



**Town of Surfside
Town Commission Meeting
AGENDA**

November 18, 2014

7 p.m.

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

1. Opening

- A. Call to Order**
- B. Roll Call of Members**
- C. Pledge of Allegiance**
- D. Mayor and Commission Remarks** – Vice Mayor Eli Tourgeman
- E. Agenda and Order of Business** Additions, deletions and linkages
- F. Community Notes** – Vice Mayor Eli Tourgeman

2. Quasi-Judicial Hearings

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

A. 801- 88th Street Variance – Sarah Sinatra, Town Planner **Page 1-18**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN SURFSIDE, FLORIDA CONSIDERING THE APPLICATION OF 801-88th STREET TO PERMIT A VARIANCE FROM THE REQUIREMENTS OF SECTION 90-54.5 OF THE TOWN OF SURFSIDE CODE OF ORDINANCES; TO CONNECT A DETACHED GARAGE TO THE HOME TO ALLOW THE EXISTING SINGLE FAMILY HOME TO CONVERT THE GARAGE TO ADDITIONAL LIVING SPACE; PROVIDING FOR RECOMMENDATION OF APPROVAL; PROVIDING FOR AN EFFECTIVE DATE.

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 19 - 30**
October 14, 2014 Regular Commission Meeting
- B. Budget to Actual Summary as of August 30, 2014 – Donald Nelson, Finance Director **Page 31 - 34**
- *C. Town Manager’s Report – Michael P. Crotty, Town Manager **Page 35 - 48**
- *D. Town Attorney’s Report – Linda Miller, Town Attorney **Page 49 - 53**
- *E. Projects Progress Report – Calvin, Giordano and Associates, Inc. **Page 54 - 55**
- F. Committee Reports – Michael P. Crotty, Town Manager **Page 56 - 59**

- September 30, 2014 Planning and Zoning Board Meeting Minutes

- G. Expenditure of Forfeiture Funds for Fiscal Year 2014-2015 – David Allen, Chief of Police **Page 60 - 64**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, PROVIDING FOR THE FISCAL YEAR 2014/2015 POLICE CONFISCATION FUND EXPENDITURE IN THE AMOUNT OF \$83,300.00 FROM THE FORFEITURE FUND TO SUPPORT CRIME PREVENTION INITIATIVES, COMMUNITY-BASED PROGRAMS AND LAW ENFORCEMENT EQUIPMENT; PROVIDING FOR AUTHORIZATION AND APPROVAL; PROVIDING FOR AN EFFECTIVE DATE.

- H. Mutual Aid Agreement between the Village of Indian Creek Public Safety Department and the Town of Surfside Police Department – David Allen, Chief of Police **Page 65 - 75**

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA ACKNOWLEDGING THE MUTUAL AID AGREEMENT BETWEEN THE TOWN OF SURFSIDE POLICE DEPARTMENT AND THE VILLAGE OF INDIAN CREEK PUBLIC SAFETY 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.

- I. Mutual Aid Agreement between the City of Miami Beach Police Department and the Town of Surfside Police Department- David Allen, Chief of Police Page 76 - 85**

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA ACKNOWLEDGING THE VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT BETWEEN THE TOWN OF SURFSIDE, FLORIDA AND THE CITY OF MIAMI BEACH, FLORIDA; 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.

- J. Mutual Aid Agreement between the Village of Miami Shores Police Department and the Town of Surfside Police Department – David Allen, Chief of Police Page 86 - 96**

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA ACKNOWLEDGING THE MUTUAL AID AGREEMENT BETWEEN THE TOWN OF SURFSIDE, FLORIDA AND THE MIAMI SHORES VILLAGE, FLORIDA; 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.

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)

- 1. An Ordinance Amending Town Code Section 90-52 “Required Clearances” and Striking Town Code Section 90-92 “Sight Triangles and Clearances” – Joe Damien, Code Compliance Director Page 97 - 103**

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.

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

B. First Reading Ordinances

1. **10% Windows for Each Story – Sarah Sinatra, Town Planner Page 104 - 108**

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.

2. **Single Family District Paint Colors – Sarah Sinatra, Town Planner Page 109 - 113**

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.

3. **Ordinance Amending Section 2-235 “Lobbying” – Sandra Novoa, CMC, Town Clerk Page 114 - 118**

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.

5. Resolutions and Proclamations

(Set for approximately N/A p.m.) (Note: Depends upon length of Good and Welfare)

- A. A Resolution Strongly 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 – Vice Mayor Tourgeman Page 119 - 135**

A RESOLUTION OF THE TOWN OF SURFSIDE STRONGLY 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 ALLOW THE TOWN TIME TO PREPARE CRITERIA TO HELP GUIDE FUTURE DEVELOPMENT INTO THE DESIRED DEVELOPMENT PATTERN AND TO ANALYZE AND TO STUDY THE IMPACT TO THE TOWN; PROVIDING FOR INCORPORATION OF RECITALS; 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. Solid Waste Rates** – Donald Nelson, Finance Director/Joseph Kroll, Public Works Director **Page 136 - 156**
- B. Harding Avenue Business District Bench Sponsorship** – Duncan Tavares, TEDACS Director **157 - 165**
- C. Bal Harbour Village Sanitary Sewer Force Main** – Donald Nelson, Finance Director **Page 166 - 221**
- D. Request to Increase Lot Coverage Percentage** – Commissioner Barry Cohen **Page 222**
- E. Possible dates for a rescheduled Joint Meeting of the Town Commission and Tourist Board** – Duncan Tavares, TEDACS Director **Page 223**
- F. Status Update on Beach Related Items** – Michael P. Crotty, Town Manager **[TIME CERTAIN 8:30 PM] Page 224 - 231**
- G. Donation in the amount of \$500 to Ruth K. Broad Carnival Ride** – Michael P. Crotty, Town Manager **[Verbal] Page 232 – 233**

10. Adjournment

Respectfully submitted,



Michael P. Crotty
Town Manager

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

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.

RESOLUTION NO. 14-Z-____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN SURFSIDE, FLORIDA CONSIDERING THE APPLICATION OF 801-88th STREET TO PERMIT A VARIANCE FROM THE REQUIREMENTS OF SECTION 90-54.5 OF THE TOWN OF SURFSIDE CODE OF ORDINANCES; TO CONNECT A DETACHED GARAGE TO THE HOME TO ALLOW THE EXISTING SINGLE FAMILY HOME TO CONVERT THE GARAGE TO ADDITIONAL LIVING SPACE; PROVIDING FOR RECOMMENDATION OF APPROVAL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the property, a single family home is located on 801-88th Street within the Residential Single Family H30B Zoning District; and

WHEREAS, Section 90-54.5 of the Town of Surfside Code of Ordinances prohibits connecting an accessory structure to the primary structure due to the reduced setbacks afforded an accessory structure in the H30B Zoning District; and

WHEREAS, the property currently has a detached garage that is separated by five feet to the home and has an existing condition that provides for a five (5) foot separation between the building, which has proved to be an issue for drainage and maintenance; and

WHEREAS, an accessory structure is permitted to have a five (5) foot rear setback, while the primary structure is required to have a twenty (20) foot rear setback; thus, by connecting the accessory structure to the primary structure, the primary structure will result in a reduced overall setback; and

WHEREAS, the applicant is proposing to connect the garage to the home and convert the garage to additional living space; and

WHEREAS, Section 90-36 of the Town of Surfside Code of Ordinances provides for variance application and review; and

WHEREAS, the property was constructed in 1951 and the original plans showed the garage attached to the home and later revised plans showed a five (5) foot breezeway separating the garage from the home, which has resulted in water pooling problems due to the location of the two separate roofs converging on the five (5) foot breezeway; and

WHEREAS, the breezeway was the result of a previous owner prior to the Town's Code being adopted, and the current owners wish to retain the integrity of the existing property, but provide for a sustainable solution to the drainage and maintenance issues; and

WHEREAS, the literal interpretation of the Town Code would result in a non-sustainable condition for the property where there exist water intrusion concerns due to a poor design of two (2) roofs converging on a five (5) foot area; and

WHEREAS, the hardship is a result of the Town's Code provision intended to avoid the construction of an accessory structure with a reduced setback being modified and connected to the primary structure with the intent of creating a larger home; and

WHEREAS, granting the variance is not intended to assist the applicant in achieving greater financial return, rather the applicant wishes to expand the home for additional living space and avoid water intrusion and maintenance issues; and

WHEREAS, granting the variance is specific to the conditions within the property, meaning the existence of the five (5) foot breezeway between the garage and home which is unusual, and the variance will result in less maintenance issues for the property owner; and

WHEREAS, the requested variance is the minimum needed to connect the garage to the home; and

WHEREAS, the variance is consistent with the intent of the Comprehensive Plan, Town of Surfside Code, compatible with the neighborhood and will not diminish or impair property values within the neighborhood; and

WHEREAS, the Town Staff recommends approval of the variance; and

WHEREAS, the Planning and Zoning Board reviewed the Application on October 30, 2014 and unanimously recommended approval of the Application to the Town Commission and the Town Planner recommends approval of the variance.

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

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

Section 2. Variance. The Town Commission finds the requested variance meets the variance criteria set forth in Section 90-36 of the Town of Surfside Code of Ordinances and recommends a variance from the requirements of Section 90-54.5 of the Town of Surfside Code of Ordinances to allow the existing single family home to convert the garage to additional living space from the prohibition of connecting an accessory structure to the primary structure due to the reduced setbacks. (See Attachment "A" Commission Communication dated November 18, 2014 from Sarah Sinatra Gould, AICP, Town Planner).

Section 3. Effective Date. This resolution becomes effective upon 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



Town of Surfside Commission Communication

Agenda #

Agenda Date: November 18, 2014

Subject: 801 88th Street -Gato Variance

From: Sarah Sinatra Gould, AICP, Town Planner

Background: The property owner, Jeanette Gato, is requesting variance from the Town of Surfside Code for the property at 801 88th Street. The property currently has a detached garage that is separated by five feet to the home. The owner is proposing to connect the garage to the home and convert the garage to additional living space. Section 90-54.5 of the Town Code prohibits connecting an accessory structure to the primary structure due to the reduced setbacks afforded an accessory structure. An accessory structure is permitted to have a five foot rear setback, while the primary structure is required to have a 20 foot rear setback. By connecting an accessory structure to the primary structure, the primary structure will result in a reduced overall setback. The existing condition provides for a five foot separation between the buildings, which has proved to be an issue for drainage and maintenance.

Analysis: Existing Home with location of five foot separation indicated



Variance Criteria

(1) Special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same zoning district;

This property was constructed in 1951. The original plans showed the garage attached to the home. Three weeks later, revised plans showed a five foot breezeway separating the garage from the home, which has resulted in water pooling problems due to the location of the two separate roofs converging.

(2) The special conditions and circumstances do not result from the actions of the applicant or a prior owner of the property;

The home has a breezeway which was the result of a previous owner prior to the Town's Code being adopted. The current owner wishes to retain the integrity of the existing home, but provide for a sustainable solution to the drainage issue.

(3) Literal interpretation of the provisions of the Town Code deprives the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the Town Code and results in unnecessary and undue hardship on the applicant;

The literal interpretation of the Town Code results in a non-sustainable condition for the property where there are water intrusion concerns due to a poor design of two roofs converging on a five foot area.

(4) The hardship has not been deliberately or knowingly created or suffered to establish a use or structure which is not otherwise consistent with the Town of Surfside Comprehensive Plan or the Town Code;

The hardship is a result of the Town's Code provision intended to avoid the construction of an accessory structure with a reduced setback being modified and connected to the primary structure with the intent of creating a larger home. In this case, the home and accessory structure were constructed in 1951. Now that the new property owner has had the home evaluated, they have discovered the most efficient and sustainable method of retaining the home is to enclose the 5 X 15.5 foot breezeway.

(5) An applicant's desire or ability to achieve greater financial return or maximum financial return from his property does not constitute hardship;

Granting of the variance is not intended to assist the applicant in achieving greater financial return, rather the applicant wishes to expand her home for additional living space and avoid water intrusion issues.

(6) *Granting the variance application conveys the same treatment to the applicant as to the owner of other lands, buildings, or structures in the same zoning district;*

The granting of the variance is specific to the conditions within this property. The home was developed in 1951 with a five foot breezeway between the garage and home. This is unusual and will result in less maintenance issues for the property owner.

(7) *The requested variance is the minimum variance that makes possible the reasonable use of the land, building, or structure; and*

The requested variance is the minimum needed to connect the garage to the home. The home has a 20 foot interior side setback, where they only need five feet. The homeowner could have chosen to build more square footage on the property by right without the need for a variance, but have chosen to maintain the smaller scale and appearance of the structure.

(8) *The requested variance is in harmony with the general intent and purpose of the Town of Surfside Comprehensive Plan and the Town Code, is not injurious to the neighborhood or otherwise detrimental to the public safety and welfare, is compatible with the neighborhood, and will not substantially diminish or impair property values within the neighborhood.*

The proposed addition is generally consistent with the intent of the Comprehensive Plan and the Town of Surfside Code. The existing structure, as well as the proposed addition is compatible with the neighborhood. The proposed aesthetics of the home will not diminish or impair property values within the neighborhood.

Budget Impact: Staff review fees are being paid by the applicant through cost recovery.

Growth Impact: N/A

Staff Impact: N/A

Staff Recommendation: The Planning and Zoning Board unanimously recommended approval of the variance. Staff recommends the Town Commission approve the variance.



Sarah Sinatra Gould, AICP, Town Planner

Michael Crotty, Town Manager

Attachments:

1. Pictures
2. Application
3. Justification Statement



North Elevation



South East

JOYCE GATO RESIDENCE

801 88 STREET
SURFSIDE FLORIDA



South -East View



South-West View

JOYCE GATO RESIDENCE

801 88 STREET
SURFSIDE FLORIDA





Area of Requested Variance



Area of Requested Variance

JOYCE GATO RESIDENCE

801 88 STREET
SUNSHINE BEACH FLORIDA





Courtyard Area



North-East Corner

JOYCE GATO RESIDENCE

801 88 STREET
SURFSIDE, FLORIDA





North Side Neighbor



North Side Neighbor

JOYCE GATO RESIDENCE

801 88 STREET
SUNSHINE BEACH, FLORIDA





South-West Neighbor



South -West Neighbor

JOYCE GATO RESIDENCE

801 88 STREET
SURFSIDE FLORIDA





**TOWN OF SURFSIDE
GENERAL VARIANCE APPLICATION**

A complete submittal includes all items on the "Submission Checklist for General Variance Application" document as well as completing this application in full. The owner and agent must sign the application with the appropriate supplemental documentation attached. Please print legibly in ink or type on this application form.

PROJECT INFORMATION	
OWNER'S NAME	<u>Jeannette Gato / Joyce Gato</u>
PHONE / FAX	<u>305 864 0945</u>
AGENT'S NAME	<u>Ari Sklar Architect</u>
ADDRESS	<u>2310 Hollywood Blvd., Hollywood 33020</u>
PHONE / FAX	<u>954-925-9292 / 954-925-6292</u>
PROPERTY ADDRESS	<u>801 88th St</u>
ZONING CATEGORY	<u>H30B</u>
DESCRIPTION OF VARIANCE REQUESTED (please use separate sheet)	<u>CONNECTING MAIN HOUSE TO EXISTING DETACHED GARAGE WHICH IS LOCATED IN REAR SETBACK.</u>

INTERNAL USE ONLY	
Date Submitted _____	Project Number _____
Report Completed _____	Date _____
Comments _____	

ZONING STANDARDS	Required	Provided
Lot Coverage	<u>40% MAX</u>	<u>SEE PLANS</u>
Dimension of yards	<u>SEE PLANS</u>	<u>SEE PLANS</u>
Setbacks (F/R/S)	<u>SEE PLANS</u>	<u>SEE PLANS</u>
Parking	<u>2 CARS</u>	<u>2 CARS</u>
Loading	<u>N/A</u>	<u>—</u>
Pervious Area	_____	_____

Jeannette Gato 10-7-14
SIGNATURE OF OWNER DATE

[Signature] 10-9-14
SIGNATURE OF AGENT DATE



- Written Narrative of request that addresses each of the following standards of review:**
 - Special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same zoning district;
 - The special conditions and circumstances do not result from the actions of the applicant or a prior owner of the property;
 - Literal interpretation of the provisions of the Town Code deprives the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the Town Code and results in unnecessary and undue hardship on the applicant;
 - The hardship has not been deliberately or knowingly created or suffered to establish a use or structure which is not otherwise consistent with the Town of Surfside Comprehensive Plan or the Town Code;
 - An applicant's desire or ability to achieve greater financial return or maximum financial return from his property does not constitute hardship;
 - Granting the variance application conveys the same treatment to the applicant as to the owner of other lands, buildings, or structures in the same zoning district;
 - The requested variance is the minimum variance that makes possible the reasonable use of the land, building, or structure; and
 - The requested variance is in harmony with the general intent and purpose of the Town of Surfside Comprehensive Plan and the Town Code, is not injurious to the neighborhood or otherwise detrimental to the public safety and welfare, is compatible with the neighborhood, and will not substantially diminish or impair property values within the neighborhood.
- Such additional data, maps, plans, or statements as the Town may require to fully describe and evaluate the particular proposed plan.



**TOWN OF SURFSIDE
SUBMISSION CHECKLIST
GENERAL VARIANCE APPLICATION**

Project Name GATO RESIDENCE Project Number _____
Review Date _____

SUBMITTAL REQUIREMENTS FOR REVIEW (Permit clerk shall initial if item has been submitted):

- Fee
 - Residential \$1,500
 - Non-Residential \$5,000
- Completed "General Variance Application" form
- Statements of ownership and control of the property, executed and sworn to by the owner or owners of one hundred (100) percent of the property described in the application, or by tenant or tenants with the owners' written, sworn consent, or by duly authorized agents evidenced by a written power of attorney if the agent is not a member of the Florida Bar.
- The written consent of all utilities and/or easement holders if the proposed work encroaches into any easements *N/A*
- Survey less than one (1) year old (including owner's affidavit that no changes have occurred since the date of the survey). A survey over one (1) year is sufficient as long as the property has not changed ownership and the owner provides an affidavit that no changes change occurred since the date of the survey.
- Recent photographs of the subject property and all abutting, diagonal and fronting properties visible from the street. (to be provided prior to Design Review Board Meeting)
- Site Plan (Minimum scale of 1" = 20').
 - ✓ Two (2) full sized sets of complete design development drawings (24" x 36" sheets) signed and sealed
 - ✓ Fifteen (15) reduced sized copies of the plans (11" x 17" sheets) (to be provided prior to Design Review Board Meeting)

Please show / provide the following (if applicable):

- Tabulations of total square footage, lot coverage, setbacks and acreage
- Entire parcel(s) with dimensions and lot size in square feet
- Existing and proposed buildings with square footage
- Buildings to be removed
- Setbacks
- Dimensions and locations of all existing and proposed right-of-ways, easements and street frontage, including sidewalks, curb and gutter and planting strips
- All existing and proposed site improvements, including, but not limited to, all utilities, retaining walls, fences, decks and patios, driveways and sidewalks, signs, parking areas, and erosion control features
- Location of all existing and proposed trees, vegetation, palms and note tree species
- Locations and dimensions of parking spaces and lot layout
- A map indicating the general location of the property.

SKLARchitecture



October 14th, 2014

Sarah Sinatra Gould, Planning Department Director
Town of Surfside, Town Hall
9293 Harding Avenue,
Surfside, FL 33154

RE: Criteria Statement & Variance Application for
801 88th Street, Surfside FL 33154 Gato Residence

ARCHITECTURE
Commercial
& Residential

Dear Sarah Sinatra Gould and Planning Board,

Interior
Architecture
& Design

Our firm is the architect for the current owner of the property. It is our hope that the City and the Planning Board will support the variance being requested as part of this application. We strongly believe this variance will enhance the subject property and improve this area of 88th Street.

Urban
Renovation

The property consists of a single family home on a 6,860sq.ft. corner lot. The existing home is presently 1,795sq.ft. The house was constructed in 1951 with a detached garage of approximately 321sq.ft. We propose to connect the garage to the house as was originally planned in the microfilm drawings. The home has been neglected for many years and has been an eye sore for the neighborhood. Therefore, the following minor variance is being requested by the new owner of the subject property.

Architectural
Design of
Children's
Environments

- 1) Variance of the rear setback to allow for the connection of the garage structure to the main house.

Development
Consulting

VARIANCE CRITERIA

(1) Special conditions and circumstances exists which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same zoning district;

2310 Hollywood Blvd.

Hollywood

This property was developed in 1951 on the corner of Emerson Avenue and 88th street with a detached garage creating a narrow and unsightly separation to the main house after being vacant for some time is now ready for renovations which will be an improvement to the neighborhood over its existing condition.

Florida 33020

Tel: 954.925.9292

Fax: 954.925.6292

email:

(2) The special conditions and circumstances do not result from the actions of the applicant or a prior owner of the property;

mail@sklarchitect.com

WEBSITE:

www.sklarchitect.com

The existing single family home, built around 1951 appears to have setbacks determined by the frontage on 88th street, rather than the Emerson Avenue street frontage. It is unclear when the setback requirements may have changed as this code requirement has been in place since 1960, and the home was constructed prior to the original code adoption. The proposed addition is an interior or infill addition that does not extend beyond the existing setback encroachments.

AA 0002849

IB 0000894

NCARB CERTIFIED



Ari Sklar, A.I.A.
Oscar Sklar, A.I.A.



(3) Literal interpretation of the provisions of the Town Code deprives the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the Town Code and results in unnecessary and undue hardship on the applicant;

The rear setback requirements creates an undue hardship on the property owner. The existing garage area is virtually unusable being separated from the main structure it creates an unsafe area prone to constant maintenance and deterioration. In the case of this corner lot, there is plenty of buildable area on the north side that will be left open to the sky virtually "replacing" the setback area that could be in the rear if the garage did not exist. Requiring the single story addition to be built with a setback based on the rear setback requirement will create an architecturally inferior profile, unusable areas, and a difficult and complicated situation for the home owner. The proposed addition to infill the void space and connect the existing garage, is architecturally consistent and does not increase the existing encroachment.

(4) The hardship has not been deliberately or knowingly created or suffered to establish a use or structure which is not otherwise consistent with the Town of Surfside Comprehensive Plan or the Town Code;

The hardship is a result of the home being constructed in 1951. The structure and its proposed 2'-7"x13'-0" foot addition is within scale for this lot and the block in which it is situated. Many of the lots in the immediate area also have the 5 foot rear setbacks as the construction of these homes predate the current code requirements.

(5) An applicant's desire or ability to achieve greater financial return or maximum financial return from his property does not constitute hardship;

Granting of the variance is not intended to assist the applicant in achieving greater financial return, rather the applicant wishes to expand the home in which they plan to occupy for many years. The granting of the variance will allow the project to move forward with a more attractive and functional appearance while improving the look of the neighborhood, which has seen this house vacant for some time.

(6) Granting the variance application conveys the same treatment to the applicant as to the owner of other lands, buildings, or structures in the same zoning district;

The granting of the variance is specific to the conditions within this lot. This is an odd situation with a small detached garage constructed in 1951 with setbacks based on the width of the lot, rather than the frontage of the lot.

(7) The requested variance is the minimum variance that makes possible the reasonable use of the land, building, or structure; and

The applicant is requesting to construct the infill addition within the existing first floor wall planes to provide structural integrity of the building and for architectural aesthetics.

SKLARchitecture



(8) The requested variance is in harmony with the general intent and purpose of the Town of Surfside Comprehensive Plan and the Town Code, is not injurious to the neighborhood, or otherwise detrimental to the public safety and welfare, is compatible with the neighborhood, and will not substantially diminish or impair property values within the neighborhood.

The proposed addition is generally consistent with the intent of the Comprehensive Plan and the Town of Surfside Code. The existing structure, as well as the proposed addition is compatible with the neighborhood. The proposed aesthetics of the home and the addition including improvements which include a pool, new roof and landscaping will not diminish or impair property values within the neighborhood.

Sincerely,

A handwritten signature in blue ink, appearing to be 'A. Sklar', with a long horizontal stroke extending to the right.

Ari L. Sklar - AIA, NCARB
President



**Town of Surfside
Town Commission Meeting
MINUTES
October 14, 2014
7 p.m.**

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

1. Opening

A. Call to Order

Mayor Dietch called the meeting to order at 7:05 P.M.

B. Roll Call of Members

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

C. Pledge of Allegiance

Chief Allen led the Pledge of Allegiance

D. Mayor and Commission Remarks – Mayor Daniel Dietch

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

Commissioner Karukin pulled Item 20 CRS - page 41 and Item 3G Mobile App - page 69

Mayor Dietch pulled Item 34 - page 6, Item 15 – page 38, Item 24 – page 42, and Item from page 48

Commissioner Cohen made a motion to move up Item 9F - Request to Increase Lot Coverage Percentage and be heard between 7:45-8:00 p.m. The motion received a second from Vice Mayor Tourgeman and all voted in favor.

F. Community Notes – Mayor Daniel Dietch

Mayor Dietch announced the upcoming community events which can be found on the Town's website. Vice Mayor Tourgeman urged the community to vote and familiarize themselves with the issues. He also mentioned a Miami Herald article regarding neighboring Indian Creek and how the article gave a positive view of Surfside as it is upgrading.

G. Town Manager Recruitment Update – Colin Baenziger, Colin Baenziger & Associates

Mr. Baenziger gave an update on the issue and said they have received 51 applications to date. He wanted the Commission to be aware of the fact that many potential candidates they have tried to recruit are already in the salary range or higher

than what is being offered by Surfside. The Commission is scheduled to interview the final candidates on November 20, 2014. There was some discussion as to the date and the process that follows. Commissioner Cohen suggested that after the individual interviews the Commission get together and discuss their views and then do their rankings. Commissioner Olchyk wanted to be assured that a potential candidate finds the salary being offered acceptable. She also wanted to be assured that all references and various items are verified and checked. Commissioner Olchyk is not in favor of reimbursement of travel expenses for an interview. Mr. Baenziger replied and said all items will be checked and as to salary he again reiterated that the reason some were not interested was they were already in the salary range being offered. As to travel expenses, he said that would be up to the Commission.

Commissioner Karukin said we should not close the door on a potentially good candidate because they are out of town and we should pay their travel expense. The Mayor agreed and by a nod of head and for the record the majority of the Commission agreed with the Mayor and Commissioner Karukin that travel expenses should be paid by Surfside.

Mayor Dietch directed the Town Manager to go forth and schedule a date as soon as possible that is acceptable to members of the Commission.

Commissioner Cohen asked Mr. Baenziger what he was looking for in a candidate for Surfside and also why he thinks that city has gone through so many managers. As to the frequency of town managers in Surfside he said the reasons vary as to perhaps the right person was not selected, to a manager being worn. He mentioned the amount of meetings the town manager was required to attend which sometimes resulted in a 60-80 hour week.

2. Quasi-Judicial Hearings (None)

3. Consent Agenda

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

A. Minutes – Sandra Novoa, CMC, Town Clerk

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

***C. Town Manager's Report** – Michael P. Crotty, Town Manager

***D. Town Attorney's Report** – Linda Miller, Town Attorney

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

F. Committee Reports – Michael P. Crotty, Town Manager

- 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

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.

Approved on consent.

Pulled Items: (deferred) Commissioner Karukin - Item 41 and Item 3G
Mayor Dietch - Item 6, Item 38, Item 42 and Item from page 48

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)

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**

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

Recording Clerk Frantza Duval read the title of the ordinance.

Director Damien presented the item.

Vice Mayor Tourgeman made a motion for discussion. The motion received a second from Commissioner Cohen.

Town Attorney Miller had an amendment to Item E which she read.

Vice Mayor Tourgeman made a motion to approve with the Amendment of Item E. The motion received a second from Commissioner Olchyk and all voted in favor.

Public Speakers:

-Clara Diaz-Leal Parker thanked the Commission and Director Damian for working with the community on this issue as they now feel more comfortable about their safety and privacy. She also asked that if there is clearance they be allowed to have taller bushes. She also talked about the traffic issue.

-George Espinel wanted to thank all. He also mentioned having new stop signs in certain areas.

-Deborah Cimadevilla thanked the Commission and all involved in addressing this issue. She also spoke about traffic concerns.

2. Medical Marijuana Ordinance – Sarah Sinatra, Town Planner (deferred)

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.

Item was not heard

3. 10% Windows for Each Story – Sarah Sinatra, Town Planner (deferred)

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.

Item was not heard

4. Single Family District Paint Colors – Sarah Sinatra, Town Planner (deferred)

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

Item was not heard

5. Ordinance Amending Section 2-235 “Lobbying” – Sandra Novoa, CMC, Town Clerk (deferred)

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.

Item was not heard

5. Resolutions and Proclamations

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

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 93RD AND 94TH 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.

Vice Mayor Tourgeman presented the item.

Mayor Dietch had some issues and questions that were not satisfactorily addressed so was uncomfortable with going forth with the resolution at this time. Manager Crotty and Town Planner Sinatra gave more details on the issue. There was further discussion on the item and Leoncio delaPena also spoke on the topic.

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

Commissioner Karukin made a motion to extend the meeting a half hour. The motion received a second from Commissioner Cohen. The motion failed 3-2 with Mayor Dietch and Commissioner Karukin in favor and Vice Mayor Tourgeman, Commissioner Olchyk and Commissioner Cohen in opposition.

Mayor Dietch apologized to the public who attended the meeting and wished to speak on an issue that has been deferred due to non-extension of meeting.

B. Resolution Approving CGA Work Authorization No. 88 – Michael P. Crotty, Town Manager (deferred)

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.

Item was not heard

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

Mayor Dietch opened the meeting to Good and Welfare.

Public Speakers:

-George Kousolas spoke about some construction that was done overnight and many residents were upset over the noise. He thanked the Town Manager for his help and it was cleared up. Hopefully there will be better communication from the State to the town when work has to be done. He agrees with the Mayor in finding out now just what the second story at the community center could hold.

-Jeff Platt is a pet owner and is very upset over the fact that people walk their pets on the beach without a leash. There are signs that say no pets on beach and feels it is not enforced. He has called the Police Dept and no one comes.

-Louis Cohen said that several months ago at a Commission meeting he suggested an email account so that residents who cannot attend the meetings have a way to interact with the Commission.

-Eliana Salzhauer was on the committee and outvoted as to doing an analysis on the community center to see what it can or cannot hold. She also had concerns about downed wires around town and when trying to get it resolved everyone tells her it is someone else's responsibility. The town has to take care of the issue.

-Barbara McLaughlin asked about the street lights which have been out for a while on 94th Street and Collins Avenue. She also was concerned about the timing of the special meeting held by the Commission and that the general public was not aware as it was not advertised well or televised and placing notices in the Gazette is not enough. Town Manager Crotty said that anyone wishing to know about special meetings could provide their email address to staff as special blasts do go out with such information.

Mayor Dietch addressed some of the issues mentioned and gave an update on some. He suggested a pilot program regarding Mr. Cohen's request regarding public interaction during meetings. Police Chief Allen responded to the issue of unleashed dogs on the beach and said warnings and citations have been issued. He also said police respond to all calls and there is a daily detail that monitor the beach.

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

9. Mayor, Commission and Staff Communications

A. Harding Avenue Business District Bench Sponsorship – Duncan Tavares, TEDACS Director (**deferred**)

B. Citizens Survey – Duncan Tavares, TEDACS Director (**deferred**)

C. Parking Solution – Michael P. Crotty, Town Manager (**deferred**)

D. Update on Sand and Beach Management Issues – Michael P. Crotty, Town Manager

Manager Crotty gave an update on the issue. Commissioner Olchyk asked if the Surf Club will be paying for the removal of sand if deemed necessary from testing results. Manager Crotty said the Surf Club indicated they will participate. Mayor Dietch said that after turtle season was over, it was his understanding that the Surf Club will sift the sand to assure it is free of debris and Manager Crotty confirmed. There was further discussion on the matter.

Vice Mayor Tourgeman made a motion to move forward with \$11,400 to Land Science for final testing on beach sand. The motion received a second from Commissioner Karukin. The motion passed 4-1 with Commissioner Cohen voting in opposition. The Mayor wanted it made clear that the Town of Surfside is the client and all communication will be with the Town.

Public Speakers:

-ReneeTischler expressed her concerns about removal of sand and future testing of sand.

-Monica Grandezee has concerns about moving sand around and the actions of the Chateau and wants them to work with the community.

-George Kousolas had concerns regarding testing of sand and what does the Surf Club mean when they say they will participate and ultimately who will be paying for this. He also expressed some other concerns regarding the sand.

-Jeff Platt had concerns regarding Miami-Dade removing the cliffs and escarpment and mixing it in with existing sand. He also said he spoke to the Surf Club and it was indicated to him that they will not remove the sand and feels the community is not getting correct information.

-Deborah Cimadevilla expressed her views on the issue and suggested that an Ordinance or regulation is put in place so this cannot happen in the future.

-Marianne Meischeid had concerns about moving the sand around before testing is done.

Mayor Dietch asked that we have a regulation and ordinance on the books for the next meeting so we do not have these problems as future development is coming.

Vice Mayor Tourgeman made a motion to direct the Town Manager to move forward rapidly with town regulation and ordinances regarding development regulation. The motion received a second from Commissioner Karukin and all voted in favor.

Vice Mayor Tourgeman made a motion to move to Item 4B1 and then to Item 5A. The motion received a second from Commissioner Karukin and all voted in favor.

E. Bal Harbour Village Sanitary Sewer Force Main – Donald Nelson, Finance Director (deferred)

F. Request to Increase Lot Coverage Percentage – Commissioner Barry Cohen

Commissioner Cohen presented the item and said it was brought up before the Planning and Zoning Committee and they were receptive to it. The feedback he has gotten from the community is that more young families are moving into the area and the demographics have changed. Vice Mayor Tourgeman said years ago people abided by the code and if they wanted something different they applied for a variance. Today it seems when someone wants something different we just change the code and wanted people to be aware of that. He also said he believed that the Planning and Zoning Board wanted to look into a more conceptual design before moving forward.

Town Planner Sarah Sinatra said the homeowner did not take the option of applying for a variance but went straight to the Commission and the Commission directed her to place it on the agenda at Planning and Zoning. She was asked by Planning and Zoning to bring back more text and graphics as to expansion of ground floor coverage and she will present that at the next P&Z Meeting.

Public Speaker Charles Ness spoke in support of the item and said P&Z was supportive of even a larger percentage of ground coverage expansion than what he was requesting as long as it didn't impinge on current setbacks. He has a petition with over 100 signatures supporting the item.

Mayor Dietch directed the Town Planner to build into her report the possibility of limiting any second story expansion of a house and the impact on a single lot, a lot and a half, and two lots. Planner Sinatra said this was discussed at P&Z without limitations of second story expansion and the Mayor asked if she could present both options.

Vice Mayor Tourgeman made a motion to take Item 9D next. The motion received a second from Commissioner Karukin and all voted in favor.

- G. Enterprise Resource Planning (ERP) Proposal** – Donald Nelson, Finance Director (**deferred**)
- H. Solid Waste Rates** – Donald Nelson, Finance Director / Joseph Kroll, Public Works Director (**deferred**)
- I. Possible dates for a rescheduled Joint Meeting of the Town Commission and Tourist Board** – Duncan Tavares, TEDACS Director (**deferred**)
- J. Surfside Seawall Replacement Project Bid Value Engineering** – Chris Giordano, CGA {*To be delivered Separately*} (**deferred**)
- K. Traffic Mitigation Plan for Surfside and Bal Harbour – Advanced Transportation Engineering Consultants** – Chief David Allen
Chief Allen introduced Rick Mitinger who gave a power point presentation on the study done. Commissioner Karukin asked if he could receive a copy of the slides as there were too many to present at this meeting. He also mentioned that it would be beneficial to have this report compared with previous traffic study done.
Public Speakers:
-Monica Grandezee questioned the analysis done on 90th and 91st Streets regarding a stop sign because it is incorrect on the slide presented.
-Renee Tischler wanted all to be aware that the corner of 90th Street and Harding is extremely dangerous as there is no light and one has very little time in crossing that intersection.
-Barbara Cohen mentioned the 94-95th Street traffic and said it is a terrible situation and it will get worse.
- L. Report on Community Center Second Floor Extension Committee Recommendation**– Tim Milian, Parks and Recreation Director
Director Tim Milian introduced Ms. Reta Logan Chair of the Parks and Recreation Committee who presented their recommendation which is to table the expansion of the second floor for two years.

Public Speakers:

- Eliana Salzhauer, Vice Chair of the Committee agreed with the Chair and said at this time we should not close the center for construction as it is very highly used.
- Barbara McLaughlin said the expansion of the center is important to the growing community. She suggested that we begin the pre-construction planning now.
- Barbara Cohen said we should get it moving in two years and begin the planning now.

Commissioner Karukin supports the recommendation of the Parks and Recreation Committee. However, he feels starting the process of planning now is not a good idea as in two years there may be more ideas, a new Commission, and it would be redone.

Commissioner Olchyk has worked closely with the Parks and Recreation Department as liaison. She praised the ad-hoc committee and said they were hard working and dedicated. She agrees with their recommendation to defer the construction for two years and agrees with Commissioner Karukin that we should not go forward with spending monies on preconstruction plans at this time.

Vice Mayor Tourgeman was against postponement of building the second floor and expanding the community center. He based his view after speaking with many residents who want to have a meeting room for events and also said that the center is mostly funded by tourist tax dollars. He feels that something that would benefit the residents as well as tourists should not be deferred.

Commissioner Cohen said from what he has heard this evening he thinks that the project should be delayed.

There was further discussion on the issue as to what the second floor would house. Mayor Dietch feels the Town Manger should begin an action plan as to what the required steps would be and said we have the funds now and perhaps there are things we can do such as an analysis of the building to see if it can support a second story. He asks the Commission to support his recommendation to have their expectations managed.

Commissioner Olchyk and Commissioner Karukin feel that we should not spend the money now for an analysis as it may have to be redone at the time we are ready to go forward and know exactly what the second story would house.

Commissioner Olchyk made a motion to approve the recommendation made by the Committee and defer the expansion of the second floor project for two years. The motion received a second from Commissioner Karukin. The motion carried 4-1 with Vice Mayor Tourgeman voting in opposition. Mayor Dietch voted to approve with the reservations he placed on the record.

Vice Mayor Tourgeman made a motion to take Good and Welfare next. The motion received a second from Commissioner Karukin and all voted in favor.

10. Adjournment

The meeting adjourned at 11:04 p.m.

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
August 31, 2014

AS OF

92% OF YEAR EXPIRED (BENCHMARK)

Agenda Item #

Page

1 of 3

Agenda Date: November 18, 2014

	ACTUAL	ANNUAL BUDGETED	% BUDGET
GOVERNMENTAL FUNDS			
GENERAL FUND			
REVENUE	\$ 10,987,036	\$12,197,616	90%
EXPENDITURES	9,718,793	\$12,197,616	80%
Net Change in Fund Balance	1,268,243		
Fund Balance-September 30, 2013 (Audited)	5,304,042 ^A		
Fund Balance-August 31, 2014 (Reserves)	<u>\$ 6,572,285</u>		
RESORT TAX (TEDAC SHARE)			
REVENUE	\$ 302,372 ^B	\$287,471	105%
EXPENDITURES	264,089	\$287,471	92%
Net Change in Fund Balance	38,283		
Fund Balance-September 30, 2013 (Audited)	94,497		
Fund Balance-August 31, 2014 (Reserves)	<u>\$ 132,780</u>		
POLICE FORFEITURE/CONFISCATION			
REVENUE	\$ 47,339	\$46,000	103%
EXPENDITURES	52,737	\$46,000	115%
Net Change in Fund Balance	\$ (5,398)		
Fund Balance-September 30, 2013 (Audited)	138,143		
Fund Balance-August 31, 2014 (Reserves)	<u>\$ 132,745</u>		
TRANSPORTATION SURTAX			
REVENUE	\$ 430,627	\$196,916	219%
EXPENDITURES	155,964	\$196,916	79%
Net Change in Fund Balance	274,663		
Fund Balance-September 30, 2013 (Audited)	131,475		
Fund Balance-August 31, 2014 (Reserves)	<u>\$ 406,138</u>		
CAPITAL PROJECTS			
REVENUE	\$ 1,212,417	\$1,054,770	115%
EXPENDITURES	1,396,463	\$1,054,770	132%
Net Change in Fund Balance	(184,046)		
Fund Balance-September 30, 2013 (Audited)	255,263		
Fund Balance-August 31, 2014 (Reserves)	<u>\$ 71,217</u>		

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 August 2014 are received in September 2014, the (Total collected through August 2014 is \$877,651) (\$302,372 is for TEDAC and \$575,279 is the General Fund).

ENTERPRISE FUNDS		ACTUAL	ANNUAL BUDGETED	% BUDGET
WATER & SEWER				
REVENUE	\$ 2,588,760	\$3,190,000	81%	
EXPENDITURES	2,050,853	\$3,190,000	64%	
Change in Net Position	537,907			
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-August 31, 2014 (Reserves)	\$ (3,563,943)			
MUNICIPAL PARKING				
REVENUE	\$ 943,051	\$1,052,185	90%	
EXPENDITURES	867,164	\$972,185	89%	
Change in Net Position	75,887			
Unrestricted Net Position-September 30, 2013 (Audited)	1,066,574			
Capital Project Expenses to date for Municipal Parking	-	\$80,000		
Unrestricted Net Position-August 31, 2014 (Reserves)	\$ 1,142,461			
SOLID WASTE				
REVENUE	\$ 1,219,166	\$1,336,241	91%	
EXPENDITURES	1,176,191	\$1,336,241	88%	
Change in Net Position	42,975			
Unrestricted Net Position-September 30, 2013 (Audited)	227,274			
Unrestricted Net Position-August 31, 2014 (Reserves)	\$ 270,249			
STORMWATER				
REVENUE	\$ 456,306	\$505,000	90%	
EXPENDITURES	310,213	\$505,000	61%	
Change in Net Position	146,093			
Unrestricted Net Position-September 30, 2013 (Audited)	2,520,512			
Restricted Net Position	347,140 C3			
Capital Project Expenses to date for Storm Water	(94,044)	\$0		
Unrestricted Net Position-August 31, 2014 (Reserves)	\$ 2,919,701			

NOTES:(con't)

C1. The reserves balance of (\$3,563,943) is the result of a change in current net position as of August 2014 of \$537,907, 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 August 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)
August 31, 2014

FUND	9/30/2011	9/30/2012	9/30/2013	8/31/2014
General	\$ 4,256,315	\$ 5,266,374	\$ 5,304,042	\$ 6,572,285
Resort Tax	184,867	171,496	94,497	132,780
Police Forfeiture	117,889	122,272	138,143	132,745
Transportation Surtax	239,760	122,302	131,475	406,138
Capital	399,754	132,783	255,263	71,217
Water & Sewer	2,692,379	(1,931,707)	(5,261,333)	(3,563,943)
Parking	1,385,581	1,258,325	1,066,574	1,142,461
Solid Waste	207,462	228,437	227,274	270,249
Stormwater	342,240	104,651	2,520,512	2,919,701
Total	\$ 9,826,247	\$ 5,474,933	\$ 4,476,447	\$ 8,083,633

TOWN OF SURFSIDE, FLORIDA

ATTACHMENT A

STATEMENT OF NET POSITION
PROPRIETARY FUNDS

SEPTEMBER 30, 2013

	Business-type Activities - Enterprise Funds				Totals
	Water and Sewer	Municipal Parking	Sanitation	Stormwater Utility	
Assets					
Current Assets					
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
Total Current Assets	702,938	1,124,627	365,648	2,957,998	5,151,211
Noncurrent Assets					
Investments	5,873	--	--	--	5,873
Restricted cash and cash equivalents	1,906,402	--	--	1,526,621	3,433,023
Capital Assets					
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)
Total Capital Assets, Net	22,557,189	2,359,420	65,768	3,130,423	28,112,800
Total Noncurrent Assets	24,469,464	2,359,420	65,768	4,657,044	31,551,696
Total Assets	25,172,402	3,484,047	431,416	7,615,042	36,702,907
Liabilities					
Current Liabilities					
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
Total Current Liabilities	5,603,626	127,869	61,388	313,586	6,106,469
Noncurrent Liabilities					
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
Total Noncurrent Liabilities	13,095,120	10,184	76,986	4,420,533	17,602,823
Total Liabilities	18,698,746	138,053	138,374	4,734,119	23,709,292
Deferred Inflows of Resources					
Unearned revenue	18,839	6,860	8,611	--	34,310
Net Position					
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)
Total Net Position	\$ 6,473,656	\$ 3,345,994	\$ 293,042	\$ 2,880,923	\$ 12,993,615

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



Town of Surfside

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

TOWN MANAGER'S REPORT NOVEMBER 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.

After conducting outreach on an update to this process, the following email was received:

From: Bryan, Gerald E. (MDT) [<mailto:gbryan@miamidade.gov>]

Sent: Monday, November 03, 2014 8:38 AM

To: 'Amber Riviere'; Toledo, Nestor (CITT); dtavares@townofsurfsidefl.gov; 'J C Jimenez'; bevans@sibfl.net

Cc: joldenburg@balharbour.org

Subject: RE: Municipal route maps

My staff has not yet had the opportunity to analyze the municipal services. We are presently in preparation for the MDT November service changes. I envision within the next couple of months having the available staff for this effort.

The TEDACS Director will continue to monitor the progress on this initiative.

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. However, due to length of the meeting it will be rescheduled.

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 December 9, 2014.

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

On October 29, 2014, Courtesy Notices were issued to both landlords and restaurateurs providing for a 15 day period to apply for and begin the approval process for sidewalk cafes. It is anticipated that beginning November 17, Civil Violation Notices will be issued to those who have not made application, and requiring that they cease and desist operating on the sidewalk. Failure to comply with the timelines in said Notices may result in sidewalk café furnishings and equipment to 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) or similar public solicitation 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. This will be an agenda item at the December Commission meeting.

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. A joint meeting of the Town Commission and Tourist Board is set for October 6, 2014 at 6 pm to discuss revising the Resort Tax Ordinance and to address the Board's governance, authority, and composition. An official tour of the Grand Beach Hotel Surfside was conducted on August 20, 2014 as part of an ongoing effort to forge synergy and a cooperative relationship between the Board and hotel. The joint meeting did not occur due to a lack of availability of participants. The next joint meeting awaits Town Commission commitment. Please note that some Tourist Board members are only available to meet on the regularly scheduled Tourist Board meeting date. (Action Item)

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. As the holiday tree lights have been installed, the Tourist Board voted at the November 3, 2014 meeting to have the tree lights be on from November 13, 2014. The holiday decorations and entrance feature lights will be installed in time for the Thanksgiving holiday.

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. (Provided as part of the consent agenda).* The item was approved at the November 6, 2014 Special Town Commission Meeting. Staff will work with the vendor and getting the app operational and will report back to the Commission with any pertinent updates.

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. At the November 3, 2014 meeting the Board approved moving ahead with the initiative but needs more time and information before providing a recommendation to the Town Commission. This initiative will be addressed by the Board over the next few months with updates provided to the Commission when available.

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. This item is now on the Town Commission agenda for November 18, 2014 (**Agenda Item**

INFRASTRUCTURE AND UTILITIES

9. 95th Street End Project

The 95th Street End Project is 90% complete. All of the concrete work, paver installation and landscaping is finished. The shower is installed and operational. We are waiting for the concrete bench, which will be located in the circle on the pavers; we are expecting delivery November 17, 2014 with installation by the end of that week. Foot traffic is now open to the public for access to the beach. This project was completed on time and \$2000.00 under proposed staff budget and approx. \$43,000.00 under outside contract.

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. Again, the item was deferred from the October meeting and was finally heard at the November 6, 2014 Special Commission Meeting. At this meeting the Commission directed CGA to contract with PAC COMM, INC to complete the seawalls listed as "Option 5". Option 5 included the following seawalls:

1. Carlyle Ave and 88th St
2. End of 88th St on Isles of Biscaya
3. 95th St and Bay Drive
4. Froude Ave and 88th St
5. Surfside Park

These walls will be completed for the budgetary cost of \$1,100,000.00. The Notice to Proceed with be issued in November 2014.

11. Biscaya Drainage

The project began on September 21, 2014. Staff worked diligently with minor delays and completed the underground work on November 7, 2014. Cleanup and removal of material is scheduled for the week of the 10th and new pavement is scheduled for the 19th and 20th of November. This project was a great accomplishment for the utility department as all work was performed in house with a savings to the Town of over \$100,000.00.

12. Town Hall Improvements

Town Hall

Town Hall roof and chiller system projects have begun. The roof portion of this project was completed on November 7, 2014. The chiller unit was delivered and installed October 27, 2014. We have five fresh air handlers will be installed the week of November 17th with the remaining connection and change-out of the old system to the new system the week of November 25th. Once the roof and A/C system are complete we will be able to address the inside portion of this project, replacing the ceiling tiles, carpet and painting the walls in the Commission Chambers, training room, code compliance office and the Police Chief's office. This project is scheduled for completion by the end of December.

PLANNING, ZONING AND DEVELOPMENT

13. 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. The Board will be determining if the Seaway should be granted historic designation at their November 19, 2014 meeting. 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 approved a Historic Preservation ordinance on first reading to amend the current provision. Staff reviewed the County's Historic Preservation amending ordinance sponsored by Commissioner Sally Heyman. Basically, if approved, 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 option in our home rule tool box.

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].

The next meeting of the County's Historic Preservation Board is scheduled for November 19 (day after the November Commission Meeting). A resolution will be presented to the Commission which provides Town direction/position. **(Agenda Item)**

14. 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. The work authorization was approved on November 6, 2014. Work will commence immediately. The Town Planner has been requested to establish, plan/schedule and to coordinate a "kick-off" meeting.

15. 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

16. November 4, 2014 Special Election - Seven Ballot Questions for the Town Charter

Based on preliminary (unofficial) results, Town residents approved five of the seven ballot questions on Charter Amendments. Ballot Questions (Qualification for Office) and Question 6 (Establishing Elected Official's Staggered Terms and Increasing Town Commissioner's Terms from two to four years) were not approved. A resolution will be prepared once the official results are received.

TOWN DEPARTMENTS

Building Department

17. FEMA National Flood Insurance Program (NFIP)

The follow-up visit date is pending and has not been determined.

18. Community Rating System (CRS)

The community verification visit date is pending and has not been determined

19. 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: 43
Time extensions granted: 0
Exempt from Certification: 3
Vacant commercial properties: 11
Sent to Code Enforcement for non-compliance: 9
150 day repair order: 1
On hold: 4
Inspections: 3

20. Development Projects

The Chateau

The Chateau is progressing with their underground parking garage and has completed the first of its major concrete pour operations.

The Surf Club

The Surf Club has continued its daily lane closures under approved MOT permits. The sky-mat, its major structural element consisting of 1200 plus cubic yards of concrete, is scheduled to be poured in early December.

The Marriott

The Marriott continues to conduct the majority of its operations from on-site with limited lane closures on Collins and Harding for delivery of materials.

21. Document Scanning

The scanning program continues to collect funds through its expired permit outreach effort. The fees collected under this project should fully fund the scanning program drawing no funds from the Building Services Department's budget. The sale of the scanner is pending.

Code Compliance Department

22. Sight Triangle (Hedges) and Corner Visibility

The Town Attorney drafted an Ordinance amending the existing Town Code sight triangle/corner visibility provisions which was approved by the Town Commission on first reading, and recommended by the Planning & Zoning Board at their October 2014 meeting. The second reading of Ordinance for final adoption is scheduled for the November 18, 2014 Commission Meeting, at which time the Administration will provide a policy and enforcement standards for the Commission's consideration. **(Agenda Item)**

Parks and Recreation

23. 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.

24. 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.

25. 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 and the contact person for new recruits.

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. Citizens Police Academy

The 13th Citizens Police Academy participants will graduate on November 17, 2014 at 6:00 pm in the Commission Chambers. The Academy was the best one ever with outstanding instructors and 25 residents attending.

F. 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 in the 9200 block of Byron Avenue was a safe and successful event. Over 100 glow sticks and 1000 bags of candy were distributed to children by police personnel. The streets were packed with families. There were no incidents or crimes reported. 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. Arrest

SPD detectives on November 9, 2014 arrested the subject who stole two Rolex watches valued at \$56,000 from a local Surfside business on October 29, 2014.

L. PAL Thanksgiving Event

SPD will participate and distribute food baskets for the Miami Beach Police Department PAL annual food drive on November 25, 2014

M. My Life My Power

Chief Allen and NRO Dianna Hernandez were recognized for their support for the My Life My Power anti-violence/ anti-bullying program by the Founder Daniel Puder at a gala event in Miami on November 1, 2014.

26. Human Resources

A. General Employees Union Representation

On November 6, the Town received a "Recognition-Acknowledgement Petition" from AFSCME Council 79. The petition was accompanied by employee signature cards which designate Florida Public Employees Council 79, AFSCME as their "collective bargaining agents in all matters pertaining to rate of pay, hours and other terms and condition of employment." At this time, I am merely notifying the Commission of the petition. The staff and special counsel met on November 10th to review the submitted documents.

B. Request for Commission Action on Personnel Salaries

During the first budget hearing on September 9th, the Commission passed 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 minutes show that the Commission approved this millage rate to avoid a substantially-reduced millage at the majority vote rate (4.6201 mills), which would have required an additional reduction of approximately \$500,000 in the FY 14/15 budget. However, this action has caused significant uncertainty and concern among our employees at all levels. In a previous memo to the Commission, I outlined the concerns and recommended Commission action:

- 1. Merit increase for Finance Director.** The Town Manager is solely responsible for personnel actions, including the evaluation of employees to determine whether merit increases are warranted. Since the Commission's action is contrary to this principle, I recommend that the Commission leave this matter to the Town Manager's discretion and rescind this merit-increase prohibition.
- 2. Funding for step-two salary adjustments designed to address salary disparities for five Department Heads.** At the 12/10/13 regular Commission meeting, the Commission discussed disparities in Department Head salaries. "*The Town Commission agreed that this issue is totally under the Town Manager's purview and to take necessary actions to assure fairness in the salaries of Department Heads.*" Following this direction and consistent with the Commission-approved Wage Study, I initiated a two-step plan to increase Department Head salaries in January and September 2014. The two-step phasing of the plan was to mitigate budget impacts for FY 13/14. The January increase was implemented, but the Commission cancelled the September increase at the 9/9/14 meeting. I understand that some Commission members felt that the proposed salary adjustments were excessive or even unwarranted. However, the Commission has already acknowledged that this is a fairness issue. Our Department Heads are loyal, dedicated employees who provide outstanding service; and the ones with the low salaries are the ones who have served us the longest. To recognize these employees and their value to our municipal operation, I recommend that the Commission consider the step-two salary adjustments as a stand-alone item independent of other issues and fund the second salary adjustments that were promised to them.

It was my intention to place this item on the November 6 meeting agenda; however, one member of the Commission could not attend. These two items deserve the attention of the full Commission; therefore, I recommend that they be placed on an agenda when the full Commission will be present. These are fundamental issues of fairness that must be addressed to ensure a sound personnel management system.


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 

CC: Michael P. Crotty, Town Manager

DATE: November 18, 2014

SUBJECT: Office of the Town Attorney Report for November, 2014

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

October 14, 2014	Town Commission Meeting
October 28, 2014	Quasi-Judicial Hearing – The Shul
October 29, 2014	Charter Amendment Ballot Questions Community Conversation
October 30, 2014	Planning and Zoning and Design Review Board Meeting
November 3, 2014	Tourist Board Meeting
November 6, 2014	Special Town Commission Meeting
November 17, 2014	Parks and Recreation/Community Center Expansion Committee Meeting

Ordinances prepared and reviewed for First Reading:

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

Ordinances prepared and reviewed for Second Reading:

- Corner Clearance

Resolutions prepared and reviewed:

- Historic Preservation Board Defer Designation for Six Months
- Resolution Acknowledging and Authorizing the Mutual Aid Agreement with City of Miami Beach
- Resolution Acknowledging and Authorizing the Mutual Aid Agreement with Miami Shores Village
- Resolution Acknowledging and Authorizing the Mutual Aid Agreement with Indian Creek Village
- Resolution Authorizing Expenditure of Forfeiture Funds to Support Crime Prevention Initiatives, Community-based Programs and Law Enforcement Equipment

Town Manager:

- Discussions with Miami-Dade County Attorney re: Historic Preservation
- Prepare legislation regulating marijuana
- Follow-up of ownership submerged lands Pointe Lake/North Lake
- Analysis of various parking structure propositions
- Follow-up revisions to City of Miami Beach - Surfside Sewage Conveyance Agreement
- Redraft final changes to USPS Leases
- Follow-up questions regarding RFP 2014-009 Grant Writing Services
- Draft regulations for increase lot coverage
- Draft regulations for uses in the Business District

Town Clerk:

- Follow-up November 4, 2014 Election results for Charter Ballot Questions
- Research re: Lobbyist Ordinance
- Public Records requests
- Research on Notice posting
- Review updated Florida Statutes for Persons governed by Ethics Laws; Mandatory Ethics Training

October 30, 2014 Planning and Zoning and Design and Review Board:

Design Review Board Applications:

- A. 9455 Collins Avenue - Monument sign
- B. 9458 Harding Avenue - Wall sign
- C. 9033 Emerson Avenue - New bathroom and a walk in closet to the master bedroom
- D. 9480 Bay Drive - New single-family house
- E. 9432 Bay Drive - Addition
- F. 8934 Froude Avenue - Garage conversion
- G. 8874 Dickens Avenue - First floor and second floor addition
- H. 801 - 88th Street - Addition

Planning and Zoning Agenda:

Quasi-Judicial Hearing

1. 801 - 88th Street Variance

PZ Board Sitting as the LPA:

1. Corner Clearance Ordinance

PZ Discussion items:

1. Lot Coverage
2. Future Agenda Items

Building Department/Code Enforcement/Planning:

- Grand Beach Maintenance Agreement
- Lot Coverage
- 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
- 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:

- Review terms of Agreement with Atlantic Broadband

Human Resource Department:

- On November 10, 2014, the Town Manager, Human Resource Director, Town Attorney and Special Counsel met with a Representative of AFSCME Council 79 to discuss the Recognition-Acknowledgement Petition received by the Town on November 6, 2014.

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:

- Meeting re: Film Ordinance
- DeckBike – CitiBike
- Endlessly Organic
- Review Bench Agreement

Public Works:

- Preparation of draft RFP for Landscape Services
- Review for revisions to the Stormwater Utility Fees Ordinance
- On-going preparation and review for Agreement with Bal Harbour for Force Main Project

Police Department:

- Follow up and update to Red Light Camera program

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 93rd 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. This claim has settled. The Town has elected to carry a \$5000.00 deductible stop loss; therefore FMIT will be invoicing the Town for \$5,000.00.

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. Petitioner, Pieter Bakker has recently filed a Third Amended Petition for Writ of Certiorari.

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.
November, 2014

1. **Planning and Community Development** –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. Planning staff attended the September 17, 2014 Historic Preservation Board meeting to request an additional six month deferral to continue coordinating efforts with the County Staff, which was granted by the Board. Planning staff will commence an analysis on the zoning criteria for the block between Collins Avenue and Harding Avenue in November. A resident requested that the Town consider increasing lot coverage to 50% from 40% of a lot. Staff has prepared an analysis for discussion at Planning and Zoning and Town Commission. An ordinance addressing this request will be on an upcoming Commission meeting. Fort Capital has submitted a site plan application for the property known as the Surf Club apartments. This application will be reviewed and revised as necessary to meet code requirements. Once all code requirements are met, public meetings will commence. Staff continues to answer approximately 85-100 zoning questions monthly and reviews permit applications.

2. **Information Technology & TV Broadcasts** - IT has received quotes from Triad Security for two additional cameras at the Community Center. The display banner computer for the broadcast system has been upgraded. A new copier has been installed at the Community Center. IT is waiting on Public Works to add a network cable in the gas pump area so the pump can be converted to digital. IT is awaiting approval from Finance to upgrade all users from Microsoft Office 2010 to Office 2013.

3. **Public Utilities / Engineering** – **Public Utilities / Engineering** – The 1 year warranty video of the sanitary sewer mains has commenced and is 100% 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 –

<u>Funding Status:</u>	<u>Amount</u>	<u>Amount Received</u>
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
TOTAL	\$11,270,381	\$9,225,928

***Request # 3 has been submitted for the full \$9,312,881. The final report has been submitted to the state.**

4. **Town-Owned Seawall Repair** – This item was presented at the November 6, 2014 Special Commission Meeting and received direction to proceed with Option 5 (total of 5 walls) for the budgeted amount of \$1,100,000.00. CGA has begun discussions with FIND regarding the revised grant application package. The revised package requests the full grant amount of \$1.1M (50% match) with the reduced scope. After obtaining written approval from FIND confirming that the full grant funding will remain in place, CGA will issue a Notice to Proceed to the Contractor (PAC COMM INC).
5. **Biscaya Island Drainage Project** – Town Staff has installed all drainage structures but one (south end). Piping is approx. 95% complete. The check valve has been installed in the pipe exiting the north end seawall; east end check valve remains to be installed. Roadway Restoration will likely commence next week. Project was delayed due to dewatering permit requirements; completion should occur within the first week of December.



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

Town Hall Commission Chambers
9293 Harding Ave., 2nd Floor
Surfside, Florida 33154

**SEPTEMBER 30, 2014
7:00 PM**

MINUTES

DESIGN REVIEW BOARD

1. CALL TO ORDER

Chair Lindsay Lecour called the meeting to order at 7:03 pm.

2. ROLL CALL

Recording Clerk Frantza Duval called the roll with the following members present: Board Member Peter Glynn, Chair Lindsay Lecour, Vice Chair Jacob Kligman and Design and Review Board Member Jorge Gutierrez. Board Member Moisha Rubenstein, Board Member Armando Castellanos and Design and Review Board Member Jessica Weiss were absent.

Board Member Armando Castellanos arrived at 7:04 p.m.

Design and Review Board Member Weiss arrived at 7:06 p.m.

Commissioner Cohen attended as liaison and arrived at 7:27 p.m.

3. APPROVAL OF MINUTES: August 27, 2014

Design and Review Board Member Gutierrez made a motion to approve. The motion received a second from Vice Chair Kligman and all voted in favor with Board Members Rubenstein, Castellanos and Weiss absent.

4. DESIGN REVIEW BOARD APPLICATIONS:

A. Request of the Owner of Property located at 8945 Dickens Avenue

The applicant is requesting after the fact approval of a garage conversion for their single family home. Town Planner Sarah Sinatra presented the item. Staff is recommending approval upon plans to install planter.

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

5. DISCUSSION ITEMS:

A. Corridor analysis discussion

Town Planner Sarah Sinatra gave an update on item and said she is preparing a proposal to be placed on the agenda for the next Commission meeting. However, she wanted the Board to discuss the item and get their input before doing so. She said the area she gets the most calls for development are between 94th-88th Street.

Design and Review Board Member Gutierrez would like more information on what is being planned. Chair Lecour would like to see massing models and wants to look at the potential development of each corridor. Breezeways and walkways should also be considered. She also would like information on the existing conditions in these areas as well as the usage and what would be prohibited. Parking should also be considered.

6. ADJOURNMENT.

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

PLANNING AND ZONING BOARD
MINUTES

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: Board Member Peter Glynn, Chair Lindsay Lecour, Vice Chair Jacob Kligman and Board Member Armando Castellanos. Board Member Moisha Rubenstein was absent.

3. APPROVAL OF MINUTES: August 27, 2014

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

4. DISCUSSION ITEMS:

A. Resident request to increase lot coverage

Town Planner Sarah Sinatra presented the item. Public Speaker Charles Ness who is requesting the additional room to his residence explained the importance of changing the zoning code on this issue. Steve Bernard also spoke on behalf of Mr. Ness and gave a detailed overview of the existing zoning code and how it limits residences from expanding. The need to keep families from moving out of the area is something to be considered.

There was discussion regarding the size of lots, especially the 5,600 size lots, and the codes for expansion. Second floor expansion was also discussed. Board Member Glynn was in favor of expansion for the first floor but would like restrictions on second floor expansion. Board Member Castellanos agreed with Board Member Glynn that restriction be placed on the second story over the addition. There was much discussion on the item especially expansion of the second floor. Different options were presented from the Board.

The Board was open to the concept of expansion of the first floor up to 50% lot coverage on lots of 5,600 or less and wants to explore whether there be further restrictions for second floor expansion. Town Planner Sinatra will explore massing of the first floor vs. second floor and prepare additional information with illustrations. The item will be placed on the agenda as a discussion item at the next meeting.

B. Modification of uses in the business district

Vice Mayor Eli Tourgeman presented the item and for the record, read what he presented to the Commission on September 9, 2014. "I have noted the proliferation of the new service usage located in the town business district. I am concerned, as others in the town, about these uses taking up the space in the district which would otherwise be available for restaurants and other retail establishments. I believe that restaurants and retail uses are preferable in the downtown, specifically and especially on the street level in order to generate more pedestrian traffic and a more lively downtown and an activity of greater economic value to the district and the town. In consideration, I propose that the Commission ask the Town Planner Sarah Sinatra and other appropriate town staff to study ways in which to encourage retail and restaurant usage in the downtown. This should include proposed changes in the town zoning code that might include for example, restrictions on the location of new service uses to the second floor and, to amend the zoning code and to bring the proposed ordinance to the town Planning and Zoning Board for discussion and then to the town Commission." Vice Mayor Tourgeman said the main reason was to allow more retail and restrict service areas to the second floor.

Town Planner Sinatra suggested different options such as restrictions for first and second floor, the option of distance requirements, and the option of limiting the number of services on the first floor.

Public Speakers

-Anthony Martucie said the town has good potential to grow but it needs revamping as there are too many of the same businesses on the same block. He feels what is being proposed this evening as to distance requirements is good. It would not only help the town but the existing businesses as well.

-Annette Schrader is in support of limiting the number of same services that can open.

Board Member Glynn had concerns regarding too many restrictions may result in empty stores.

The Board gave direction to Town Planner Sinatra that they were in favor of distance requirements such as one type of business per block, per first floor.

C. Future agenda items

1. Prevent using other municipality names on signage
2. Revisit Harding/Collins corridor analysis; preliminary discussion November
3. Meeting dates, October 30, 2014 and November combined with December 11, 2014

5. REPORT OF PERMITS ISSUED FOR THE MONTH OF AUGUST 2014.


Building Official Ross Prieto gave an update.

6. ADJOURNMENT.

There being no further business to come before the Planning and Zoning Board the meeting adjourned at 8:41 p.m.

Accepted this 30 day of October, 2014

Attest:



Sandra Novoa
Town Clerk



Chair Lindsay Lecour



Town of Surfside Commission Communication

Agenda Item # 3G

Agenda Date: November 18, 2014

Subject: Expenditure of Forfeiture Funds for Fiscal Year 2014-2015

Objective: To utilize forfeiture funds to support crime prevention initiatives, community-based programs, and law enforcement equipment for use by law enforcement personnel that supports law enforcement activities.

Background: Forfeiture funds may be used for law enforcement purposes only including supporting community policing activities, law enforcement training, law enforcement operations, law enforcement equipment, crime awareness programs, and community-based initiatives. Although the expenditures have been authorized in the budget, the Town Commission must also approve a specific resolution.

Analysis:

1. The Police Department conducts crime prevention initiatives, programs, and training and distributes crime prevention material for children, residents and businesses throughout the year. The training and programs and materials include the Citizens Police Academy, monthly crime prevention workshops, school career days, Police Explorer Program, Teen Summer Police Camp, Seniors in Surfside program, Holiday Toy Drive, Reserve Police Officers Program, residential and commercial security surveys, victim awareness seminars, Citizens Patrol, Bike with the Chief, Eye on Surfside neighborhood watch signage, Halloween Safety Night, self-defense classes, crime mapping and alerting system. Projected cost \$7,000.
2. The patrol mobile laptop program allows officers to electronically complete their reports and conduct criminal and driver license checks on the road. The project includes the cost for the lease of the laptops, the software, and the air cards. Projected cost \$28,000.
3. The Police Department also purchases special police equipment throughout the fiscal year. This equipment may include weapons, weapon accessories, ammunition, simunition, leased vehicles, body armor, telecommunication undercover cellular

phones, electronic surveillance, office supplies, fitness and training. Projected cost \$10,000.

4. Automatic Vehicle Locators and service plan for the police fleet. Projected cost \$20,800.
5. Preparation for annual Department of Justice forfeiture audit. Projected cost \$1,500.
6. Live Scan electronic fingerprinting system. Projected cost is \$16,000.

Budget Impact:

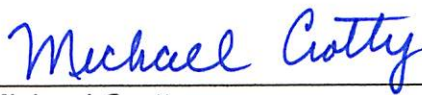
The total projected expenditure from forfeiture fund is \$83,300. The forfeiture fund balance is \$122,595 as of September 30, 2014.

Staff Impact: N/A

Recommendation: It is recommended that the Surfside Town Commission approve the resolution to utilize \$83,300 from forfeiture funds to support crime prevention initiatives and materials, community-based programs and events, the patrol mobile laptop project, law enforcement special equipment, automatic vehicle locators, part time crime analyst, fingerprinting system, and preparation for annual Department of Justice audit.



David Allen
Chief of Police



Michael Crotty
Town Manager

RESOLUTION NO. 14 – _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, PROVIDING FOR THE FISCAL YEAR 2014/2015 POLICE CONFISCATION FUND EXPENDITURE IN THE AMOUNT OF \$83,300.00 FROM THE FORFEITURE FUND TO SUPPORT CRIME PREVENTION INITIATIVES, COMMUNITY-BASED PROGRAMS AND LAW ENFORCEMENT EQUIPMENT; PROVIDING FOR AUTHORIZATION AND APPROVAL; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Chief of Police of the Town of Surfside has determined that the appropriation and expenditure of funds is necessary to support crime prevention initiatives, community-based programs, and law enforcement equipment for use by law enforcement personnel that supports law enforcement activities; and

WHEREAS, the total expenditure from forfeiture funds is \$84,300.00 for the following items: (1) \$7,000.00 for crime prevention initiatives, programs, training, and materials and for promotional activities for community-based initiatives; (2) \$28,000.00 for patrol mobile laptop program lease and air card; (3) \$20,000.00 for law enforcement equipment, training, travel and overtime; (4) \$20,800.00 for automatic vehicle locators and service plan for the police fleet; (5) \$1,500.00 for preparation for annual Department of Justice forfeiture audit; and (6) \$16,000.00 for Live Scan electronic fingerprinting system.

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

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

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

Section 2. Confiscation Fund Expenditures and Authorization and Approval. Based on the attached Certificate of the Police Chief, the Town Commission hereby authorizes and approves the Police Confiscation Fund expenditures for the Fiscal Year 2014/2015 in the amount of \$83,300.00 to support crime prevention initiatives, community-based programs, and law enforcement equipment for use by law enforcement personnel that supports law enforcement activities as set forth in Attachment "A."

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

PASSED and ADOPTED this ____ day of _____, 2014.

Motion by _____,

Second by _____.

FINAL VOTE ON ADOPTION

Commissioner Berry 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

ATTACHMENT "A"
CERTIFICATE OF CHIEF OF POLICE

I, DAVID E. ALLEN, Chief of Police of the Town of Surfside, do hereby certify the expenditures for \$83,300.00.00 from the Town of Surfside Confiscation Fund for the 2013/2014 Fiscal Year budget complies with provisions Section 881(e)(3) of Title 21, United States Code and Florida Statute Section 932.7055:

- (1) \$7,000.00 for crime prevention initiatives, programs, training, and materials and for promotional activities for community-based initiatives;
- (2) \$28,000.00 for patrol mobile laptop program lease and air card;
- (3) \$20,000.00 for law enforcement equipment, training, travel and overtime;
- (4) \$20,800.00 for automatic vehicle locators and service plan for the police fleet;
- (5) \$1,500.00 for preparation for annual Department of Justice forfeiture audit;
- (7) \$16,000.00 for Live Scan electronic fingerprinting system.

Dated: _____

David E. Allen
Chief of Police



Town of Surfside Commission Communication

Agenda Item # 3H

Agenda Date: November 18, 2014

Subject: Mutual Aid Agreement between the Village of Indian Creek Public Safety Department and the Town of Surfside Police Department

Objective: To extend mutual aid in the form of law enforcement services and resources between the Village of Indian Creek Public Safety Department and Surfside Police Department for requesting operational assistance in law enforcement intensive situations and emergencies and for assistance of a routine law enforcement nature that crosses jurisdictional lines

Background: The Town of Surfside Police has mutual aid agreements with many Miami-Dade County law enforcement agencies. The Town of Surfside and the Village of Indian Creek are so located in relation to each other that it is an advantage of each to receive and extend mutual aid in the form of law enforcement services and resources. The current Mutual Aid Agreement will expire on December 31, 2014. The new Mutual Aid Agreement (attachment A) between the Town of Surfside Police Department and Village of Indian Creek Public Safety Department would be in effect until January 1, 2020.

Budget Impact: N/A

Staff Impact: N/A

Recommendation: It is recommended that the Surfside Town Commission approve the resolution authorizing the Mutual Aid Agreement between the Town of Surfside Police Department and the Village of Indian Creek Public Safety Department.



David Allen, Chief of Police



Michael Crotty, Town Manager

RESOLUTION NO. 14 - _____

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA ACKNOWLEDGING THE MUTUAL AID AGREEMENT BETWEEN THE TOWN OF SURFSIDE POLICE DEPARTMENT AND THE VILLAGE OF INDIAN CREEK PUBLIC SAFETY 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.

WHEREAS, law enforcement agencies can only benefit when they work in close cooperation with each other and in partnership with each other; and

WHEREAS, the Town of Surfside and the Village of Indian Creek are located in relation to each other; and

WHEREAS, it is an advantage of both the Police Departments of the Town Surfside and Indian Creek Village to extend mutual aid in the form of law enforcement services and resources in response to the continued need of providing the highest level of public safety; and

WHEREAS, the Commission of the Town of Surfside considers it is in the best interest of the Town to enter with the Village of Indian Creek Public Safety Department into the Mutual Aid Agreement (Attachment "A") due to the indispensable need for public safety.

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. Authorization and Approval. The Town Commission authorizes and approves the Town Manager and Chief of Police to execute and implement the Mutual Aid Agreement between the Town of Surfside Police Department and the Village of Indian Creek Public Safety Department (Attachment "A").

Section 3. 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, Town Clerk

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



Linda Miller, Town Attorney

MUTUAL AID AGREEMENT

Between the Village of Indian Creek Public Safety Department And the Town of Surfside Police Department

WHEREAS, it is the responsibility of the governments of the **Village of Indian Creek**, Florida and the **Town of Surfside**, Florida to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or Emergency situation; and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or likely to be, beyond the control of the services, personnel, equipment or facilities of the participating municipal police departments; and

WHEREAS, in order to ensure the preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the participating **Miami-Dade County** municipalities; and

WHEREAS, the participating Miami-Dade County municipalities have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a mutual aid agreement.

NOW, THEREFORE, BE IT KNOWN, that the **Village of Indian Creek**, subdivision of the State of Florida, and the , in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. Short title: Mutual Aid Agreement
2. Description: Since the Mutual Aid Agreement provides for the requesting rendering of assistance for both routine and law enforcement intensive situation this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement as described in Chapter 23 Florida Statutes.
3. Definitions:
 - A. **Joint Declaration:** A document which enumerates the various conditions of Situation where aid may be requested or rendered pursuant to this agreement, as concerned agency heads, the joint declaration shall be filed with the clerks of the respective political subdivisions and shall thereafter become part of this Agreement. Said declaration may be amended or supplemented at any time by the agency heads by filing subsequent declaration with the clerks of the respective political subdivisions.

- B. **Agency or participating law enforcement agency.** Either the **Village of Indian Creek Public Safety Department** or the **Town of Surfside Police Department**.
- C. **Agency Head:** Either the Chief of the **Village of Indian Creek Public Safety Department**, or the Chief's designees, and the Chief of Police of the **Town of Surfside Police Department** or the Chief's designees.
- D. **Participating municipal police department:** The police department of any municipality in **Miami-Dade County**, Florida that has approved and executed this Agreement upon the approval of the governing body of the municipality.
- E. **Certified law enforcement employee:** Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

4. Operations:

- A. In the event that a party to this agreement is in need of assistance as specified in the applicable joint declaration, an authorized representative of the police department requiring assistance shall notify the agency from whom such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and has available resources, and will respond in a manner deemed appropriate.
- B. Each party to this Agreement agrees to furnish necessary manpower, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided however, that no party shall be required to deplete unreasonably its own manpower, equipment, facilities, and other resources and services in rendering such assistance.
- C. the agency heads of the participating law enforcement agencies, or the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisor control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

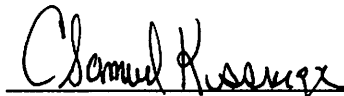
5. Powers, Privileges, Immunities, and Costs:

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

- B. The political subdivision having financial responsibility for the law enforcement agency providing the services, personnel, equipment or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.
 - C. The Political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to the Agreement shall compensate all of its employees rendering aid pursuant to this Agreement, during the time of rendering of such aid and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid for due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.
 - D. All exemption from ordinances and rules, and all pension, insurance, relief, disability, workers compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorial under the provisions of this Mutual Aid Agreement. The provision of this Agreement shall apply with equal effect to paid and auxiliary employees.
6. **Indemnification:** The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action or claim for damages resulting from any and all acts or conduct of employees of said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.
7. **Forfeitures:** It is recognized that during the course of the operation of the Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.
8. **Conflicts:** Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23 Florida Statutes.

9. **Effective Date and Duration:** This Agreement shall be in effect from date of signing, through and including January 1, 2020, under no circumstances may the Agreement be renewed, amended or extended except in writing.
10. **Cancellation:** This Agreement may be canceled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the Chief executive officers of the parties hereto.


AGREED AND ACKNOWLEDGED this ____ day of _____ 2013.



C. Samuel Kissinger, Village Manager
Indian Creek Village, Florida

Michael Crotty, Town Manager
Town of Surfside, FL

ATTEST:




Marilane Lima, Village Clerk
Indian Creek Village, Florida

ATTEST:

Sandra Novoa, City Clerk
Town of Surfside, FL

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



Steve Helfman, Village Attorney
Indian Creek Village, Florida

APPROVED AS TO FORM &
LEGAL SUFFICIENCY

Linda Miller, Town Attorney
Town of Surfside, FL.

JOINT DECLARATION OF THE CHIEF OF INDIAN CREEK VILLAGE PUBLIC SAFETY DEPARTMENT AND THE CHIEF OF POLICE OF THE TOWN OF SURFSIDE POLICE DEPARTMENT PURSUANT TO MUTUAL AID AGREEMENT

A deputy sheriff or police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the mutual aid agreement when:

Participating in law enforcement activities that are pre-planned and Approved by each respective agency head, or

Appropriately dispatched in response to a request for assistance from the other law enforcement agency.

In compliance with, and under the authority of, the Mutual Aid Agreement, hereto entered into by the **Town of Surfside**, Florida and **Indian Creek Village**, Florida, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the agreement. Said list may be amended or supplemented from time to time, as needs dictate by subsequent declarations.

1. Joint multi-jurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trails, political conventions, labor disputes and strikes.
3. Any natural disaster.
4. Incidents which require rescue operations and crowd and traffic control measures, including, but not limiting to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
5. terrorist activities including, but not limited to, acts of sabotage.
6. Escapes from or disturbance within detention facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, backups to emergency and in-progress calls, pursuits, coordinated off-duty work, and missing person's calls.
9. Participating in exigent situations without a formal request, which are spontaneous occurrences such as area searches for wanted subjects,

perimeters, crimes in progress, escaped prisoners. Traffic stops near municipal boundaries, request for assistance and no local unit is available or nearby call or transmissions indicating an officer is injured calls indicating a crime or incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.

10. Enemy attack.
11. Transportation of evidence requiring security.
12. Major events; e.g. sporting events, concerts, parades, fairs, festivals, and conventions.
13. Security and escort duties for dignitaries.
14. Emergency situations in which one agency cannot perform its functional objective.
15. Incidents requiring utilization of specialized units; e.g. underwater recovery, canine, motorcycle, crime scene, marine patrol enforcement or investigation and police information.
16. Joint training in areas of mutual need.
17. Mutual enforcement of all existing applicable laws and ordinances and exercise of arrest powers within the area comprising the jurisdictional waters within respective municipal boundaries.

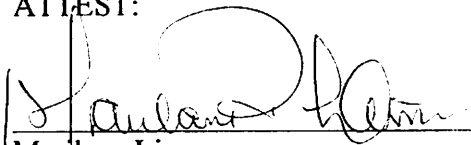
Date: _____

Date: _____

Clarke P. Maher
Chief of Public Safety
Indian Creek Village Public
Safety Department, Indian Creek, Fl.

David Allen
Chief of Police
Town of Surfside, Florida

ATTEST:



Marlane Lima
Village Clerk
Indian Creek Village, Florida

ATTEST:

Sandra Novoa
Town Clerk
Town of Surfside, Florida

**JOINT DECLARATION AMENDMENT UNDER INDIAN CREEK VILLAGE
PUBLIC SAFETY DEPARTMENT/TOWN OF SURFSIDE POLICE
DEPARTMENT MUTUAL AID AGREEMENT**

This agreement amends the Joint Declaration under the Mutual Aid Agreement of January 1, 2010, to include and permit concurrent marine patrol related jurisdiction between agencies on the waters, waterways, canals, channels, rivers, lakes, streams, and any and all other bodies of waters, including the Intracoastal waterway (ICW) that fall within either jurisdiction at this or any future time during the term of this Mutual Aid Agreement.

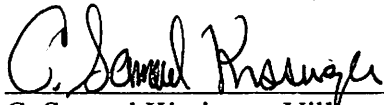
It will be agreed between both Chiefs of Police of **Indian Creek Village** and the **Town of Surfside**, the following conditions of concurrent marine patrol related jurisdiction:

1. Both agencies will be permitted to patrol jurisdictional waters of either jurisdiction, and to take enforcement actions as deemed appropriate under city, state and federal law, rules, and regulations, and to write boating law violation citations, make arrests, and to attend court on behalf of the other agency.
2. Both agencies agree that any and all incidents, which require an initial (preliminary) police offense incident report (OIR), will be completed by the agency making the initial contact. Any follow-up investigations that are required are to be completed by the jurisdiction the incident occurred regardless of which agency completed the original offense incident report.
3. If an arrest is made by the one agency that is operating in the jurisdictional waters of the other agency, and that arrest results in asset forfeiture proceedings, both agencies agree to a 50-50 share of the final asset distribution following the payment of all expenses relating to the prosecution of the civil case. The jurisdiction of civil forfeiture action shall be filed by the seizing agency.
4. Both agencies have the right to set their own days and hours for marine patrol and agree to provide assistance and aid to the other agency under the spirit of the Mutual Aid Agreement.

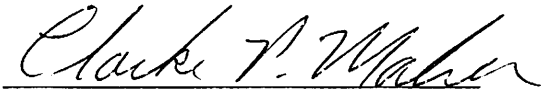
This amendment shall become effective upon the signing of both Chiefs of Police and shall remain in effect until either the current Mutual Aid Agreement and Joint Declaration expires or either agency gives written notice to the other agency to rescind this Amendment.

I accept the terms and conditions of the aforementioned Amendment to the current Mutual Aid Agreement and Joint Declaration between the **Town of Surfside** Police Department and the **Indian Creek Village** Public Safety Department.

Date: 10/20/2014



C. Samuel Kissinger, Village Manager
Indian Creek Village, Florida



Clarke P. Maher, Chief of Public Safety
Indian Creek Village, Florida

Date: _____

Michael Crotty, Town Manager
Town of Surfside, Florida

David Allen, Chief of Police
Town of Surfside, Florida



Town of Surfside Commission Communication

Agenda Item # 3I

Agenda Date: November 18, 2014

Subject: Mutual Aid Agreement between the City of Miami Beach Police Department and the Town of Surfside Police Department

Objective: To extend mutual aid in the form of law enforcement services and resources between the Miami Beach and Surfside Police Departments for requesting operational assistance in law enforcement intensive situations and emergencies and for assistance of a routine law enforcement nature that crosses jurisdictional lines

Background: The Town of Surfside Police has mutual aid agreements with many Miami-Dade County law enforcement agencies. The Town of Surfside and the City of Miami Beach are so located in relation to each other that it is an advantage of each to receive and extend mutual aid in the form of law enforcement services and resources. The current Mutual Aid Agreement will expire on December 31, 2014. The new Mutual Aid Agreement (attachment A) between the Town of Surfside Police Department and City of Miami Beach Police Department would be in effect until December 31, 2018.

Budget Impact: N/A

Staff Impact: N/A

Recommendation: It is recommended that the Surfside Town Commission approve the resolution authorizing the Mutual Aid Agreement between the Town of Surfside Police Department and the City of Miami Beach Police Department.

David Allen, Chief of Police

Michael Crotty, Town Manager

RESOLUTION NO. 14 - _____

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA ACKNOWLEDGING THE VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT BETWEEN THE TOWN OF SURFSIDE, FLORIDA AND THE CITY OF MIAMI BEACH, FLORIDA; 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.

WHEREAS, law enforcement agencies can only benefit when they work in close cooperation with each other and in partnership with each other; and

WHEREAS, the Town of Surfside and City of Miami Beach are located in relation to each other; and

WHEREAS, it is an advantage of both the Police Departments of the Town Surfside and City of Miami Beach to extend mutual aid in the form of law enforcement services and resources in response to the continued need of providing the highest level of public safety; and

WHEREAS, it is in the best interest of the Town to enter with the City of Miami Beach Police Department on behalf of City of Miami Beach into the Voluntary Cooperation and Operational Assistance Mutual Aid Agreement (Attachment "A") due to the indispensable need for public safety.

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. Authorization and Approval. The Town Commission authorizes and approves the Town Manager and Chief of Police to execute and implement the Voluntary Cooperation and Operational Assistance Mutual Aid Agreement between the Town of Surfside, Florida and the City of Miami Beach, Florida (Attachment "A").

Section 3. 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, Town Clerk

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



Linda Miller, Town Attorney

**VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE
MUTUAL AID AGREEMENT
BETWEEN THE TOWN OF SURFSIDE, FLORIDA AND
THE CITY OF MIAMI BEACH, FLORIDA**

This Voluntary Cooperation and Operational Assistance Mutual Aid Agreement ("Cooperation Agreement") is made as of this ____ day of _____, 2014 (Effective Date), by and between the CITY OF MIAMI BEACH, FLORIDA, a municipal corporation having its principal office at 1700 Convention Center Drive, Miami Beach, Florida 33139, and the Town of Surfside, Florida, having its principal office at 9293 Harding Ave, Surfside FL 33154, state as follows:

RECITALS

WHEREAS, it is the responsibility of the governments of the Town of Surfside, Florida, and the City of Miami Beach, Florida, to ensure the public safety of their respective citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

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

WHEREAS, in order to ensure that preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the Town of Surfside, Florida, and the City of Miami Beach, Florida; and

WHEREAS, it is to the advantage of each law enforcement agency to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Continuing, multi jurisdiction law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and
- (2) Intensive situations including but not limited to emergencies as defined under Section 252.34 of the Florida Statutes, or requests for certain law enforcement services specified herein and as defined under Section 23.1225 of the Florida Statutes; and

WHEREAS, the Town of Surfside and the City of Miami Beach have the voluntary cooperation and assistance authority under the Florida Mutual Aid Act, Sections 23.12-23.127 of the Florida Statutes, to enter into this Voluntary Cooperation and Operational Assistance Mutual Aid Agreement ("Cooperation Agreement") for law enforcement service which:

- (1) Permits voluntary cooperation and operational assistance of a routine law enforcement nature across jurisdictional lines as allowed under Section 23.1225, of the Florida Statutes; and
- (2) Provides for rendering of assistance in a law enforcement emergency as defined in Section 252.34 of the Florida Statutes.

NOW THEREFORE, BE IT KNOWN that the Town of Surfside, Florida, and the City of Miami Beach, Florida, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

SECTION I. PROVISIONS FOR VOLUNTARY COOPERATION

Each of the aforesaid law enforcement agencies hereby approve and enter into this Cooperation Agreement whereby each of the agencies may request and render law enforcement assistance to the other in dealing with any violations of Florida Statutes to include, but not necessarily be limited to, investigating sex offenses, robberies, assaults, batteries, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893 of the Florida Statutes, backup services during patrol activities, and interagency task forces and/or joint investigation as set forth pursuant to, and under the authority of Chapter 23 of the Florida Statutes.

SECTION II. PROVISIONS FOR OPERATIONAL ASSISTANCE

The aforesaid law enforcement agencies hereby approve and enter into this Cooperation Agreement whereby each of the agencies may request and render law enforcement assistance to the other to include, but not necessarily be limited to dealing with, the following:

1. Joint multi-jurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations and assemblies, controversial trials, political conventions, labor disputes, and strikes.
3. Any natural disaster.
4. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
5. Terrorist activities including, but not limited to, acts of sabotage.
6. Escapes from, or disturbances within, prisoner processing facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person calls.
9. Enemy attack.
10. Transportation of evidence requiring security.
11. Major events, e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
12. Security and escort duties for dignitaries.
13. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bomb, crime scene and police information.
14. Emergency situations in which one agency cannot perform its functional objective.
15. Joint training in areas of mutual need.
16. Joint multi-jurisdictional marine interdiction operations.

The following procedures will apply in mutual aid operations:

1. Mutual aid requested or rendered will be approved by the Chief of Police, or designee.

2. Specific reporting instructions for personnel rendering mutual aid will be included in the request for mutual aid. In the absence of such instructions, personnel will report to the ranking on-duty supervisor on the scene.
3. Communications instructions will be included in each request for mutual aid and each agency's communications centers will maintain radio contact with each other until the mutual aid situation has ended.
4. Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures of the requesting agency, or directors involved.

SECTION III. PROCEDURE FOR REQUESTING ASSISTANCE AND LIMITATIONS OF ASSISTANCE

In the event that a party to this Cooperation Agreement is in need of assistance as set forth above, the Chief of Police or his/her designee, shall notify the Chief of Police or his/her designee from whom such assistance is requested. The Chief of Police or authorized agency representative whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors, if necessary, and will respond in a manner he/she deems appropriate.

The Chief of Police in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized, and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

Should a law enforcement officer be in another subscribed agency's jurisdiction for matters of a routine nature, such as traveling through the area on routine business, attending a meeting or going to or from work, and a violation of Florida Statutes occurs in the presence of said party, representing his/her respective agency, **HE/SHE SHALL ONLY BE EMPOWERED TO RENDER ENFORCEMENT ASSISTANCE AND ACT IN ACCORDANCE WITH FLORIDA LAW.** Should enforcement assistance be taken, said party shall notify the agency having normal jurisdiction, and upon the latter's arrival, turn the situation over to them and offer any assistance requested, including but not limited to, a follow-up written report documenting the event and the actions taken. This provision, so prescribed in this paragraph, shall not grant general authority to conduct investigations, serve warrants, and/or subpoenas or to respond without request to emergencies already being addressed by the agency of normal jurisdiction, but is intended to address critical, life-threatening or public safety situations, prevent bodily injury to citizens, or secure apprehension of criminals whom the law enforcement officer may encounter and such encounter results in a breach of the peace.

The parties acknowledge that the policy of the Florida Mutual Aid Act is to provide a means to deal with disasters, emergencies, and other major law enforcement problems. This Cooperation Agreement shall not extend police powers beyond the specific additional authority granted by the Legislature in Chapter 23 of the Florida Statutes, which intent was to assure the continued functioning of law enforcement in times of emergencies or in areas where major law enforcement efforts were being thwarted by jurisdictional barriers, and the respective parties, police officers and authority are limited to those instances where the subject matter of the investigation originates inside the municipal city limits.

SECTION IV. COMMAND AND SUPERVISORY RESPONSIBILITY

The personnel and equipment that are assigned by the assisting Agency shall be under the immediate command of a supervising officer designated by the assisting Agency. Such supervising officer shall be under the direct supervision and command of the Chief of Police or his/her designee of the agency requesting assistance.

SECTION V. CONFLICTS

Whenever an officer is rendering assistance pursuant to this Cooperation Agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his/her own employer. If any such rule, regulation, personnel policy general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure shall control and shall supersede the direct order.

SECTION VI. HANDLING COMPLAINTS

Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Cooperation Agreement, the Chief of Police or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

1. The identity of the complainant.
2. An address where the complaining party can be contacted.
3. The specific allegation
4. The identity of the employees accused without regard as to agency affiliation.

If it is determined that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION VII. LIABILITY

Each party engaging in any mutual cooperation and assistance, pursuant to this Cooperation Agreement, agrees to assume full and final responsibility for the acts, omissions or conduct of such party's own employees while engaged in rendering such aid pursuant to this Cooperation Agreement, subject to the provisions of Section 768.28 of the Florida Statutes, where applicable.

SECTION VIII. POWERS, PRIVILEGES, IMMUNITIES AND EXPENDITURES

(a) Employees of the Town of Surfside and the City of Miami Beach, when actually engaging in mutual cooperation and assistance outside of their normal jurisdictional limits but inside this State, under the terms of this Agreement, shall pursuant to the provisions of Section 23.127(1) of the Florida Statutes (as amended), have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.

(b) Each party agrees to furnish necessary personnel equipment, resources and facilities and to render services to each other party to this Cooperation Agreement as set forth above; provided however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.

(c) A party that furnishes equipment pursuant to this Cooperation Agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

(d) The agency furnishing aid pursuant to this Cooperation Agreement shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid.

(e) To the extent provided by applicable law, ordinance, or rule, the privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this Cooperation Agreement. The provisions of this section shall apply to paid, volunteer, and reserve employees.

(f) Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

(g) Should the Town of Surfside receive reimbursement for expenditures from a third party for a mutual aid event covered by this Cooperation Agreement, the City of Miami Beach shall be eligible to receive an equitable reimbursement share for any actual costs or expenses incurred that are directly attributable to the event, provided such costs and expenses are authorized by the third party for reimbursement purposes.

(h) Should the City of Miami Beach receive reimbursement for expenditures from a third party for a mutual aid event covered by this Cooperation Agreement, the Town of Surfside shall be eligible to receive an equitable reimbursement share for any actual costs or expenses incurred that are directly attributable to the event, provided such costs and expenses are authorized by the third party for reimbursement purposes.

(i) The parties acknowledge that the City of Miami Beach is authorized to pursue any property seized pursuant to the Florida Contraband Forfeiture Act. The City of Miami Beach shall have the exclusive authority to initiate forfeiture proceedings under the Florida Contraband Act for any matters which arise from a mutual aid event that is covered by this Cooperation Agreement. The City of Miami Beach, upon successfully prosecuting a forfeiture action, shall equitably share in those proceeds seized, with the Town of Surfside, as acceptable by the Chief of Police of the City of Miami Beach and Chief of Police for the Town of Surfside.

SECTION IX. INSURANCE

Each party shall provide satisfactory proof of liability insurance by one or more of the means specified in Section 768.28(16)(a) of the Florida Statutes (2010), in an amount which is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify all parties to this agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change.

SECTION X. EFFECTIVE DATE

This Agreement shall take effect upon execution and approval by both parties and shall continue in full force and effect until December 31, 2018. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

SECTION XI. CANCELLATION

Either party may cancel its participation in this Agreement at any time upon delivery of written notice to the other party.

In witness whereof, the parties hereto cause to these presents to be signed on the date specified.

AGREED TO AND ACKNOWLEDGED this _____ day of _____, 2014.

CITY OF MIAMI BEACH, FLORIDA

TOWN OF SURFSIDE, FLORIDA

DANIEL J. OATES
POLICE CHIEF

DAVID ALLEN
POLICE CHIEF

Date: _____

Date: _____

JIMMY MORALES
CITY MANAGER

MICHAEL CROTTY
CITY MANAGER

Date: _____

Date: _____

MAYOR PHILIP LEVINE

MAYOR DANIEL DIETCH

Date: _____

Date: _____

ATTEST:

RAFAEL E. GRANADO, CITY CLERK

SANDRA NOVOA, CLERK



Town of Surfside Commission Communication

Agenda Item # 3J

Agenda Date: November 18, 2014

Subject: Mutual Aid Agreement between the Village of Miami Shores Police Department and the Town of Surfside Police Department

Objective: To extend mutual aid in the form of law enforcement services and resources between the Miami Shores and Surfside Police Departments for requesting operational assistance in law enforcement intensive situations and emergencies and for assistance of a routine law enforcement nature that crosses jurisdictional lines

Background: The Town of Surfside Police has mutual aid agreements with many Miami-Dade County law enforcement agencies. The Town of Surfside and the Village of Miami Shores are so located in relation to each other that it is an advantage of each to receive and extend mutual aid in the form of law enforcement services and resources. The current Mutual Aid Agreement will expire on December 31, 2014. The new Mutual Aid Agreement (attachment A) between the Town of Surfside Police Department and Village of Miami Shores Police Department would be in effect until January 1, 2020.

Budget Impact: N/A

Staff Impact: N/A

Recommendation: It is recommended that the Surfside Town Commission approve the resolution authorizing the Mutual Aid Agreement between the Town of Surfside Police Department and the Village of Miami Shores Police Department.



David Allen, Chief of Police



Michael Crotty, Town Manager

RESOLUTION NO. 14 - _____

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA ACKNOWLEDGING THE MUTUAL AID AGREEMENT BETWEEN THE TOWN OF SURFSIDE, FLORIDA AND THE MIAMI SHORES VILLAGE, FLORIDA; 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.

WHEREAS, law enforcement agencies can only benefit when they work in close cooperation with each other and in partnership with each other; and

WHEREAS, the Town of Surfside and Miami Shores Village are located in relation to each other; and

WHEREAS, it is an advantage of both the Police Departments of the Town Surfside and Miami Shores Village to extend mutual aid in the form of law enforcement services and resources in response to the continued need of providing the highest level of public safety, and

WHEREAS, it is in the best interest of the Town to enter with the Miami Shores Police Department on behalf of Miami Shores Village into the Mutual Aid Agreement (Attachment "A") due to the indispensable need for public safety.

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. Authorization and Approval. The Town Commission authorizes and approves the Town Manager and Chief of Police to execute and implement the Mutual Aid Agreement between the Town of Surfside, Florida and the Miami Shores Village, Florida (Attachment "A").

Section 3. 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 _____

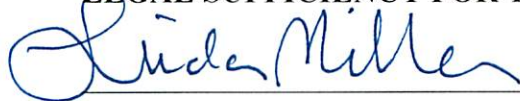
Mayor Daniel Dietch _____

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, Town Clerk

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



Linda Miller, Town Attorney

MUTUAL AID AGREEMENT
Between Miami Shores Village
and the Town of Surfside

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

Whereas, Miami Shores Village and the Town of Surfside are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to intensive situations, including, but not limited to, natural or manmade disasters or emergencies as defined under § 252.34, Florida Statutes; and,

Whereas, in order to ensure that preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the participating municipalities; and,

Whereas, Miami Shores Village and the Town of Surfside have the authority under § 23.12, Florida Statutes, *et seq.*, the Florida Mutual Aid Act, to enter into a mutual aid agreement for law enforcement service which provides for rendering of assistance in a law enforcement emergency.

NOW, THEREFORE, Miami Shores Village, a Florida municipal corporation, and the Town of Surfside in consideration for mutual promises to render valuable aid in time of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

SECTION I: SHORT TITLE: Mutual Aid Agreement

SECTION II: DESCRIPTION

Since this Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as described in Chapter 23 Florida Statutes.

SECTION III: DEFINITIONS

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

supplemented at any time by the agency heads by filing subsequent declarations with the clerks of the respective political subdivisions.

- b. Agency or participating law enforcement agency: Either the Miami Shores Police Department or the Surfside Police Department.
- c. Agency Head: Either the Chief of the Miami Shores Police Department, or Chief's designees; and the Chief of the Surfside Police Department, or the Chief's designees.
- d. The participating police department: The police department of any municipality in the State of Florida that has approved and executed this Agreement upon the approval of the governing body of that municipality.
- e. Certified law enforcement employee: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

SECTION IV: OPERATIONS

- a. In the event that a party to this agreement is in need of assistance as set specified in the applicable joint declaration, an authorized representative of the agency requiring assistance shall notify the agency head or his/her designee from whom such assistance is requested. The agency head or authorized agency representative whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors if necessary, and will respond in a manner he/she deems appropriate.
- b. The agency head in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates. The agency head's decision in these matters shall be final.
- c. Each party to this Agreement agrees to furnish necessary personnel, equipment, facilities and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to unreasonably deplete its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid, as determined by the furnishing party.
- d. The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency. However, each employee shall also be subject to the personnel rules, regulations, procedures, and policies applicable to his or her employing agency.

- e. The personnel and equipment that are assigned by the assisting agency head shall be under the immediate command of a supervising officer designated by the assisting agency head. Such supervising officer shall be under the direct supervision and command of the agency head or his/her designee of the agency requesting assistance.
- f. Whenever an officer or other employee is rendering assistance pursuant to this agreement, the officer or employee shall abide by and be subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his/her own employing agency. If any such rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, personnel policy, general order or procedure shall control and shall supersede the direct order.
- g. Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this agreement, the agency head or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:
 - 1. The identity of the complainant.
 - 2. An address where the complaining party can be contacted.
 - 3. The specific allegation.
 - 4. The identity of the accused employee(s) without regard to agency affiliation.

If it is determined that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency head or his/her designee of the assisting agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION V: POWERS, PRIVILEGES, IMMUNITIES, COSTS

- a. All employees of the participating police department, including certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall, pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are normally employed.
- b. The political subdivision having financial responsibility for the law enforcement agency providing services, personnel, equipment, or facilities pursuant to the provisions of this

Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.

- c. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement, during the time of the rendering of such aid, and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.
- d. All exemptions from ordinance and rules, and all pension, insurance, relief, disability, workers' compensation salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorially under the provisions of the Mutual Aid Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.
- e. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.
- f. Nothing in this agreement is intended or is to be construed as any transfer or contracting away of the powers or functions of one party hereto to the other.
- g. This agreement creates no rights or benefits in favor of any third parties and there are no intended third party beneficiaries with regard to the provisions herein.

SECTION VI: INDEMNIFICATION

- a. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement, agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action or claim for damages resulting from any and all acts or conduct of employees of said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.
- b. Each party engaging in any mutual cooperation or assistance, pursuant to this agreement, agrees to assume responsibilities for the acts, omissions, or conduct of such party's own employees while engaged in rendering aid pursuant to this Mutual Aid Agreement, subject to the provisions of § 768.28, Florida Statutes, where applicable.

- c. Each party shall provide satisfactory proof of liability insurance or self insurance by one or more of the means specified in § 768.28(15)(a), Florida Statutes, in an amount which is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that party may be exposed. Should insurance coverage, however provided, of any party be cancelled or undergo material change, that party shall notify all parties to this agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change.

SECTION VII: FORFEITURES

- a) In the event that a participating agency seizes any real property, vessel, motor vehicle, aircraft, currency or other property pursuant to the Florida Contraband Forfeiture Act during the performance of this agreement, the agency requesting assistance in the case of requested operational assistance and the seizing agency in the case of voluntary cooperation shall be responsible for maintaining any forfeiture action pursuant to Chapter 932, Florida Statutes. The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property in accordance with Chapter 932, Florida Statutes, to include, but not be limited to, the complete discretion to bring the action or dismiss the action.
- b) All proceeds from forfeited property seized as a result of or in accordance with this agreement shall be divided in proportion to the amount of investigation and participation performed by each agency, less the costs associated with the forfeiture action.

SECTION VIII: CONFLICTS

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

SECTION IX: EFFECTIVE DATE

This agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until **January 1, 2020**. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

SECTION X: CANCELLATION

Any party may cancel its participation in this agreement upon sixty (60) days written notice to the other party or parties. Cancellations will be at the discretion of any subscribing party.

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed on the date specified.



Thomas Benton
Village Manager
Miami Shores Village, FL

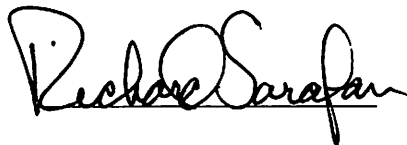
Date: 10-17-14

Attest:



Barbara Estep
Village Clerk
Miami Shores Village, FL

Approved as to form
and legal sufficiency:



Richard Sarafan
Village Attorney
Miami Shores Village, FL

Michael Crotty
Town Manager
Town of Surfside

Date: _____

Attest:

Sandra Novoa
Town Clerk
Town of Surfside

Approved as to form
and legal sufficiency:

Linda Miller
Town Attorney
Town of Surfside

Filing the mutual aid agreement: section 23.1225(4), Florida statutes, requires the filing of a copy of the signed mutual aid agreement with FDLE within 14 days after signature. Filing may be accomplished by either mailing to FDLE, P.O. Box 1489, Tallahassee, FL 32302, attention: mutual aid, or fax to 904-488-1760.

JOINT DECLARATION OF THE CHIEF OF THE
MIAMI SHORES POLICE DEPARTMENT
AND THE CHIEF OF THE SURFSIDE POLICE DEPARTMENT PURSUANT TO
MUTUAL AID AGREEMENT

A police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the mutual aid agreement when:

- participating in law enforcement activities that are pre-planned and approved by each respective agency head or his/her designee; or
- appropriately dispatched in response to a request for assistance from the other law enforcement agency; or
- spontaneous response where assistance or aid is apparent (see #9 below)

In compliance with, and under the authority of, the Mutual Aid Agreement, heretofore entered into by Miami Shores Village and the Town of Surfside, Florida, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the agreement. Said list may be amended or supplemented from time to time, as needs dictate by subsequent declarations.

1. Joint multi-jurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes and strikes.
3. Any natural, technological or man-made disaster.
4. Incidents which require rescue operations, crowd and traffic control measures, including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
5. Terrorist activities including, but not limited to, acts of sabotage.
6. Escapes from or disturbances within detention facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing persons calls.

9. Participating in exigent situations without a formal request which are spontaneous occurrences such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners. Traffic stops near municipal boundaries, request for back-up assistance and no local unit is available or nearby, calls or transmissions indicating an officer is injured, calls indicating a crime or incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.
10. Enemy attack.
11. Transportation of evidence requiring security.
12. Major events; e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
13. Security and escort duties for dignitaries.
14. Emergency situations in which one agency cannot perform its functional objective.
15. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bomb, crime scene, marine patrol, and police information.
16. Joint training in areas of mutual need.

DATE: 10/15/2014

DATE: _____

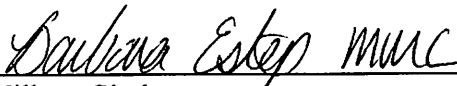


Kevin Lystad
Chief of Police
Miami Shores Police Department

David Allen
Chief of Police
Surfside Police Department

ATTEST:

ATTEST:


Village Clerk

Town Clerk



Town of Surfside Commission Communication

Agenda Item # 4A1

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 # 4B1
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 November 18, 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 December 3, 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 January 13, 2015.

WHEREAS, the Town Commission hereby finds and declares that adoption of this Ordinance is necessary, appropriate, and advances the public interest.

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 _____, 2015.

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 November 18, 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 December 3, 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 January 13, 2015; and

WHEREAS, the Town Commission hereby finds and declares that adoption of this Ordinance is necessary, appropriate, and advances the public interest.

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 _____, 2015.

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 #: 4B3
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.

Sandra Novoa, Town Clerk

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 November 18, 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 December 9, 2014; and

WHEREAS, the Town Commission hereby finds and declares that adoption of this Ordinance is necessary, appropriate, and advances the public interest.

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 # 5A

Agenda Date: November 18, 2014

From: Vice Mayor Eli Tourgeman

Subject: A Resolution Strongly 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

In 1981, the Miami-Dade County Board of County Commissioners adopted the Metropolitan Miami-Dade County Historic Preservation Ordinance ("Historic Preservation Ordinance") which allows for designation of certain properties as historic without first securing the consent of the property owner. Municipalities incorporated prior to July 1, 1982 were given the option to adopt their own municipal historic preservation ordinance within 365 days from the effective date of adoption of the Historic Preservation Ordinance or to be governed by the County ordinance. The Town did not adopt its own historic preservation ordinance.

Since 1981, the Town has undergone extensive preparation, review and revisions to its Comprehensive Plan and its land development regulations, and the Town's vision and goals for future development has significantly changed.

On October 7, 2014, the Miami-Dade County Commission approved a Historic Preservation Ordinance on first reading to amend the current provision. Town Staff reviewed the County's Historic Preservation amending ordinance sponsored by Commissioner Sally Heyman. If approved, it would be another tool available to municipalities to decide the direction the municipality will proceed with regarding historic preservation issues. The amendment would allow municipalities to opt out and establish their own Historic Preservation Boards/regulations.

Discussion: Approve the attached Resolution from the Town to strongly request the Miami-Dade County Historic Preservation 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 allow the Town time to prepare criteria to help guide future development into the desired development pattern and to analyze and to study the impact to the Town.

RESOLUTION NO. 14 - _____

A RESOLUTION OF THE TOWN OF SURFSIDE STRONGLY 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 ALLOW THE TOWN TIME TO PREPARE CRITERIA TO HELP GUIDE FUTURE DEVELOPMENT INTO THE DESIRED DEVELOPMENT PATTERN AND TO ANALYZE AND TO STUDY THE IMPACT TO THE TOWN; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 1981 the Miami-Dade County Board of County Commissioners adopted the Metropolitan Miami-Dade County Historic Preservation Ordinance ("Historic Preservation Ordinance") which allows for designation of certain properties as historic without first securing the consent of the property owner; and

WHEREAS, municipalities incorporated prior to July 1, 1982 were given the option to adopt their own municipal historic preservation ordinance within 365 days from the effective date of adoption of the Historic Preservation Ordinance or to be governed by the County ordinance; and

WHEREAS, the Town of Surfside (“Town”) did not adopt its own historic preservation ordinance, and since 1981, the Town has undergone extensive preparation, review and revisions to its Comprehensive Plan and its land development regulations, and the Town’s vision and goals for future development has significantly changed; and

WHEREAS, on October 7, 2014, the Board of County Commissioners of Miami-Dade County placed on its Agenda an ordinance relating to historic preservation which is pending approval through the public hearing process (See Attached Exhibit “A”); and

WHEREAS, the Miami-Dade County ordinance proposes to amend Section 16A-3 and 16A-3.1 of the Miami-Dade County Code to allow municipalities the opportunity to enact their own historic preservation ordinances at any time and delete limitations on the timeframe for municipalities to enact their own historic preservation ordinance (See Attached Exhibit “A”); 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 Town has concerns about the process of notification as well as the location of properties that have been selected as eligible for historic preservation; and

WHEREAS, on August 27, 2014, the Planning and Zoning Board, as the Local Planning Agency for the Town, held its hearing and recommended and supported the Town's request to the Miami-Dade County Historic Preservation Board to grant a six month deferral for historic designation of any and all properties in the Town of Surfside, which will allow the Town time to prepare criteria to help guide future development into the desired development pattern and to analyze and to study the impact to the Town; and

WHEREAS, on October 14, 2014, the Town adopted Resolution No. 14-2268 strongly requesting the Miami-Dade County Historic Preservation Board to cease the historical designation process for 9340 Collins Avenue and any properties between 93rd and 94th Street between Collins and Harding Avenues, Surfside, Florida as historic properties in the Town of Surfside (See Attached Exhibit "B"); and

WHEREAS, it is in the best interest of the Town to request the Miami-Dade County Historic Preservation Board to grant a six month deferral for historic designation for any and all 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. Support by the Town of Surfside Town Commission. The Town strongly urges the Miami-Dade Historic Preservation Board to grant a six month deferral for historic designation of any and all properties in the Town of Surfside, which will allow the Town time to prepare criteria to help guide future development into the desired development pattern and to analyze and to study the impact to the Town.

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, Town Clerk

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



Linda Miller, Town Attorney

MEMORANDUM

Agenda Item No. 4(C)

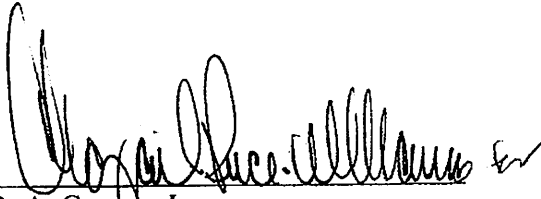
TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: October 7, 2014

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Ordinance relating to historic preservation; amending sections 16A-3 and 16A-3.1 of the Code to allow municipalities the opportunity to enact their own historic preservation ordinances at any time; deleting limitations on timeframe for municipalities to enact their own historic preservation ordinances; making technical and clarifying changes

The accompanying ordinance was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman.



R. A. Cuevas, Jr.
County Attorney

RAC/cp



MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: October 7, 2014

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 4(C)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 4(C)
10-7-14

ORDINANCE NO. _____

ORDINANCE RELATING TO HISTORIC PRESERVATION; AMENDING SECTIONS 16A-3 AND 16A-3.1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA TO ALLOW MUNICIPALITIES THE OPPORTUNITY TO ENACT THEIR OWN HISTORIC PRESERVATION ORDINANCES AT ANY TIME; DELETING LIMITATIONS ON TIMEFRAME FOR MUNICIPALITIES TO ENACT THEIR OWN HISTORIC PRESERVATION ORDINANCES; MAKING TECHNICAL AND CLARIFYING CHANGES; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

WHEREAS, the County's Historic Preservation Ordinance, codified in Chapter 16A of the Code of Miami-Dade County, Florida, and originally adopted in 1981, currently limits the timeframe in which municipalities may enact their own municipal historic preservation ordinances; and

WHEREAS, the County's Historic Preservation Ordinance currently prohibits any municipality incorporated on or before July 1, 1982 from opting out of the County's historic preservation jurisdiction, because the Code only allowed such an opt out to occur within a short period of time during the early 1980s; and

WHEREAS, the County's Historic Preservation Ordinance also currently prohibits any municipality incorporated after the effective date of the 1981 ordinance from opting out of the County's historic preservation jurisdiction more than one year after the effective date of the municipality's incorporation; and

WHEREAS, in 2003, the County's Historic Preservation Ordinance was amended such that any municipality incorporated after the effective date of the 2003 amendment would have only one year after the effective date of incorporation to opt out of the County's historic preservation jurisdiction; and

WHEREAS, municipalities should be given a greater opportunity to exercise control over matters of historic preservation within their respective jurisdictions; and

WHEREAS, this Board no longer wishes to limit the timeframe in which municipalities may enact their own historic preservation ordinances, so that municipalities will have greater opportunity to control matters of historic preservation within their respective jurisdictions,

THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA:

Section 1. Section 16A-3 of the Code of Miami-Dade County, Florida, is hereby amended to read as follows:¹

Sec. 16A-3. **Scope of regulations.**

(1) This chapter is intended to and shall govern incorporated and unincorporated Miami-Dade County.

(2) The regulatory jurisdiction of the Miami-Dade County Historic Preservation Board pursuant to this Chapter shall extend to:

(a) all property located in the unincorporated areas of Miami-Dade County;

(b) all property located in incorporated areas of Miami-Dade County except where the municipality has enacted its own historic preservation ordinance in accordance with section 16A-3.1;

¹ Words stricken through and/or [[double bracketed]] shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

(c) archeology and paleontology zones and sites in the incorporated and unincorporated areas of Miami-Dade County except where the municipality has enacted its own historic preservation ordinance in accordance with section 16A-3.1 and the municipality ~~[[, within 365 days of the effective date of this ordinance,]]~~ enacts an ordinance that (1) expressly retains jurisdiction over archeology and paleontology zones and sites, (2) adopts regulations as least as protective of archeology and paleontology zones and sites as those in this Chapter, and (3) commits the municipality to retain sufficient archeological personnel or consultants to enforce such regulations; and

(d) the enforcement of the minimum standards established by this Chapter as set forth in this Chapter.

(3) Nothing contained herein shall be deemed to supersede or conflict with applicable building and zoning codes. Provisions contained herein shall be cumulative and read in conjunction with other provisions of the Miami-Dade County Code.

Section 2. Section 16A-3.1 of the Code of Miami-Dade County, Florida, is hereby amended to read as follows:

Sec. 16A-3.1. **Municipal Historic Preservation.**

(1) *County Technical and Legal Support for Municipal Preservation.* The Director of the Office of Historic Preservation and the County Attorney's Office may provide a requesting municipality with technical and legal assistance in preservation matters. Such assistance is not intended to replace the municipality's own commitment of resources to preservation or to divert resources from the County's own preservation responsibilities.

(2) ~~[[Timeframes]]~~ >>Option<< *for Municipalities to Enact Historic Preservation Ordinances.*

(a) Municipalities incorporated prior to July 1, 1982 were given the option to adopt their own municipal historic preservation ordinances or be governed by the County ordinance. The following municipalities enacted their own ordinances: Coral Gables, Hialeah, Homestead, Miami, Miami Beach, Miami Shores, Miami Springs, Opa-locka, and South Miami.

~~[(b) Municipalities incorporated after July 1, 1982 but before the effective date of this ordinance have until one year after the effective date of this ordinance to adopt their own preservation ordinances.~~

~~(c) Municipalities incorporated after the effective date of this ordinance have until one year after the effective date of their incorporation to adopt their own preservation ordinances.]~~

>>(b) Notwithstanding subsection (a) above, at any time, any municipality may adopt its own municipal historic preservation ordinance, provided that the ordinance meets the minimum standards of this chapter. Within 30 days of the effective date of any such municipal ordinance, the municipality shall provide written notice to the Miami-Dade County Office of Historic Preservation, or its successor office or department. Municipalities that do not avail themselves of the option to adopt their own municipal historic preservation ordinances shall be governed by the County's historic preservation ordinance, unless and until such time as they adopt their own historic preservation ordinances, as permitted in this subsection.<<

(3) *Status of Designated Properties After Transition of Jurisdiction.* In the event that a municipality assumes jurisdiction of historic preservation from Miami-Dade County by enacting an ordinance as provided in this section, all properties previously designated by the Miami-Dade Historic Preservation Board shall have the status and protections of properties designated under the municipality's historic preservation ordinance unless and until such designation is removed by formal action of the municipality pursuant to its ordinance. The same rule shall apply if the County assumes jurisdiction from a municipality.

(4) *Minimum Standards for Municipal Ordinances.*

(a) To comply with the minimum standards for historic preservation ordinances>>,<< a municipal ordinance shall contain provisions:

(1) that establish a historic preservation board which shall be empowered to designate individual sites or districts and to issue certificates of appropriateness; or to advise the city commission regarding such matters. In this regard, this ordinance shall constitute authority for a municipality to

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delegate to its preservation board the power to designate sites and districts and issue certificates of appropriateness.

(2) that provide procedures for the municipality, its staff, the Director of the Miami-Dade County Office of Historic Preservation, and private parties to recommend the initiation of designations of historic districts and individual historic sites, whether residential, commercial, industrial or other, pursuant to due notice to affected parties, legally-enforceable standards, quasi-judicial hearings, and appeals to court;

(3) that protect designated sites or districts by preventing the issuance of building, construction, zoning, and demolition permits or the significant change of appearance of such sites or districts until a written certificate of appropriateness has been issued;

(4) that protect property owners by procedures (1) to de-designate properties and (2) to vary or modify historic regulation based upon economic hardship pursuant to due notice to affected parties, legally-enforceable standards, quasi-judicial public hearings, and appeals to courts;

(5) that provide economic incentives for preservation;

(6) that regulate and prevent the demolition of historic buildings by neglect, and

(7) that establish the Secretary of Interior's Standards for Rehabilitation as standards governing preservation, although a municipality may establish additional standards.

(b) It is a violation of the minimum standards of this Chapter for a municipal historic preservation ordinance>>:<<

(1) to exempt an otherwise historic property from historic regulation or designation on the basis that the owner did not consent to the regulation or designation;

(2) to allow the issuance of a permit for the demolition of a historically-regulated property unless, after a public hearing pursuant to the ordinance, a variance based upon economic hardship has been granted or a certificate of appropriateness to demolish based on express standards in

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the ordinance has been issued. In this regard, it is a violation of the minimum standards of this Chapter to permit the issuance of a certificate of appropriateness for demolition based solely upon the passage of a certain amount of time after the owner has applied to demolish.

(c) Municipalities that >>had<< [[have]] already enacted historic preservation ordinances as of the effective date of >>Ordinance No. 03-38, adopted in 2003,<< [[this ordinance]] >>were given<< [[shall have]] 365 days from the effective date of >>that<< [[this]] ordinance to bring their ordinances into compliance with these minimum standards.

(d) The minimum standards created in >>this<< [[these]] subsection shall not apply to any municipality that is recognized as a Certified Local Government by the Florida Secretary of State.

* * *

Section 3. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

Section 4. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance, including any sunset provision, shall become and be made a part of the Code of Miami-Dade County, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 5. This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED:

Approved by County Attorney as
to form and legal sufficiency:



Prepared by:

James Eddie Kirtley

Prime Sponsor: Commissioner Sally A. Heyman

RESOLUTION NO. 14 - 2268

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 93RD AND 94TH 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 93rd and 94th 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 93rd and 94th 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 93rd and 94th 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 14th day of October, 2014.

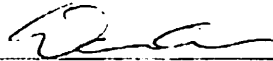
Motion by Vice Mayor Burgeman.

Second by Commissioner Oldyk.

FINAL VOTE ON ADOPTION:

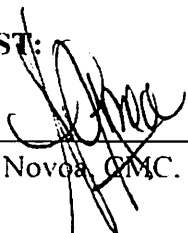
Commissioner Barry Cohen
Commissioner Michael Karukin
Commissioner Marta Olchyk
Vice Mayor Eli Tourgeman
Mayor Daniel Dietch

Yes
Yes
Yes
Yes
NO



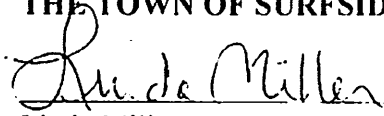
Daniel Dietch, Mayor

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

FROM: Sally A. Heyman
 Commissioner
 District 4

Date: September 11, 2014

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 #: 9A

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 st Fl.	\$506.38 per business
Business 2 nd 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 ST FLR	3,035	1,284	(1,751)
OFFICE – 2 ND 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
Labor Hour Allocation Percentages		31.4%	68.6%
Annual Collection Route Hours	6,375	2,080	4,295
Collection Hour Allocation Percentages		32.6%	67.4%
Customers	1,297	1,147	150
Customer Allocation Percentages		88.4%	11.6%
Annual Collected Waste Tons	4,539.50	1,491	3,048
Collected Waste Percentages		33%	67%

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
Total Collection Cost		\$1,474,890	\$468,816	\$1,006,074

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
Total Collection Cost	\$468,816	\$502,940	\$532,793
Residential Customer Count	1,147	1,147	1,147
Cost of Service Rate	\$411.48	\$438.48	\$464.51
Current Rate	\$277.08	\$277.08	\$277.08
Revenue Shortfall per Customer	\$(131.65)	\$(161.40)	\$(187.43)

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
Total Cost	\$1,050,801	\$21.54	\$1,143,542	\$23.45	\$1,234,177	\$25.30
Annual Yards	48,774		43,897		39,507	
Collection Cost per Yard		\$21.54	0	\$26.05	0	\$31.24

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:

$$\$280.07 = (3 \text{ yards} \times 1 \text{ weekly pick-up} \times (52/12) \text{ pick-ups per month} \times \$21.54 \text{ cost per yard})$$

$$\$15.89 = \text{monthly rental charge for a 3 yard poly container}$$

$$\$295.96 = \text{sum of collection and rental}$$

$$\$296.00 \text{ is the collect rate rounded to the nearest dollar}$$

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

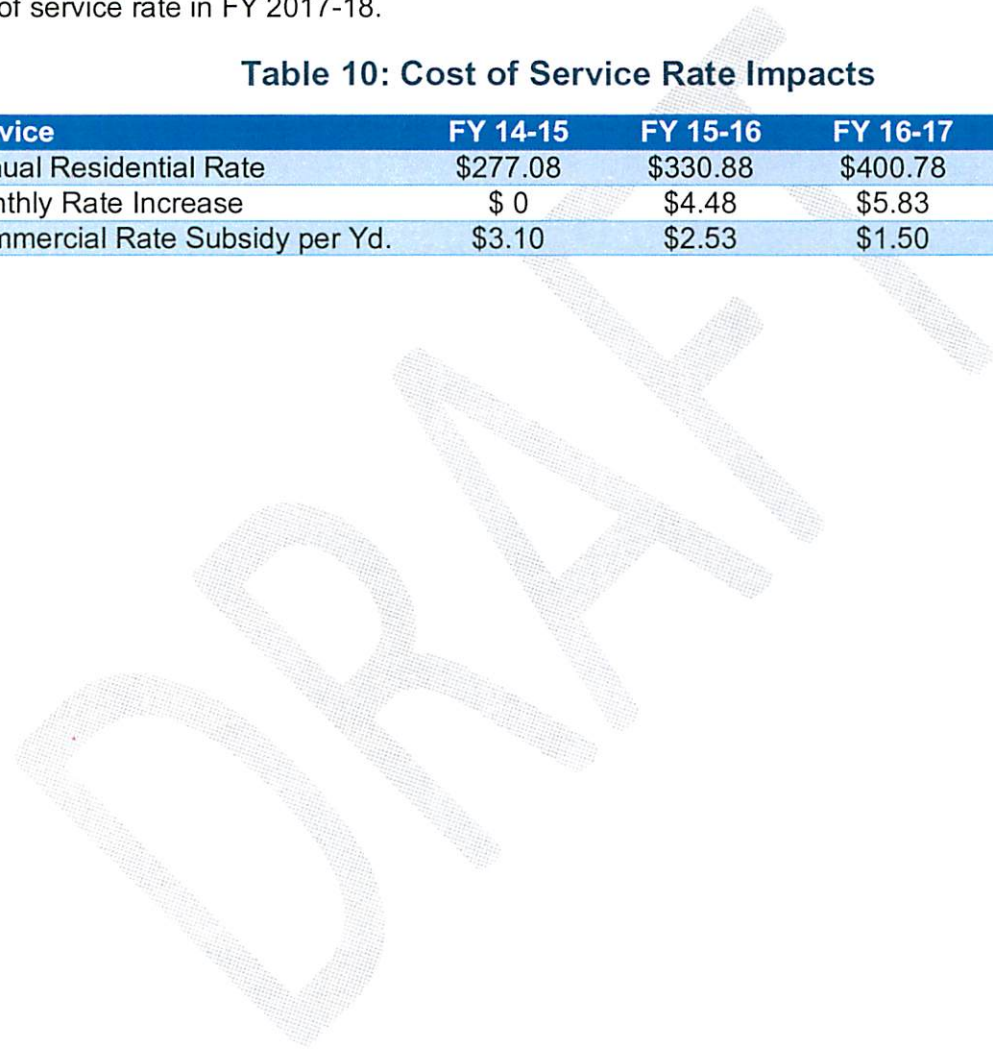


Table 1: Projected Solid Waste Asset Purchases

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
Labor Hour Allocation Percentages		31.4%	68.6%
Collection Route Hours	6,375	2,080	4,295
Collection Hour Allocation Percentages		32.6%	67.4%
Customers	1,297	1,147	150
Customer Allocation Percentages		88.4%	11.6%
Collected Material Tons	4,539.50	1,491	3,048
Collected Material Percentages		33%	67%

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
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								
Collection Cost per Yard		48,774	\$	43,897	\$	43,897	\$	
Sample Rate Calculation								
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	\$ 31	\$ 62		
95 gal cart	\$ 18	\$ 26	\$ 45	\$ 45	\$ 90		
2 yard	\$ 55	\$ 106	\$ 199	\$ 199	\$ 386		
3 yard	\$ 81	\$ 156	\$ 296	\$ 296	\$ 576		

Table 9: Annual Commercial Container Collection Rate

Volume	EOW		1		2	
65 gal cart	\$ 240	\$ 372	\$ 372	\$ 744		
95 gal cart	\$ 312	\$ 540	\$ 540	\$ 1,080		
2 yard	\$ 1,272	\$ 2,388	\$ 2,388	\$ 4,632		
3 yard	\$ 1,872	\$ 3,552	\$ 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	\$ -

Table 1: Projected Solid Waste Asset Purchases

Asset	Purpose	Purchase Year	Cost Each
2014 Mack	Replace 2001 Mack	FY 2014-15	\$ 183,600
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Collected Material Tons	4,539.50	1,491	3,048
Collected Material Percentages		33%	67%

Table 3: Allocated Collection Costs

Cost	Allocation Method	FY 14-15			FY 15-16			FY 16-17		
		Commercial	Residential	Commercial	Commercial	Residential	Commercial	Commercial	Residential	Commercial
Labor Expense	labor hours									
Collection Expense	route hours									
Admin Expense	customers									
Disposal / Recycling	tons / actual									
Overhead Allocation	route hours									
Container Expense	actual									
Truck Replacement	route hours									
Total Cost										

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
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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		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					
Sample Rate Calculation												
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	\$ -



**Town of Surfside
Commission Communication**

Agenda Item # 9B

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 95th 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 #: 9C

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.

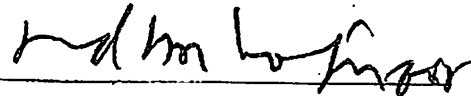
IN WITNESS WHEREOF, the Parties have executed this MOU as of the day and year first written above by their duly authorized representatives.

BAL HARBOUR VILLAGE, FLORIDA


BY: 
Ellisa Horvath, Village Clerk

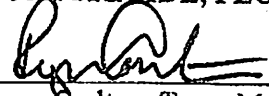
BY: 
Alfred J. Treppeda, Village Manager

APPROVED AS TO LEGAL SUFFICIENCY:

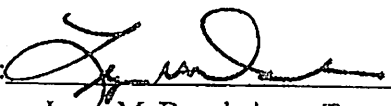
BY: 
Richard Jay Weiss, Village Attorney

TOWN OF SURESIDE, FLORIDA

BY: 
Debra Eastman, Town Clerk
TOWN DI CENSO, INTERIM

BY: 
Roger Carlton, Town Manager

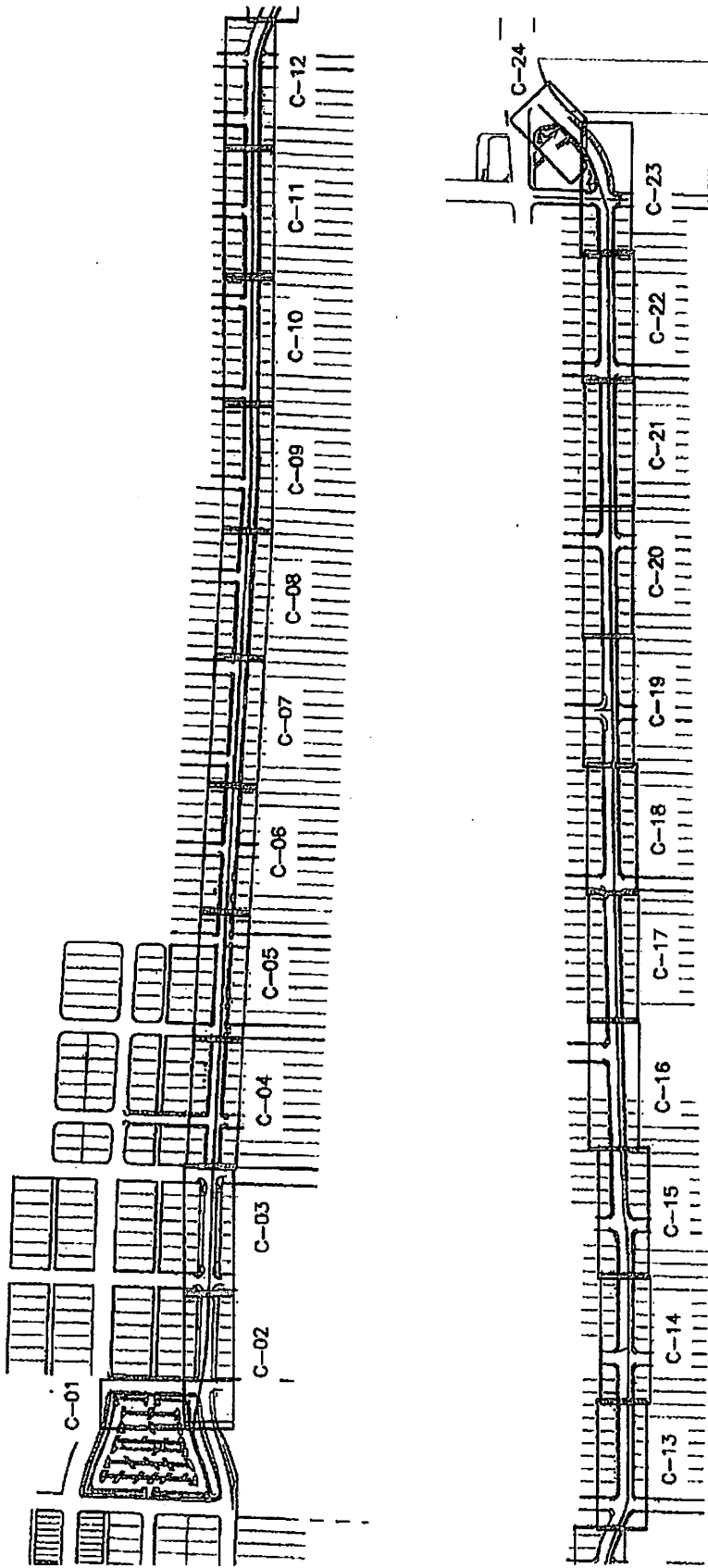
APPROVED AS TO LEGAL SUFFICIENCY:

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: J.S.
 CHECKED BY: J.S.
 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: 774-1111

PROVIDED BY: WATER SUPPLY
 DATE: _____
 FLORIDA PROFESSIONAL ENGINEER NO. 8222

DATE: 09-15-56
 DESIGNED BY: J.S.
 DRAWN BY: J.S.
 CHECKED BY: J.S.

NO.	DATE	REVISION

Exhibit "B"

CONSTRUCTION AGREEMENT

SECTION 00500

AGREEMENT

THIS AGREEMENT, made and entered into on this 17th 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 14.0 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 96TH 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 72ND 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

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:

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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.
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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. 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 Reed

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

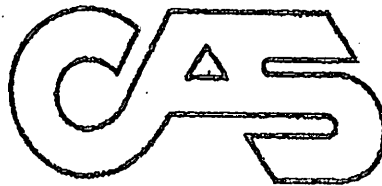
FOR

SEWER FORCEMAIN REPLACEMENT (COLLINS AVENUE)
FROM PS-2 TO CITY OF MIAMI BEACH
POINT OF CONNECTION ON 74TH 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 74TH 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 74th 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 96th 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 96th 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 74th Street, west to the proposed tie-in point on 74th 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 74TH 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.

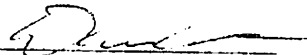
Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 9 day of August, 2011


Moved. Commissioner Karukin
Second. Commissioner Olchyk

FINAL VOTE ON ADOPTION

Commissioner Michael Karukin *yes*
Commissioner Edward Kopelman *absent*
Commissioner Marta Olchyk *yes*
Vice Mayor Joseph Graubart *yes*
Mayor Daniel Dietch *yes*


Daniel Dietch, Mayor

Attest:


Debra E. Eastman, MMC
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

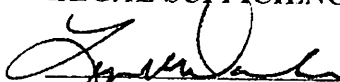

Lynn M. Dannheisser, Town Attorney

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:

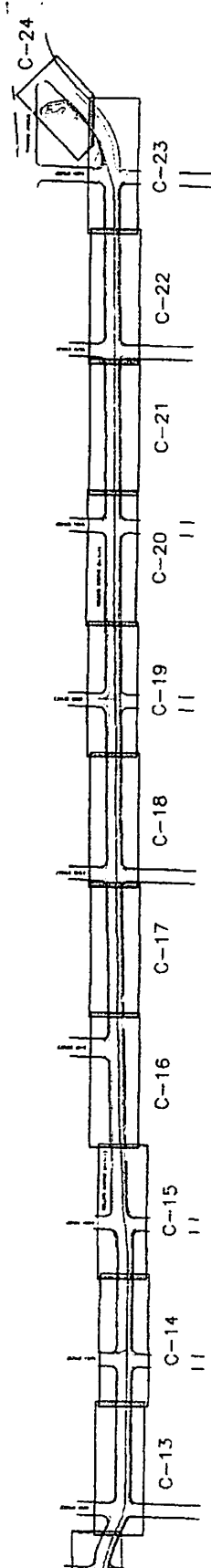
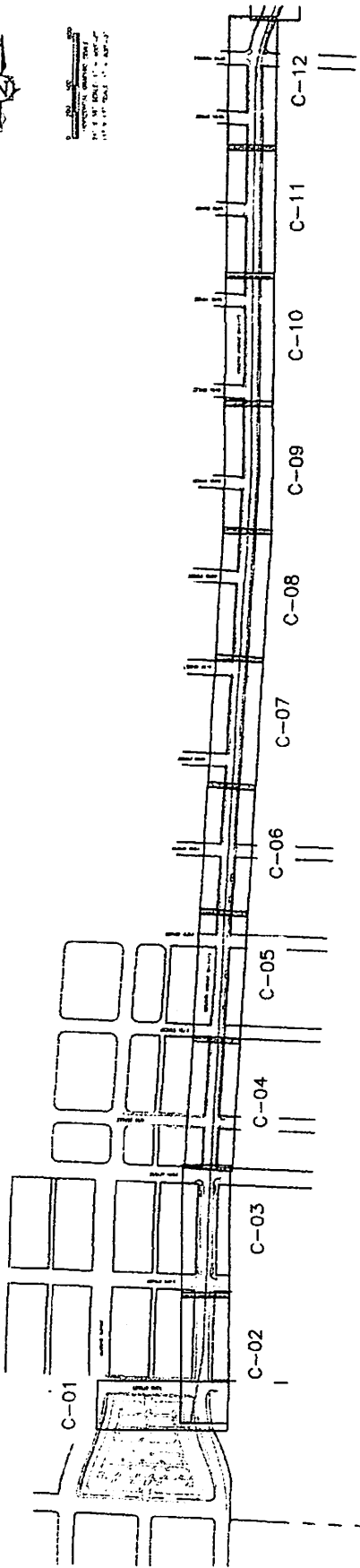
BY: _____
Lynn M. Dannheisser, Town Attorney

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



DATE: 09/11/11
 DRAWN BY: [illegible]
 CHECKED BY: [illegible]
 PROJECT: [illegible]



FOR CONSTRUCTION

FILE NO: 09-1556-02-REV. 04
 DATE: 09/11/11 - 3:10pm
 09-1556

BAL HARBOUR PROJECT 3
 FORCE MAIN IMPROVEMENTS
 KEY SHEET
 & SITE PLAN

VILLAGE OF BAL HARBOUR
 BAL HARBOUR, FLORIDA

CRAIG A. SMITH & ASSOCIATES
 1711 N.W. 10th Ave., Suite 100
 Fort Lauderdale, FL 33304
 PHONE: (954) 577-1111
 FAX: (954) 577-1112
 WWW.CAS-FL.COM

DATE: 09/11/11
 TIME: 3:10pm
 DRAWN BY: [illegible]
 CHECKED BY: [illegible]

DATE: 09/11/11
 TIME: 3:10pm
 DRAWN BY: [illegible]
 CHECKED BY: [illegible]

EXHIBIT B

SECTION 00500

AGREEMENT

THIS AGREEMENT, made and entered into on this 17th 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 96TH STREET
BAL HARBOUR, FL 33154

CONTRACTOR: TB LANDMARK CONSTRUCTION, INC.


ENGINEER: CRAIG A. SMITH & ASSOCIATES

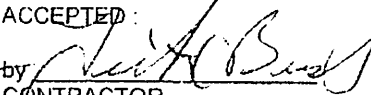
YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THE CONTRACT DOCUMENTS.

DESCRIPTION: EXTEND THE POINT OF CONNECTION FURTHER SOUTH, AT 72ND 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.
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.

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. HOVYAT
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 74TH 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 74TH 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 74rd 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 96th 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 96th 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 74th Street, west to the proposed tie-in point on 74th 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 74TH 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

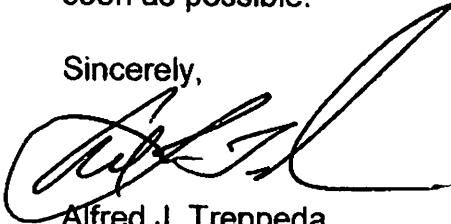
\$ 420,000 (Engineering & Permitting)

\$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 17th 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	2,691,819.55	-	-	-	
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		NON-NEGOTIABLE **1,527,797.92	



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. Costello
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 *Michael Cotty*

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 #: 9D

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



Memorandum

To: Town Commission

From: Duncan Tavares, TEDACS Director

Date: 11/12/2014

Re: Possible dates for a Joint Meeting with the Tourist Board

Agenda: Changes to the Resort Tax Ordinance, Tourist Board Ethics, Governance and Policies and Procedures.

Please note that to ensure that all Tourist Board members are present*, the joint meeting needs to occur at a regularly scheduled Tourist Board meeting.

Scheduled dates are as follows:

Monday December 8, 2014

Monday January 12, 2015

Monday February 2, 2015

While the Tourist Board usually meets at 6pm, a 7pm time is possible.

(in order to pass some of the recommended changes, if this is the direction provided, all members of the Town Commission also need to be in attendance)*



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

November 12, 2014

Michael Crotty
Town Manager
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154

Subject: Status Update on Beach Related Items

Dear Mr. Crotty:

This letter provides a status update on various items related to the Town's beaches since the last update dated October 7, 2014.

1. Engagement with FDEP

A meeting was held with the Florida Department of Environmental Protection (FDEP), Town staff and representatives and three town residents. The Director and Deputy Director of FDEP's Division of Water Resource Management participated in the call. Meeting minutes were developed with a draft copy attached. As of today, the FDEP is still reviewing the minutes. They had one minor comment based on a cursory review but were having their legal counsel perform a review. In summary, the following items were determined during the meeting.

- The Town can have criteria for sand to be placed on the beach that are more stringent than FDEP criteria and there is precedent for this (Walton County).
- The FDEP does not see the need for a rule change to allow replacement of sand excavated from the site with sand from an upland source.
- They will consider a modification to the County's permit to place sand seaward of the mean high water (MHW). However, the Developer will have to place the same volume of sand above MHW that was excavated. Therefore, the Developer will have to truck in sand equal to the volume of sand placed below mean high water.
- The FDEP did not provide any guidance on standards for contaminants noting that background levels can vary. They suggested reviewing whether the site was considered a brownfield before imposing a financial burden on a Developer unless there's an expectation of contamination.
- The FDEP fielded several questions from the residents including a request for a follow-up call.

2. Status of Draft Regulations

The FDEP agreed with the proposed mechanism by which the Town of Surfside is proposing to regulate the quality of sand being placed along the beach. A draft of the collection and testing protocols for geotechnical characteristics (mean grain size, sand color, silt content, and non-conforming material) of the sand has been developed along with the standards to be met (CB&I letter dated



October 8, 2014). A draft of the collection and testing protocols for sand contamination were submitted by Dr. Teaf. Standards for acceptable levels of contamination are still under development.

Draft regulation language that will conform to the Town's codes is under development.

3. Moving Sand into the Dunes

Both the Chateau and the Surf Club are looking to place sand within the dune system. The first step in this process is to determine whether the sand is contaminated. LandScience Environmental Consultants and Engineers collected samples along the beach on October 31. The sand is currently being analyzed. It may be another week or two until the results are available. The Chateau is also undertaking contaminant and geotechnical testing but I'm unaware of their schedule at this time.

If the sand is determined to be clean, then a modification to an existing permit or a new permit would be required to place the sand within the dunes. The Town could apply for a new permit or either the Surf Club or the Chateau could modify their permits to facilitate this work. Development of a new permit by the Town is on hold pending the test results and subsequent conversations with the Surf Club and Chateau representatives. The Surf Club and Chateau are having independent conversations with the FDEP to resolve their outstanding permit issues. Resolution of their issues is outside the Town's jurisdiction though the Town has indicated to both parties that they are willing to facilitate a solution. The Town has indicated to both parties that a permit modification is the preferred alternative.

4. Request to Revise the Miami-Dade County Permit

I have spoken with Brian Flynn, who is the Special Projects Administrator for the County, regarding revision of the County's permit to include Surfside as a site where placement below mean high water is allowed. 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.

We discussed this potential permit modification with the FDEP. They didn't comment as to whether a new permit or a permit modification is preferable. They indicated that this would be seen as removal of sand from the system and that a Developer would have to bring an equivalent volume from an upland site. This implies that the only cost saving to the Developer is the difference between placing the sand offshore verses trucking it to the nearest landfill.

The Town will incur costs to develop this permit modification. Depending on the extent of biological characterization required by the FDEP and USACE to modify the permit, this cost could exceed \$50,000. The cost will depend upon available data, the status of the permit application for the next USACE project, and the opinion of the agencies reviewing the modification request as to the data



necessary to support the request. Initiating an official request to the County is a preliminary step in modifying the permit.

Following the conference call with the FDEP, Town residents expressed concerns about allowing placement of excavated sand below mean high water. They noted that if the Surf Club sand had been placed below mean high water it would have been exceptionally difficult to address concerns with the quality of the material.

5. Scarps along the Town's Beach

The County grades the beach to knock down scarps along the beach. They are coordinating with the sifting operations being performed by the Surf Club.

Please call me if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads 'G. Thomson'. The signature is written in a cursive style with a long, sweeping underline that extends across the line.

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

cc: Joseph Kroll, Town of Surfside

P:\Dade\152679 Surfside\Letter - Crotty - Status Update #2 - 11-11-14.docx

Meeting Minutes

Proposed Criteria for Sand Excavated Seaward of the CCCL in the Town of Surfside

Date: October 29, 2014

Time: 2:00 – 3:00pm EST

Location: Conference Call

Attendees:

Mark Thomasson - FDEP, Director, Division of Water Resource Management
Danielle Irwin - FDEP, Deputy Director, Division of Water Resource Management
Michael Crotty - Town of Surfside, Town Manager
Linda Miller - Town of Surfside, Attorney
Manny Anon, Jr. - Town of Surfside, Attorney
Ross Prieto - Town of Surfside, Building Official
George Kousoulos - Town of Surfside, Resident
Debbie Cimadevilla - Town of Surfside, Resident
Monica Grandeze - Town of Surfside, Resident
Sarah Sinatra - CGA Solutions
Nancy Stroud - Lewis, Stroud and Deutsch
Gordon Thomson - CB&I

1. Opening Comments

Mark Thomasson said that he was sorry that the previously discussed in-person meeting had to be postponed and shifted to a conference call but was happy to discuss the topic. The FDEP had received the correspondence regarding the meeting topics last week.

Gordon Thomson provided a brief background into the reason for the call. A developer had excavated sand from seaward of the CCCL and placed that sand along the beach in adherence to the FDEP permit. While there are outstanding permit issues with non-compliant material that are being addressed, the residents were concerned with contaminants within the sand and the physical composition of the sand (texture and color). Residents raised their concerns with the Town and a committee was convened to provide recommendations as to how to address the residents' concerns. One of the proposed items is for the Town to develop its own criteria for placement of sand seaward of the CCCL. This meeting was requested by the Town to solicit comments from the FDEP on several items under consideration.

2. Replacement of Excavated Sand from an Upland Source

One of the resident's objections is to the color of the sand. Enforcing stricter color standards than used by the FDEP will likely result in the excavated sand being rejected by the Town. This

would require the excavated sand being removed and replaced with sand from an upland sand source. The Town provided draft language for a rule change.

The FDEP does not think that there will be a need for a rule change. The net excavation rule can be interpreted to allow for replacement of the excavated sand with upland sand. The sand would have to be consistent with both FDEP and Town requirements. The applicant would have to place an equivalent volume.

A local government having a different standard than the FDEP is permissible and there is precedent. Walton County has a requirement for very white sand. The Walton County situation is slightly different from the Town of Surfside as their standard matches native sand while the Town of Surfside would be matching a nourished beach condition, which is not necessarily the native condition. Still it shows that a different standard can be applied.

The Town asked if there would need to be a change to the existing permit application form. The FDEP did not think so. The existing permit application requires a table showing no net excavation. However, the Town may need additional information beyond what the FDEP will request and there can be a cost to the applicant for that. The FDEP will only require that the applicant meet the FDEP standard and will review the application per FDEP rules.

The FDEP suggested that any Town zoning changes be limited to CCCL applications because this area is within the Miami-Dade nourishment area. It would be unfortunate if the Town's language restricted the larger project. The USACE is considering an upland sand source and the zoning language should consider this.

The requirements should also carefully consider grain size. The proposed grain size range is based on the sand criteria within Miami-Dade County's current truck haul permit. The FDEP could reject sand based on grain size if it doesn't match. Concerns were expressed about the texture of the recently excavated material that was placed on the beach. The problem is that while the sand can meet a mean grain size, the distribution of that material can be very tight around the mean or very broad.

The FDEP also cautioned that not all upland sand sources may meet a stringent color standard.

3. Modifying Miami-Dade County's Truck-Haul Permit

The Town was discussing with Miami-Dade County to modify the County's truck haul permit, which allows placement of sand below mean high water. The concept is that the Developer could place sand below mean high water, which would partially address the color and contaminant concerns of the residents while avoiding the high costs of trucking sand from 100 miles away.

The FDEP indicated that placement of sand below mean high water would be viewed as removal of volume from the system. While it could be allowed, the developer would have to truck an equivalent volume of sand in from an upland source and place that volume above mean high water and east of the CCCL.

4. Urging Resolution on Contaminants

The Town is considering an urging resolution requiring contaminant testing for sand placed along the beach. This resolution would not just be for the Town of Surfside, but have other municipalities join them as well. The Town requested guidance as to whether there was a set of standards or limits on various contaminants that should be followed.

The FDEP preferred not to provide a specific standards because they do not have sufficient data for all possible contaminants. Also, there can be different standards for different areas because of background levels. The FDEP recognized the general concern and understands the higher levels of arsenic were found in the sand. However, this appears to be commensurate with background levels of arsenic. The FDEP suggested that the Town may want to consider whether the area is a previous brownfield site before requiring contaminant testing because there may not be a need to impose a financial burden on the applicant unless there's an expectation for contaminants to be above background.

5. General Discussion

- Debbie Cimadevilla thanked the FDEP for taking the time to talk with them. She said she was outraged that material from a demolished building was placed on the beach. The beach is not just a barrier but their back yard. Children play along the beach and end up with sand in their mouths. She recognizes that it appears to be up to the Town to institute testing of the sand and asked whether the FDEP will accept that. She said that the sand that was recently placed tested positive for leachable lead and she's not comfortable with that. Over 300 residents signed a petition asking for stricter tolerance of the sand.

The FDEP responded that stricter regulations on contamination could be part of the Town's criteria and that including it within the zoning requirements would be appropriate.

- Sarah Sinatra stated that the proposed testing would require a technical report and asked whether the Town was going to retain a consultant to review these reports. The FDEP agreed that if the proposed criteria was made part of the Town's zoning requirement then it would be a municipality responsibility.

Mike Crotty agreed but highlighted that if the new criteria were put in place, then the Town would be in a position where it could prevent a permit that would otherwise have been issued. That could potentially be interpreted as a take.

- Mike Crotty asked if this was a new issue or whether other municipalities were facing similar issues. The FDEP said that the CCCL permit process typically resulted in excavated material being retained on the applicant's lot. However, there is a current trend for much larger development and the placement of excess material along the beach is relatively new without a long history. Surfside appears to be a "hotspot" for this type of development and placement of sand beyond the applicant's property.

George Kousoulos pointed out that, until recently, most developers did not look to go substantially underground. However, there was now a sensitivity to views from the street of seeing parking garages and that lowering the garages was becoming favored. The Town has limited the height of the building so developers have responded by going deeper. Part of this issue is a parking problem. Sarah Sinatra said that the Town's development codes required on-site parking.

- Monica Grandeze asked whether it was the Town's or FDEP responsibility to enforce the regulations. She has not seen this level of debris being placed on the beach before and it's clear that the permit does not allow it.

The FDEP responded that they are responsible for enforcing the permit and that they are finalizing a remediation plan with the Surf Club. They are working with the applicant under a Consent Order. Remediation should be getting started once sea turtle nesting season is over.

- Monica Grandeze said that the residents are united. Their beach provides storm damage protection but is also their backyard. There are many more people in the community with questions and asked how to request a similar meeting in the future.

The FDEP responded that they are available for future conference calls. The conversation is more productive when there are specific questions so that the FDEP can be prepared and provide specific responses.

- In closing, the Town thanked the FDEP for their time.

The FDEP closed by saying that they enforce the permit conditions. Often, residents are the best source of information for the FDEP and encouraged them to keep the department informed.

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 permit modification request 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

Sandra Novoa

From: Michael Crotty
Sent: Tuesday, November 11, 2014 12:45 PM
To: Daniel Dietch
Cc: Sandra Novoa
Subject: RE: Ruth K. Broad Carnival - Dec 13th

Ok—will place on the Nov. 18 agenda as I see this “sponsorship” as a donation.



Michael P. Crotty
 Town Manager
 Town of Surfside
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 (305) 861-4863 (305) 993-5097 F
 Email: mcrotty@townofsurfsidefl.gov
www.townofsurfsidefl.gov

From: Daniel Dietch
Sent: Tuesday, November 11, 2014 12:20 PM
To: Michael Crotty
Cc: Julia Magnani; Mitra Raheb; Nadine Muller; Dr. Rodriguez
Subject: RE: Ruth K. Broad Carnival - Dec 13th

Mr. Manager - please consider the request below. As the request is within your spending authority, I am supportive of the allocation. Or if you would prefer to receive direction from the majority of the Commission, kindly place the item on the November 18th Commission Agenda. Thanks. Daniel

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 Daniel E. Dietch
 Mayor
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From: Julia Magnani [juliam25@bellsouth.net]
Sent: Monday, November 10, 2014 10:23 PM
To: Daniel Dietch
Cc: Mitra Raheb; Nadine Muller; Dr. Rodriguez
Subject: RE: Ruth K. Broad Carnival - Dec 13th

Dear Commissioners,

I am writing to ask if the Surfside Commission would consider supporting the school again this year with a \$500 sponsorship toward one carnival ride for the event on December 13th. As you know this is an annual event and is our biggest fundraiser of the year. Our goal this year is to raise enough money to purchase computers for a computer lab in order to provide students and teachers with the resources they need to prepare for this year's online testing. Please consider this request and understand the larger impact it has on our community school and children.

Thank you,

Julia Magnani

M. Kotler Realty

305.610.1876