The purpose of this meeting is to discuss any modification to the proposal, discuss and finalize the schedule of each major activity, and to discuss design criteria and design modification requirements, if any exist. The Village should also inform CAS in this meeting if there are planned developments or additional items that would influence the final design.

Lump sum for Task 1: \$8,800.00

**Task 2: Field Survey**

Survey will physically locate all above ground, visible improvements within the existing right of way of Harding Ave. from Master Pump Station PS-2 and from the centerline of 96<sup>th</sup> Street to its north right of way east to Collins Ave. Said improvements will then be located within the right of way of Collins Ave. extending south to 74<sup>th</sup> Street, west to the proposed tie-in point on 74<sup>th</sup> Street. Survey baselines will be established at 100 foot intervals along all streets and cross-sections taken at 50 foot intervals in the corridors as described above. Plan view elevations will be shown as relative to National Geodetic Vertical Datum of 1929 at each section and at pertinent points for facilitation of Engineering Design. A base map will be created and provided to the Engineering Department as well as a Map of Topographic Survey for submittal to entities of interest.

Lump Sum for Task 2: \$88,000.00



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**Task 3: UTILITY LOCATES**

All visible, above ground utilities will be located and shown as well as those utilities as marked by CAS utility locates department on the surface. Up to 100 vacuum excavation areas ("soft digs") will be performed to identify the type, size, and material as well as depth to the top of potentially conflicting and/or newly identified or previously unknown facilities.

Lump Sum for Task 3: \$66,000.00

**Task 4: Preliminary Engineering Design and Drawings**

CAS will prepare preliminary design drawings. The preliminary design drawings will show the design concept for the Village to review and finalize.

As a part of this design, the following items will be undertaken:

- Review of existing plans and field conditions with Bal Harbour Village, the City of Surfside, and the City of Miami Beach
- CAS will prepare base sheets with a preliminary site plan
- Review of pipeline sizing flow and head requirements
- Maintenance of Traffic (MOT) evaluation due to site locations

Lump sum for Task 4: \$12,375.00

**Task 5: Preparation of Detailed Design Drawings and Specifications**

The preparation of detailed design drawings and the technical specifications will be prepared under this task. The approved recommendations in the preliminary engineering design will be incorporated on the drawings and the technical specifications will be reviewed and modified to conform to the project requirements.

Lump sum for Task 5: \$116,875.00



**Task 6: Preparation of Quantity Take-Off and Construction Cost Estimate**

A quantity take-off and estimate of the construction costs will be performed under this task. A preliminary cost estimate will be prepared based on these quantities.

Lump sum for Task 6: \$5,500.00

**Task 7: Discussion of Village's Review Comments and Preparation of Final Design Documents**

CAS will submit the design drawings, specifications, quantities, and construction cost estimate to the Village for their review and comments. CAS will review and discuss the Village's comments with the Village's Utility Staff. The final agreed comments will be incorporated in the drawings and specifications and, if necessary, the design will be revised accordingly.

Lump sum for Task 7: \$10,450.00

**Task 8: Permits**

CAS will prepare and submit permit applications to the regulatory departments and agencies as required. The Village shall pay all permit fees. Drawings and specifications will also be modified to conform to any comments these agencies might have.

Lump sum for Task 8: \$56,375.00



**Task 9: Bidding Services**

CAS will assist the Village during bidding. Solicit Contractors, conduct and attend pre-bid meeting, respond to questions during bidding, conduct and attend bid opening, prepare bid tabulation and recommend Award of Contract.

Lump sum for Task 9: \$22,825.00



Our fee for the above-described work would be a lump sum fee of Three Hundred Eighty Seven Thousand Two Hundred Dollars (\$387,200.00).

Any services requested or required in addition to those listed in the scope will be considered additional services and will be billed at our standard hourly rates.

We look forward to assisting Bal Harbour Village on this project. If the scope of services and fee are acceptable to you, please authorize below and/or process for necessary approvals.

Should you have any questions, please feel free to contact our office.

Yours sincerely,

CRAIG A. SMITH & ASSOCIATES

Stephen C. Smith, P.E., Sr. Vice President - CAS

cc: William H. Landis, P.E., Village Engineer  
Gene R. Schriener, P.E., President - CAS  
Peter A. Kunen, P.E., Project Manager - CAS

APPROVED: ENGINEERING PROPOSAL  
BAL HARBOUR VILLAGE  
SEWER FORCEMAIN REPLACEMENT (COLLINS AVENUE)  
FROM PS-2 TO CITY OF MIAMI BEACH  
POINT OF CONNECTION ON 74<sup>TH</sup> STREET

  
\_\_\_\_\_  
Authorized Signature

10/21/09  
\_\_\_\_\_  
Date

# ATTACHMENT "B"

## RESOLUTION 11- 2041

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

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

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

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

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

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

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

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

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

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

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

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

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

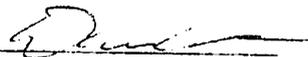
**Section 4. Effective Date.** This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 9 day of August, 2011

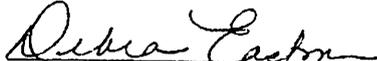
*Moved. Commissioner Karukin*  
*Second. Commissioner Olchyk*

**FINAL VOTE ON ADOPTION**

Commissioner Michael Karukin	<i>yes</i>
Commissioner Edward Kopelman	<i>absent</i>
Commissioner Marta Olchyk	<i>yes</i>
Vice Mayor Joseph Graubart	<i>yes</i>
Mayor Daniel Dietch	<i>yes</i>

  
Daniel Dietch, Mayor

Attest:

  
Debra E. Eastman, MMC  
Town Clerk

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

  
Lynn M. Dannheisser, Town Attorney

# EXHIBIT A

## MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF SURFSIDE, FLORIDA AND BAL HARBOUR VILLAGE, FLORIDA

**THIS MEMORANDUM OF UNDERSTANDING** (this "MOU") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and between the undersigned representatives of the Town of Surfside, Florida, ("Surfside") and Bal Harbour Village, Florida. ("Bal Harbour")

### BACKGROUND:

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

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

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

**WHEREAS**, on July 26, 1977, Surfside and Bal Harbour (each, a "Party" and sometimes hereinafter referred to collectively, as the "Parties"), entered into an agreement renewing and modifying certain terms of the 1946 Ordinance ("1977 Extension");

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

**WHEREAS**, the Existing Water and Sewer Agreements are now expired and the Parties desire, amongst other things, to enter into an agreement providing for the design, development, construction, operation and maintenance of a new sanitary sewer force main through Bal Harbour and Surfside ("New Sewer Line" or "Project"). Further, the Parties wish to enter into this MOU to memorialize certain of the terms and conditions that will serve as the basis for the preparation of a New Sewer Line agreement (the "New Sewer Line Agreement").

### TERMS:

1. Subject to the terms hereof, the Parties shall jointly undertake the construction of a new 16" HDPE sewer main that shall run through Bal Harbour, Surfside and the

City of Miami Beach to be constructed in the locations as more particularly shown on Exhibit "A" attached hereto and made a part hereof.

2. Bal Harbour has entered into that certain contract with TB Landmark Construction, Inc., a Florida corporation ("Contractor") for the design, development, construction and installation of the New Sewer Line ("Construction Agreement"). Additionally, on June 21, 2011, Bal Harbour issued a change order to the Contractor requesting certain modifications to the Construction Agreement as more specifically set forth therein (a copy of the Construction Agreement and the change order are attached hereto as Exhibit "B", hereinafter the term "Construction Agreement" shall be deemed to include all change orders and modifications thereto).
  - A. Contractor acknowledges and agrees that Surfside is third party beneficiary under the Construction Agreement. Contractor's joinder in this MOU is for the sole purpose of acknowledging Surfside's rights under the Construction Agreement. To the extent that the Construction Agreement requires amendments or change orders which result in additional fees and/or costs of \$5,000.00 or less, as quoted by the Contractor, Bal Harbour shall be authorized to approve such modifications without the need for Surfside's consent. Any modifications to the Construction Agreement which result in additional fees and costs of greater than \$5,000.01, as quoted by the Contractor, shall require the written consent of both Parties prior to being authorized.
  - B. Subject to the terms contained in section 4 hereof, each Party shall be responsible for one half of all of the costs for the design, development, construction and installation of the New Sewer Line as set forth in the Construction Agreement.
  - C. Each Party shall be responsible for one half of all of the costs for the construction costs and engineering fees of the interconnection of the existing force main on Byron Avenue at two locations in Surfside in the amount not to exceed \$285,000.00. Any costs in excess of \$285,000.00 with respect to the interconnection of the existing force main on Byron Avenue shall require the written consent of both Parties prior to being authorized.
3. Bal Harbour shall provide notice to Surfside of any subsequent modifications or change orders pertaining to the Construction Agreement and Design Agreement (Attachment "C") which result in additional fees or costs to the Parties within ten (10) days after the date of such modifications or changes.

(Attachment "C") which result in additional fees or costs to the Parties within ten (10) days after the date of such modifications or changes.

4. If Bal Harbour finances and/or advances any or all of the costs of the construction of the New Sewer Line on behalf of Surfside through the use of municipal bonds or other financing arrangements, Surfside shall repay Bal Harbour for the borrowed funds at the rate of 15 basis points (.15%) over the interest rate paid by Bal Harbour to the applicable lender or bondholders and otherwise upon the same terms and conditions as Bal Harbour is responsible to repay the same. For purposes hereof, "costs of the construction" shall be deemed to include all hard costs and soft costs related to the design, development, construction and installation of the New Sewer Line.
5. The Parties shall each own an undivided fifty percent (50%) interest in the New Sewer Line.
6. Each Party shall be responsible for one half of the costs of maintaining and repairing the New Sewer Line subsequent to the completion of its construction. Surfside shall have in the first instance the initial responsibility for the routine maintenance and repair of the New Sewer Line and shall submit invoices to Bal Harbour for payment of its one-half share of the maintenance costs, which sums shall be due and payable within thirty (30) days from the date of Bal Harbour's receipt of the applicable invoice.

Notwithstanding the forgoing, prior to performing any routine maintenance or repairs of the New Sewer Line, Surfside shall provide an estimate of the costs thereof to Bal Harbour and such repairs shall require the reasonable consent of both Parties prior to being authorized. Bal Harbour shall approve or reject the proposed maintenance costs within thirty (30) days from the date of the receipt of the estimate. Bal Harbour shall not be required to pay for any repairs or maintenance charges unless such charges are authorized in accordance with this section. Additionally, the Bal Harbour charter requires council approval of expenditures in excess of \$2,500.00. To the extent that Bal Harbour's consent is required for repairs and maintenance of the New Sewer Line and such consent would result in expenditures in excess of \$2,500.00, such consent shall be conditioned on approval of the Bal Harbour Village council.

In the event Surfside fails to perform the required non-emergency maintenance on the New Sewer Line to Bal Harbour's reasonable satisfaction, Bal Harbour, shall notify Surfside in writing and Surfside shall have thirty (30) days to perform the repairs to Bal Harbour's reasonable satisfaction. In the event Surfside fails to perform the repairs to Bal Harbour's reasonable satisfaction Bal Harbour shall have the right to perform such maintenance and Surfside shall, within thirty (30) days after its receipt of the invoice from Bal Harbour, be required to reimburse Bal Harbour for one half of such maintenance costs. Notwithstanding the foregoing, in the event either Party hereunder causes damage to the New Sewer

repairs are required with respect to the New Sewer Line. Surfside shall in its reasonable discretion perform such emergency repairs and send an invoice to Bal Harbour for one half of the costs of the repair which shall be due and payable within thirty (30) days after receipt; provided however, if Surfside fails to immediately respond to such emergency, Bal Harbour may, upon notice to Surfside given by reasonably appropriate manner under such circumstances, perform such emergency repairs or contract with third parties to perform such repairs which Surfside, subject to the terms hereof, being responsible for one half of such emergency repair costs. Each Party shall have the right to enter upon and open roadways under which the New Sewer Line is laid for the purpose of maintenance and repair as may reasonably be required.

7. In addition to the New Sewer Line, pursuant to the Existing Water and Sewer Agreements, Bal Harbour owns the sewer main located at Byron Avenue which is currently being used by both Parties ("Existing Sewer Main"). Bal Harbour shall, contemporaneously with the mutual execution and delivery of the New Sewer Line Agreement, transfer an undivided one half ownership interest in and to the Existing Sewer Main to Surfside; thereafter, the Parties shall maintain the Existing Sewer Main in the same manner as set forth in Section 6 hereof. Thereafter, the Parties shall mutually determine whether to repair or replace the Existing Sewer Main as may be required.
8. In lieu of any obligation under Section 164.1052, Florida Statutes, in the event a claim or dispute shall arise between the Parties relating to any term or provision of the New Sewer Line Agreement or the Construction Agreement, such claim or dispute shall be settled by binding arbitration in the state of Florida. The Parties shall have thirty (30) days from the date a claim or dispute arises between them to attempt to resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding arbitration in Miami-Dade County. The arbitrator may not alter the contract terms or award any remedy not provided for in the Construction Agreement or the New Sewer Line Agreement. The award will be based on the greater weight of the evidence and will state findings of fact and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the Parties. Each Party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally split the arbitrators' fees and administrative fees of arbitration. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in municipal construction matters and shall include a written record of the arbitration hearing.

9. This MOU reflects the current understanding and intent of the Parties with respect to the matters described herein and shall serve as an interim agreement between the parties until such time as a more complete Interlocal Agreement has been executed for the duration of expected life of the New Sewer Line. Said Interlocal Agreement shall be executed no later than one (1) year from the date of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the day and year first written above by their duly authorized representatives.

**BAL HARBOUR VILLAGE, FLORIDA**

BY: \_\_\_\_\_  
Ellisa Horvath , Village Clerk

BY: \_\_\_\_\_  
Alfred J. Treppeda, Village Manager

APPROVED AS TO LEGAL SUFFICIENCY:

BY: \_\_\_\_\_  
Richard Jay Weiss , Village Attorney

**TOWN OF SURFSIDE, FLORIDA**

BY: \_\_\_\_\_  
Debra Eastman, Town Clerk

BY: \_\_\_\_\_  
Roger Carlton, Town Manager

APPROVED AS TO LEGAL SUFFICIENCY:

BY: \_\_\_\_\_  
Lynn M. Dannheisser, Town Attorney

TB Landmark Construction Inc hereby acknowledges that Town of Surfside is a third party beneficiary of the construction agreement between it and the Village of Bal Harbor for the design, development, construction and installation of the New Sewer Line as outlined above.

T B Landmark Construction, Inc



# EXHIBIT B

SECTION 00500

## AGREEMENT

THIS AGREEMENT, made and entered into on this 17<sup>th</sup> day of May, 2011, by and between TB Landmark Construction, Inc., Party of the First Part, and BAL HARBOUR VILLAGE (OWNER), Party of the Second Part:

### WITNESSETH:

That, the First Party, for the consideration hereinafter fully set out, hereby agrees with the Second Party as follows:

1. That the First Party shall furnish all the materials, and perform all of the work in manner and form as provided by the Drawings Identified in section 00015 List of Drawings, Specifications Identified in section 00010, and Documents which are attached hereto and made a part hereof, as if fully contained here:
2. That the First Party shall commence the work to be performed under this Agreement on a date to be specified in a written order of the Second Party and shall complete all work hereunder within the length of time stipulated in the BID.
3. That the Second Party hereby agrees to pay to the First Party for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications of Proposal, in lawful money of the United States, the amount of \$2,691,819.55:

TWO MILLION SIX HUNDRED NINETY ONE THOUSAND EIGHT HUNDRED  
NINETEEN AND 55/100 DOLLARS  
(Written Total Amount)

based on the estimated quantities and Unit or Lump Sum Prices contained herein.

4. That the Second Party shall make monthly partial payments to the First Party on the basis of a duly certified and approved estimate of work performed during each calendar month by the First Party, LESS the retainage provided in the General Conditions, which is to be withheld by the Second Party until work within a particular part has been performed strictly in accordance with this Agreement and until such work has been accepted by the Second Party.
5. That upon submission by the First Party of evidence satisfactory to the Second Party that all payrolls, material bills, and other costs incurred by the First Party in connection with the construction of the work have been paid in full, final payment on account of this

Bal Harbour Village  
Sanitary Force Main Improvements  
Project No. 3  
09-1556 / 06-27-2011

00500-1

Agreement

this Agreement shall be made within 60 days after the completion by the First Party of all work covered by this Agreement and the acceptance of such work by the Second Party.

6. In the event that the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rate of **One Thousand Nine Hundred and 20/100 Dollars (\$1,920.00) per day**, plus any monies paid by the OWNER to the Engineer for additional engineering and inspection services associated with such delay. (Refer to Tab 'A')
- ~~7. All work, including all required restoration, paving, striping, testing of tracer wire systems, air release valves, plug valves and related appurtenances within the area defined as Milestone One, shall be completed within 90 calendar days following the 30 day Material Acquisition allowance. The Contractor will receive an incentive payment of \$10,000.00 per day for each day or part thereof that the project is substantially complete prior to 12:00 mid night on the date stipulated for substantial completion as defined above. The incentive payments will be made up to a maximum limit of \$150,000.00 for a maximum of 15 days prior to the date of substantial completion. The Contractor will be assessed as a disincentive the per day amount stipulated in the paragraph above for each day or part thereof that the project phase is not substantially complete by 12:00 mid night on the date stipulated for substantial completion. The disincentive assessment will continue without limitation until the Engineer notifies the Owner of substantial completion in accordance with the provisions of Article 14.9 of the General Conditions. The Owner may deduct the total accrued disincentive assessment from the final payment due to the Contractor if sufficient monies are available. Otherwise, the Contractor shall pay to the Owner the total accrued disincentive assessment. (Refer to Tab 'A')~~
- ~~8. All work, including all required restoration, paving, striping, testing of tracer wire systems, air release valves, plug valves and related appurtenances within the area defined as Milestone Two shall be completed within 30 calendar days following the substantial completion of Milestone One as detailed above. The Contractor will receive an incentive payment of \$5,000.00 per day for each day or part thereof that the project is substantially complete prior to 12:00 mid night on the date stipulated for substantial completion as defined above. The incentive payments will be made up to a maximum limit of \$25,000.00 for a maximum of 5 days prior to the date of substantial completion. The Contractor will be assessed as a disincentive the per day amount stipulated in the paragraph above for each day or part thereof that the project phase is not substantially complete by 12:00 mid night on the date stipulated for substantial completion. The disincentive assessment will continue without limitation~~

~~limitation until the Engineer notifies the Owner of substantial completion in accordance with the provisions of Article 14.9 of the General Conditions. The Owner may deduct the total accrued disincentive assessment from the final payment due to the Contractor if sufficient monies are available. Otherwise, the Contractor shall pay to the Owner the total accrued disincentive assessment. (Refer to Tab 'A')~~

9. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bond hereto attached for its faithful performance and payment, the Second Party shall deem the Surety or Sureties upon such bond to be unsatisfactory, or if, for any reason such bond ceases to be adequate to cover the performance of the work, the First Party shall, at its expense within 5 days after the receipt of notice from the Second Party so to do, furnish an additional bond or bonds in such form and amount and with such Surety or Sureties as shall be satisfactory to the Second Party. In such event, no further payment to the First Party shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Second Party.
10. No additional work or extras shall be done unless the same shall be duly authorized by appropriate action by the Party of the Second Part.

SECTION 00931

CHANGE ORDER

DATE OF ISSUANCE: June 21, 2011

No. 1

PROJECT: BAL HARBOUR VILLAGE – COLLINS AVENUE SANITARY FORCE MAIN IMPROVEMENTS PROJECT

OWNER: BAL HARBOUR VILLAGE  
655 96<sup>TH</sup> STREET  
BAL HARBOUR, FL 33154

CONTRACTOR: TB LANDMARK CONSTRUCTION, INC.

ENGINEER: CRAIG A. SMITH & ASSOCIATES

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THE CONTRACT DOCUMENTS.

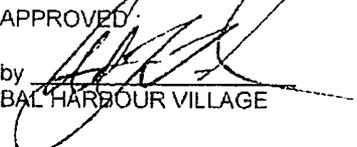
DESCRIPTION: EXTEND THE POINT OF CONNECTION FURTHER SOUTH, AT 72<sup>ND</sup> STREET, AS PER CITY OF MIAMI BEACH REQUIREMENTS. RESIZE PIPELINE DIAMETER TO 16-INCH DR 11 HDPE WITHIN THE COLLINS AVENUE FDOT R/W.

THE ATTACHED REVISION TO THE INCENTIVE/DISINCENTIVE PROVISIONS WILL BE ADOPTED FOR THE PROJECT.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price \$2,691,819.55	Original Contract Time 150 Days
Previous Change Orders NONE	Net change from previous Change Orders NONE
Contract Price prior to this Change Order \$2,691,819.55	Contract Time prior to this Change Order 150 Days
Net increase of this Change Order \$448,926.99	Net Increase of this Change Order 30 Days
Contract Price with all approved Change Orders \$3,140,746.54	Contract Time with all approved Change Orders 180 Days

RECOMMENDED:  
by   
CRAIG A. SMITH & ASSOCIATES

ACCEPTED:  
by   
CONTRACTOR

APPROVED:  
by   
BAL HARBOUR VILLAGE

END OF SECTION  
00931-1

Bal Harbour Village  
Sanitary Force Main Improvements  
Project No. 3  
09-1556 / 06-16-2011

Change Order No. 1

Project Incentive/Disincentive for work **within** the Collins Avenue/FDOT Right-of-Way

The construction timeline for this project is very limited, as FDOT is planning to begin the milling and paving of Collins Avenue in early 2012. The main goal of this project is to have the work within the Collins Avenue/FDOT Right-of-Way completed on or before November 30, 2011.

The Project Incentive/Disincentive for work within the Collins Avenue/FDOT Right-of-Way is amended as follows:

1. The Contractor will receive an incentive payment of \$150,000 for the substantial completion of all work, including all required restoration, paving, striping, testing of tracer wire systems, air release valves, plug valves and related appurtenances within the Collins Avenue/FDOT Right-of-Way on or before November 30, 2011.
2. Should any unknown or unforeseen conditions develop that causes a justifiable project time delay or additional work is added to the scope of work, additional time will be added to the Contract Time, and the incentive goal date will be moved back to a date mutually agreed upon between the Contractor and the Village.
3. The Project Disincentive is eliminated from this Contract.

Project Incentive/Disincentive for work **outside** the Collins Avenue/FDOT Right-of-Way

The Project Incentive/Disincentive for work outside the Collins Avenue/FDOT Right-of-Way is amended as follows:

1. The Contractor will receive an incentive payment of \$25,000 for the substantial completion of all work outside the Collins Avenue/FDOT Right-of-Way on or before December 31, 2011.
2. Should any unknown or unforeseen conditions develop that causes a justifiable project time delay or additional work is added to the scope of work, additional time will be added to the Contract Time, and the incentive goal date will be moved back to a date mutually agreed upon between the Contractor and the Village.
3. The Project Disincentive is eliminated from this Contract.

Liquidated Damages

The Contract provisions regarding liquidated damages will remain the same. In the event that the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rate of **One Thousand Nine Hundred and 20/100 Dollars (\$1,920.00) per day**, plus any monies paid by the OWNER to the Engineer for additional engineering and inspection services associated with such delay.

Tab 'A'

Project Incentive/Disincentive for work **within** the Collins Avenue/FDOT Right-of-Way

The construction timeline for this project is very limited, as FDOT is planning to begin the milling and paving of Collins Avenue in early 2012. The main goal of this project is to have the work within the Collins Avenue/FDOT Right-of-Way completed on or before November 30, 2011.

The Project Incentive/Disincentive for work within the Collins Avenue/FDOT Right-of-Way is amended as follows:

1. The Contractor will receive an incentive payment of **\$150,000** for the substantial completion of all work, including all required restoration, paving, striping, testing of tracer wire systems, air release valves, plug valves and related appurtenances within the Collins Avenue/FDOT Right-of-Way on or before November 30, 2011.
2. Should any unknown or unforeseen conditions develop that causes a justifiable project time delay or additional work is added to the scope of work, additional time will be added to the Contract Time, and the incentive goal date will be moved back to a date mutually agreed upon between the Contractor and the Village.
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Project Incentive/Disincentive for work **outside** the Collins Avenue/FDOT Right-of-Way

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2. Should any unknown or unforeseen conditions develop that causes a justifiable project time delay or additional work is added to the scope of work, additional time will be added to the Contract Time, and the incentive goal date will be moved back to a date mutually agreed upon between the Contractor and the Village.
3. The Project Disincentive is eliminated from this Contract.

Bal Harbour Village  
Sanitary Force Main Improvements  
Project No. 3  
09-1556 / 06-27-2011

00500-4

Agreement

### Liquidated Damages

The Contract provisions regarding liquidated damages will remain the same. In the event that the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rate of **One Thousand Nine Hundred and 20/100 Dollars (\$1,920.00) per day**, plus any monies paid by the OWNER to the Engineer for additional engineering and inspection services associated with such delay.

Bal Harbour Village  
Sanitary Force Main Improvements  
Project No. 3  
09-1556 / 06-27-2011

00500-5

Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in three (3) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.

WITNESSES:  
[Signature]  
[Signature]

CONTRACTOR: TB LANDMARK CONSTRUCTION, INC.

BY: [Signature]  
NAME: TIMOTHY C BENSLEY  
TITLE: V.P.

OWNER: BAL HARBOUR VILLAGE

BY: [Signature]  
NAME: ALFRED J. TREMPER  
TITLE: VILLAGE MANAGER

AUTHENTICATION:

BY: [Signature]  
NAME: ELISSA L. HOVVAT  
TITLE: Village Clerk

APPROVED AS TO FORM:

BY: [Signature]  
NAME: Matthew Paul  
TITLE: Village Attorney

END OF SECTION

# ATTACHMENT C

## CRAIG A. SMITH & ASSOCIATES

PROPOSED SCOPE OF SERVICES AND PROPOSED FEE

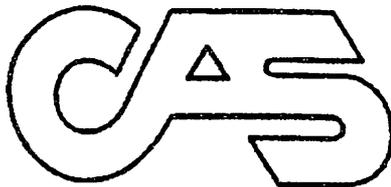
FOR

SEWER FORCEMAIN REPLACEMENT (COLLINS AVENUE)  
FROM PS-2 TO CITY OF MIAMI BEACH  
POINT OF CONNECTION ON 74<sup>TH</sup> STREET

CAS PROPOSAL NUMBER: P 2461

BAL HARBOUR VILLAGE

DATED: October 13, 2009



**CRAIG A. SMITH & ASSOCIATES**

Engineers•Surveyors•Utility Locators•Grant Specialists

7777 Glades Road, Suite 410

Boca Raton, FL 33434

Tel. (561) 791-9280 Fax. (561) 791-9818



**CRAIG A. SMITH & ASSOCIATES**

**PROPOSED SCOPE OF SERVICES AND PROPOSED FEE**

**PROJECT NAME: BAL HARBOUR VILLAGE  
SEWER FORCEMAIN REPLACEMENT (COLLINS  
AVENUE) FROM PS-2 TO CITY OF MIAMI BEACH  
POINT OF CONNECTION ON 74<sup>TH</sup> STREET**

**PROPOSAL NO: P 2461**

**PROJECT DESCRIPTION:**

The purpose of this project is to replace the existing cast-iron sewer forcemain that begins at the Bal Harbour Sewer Master Pumping Station No. 2 (PS-2) and extends to the City of Miami Beach point of connection located on 74<sup>rd</sup> Street.

This existing forcemain has been in service since 1946 and has experienced numerous age-related leaks and line breaks over the past fifteen years and is in need of replacement.

The preliminary estimated construction budget for this project is **\$2,500,000.00**

**OWNER/CLIENT:**

Name: Bal Harbour Village  
Attention: Alfred J. Treppeda, Village Manager  
Address: 655 96<sup>th</sup> Street  
Bal Harbour, FL 33154  
Phone: (305) 866-4633  
Facsimile: (305) 868-6575

**GENERAL:**

Craig A. Smith & Associates will provide engineering services during the design, permitting, and bidding of the wastewater improvements associated with the Sewer Forcemain Replacement Project (Collins Avenue) from PS-2 to City of Miami Beach Point of Connection.

More specifically, the scope of work is as follows:



## PHASE I DESIGN AND PERMITTING

### Task 1: Project Initiation Meeting with Bal Harbour Village

A meeting with the Village's Utility Staff and the CAS project team will be held immediately after the authorization to commence the project. This purpose of this meeting is to discuss any modification to the proposal, discuss and finalize the schedule of each major activity, and to discuss design criteria and design modification requirements, if any exist. The Village should also inform CAS in this meeting if there are planned developments or additional items that would influence the final design.

Lump sum for Task 1: \$8,800.00

### Task 2: Field Survey

Survey will physically locate all above ground, visible improvements within the existing right of way of Harding Ave. from Master Pump Station PS-2 and from the centerline of 96<sup>th</sup> Street to its north right of way east to Collins Ave. Said improvements will then be located within the right of way of Collins Ave. extending south to 74<sup>th</sup> Street, west to the proposed tie-in point on 74<sup>th</sup> Street. Survey baselines will be established at 100 foot intervals along all streets and cross-sections taken at 50 foot intervals in the corridors as described above. Plan view elevations will be shown as relative to National Geodetic Vertical Datum of 1929 at each section and at pertinent points for facilitation of Engineering Design. A base map will be created and provided to the Engineering Department as well as a Map of Topographic Survey for submittal to entities of interest.

Lump Sum for Task 2: \$88,000.00



**Task 3: UTILITY LOCATES**

All visible, above ground utilities will be located and shown as well as those utilities as marked by CAS utility locates department on the surface. Up to 100 vacuum excavation areas ("soft digs") will be performed to identify the type, size, and material as well as depth to the top of potentially conflicting and/or newly identified or previously unknown facilities.

Lump Sum for Task 3: \$66,000.00

**Task 4: Preliminary Engineering Design and Drawings**

CAS will prepare preliminary design drawings. The preliminary design drawings will show the design concept for the Village to review and finalize.

As a part of this design, the following items will be undertaken:

- Review of existing plans and field conditions with Bal Harbour Village, the City of Surfside, and the City of Miami Beach
- CAS will prepare base sheets with a preliminary site plan
- Review of pipeline sizing flow and head requirements
- Maintenance of Traffic (MOT) evaluation due to site locations

Lump sum for Task 4: \$12,375.00

**Task 5: Preparation of Detailed Design Drawings and Specifications**

The preparation of detailed design drawings and the technical specifications will be prepared under this task. The approved recommendations in the preliminary engineering design will be incorporated on the drawings and the technical specifications will be reviewed and modified to conform to the project requirements.

Lump sum for Task 5: \$116,875.00



**Task 6: Preparation of Quantity Take-Off and Construction Cost Estimate**

A quantity take-off and estimate of the construction costs will be performed under this task. A preliminary cost estimate will be prepared based on these quantities.

Lump sum for Task 6: \$5,500.00

**Task 7: Discussion of Village's Review Comments and Preparation of Final Design Documents**

CAS will submit the design drawings, specifications, quantities, and construction cost estimate to the Village for their review and comments. CAS will review and discuss the Village's comments with the Village's Utility Staff. The final agreed comments will be incorporated in the drawings and specifications and, if necessary, the design will be revised accordingly.

Lump sum for Task 7: \$10,450.00

**Task 8: Permits**

CAS will prepare and submit permit applications to the regulatory departments and agencies as required. The Village shall pay all permit fees. Drawings and specifications will also be modified to conform to any comments these agencies might have.

Lump sum for Task 8: \$56,375.00



**Task 9: Bidding Services**

CAS will assist the Village during bidding. Solicit Contractors, conduct and attend pre-bid meeting, respond to questions during bidding, conduct and attend bid opening, prepare bid tabulation and recommend Award of Contract.

Lump sum for Task 9: \$22,825.00



Our fee for the above-described work would be a lump sum fee of Three Hundred Eighty Seven Thousand Two Hundred Dollars (\$387,200.00).

Any services requested or required in addition to those listed in the scope will be considered additional services and will be billed at our standard hourly rates.

We look forward to assisting Bal Harbour Village on this project. If the scope of services and fee are acceptable to you, please authorize below and/or process for necessary approvals.

Should you have any questions, please feel free to contact our office.

Yours sincerely,

**CRAIG A. SMITH & ASSOCIATES**

Stephen C. Smith, P.E., Sr. Vice President - CAS

cc: William H. Landis, P.E., Village Engineer  
Gene R. Schriener, P.E., President - CAS  
Peter A. Kunen, P.E., Project Manager - CAS

**APPROVED: ENGINEERING PROPOSAL  
BAL HARBOUR VILLAGE  
SEWER FORCEMAIN REPLACEMENT (COLLINS AVENUE)  
FROM PS-2 TO CITY OF MIAMI BEACH  
POINT OF CONNECTION ON 74<sup>TH</sup> STREET**

Authorized Signature

10/21/09

Date



May 9, 2011

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

Dear Mr. Carlton:

The bids for the new sewer force main from Bal Harbour to Miami Beach were received on May 3, 2011. As we have discussed, due to the age of the current pipeline that we both share, which is the only line that we both have to pump sewage for treatment, you are interested in having the Town of Surfside share in the costs of this line with Bal Harbour.

I have proposed that Bal Harbour and Surfside split all costs associated with this new line 50/50, and that we co-own the line by agreement. We would split all future maintenance 50/50 as well.

Following is a breakdown of the proposed costs for engineering, construction, and construction management:

**Base Bid (If sized only for Bal Harbour's Use)**

\$2,200,000

\$ 300,000 (Design change as per Miami Beach permitting requirements)

\$2,500,000

\$ 250,000 (10% construction contingency & construction management costs)

\$2,750,000

\$ 420,000 (Engineering & Permitting)

\$3,170,000

**Alternate Bid (If sized for Bal Harbour and Surfside's Use)**

\$2,700,000

\$ 350,000 (Design change as per Miami Beach permitting requirements)

\$ 350,000 (Design change to accommodate Surfside's flows to North Treatment Plant)

\$3,400,000

\$ 340,000 (10% construction contingency & construction management costs)

\$3,740,000

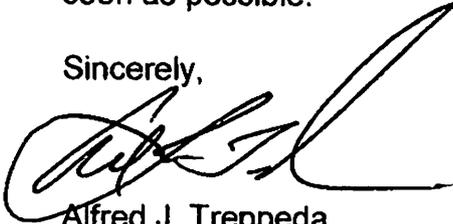
\$ 420,000 (Engineering & Permitting)

\$4,160,000 (Proposed to be split 50/50 between two cities (\$2,080,000 Each City))

Please call to discuss this with me and our engineers if you need further explanation. I am discussing with our Finance Director regarding your question about whether or not Bal Harbour would be able to finance Surfside's portion of the cost of the project.

I will be requesting Village Council approval for either the base bid or alternate bid at our meeting on May 17<sup>th</sup> at 7:00 p.m. As such, I will need to know your intentions as soon as possible.

Sincerely,

A handwritten signature in black ink, appearing to read 'A. Treppeda', written in a cursive style.

Alfred J. Treppeda  
Village Manager

2011-Bal Harbour-Surfside Force Main Costs-10 - Rev-01-31-2012.xls  
 Prepared: whl 10/19/2011  
 Revised: whl 01/31/2012

**Bal Harbour-Surfside Force Main Final Complete Project Costs Through December 31, 2011**

Reference Line Number	Item Description	Total Item Cost Amount	Bal Harbour Share of Cost	Surfside Share of Cost	Bay Harbor Islands Share of Costs	Remarks
10	Original TB Landmark Construction Contract Bid Award Amount	2,691,818.55	-	-	-	
11	TB Landmark Construction Contract Agreement Amount.....(MOU Item #2 - Exhibit B)	3,140,746.54	-	-	-	
12	Net Construction Contract Amount Change by Change Orders	280,894.05	-	-	-	
13	Total Approved Construction Contract Amount	3,421,640.59	-	-	-	
14	Final Net Construction Contract Amount Change by Final Contract Change Order	(228,787.36)	-	-	-	
15	Total Final TB Landmark Construction Contract Amount With All Change Orders	3,192,853.23	-	-	-	
16	Adjustment for Bay Harbor Emergency Force Main Connection	(123,527.82)	-	-	123,527.82	Change Order and Final Contract Needs Final Council Approval
17	Adjustment for Bal Harbour Pump Station Force Main Connection	(13,729.58)	13,729.58	-	-	Reallocation of Bay Harbor Only Costs
18	Cost of City of Miami Beach Flow Meter to be charged on monthly sewage disposal Invoices	-	-	-	-	Reallocation of Bal Harbour Only Costs
19	Bal Harbour / Surfside Construction Force Main 50%/50% Equal Share Amounts	3,055,595.83	1,527,797.92	1,527,797.92	-	Notation Only
20	Final Bal Harbour - TB Landmark Construction Contract Cost Distribution Amounts	3,192,853.23	1,541,527.50	1,527,797.92	123,527.82	Construction Contract Allocation
21	Design Contract Lump Sum Amount (50%/50%).....( MOU Exhibit C )	387,200.00	193,600.00	193,600.00	-	Design and Contract Documents
22	Total Construction Engineering and Inspection - Billed Hourly	455,373.39	-	-	-	
23	Deduct for Bay Harbor Emergency Force Main Connection	(18,500.00)	-	-	18,500.00	
24	Deduct for Bal Harbour Pump Station Force Main Connection	(3,500.00)	3,500.00	-	-	
25	Bal Harbour / Surfside Construction Engineering and Inspection 50%/50% Amounts	433,373.39	216,686.70	216,686.70	-	
26	Total Construction Engineering and Inspection - Hourly CEI Billing Cost Allocations	455,373.39	220,186.70	216,686.70	18,500.00	CE&I Cost Allocation
28	Surfside Credit for Intergovernmental Coordination & Public Awareness Assistance, & for Community Disruption from Construction Staging Area Activities at 9200 Collins Ave.	-	10,000.00	(10,000.00)	-	Allocation of \$10,000 Surfside Credit For Staging Area
29	Total Bal Harbour Force Main Construction, Design and CEI Cost Allocations	4,035,426.62	1,966,314.19	1,928,084.61	142,027.82	Total Project Cost Allocation

VOICE NUMBER	DESCRIPTION	ACCOUNT NUMBER	AMOUNT
2041-	SURFSIDE FORCE R-11-2041	40100002081000	1,527,797.92
HARBOUR VILLAGE	3171		**1,527,797.92

**NON-NEGOTIABLE**



**TOWN OF SURFSIDE**

9293 HARDING AVENUE • SURFSIDE, FLORIDA 33154  
TOWN OF SURFSIDE • GENERAL FUND

091968

ONE MILLION FIVE HUNDRED TWENTY SEVEN THOUSAND SEVEN HUNDRED NINETY SEVEN AND 92/100 DOLLARS

**SUNTRUST**

Sun Trust, Miami  
Bal Harbour Office 599  
9600 Collins Avenue  
Bal Harbour, Florida 33154

DATE	CHECK NO.	AMOUNT
08/02/2013	91968	1,527,797.92

PAY TO THE ORDER TO BAL HARBOUR VILLAGE  
655 96TH STREET  
BAL HARBOUR FL 33154

*Michael P. Crotty*  
SIGNATURE  
**NON-NEGOTIABLE**  
SIGNATURE

⑈0091968⑈ ⑆063102152⑆ 0599000290064⑈



TOWN OF SURFSIDE  
CHECK REQUEST

TODAY'S DATE: 7/26/2013

FY2013

PLEASE ISSUE A CHECK IN THE AMOUNT OF: \$ 1,527,797.92

TO: Bal Harbour Village

ADDRESS: 655 96th Street  
Bal Harbour, FL 33154

PURPOSE/DESCRIPTION: Town of Surfside share of Bal Harbour-Surfside Force Main Project Cost  
Resolution 11-2041 Dated 9th of August 2011 Memorandum of Understanding  
Between The Town of Surfside, Florida and Bal Harbour, Fl.

INVOICE #	BUDGET CODE #	AMOUNTS
11-2041	401-0000-208-1000	\$ 1,527,797.92
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -

VENDOR I.D. NO.: <u>1772</u> <i>wrong vendor</i>	AVAILABLE FUNDS: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<i>I open a new vendor: Marisol R. 3171</i>	<i>[Signature]</i>
	FINANCE DEPARTMENT

DEPARTMENTAL APPROVALS:

DEPARTMENT HEAD *[Signature]*

TOWN MANAGER *[Signature]*

CHECK DISPOSITION INSTRUCTIONS

MAIL TO VENDOR (Y/N): YES DELIVER CHECK TO: \_\_\_\_\_

INVOICE, RECEIPTS, APPLICATIONS OR OTHER DOCUMENTATION MUST BE SUBMITTED WITH CHECK REQUEST OR WITHIN FIVE (5) DAYS OF RECEIPT OF CHECK



## Town of Surfside Commission Communication

**Agenda Item #:** 9F

**Agenda Date:** October 14, 2014

**Subject:** Request to Increase Lot Coverage Percentage – Commissioner Barry Cohen

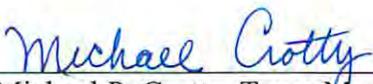
**Introduction:** Commissioner Cohen requested that this subject be placed on the October 14 agenda. The Commissioner indicated that he supports the proposal and would like the Town to move forward with this initiative.

**Background:** Charlie Ness, a town resident, requested an addition at their existing single family home. The Town code limits lot coverage to 40% and Mr. Ness requested to exceed the lot coverage limits to accommodate an additional bedroom. Lot coverage is defined as the percentage of the total area of a lot that, when viewed from above, would be covered by all principal and accessory buildings and structures, or portions thereof.

Mr. Ness spoke at the September 9, 2014 Town Commission meeting under the Good and Welfare portion of the agenda and asked the Town Commission to change the code to increase lot coverage of single family homes from 40% to 47.5% to enable him to build his addition. The Commission directed Staff to place this request on the Planning and Zoning Board's agenda for discussion.

The Planning and Zoning Board discussed this concept at their September 30, 2014 meeting and requested that the minimum pervious area of a lot not be decreased from 35% as well not decreasing the minimum setbacks of the lot. The Board was open to the concept of increasing the percentage of lot coverage.

**Next Step:** Staff will prepare graphics and draft text for discussion at the next Planning and Zoning Board meeting (October 30) to assist in their review of increasing the percentage of lot coverage.

  
Michael P. Crotty, Town Manager



## Town of Surfside Commission Communication

**Agenda Item #:** 9G

**Agenda Date:** October 14, 2014

**Subject:** Enterprise Resource Planning (ERP) Proposals

**Background:** A top priority for FY 13/14 has been to complete the ERP evaluation process and advertise for proposals. Staff, in conjunction with professionals from CGA, completed the evaluation; advertised for proposals and received proposals.

What is ERP? An ERP is business management software that allows an organization to use a system of integrated applications to manage their daily functions. ERP software integrates all facets of an operation, including finance, capital budgets, project management, cashiering/point of sale, fixed assets, work orders, inventory control, purchasing, human resources (payroll, time and attendance), contract management, building and permitting, code enforcement, utility billing, business tax receipts, website and mobile integration.

**Current Status:** The Town opened proposals on August 28. The following is a summary:

- Released and posted: June 19, 2014
  - Posted on Town website
  - Posted on Demandstar
    - Demandstar is a web portal that connects businesses and governments to opportunities online. Vendors get immediate access to leads and information for new projects posted by government agencies.
- Submittal Due Date: August 28, 2014 at 3:00 pm
- Bid Opening: August 28, 2014 at 3:00 pm
  - Bid Opening Results:
    - Springbrook Software \$277,000 (5 Year Total) - Submittal does not meet requirements. The Functional and Technical Requirements described in Attachment "A" was not addressed as described on page 1 of the attachment. The vendor was required to classify each requirement with a predetermined indicator in the "Comments" column addressing whether their solution meets the requirement. The vendor did not complete this task.
    - Tyler Technologies \$710,759 (5 Year Total)

**Recommendation:** It is recommended that the Town release this RFP for bid again due to only two (2) submittals being received. It was deemed that one submittal was non-responsive, Springbrook Software. Awarding the contract to Tyler by default does not give the Town an opportunity to analyze and review other options that may be available both from a cost and functional perspective.

Additionally, it is our understanding that other qualified vendors may not have been aware of the RFP release, thus narrowing down the pool of potential vendors. The Town expected to receive at least five (5) submittals based on the top vendors in this market space. Our goal before the re-release of this RFP is to notify the top vendors in the ERP market space, including Springbrook and Tyler, that the RFP will be re-posted in the near future to increase the pool of potential vendors and submittals. Other suggestions during discussions were to reduce the functional requirements in an effort to broaden the pool of qualified vendors. This will be discussed in more detail during an internal staff meeting, yet to be scheduled.



Michael P. Crotty, Town Manager



## Town of Surfside Commission Communication

**Agenda #:** 9H

**Agenda Date:** October 14, 2014

**Subject:** Restructure of Solid Waste Commercial Rates

**Background:** The Town provides solid waste collection services to (199) commercial customers up to six days a week with differing pick up schedules based on the needs for each business. The current rate structure used to charge for these services is based on an annual fixed rate basis as shown below.

<u>Service</u>	<u>Rate/Annual</u>
Apartment	\$230.90 per apartment
Hotel/Motel	\$97.14 per room
Business 1 <sup>st</sup> Fl.	\$506.38 per business
Business 2 <sup>nd</sup> Fl.	\$254.78 per business
Business other	\$254.78 per business
Commercial	\$1019.14 per business
Liquor/Food	\$1522.33 per business
Service Stations	\$3035.11 per business
Restaurant	\$50.96 per seat
Post Office	\$3035.11
Bar/Package	\$6070.23

These flat rates are on an annual basis for unlimited waste pick up and disposal. The current rate structure does not match the cost of service provided to the fee charged. When researching the current rate structure, Public Works found that many commercial accounts were not equitable and the rate structure is not balanced, for example: many of the smaller businesses are paying a higher rate than the service being rendered. Consequently, many of the larger businesses are being undercharged for the services received.

Staff has contracted with Bell & Associates, an independent consultant to conduct a rate study for residential and commercial solid waste. The attached study matches Staff's concerns of our current rate structure, and recommends a new commercial rate structure based on cubic yards of solid waste at \$21.54 per yard.

This would provide a fair and equitable fee structure for the services to the businesses. The per yard rates include landfill disposal cost, labor, fuel, dumpster rental and vehicle usage. Currently, the Town utilizes only 2 Cubic Yard dumpsters. As we begin to purchase our own dumpsters, we will be using 2 Cubic Yard and 3 Cubic Yard containers, which will be reflected in the new rate schedule.

**Analysis:** The following are examples of actual commercial accounts that compare the annual solid waste fee of the current rate to the proposed rate structure and the annual cost difference to the business. The total annual revenue from commercial customers under the current rate structure is \$813,000 and the projected annual revenue under the proposed commercial rate structure is \$900,000.

	<u>CURRENT RATE</u>	<u>PROPOSED RATE</u>	<u>INCREASE (DECREASE)</u>
CONDOMINIUM*	\$60,786	\$72,896	\$12,110
HOTEL	33,394	42,988	9,594
APARTMENT	29,786	28,121	(1,665)
RESTAURANT	3,862	3,724	(138)
BANK	1,823	1,284	(539)
HAIR SALON	565	642	77
OFFICE – 1 <sup>ST</sup> FLR	3,035	1,284	(1,751)
OFFICE – 2 <sup>ND</sup> FLR	172	642	470

\* Based on a 220 unit condominium, the average per unit increase is approximately \$5/month.

As a point of information, the current rates have been in effect since 2008 except for a modest increase for commercial customers in the business district.

The proposed adjustment in commercial rates is projected to generate an additional \$87,000 per year in solid waste revenues. On an annualized basis, this equates to an approximate 1.8% annual increase over the past six years.

During the same period, costs associated with solid waste collection have exceeded this level.

For example, over the past six years, the cost for fuel and the Miami-Dade landfill fees have increased as illustrated in the below table:

<u>Fuel Price Comparison - (Gallon)</u>	<u>Landfill Cost - (Ton)</u>	
2009	\$2.05	\$56.59
2010	\$2.81	\$58.19
2011	\$3.88	\$59.89
2012	\$3.98	\$61.74
2013	\$3.59	\$63.65
2014	\$3.77	\$64.96

Fuel costs have increased 84% and the landfill disposal fees have increased by \$8.37 per ton or 15%. Also, personnel costs have increased from \$437,720 in FY 09/10 to \$578,303 in FY 12/13.

A stagnant revenue stream and increase in operating costs prohibits the necessary planning to adequately finance the solid waste function going forward. Of particular concern is the lack of capital reserves to address our aging fleet/trucks that are 9 to 13 years old.

**Recommendation:** It is recommended that the proposed commercial rate structure based on cubic feet of solid waste be approved.



Donald Nelson, Finance Director



Michael P. Crotty, Town Manager



As the Town of Surfside (the Town) considers a transition from the current method of invoicing for services based on the business type and location to a cost of service approach, several issues need to be addressed. The biggest issue being what is the cost of service and how changing the method of invoicing will impact the Town’s solid waste customers. The following report summarizes the cost of service for residential and commercial customers and presents a rate schedule for commercial customers.

### Cost Assumptions for Rates

The cost of service approach for the collection rates utilizes the current year operating budget (FY 2014-15) escalated at 3.5% for next two fiscal years. The beginning reserve balance in the SW Fund in September 2015 is expected at 4.2%. The rates in this report do not contribute any additional revenues to increase this balance. It is assumed new assets will be purchased over a three year period beginning in FY 2014-15 and the Town will finance these assets for a period of five years at a rate of 6% interest. Table 1 summarizes the assets to be purchased.

**Table 1: Projected Solid Waste Asset Purchases**

Asset	Purpose	Purchase Year	Cost Each
2014 Mack Truck	Replace 2001 Mack	FY 2014-15	\$183,600
2015 Mack Truck	Replacement 2004 Mack	FY 2015-16	\$189,108
2016 Mack Truck	Replacement 2005 Mack	FY 2016-17	\$194,781
Grapple Truck	Bulky Waste / Storm Clean up	FY 2014-15	\$100,000
65 gal SW Carts	Residential Collection	FY 2016-17	\$55.87
95 gal Recycle Carts	Residential Collection	FY 2015-16	\$63.95
2 YD Containers	Commercial Collection	FY 2014-15	\$583.10
3 YD Containers	Commercial Collection	FY 2014-15	\$747.12

With the exception of the contracted collection of recycling, collection costs are not segregated in the SW Fund by residential and commercial; therefore, allocations are made to correspond the services with costs. Four metrics are used to allocate costs: Labor Hours, Route Hours, Customer Count and Collected Materials.

### Labor Hours

There are seven employees assigned to garbage collection. Multiplying the seven employees by 2,080 hours (52 weeks x 40 hours a week) yields 14,560 hours of labor for collection. Residential collection requires one collection crew (two full time employees) to collect waste plus an additional 8 hours a week to fill in for time off, bulky waste, and heavy collection weeks. The remaining employees are assigned to commercial collection.



### Route Hours

The Town utilizes three collection crews (two employees per truck) Monday through Friday and one crew for five hours on Saturday. The estimated weekly hours expended on the collection routes is 125 hours (8 hours per weekday x 3 crews x 5 days plus 5 hours on Saturday).

### Customer Count

There are 1,147 residential customers and 150 commercial customers.

### Collected Materials

From September 2013 to March 2013, Town crews collected an average of 87 tons of solid waste per week. Using industry averages for set out weights, disposal costs were allocated to residential and commercial customers. The average set out weight for residential customers is 50 pounds a week and for commercial customers, it is 125 pounds per collected cubic yard. Allocated weekly waste tons from residential customers is 1,147 customers x 50 pounds per week / 2,000 pounds per ton = 28.7 tons per week. Commercial crews collect and estimated 938 yards of waste; therefore, 938 yards x 125 pounds / 2,000 pounds per ton is 58.6 tons per week. Table 2 details the metrics used to allocate cost between residential and commercial collection.

Table 2: Allocation Metrics

Allocation Description	Amounts	Residential	Commercial
Annual Labor Hours	14,560	4,576	9,984
<b>Labor Hour Allocation Percentages</b>		<b>31.4%</b>	<b>68.6%</b>
Annual Collection Route Hours	6,375	2,080	4,295
<b>Collection Hour Allocation Percentages</b>		<b>32.6%</b>	<b>67.4%</b>
Customers	1,297	1,147	150
<b>Customer Allocation Percentages</b>		<b>88.4%</b>	<b>11.6%</b>
Annual Collected Waste Tons	4,539.50	1,491	3,048
<b>Collected Waste Percentages</b>		<b>33%</b>	<b>67%</b>

### Other Costs

Each commercial customer can choose to subscribe and pay for recycling service. The Town has a contract with an outside vendor to provide collection of recycling to commercial customers that desire to pay the additional amount for the service. These costs are assigned to the customers subscribing to the service.

Budgeted line item costs were allocated based on function. Table 3 on the next page summarizes the allocated costs from the SW Fund for the current fiscal year. Projected costs for fiscal years 2015-16 and 2016-17 were also allocated using the same percentages from Table 2: Allocation Metrics.



Table 3: Allocated Collection Costs

Cost	Allocation Method	FY 14-15	Residential	Commercial
Labor Expense	labor hours	\$641,378	\$201,576	\$439,802
Collection Expense	route hours	\$165,216	\$53,906	\$111,310
Admin Expense	customers	\$10,000	\$8,843	\$1,157
Disposal / Recycling	tons / actual	\$444,766	\$143,389	\$301,377
Overhead Allocation	route hours	\$121,476	\$39,635	\$81,841
Container Expense	actual	\$26,261	\$0	\$26,261
Truck Replacement	route hours	\$65,793	\$21,467	\$44,327
<b>Total Collection Cost</b>		<b>\$1,474,890</b>	<b>\$468,816</b>	<b>\$1,006,074</b>

### Residential Collection

Because all Surfside residents receive the same level of service, calculating the annual cost is simply dividing the allocated cost from Table 3 by the number of residents. Projecting the increased costs over the next three years, the cost per resident will increase due to inflationary pressure, asset replacement, and disposal costs. Table 4 below details the cost of residential collection compared to the current rate.

Table 4: Cost of Residential Collection Services

Cost	FY 14-15	FY 15-16	FY 16-17
Labor Expense	\$201,576	\$208,461	\$215,586
Collection Expense	\$53,906	\$55,563	\$57,404
Admin Expense	\$8,843	\$8,885	\$8,929
Disposal / Recycling	\$143,389	\$147,196	\$151,136
Overhead Allocation	\$39,635	\$41,022	\$42,457
Roll Cart Expense	\$-	\$6,032	\$6,756
Truck Replacement	\$21,467	\$35,781	\$50,525
<b>Total Collection Cost</b>	<b>\$468,816</b>	<b>\$502,940</b>	<b>\$532,793</b>
<b>Residential Customer Count</b>	<b>1,147</b>	<b>1,147</b>	<b>1,147</b>
<b>Cost of Service Rate</b>	<b>\$411.48</b>	<b>\$438.48</b>	<b>\$464.51</b>
<b>Current Rate</b>	<b>\$277.08</b>	<b>\$277.08</b>	<b>\$277.08</b>
<b>Revenue Shortfall per Customer</b>	<b>\$(131.65)</b>	<b>\$(161.40)</b>	<b>\$(187.43)</b>

Replacement of collection assets contributes substantially to the increased costs, especially in FY 15-16 and FY 16-17. The cost impact per customer is \$18.72 in the first year and \$36.45 and \$49.94 in the second and third years respectively.



Assuming residential collection rates will remain unchanged, the shortfall will be subsidized by commercial collection. The annual cost allocated to commercial is summarized in Table 5.

**Table 5: Commercial Subsidy**

Fiscal Year	Annual Subsidy
FY 2014-15	\$151,005
FY 2015-16	\$185,129
FY 2016-17	\$214,982

### Commercial Collection

Migrating from invoicing by business type and location to the cost of service presents a few obstacles. The first is the utilization of operational assumptions to calculate the current cost of service and the second is assuming that the customers will not change habits when presented higher collection rates.

Under the current system, customer containers, regardless of how many are on-site, are emptied by collection crews on a regular basis. The containers may be completely or partially filled, or have additional bags sitting outside the containers. It doesn't matter how much or how little waste is generated. It all goes away at a set cost to the business owner. Because customers are not invoiced on the amount set out for collection, the Town does not collect specific information on the size of the container for each customer, the number of containers on-site, or the collection frequency for each particular site (except the Saturday collection customers). With this key limitation, an estimation of collected waste yards was completed on the current customer count and is the basis for the proposed cost of service rates.

The second obstacle of implementing a cost of service rate system will be predicting the change in customer behavior when the new rate structure is enacted. Customers will take steps to reduce the amount and frequency of waste collected by either recycling or compacting waste. Both of these activities will reduce the number of stops and yards collected by Town crews; thereby increasing the collection rates if no offsets for these reductions are incurred by Town crews.

In addition to a cost of service rate approach, the Town will also provide commercial customers with either a 2 yard or 3 yard poly container (see Figure 1) that is compatible with a rear load collection system. Because of the Town's saltwater environment and the corrosive nature of leachate (garbage juice), a poly container will last longer than a conventional steel or galvanized container. The container would be rented to customers on a monthly basis. The estimated rate for a 2 yard container is \$12.40 per month and a 3 yard container would be \$15.89 per month.

Figure 1: Commercial Poly Container





### Estimation of Collected Waste Yards

The Town currently classifies businesses by rate groups. A restaurant is currently invoiced based on the number of customer seats whereas an office space is invoiced by its location. Some of these classifications were utilized to estimate the volume (yardage) of waste generated on a weekly basis. Businesses other than hospitality and service were assumed a specific yardage. Office suites were assumed to generate amounts that would require a roll cart instead of a commercial container. Table 6 below details the business type, the waste volume, and the unit of measurement.

**Table 6: Commercial Waste Volume Assumptions**

Business Type	Waste Volume	Unit of Measurement
Hotel	35 gallons / .16 yards	Room
Business First Floor	65 gallons / .32 yards	Office
Business Second Floor	65 gallons / .32 yards	Office
Business Other Areas	95 gallons / .48 yards	Office
Apartment	35 gallons / .16 yards	Apartment Unit
Commercial Harding Ave	1 yard	Per Week
Liquor / Food Package	2 yard	Per Week
Service Stations	1 yard	Per Week
Restaurant - per seat	65 gallons / .32 yards	Per Seat
Bar	35 gallons / .16 yards	Per Seat
Post Office	1 yard	Per Week

If a hotel has 100 rooms, it was estimated to generate 16 yards of waste per week (100 rooms x .16 yards per room). A commercial business on Harding Avenue is assumed to generate 1 yard of waste a week; whereas, a second floor business suite would generate 65 gallons of waste per week. Multiplying each customer's waste volume assumption by the units totaled to an estimated 938 weekly yards of collected waste. An assumed decrease of 10% in each of the following years is assumed in the rate calculations.



### Calculating the Cost of Collection

Budgeted costs for FY 2014-15 allocated to commercial collection that were summarized in Table 3 totaled \$1,006,074. With the addition costs of the residential subsidy from Table 5, the total commercial collection costs are \$1,050,801. Most of the costs for commercial collection can be allocated over collected waste yards with the exception of recycling and container rent. Recycling costs are passed through to the customer based on the level of service currently provide by the Town’s contractor. Container rent is a fixed monthly amount assessed on the size and number of containers a customer is currently utilizing. Table 7 below summarizes the collection costs in total and by the collected yard for a three year period.

**Table 7: Commercial Collection Cost by Activity and by the Yard**

Rate Components	FY 2014-15 Budget	Per Yard Rate	FY 2015-16 Budget	Per Yard Rate	FY 2016-17 Budget	Per Yard Rate
Labor Expense	\$439,802	\$9.02	\$454,823	\$9.33	\$470,370	\$9.64
Collection Expense	\$110,307	\$2.26	\$113,694	\$2.33	\$117,459	\$2.41
Admin Expense	\$1,157	\$0.02	\$1,162	\$0.02	\$1,168	\$0.02
Truck Replacement	\$44,327	\$0.91	\$73,884	\$1.51	\$104,329	\$2.14
Disposal	\$222,362	\$4.56	\$230,144	\$4.72	\$238,199	\$4.88
Overhead	\$81,841	\$1.68	\$84,706	\$1.74	\$87,671	\$1.80
Residential Subsidy	\$151,005	\$3.10	\$185,129	\$3.80	\$214,982	\$4.41
<b>Total Cost</b>	<b>\$1,050,801</b>	<b>\$21.54</b>	<b>\$1,143,542</b>	<b>\$23.45</b>	<b>\$1,234,177</b>	<b>\$25.30</b>
<b>Annual Yards</b>	<b>48,774</b>		<b>43,897</b>		<b>39,507</b>	
<b>Collection Cost per Yard</b>		<b>\$21.54</b>	<b>0</b>	<b>\$26.05</b>	<b>0</b>	<b>\$31.24</b>

### Rate Calculation

The rate calculation is collection cost per yard, multiplied by the number of monthly pick-ups, plus the container rent, plus any pass through recycling charges. For example, the rate charged for a 3 yard container collected once a week is as follows:

\$280.07 = (3 yards x 1 weekly pick-up x (52/12) pick-ups per month x \$21.54 cost per yard)

\$15.89 = monthly rental charge for a 3 yard poly container

\$295.96 = sum of collection and rental

\$296.00 is the collect rate rounded to the nearest dollar

Complete rate schedules for monthly and annual collection cost are detailed on the following page.



Table 8: Monthly Commercial Container Collection Rate (FY 2014-15)

Volume	On-call	EOW	1	2	3	4	5	6
65 gal cart	\$15	\$20	\$31	\$62	\$93	\$124	\$155	\$186
95 gal cart	\$18	\$26	\$45	\$90	\$135	\$180	\$225	\$270
2 yard	\$55	\$106	\$199	\$386	\$573	\$759	\$946	\$1,133
3 yard	\$81	\$156	\$296	\$576	\$856	\$1,136	\$1,416	\$1,696

Table 9: Annual Commercial Container Collection Rate (FY 2014-15)

Volume	EOW	1	2	3	4	5	6
65 gal cart	\$240	\$372	\$744	\$1,116	\$1,488	\$1,860	\$2,232
95 gal cart	\$312	\$540	\$1,080	\$1,620	\$2,160	\$2,700	\$3,240
2 yard	\$1,272	\$2,388	\$4,632	\$6,876	\$9,108	\$11,352	\$13,596
3 yard	\$1,872	\$3,552	\$6,912	\$10,272	\$13,632	\$16,992	\$20,352

### Transition Issues to Consider

The change in the way services are invoiced will require changes in accounting and customer service. Administrative staff will need to account for additional pick-ups, extra charges, containers, and more importantly – changes in container sizes and collection frequencies. Daily route sheets will need to be generated that detail the customers and containers collected. Drivers will need to note additional pick-ups, extras, and other information on the daily route sheets so the customer can be correctly invoiced. Administrative personnel will need to review the daily route sheets and input the extra charges for each customer into the billing system.

Customer service staff will also spend a lot of time on the phone with customers during the first 180 days of the transition explaining the changes and service charges.

During the transition, most customers will change habits in order to keep the collection rates as low as possible. Many will choose the smallest container possible and reduce collection frequency as they try to right size their level of service. During this time, the Town should consider monthly invoicing until the customers determine the best mix of containers and collection frequency. This typically requires six months until the change becomes customary.

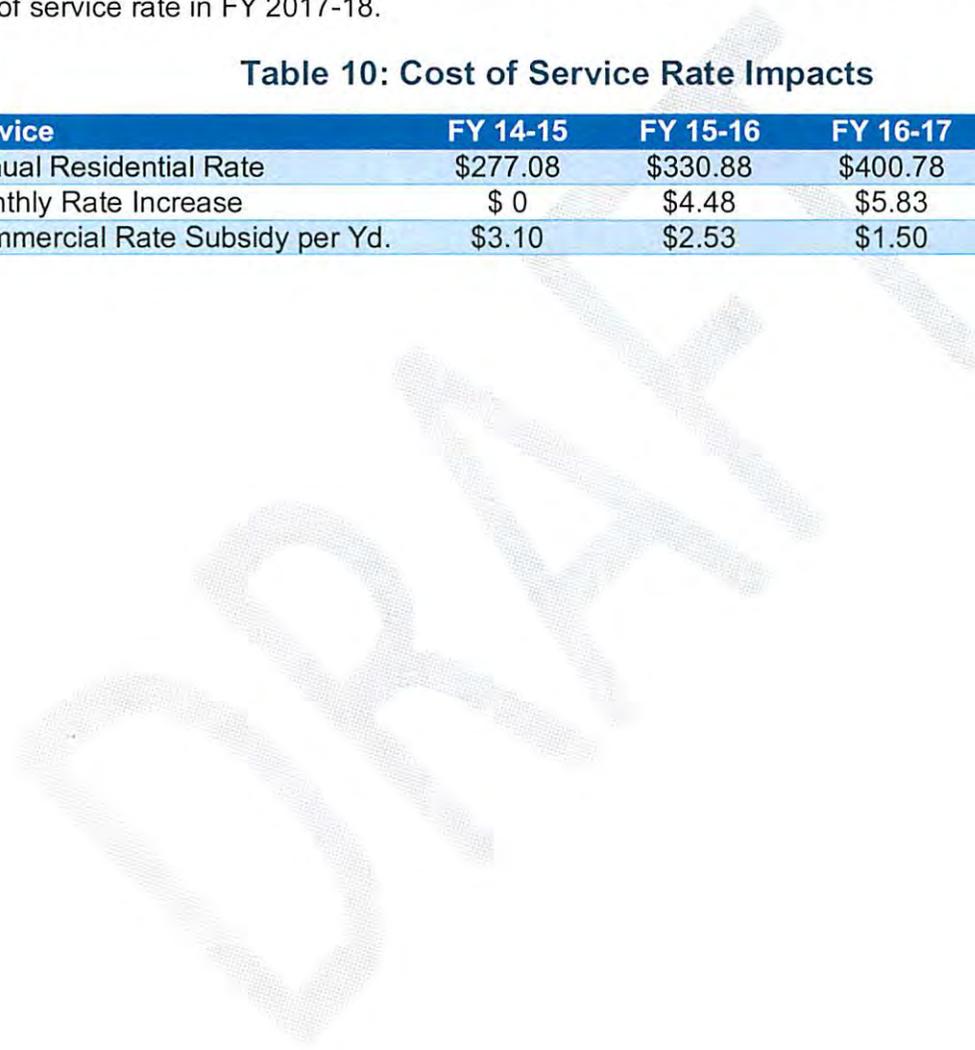


### Residential Subsidy / Fund Balance

As noted earlier, commercial customers are and will be burdened with a portion of the residential collection costs. Additionally, the projected fund balance is expected to shrink to only two weeks of working capital. While raising rates on voters is usually not a popular decision, it is one the Town's Commission needs to deliberate with the necessary changes to the current system. Phasing in a rate increase for residential service over the next four years would increase the balance in the SW Fund and could greatly diminish the burden on commercial revenues. Table 10 summarizes the rate impacts from a phased in residential rate to achieve a cost of service rate in FY 2017-18.

**Table 10: Cost of Service Rate Impacts**

Service	FY 14-15	FY 15-16	FY 16-17	FY 17-18
Annual Residential Rate	\$277.08	\$330.88	\$400.78	\$477.45
Monthly Rate Increase	\$ 0	\$4.48	\$5.83	\$6.39
Commercial Rate Subsidy per Yd.	\$3.10	\$2.53	\$1.50	\$ 0



**Table 1: Projected Solid Waste Asset Purchases**

Asset	Purpose	Purchase Year	Cost Each
2014 Mack	Replace 2001 Mack	FY 2014-15	\$ 183,600
2015 Mack	Replacement 2004 Mack	FY 2015-16	\$ 189,108
2016 Mack	Replacement 2005 Mack	FY 2014-15	\$ 194,781
Grapple Truck	Bulky Waste / Storm Clean up	FY 2014-15	\$ 100,000
SW Carts	Residential Collection	FY 2014-15	\$ 53.98
Recycle Carts	Residential Collection	FY 2014-15	\$ 20.00
2 YD Containers	Commercial Collection	FY 2014-15	\$ 583.10
3 YD Containers	Commercial Collection	FY 2014-15	\$ 747.12

**Table 2: Allocation Metrics**

Allocation Description	Total Service	Res SW	Container SW
Labor Hours	14,560	4,576	9,984
<b>Labor Hour Allocation Percentages</b>		<b>31.4%</b>	<b>68.6%</b>
Collection Route Hours	6,375	2,080	4,295
<b>Collection Hour Allocation Percentages</b>		<b>32.6%</b>	<b>67.4%</b>
Customers	1,297	1,147	150
<b>Customer Allocation Percentages</b>		<b>88.4%</b>	<b>11.6%</b>
Collected Material Tons	4,539.50	1,491	3,048
<b>Collected Material Percentages</b>		<b>33%</b>	<b>67%</b>

**Table 3: Allocated Collection Costs**

Cost	Allocation Method	FY 14-15		Residential		Commercial	
Labor Expense	labor hours	\$ 641,378	\$ 201,576	\$ 201,576	\$ 439,802		
Collection Expense	route hours	\$ 165,216	\$ 53,906	\$ 53,906	\$ 111,310		
Admin Expense	customers	\$ 10,000	\$ 8,843	\$ 8,843	\$ 1,157		
Disposal / Recycling	tons / actual	\$ 444,766	\$ 143,389	\$ 143,389	\$ 301,377		
Overhead Allocation	route hours	\$ 121,476	\$ 39,635	\$ 39,635	\$ 81,841		
Container Expense	actual	\$ 26,261	\$ -	\$ -	\$ 26,261		
Truck Replacement	route hours	\$ 65,793	\$ 21,467	\$ 21,467	\$ 44,327		
Total Cost		\$ 1,474,890	\$ 468,816	\$ 468,816	\$ 1,006,074		

**Table 4: Cost of Residential Collection Services**

Cost	FY 14-15		FY 15-16		FY 16-17	
Labor Expense	\$ 201,576	\$ 208,461	\$ 215,586			
Collection Expense	\$ 53,906	\$ 55,563	\$ 57,404			
Admin Expense	\$ 8,843	\$ 8,885	\$ 8,929			
Disposal / Recycling	\$ 143,389	\$ 147,196	\$ 151,136			
Overhead Allocation	\$ 39,635	\$ 41,022	\$ 42,457			
Roll Cart Expense	\$ -	\$ 6,032	\$ 6,756			
Truck Replacement	\$ 21,467	\$ 35,781	\$ 50,525			
Total Collection Cost	\$ 468,816	\$ 502,940	\$ 532,793			
Residential Customer Count	1,147	1,147	1,147			
Cost of Service Rate	\$ 408.73	\$ 438.48	\$ 464.51			
Current Rate	\$ 277.08	\$ 277.08	\$ 277.08			
Revenue Shortfall per Customer	\$ (131.65)	\$ (161.40)	\$ (187.43)			
Asset Replacement Costs	\$ 18.72	\$ 36.45	\$ 49.94			

**Table 5: Commercial Subsidy**

Fiscal Year	Annual Subsidy
FY 2014-15	\$ 151,005
FY 2015-16	\$ 185,129
FY 2016-17	\$ 214,982

**Table 6: Commercial Waste Volume Assumptions**

Business Type	Waste Volume	Unit of Measurement
Hotel	35 gallons	Room
Business First Floor	65 gallons	Office
Business Second Floor	35 gallons	Office
Business Other Areas	65 gallons	Office
Apartment	35 gallons	Apartment Unit
Commercial Harding Ave	1 yard	week
Liquor / Food Package	2 yafd	week
Service Stations	1 yard	week
Restaurant - per seat	35 gallons	Per Seat
Bar	35 gallons	Per Seat
Post Office	1 yard	week

**Table 7: Commercial Collection Cost by Activity and by the Yard**

Rate Components	FY 14-15		2015		FY 15-16		2016	
	Budget		Per Yard Rate	Budget	Per Yard Rate	Budget	Per Yard Rate	
Labor Expense	\$	439,802	\$	454,823	\$	454,823	\$	
Collection Expense	\$	110,307	\$	113,694	\$	113,694	\$	
Admin Expense	\$	1,157	\$	1,162	\$	1,162	\$	
Truck Replacement	\$	44,327	\$	73,884	\$	73,884	\$	
Disposal	\$	222,362	\$	230,144	\$	230,144	\$	
Overhead Allocation	\$	81,841	\$	84,706	\$	84,706	\$	
Residential Subsidy	\$	151,005	\$	185,129	\$	185,129	\$	
Total Cost	\$	1,050,801	\$	1,143,542	\$	1,143,542	\$	
Annual Collected Yards		48,774		43,897		43,897		
Collection Cost per Yard			\$	21.54	\$	21.54	\$	
<b>Sample Rate Calculation</b>								
Collection Cost	\$	280.07						
Container Rent	\$	15.89						
Total Cost	\$	295.96						

**Table 8: Monthly Commercial Container Collection Rate**

Volume	On-call	EOW		1		2	
65 gal cart	\$ 15	\$ 20	\$ 31	\$ 62			
95 gal cart	\$ 18	\$ 26	\$ 45	\$ 90			
2 yard	\$ 55	\$ 106	\$ 199	\$ 386			
3 yard	\$ 81	\$ 156	\$ 296	\$ 576			

**Table 9: Annual Commercial Container Collection Rate**

Volume	EOW		1		2	
65 gal cart	\$ 240	\$ 372	\$ 744			
95 gal cart	\$ 312	\$ 540	\$ 1,080			
2 yard	\$ 1,272	\$ 2,388	\$ 4,632			
3 yard	\$ 1,872	\$ 3,552	\$ 6,912			

Working Capital  
 \$ 25,282  
 2.11

**Table 10: Cost of Service Rate Impacts**

Service	FY 14-15	FY 15-16	FY 16-17	FY 17-18
	Annual Residential Rate	\$ 277.08	\$ 330.88	\$ 400.78
Monthly Rate Increase	\$ -	\$ 4.48	\$ 5.83	\$ 6.39
Commercial Rate Subsidy per Yard	\$ 3.10	\$ 2.53	\$ 1.50	\$ -

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Customers	1,297	1,147	150
Customer Allocation Percentages		<b>88.4%</b>	<b>11.6%</b>
Collected Material Tons	4,539.50	1,491	3,048
Collected Material Percentages		<b>33%</b>	<b>67%</b>

**Table 3: Allocated Collection Costs**

Cost	Allocation Method	FY 14-15			FY 16-17		
		Residential	Commercial	Total	Residential	Commercial	Total
Labor Expense	labor hours	\$ 201,576	\$ 439,802	\$ 641,378	\$ 201,576	\$ 439,802	\$ 641,378
Collection Expense	route hours	\$ 53,906	\$ 111,310	\$ 165,216	\$ 53,906	\$ 111,310	\$ 165,216
Admin Expense	customers	\$ 8,843	\$ 1,157	\$ 10,000	\$ 8,843	\$ 1,157	\$ 10,000
Disposal / Recycling	tons / actual	\$ 143,389	\$ 301,377	\$ 444,766	\$ 143,389	\$ 301,377	\$ 444,766
Overhead Allocation	route hours	\$ 39,635	\$ 81,841	\$ 121,476	\$ 39,635	\$ 81,841	\$ 121,476
Container Expense	actual	\$ -	\$ 26,261	\$ 26,261	\$ -	\$ 26,261	\$ 26,261
Truck Replacement	route hours	\$ 21,467	\$ 44,327	\$ 65,793	\$ 21,467	\$ 44,327	\$ 65,793
Total Cost		\$ 468,816	\$ 1,006,074	\$ 1,474,890	\$ 468,816	\$ 1,006,074	\$ 1,474,890

**Table 4: Cost of Residential Collection Services**

Cost	FY 14-15		FY 15-16		FY 16-17	
	Residential	Commercial	Residential	Commercial	Residential	Commercial
Labor Expense	\$ 201,576	\$ 439,802	\$ 208,461	\$ 464,51	\$ 215,586	\$ 464,51
Collection Expense	\$ 53,906	\$ 111,310	\$ 55,563	\$ 111,310	\$ 57,404	\$ 111,310
Admin Expense	\$ 8,843	\$ 1,157	\$ 8,885	\$ 1,157	\$ 8,929	\$ 1,157
Disposal / Recycling	\$ 143,389	\$ 301,377	\$ 147,196	\$ 301,377	\$ 151,136	\$ 301,377
Overhead Allocation	\$ 39,635	\$ 81,841	\$ 41,022	\$ 81,841	\$ 42,457	\$ 81,841
Roll Cart Expense	\$ -	\$ 26,261	\$ 6,032	\$ 26,261	\$ 6,756	\$ 26,261
Truck Replacement	\$ 21,467	\$ 44,327	\$ 35,781	\$ 44,327	\$ 50,525	\$ 44,327
Total Collection Cost	\$ 468,816	\$ 1,006,074	\$ 502,940	\$ 1,006,074	\$ 532,793	\$ 1,006,074
Residential Customer Count	1,147		1,147		1,147	
Cost of Service Rate	\$ 408.73	\$ 464.51	\$ 438.48	\$ 464.51	\$ 464.51	\$ 464.51
Current Rate	\$ 277.08	\$ 277.08	\$ 277.08	\$ 277.08	\$ 277.08	\$ 277.08
Revenue Shortfall per Customer	\$ (131.65)	\$ (187.43)	\$ (161.40)	\$ (187.43)	\$ (187.43)	\$ (187.43)
Asset Replacement Costs	\$ 18.72	\$ 49.94	\$ 36.45	\$ 49.94	\$ 49.94	\$ 49.94

**Table 5: Commercial Subsidy**

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Commercial Harding Ave	1 yard	week
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Service Stations	1 yard	week
Restaurant - per seat	35 gallons	Per Seat
Bar	35 gallons	Per Seat
Post Office	1 yard	week

Table 7: Commercial Collection Cost by Activity and by the Yard

Rate Components	FY 14-15		2015		FY 15-16		2016		FY 16-17		2017	
	Budget		Per Yard Rate	Budget	Per Yard Rate	Budget	Per Yard Rate	Budget	Per Yard Rate	Budget	Per Yard Rate	
Labour Expense	\$	439,802	\$ 9.02	\$ 454,823	\$ 9.33	\$ 470,370	\$ 9.64					
Collection Expense	\$	110,307	\$ 2.26	\$ 113,694	\$ 2.33	\$ 117,459	\$ 2.41					
Admin Expense	\$	1,157	\$ 0.02	\$ 1,162	\$ 0.02	\$ 1,168	\$ 0.02					
Truck Replacement	\$	44,327	\$ 0.91	\$ 73,884	\$ 1.51	\$ 104,329	\$ 2.14					
Disposal	\$	222,362	\$ 4.56	\$ 230,144	\$ 4.72	\$ 238,199	\$ 4.88					
Overhead Allocation	\$	81,841	\$ 1.68	\$ 84,706	\$ 1.74	\$ 87,671	\$ 1.80					
Residential Subsidy	\$	151,005	\$ 3.10	\$ 185,129	\$ 3.80	\$ 214,982	\$ 4.41					
Total Cost	\$	1,050,801	\$ 21.54	\$ 1,143,542	\$ 23.45	\$ 1,234,177	\$ 25.30					
Annual Collected Yards		48,774		43,897		39,507						
Collection Cost per Yard		\$	\$ 21.54	\$	\$ 26.05	\$	\$ 31.24					
<b>Sample Rate Calculation</b>												
Collection Cost	\$	280.07										
Container Rent	\$	15.89										
Total Cost	\$	295.96										

Table 8: Monthly Commercial Container Collection Rate

Volume	On-call	EOW	1	2	3	4	5	6
65 gal cart	\$ 15	\$ 20	\$ 31	\$ 62	\$ 93	\$ 124	\$ 155	\$ 186
95 gal cart	\$ 18	\$ 26	\$ 45	\$ 90	\$ 135	\$ 180	\$ 225	\$ 270
2 yard	\$ 55	\$ 106	\$ 199	\$ 386	\$ 573	\$ 759	\$ 946	\$ 1,133
3 yard	\$ 81	\$ 156	\$ 296	\$ 576	\$ 856	\$ 1,136	\$ 1,416	\$ 1,696

Table 9: Annual Commercial Container Collection Rate

Volume	EOW	1	2	3	4	5	6
65 gal cart	\$ 240	\$ 372	\$ 744	\$ 1,116	\$ 1,488	\$ 1,860	\$ 2,232
95 gal cart	\$ 312	\$ 540	\$ 1,080	\$ 1,620	\$ 2,160	\$ 2,700	\$ 3,240
2 yard	\$ 1,272	\$ 2,388	\$ 4,632	\$ 6,876	\$ 9,108	\$ 11,352	\$ 13,596
3 yard	\$ 1,872	\$ 3,552	\$ 6,912	\$ 10,272	\$ 13,632	\$ 16,992	\$ 20,352

Working Capital  
\$ 25,282  
2.11

Table 10: Cost of Service Rate Impacts

Service	FY 14-15	FY 15-16	FY 16-17	FY 17-18
Annual Residential Rate	\$ 277.08	\$ 330.88	\$ 400.78	\$ 477.45
Monthly Rate Increase	\$ -	\$ 4.48	\$ 5.83	\$ 6.39
Commercial Rate Subsidy per Yard	\$ 3.10	\$ 2.53	\$ 1.50	\$ -



# Memorandum

**To:** Mayor, Vice Mayor and Commissioners  
**From:** Duncan Tavares, TEDACS Director  
**Date:** 10/8/2014  
**Re:** Possible dates for a rescheduled Joint Meeting of the Town Commission and Tourist Board.

---

The following are possible dates for a Joint Meeting of the Town Commission and Tourist Board:

Monday October 27, 2014

Monday November 24, 2014

Monday December 8, 2014

Please advise on your availability and on whether the 6:00pm start time is convenient for you or if you prefer 7:00pm.

(The DVAC meetings on October 27 and November 24 can be rescheduled)