



**Town of Surfside
Town Commission Meeting
AGENDA
March 10, 2015
7 p.m.**

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

Rule 7.05 Decorum. Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the commission shall be barred from further appearance before the commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the commission members present. No clapping, applauding, heckling or verbal outbursts in support or opposition to a speaker or his or her remarks shall be permitted. Signs or placards may be disallowed in the commission chamber by the presiding officer. Persons exiting the commission chambers shall do so quietly.

1. Opening

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

2. Quasi-Judicial Hearings (None)

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

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

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

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

- A. Minutes – Sandra Novoa, CMC, Town Clerk Page 1 - 18**
February 10, 2015 Regular Commission Meeting Minutes
February 12, 2015 Special Town Commission Meeting Minutes
- B. Budget to Actual Summary as of December 31, 2014 – Guillermo Olmedillo, Town Manager Page 19 - 22**
- *C. Town Manager’s Report – Guillermo Olmedillo, Town Manager Page 23 - 35**
- *D. Town Attorney’s Report – Linda Miller, Town Attorney Page 36 - 41**
- E. Committee Reports – Guillermo Olmedillo, Town Manager Page 42 - 61**
- December 4, 2014 Pension Board Minutes
 - January 27, 2015 Parks and Recreation Committee Minutes
 - January 29, 2015 Planning and Zoning Board Minutes

- F. Approve and enter into an Interlocal Agreement with Miami Dade County for the use of the County Solid Waste Management System – Guillermo Olmedillo, Town Manager Page 62 - 81**

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR USE OF THE COUNTY SOLID WASTE SYSTEM MANAGEMENT SYSTEM; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- G. Mutual Aid Agreement between the City of Sunny Isles Beach Police Department and the Town of Surfside Police Department – Guillermo Olmedillo, Town Manager Page 82 - 96**

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA ACKNOWLEDGING THE MUTUAL AID AGREEMENT BETWEEN THE TOWN OF SURFSIDE POLICE DEPARTMENT AND THE CITY OF SUNNY ISLES BEACH POLICE DEPARTMENT; AUTHORIZING THE TOWN MANAGER AND CHIEF OF POLICE TO EXECUTE AND IMPLEMENT THE TERMS AND CONDITIONS OF THE MUTUAL AID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

- H. A Resolution of the Town of Surfside expressing its opposition to any increase in gasoline taxes by the Congress of the United States or the Legislature of the State of Florida – Vice Mayor Eli Tourgeman Page 97 - 99**

A RESOLUTION OF THE TOWN OF SURFSIDE EXPRESSING ITS OPPOSITION TO ANY INCREASE IN GASOLINE TAXES BY THE CONGRESS OF THE UNITED STATES OR THE LEGISLATURE OF THE STATE OF FLORIDA; DIRECTING THE TOWN CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO THE UNITED STATES CONGRESS, FLORIDA LEGISLATURE, FLORIDA LEAGUE OF CITIES, THE MIAMI-DADE COUNTY LEAGUE OF CITIES, INC., THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, AND ALL THE MUNICIPALITIES OF MIAMI-DADE COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE

- I. Mutual Aid Agreement between the City of Miami Gardens Police Department and the Town of Surfside Police Department - Guillermo Olmedillo, Town Manager Page 100 - 111**

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA ACKNOWLEDGING THE MUTUAL AID AGREEMENT BETWEEN THE TOWN OF SURFSIDE, FLORIDA AND THE CITY OF MIAMI GARDENS, 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 8:45 p.m.) (Note: Good and Welfare must begin at 8:15)

A. Second Reading Ordinances

- 1. Expanded Polystyrene Ordinance – Mayor Daniel Dietch Page 112 - 117**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING ARTICLE I OF CHAPTER 34 “ENVIRONMENT” AND SPECIFICALLY CREATING SECTION 34-9 “PROHIBITIONS REGARDING SALE OR USE OF EXPANDED POLYSTYRENE FOOD SERVICE ARTICLES BY TOWN CONTRACTORS AND SPECIAL EVENT PERMITTEES” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES;

AMENDING CHAPTER 34 “ENVIRONMENT” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES AND SPECIFICALLY AMENDING SECTION 34-78 “DEFINITIONS” AND AMENDING SECTION 34-80 “PROHIBITIONS ON LITTER; CIVIL FINES FOR VIOLATIONS; ENFORCEMENT; APPEALS; LIENS”; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

- 2. Beach Sand Quality Ordinance – Mayor Daniel Dietch *{ITEM LINKED TO ITEM 9H AND 9I}* Page 118 - 127**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING ARTICLE I OF CHAPTER 34 “ENVIRONMENT” AND SPECIFICALLY CREATING SECTIONS 34-2 to 34-8 “BEACH SAND QUALITY” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES; AMENDING CHAPTER 14 “BUILDING” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES AND SPECIFICALLY AMENDING SECTION 14-28 “ISSUANCE OF BUILDING PERMITS”; AMENDING CHAPTER 90 “ZONING” AND SPECIFICALLY SECTION 90.5 “COMPLIANCE WITH REGULATIONS”; 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 9:30 p.m.) (Note: Good and Welfare must begin at 8:15)

B. First Reading Ordinances

- 1. Amending Chapter 54 “Prohibited Noises”, specifically Section 54-77 “Waiver of Division Provisions” – Commissioner Marta Olchyk Page 128 - 130**

AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 54 “PROHIBITED NOISES”; SPECIFICALLY AMENDING SECTION 54-77 “WAIVER OF DIVISION PROVISIONS”; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

5. Resolutions and Proclamations

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

- A. Grant Writing Services – Guillermo Olmedillo, Town Manager Page 131 - 133**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AWARDED THE GRANT WRITING BID TO ANGIE BREWER & ASSOCIATES, LC TO PROVIDE GRANT WRITING SERVICES PER THE REQUEST FOR PROPOSAL NO. 2014-009 (THE “RFP NO. 2014-009”); AUTHORIZING THE TOWN MANAGER OR DESIGNEE TO ENTER INTO AN AGREEMENT WITH ANGIE BREWER & ASSOCIATES, LC; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

7. Town Manager and Town Attorney Reports

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

All items on the Consent Agenda are considered routine or status reports by the Town Commission and will be approved by one motion. Any Commission member may request 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. Sustainability Committee – Mayor Daniel Dietch Page 134 - 136**
- B. Next Step for Review of the Charter Review – Commissioner Michael Karukin Page 137 - 138**
- C. Post Office Parking Lot Parking Structure Update – Guillermo Olmedillo, Town Manager {SET FOR TIME CERTAIN 8:30 PM} Page 139 - 144**
- D. Confirming the May 4, 2015 Joint Meeting of the Town Commission and Tourist Board – Guillermo Olmedillo, Town Manager Page 145**
- E. Flavored Tobacco and Electric Cigarettes – Vice Mayor Eli Tourgeman Page 146 - 149**
- F. Community Rating Systems (CRS) Program for Public Information (PPI) – Guillermo Olmedillo, Town Manager Page 150 - 162**
- G. Destination Resorts Opposition Resolution – Mayor Daniel Dietch Page 163**

H. Additional Comments from Residents on Beach Sand Quality Ordinance – Guillermo Olmedillo, Town Manager {*ITEM LINKED TO ITEM 4A2 AND 9I*} **Page 164 - 184**

I. Sand Relocation Options – Guillermo Olmedillo, Town Manager {*ITEM LINKED TO ITEM 4A2 AND 9H*} **Page 185 - 186**

10. Adjournment

Respectfully submitted,



Guillermo Olmedillo
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.townofsurfsidefl.gov

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

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



**Town of Surfside
Town Commission Meeting
MINUTES
February 10, 2015
7 p.m.**

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

1. Opening

A. Call to Order

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

B. Roll Call of Members

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

C. Pledge of Allegiance

Police Chief Allen led the Pledge of Allegiance

D. Mayor and Commission Remarks – Mayor Daniel Dietch

Vice Mayor Tourgeman thanked the community for all the support they have extended to him and his family while facing a very difficult time with the passing of his mother.

Commissioner Cohen asked for a special moment of silence for Vice Mayor Tourgeman and his family. Commissioner Cohen thanked the community for all the emails and input he has received and said he would meet one on one to discuss any concerns they may have.

Mayor Dietch and on behalf of his colleagues, expressed sincere appreciation to John DiCenso for coming in as Interim Town Manager and helping the town of Surfside in their time of need. In recognition of his service in various positions he held in the town, a brick honoring him has been placed at the Community Center.

The Mayor explained the procedure which is followed in conducting a meeting and it was brought to his attention that the last meeting was not managed well. Therefore on this agenda they will discuss decorum. They have a new process and speaker cards will be used to allow public input but asks they indicate the item they wish to speak on an if not on the agenda then they can be heard in Good and Welfare. He asks the community to hold themselves to a higher standard and be respectful and he commits himself to do the same.

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

Commissioner Olchyk asked if items 9B and 9C be moved up on the agenda. Mayor Dietch said we can hear the items at 10:00 P.M.

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 gave an update on the Tourist Board Meeting and announced an upcoming event on Feb. 19, 2015. He also congratulated Parks and Recreation for the success of the 4K Run which they sponsored. The Silver Sneakers Program was mentioned and the community should call if they are interested in bringing the program into the city.

2. Quasi-Judicial Hearings (None)

3. Consent Agenda

Commissioner Olchyk pulled Item 15, 3B Monthly Budget page 14; Item 8 Holiday Lights page 19; Item 28 Landscaping page 26
Mayor Dietch pulled Item 1 Bus Service page 17

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

A. Minutes – Guillermo Olmedillo, Town Manager

January 13, 2015 Regular Commission Meeting Minutes

B. Budget to Actual Summary as of November 30, 2014 – Guillermo Olmedillo, Town Manager

***C. Town Manager's Report** – Guillermo Olmedillo, Town Manager

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

***E. Projects Progress Report** – Guillermo Olmedillo, Town Manager

F. Committee Reports – Guillermo Olmedillo, Town Manager

- October 30, 2014 Planning and Zoning Board Meeting Minutes
- November 3, 2014 Tourist Board Meeting Minutes
- December 15, 2014 Parks and Recreation Committee Meeting Minutes
- December 15, 2014 Tourist Board Meeting Minutes
- January 8, 2015 Planning and Zoning Meeting Minutes
- Commissioner Olchyk pulled item 15, 3B Monthly Budget page 14; item 8 Holiday Lights page 19; item 28 Landscaping page 26
- January 12, 2015 Tourist Board Meeting Minutes

Pulled Items:

-Item 1 Bus Service - Mayor Dietch asked the Town Manager to go forward with linking the service with our neighboring coastal communities as we do not have to wait for Miami-Dade Transit to help. We have the interest and support of

neighboring administration. The Town Manager has been in contact with the Town Managers of neighboring communities and will follow through with the item.

-Item 15, 3B Monthly Budget - Commissioner Olchyk asked for an explanation of the deficit in water and sewer. Finance Director Don Nelson explained the report in more detail and said the final figures are on the positive side and the presentation does not show it.

-Item 8 Holiday Lights – Town Manager Olmedillo said the Tourist Board had approved to extend the lights until April at a cost of approximately \$5,500. The Town Manager said if the idea was to keep the area illuminated then perhaps we should look into permanent lighting such as street light posts that would give character to the town. Tourist Director Duncan Tavares explained the costs of the renting of the lights which include monitoring every two days and also the electricity which costs about \$300 per month. Vice Mayor Tourgeman was not in favor of spending \$5,500 as originally he believed there would be no cost to extend the lighting as presented at the Tourist Board Meeting. Commissioner Olchyk was not in favor of spending additional monies for these lights. Commissioner Cohen read the agreement with the vendor and the lights could be extended without additional costs. The Town Manager will meet with the vendor and work out the issue.

-Item 28 Landscaping – Commissioner Olchyk said after speaking with many people she has been advised not to pursue this until next year. For the record she said she would not do anything unless there were at least three bids and hopes this stands for all issues we put out for bids. The Mayor explained that although we did piggy-back with the City of Adventura on their landscape contract there was still a competitive action.

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

4. Ordinances

A. Second Reading Ordinances

1. 10% Window for Each Story – Guillermo Olmedillo, Town Manager

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.

Mayor Dietch read the title of the ordinance.

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

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

B. First Reading Ordinances

1. Expanded Polystyrene Ordinance – Mayor Daniel Dietch

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING ARTICLE I OF CHAPTER 34 “ENVIRONMENT” AND SPECIFICALLY CREATING SECTION 34-9 “PROHIBITIONS REGARDING SALE OR USE OF EXPANDED POLYSTYRENE FOOD SERVICE ARTICLES BY TOWN CONTRACTORS AND SPECIAL EVENT PERMITTEES” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES; AMENDING CHAPTER 34 “ENVIRONMENT” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES AND SPECIFICALLY AMENDING SECTION 34-78 “DEFINITIONS” AND AMENDING SECTION 34-80 “PROHIBITIONS ON LITTER; CIVIL FINES FOR VIOLATIONS; ENFORCEMENT; APPEALS; LIENS”; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Sandra Novoa read the title of the ordinance.

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

5. Resolutions and Proclamations

6. Good and Welfare

Mayor Dietch opened the meeting to Good and Welfare.

Public Speakers:

-Jeffery Platt spoke on the decorum issue. He felt the paragraph on the agenda was personally addressed to him as he speaks in a very passionate way and is not always in

agreement with decisions being made. The paragraph said a speaker will be limited or then asked to leave. The residents feel strongly on an issue when they believe they have been misled, misinformed and lied to.

-Students Working Against Tobacco spoke about the problem of candy flavored tobaccos as they are attracting young people to smoke. They are asking the town to pass a resolution banning the sale of candy flavored tobaccos. The Commission applauded their mission but also they really cannot tell a vendor they cannot sell tobacco.

-Monica Grandeze asked that she be listed on the agenda for a Special Meeting regarding sand. She had asked for approximately 45 minutes to give the residents presentation. She also asked for a question and answer portion at that meeting. She also asked what the action plan is regarding the sand issue.

-George Kousoulas feels development is getting a bad rap in this town as they are smaller and less dense than they could have been and the development that has taken place is good. The important thing is to grow with a synchronized plan. He said the city has the say when it comes to property rights and exemplified the twelve story limit.

-Marcos Arancibia speaking on behalf of Tina Paul said construction trucks are coming in as early as 6:00 a.m. well before the time allowed.

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

The Mayor addressed Mr. Platt and said he was sorry that he felt the language regarding decorum was directed at him as it was not. No one is trying to limit passion but said to bring it but the language the administration came up with was to create respect for all parties.

Commissioner Cohen said he thought that tones were set previously that had to be worked on and we are all trying to be more professional and communicate better. He respects Mr. Platt and his passion for this town. He again urged residents to take an interest in all issues the city has.

Commissioner Olchyk said she was offended when a piece of stone was placed on the dais as that was an improper way of expressing one's self. She felt it was disrespectful to the Commission as well as to the citizens of the town if there was damage done to the countertop and had to be replaced. She further said even though they may disagree they should always be respectful of one another and anyone wishing to speak for or against an issue has a right to present their point of view.

The Mayor said this was part of our code. He asked the Town Manager to reach out to Ms. Grandeze on her requests. Vice Mayor Tourgeman asked how we can fix the agenda to reflect the presentation to be given by Ms. Grandeze. Town Manager Olmedillo said it is a time management issue as there are three items on the agenda all of which will most likely be discussed and he is certain there will be several public speakers. Vice Mayor Tourgeman asked the Commission to allow time for the presentation regardless of how many items are on the agenda. The Mayor directed the Town Manager to use his professional judgment and work this out with Ms. Grandeze. Commissioner Cohen agreed with the Vice Mayor that everyone has the opportunity to speak at the meeting.

Commissioner Olchyk, speaking of past experiences on several committees, wanted it known that although there are committees that make recommendations it does not necessarily mean that their recommendations will be approved.

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. Proposed Policy and Enforcement Standards for Corner Visibility (Hedges & Fences) on Properties Located at Street Intersections –

Guillermo Olmedillo, Town Manager presented the item and standards to be met. Code Compliance Director Joe Damien asked for clear direction on the issue as they have paused endorsement until a new ordinance was adopted. Vice Mayor Tourgeman said we should be both reactive and proactive in the approach. If there is an area which poses a danger then the homeowner should be communicated to. The Mayor suggested Mr. Damian meet with a residents in perhaps a staff meeting, to educate them so they have the opportunity to bring any questions they may have. The Mayor also mentioned to move the stripes and stop signs.

Commissioner Tourgeman made a motion to proceed as discussed and stated. The motion received a second from Commissioner Olchyk and all voted in favor with Commissioner Karukin absent.

B. Participation During Public Meetings – Commissioner Marta Olchyk

Commissioner Olchyk stated she believes everyone has a right to speak and to their own opinion. She believes it is unfair for a meeting to be dominated by one issue when there are others items on the agenda which have to be addressed and equally important to some people. Many times at a meeting several speakers address the Commission with the same comments. The Commission has been very conscientious of the residents but she feels they are neglecting addressing other issues on the agenda because of time constraints. She personally has left meetings before they adjourned as the meetings have extended beyond 11:00 p.m. almost into midnight and she feels she has not been able to give her input on some issues. She is asking that a person be allowed to speak only once on an issue and not monopolize a meeting. She feels it is unfair to other people who have come to speak on an item and cannot because the meeting is being taken over by one issue. Therefore, she is asking her colleagues to look into the fairness by allowing everyone the same time.

Mayor Dietch agreed with Commissioner Olchyk and said there is room for improvement and he will do his part to try to streamline the meetings.

He said he wants to be respectful to the Commission and the community and also adhere to what the Florida Statutes allow and he will do his best.

- C. Noise from Construction Activities and Special Events** – Commissioner Marta Olchyk presented the item and said construction not only has extended hours and days and when she calls she is told it is an emergency. Town Manager Olmedillo said he feels an emergency should be defined before they are allowed extended hours of operation and is uncomfortable with the language which appears in the ordinance. He also said there are times when a construction operation requires hours outside the code because of large concrete pours.

Commissioner Olchyk made a motion to follow the recommendation of the Town Manager. The motion received a second from Vice Mayor Tourgeman and all voted in favor with Commissioner Karukin absent.

Public Speaker George Kousoulas said they should look at the code carefully because not all large concrete pours have to be done all at once and should not be considered a special condition for allowing extended hours.

- D. Byron Avenue Traffic Congestion/Public Safety Concern** – Guillermo Olmedillo, Town Manager presented the item and suggested before we go to an outside agency to first come up with a plan as to what they want to achieve. Then, we can see if we need County approval or outside help. Chief Allen also spoke and gave an update and said he would like to close streets but that requires an engineering study which costs money. Vice Mayor Tourgeman suggested opening 94th Street for residents going west into town (perhaps with a gate).

The Mayor opened the public hearing.

Public Speakers:

-Brendan Maloney thanked the Chief and staff for their service. He said he has seen deterioration in overall safety over the past several years. He also has seen a significant change in demographics in the town with younger families with children coming in. He feels it has become unsafe especially for children.

-Renee Tischler thanked the Chief, the Commission and Town Manager for looking into this issue. She agrees with what Mr. Maloney said. She mentioned the budget impact costs and feels we should close streets as to limit traffic as speed bumps would only slow traffic down.

-Clara Diaz-Leal said she is grateful that the town has finally seen there is a public safety issue. She feels this issue is a priority and it is unsafe and must be fixed.

-Deborah Cimadevilla agreed with what was said but wants consideration be given to 91st Street also. Even though there is a traffic signal cars speed up to make the light and it is a major problem.

Mayor Dietch wanted to know where the funding would come from. The Mayor asked the Town Manager to work out the details as to funding. Vice Mayor Tourgeman asked the Chief to look at past studies that have been presented. Commissioner Olchyk agrees that we should review past studies. Commissioner Cohen mentioned the need for sidewalks and gave his views as to the problem and possible future problems with traffic and possible solutions.

The Mayor directed the Chief and Town Manager to proceed with the study.

The Town Manager mentioned a meeting taking place tomorrow with the Historic Preservation Committee regarding the ordinance and asked if the Commission wanted representation at the meeting. The Commission was in agreement that we should have representation and voice our point of view and take an active role.

E. Town Commission and Tourist Board Joint Meeting – Guillermo Olmedillo, Town Manager

A date of May 4, 2015 has been tentatively scheduled by the Commission. The Town Manager was asked to correspond tomorrow with the Tourist Board and ask them to commit to the date of May 4th. The Vice Mayor will also make calls to the Tourist Board and the Town Manager will also contact Commissioner Karukin.

F. Ad-Hoc Sustainability Committee – Mayor Daniel Dietch

The Mayor explained the need for the committee and said it would be giving recommendations.

Public Speaker Marianne Meischied mentioned that two out of town people were being considered for this committee and her concern was not to have any potential member from of town but only Surfside residents. She urges the Commission to honor the wishes of its residents as they pay the taxes and should have a voice in what happens in their town.

The Mayor explained some non-resident people are considered because they may be better informed on some issues. They may also bring ideas from their communities. He also said this is just in the forming stage and we should look at what is best for the town.

Vice Mayor Tourgeman said the committee should be comprised of only Surfside residents from all across the city. Commissioner Cohen agrees with the Vice Mayor and only to bring in an outsider if needed.

The Commission agreed to go forward and the Town Manager and Mayor will work together on a draft.

The Mayor allowed Monica Grandeze to speak even though no speaker card was filled out. She spoke in favor of residents of Surfside only on the committee.

G. Post Office Parking Lot Garage Update – Guillermo Olmedillo, Town Manager gave an update.

There was discussion as to cost, what the plan is and, negotiating with the property owner.

Public speaker George Kousoulas said he had come up with a plan to be discussed. The Town Manager said he did see the plan in a presentation but said it was a concept and there are certain building blocks to look at. There are a number of restrictions to be met and when the concept was reviewed it did not meet certain zoning codes at that time. He explained once you have a concept it has to be further defined. He also said the concept presented by Mr. Kousoulas was very good. Mr. Kousoulas disagreed with the Town Manager but said the plan (not a concept) was thoroughly thought out. The Commission agrees that we should use the free services of Mr. Kousoulas and his expertise.

The Mayor asked the Town Manager and Mr. Kousoulas to meet and come back with a plan.

Public Speaker Lou Cohen said he was concerned that the Post Office lot may not be the best location and there should be discussion on other locations and not just think about cost factors.

H. Point Lake – North Canal Update – Guillermo Olmedillo, Town Manager gave an update

The Mayor asked the Town Manager to reach out to the residents and let them know where we are and actions to be taken.

10. Adjournment

The meeting adjourned at 10:14 p.m.

Accepted this _____ day of _____, 2015

Daniel Dietch, Mayor

Attest:

Sandra Novoa, CMC
Town Clerk



**Town of Surfside
Special Town Commission Meeting
MINUTES**

**February 12, 2015
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 7:06 P.M.

B. Roll Call of Members

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

C. Pledge of Allegiance

Chief Allen led the Pledge of Allegiance

2. Urging Resolution on Sand Chemical Testing – Mayor Daniel Dietch

A RESOLUTION OF THE TOWN OF SURFSIDE URGING THE STATE OF FLORIDA LEGISLATURE AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (“FDEP”) TO ESTABLISH CHEMICAL TESTING STANDARDS PRIOR TO ISSUING A COASTAL CONSTRUCTION CONTROL LINE PERMIT (“CCCL”) WHICH AUTHORIZES THE TRANSFER AND PLACEMENT OF EXCAVATED SAND SEAWARD OF THE CCCL ONTO A PUBLIC BEACH; RECOMMENDING ADDITIONAL CHEMICAL TESTING STANDARDS; ENCOURAGING SUPPORT FROM PUBLIC OFFICIALS AND UNITS OF GOVERNMENT TO SUPPORT THIS INITIATIVE; PROVIDING DIRECTION TO THE TOWN CLERK; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Mayor Dietch presented the item.

Commissioner Karukin said he commented on this item to Representative David Richardson and Mayor Dietch said he also mentioned it to David Geller and both thought the item was important enough to bring up to the State.

The Mayor opened the item for public comment.

Public Speakers:

Marianne Meischeid and George Kousoulas both were very supportive of the resolution.

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

3. Beach Sand Quality Ordinance – Mayor Daniel Dietch

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING ARTICLE I OF CHAPTER 34 “ENVIRONMENT” AND SPECIFICALLY CREATING SECTIONS 34-2 to 34-8 “BEACH SAND QUALITY” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES; AMENDING CHAPTER 14 “BUILDING” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES AND SPECIFICALLY AMENDING SECTION 14-28 “ISSUANCE OF BUILDING PERMITS”; AMENDING CHAPTER 90 “ZONING” AND SPECIFICALLY SECTION 90.5 “COMPLIANCE WITH REGULATIONS”; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Sandra Novoa read the title of the ordinance.

Jane Graham, Assistant Town Attorney presented the ordinance.

Commissioner Karukin made a motion for discussion. The motion received a second from Commissioner Cohen.

The Mayor opened the item for public comment.

Public Speakers:

-Marianne Meischeid feels we need more sand on our beach coming from developers and not smaller portions.

-George Kousoulas respectfully asked that all testimonials be heard before voting on the item. He explained in more detail the different exhibits in the residents report. Vice Mayor Tourgeman made a motion to allow Mr. Kousoulas an additional two minutes to speak. The motion died for lack of a second.

-Marcos Arancibia continued explaining the exhibits where Mr. Kousoulas left off. He mentioned that these were modest changes.

-Deborah Cimadevila said the ordinance does not include toxic materials and after consulting with a professional in the field, testing should also include for lead based paint and asbestos. She also asked that any debris be reported to the DEP as required. She also said the sand color should be seven as the Sand Committee agreed on.

-Tina Paul said we have been talking about this for ten months and the sand doesn't look right and doesn't feel right. She also said the ordinance should be retroactive and to fix the situation they have.

-Jeffrey Platt spoke about the sand color. He presented the color of 7.5 sand originally on the beach and what the Surf Club put down with the color of 6 sand which is what they all objected to. He cannot understand why the ordinance states that the sand color of 6 is acceptable when the Sand Committee was willing to compromise and accept the 7 color of sand. He feels the Commission is taking the advice from the developers and not listening to the citizens and the sand color should be brought back to a 7 in the ordinance.

-Larisa Alonso wanted the ordinance to include more strict regulations for lead. She further explained the danger of lead especially for children as defined by the Center for Disease Control.

-Norma Parron said we do not have control over what the Government puts on our beaches but we do have control over what developers put on our beaches. Therefore we should require strict regulations and whiter sand. She also was concerned that the Surf Club has put in larger dunes than others in the city, and how that would affect neighboring buildings if there was water intrusion from the ocean.

-David Raymond commended the Commission for presenting the ordinance for a first reading. He feels some issues have to be balanced out such as color. His primary concern is lead in the sand and also questions the size of the dunes of the Surf Club and how that will impact other buildings. He feels there should be more balance on the dunes throughout the city.

-Sharon Goldberg wanted to see stricter levels proposed for lead and numbers put in the ordinance such as the State of California does.

The Mayor asked the Town Attorney if the title of the ordinance would change if they were to make some changes in the ordinance. Attorney Miller said they could go forward even if some changes were to be made.

Vice Mayor Tourgeman would like to add to the ordinance Appendix A, Section 8, Phase 1, testing to include lead based paint and asbestos. He would also like to add under Appendix A, Item 5 language to be changed to "regardless of knowledge" instead of "if there is site specific knowledge" with regards to testing. He would like to add to Section A, Appendix B the value of the sand be changed from 6 to 7 and under number 5, to add testing for toxic materials.

Commissioner Karukin thanked all for their hard work on the issue. He would like to see this go forward as a necessary first step. He would like to get more staff and expert input before any changes are made. Commissioner Olchyk agrees with Commissioner Karukin to not make any changes at this time but to move the

ordinance forward. Vice Mayor Tourgeman was not in agreement and said the changes he suggested have been gone over by experts have been discussed before and is surprised they were not in the ordinance to begin with. Commissioner Cohen is in agreement with the Vice Mayor.

There was further discussion on changes to the ordinance and Assistant Town Attorney Graham explained why the changes were not included in the ordinance as presented. Commissioner Cohen said after hearing from Ms. Graham and the reasoning she presented, he now believes we should wait before changes are made this evening.

Gordon Thompson, consultant for the town of Surfside addressed the color of the sand which is at 6 and said if the sand is excavated it would most likely still be a 6 and if the ordinance reads sand must be a 7 then the developer would have to bring in new sand. Mr. Thompson said he recommended a 7 as that is what the citizens wanted. Vice Mayor Tourgeman was very strong in asking to make the change now to a 7 as this has been discussed and what the Sand Monitoring Committee recommended.

Vice Mayor Tourgeman made a motion to approve with his minor changes. The motion died for lack of a second.

Commissioner Olchyk made a motion to approve as accepted and upon the Mayor's direction to have the Town Manager work with the Town Attorney to meet with the experts and staff and present their report in time for the next Planning and Zoning Meeting. The motion received a second from Commissioner Karukin and the motion carried 4/1 with Vice Mayor Tourgeman in opposition.

Commissioner Olchyk made a motion to move forward on Zoning in Progress. The motion received a second from Commissioner Cohen and all voted in favor.

The Mayor invited Monica Grandeze to give the residents presentation. She thanked the Commission for allowing the residents the opportunity to express their views. She said the residents were traumatized to see their once pristine beach now filled with dark sand and debris. The presentation was very detailed with several graphs.

Ms. Grandeze pointed out the huge discrepancy in cost for removing the sand as their consultant estimated \$160,000 and the town estimated \$800,000. They have asked the town to get an actual quote from various contractors but the residents have not yet received that information.

A video was shown regarding dune revegetation and a video regarding dune height. Height of dunes at the Surf Club was also discussed.

Toxicology reports and graphs were presented and reasons why it should be included in the new ordinance.

Video was shown of past Sand Project Town Hall Meetings and what was agreed upon and questions why these agreements have not been met.

4. Sand Relocation Options – Guillermo, Olmedillo, Town Manager

Town Manager Olmedillo presented the item and gave an overview as to what had transpired over the months before he came into office and to date. He further said he wanted to review all the facts and expert reports before making any recommendations. He said conditions have changed from September 11th to date and that toxicology reports find no health hazards in the sand and that is why his recommendation was to leave the sand in place. He explained the discrepancy in estimated costs to relocate the sand. He is in favor of new vegetation as it would help preserve the dunes. He also explained the various costs that would be incurred going forward with other options. His report included three options consideration.

The Mayor opened the meeting for public comments.

Public Speakers:

-Attorney Claudio Riedi speaking on behalf of his client Debbie Cimadevilla and Glenn Taylor. He said as of today the DEP has not concluded its reports. He said if the mitigation plan was not executed properly then there would be a problem making the Surf Club and the town of Surfside liable. He also mentioned pollution into the waters and the Clean Water Act.

-Peter Glynn spoke regarding the dunes and said nature has already done its work and everything is mixed in and feels it is too late to do anything. If there is a cost to the city he believes nothing should be done.

-Jeffrey Platt related to the video previously viewed where Mr. Thompson of the Surf Club said just “tell us what to do and we will do it.” He feels the town never responded to what the residents wanted done and now all these different cost figures are coming up from the city. He believes when Mr. Thompson spoke he also was including the costs. He asked if the town went to the Surf Club and told them what needed to be done.

-Sharon Goldberg commented on the expert reports which indicate the levels of toxins and does not understand how they reported there is no evidence a health hazard and commented on the EPA standards.

-George Kousoulas does not see the Surf Club as the villain. The situation has been a mess for 11 months and now difficult to come to a conclusion. He said the issue has always been about sand transfer and not beach renourishment. He further said that if the town had previous standards regarding sand we would not have this problem. He asks the Commission to look at the ordinance very carefully.

-Marianne Meischied thanked Ms. Grandeze for the presentation and thanked Vice Mayor Tourgeman for taking an interest. She feels the other Commission members are washing their hands of making an informed decision and taking no action. The Surf Club has not complied with their permit and mitigation and asks the Commission why they are allowing them to run the town. She also inquired as to the \$1 million bond that the Surf Club provided to the town.

-Lou Cohen brought up two buildings on the beach that were built several years ago. The sand was dug up and spread along the beach and originally darker in color and a year later it had bleached out and there was no negativity input from the residents. The sand now being dug up is the same sand as before but now we have people looking at toxicology reports, the texture of the sand and color and feel the situation has been overblown.

-Peter Neville said previously the excavated sand was placed on the dunes. He also believes the extra sand should fill in the gaps between the streets and have bridges built

as once before and take this sand off the beach. He said his doctor has suspected that he has lead poisoning and he cannot go to the beach anymore as when he does he comes back with a rash. He is contemplating moving out of Surfside as he is very unhappy with the Commission and its decisions. He also doesn't understand how the city got involved with any costs as the Surf Club should be paying for all this.

-David Raymond said the recommendations of the Sand Committee was based on what the residents wanted and the expert reports which the city hired. He also addressed the costs that were quoted.

-Marcus Arancibia felt there was no point in having a Sand Committee, the Commission voting and when nothing was being done. He brought up two points he felt were incorrect in the Town Manager's report, the placement of sand on the dunes and the fact that the DEP has not concluded its report. He also questions why the city has to pay for this.

-Becky Hope commented on the budget costs and also believes the sand could stay and it has lightened up and supports the first option.

-Larisa Alonso wanted to remind the Commission that this was not about renourishment but excavated sand from the developers. She sees no conflict in wanting to have stricter standards and the sand put on the beach should have been the same as what was previously there. The town has the right to turn down the sand that was placed there and the town should not have to pay to have this remedied.

-Tina Paul said she does not go to the beach anymore and commented on the ordinance, resolution 15 and asked for an explanation.

-Norma Parron quoted from an article on page 2 of the Gazette and asked for an explanation of the mission on tourism.

-Ken Arnold feels there has to be some reasonability between the different sides. There is scientific data and then personal opinions. He suggests the new Town Manager meet with all sides and come up with a resolution to fix the problem. He also feels if the cost is in the low \$100 thousand we should fix it but if it should be around \$800,000 we should not.

-Michael Goldstein representing the Surf Club said the review from the FDEP is still ongoing and they have been working with them to satisfy all requirements. He feels there is no claim under the Clean Water Act and the town should not be intimidated by the Clean Water Act. He also said he believed there was no claim to be presented against the Surf Club and town and explained the liability and attorney's fees that Mr. Riedi mentioned.

He read a report from reputable scientists that said the sand placed on the beach was safe.

-Dr. Keith Tolson a faculty member at the University of Florida Miami was asked by the Surf Club to review the toxicology report and help DERM with the studies. His conclusion is that the sand on the beach is safe and the lead levels are not bad.

-David Goldman registered professional geologist said the findings of the hired consultants and experts were correct and the beach sand does not pose a health threat.

-Clara Diaz-Leal mentioned that the sand was to stay on the dunes but has been washed into the water and now it has to be replenished and someone has to pay for it.

-Attorney Alexander Tachnes of Fort Capital Management representing the Surf Club said according to all scientific tests and expert's reports we know there is nothing wrong with the sand. However they know that some residents are not happy and said their interests are aligned with the residents and the town of Surfside. He also mentioned the numerous times they have financially helped the town on projects even though they were

not legally obligated to do so. To help solve the problem and because they feel it is the right thing to do they are willing to donate \$250,000 to the town to purchase new sand and urges its neighboring developers to step up and help the town.

Commissioner Karukin made a motion to allow Mr. Tachnes additional time. The motion received a second from Commissioner Cohen.

Mr. Tachnes continued by saying there are two conditions that go along with the donation. (1) The existing sand is not to be removed from the beach; (2) the parties that have hired an attorney and threatened litigation enter into a settlement agreement that they will drop their objections in regards to this matter. Once that is done they will turn over the funds to the Town of Surfside.

-Juan Borges said all tests show that the sand meets the State's standards. The only outstanding issue is that the Surf Club still has a permit that has to be closed. He feels nothing should be done with the sand and sand does change color over time.

The Mayor closed the public comments.

Town Manager Olmedillo addressed some of the issues raised. He said that if one removes sand from the beach they must then replace it. Vice Mayor Tourgeman asked if the \$250K donation would cover the cost of bringing in new sand. An approximate amount may be \$300k. The Town Manager said he could not give an estimated dollar amount until a survey is done. The Mayor explained why a survey has to be performed.

There was further discussion as to permits and approximate cost of bringing in sand.

Moving sand on the beach to inner spaces and bringing in new sand was an option discussed.

Gordon Thompson spoke of various options in placing new sand and how he based the costs. To obtain a new permit and bring in the sand probably could not be done in time before turtle nesting season. The Mayor suggested using the existing permit which the Surf Club has which could expedite the project and this could be done by an amendment.

Vice Mayor Tourgeman thinks the best option is on Table 3 and suggests that the Surf Club revise the donation between \$250k-\$300k providing their conditions are met. Mr. Tachnes said he did not have the authority to up the amount and hopes that other beachfront property would help with the costs.

The Mayor asked the residents if this was acceptable by a show of hands. Residents had some questions and the Mayor allowed them ten minutes to speak.

-David Raymond said one of the issues was the sand now is all mixed in and what would be the objection to removing it and placing it in the dunes and bring in new sand on the beach. If the Surf Club thinks the sand is fine then leave their sand alone and place the new sand on the rest of the beach.

-Monica Grandeze asked if the height of the dunes could be adjusted as they are much higher than others so the walking paths are the same. Mr. Tachnes said if they give the money to the town it is up to the town how to use it.

-George Kousoulas said he can support this concept.

-Renee Tischler asked about the amount of sand which could be placed on the beach and the maximum height.

-Jeff Platt had a concern about the Surf Club's future development and would like to see an agreement where any sand excavated in the future cannot be placed on the beach but

perhaps put on the dunes. The Commission said that the ordinance would address these issues. Mr. Tachnes said the Surf Club would place newly excavated sand in the dunes.

-Nora Parron who lives next to the Surf Club said they have put up with the noise and traffic and as President of her condo association the Surf Club has never approached them to ask if everything was ok or apologize for the inconveniences. She mentioned an issue in the back of the building which causes a problem in getting to the beach. She said they are happy to have them as a part of Surfside but they should become better neighbors.

-Attorney Claudio Riedi representing Debbie Cimadevilla said she will be considering the Surf Club offer.

Commissioner Cohen gave his views on the issue and urged the residents to also attend future meetings on other issues and voice their opinions. He said this Commission has taken the brunt for past management and when the issue was brought to their attention they immediately looked into it and are now introducing new legislation so this cannot happen again.

Mayor Dietch said we can go forward and accept the Surf Club's offer subject to the conditions stipulated (one being the town has no control over) and also that the town can travel under the Surf Club's permit, perhaps in an amendment. Attorney Claudio Riedi speaking on behalf of his clients said the big issue was scraping the beach sand and until they know how the money is to be spent it is not feasible for them to make a decision.

Vice Mayor Tourgeman made a motion to accept the offer contingent upon the Surf Club's conditions being met with all parties involved coming to an agreement and satisfied with the funds, and upgrading the funds in good faith and an amendment that the town can piggyback under the Surf Club's existing permit to expedite bringing in new sand. The motion received a second from Commissioner Karukin. Commissioner Cohen gave reasons not to go forward as we are agreeing to agree when all depends upon the parties involved come to an agreement. He said the citizens that have hired an attorney must seriously reconsider their suit and the costs they will incur if they lose. All the evidence indicates the sand is safe and they have to work this out and we should defer. Nothing will be accomplished until the condition regarding legal action against the Surf Club is resolved.

Commissioner Olchyk left the meeting (time uncertain).

Commissioner Karukin made a motion to extend the meeting for not more than thirty minutes. The motion received a second from Vice Mayor Tourgeman. The motion carried 3/2 with Commissioner Cohen in opposition and Commissioner Olchyk absent for the vote.

After some further discussion a vote was taken and the motion carried 3/2 with Commissioner Cohen in opposition and Commissioner Olchyk absent for the vote.

5. Adjournment

The meeting adjourned at 10:58 p.m.

Accepted this _____ day of _____, 2015

Daniel Dietch, Mayor

Attest:

Sandra Novoa, CMC
Town Clerk

**TOWN OF SURFSIDE, FLORIDA
MONTHLY BUDGET TO ACTUAL SUMMARY
FISCAL YEAR 2014/2015**

AS OF 12/31/2014

25% OF YEAR EXPIRED (BENCHMARK)

Agenda Item #

Page

1 of 3

Agenda Date: March 10, 2015

GOVERNMENTAL FUNDS	ACTUAL	ANNUAL BUDGETED	% BUDGET
<i>GENERAL FUND</i>			
REVENUE	\$ 6,555,883	\$12,040,318	54%
EXPENDITURES	3,201,917	\$12,040,318	27%
Net Change in Fund Balance	3,353,966		
Fund Balance-September 30, 2014 (Unaudited)	6,340,661 ^A		
Fund Balance-December 31, 2014 (Reserves)	<u>\$ 9,694,627</u>		
<i>RESORT TAX (TEDAC SHARE)</i>			
REVENUE	\$ 79,403 ^B	\$635,465	12%
EXPENDITURES	71,374	\$634,465	11%
Net Change in Fund Balance	8,029		
Fund Balance-September 30, 2014 (Unaudited)	183,753		
Fund Balance-December 31, 2014 (Reserves)	<u>\$ 191,782</u>		
<i>POLICE FORFEITURE/CONFISCATION</i>			
REVENUE	\$ 5	\$90,300	0%
EXPENDITURES	23,696	\$90,300	26%
Net Change in Fund Balance	\$(23,691)		
Fund Balance-September 30, 2014 (Unaudited)	159,588		
Fund Balance-December 31, 2014 (Reserves)	<u>\$ 135,897</u>		
<i>TRANSPORTATION SURTAX</i>			
REVENUE	\$ 18,072	\$197,000	9%
EXPENDITURES	17,436	\$197,000	9%
Net Change in Fund Balance	636		
Fund Balance-September 30, 2014 (Unaudited)	406,231		
Fund Balance-December 31, 2014 (Reserves)	<u>\$ 406,867</u>		
<i>CAPITAL PROJECTS</i>			
REVENUE	\$ 12,065	\$1,249,322	1%
EXPENDITURES	317,947	\$1,249,322	25%
Net Change in Fund Balance	\$(305,882)		
Fund Balance-September 30, 2014 (Unaudited)	736,197		
Fund Balance-December 31, 2014 (Reserves)	<u>\$ 430,315</u>		

NOTES:

* Many revenues 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 \$4,340,661 is unassigned fund balance (reserves).

B. Resort Tax Revenues for December 2014 are received in January 2015, the (Total collected through December 2014 is \$404,952) (\$79,403 is for TEDAC and \$325,549 is the General Fund).

ENTERPRISE FUNDS

ACTUAL

ANNUAL BUDGETED	% BUDGET
------------------------	-----------------

WATER & SEWER

REVENUE	\$ 809,893	\$2,909,908	28%
EXPENDITURES	794,058	\$2,909,908	27%
Change in Net Position	15,835		
Unrestricted Net Position-September 30, 2014 (Unaudited)	(3,373,441)		
Restricted Net Position	1,260,776 C1		
Capital Project Expenses to date for Water & Sewer	0	\$0	
Unrestricted Net Position-December 31, 2014 (Reserves)	\$ (2,096,830) C2		

MUNICIPAL PARKING

REVENUE	\$ 241,320	\$1,062,878	23%
EXPENDITURES	261,151	\$1,062,878	25%
Change in Net Position	(19,831)		
Unrestricted Net Position-September 30, 2014 (Unaudited)	1,091,943		
Capital Project Expenses to date for Municipal Parking	-	\$0	
Unrestricted Net Position-December 31, 2014 (Reserves)	\$ 1,072,112		

SOLID WASTE

REVENUE	\$ 246,249	\$1,261,360	20%
EXPENDITURES	339,620	\$1,261,360	27%
Change in Net Position	(93,371)		
Unrestricted Net Position-September 30, 2014 (Unaudited)	128,493		
Unrestricted Net Position-December 31, 2014 (Reserves)	\$ 35,122		

STORMWATER

REVENUE	\$ 124,388	\$505,000	25%
EXPENDITURES	176,409	\$505,000	35%
Change in Net Position	(52,021)		
Unrestricted Net Position-September 30, 2014 (Unaudited)	2,914,434		
Restricted Net Position	347,140 C3		
Capital Project Expenses to date for Storm Water	-	\$0	
Unrestricted Net Position-December 31, 2014 (Reserves)	\$ 3,209,553		

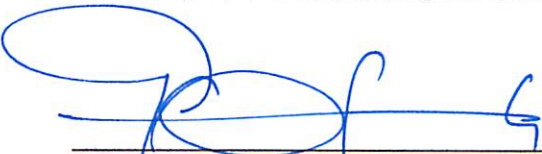
NOTES:(con't)

C1. The Restricted Net Position of \$1,260,776 includes \$1,017,776 for renewal and replacement, and \$243,000 for State Revolving Loan reserves.

C2. The reserves balance of (\$2,096,830) is the result of a change in current net position as of December 2014 of \$15,835, net position as of September 30, 2014 of (\$3,373,441) includes \$651,144 for rate stabilization, plus Restricted Net Position of \$1,260,776.

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


Guillermo Olmedillo, Town Manager

**ATTACHMENT

Town of Surfside
Fund Balance (Reserves)
12/31/2014

FUND	9/30/2012	9/30/2013	9/30/2014	12/31/2014
General	\$ 5,266,374	\$ 5,304,042	\$ 6,340,661	\$ 9,694,627
Resort Tax	171,496	94,497	183,753	191,782
Police Forfeiture	122,272	138,143	159,588	135,897
Transportation Surtax	122,302	131,475	406,231	406,867
Capital	132,783	255,263	736,197	430,315
Water & Sewer	(1,931,707)	(5,261,333)	(3,373,441)	(2,096,830)
Parking	1,258,325	1,066,574	1,091,943	1,072,112
Solid Waste	228,437	227,274	128,493	35,122
Stormwater	104,651	2,520,512	2,914,434	3,209,553
Total	\$ 5,474,933	\$ 4,476,447	\$ 8,587,859	\$ 13,079,445

TOWN OF SURFSIDE, FLORIDA

**STATEMENT OF NET POSITION
PROPRIETARY FUNDS**

SEPTEMBER 30, 2013

	Business-type Activities - Enterprise Funds				Totals
	Water and Sewer	Municipal Parking	Sanitation	Stormwater Utility	
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	<u>702,938</u>	<u>1,124,627</u>	<u>365,648</u>	<u>2,957,998</u>	<u>5,151,211</u>
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	<u>22,557,189</u>	<u>2,359,420</u>	<u>65,768</u>	<u>3,130,423</u>	<u>28,112,800</u>
Total Noncurrent Assets	<u>24,469,464</u>	<u>2,359,420</u>	<u>65,768</u>	<u>4,657,044</u>	<u>31,551,696</u>
Total Assets	<u>25,172,402</u>	<u>3,484,047</u>	<u>431,416</u>	<u>7,615,042</u>	<u>36,702,907</u>
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	<u>5,603,626</u>	<u>127,869</u>	<u>61,388</u>	<u>313,586</u>	<u>6,106,469</u>
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	<u>13,095,120</u>	<u>10,184</u>	<u>76,986</u>	<u>4,420,533</u>	<u>17,602,823</u>
Total Liabilities	<u>18,698,746</u>	<u>138,053</u>	<u>138,374</u>	<u>4,734,119</u>	<u>23,709,292</u>
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	<u>\$ 6,473,656</u>	<u>\$ 3,345,994</u>	<u>\$ 293,042</u>	<u>\$ 2,880,923</u>	<u>\$ 12,993,615</u>

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 MARCH 2015

COMMUNITY PROGRAMS / INITIATIVES / ENHANCEMENTS

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

The Town Manager met with the County's CITT representative, Nestor Toledo, on February 25, 2015 to explore options for re-engaging the County on this initiative. A meeting with Mr. Toledo, the Town Manager, TEDACS Director and representatives from Bal Harbour and Bay Harbor is set for March 5, 2015.

Staff will attempt to restructure the Surf-Bal-Bay routes (Phase I) into a more cohesive and understandable system. Cory Gittner, producer of the Gazette, will be assisting on developing an easy to follow schedule. Each community's schedule will be pieced together into a more cohesive document that is easier to follow. As the Town does not have the relevant transportation software, this task involves time consuming data entry and requires the creation of an Excel spreadsheet from scratch and build from there. It is important to note that while the Commission expressed a desire to ensure the Surf-Bal-Bay routes also connect with Miami Beach and Sunny Isles systems (Phase II), as well as Miami Dade's transit system (Phase III), this entire reworking of the routing is something outside the scope of our expertise. It is imperative to have the County's involvement, however, they do not view this as a priority.

2. Citizen Survey

A sample survey for the Town Commission to review and recommend changes, additions and/or deletions will be presented at the April 14, 2015 Town Commission meeting.

3. Film Ordinance

Based on Town Commission feedback at the December 9 meeting, a Film Community discussion meeting was held on February 11, 2015. This date allowed for the Miami Dade Film Commissioner Sandy Lighterman to attend and inform residents on County and State efforts. There were approximately a dozen people in attendance and included both residents and film industry professionals. Of note were the number of residents who are actually industry professionals. The consensus of the group was to hold a workshop to identify and vet all possible recommendations and code compliance issues. April is earmarked for such a workshop with a date to be determined. This workshop will be posted on the Town website and Channel 77, in the April Gazette, and included in

the weekly website e-blasts. Flyers will again be distributed in the Biscaya neighborhood where the issue of filming seems to be an ongoing matter.

4. Miami-Dade Design (Climate Resiliency, Sustainability and Mitigation) Charrette Group 2 / Sustainability Section on Town Website

The Town's Ad-Hoc Sustainability Committee will receive the information from these meetings and will proceed accordingly. A Sustainability page for the Town's website has been formatted and is awaiting review by the Ad-Hoc committee before going live.

5. Channel 77 Improvements

With the implementation of SCALA, the content and programming on Channel 77 has improved. Town staff will review previous suggestions for enhanced content (production of interview, add Town facts, information from other governmental agencies) and incorporate where possible, any additional cost for additional programming, and a list of what broadcasts will need to be eliminated. This will be presented to the Town Commission as part of the FY 15/16 budgetary process.

DOWNTOWN BUSINESS DISTRICT and TOURISM

6. Sidewalk Ordinance Implementation

On February 25, 2015 the Harding Avenue Sidewalk Café master plan was reviewed and approved by Building, Code, Public Works and Tourist Bureau. Copies of the plan are being provided to each applicant for their review. Each applicant will determine the total square footage the operation will reserve and rent, the fee will be determined and collected along with any pending documentation and upon receipt the applicant is granted a document authorizing sidewalk café operations.

7. Parking Structure Feasibility Study

Based on the direction given at the February Town Commission meeting, Staff has finalized an agreement with Lambert Advisory for Phase II of the negotiation with the owner of the Post Office building. Also based on direction from that meeting, the Town Manager, Planner and TEDACS Director met with resident George Kousoulas on what he is prepared to deliver to the Town gratis and what would incur a cost. Mr. Kousoulas' proposal was received on February 27, 2015. His renderings will be presented to the Town Commission at the March 10 meeting and will be used at a meeting with the private property owner (his stipulation) to occur the week of March 2. Also, the Town Manager met with two private entities interested in developing this site – these were unsolicited meetings. Staff has also met twice since the Town Commission meeting to formulate an action plan for this initiative. This action plan is included in the March Town Commission Agenda for discussion. Linked to agenda item: Post Office (PO) Parking Lot/Structure Update -Action Plan (**Action Item**)

8. Five Year Tourism Strategic Plan

Joint Meeting: A joint meeting of the Town Commission and Tourist Board is set for Monday, May 4, 2015. The agenda will include the proposed changes to the Resort Tax Ordinance, Board governance and composition, policies and procedures as well as ethics.

Holiday Lights: At the December 15, 2014 at the meeting of the Tourist Board, the Board voted to have the downtown Harding Avenue tree lights remain on until February 16, 2015. The Tourist Board voted to extend the period through to the end of April at their February 2, 2015 meeting responding to requests from the resident and business communities. The vendor committed to leaving the lights up until March 29, 2015 at no additional charge.

Town Exhibit A section of the vendor contract, clarifies the vendor's commitment to the Town as well as the limits of their willingness to extend the lighting period at no additional cost. This information was incorporated from feedback at the July 7, 2014 Tourist Board meeting. It is only upon reviewing that meeting and reading the entire contract that a true view of what has transpired, and what is legally possible, can be attained. The vendor has provided a letter to the Tourist Board outlining their commitment to the terms of their contract and that they are only able to offer the extension of the period that the lights are up until March 29 at no extra charge. The vendor attended the March 2, 2015 Tourist Board meeting and committed to keep the lights up through April. Therefore the vendor is providing 10 additional weeks of service and inspections at no cost to the Town. The removal could occur as soon as the last full weekend in April and not the actual end of the month on April 30. The vendor will work with the Town to ensure minimum disruption to traffic and the business district.

Mobile App: Staff is working with the vendor on having the app operational by April's Third Thursday for an official launch at the event. The vendor presented a prototype of the App and explained its functionality at the March 2, 2015 Tourist Board meeting.

Tourism Social Media Policy: As part of their March 2, 2015 meeting, the Tourist Board reviewed a draft social media policy that addresses tourism marketing initiatives only. This policy will be brought before the Town Commission at the April 14 meeting.

Mom & Pop Grant / Sign Code Compliance: Applications for Commissioner Sally Heyman's County grant program for small businesses were hand delivered to every business in Surfside's downtown twice and mailed to each business. Staff is working with those businesses impacted from the recent adopted changes to the Town's sign code ordinance to apply for this grant to assist with procuring new signs. Staff has also provided each business with information on State backed loans for small businesses through ourmicrolending.com. Staff will inform the Town Commission of the outcome once received from Commissioner Heyman's office.

INFRASTRUCTURE AND UTILITIES

9. Town Hall Improvements

Town Hall

The A/C replacement is about 75% complete. The new chiller unit is installed on the roof as well as all of the piping. A new electric service had to be installed to accommodate the new chiller system. We had a three-week wait time for FPL to connect the new service, which is now complete. The air handler units have been delivered to Town Hall and are scheduled to be installed on the roof by the second week of March.

The remediation and replacement part of the inside (Commission Chambers, Code Compliance Office, and the Training Room) will begin when the A/C is scheduled for the end of March. The Police Chief's Office is now completed by Public Works staff.

10. Flooding Incident – February 28, 2015

The Police Department and Public Works, worked hand in hand with coordination and hourly updates between departments during the entire rain event which occurred on Saturday, February 28.

11:30 Public Works Director received a call from Sgt. McKenna apprising him of the situation on local flooding in Town at 94th Street, 96th/Harding, 92nd/Abbott and 93rd/Harding.

11:45 Public Works staff was called in to access the situation, check pump stations making sure that they were working properly and to clean inlets of debris.

12:15 Public Works staff arrived.

12:40 Public Works staff discovered that the FDOT pump at 94th Street did not turn on automatically and had to be turned on manually by our staff. This would account for the localized flooding on 92nd, 93rd and 90th.

The FDOT pump station on 94th Street did not operate properly, therefore the Town had to run it manually. After further investigation, Public Works discovered the collection box (8'x 8', 15' deep) was completely blocked with debris collected from the roadway. Once the pump was running for approximately an hour, the water levels receded in that area and drainage moved normally. Public Works is cleaning out the FDOT stations (2 each) which the Town is responsible for per our agreement. Cleaning occurs twice a year, however, to avoid another similar situation, cleaning will occur quarterly.

It is important to note that the Town only sweeps our streets two times a month, however, ideally the streets should be swept two times a week. This is a perfect example of why sweeping needs to be increased.

1:00 to 3:00 Public Works staff cleaned and checked all of the inlets throughout Town making sure they were clean and free of debris to allow the storm water to drain.

Between the Police Chief, his staff and Public Works Director and his staff communication went on all day keeping each other informed of the situation and the day ended with a dry Town. Our pumping system is very good but there needs to be an understanding that with a large amount of rain accumulating in a short period of time, there will always be a lull in the system between accumulation and removal of water. There will always be an accumulation to start with and once the pumps turn on it does not take long for the water to be gone. Water was moving through the inlets as fast as it could as our pumps were on and running. Imagine the only way to remove the rain fall of this magnitude as fast as it comes down would be to have all of our streets be a continuous grate. Also we are on a

barrier Island so it does not take long during a rain event to accumulate water in the road and property. In comparison to surrounding communities during these events, Surfside fared well.

PLANNING, ZONING AND DEVELOPMENT

11. Historic Preservation

The Miami-Dade Historic Preservation Board (Board) has recently designated 9149 Collins Avenue and 9340 Collins Avenue as historic.

Miami-Dade County's Office of Historic Preservation has issued a moratorium on permits for the following addresses: 9016 Collins, 9024 Collins, 9025 Harding, 9033 Harding, 9040 Collins, 9048 Collins, 9056 Collins, and 9064 Collins. A designation hearing has been deferred on these properties until March 18, 2015. The condominium board of 9241 Collins, Seaside Terrace, requested historic designation from the County, which was designated historic at their February 18, 2015 meeting. The Seaway Villas was designated historic in December. A resident has filed a petition to appeal the designation. The Board of County Commissioners will hear the appeal at their March 17, 2015 meeting. Miami-Dade County Commissioner Sally Heyman has sponsored an ordinance which relates to Historic Preservation and passed first reading on the December 2, 2014. This ordinance proposes to amend section 16A-10 of the Miami-Dade County Code as it pertains to owner-initiated petitions for historic designation. The proposed amendments will require at least 75 percent of unit owners in a condominium or cooperative property to join a petition to initiate an historical designation proceeding. A public hearing to consider the ordinance was scheduled by the Chairman for the Metropolitan Services Committee meeting on February 11, 2015 but has been deferred to the March 11, 2015 meeting. The meeting will take place in the County Commission Chambers located in the Stephen P. Clark Building, 111 NW 1st Street, 2nd Floor.

12. 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. The work authorization with CGA was approved on November 6, 2014. Work has commenced and an initial discussion with the Planning and Zoning Board occurred on February 18, 2015. The recommendation from the February 18, 2015 meeting will be presented at the Planning and Zoning Board's March 26, 2015 meeting at 6pm.

13. 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. This will be scheduled for the March 26, 2015 Planning and Zoning Board meeting and first reading by the Commission in April.

TOWN DEPARTMENTS

14. FEMA National Flood Insurance Program (NFIP)

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

15. Community Rating System (CRS)

The community verification visit was held February 18, 2015. On February 20, 2015, the Insurance Services Office provided a letter requesting additional information to complete the Town of Surfside's CRS application.

16. 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: 44
Time extensions granted: 2
Exempt from Certification: 3
Vacant commercial properties: 9
Sent to Code Enforcement for non-compliance: 8
150 day repair order: 6
On hold: 4
Inspections: 0

17. Development Projects

The Chateau - Coastal has completed the second story slab and is progressing through the third story supporting columns and shear walls.

The Surf Club - Coastal is completing work on the fifth and sixth floors.

The Marriott - Miller is scheduled to complete the pool deck this month.

18. Document Scanning

We are not scanning plans as the scanner and program are outdated. We are collecting funds for outsourcing through our expired permits program. The sale of the scanner is pending.

Finance Department

19. Enterprise Resource Planning – (ERP)

ERP is a business management software that allows an organization to use a system integration of internal and external management of information across the entire Town organization and departments. Project goals are to find a qualified vendor that will meet the Town's enterprise-wide operational needs for all departments and one vendor be responsible for all project requirements. The conversion of existing data to a new system is a priority.

Department Heads have reviewed the functional requirements. The RFP for the Enterprise Resource Planning software was released on Monday, February 23, 2015. Implementation of the ERP has been funded for the initial amount of \$100,000 in the 2014-15 budget. The final cost will be determined based on vendor responses to the RFP that are due April 23, 2015.

20. Electronic Check Signatures

The procedure that the Town currently has in place for signing Accounts Payable (AP) checks requires the signature of an Elected Official and the Town Manager. The AP checks are processed every two weeks and the average number of checks requiring signatures is one hundred twenty (120). After the Town Manager signs the checks, an Elected Official has to be contacted, and whoever is available either has the checks delivered to them or held in Police Dispatch to be picked up. This process is outdated and inefficient. This item was in the Town Manager Report for the Commission Meeting of February 10, 2014.

Finance is moving forward to implement the electronic check signature process and is working with Information Technology of comparing cost of various printers and the cost of programming. This new electronic check signatures would continue to allow Elected Officials to review all Accounts Payable checks, the check register and all back up documents. The equipment necessary to implement the electronic check signatures is a laser printer and software changes for an estimated total cost of \$3,000.

Parks and Recreation

21. 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. Town Attorney's Office has contacted FDEP in regards to moving the upland lease application process forward.

22. Silver Sneakers Program

Silver Sneakers is the leading fitness program designed specifically for active older adults. It is delivered through a nationwide network of participating fitness locations such as wellness centers, gyms and other facilities. Healthways has been providing innovative health benefits for older adults for more than two decades. Today more than 65 Medicare health plans offer the program as a benefit to members across the nation. Regular participation in the program has been proven to help older adults manage their health and increase strength, balance and endurance. At the request of the Vice Mayor the Parks and Recreation Department has completed an application to host this National Program. We have listed the Surfside Community Center as the host site. Healthways has provided materials to the Parks and Recreation Department to hand out during the Town's Health and Wellness Program held on January 9, 2015 at the Community Center. The Parks and Recreation Department is in contact with Healthways on a monthly basis to confirm the consideration of hosting the Silver Sneakers Program. Updates will follow. No update to the status has been provided from the Silver Sneakers Program at this time. The Parks and Recreation Department has added a participant request sheet at Town Hall and The Community Center. This sheet will be forwarded to Healthways to help provide support to have Surfside host the program.

23. 96th Street Park Renovation

The number two item on the Parks and Recreation 5 Year Capital Plan, approved by the Town Commission, was the renovation of the 96th Street Park. This item has now moved to the forefront of the 5 year Capital Plan. This was brought before the Town Commission during the October meeting. The Community Center Second Floor Expansion Committee requested and approved a 2 year hold on the second floor project. The recommendation was to consider moving forward with the 96th Street Park renovation. This was an agenda item for the Parks and Recreation Committee in December. The committee at this time is reviewing recommendations on 96th street Park provided to the Town during the 2006 Charrette. The committee met again in January to review the Charrette and Parks and Recreation Department's recommendations and provide a priority list of Items need to be renovated or replaced during the renovation process. The items listed in order are:

1. Green Space/Athletic Field
2. Two age specific playgrounds
3. Building / Pavilion

4. Recreational Basketball Court
5. Minimal field Lighting
6. Landscaping

The funding options along with a project timeline will be reviewed during the March Parks and Recreation Committee Meeting. The recommendation's to move forward will be provided to the Town Commission during the April Town Managers report.

24. Tri-Town July 4th Celebration

The Parks and Recreation Department had preliminary talks with the Bal Harbour on the possibility of working on a joint Tri-Town July 4th Celebration to be held at 96th street beach. The proposal was presented to the Parks and Recreation Committee during the January 27, 2015 meeting. The Parks and Recreation Committee voted unanimously to keep the Town's existing 4th of July celebration as is. The Committee felt that it was a great idea to have a special event to include Bay Harbor, Bal Harbour and Indian Creek in the future. The recommendation was to possibly have the event include all the parks within the Towns. This item will be followed up by the Parks and Recreation Department moving forward.

25. 4th of July Fireworks

The Parks and Recreation Committee once again has requested to have fireworks during the 2015 4th of July event. The funds have been budgeted through the Parks and Recreation 2014-2015 operating budget. The contract for the fireworks will be presented to the Town Commission during the April 2015 commission meeting.

Police Department

26. Traffic Issues

Town and Police Department staff met with representatives of the Florida Department of Transportation on December 18 to discuss requests from residents for the installation of traffic signals at 96 Street and Abbott Avenue, 91 Street and Collins Avenue, 92 Street and Harding Avenue, and 90 Street and Harding Avenue. FDOT reviewed and reported that 96 Street and Abbott Avenue, 91 Street and Collins Avenue, and 92 Street and Harding Avenue Town and do not meet the minimum requirements for installation. We are waiting on a response for the other intersections. PD staff and the Town Manager held a community meeting for Byron Avenue residents on January 20, 2015 on traffic issues. A Miami-Dade County Traffic Division representative was also present to answer concerns. PD had a daily detail in place during rush hour as well as temporary road closures for speed enforcement and to control cut through traffic. Although the road closures reduced the traffic intrusion onto Byron Avenue, they did create heavy traffic congestion on Abbott Avenue. Miami-Dade County will conduct a traffic count on Byron Avenue. Town staff has recommended a traffic engineering study for a more permanent solution as well as loop detections at the traffic signals on Collins and Harding Avenues. Future meetings are necessary to determine the preferred options. Town staff has met with Miami-Dade County Commissioner Sally Heyman, Dr. Joan Shen – Chief of Miami-Dade County Traffic Engineering Division, Ayman Elbermawy – Section Head Miami-Dade

Traffic Operations, William Paz – Traffic Signals Operations Engineer, Ramon Sierra – FDOT Assistant District Traffic Operations Engineer, Omar Meitin – FDOT District Traffic Operations Engineer, Khalil Maarouf – FDOT Traffic Operations Analyst, and traffic engineers from Calvin, Giordano and Associates on these traffic issues. Daily traffic enforcement details have been in effect for three months for speeding, running stop signs, illegal parked vehicles, and no through trucks and have resulted in hundreds of citations and warnings.

27. Pilot Residential Parking Program

A ninety day pilot residential parking program was implemented in February for the 9400 and 9500 blocks of Byron Avenue to address parking issues. A community meeting and community survey were conducted in December with overall support from residents living on these two blocks for the project. The program was also advertised in the Gazette and on the Town website. Signage has been installed on the two blocks to restricting parking to these residents only. Parking permits can be picked up by residents of Byron Avenue as of February 3, 2015. The program has been effective for the first month.

28. Pay by Phone Parking

The Parking Department has researched the Pay by Phone System as a payment option for use in Surfside. The Pay by Phone System operates independent of our existing Pay Stations and is an easy and convenient way to pay for parking using a smartphone. Drivers find the system easy to use and appreciate the many user friendly options including the ability to receive text message reminders before their parking session expires. Drivers simply follow the step-by-step instructions and can add more time from any phone without returning to their vehicle. With the Pay by Phone system there is no receipt to display in the vehicle windshield.

Parking Enforcement Officers will soon be able to use their existing handheld device (Auto Cite) or any cell phone/tablet to verify who has paid. Miami-Dade County is in the process of upgrading Auto Cite so that the device will be able to work in real time to verify payment from the Pay by Phone System. The County plans to launch this system in March of 2015 and there will be no additional equipment for the Town to purchase or maintain.

When using Pay by Phone, the drivers parking status is displayed on Auto Cite and our Parking Enforcement Officers can verify the parking time purchased by entering the license plate number. There are several companies operating the Pay by Phone system in our area. Most companies charge \$0.35 per transaction and the Town has the option to add that cost to the parking rate. For example, if a driver purchased two (2) hours of parking it would cost them \$2.85 (\$1.25 per hour plus \$0.35 transaction fee). The Town would receive a monthly payment for the number of parking hours purchased and the transaction fees would go to the Pay by Phone company.

The six month pilot program with the Pay By Phone Company will be implemented in March 2015 to see how the system works for the Town. The signs will be provided by the company at no cost to the Town. At the end of the six month period the Town can cancel the service or piggyback off a competitively bid contract that was recently awarded by the Miami Parking Authority. There are no additional costs to the Town for this service.

29. Automated Vehicle Location System

The installation of the AVLS has been completed in all patrol vehicles, the Community Service Aide vehicle and vehicles assigned to the Criminal Investigations Unit. The Communications Unit and all Patrol Supervisors will have the ability to view the live Track Star system and monitor vehicle activity. Administrative Directive #07-08 regarding the Vehicle Location System (AVLS) was created and distributed. All personnel were provided training on the system. The cost for the AVLS and the installation was expended from the forfeiture fund.

30. Law Enforcement Reaccreditation

The Commission for Florida Law Enforcement Accreditation has scheduled an assessment to determine the candidacy of the Surfside Police Department for reaccredited status. The full compliance assessment will be August 4-6, 2015. Surfside Police Department achieved accreditation in 2009 and was reaccredited in 2012.

31. IPFone System

The Police Department had several failures of their phone system last year. In order to correct this critical mistake, we researched several other companies for a better product. On March 17, IT, the Finance Director and Chief met with the CEO and VP of IPFone, our current vendor. IPFone advised us that they had moved to another carrier and had corrected the backup redundancy problem. We have not had a failure since the previous ones. IPFone offered us a savings of \$18,264 reduction (\$15,336 for year one and \$2,928 for year two and three) to extend our current contract. Town staff recommended that we move forward with the extension. The extended contract was signed and completed on February 26, 2015.

32. Traffic Grant

SPD has been awarded a grant for \$12,600 from FDOT and the University of South Florida as part of the State's Pedestrian and Bicycle Safety Enforcement Campaign. The grant will pay for overtime for Police Officers to educate and enforce pedestrian and bicycle laws in the business district through May 2015.

33. Uniform Traffic Citations by the four Patrol Squads - December, January and February

3 months - Total issued = 1291

In the month of January, during the peak of the Byron Avenue detail officers issued the following:

January - Total issued = 631

The majority of citations issued in the residential area occurred on Byron Avenue. Officers conducted radar enforcement throughout Byron Avenue at rush hours and issued numerous speeding violations, primarily in the 9500 block of Byron. Other blocks heavily enforced were from 90th Street to 93rd Street. The speeding violations were mostly in the 30 mph range, with the occasional driver clocked in the low 40 mph range. A continuous focus was directed at 95 Street & Byron Avenue where there were constant violations of running the stop signs. Often drivers would complain that the traffic circle (Calming device) confused them and that was the reason they did not come to a complete stop. Verbal traffic warnings well exceeded the number of citations issued.

34. Community Blood Mobile

The PD will sponsor a community blood mobile March 24, 2015, 1:00 pm - 4:00 pm in the Town Hall lot.

Projects Progress Updates

35. Information Technology & TV Broadcasts

Trackstar GPS software has been installed for the police vehicles in order to track vehicle location. The IT Department is working with a vendor to provide a quote for WIFI service for the entire Town Hall for employees and guests. The eReport upgrade has been completed for all police officer laptops. The panic button installations throughout Town Hall have been completed. IT is gathering quotes to upgrade the broadcast system in phases due to faulty and obsolete equipment. IT will be meeting with the Town regarding the recommendations for Channel 77 enhancements.

36. 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 of the main line sewer runs and have accepted 43 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. The Contractor is currently working with his subcontractor to schedule the main line repairs. Also, CGA and the Town met with the City of Miami Beach for a fourth time to finalize the sewer credit for the estimated period of billing while the sewage meters were down for construction. We are hopeful that credits will be issued on the remaining sewage bills in this fiscal year.

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.**

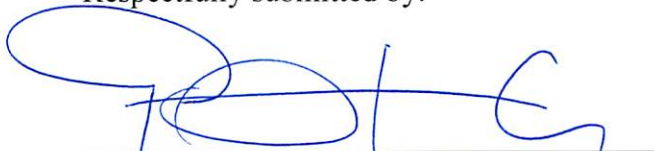
37. Town-Owned Seawall Repair

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 \$1,138,000.00 (additional grant received for \$38,000 from the state). CGA has received approval from FIND to commence with Option 5. The Contract Documents have been executed by Pac Com, Inc. The Pre Construction meeting and issuance of the Notice to Proceed is scheduled for March 2015. The project is scheduled to be complete 160 days from issuance of the Notice to Proceed.

38. Biscaya Island Drainage Project

This project has been completed with the exception of the installation of the second tide flex check valve at the bridge side of the project. The remaining tide flex valve has been received and will be installed in early March 2015. The final landscaping restoration was completed in January 2015.

Respectfully submitted by:



Guillermo Olmedillo, Town Manager



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

TO: Town Commission

FROM: Linda Miller, Town Attorney *lm*

CC: Guillermo Olmedillo, Town Manager
 Jane Graham, Assistant Town Attorney

DATE: March 10, 2015

SUBJECT: Office of the Town Attorney Report for March, 2015

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

- February 10, 2015 – Town Commission Meeting
- February 11, 2015 – Community Meeting: Discussion on Town's Film Ordinance
- February 12, 2015 – Special Town Commission Meeting- Sand Placement
- February 12, 2015 – Florida Department of Environmental Protection – Second Rulemaking Workshop 62B-33 F.A.C.
- February 18, 2015 – Special Planning and Zoning Board Meeting
- February 23, 2015 – Parks and Recreation Committee Meeting
- February 24, 2015 – South East Florida Regional Climate Change Compact's Shoreline Resilience Working Group Meeting
- February 26, 2015 – Planning and Zoning and Design Review Board Meeting
- March 2, 2015 – Tourist Board Meeting

Ordinance for Second Reading:

- Beach Sand Quality Regulations
- Styrofoam/Expanded Polystyrene Policy

Ordinance for First Reading:

- Ordinance amending Chapter 54 “Prohibited Noises”; specifically amending Section 54-77 “Waiver of Division Provisions”

Resolutions prepared and reviewed:

- Resolution awarding the grant writing bid to Angie Brewer & Associates, LC to provide grant writing services per the Request for Proposal No. 2014-009
- Resolution authorizing the Mayor to enter into an Interlocal Agreement with Miami-Dade County for use of the County Solid Waste System Management System
- Resolution acknowledging the Mutual Aid Agreement between the Town of Surfside and the City of Miami Gardens
- Resolution acknowledging the Mutual Aid Agreement between the Town of Surfside Police Department and the City of Sunny Isles Beach Police Department
- Resolution expressing Town’s opposition to any increase in gasoline taxes by the Congress of the United States or the legislature of the State of Florida

Town Commission/Town Manager:

- Follow up with City of Miami Beach (“CMB”) regarding CMB–Surfside Sewage Conveyance Services Agreement
- Follow-up with City of Miami Beach Attorney’s Office regarding the City’s Design Review Board approval on March 3, 2015 of 8701 Collins Development, LLC (“8701 Collins Avenue”)
- Update ordinance on Beach Sand Quality Regulations. Confer with experts, federal state and county agency representatives, and members of the public on the issue
- Update ordinance on Polystyrene Foam (Styrofoam)
- Confer with Miami-Dade County experts, research other municipalities’ resolutions and ordinances, and draft discussion item on flavored tobacco products and electronic cigarettes

- Research sustainability plans from other cities, Town's Charter on committee formation, and created draft Charter for Surfside Sustainability Committee.
- Prepare draft ordinance amending the Town's water supply facilities work plan and applicable elements within the Town's comprehensive plan relating to water supply planning
- Follow up with Miami-Dade Property Appraiser's Office on Point Lake/North Canal – ownership of submerged lands
- Review for revisions to variance criteria
- Research HB 1233 and previous gambling resolutions in Surfside
- Parking solution team meetings. Research Florida Statutes 287.057(4)-(6) – Public-Private Partnerships
- Follow up with Miami-Dade County Attorneys regarding Miami-Dade County ordinances on historic preservation. The Miami-Dade Historic Preservation Board (Board) has designated 9340 Collins Avenue and 9149 Collins Avenue (“Seaway Villas”) as historic. A resident has filed a petition to appeal the designation of the Seaway Villas. The Board of County Commissioners will hear the appeal at the March 17, 2015 meeting. The condominium board of 9241 Collins, Seaside Terrace, requested historic designation from the County, which was designed historic at their February 18, 2015 meeting. Miami-Dade County's Office of Historic Preservation has issued a moratorium on permits for the following addresses: 9016 Collins, 9024 Collins, 9025 Harding, 9033 Harding, 9040 Collins, 9048 Collins, 9056 Collins and 9064 Collins. A designation hearing has been deferred on these properties until March 18, 2015. Commissioner Sally Heyman sponsored an ordinance which requires at least 75 percent of unit owners in a condominium or cooperative property to join a petition to initiate an historical designation proceeding. A public hearing to consider the ordinance has been set for Wednesday, March 11, 2015 at 2:00 p.m. at the County Commission Chambers located in the Stephen P. Clark Building, 111 NW 1st Street, 2nd Floor.

Town Clerk:

- Notice requirements
- Zoning in Progress notice requirements

- Review and research Attorney General opinions for public meetings and Sunshine between two bodies
- Follow up with Ethics Training for Elected Officials
- Follow up with Miami-Dade County notification regarding March 2016 Election

February 26, 2015 Planning and Zoning and Design and Review Board:

Design Review Board Applications:

- A. 8712 Byron Avenue - new single family residence
- B. 8718 Byron Avenue - new single family residence
- C. 8726 Byron Avenue - new single family residence
- D. 8811 Emerson Avenue - new single family residence
- E. 9455 Collins Avenue - install a re-designed sign
- F. 9460 Harding Avenue - install a new sign
- G. 516 Surfside Blvd - install a new gate

Planning and Zoning Agenda:

- A. Beach Sand Quality Ordinance

Planning and Zoning Discussion Items:

- A. Sheds [Item Deferred]
- B. Practical Difficulty Variance [Item Deferred]
- C. Interior Balconies [Item Deferred]
- D. Future Agenda Items

Building Department/Code Enforcement:

- Follow up with Code Enforcement for on-going settlement of cases
- Research and draft memorandum on noise restrictions

Finance Department:

- Follow up and analysis for grant writing

Parks and Recreation:

- Prepare waiver form for any and all media

- Follow-up with FDEP Bureau of Public Land Administration regarding Upland Lease Application for beach concession and jurisdiction of beach management.

Tourist Bureau/Downtown Vision Advisory Board/Tourist Board:

- Post Office - Public-Private Partnership discussions and review
- Review Resort tax compliance
- Follow-up review for amendment to film ordinance
- Review and research social media policies of Miami-Dade municipalities

Public Works:

- Review proposed restructuring of solid waste commercial rates in preparation for draft ordinance/resolution
- Review the Interlocal Agreement with Miami-Dade County for use of the County Solid Waste System Management System

Police Department:

- Opine on GSP and police officer exemptions
- Follow-up review of conditions in approved development resolution related to traffic

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 ongoing.
2. Julien Deleon - Equal Employment Opportunity Commission (EEOC) Charge #510-2014-05171. Mr. Deleon has filed a Notice of Charge of Discrimination against the Town.
3. Asya Yakobson alleges injuries and vehicle damage occurred on November 18, 2014. She alleges her car was hit by a Surfside police vehicle. The police vehicle was driven by

an employee of a car repair dealer who was returning the police vehicle to Town Hall. FMIT is investigating the claim.

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. Mediation is scheduled for March 24, 2015.
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 filed a Third Amended Petition for Writ of Certiorari. Surfside has filed a Motion To Dismiss 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
PENSION BOARD MEETING**

Thursday, December 4, 2014 – 2:00 p.m.
9293 Harding Avenue - Town Hall - Chambers

MINUTES

Pension Board Members

Michael K. Feldman, Chair
N. Abraham Issa
John Di Censo, Interim Town Manager
Sgt. Julio E. Torres
Yamileth “Yami” Slate-McCloud

Town of Surfside Consultants

Alyce Jones, A.M. Jones – C.P.A., P.A.
Burgess Chambers, Burgess Chambers & Associates
Grant McMurry, ICC Capital Management
Larry Wilson, Gabriel, Roeder, Smith & Company
Robert Klausner, Esq, Klausner & Kaufman
Donald Nelson, Finance Director
Mayte Gamiotea, Third Party Administrator
Frantza Duval, Recording Clerk

1. Call to Order and Roll Call

The Chair, Michael Feldman at 2:10pm, called the meeting to order.

The Pension Board members noted above were present, with the exception of N. Abraham Issa, who is absent. A quorum was established.

Also in attendance were the above noted consultants and Town staff with the exception of Donald Nelson, Finance Director, Alyce Jones, and Robert Klausner who were absent. Adam Levinson attended for Klausner & Kaufman. Frank Wan attended for Burgess Chambers & Associates, and Sgt. Jay Matelis for the Surfside Police Department.

Larry Wilson for Gabriel, Roeder, Smith & Company entered the meeting at 2:17pm.

2. Approval of Minutes

a. Regular Pension Board Meeting – August 19, 2014

MOTION:

The Town of Surfside Pension Board recommended approval of the August 19, 2014 minutes of the Regular Pension Board meeting. Yamileth Slate-McCloud moved; John Di Censo seconded. The motion passed unanimously.

3. Agenda Additions and Deletions

Mayte Gamiotea brought to the Board's attention an additional invoice from Burgess & Chambers for the quarter ending December 31, 2014.

4. Public Participation

None

5. Reports and Updates

a. Burgess Chambers & Associates

- Reports: Investment Performance Quarter Ending September 30, 2014

Frank Wan presented the Investment Performance Quarter Ending September 30, 2014.

He advised that the market was volatile due to the election, Ebola, ISIS, but the Town has recovered from the dip ending in September 30, 2014.

During the quarter, the plan lost 1.4% in net investment fees. S & P 500 was the best performer.

For the fiscal year, the plan earned 9.6% net, slightly behind the strategic model and 8.8% net ahead of the 7.5% actuarial assumed rate of return.

Adam Levinson caught a misconnection with the corporate documents and investment policies of MEPT. Burgess Chambers and Associates will continue to monitor the portfolio. Frank Wan stated that it translates into if there is cash in the portfolio for the pool of real estate MEPT's policy states they have the discretion to invest in whatever they want. Burgess Chambers has limited their ability to invest. Burgess Chambers & Associates will flag any investment in securities. They will only be allowed to invest in residual cash.

b. ICC Capital Management

- Reports: Investment Review for Quarter Ending: September 30, 2014

Grant McMurry provided a brief overview on the investment review for quarter ending September 30, 2014.

- ICC – Portfolio Appraisal as of October 31, 2014

Grant McMurry provided, as a part of the agenda packet, ICC's Portfolio Asset Summary, dated October 31, 2014.

c. A.M. Jones, C.P.A., P.A.

- Management Report Status
Alyce Jones was unable to attend the meeting to provide the report.

d. Gabriel Roeder Smith & Company

- GASB Statement 67 & Retirement Plan for Town of Surfside Employees

GASB 67 applies to financial statement of the plan ending fiscal year September 30, 2014. This is when the October 1, 2014 evaluation needs to be true-up with a balance statement for the disclosure to be done. The Board approved the update and the cost associated with it, which is less than \$500.00. Larry Wilson needs asset information such as balance sheets, town and employee contributions, buybacks, benefit payments, administrative expenses, and statements of assets as well as pay information for those enrolled in the DROP payment plan.

Mayte Gamiotea will provide Larry Wilson the actuarial questions by tomorrow afternoon.

- GASB Statement 68 Implementation Package

GASB 68 information is now required to be reported in the Town's financial statements. Pension funding expenses and deferred outflow calculations are now required.

The fee associated for Gabriel Roeder Smith to prepare GASB 68 will range from \$1,500-\$2,000. If the town elected to do something different other than, what is being proposed by Mr. Wilson the proposed the cost will range from \$3,000-\$4,000.

MOTION:

The Town of Surfside Pension Board recommended approval to authorize Gabriel Roeder Smith to proceed with the work outlined in the letters marked October 31, 2014 (Senate bill 534) and November 19, 2014 (GASB 68 Implementation) including the payment of estimated fees of \$1,500-\$2,000.00 at the 7 ½ % discounted rate. Julio Torres moved; Yamileth Slate-McCloud seconded. The motion passed unanimously.

Pension Attorney, Adam Levinson recommends a fact sheet be put together to put into perspective Senate Bill 534. A draft will be provided at the next meeting.

Adam Levinson advised IRS updated their rollover notice. Adam Levinson will provide copy at the next meeting. The 457 plan limits have been increased. If anyone has a 401k or 457 plan, starting in 2015 you can place \$18,000 in the plan. The catch up will be \$6,000 if you are over a certain age.

6. Administrator

- a. DROP Election for Employees
 - Edner Mehu– Effective October 1, 2014

MOTION:

The Town of Surfside Pension Board recommended approval of the DROP Election Application for the aforementioned Town employee. Yamileth Slate-McCloud moved; Julio Torres seconded. The motion passed unanimously.

The calculations will be provided at the next meeting.

- b. Refunds of Contributions:
 - Manny Annon Jr. – Term: 11/5/2014 \$2,384.40

MOTION:

The Town of Surfside Pension Board recommended approval to payout the refund contribution to the aforementioned Town employee. Yamileth Slate-McCloud moved; John Di Censo seconded. The motion passed unanimously.

7. Approval of Invoices

- a. A.M. Jones, C.P.A., P.A.
 - Invoice 163 \$ 8,100.00
 - Invoice 164 \$ 7,700.00
 - \$ 15,800.00

MOTION:

The Town of Surfside Pension Board recommended approval of Alyce Jones invoice for \$15,800.00. Yamileth Slate-McCloud moved; John Di Censo seconded. The motion passed unanimously.

- b. Burgess Chambers & Associates, Inc.
 - Invoice #14-252 9/8/2014 \$ 5,000.00

MOTION:

The Town of Surfside Pension Board recommended approval of Burgess Chambers & Associates, Inc. total invoice for \$10,000 to include the invoice for the Third Quarter for \$5,000. Julio Torres moved; Yamileth Slate-McCloud seconded. The motion passed unanimously

- c. Gabriel Roeder Smith & Company
 - Invoice #123042 10/7/2014 \$ 4,231.00

MOTION:

The Town of Surfside Pension Board recommended approval of Gabriel Roeder Smith & Company's invoice. John Di Censo moved; Yamileth Slate-McCloud seconded. The motion passed unanimously.

- d. ICC Capital Management
 - Invoice #57533971 10/8/2014 \$ 8,461.69

MOTION:

The Town of Surfside Pension Board recommended approval of ICC Capital Management's invoice. Yamileth Slate-McCloud moved; John Di Censo seconded. The motion passed unanimously.

- e. Klausner & Kaufman
 - Invoice #16291 10/31/2014 \$ 5,956.50
 - Invoice #16191 9/30/2014 \$ 1,852.50
 - Invoice #16093 8/31/2014 \$ 3,733.50
 - \$ 11,542.50**

MOTION:

The Town of Surfside Pension Board recommended approval of Klausner & Kaufman's invoice for \$5,956.50. Yamileth Slate-McCloud moved; John Di Censo seconded. The motion passed unanimously.

- f. Frantza Duval
 - Invoice #14-02 9/20/2014 \$ 112.00

MOTION:

The Town of Surfside Pension Board recommended approval of Frantza Duval's invoice. Yamileth Slate-McCloud moved; John Di Censo seconded. The motion passed unanimously.

g. SunTrust Bank

- Invoice #259781 10/24/2014 \$ 4,853.31

MOTION:

The Town of Surfside Pension Board recommended approval of SunTrust Bank's invoice. Yamileth Slate-McCloud moved; John Di Censo seconded. The motion passed unanimously.

h. Mayte Gamiotea

- Invoice #14-04 \$ 3,723.75

MOTION:

The Town of Surfside Pension Board recommended approval of Mayte Gamiotea's invoice. Yamileth Slate-McCloud moved; John Di Censo seconded. The motion passed unanimously.

MOTION:

The Town of Surfside Pension Board recommended approval to authorize the Chair, Michael Feldman and Secretary, John Di Censo to sign and enter into an agreement with Westwood Trust for the management of the pipeline investments. Yamileth Slate-McCloud moved; John Di Censo seconded. The motion passed unanimously.

MOTION:

The Town of Surfside Pension Board recommended approval to authorize to the Chair, Michael Feldman to sign to the letter date December 10, 2014 for SunTrust to wire \$810,000 to Westwood Trust. Julio Torres moved; Yamileth Slate-McCloud seconded. The motion passed unanimously.

MOTION:

The Town of Surfside Pension Board recommended approval to ratify the Chair's execution of the letter dating September 30, 2014 authorizing the transfer of \$810,000 to Newtower MEPT. Yamileth Slate-McCloud moved; John Di Censo seconded. The motion passed unanimously.

8. New Business/Old Business

- Pension Fraud Case of Retired Police Employee Ronald Browning Sr.

Sgt. Matelis provided an overview of the fraud case of retired police Employee Ronald Browning Sr.

The Criminal Investigation Unit (CIU) received the case on June 20, 2014 concerning the pension money paid out to Ronald Browning Sr. for \$57,376.16.

Mr. Browning Sr. passed away June 21, 2012 and the benefits were paid out from July 2012 to April 2014.

Per the CIU, Mr. Browning Sr. signed up for life annuity with the funds being direct deposited into his Wells Fargo account even after his passing. The remaining balance in the account is \$21,971.85 approximately.

CIU surveillance shows Ronald Browning Jr. withdrawing money from the Wells Fargo account in excess of \$300 each time, making it a felony. CIU has tried contacting Ronald Browning Jr. and his family, but was not successful. CIU has tried to obtain an arrest warrant from the State Attorney, but was denied because there is not enough evidence against Browning Jr. The State Attorney's office stated that we are unaware, if any, of the arrangements made between Browning Sr. and Browning Jr. and due to the fact that funds were still being paid to Browning Sr. even after his passing.

CIU was able to obtain a warrant to freeze the remaining fund balance of \$21,971.85.

Yamileth Slate-McCloud stated that the Board initiated the Affidavit of Life for all receiving benefits and no response was received from Ronald Browning Sr., which prompted the Town to place a stop on the automatic direct deposit on the account and to initiate an investigation. The Trustee bank (SunTrust) was making payments to Browning Sr. because no notification or knowledge of him being deceased were received by SunTrust, the Pension Plan's third party Administrator or by the Town.

Michael Feldman suggested the Affidavit of Life be done by the Trustee Bank (SunTrust) semi-annually as opposed to the current process of sending a letter annually.

Mayte Gamiotea will notify SunTrust to send the letters out semi-annually at no additional cost to the Town.

Adam Levinson inquired if SunTrust conducts a social security search. Mayte Gamiotea advised that SunTrust notifies the Town of a verification from Social Security of a retirees passing. In addition, Town and Gabriel, Roeder & Smith (GRS) were also unable to verify Mr. Browning Sr's. passing through his social security.

MOTION:

The Town of Surfside Pension Board recommended approval to authorize the Pension Attorney, Adam Levinson to obtain the remaining funds in the Ronald Browning Sr. case and the ability to pursue a lawsuit. The Town of Surfside Pension Board recommended approval to also change the Affidavit of Life to be done semi-annually. Yamileth Slate-McCloud moved; John Di Censo seconded. The motion passed unanimously

Adam Levinson suggested in the future asking SunTrust to send a representative to the meeting to discuss their process for death verification.

9. Trustees' Comments/Concerns

10. Next Regular Scheduled Meeting Date

- **February 24, 2015 (Tuesday) @ 2:00pm**

11. Adjournment

There being no further business to come before the Board, the meeting unanimously adjourned at 3:58pm with the motion made by Yamileth Slate McCloud; receiving a second from Julio Torres.

Accepted this 24 day of FEBRUARY, 2015

MICHAEL FEDDYAN
Member (Print)

[Handwritten Signature]
Signature

Attest:
[Handwritten Signature]
Frantza Duval
Recording Clerk



TOWN OF SURFSIDE

MUNICIPAL BUILDING
9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154-3009

PARKS AND RECREATION ADVISORY COMMITTEE MEETING

Tuesday January 27, 2015

7:00 pm

Surfside Community Center
9301 Collins Avenue

MINUTES

1. Roll Call of Committee Members

Retta Logan called the meeting to order at 7:08pm.

Also in attendance: Eliana Salzhauer, Tim Milian, Parks and Recreation Director, Shlomo Danzinger, Veronica Lupinacci, Marta Olchyk, Liaison, Frantza Duval, Recording Clerk, Jane Graham, Assistant Town Attorney.

Alberto Aguirre is absent with regrets.

2. Approval of minutes from 12/15/14

Eliana Salzhauer made a motion to approve the December 15, 2014 minutes; Shlomo Danzinger seconded the motion. The motion passed unanimously. The minutes were approved.

3. Hip Hop Class

Tim advised that he spoke to Dejohn who advised that he is unable to run the hip-hop class for any time due to his wife expecting.

Tim has another company by the name of PEAR (Professional Educational Athletic Recreation) in which the Town has worked with the before to host the class.

Possible days and time for the class is Thursday/Friday from 5:30-6:30pm.

Thursdays is conflict due to soccer and Fridays are not generally a good programming day.

Veronica Lupinacci entered the meeting at 7:12pm.

March 31- May 7 is the mini soccer season with Tuesday/Thursday hosting the intermural games.

PEAR has done ballet, ready steady grow and expressions of talent. The hip-hop class will be for ages 7-12yrs old.

Retta Logan suggested trying Friday as an "audition" to see what type of outcome/crowd it will generate.

Eliana agrees that Friday may be a good day, as it does not conflict with any other program. Tim wants to run program in March if possible. He will keep the Committee updated on the possibility of the program.

4. Joint 4th of July Event with Bay Harbor and Bal Harbour
Mayor Dietch was approached by Bal Harbour Mayor regarding this joint event.

The Bal Harbour Tourism Director was interested in doing a tri-city event and possibly including Indian creek for a 4th of July event. There was been no response from Bay Harbor regarding the event.

Tim advised that collaborating with the other municipalities is not a cost saving matter for the 4th of July event. The Town will have to come up with funds for everything else such as facilities (port-a-potties), staff, etc...

Hosting the event on the beach on 96th street will have some issues such it having no facilities, the logistics, lifeguard stands.

Bal Harbour is still looking to do their \$20,000 fireworks off the pier at 9pm with everyone coming down to 96th street to view the show.

Pro – joint community effort, good will gesture.

Cons – logistics, number of people, parking, (no restrooms, lockers), food trucks

Jane Graham stated that the Town Attorney's Office is researching beach management jurisdiction.

Retta Logan stated that it is not feasible to host the event due to it being a major holiday and the many non tri-city people who will be on the beach that day.

The cost that the Town roughly spends, including fireworks, on the Fourth of July events is \$23,000. Eliana suggested that we keep the Town's party alive and that we go in with Bal Harbour on fireworks and spend \$5,000. The extra money saved can go into the tri-city event.

Eliana would like to see tri-city event but not for Fourth of July.

Tim's alternate idea was Unity day where the Town's would pick a site for hosting the event.

Commission Liaison Olchyk is in favor with a community get together, but stated that we should not consider it if it is not at a savings to the Town. She stated that with this type of event her condominium generally has to spend additional money on security.

Retta Logan would like to see like a family day type of event.

Eliana likes the idea of the tri-park event and would like to see it happen in May when it is not as hot.

Veronica Lupinacci made a motion not to pursue a tri-city Fourth of July event; Shlomo Danzinger seconded the motion. The motion passes unanimously.

The Town does not have the capacity to host such a large crowd nor does the Town benefit from it.

Eliana voiced her concerns about having fireworks again and Tim advised that the fireworks is a part of the Parks and Recreation operating budget.

Retta Logan reminded Eliana that the Committee voted to have the fireworks.

Veronica Lupinacci does not want to get rid of the fireworks.

Retta Logan advised that funds for the tri-city event should not come from the Parks and Recreation budget, but the Town's budget in general as it is a Town event.

Assistant Town Attorney Jane Graham reminded the board that per town code that no particular debate shall not exceed one half hour.

Tim advised that the fireworks are the apart of this year's budget.

Assistant Town Attorney Jane Graham reminded the Committee that if they wanted to vote on a previously voted item it would need to be done by the originally motion makers.

Commissioner Liaison Olchyk advised that she was under the impression that last year's firework's needed to be voted on and that it was too late. Tim advised that it was a part of the budget process. Tim advised that if alternate revenues were to be seeked (sponsorships/donation) then the money could be used for the Unity Day. Tim advised that the dollars are there in the budget, but the funds (\$8,000) could be used for something else and not fireworks if the committee voted on it, but it's a recommendation and would still need to be approved the Town Commission and additional funding sources for sponsorships would be needed.

Assistant Town Attorney Jane Graham advised that sponsorships can be an ethical issue and she advised that if the Committee wants the Town Attorney's Office to look into the type of specific firework sponsorships they can.

Eliana Salzhauer suggested that we offer funds to Bal Harbour as a good will gesture.

The Parks and Recreation Committee wants someone to look into what plans the Grand Beach/Chateau/Four Seasons have for fireworks. It was suggested that it might be an item that Duncan Tavares can look into.

Retta Logan wanted the Unity event to be brought back on the agenda.

Tim reminded everyone that this is a recommendation committee and the Town Commission can vote against whatever they decide.

5. 96th Street park renovation priority list

Tim wants to set priorities list with the budget tentatively set at \$550,000 from the new construction projects, with the remaining funds to be remitted at the end of the construction projects as per the agreement. The five-year capital budget is \$675,000.

The construction management project can possibly be handled in house saving the Town money on the project manager.

Tim listed his priorities:

1. Green field/soccer – green space
2. Two Age specific playground (some new equipment – tot lot equipment needs to be replaced)
3. Building/pavilion (shade structure)
4. Basketball court
5. Field lighting (minimal lighting)
6. Landscaping

Must haves:

1. Fencing
2. New entrance
3. Security lighting
4. Irrigation
5. Walkways
6. Benches
7. Site drainage

Commissioner Liaison Olchyk inquired on the cost for the must-haves and Tim advised that \$675,000 have been budgeted as part of the five-year capital improvement.

Tim advised that as construction projects come to completion there are additional funds due to come in.

Tim will have Ross Prieto, the Building Official at the next meeting to go over the process, if available.

Eliana wants to know in advance the code requirements for two-story/possible three for the building. Tim advised that after speaking to the Town Planner a variance may be required.

Commissioner Liaison Olchyk inquired on the time frame to complete the project and Tim advised that it would take 6-8 months, depending on the size of the building and drainage issue.

Tim advised that the seawall is in the works to be replaced and is expected to start February 2015. The size of the building does not impact the seawall. The work on the seawall is expected to start south and work its way up north and should be expected to be completed in April-May. The seawall will be fortified to withhold whatever Parks and Recreation decides to put in. The park will not be closed during the seawall construction or its construction.

Retta Logan inquired if there's a way do to the field construction and drainage at the same time.

6. Community Input

Eliana advised that the cleaning products the town is using is bad. It smells bad in the fish bowl and the restroom facilities.

7. Meeting Adjournment

Shlomo Danzinger made a motion to adjourn the meeting, veronica Lupinacci seconded the motion. The motion passed unanimously. The meeting ended at 833pm.

Accepted this 23 day of Feb., 2015

Ketta Logan
Member (Print)

[Handwritten Signature]
Signature

Attest:
[Handwritten Signature]
Frantza Duval
Recording Clerk



**TOWN OF SURFSIDE
PLANNING AND ZONING BOARD
AND
DESIGN REVIEW BOARD MEETING**

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

**JANUARY 29, 2015
7:00 PM**

MINUTES

DESIGN REVIEW BOARD

1. CALL TO ORDER

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

2. ROLL CALL

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

Commissioner Cohen attending as liaison arrived at 7:03 p.m.

Board Member Rubenstein arrived at 7:33 p.m.

Chair Lecour made an announcement that the corridor analysis which is on the agenda, will be deferred to a later date.

3. APPROVAL OF MINUTES: : **JANUARY 8, 2015**

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

4. DESIGN REVIEW BOARD APPLICATIONS:

A. Request of the Owner of Property located at 9024 Harding Avenue

The applicant is requesting to legalize a carport canopy.

Town Planner Sarah Sinatra presented the item.

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

B. Request of the Owner of Property located at 8834 Froude Avenue

The applicant is requesting a garage conversion to additional living space.

Town Planner Sarah Sinatra presented the item.

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

C. Request of the Owner of Property located at 9217 Bay Drive

The applicant is requesting a garage conversion to additional living space.

Town Planner Sarah Sinatra presented the item.

Board Member Glynn had a question about the external planter instead of landscaping. Town Planner Sinatra said codes states they can have either.

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

D. Request of the Owner of Property located at 9472 Byron Avenue

The applicant is requesting a garage conversion to additional living space.

Town Planner Sarah Sinatra presented the item.

Board Member Castellanos made a motion to approve with the condition that a driveway to accommodate two parking spaces be installed. The motion received a second from Vice Chair Kligman and all voted in favor with Board Member Rubenstein absent.

E. Request of the Tenant of Property located at 9482 Harding Avenue

The tenant is requesting to install a new sign Nikki's Beach House Boutique.

Town Planner Sarah Sinatra presented the item.

There was some discussion regarding the size of the sign and lettering and thought the central box should be slimmer. They suggested aligning the sign with the neighboring Elle Air sign for visual consistency. The applicant Rosana Mattiori said she did not have a problem doing so as they share the same facade and would speak with the engineer.

Board Member Gutierrez made a motion to approve with the following conditions:

1. Lowering the sign to align with neighboring sign
2. The central box be slimmer

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

F. Request of the Tenant of Property located at 9455 Harding Avenue

The tenant is requesting to install a new sign for Provence Touch.
Town Planner Sarah Sinatra presented the item with staff recommendations.

Board Member Glynn made a motion to approve with staff recommendations and the following conditions:

1. Aluminum must be powdered coated or switch to PVC
2. Caulk or fender washer between aluminum plate and wall
3. No exposed or visible piping or electrical

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

G. Request of the Owner of Property located at 8858 Froude Avenue

The applicant is requesting to build an addition.
Town Planner Sarah Sinatra presented the item.

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

H. Request of the Owner of Property located at 9181 Abbott Avenue

The applicant is requesting to build a new single family home.
Town Planner Sarah Sinatra presented the item.

The applicants Dr. and Mrs. Gabriel Novoa explained the color plan for the home. The architect presented the color scheme for the home and gave more details as to the design of the home. The Board made a few recommendations and suggested changing the shutters from wood to aluminum or none at all and also questioned some round port hole type windows. The Board liked the design of the home.

Public speaker Harvey Moskowitz asked the Board who makes the final decisions as to approval of new homes and how the design fits in with the adjacent area. He sees no problem with the proposed home on 9181 Abbott Avenue but mentioned there are several proposals for new homes and one was recently built which he thinks is a monstrosity and looks like Fort Knox. Town Planer Sinatra and the Board responded by saying there are code requirements which must be met but everyone has their own view as to design. The Board also mentioned that the town now looks into colors and are working with a color palate and since that particular house was built they are looking into more stringent requirements for wall openings.

Board Member Gutierrez made a motion to approve with the recommendation regarding shutters and the round windows. The motion received a second from Board Member Rubenstein and all voted in favor.

I. Request of the Owner of Property located at 8842 Hawthorne Avenue

The applicant is requesting to build an addition and remodel the existing property.

Town Planner Sarah Sinatra presented the item.

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

J. Request of the Owner of Property located at 8811 Emerson Avenue

The applicant is requesting to build a new single family home.

Board Member Rubenstein made a motion to defer the item to the next meeting. The motion received a second from Board Member Glynn and all voted in favor.

K. Request of the Owner of Property located at 8712 Byron Avenue

The applicant is requesting to build a new single family home.

Board Member Rubenstein made a motion to defer the item to the next meeting. The motion received a second from Board Member Glynn and all voted in favor.

L. Request of the Owner of Property located at 8718 Byron Avenue

The applicant is requesting to build a new single family home.

Board Member Rubenstein made a motion to defer the item to the next meeting. The motion received a second from Board Member Glynn and all voted in favor.

M. Request of the Owner of Property located at 8726 Byron Avenue

The applicant is requesting to build a new single family home.

Board Member Rubenstein made a motion to defer the item to the next meeting. The motion received a second from Board Member Glynn and all voted in favor.

Board Member Gutierrez brought up the subject of wall openings on future construction of homes and perhaps the percentage should be increased so as not to have just a solid wall especially in the front of a home. The item will be brought up for discussion and review on a future agenda.

Chair Lecour asked the Board to hold onto their packets as they will need them for the next meeting on the deferred items.

5. ADJOURNMENT.

There being no further business to come before the Design and Review Board the meeting adjourned at 7:54 p.m.

MINUTES
JANUARY 29, 2015
7:00 PM

1. CALL TO ORDER

Chair Lindsay Lecour called the meeting to order at 7:54 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, Board Member Armando Castellanos and Board Member Moshe Rubenstein. Commissioner Cohen attended as liaison.

3. APPROVAL OF MINUTES: JANUARY 8, 2015

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

4. DISCUSSION ITEMS:

A. Corridor Analysis Update

Board Member Glynn made a motion to defer the item to a special meeting. The motion received a second from Board Member Rubenstein and all voted in favor.

A date for the Special Meeting for discussion of the Corridor Analysis is Wednesday, February 18, 2015 at 6:30 p.m.

B. Practical Difficulty Variance Language

Town Planner Sinatra gave the background on the item regarding lot coverage. Board Member Glynn thought it was practical as it gives the Commission, the Planning and Zoning Board and the applicant an option. Board Member Rubenstein commended Town Planner Sinatra as she did a good job in addressing all the points. There was further discussion regarding size of a lot and restricting to only single platted lots.

Board Member Glynn said there should be landscaping, canopy, plants as a condition of approval and Board Member Castellanos said we should also include a height restriction.

Public speaker architect Steve Bernard addressed the item and clarified what he believed was being discussed as to the variance language.

Public speaker Harvey Moskowitz questions why people are requesting expansion of a home when they knew the size of the home when they bought it. In some cases they are now asking for exceptions in order to expand. He is also against the idea of the Board offering a trading off by allowing expansion if they plant a tree or other landscaping.

C. Future Agenda Items

Canopy in right of way

Planters vs. landscaping

Front elevation more than 10 percent elevation openings.

5. PERMITS ISSUED AND REVENUE REPORT FOR DECEMBER 2014

Building Official Ross Prieto gave an update.

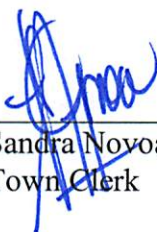
6. ADJOURNMENT.

There being no further business to come before the Planning and Zoning Board the meeting adjourned at 8:25 p.m.

Accepted this 26th day of February, 2015


Chair Lindsay Lecour

Attest:


Sandra Novoa
Town Clerk



Town of Surfside Commission Communication

Agenda #: 3F

Agenda Date: March 10, 2015

Subject: Approve and enter into an Interlocal Agreement with Miami-Dade County for the use of the County Solid Waste Management System.

Background: The Town is currently entered into an interlocal agreement with Miami-Dade County Solid Waste that will expire on October 1, 2015. Collaborating with Miami-Dade County in the past has afforded the Town the ability to dispose of all household trash, vegetation, and white goods at the County's Solid Waste Management System for an agreed cost. When we collaborate with the County, it maximizes the use of its resource recovery facility system and extends the life of its landfills.

Analysis: Using the County Solid Waste Management System satisfies the concurrency requirements of the Local Government Comprehensive Planning and Land Development Regulation Act (Chapter 163, Part II, F.S.) only as it applies to disposal capacity for municipal solid waste collected by the Town for disposal.

Budget Impact: The cost for disposal is budgeted and collected for residential and commercial accordingly.

Staff Impact: None

Recommendation: Staff recommends the Town Commission approve and enter into an interlocal agreement with Miami-Dade County to bring all collected trash and dispose at the Miami-Dade County Solid Waste Management System facility effective October 1, 2015.


Public Works Director


Town Manager

RESOLUTION NO. 15 - _____

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR USE OF THE COUNTY SOLID WASTE SYSTEM MANAGEMENT SYSTEM; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Miami-Dade County Board of County Commissioners declares that it is necessary to the health, safety and welfare of the citizens of Miami-Dade County ("County") to provide for municipal solid waste disposal and management facilities and services; and

WHEREAS, the Town of Surfside desires to use the County Solid Waste Management System for its municipal solid waste disposal needs (and transfer needs, as applicable), at an agreed-upon disposal fee rate (and transfer fee rate as applicable); and

WHEREAS, the Town of Surfside desires to use the County Solid Waste Management System to satisfy Concurrency requirements of the Local Government Comprehensive Planning and Land Development Regulation Act (Chapter 163, Part II, F.S.) only as it applies to disposal capacity for municipal solid waste the Town collects for disposal and which is committed to the County for disposal in the County Solid Waste Management System in accordance with the Interlocal Agreement (See Attachment "A"), and actually disposed of therein; and

WHEREAS, it is in the best interest of the Town to enter with the County into an Interlocal Agreement for use of the County Solid Waste Management System.

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

Section 1. Recitals. That the above-stated recitals are hereby adopted and confirmed.

Section 2. Authorization. The Town Commission hereby authorizes the Mayor to enter into an Interlocal Agreement for use of the Miami-Dade County Solid Waste Management System (See Attachment "A").

Section 3. Implementation. The Town Manager or his designee are hereby authorized to take any and all action necessary to implement this Resolution.

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

PASSED AND ADOPTED this ____ day of _____, 2015.

Motion by _____,

Second by _____.

FINAL VOTE ON ADOPTION

Commissioner Barry Cohen _____

Commissioner Michael Karukin _____

Commissioner Marta Olchyk _____

Vice Mayor Eli Tourgeman _____

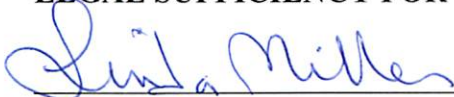
Mayor Daniel Dietch _____

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



CARLOS A. GIMENEZ

MAYOR
MIAMI-DADE COUNTY

July 18, 2014

Honorable Daniel Dietch
Mayor
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33054

RE: Interlocal Agreement for Use of the County Solid Waste Management System

Dear Mayor Dietch:

The Interlocal Agreement between the Town of Surfside and Miami-Dade County for the use of the County Solid Waste Management System will expire on October 1, 2015. In order to properly plan for your community's future waste disposal needs and ensure solid waste concurrency is maintained, we respectfully request that you inform us of your intent to extend the Interlocal Agreement with the County for municipal solid waste disposal beyond 2015.

A convenient response letter is attached for this purpose. Also attached is the most recent version of the standard Interlocal Agreement for solid waste disposal that was approved by the Board of County Commissioners on March 5, 2013. This is the document you would use to seek approval from your governing body to extend the Interlocal Agreement.

Please review the Interlocal Agreement and contact Paul Mauriello, Deputy Director for Waste Operations, with any questions you may have. When you are ready to present the Interlocal Agreement to your governing body for approval, Mr. Mauriello will work with you to prepare a version containing your most up-to-date municipal contact and signature information. Mr. Mauriello can be reached at 305-514-6623.

We trust that this partnership has been beneficial for the Town of Surfside. We look forward to continue serving your waste disposal needs for many years to come. Thank you for your business.

Sincerely,

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez".

Carlos A. Gimenez
Mayor

Attachments

c: Michael Crotty, Town Manager, Town of Surfside
Alina T. Hudak, Deputy Mayor and Interim Director of Public Work and Waste Mgmt., Miami-Dade County
Joseph Kroll, Director, Public Works Department, Town of Surfside
Paul Mauriello, Deputy Director for Waste Operations, Public Works and Waste Mgmt., Miami-Dade County

Alina T. Hudak
Deputy Mayor and Interim Director
Public Works and Waste Management Department
2525 NW 62nd Street, Suite 5100
Miami, Florida 33147

Re: Intent to Extend Interlocal Agreement for use of the County Solid Waste Management System

Dear Ms. Hudak:

The Town of Surfside hereby notifies Miami-Dade County of its intent to extend the Interlocal Agreement between the Town of Surfside and Miami-Dade County for the use of the County Solid Waste Management System beyond 2015. We will coordinate preparation of an updated version of the Interlocal Agreement with your staff and bring this item to our governing body for approval prior to October 1, 2015.

Sincerely,

Daniel Dietch, Mayor
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154

**SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN
MIAMI-DADE COUNTY AND CONTRACT CITIES FOR USE OF THE COUNTY
SOLID WASTE MANAGEMENT SYSTEM**

This Interlocal Agreement ("**Agreement**") is made and entered into this ____ day of _____, 20____, by and between Miami-Dade County by and through its Board of County Commissioners ("**County**") and _____ by and through its _____ hereinafter referred to as **Contract City**, to provide for use of the County Solid Waste Management System by the **Contract City** for its municipal solid waste disposal and transfer needs.

BACKGROUND RECITALS

Whereas, the Miami-Dade County Board of **County** Commissioners (the "Board") hereby finds and declares that it is necessary to the health, safety and welfare of the citizens of Miami-Dade County to provide for municipal solid waste disposal and management facilities and services; and

Whereas, the **County** desires to maximize the use of its Resources Recovery facility processes and to extend the life of its landfills; and

Whereas, the **Contract City** desires to use the County Solid Waste Management System for its municipal solid waste disposal needs (and transfer needs, as applicable), at an agreed-upon disposal fee rate (and transfer fee rate as applicable); and

Whereas, the **Contract City** desires to use the County Solid Waste Management System to satisfy Concurrency requirements of the Local Government Comprehensive Planning and Land Development Regulation Act (Chapter 163, Part II, F.S.) only as it applies to disposal capacity for municipal solid waste the **Contract City** collects for disposal and which is committed to the **County** for disposal in the County Solid Waste Management System in accordance with this **Agreement**, and actually disposed of therein; and

Whereas, the **County** and the **Contract City** desire to formalize their relationship regarding municipal solid waste disposal responsibilities consistent with the provisions of Section 403.706, Florida Statutes.

Whereas, the amended agreement as stated herein shall be available to all municipalities.

NOW THEREFORE, in consideration of the foregoing premises, and the mutual considerations contained herein, the parties hereto, intending to be legally bound, do hereby agree as follows:

County Resolution No. R-167-13
Contract City Resolution No. _____

DEFINITIONS

For the purposes of this **Agreement**, the following capitalized words and phrases shall be given the following respective meanings:

Board - the Miami-Dade County Board of County Commissioners.

Change in Law - after the date of execution of this **Agreement**, (a) the adoption, promulgation, issuance, modification, or change in interpretation of any federal, state or local law, regulation, rule, requirement, ruling or ordinance, of the United States or any state or territory thereof, unless (i) such law, regulation, rule, requirement, ruling or ordinance was on or prior to such date duly adopted, promulgated, issued or otherwise officially modified or changed in interpretation, in each case in final form, to become effective without any further action by any governmental entity or official having jurisdiction, (provided, that it shall not constitute a Change in Law if an administrative regulation existed on the date of execution of this **Agreement** in temporary or proposed form and was treated as generally applicable to transactions of the type contemplated hereby), or (ii) compliance with such law, regulation, rule requirement, ruling or ordinance was provided for in the **Agreement**; (b) the issuance of an order and/or judgment of any governmental entity or official having jurisdiction, to the extent such order and/or judgment constitutes a reversal of a prior applicable order and/or judgment, or an overturning of prior administrative policy or judicial precedent; or (c) the suspension, termination, interruption or failure of renewal of any permit, license, consent, authorization or approval essential to the acquisition, design, construction, equipping, start-up, operation, ownership or possession of the County Solid Waste Management System facilities or the facilities sites, to the extent such suspension, termination, interruption or failure of renewal is not caused by any action or inaction of the **County** or its contractors (provided that, for the purposes of determining whether a suspension, termination, interruption or failure of renewal was so caused, any reason or finding set forth in writing by the agency responsible for issuance of such permit, license, consent, authorization or approval shall be accorded the rebuttal presumption of accuracy), provided that no change in tax law, change to the Internal Revenue Code of 1954 effected by the Tax Reform Act of 1986 (to the extent applicable on the date of this **Agreement**), change in foreign law, change in law which adversely affects the **County's** legal rights as a licensee, grantee, owner, or user of any patent or other "know-how" in respect of proprietary technology intended to be utilized by it in performing its obligations under this **Agreement** shall constitute a change in law for any purposes of this **Agreement**.

Concurrency - provision of certain public facilities specified in the State of Florida Local Government Comprehensive Planning and Land Development Regulation Act ("the Act") (specifically, Chapter 163, Part II, Section 163.3180 F.S.) by (a) county (ies), or (a) municipality (ies) or a combination thereof, at a specified level-of-service stated in the Capital Improvements Element of the comprehensive plan for the applicable jurisdiction(s), adopted pursuant to the Act.

County Resolution No. R-167-13
Contract City Resolution No. _____

Contract Cities – a municipal corporation or corporations existing under the laws of the State of Florida, that enter into this **Agreement** with the **County**. For the purpose of this **Agreement**, the unincorporated areas of Miami-Dade County as geographically configured on February 16, 1996 shall be considered a **Contract City**.

County – Miami-Dade County, Florida by and through its Board of County Commissioners.

County Disposal Fee - the fee charged to dispose of municipal solid waste or solid waste at County-owned disposal facilities or facilities operated under contract with the **County** for municipal solid waste or solid waste disposal.

County Solid Waste Management System - The aggregate of those solid waste management facilities owned by or operated under contract with Miami-Dade County, which shall include the North Dade Landfill (21500 NW 47th Avenue), South Dade Landfill (23707 SW 97th Avenue), Resources Recovery Facility (6990 NW 97th Avenue), Waste Management of Florida, Inc. Landfill in the City of Medley, Florida (9350 NW 89th Avenue), Northeast Transfer Station (18701 NE 6th Avenue), Central Transfer Station (1150 NW 20th Street) and West Transfer Station (2900 SW 72nd Avenue), and other such facilities as may be added to or deleted from this listing from time to time, by the County Mayor at his/her sole discretion. Such additions or deletions may be made by use of an attachment hereto without need for formal amendment to this **Agreement**.

Director - the Director of the Public Works and Waste Management Department or his/her designee.

Exclusive Franchise or License - (a) contract(s) between a **Contract City** and a (limited number of) third party contractor(s) for the right and privilege to collect municipal solid waste or solid waste from either residential units or commercial establishments, or both residential units and commercial establishments, within (a) designated service area(s) under the terms of which the contractor(s) pay(s) the **Contract City** a fee.

Fiscal Year - the period beginning October 1 of each year and ending September 30 of the subsequent year.

Force Majeure - an act of God, epidemic, lightning, earthquake, fire, explosion, storm, tornado, hurricane, flood or similar occurrence, strike, and act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights or obligations under this **Agreement**, which by the exercise of due diligence the party relying thereon as justification for not performing any obligation under this **Agreement** shall not have been able to avoid, and which is not the result of a willful or negligent action or omission of such party.

County Resolution No. R-167-13

Contract City Resolution No. _____

Municipal Solid Waste (MSW) – all discarded materials or substances, exclusive of source-separated recyclable materials, which the **Contract City** collects for disposal or is collected for it by third parties under contract with the **Contract City** for disposal including, but not limited to, garbage, trash, litter, refuse, rubbish, ashes, incinerator residue, recycling process residue, or other materials allowed by the State Department of Environmental Protection for disposal in a Class I landfill which result from domestic, commercial, industrial, mining, agricultural or governmental activities, but not including sewage or other highly-diluted, water-carried materials or substances, or those in gaseous form. This definition is not intended to include any waste collected by any entity whose sole relationship with the Contract City is a franchise or license and which entity does not collect any waste on behalf of the Contract City. In addition, this definition is not intended to include waste collected at any city owned facility.

Non-Exclusive Franchise or License - a regulatory program under which an unlimited number of solid waste haulers are given the right and privilege to collect solid waste from either residential units or commercial establishments, or both residential units and commercial establishments, under the terms of which each hauler pays the **Contract City** a fee.

Short -Term Disposal - delivery of solid waste to the County Solid Waste Management System for disposal without having a minimum ten (10) year waste disposal agreement with the **County**.

Short -Term Disposal Fee(s) - the higher fee(s) paid by private haulers or municipalities for Short-Term disposal of solid waste in the County Solid Waste Management System.

Solid Waste – all discarded materials or substances, exclusive of source-separated recyclable materials, including, but not limited to, garbage, trash, litter, refuse, rubbish, ashes, incinerator residue, recycling process residue, or other materials allowed by the State Department of Environmental Protection for disposal in a Class I landfill which result from domestic, commercial, industrial, mining, agricultural or governmental activities, but not including sewage or other highly-diluted, water-carried materials or substances, or those in gaseous form, which materials or substances are not collected by or on behalf of a **Contract City**.

Source-Separated Recyclable Materials - materials separated from municipal solid waste or solid waste at their source of generation which are set-out for collection at their source of generation. Such materials shall be limited to: clean yard trash, aseptic and gable-top containers, corrugated cardboard, magazines, mixed waste paper, newspapers, telephone books, household batteries, glass containers, plastic containers, steel cans and aluminum cans, and other source-separated recyclable materials as may be approved for addition to this listing from time to time by the County Mayor or his/her designee, which approval shall not

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be unreasonably withheld; such additions may be made by use of an attachment hereto without need for formal amendment to this **Agreement**.

Transfer Fee - the fee charged to transfer municipal solid waste or solid waste from County Solid Waste Management System transfer stations to County Solid Waste Management System disposal facilities.

ARTICLE 1

CONSTRUCTION OF INTERLOCAL AGREEMENT

The word "shall" as used in this **Agreement** shall in all cases be construed to be mandatory and to require the action so modified by the word "shall" to be taken without regard to the exercise of discretion.

ARTICLE 2

RESPONSIBILITIES OF THE COUNTY

A. **Provision of Disposal Capacity**. The **County** shall provide MSW disposal capacity (and transfer, as applicable) for the MSW which each **Contract City** collects or is collected for it for disposal and which is committed to the **County** for disposal in the County Solid Waste Management System in accordance with this **Agreement**. The provision of MSW disposal services under this **Agreement** shall comply with all applicable state and federal laws.

B. **Disposal Capacity for Concurrency**. The **County** shall maintain sufficient MSW disposal capacity in the County Solid Waste Management System to comply with Concurrency requirements of the Local Government Comprehensive Planning and Land Development Regulation Act (Chapter 163, Part II, F.S.) only as it applies to MSW disposal capacity for the MSW which the **Contract City** collects or is collected for it for disposal and which is committed to the **County** for disposal in the County Solid Waste Management System in accordance with this **Agreement**, and actually disposed of therein.

C. **Standardization of Agreement**. The terms of this **Agreement** shall be substantially the same for all **Contract Cities**.

ARTICLE 3

RESPONSIBILITIES OF THE CONTRACT CITY

A. **Delivery of MSW to County**. The **Contract City** shall deliver all the MSW it collects or is collected for it for disposal, to a County Solid Waste Management System facility(ies) at Disposal Fee rates as specified herein. Delivery of MSW by **Contract City** to the Waste Management Inc. of Florida landfill in Medley, Florida shall be permitted for the term of this agreement; provided that, (1) the **County's** agreement with Waste Management Inc. of Florida, dated July 31, 1998, is in effect, (2) the landfill is accepting MSW for disposal, and (3) MSW from (a) **Contract City(ies)** is not needed at the Resources Recovery facility, as determined by the Director, in his/her sole discretion.

County Resolution No. R-167-13

Contract City Resolution No. _____

The Director may identify particular facilities to which the **Contract City** shall deliver its MSW subject to the following:

- (i) The **Contract City** may deliver its MSW to a **County** transfer facility(ies) if the applicable transfer fee is paid to the **County**.
- (ii) At no time during the term of this **Agreement** shall a **Contract City** be required to deliver MSW to a **County** transfer facility unless the County Disposal Fee is the same at all County Solid Waste Management System facilities.
- (iii) The **Contract City** shall not be directed to deliver its MSW to a disposal facility which is farther from the **Contract City's** boundaries than the closest county-owned disposal facility.
- (iv) The **Contract City** shall not be directed to deliver its MSW to a transfer facility which is farther from the **Contract City's** boundaries than the closest county-owned transfer facility. In no case shall the **Contract City** be required to deliver its MSW to a County Solid Waste Management System facility which is farther than twenty (20) miles from the **Contract City's** nearest boundary in order to take full advantage of it rights under this **Agreement**.
- (v) Regardless of the operating status of the County's Resources Recovery Facility, the **Contract City** shall be entitled to dispose of MSW at the Facility and to pay the regular disposal rate that applies to **Contract Cities**, which shall be the County's lowest rate for MSW disposal, for the term of this **Agreement**.

B. Use of Other Facilities Prohibited. The **Contract City** shall not deliver any MSW it collects or is collected for it for disposal to a solid waste disposal or transfer facility other than a County Solid Waste Management System facility for the term of this **Agreement**. The **Contract City** shall not deliver any MSW it collects or is collected for it, to a materials recovery or recycling facility for the term of this **Agreement**.

Notwithstanding the foregoing, in the event that the **County** approves an operating permit for a solid waste disposal or transfer facility located within Miami-Dade County:

Other than:

- (i) A facility that is a part of the County Solid Waste Management System;
- (ii) A facility that is used exclusively to facilitate the delivery of MSW to County Solid Waste Management System facilities; or

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- (iii) A facility that is subject to a solid waste disposal agreement with the County, which agreement shall not allow acceptance of third party waste either by agreement or regulation;

Then in that case:

the **Contract City** shall have the option to either pursue a permit for operation of a solid waste disposal or transfer facility for all or a portion of its MSW disposal needs or deliver all or a portion of its MSW to the permitted solid waste disposal or transfer facility(ies) that meets the criteria established herein, provided however that any portion of the **Contract City's** MSW that is not so disposed must continue to be delivered to the **County** pursuant to the terms of this **Agreement**.

C. Hauler Contracts. The **Contract City** shall include in any MSW collection contracts with Solid Waste haulers, or amendments to such contracts, which it executes, renews or extends after the date of this **Agreement**, a provision that all MSW collected for the **Contract City** shall be delivered to a County Solid Waste Management System facility for disposal. This provision shall apply to exclusive franchise or license agreements with Solid Waste haulers to collect MSW on the **Contract City's** behalf. This provision shall not apply to a non-exclusive franchise or license to haul Solid Waste that is not collected on the **Contract City's** behalf.

D. Disposal and Transfer Fees. The **Contract City** shall pay a Disposal Fee (and a Transfer Fee, as applicable) for each ton of MSW delivered to the County Solid Waste Management System for disposal. As of October 1, 2012, the **Contract City** shall pay a Disposal Fee of sixty-three dollars and sixty-five cents (\$63.65) per ton to the **County** for disposal of MSW delivered to County Solid Waste Management System facilities. This Disposal Fee shall be established by separate administrative order, which shall not become effective until approved by the Board. As applicable, as of October 1, 2012 the **Contract City** shall pay a Transfer Fee of twelve dollars and fifty-two cents (\$12.52) per ton to the **County** for transfer of MSW delivered to County Solid Waste Management System transfer facilities. This Transfer Fee shall be established by separate administrative order, which shall not become effective until approved by the Board. The Disposal Fee and Transfer Fee may be increased or decreased for inflation or deflation beginning on October 1, 2013, and on the first day of each Fiscal Year thereafter, relative to increases or decreases in the U.S. Government Consumer Price Index for All Urban Consumers for the Southeast Region of the United States (CPI) for the prior period of July 1 through June 30. Such CPI increases or decreases shall be capped at four percent (4%) per year for the term of this **Agreement**. In the event that the actual CPI increase or decrease exceeds the four percent (4%) cap in a given Fiscal Year, the amount of CPI increase or decrease above or below the four percent (4%) cap shall be applied to CPI increases or decreases in future years when the CPI increase or decrease is less than four percent (4%). The Disposal Fee and Transfer Fee shall not otherwise increase, unless as required by Change in Law, as defined herein, which may occur at any time during the term of this **Agreement**. The **County** shall notify the **Contract**

County Resolution No. R-167-13

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City of proposed Disposal Fee and Transfer Fee adjustments on the basis of change in law. The disposal fee or Transfer Fee increase based on Change in Law shall fully compensate the County for its increased costs. Each Contract City shall pay prevailing disposal fees for waste materials for which the County charges other than the County Disposal Fee for the entire term of this Agreement, including, without limitation, tires and asbestos, if provided to the County for disposal.

E. **Terms of Payment.** The County shall invoice the Contract City for Disposal Fees, based on County weighing records, by means of First Class U.S. Mail, within five (5) days of the last day of each month, commencing in the first month after the effective date of this Agreement, and continuing monthly thereafter for the term of this Agreement. In accordance with Section 218.74(2), Florida Statutes, as amended from time to time, payment of Disposal Fees owed to the County shall be due from, and payment shall be made by, the Contract City forty-five (45) days from the date of receipt of the County's monthly invoice.

F. **Dispute on Invoicing.** In the event of a dispute on invoicing, the Contract City shall first pay the full amount of the disputed charges when due and shall, within thirty (30) days from the date of receipt of the disputed invoice, give written notice of the disputed invoice to the County. The notice of dispute shall identify the disputed invoice, state the amount in dispute and set forth a full statement of grounds on which such dispute is based. The County Mayor or his/her designee shall confer with the Contract City and the County Mayor or his/her designee shall resolve the dispute not later than sixty (60) days after the date upon which the disputed invoice was received. Should the Contract City disagree with the determination of the County Mayor or his/her designee, it may pursue any remedy at law except withholding payment.

ARTICLE 4 **WEIGHING RECORDS**

The County shall cause all County Solid Waste Management System facilities to operate and maintain motor truck scales calibrated to the accuracy required by Florida law and to weigh all vehicles delivering MSW. Each vehicle delivering MSW from the Contract City, or its contract hauler, shall have its tare weight and cubic yard capacity permanently and conspicuously displayed on the exterior of the vehicle. The County or its contractor may, from time to time, require revalidation of the tare weight of any vehicle. The Contract City shall provide the County with information about each private hauler delivering MSW on its behalf to include: name and address, make, body type and motor vehicle registration number of each vehicle used for such purpose. All such haulers shall have and maintain a valid County solid waste hauler permit in accordance with Section 15-17 of the Code of Miami-Dade County, as amended from time to time.

The County will supply the Contract City with monthly weighing records as may be reasonably required by the Contract City to administer its waste collection program. Copies

County Resolution No. R-167-13

Contract City Resolution No. _____

of all transaction tickets will be maintained by the **County** for at least two (2) years. If weighing scales are inoperable or are being tested, the facility operator shall estimate the quantity of MSW delivered using a schedule of estimated waste material weights in accordance with Section 15-25, Subsections (b) and (d) of the Miami-Dade County Code, as amended from time to time. The estimates shall take the place of actual weighing records, when the scales are not operational. The **County** shall use reasonable efforts to maintain the scales in an operable and accurate weighing condition.

ARTICLE 5

SHORT-TERM DISPOSAL

The **Contract City** agrees that the County Solid Waste Management System may accept Solid Waste on a Short-Term Disposal basis from private or municipal haulers, so long as the capacity to receive MSW delivered on behalf of the **Contract City** is not impaired, and provided that such haulers shall pay (a) Short-Term Disposal Fee(s) of at least ten percent (10%) above that charged to **Contract Cities**. The (a) Short-Term Disposal Fee(s) shall be established by separate administrative order, which shall not become effective until approved by the Board. All Disposal Fee revenues generated pursuant to this **Agreement** shall be used to pay County Solid Waste Management System costs. This provision shall not inhibit the **County** from entering into agreements with private haulers for delivery of Solid Waste to **County** disposal facilities (with the exception of agreements for delivery of Solid Waste collected by (a) private hauler(s) under contract with any municipality that is not a party to this **Agreement**, which shall be prohibited), the minimum duration of which shall be ten (10) years, provided that the **County** shall not offer (a) Disposal Fee(s) less than that agreed to herein by the **Contract City** to any private hauler for the term of this **Agreement**.

ARTICLE 6

RELATIONSHIPS OF THE PARTIES

Nothing in this **Agreement** shall be deemed to constitute any party a partner, agent or local representative of the other party or to create any type of fiduciary responsibility of any kind whatsoever between the parties. The obligations to this **Agreement** are not joint; the obligations are separate and several between the **Contract City** and **County**.

ARTICLE 7

HEADINGS

Captions and headings in this **Agreement** are for ease of reference only and do not constitute a part of this **Agreement** and shall not affect the meaning or interpretation of any provisions herein.

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Contract City Resolution No. _____

ARTICLE 8

DURATION OF AGREEMENT

The term of MSW deliveries by the **Contract City** to the **County** under this **Agreement** shall commence with the date of execution and shall remain in effect up to and including October 1, 20___. The **Agreement** shall be executed and approved by resolution of the **Contract City's** governing body and shall become effective upon execution by the **County**. A copy of the resolution of approval shall be transmitted to the County Mayor within five (5) days following the date of each **Contract City's** approval.

ARTICLE 9

AGREEMENT GOVERNS; ENTIRE AGREEMENT

This **Agreement** shall govern and supersede any other Interlocal agreement between the **Contract City** and the **County** with regard to use of the County Solid Waste Management System. This writing embodies the entire **Agreement** and understanding between the parties hereto, and there are no other agreements or understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby.

ARTICLE 10

REPRESENTATIONS OF THE COUNTY

The **County** represents that (A) this **Agreement** has been duly authorized, executed and delivered by the Board of County Commissioners as the governing body of the **County**, and (B) it has the required power and authority to perform this **Agreement**.

ARTICLE 11

REPRESENTATIONS OF THE CONTRACT CITY

The **Contract City** represents that (A) this **Agreement** has been duly authorized, executed and delivered by the Governing Body of the **Contract City**, and (B) it has the required power and authority to perform this **Agreement**.

ARTICLE 12

APPROVALS AND NOTICES

All notices, consents and other communications required, permitted or otherwise delivered under this **Agreement** shall be in writing and be delivered either by hand with proof of delivery or mailed by first class United States certified or registered mail, with return receipt requested, postage prepaid, and in any case shall be addressed as follows:

To County -
Miami-Dade County
Office of the Mayor
Stephen P. Clark Center
111 NW 1st Street
Miami, Florida 33128

County Resolution No. R-167-13
Contract City Resolution No. _____

To Contract City -

Changes in the respective addresses above may be made from time to time by either party by notice to the other party. Notices and consents given by mail in accordance with this section shall be deemed to have been given five (5) business days after the day of dispatch, notices and consents given by any other means shall be deemed to have been given when received.

ARTICLE 13

AMENDMENT TO AGREEMENT

This **Agreement** may be modified, altered or amended only by a written amendment duly executed by the parties hereto, and approved by the governing body of each party. Any oral representations or modifications concerning this **Agreement** shall be of no force or effect.

ARTICLE 14

NON-ASSIGNMENT

In no case shall the **Contract City** assign, transfer, convey or otherwise hypothecate any interest, rights, duties, or obligations hereunder, or any part thereof. In the event the **Contract City** attempts to assign, transfer, convey or otherwise hypothecate this **Agreement** or the **Contract City's** rights, duties or obligations hereunder, or any part thereof, the **County** may at its option, terminate this **Agreement** with respect to the **Contract City**.

ARTICLE 15

RIGHTS OF OTHERS

Nothing in this **Agreement**, either express or implied is intended to confer upon any person other than the parties hereto any rights or remedies under or by reason of this **Agreement**.

ARTICLE 16

WAIVER

There shall be no waiver of any right related to this **Agreement** unless that such waiver is in writing signed by the party waiving such right. No delay or failure to exercise a right under this **Agreement** shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular rights waived and shall not be deemed a waiver of the same right at a later time of any other right under this **Agreement**.

County Resolution No. R-167-13

Contract City Resolution No. _____

ARTICLE 17
FORCE MAJEURE

Neither party hereto shall be liable for its failure to carry out its obligations under this **Agreement** during any period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations, but the obligations of the party relying on such Force Majeure shall be suspended only during the continuance of any inability so caused and for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch. It is further agreed and stipulated that the right of any party hereto to excuse its failure to perform by reason of Force Majeure shall be conditioned upon such party giving, to the other party, written notice of its assertion that a Force Majeure delay has commenced within five (5) working days after such commencement. If there exists good cause for failure to give such notice, such failure shall not prejudice any party's right to justify any non-performance as caused by Force Majeure, unless the failure to give timely notice causes material prejudice to the other party.

ARTICLE 18
COUNTY EVENT OF DEFAULT

The failure by the **County** to substantially fulfill any of its material obligations in accordance with this **Agreement**, unless excuses are justified by Force Majeure, shall constitute a "**County** event of default". If a **County** event of default should occur, the **Contract City** shall have all of the following rights and remedies which each may exercise singly or in combination: 1. the right to declare that this **Agreement**, together with all rights granted to the **County**, hereunder are terminated, effective upon such date as is designated by the **Contract City**; 2. any and all other rights provided under federal laws and the laws of the State of Florida. 3. in any event, the **County** shall maintain responsibility for any debts owed to the **Contract City** for services provided under the terms of this **Agreement**. Notwithstanding any other provision of this article, the **Contract City** shall not terminate this **Agreement** for a "**County** event of default" unless the **Contract City** first give(s) the **County** written notice of intent to terminate specifying the alleged default, and providing the **County** a period of sixty (60) days from receipt of notice within which to cure such default.

ARTICLE 19
CONTRACT CITY EVENT OF DEFAULT

Without limitation, the failure by the **Contract City** to substantially fulfill any of its material obligations in accordance with this **Agreement**, unless excuses are justified by Force Majeure, shall constitute a "**Contract City** event of default". If a **Contract City** event of default should occur, the **County** shall have all of the following rights and remedies which it may exercise singly or in combination: 1. the right to declare that all rights granted to the **Contract City** hereunder are terminated, effective upon such date as is designated by the **County**; 2. any and all rights provided under federal laws and the laws of the State of Florida. 3. in any event, the **Contract City** shall maintain responsibility for any debts owed to the **County** for services provided under the terms of this **Agreement**. Notwithstanding any other provision of this article, the **County** shall not terminate this **Agreement** for a

County Resolution No. R-167-13
Contract City Resolution No. _____

"City event of default" unless the **County** first gives the **Contract City** written notice of intent to terminate specifying the alleged default, and providing the **Contract City** a period of sixty (60) days from receipt of notice within which to cure such default.

ARTICLE 20

FLORIDA LAW GOVERNS; VENUE IN MIAMI-DADE COUNTY, FLORIDA

This **Agreement**, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.

ARTICLE 21

TERMINATION

This **Agreement** may be terminated upon mutual consent, in writing, between the **Contract City** and the **County**.

ARTICLE 22

COUNTERPARTS

This **Agreement** may be executed in one or more counterpart(s), each of which shall be deemed an original.

ARTICLE 23

INVALIDITY OF PROVISIONS

Should any provision, paragraph, sentence, word or phrase contained in this **Agreement** be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and this **Agreement** shall remain in full force and effect.

County Resolution No. R-167-13
Contract City Resolution No. _____

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this **Agreement** to be executed in its name by the County Mayor or his/her designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and the **Contract City** has caused this **Agreement** to be executed in its name by the Manager/Mayor of the **Contract City** or his/her designee, attested by the Clerk of the **Contract City's** governing body and has caused the seal of the **Contract City's** governing body to be hereto attached, all on the day and year first written above.

Attest: HARVEY RUVIN,
Clerk of the Board

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
County Mayor
Miami-Dade County Florida
111 N.W. 1st Street, 29th Floor
Miami, FL 33128

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY BY:
Miami-Dade County Attorney's Office
111 N.W. 1st Street
Miami, FL 33128

Assistant County Attorney

County Resolution No. R-167-13
Contract City Resolution No. _____

CONTRACT CITY

a Florida Municipal Corporation

ATTEST:

By:

This day of _____, 20__

[corporate seal]

APPROVED AS TO INSURANCE
REQUIREMENTS:

APPROVED AS TO FORM AND
CORRECTNESS:

County Resolution No. R-167-13
Contract City Resolution No. _____



Town of Surfside Commission Communication

Agenda Item # 3G

Agenda Date: March 10, 2015

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

Objective: It is the responsibility of the City of Sunny Isles Beach and the Town of Surfside to ensure the public safety of their citizens by providing adequate levels of police to address any foreseeable routine or emergency situation; and because of existing and continuing possibility of the occurrence of law enforcement problems and other natural or manmade conditions which are likely to be, beyond the control of the services, personnel, equipment or facilities of the participating police departments; these municipalities have the authority to enter into a Mutual Aid Agreement in order to adequately 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 municipalities.

Background: The Mutual Aid Agreement specifies the policies and procedures for joint operations and activities of the City of Sunny Isles Beach Police Department and the Town of Surfside Police Department. The Agreement will be in effect from the date of signing to January 1, 2020.

Analysis: The Surfside Police Department requires approval and authorization to enter into the new Mutual Aid Agreement at the request of the Sunny Isles Beach Police Department.

Budget Impact: N/A

Growth Impact: N/A

Staff Impact: N/A

Recommendation: It is recommended that the Surfside Town Commission approve the resolution authorizing the Mutual Aid Agreement between the Sunny Isles Beach and the Surfside Police Departments.



David Allen, Chief of Police



Guillermo Olmedillo, Town Manager

RESOLUTION NO. 15 - _____

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA ACKNOWLEDGING THE MUTUAL AID AGREEMENT BETWEEN THE TOWN OF SURFSIDE POLICE DEPARTMENT AND THE CITY OF SUNNY ISLES BEACH POLICE DEPARTMENT; AUTHORIZING THE TOWN MANAGER AND CHIEF OF POLICE TO EXECUTE AND IMPLEMENT THE TERMS AND CONDITIONS OF THE MUTUAL AID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

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 Sunny Isles Beach are located in relation to each other; and

WHEREAS, there exists the possibility of law enforcement problems and other natural and man-made conditions which are beyond the control of the services, personnel, equipment or facilities of the Surfside Police Department; and

WHEREAS, it is an advantage of both the Police Departments of the Town Surfside and City of Sunny Isles Beach to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to continuing, multi jurisdiction law enforcement problems, as well as the 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 Sunny Isles Beach Police 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, Florida and the City of Sunny Isles Beach, Florida (Attachment "A").

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

PASSED AND ADOPTED this _____ day of _____, 2015.

Motion by _____,

Second by _____.

FINAL VOTE ON ADOPTION

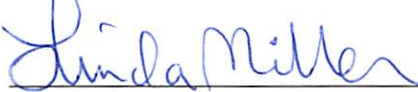
Commissioner Barry Cohen	_____
Commissioner Michael Karukin	_____
Commissioner Marta Olchyk	_____
Vice Mayor Eli Tourgeman	_____
Mayor Daniel Dietch	_____

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



February 11, 2015

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

Re: Renewal of Mutual Aid and Joint Declaration Agreements

Dear Chief Allen,

Enclosed please find two (2) original executed Mutual Aid and Joint Declaration agreements between The City of Sunny Isles Beach and Town of Surfside.

The current agreements between our cities expired on January 1, 2015. Once you have executed these agreements, please return one (1) original to my attention and keep one for your agency/city.

Please be advised that once I receive the fully executed agreement, I will file it with the Florida Department of Law Enforcement in compliance with applicable Florida State Statutes.

Should you have any questions, Please feel free to contact me.

Sincerely,

Capt. Michael A. Grandinetti

Michael A. Grandinetti
Captain

Enclosures

c: Fred A. Maas, Chief of Police
Hans Ottinot, City Attorney
Jane Hines, City Clerk

RESOLUTION NO. 2015- 2365

A RESOLUTION OF THE CITY OF SUNNY ISLES BEACH, FLORIDA, AUTHORIZING THE CITY OF SUNNY ISLES BEACH TO ENTER INTO MUTUAL AID AND JOINT DECLARATION AGREEMENTS WITH THE VILLAGE OF INDIAN CREEK, CITY OF MIAMI, CITY OF NORTH MIAMI, CITY OF NORTH MIAMI BEACH, NORTH BAY VILLAGE, TOWN OF BAY HARBOR ISLANDS, BAL HARBOUR VILLAGE AND THE TOWN OF SURFSIDE, IN SUBSTANTIALLY THE SAME FORM AS EXHIBITS "A" AND "B", ATTACHED HERETO; AUTHORIZING THE CITY MAYOR TO EXECUTE SAID MUTUAL AID AND JOINT DECLARATION AGREEMENTS; AUTHORIZING THE CITY MANAGER AND POLICE CHIEF TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is the responsibility of Miami-Dade County municipalities to ensure the public safety of their citizens by providing adequate levels of police service; and

WHEREAS, there exists the possibility of law enforcement problems and other natural and man-made conditions which are beyond the control of the services, personnel, equipment or facilities of the City of Sunny Isles Beach Police Department; and

WHEREAS, it is in the public interest of the City of Sunny Isles Beach as well as the participating Miami-Dade County municipalities to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to continuing, multi jurisdiction law enforcement problems, as well as 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 Florida Mutual Aid Act (Sections 23.12 - 23.127 of the Florida Statutes) grants the City of Sunny Isles Beach and other participating agencies the authority to enter into mutual aid agreements with each other to ensure that law enforcement agencies are prepared to adequately address any and all of these conditions, to protect public peace and safety and to preserve the lives and property of the people of the City of Sunny Isles Beach and participating Miami-Dade County municipalities; and

WHEREAS, the City of Sunny Isles Beach desires to authorize entering into Mutual Aid and Joint Declaration Agreements with the Village of Indian Creek, City of Miami, City of North Miami, City of North Miami Beach, North Bay Village, Town of Bay Harbor Islands, Bal Harbour Village and Town of Surfside, in substantially the same form as Exhibits "A" and "B", attached hereto.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNNY ISLES BEACH AS FOLLOWS:

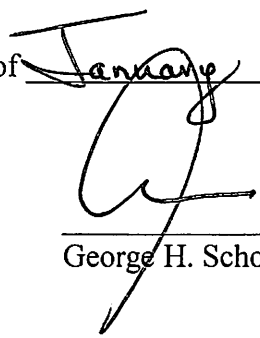
Section 1. Authorization to enter into Mutual Aid and Joint Declaration Agreements. The City Commission hereby authorizes the City of Sunny Isles Beach to enter into Mutual Aid and Joint Declaration Agreements with the Village of Indian Creek, City of Miami, City of North Miami, City of North Miami Beach, North Bay Village, Town of Bay Harbor Islands, Bal Harbour Village and Town of Surfside, in substantially the same form as Exhibits "A" and "B", attached hereto.

Section 2. Authorization of City Mayor. The City Mayor is hereby authorized to execute Mutual Aid and Joint Declaration Agreements between the City of Sunny Isles Beach and the Village of Indian Creek, City of Miami, City of North Miami, City of North Miami Beach, North Bay Village, Town of Bay Harbor Islands, Bal Harbour Village and Town of Surfside, in substantially the same form as Exhibits "A" and "B", attached hereto

Section 3. Authorization of City Manager and Police Chief. The City Manager and Police Chief are hereby authorized to do all things necessary to effectuate this Resolution.

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

PASSED AND ADOPTED this 15th day of January 2015.



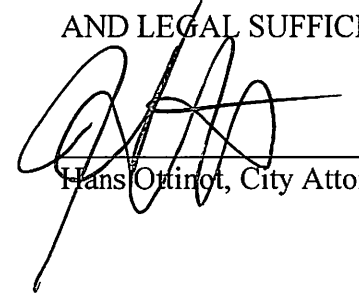
George H. Scholl, Mayor

ATTEST:



Jane A. Hines, MMC, City Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



Hans Outinot, City Attorney

Moved by: Commissioner AELION

Seconded by: Vice Mayor GATTO

Vote: 5-0

Mayor Scholl	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Vice Mayor Gatto	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Commissioner Aelion	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Commissioner Goldman	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Commissioner Levin	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)

MUTUAL AID AGREEMENT

Between the City of Sunny Isles Beach Police Department and the Town of Surfside Police Department

WHEREAS, it is the responsibility of the governments of the **City of Sunny Isles Beach**, 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 manmade conditions which are, or are 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 **Dade County** municipalities; and

WHEREAS, the participating **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 **City of Sunny Isles Beach**, subdivision of the State of Florida, and the undersigned representatives, in consideration of 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 and rendering of assistance for both routine and intensive law enforcement 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.
3. Definitions:
 - A. **Joint declaration:** A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the Joint Declaration shall be filed with the clerks of the respective 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 **City of Sunny Isles Beach Police Department** or the participating municipal police department.
- C. **Agency Head:** Either the Chief of the **City of Sunny Isles Beach Police Department**, or the Chief's designees, and the Chief of Police of the participating municipal police department, or the Chief's designees.
- D. **Participating municipal police department:** The police department of any municipality in **Dade County**, Florida, that has approved and executed this Agreement upon the approval of the governing body of the municipality.
- E. **Certified law enforcement employees:** 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 which such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and his available resources, and will respond in a manner deemed appropriate.
- B. Each party to this Agreement agrees to furnish necessary man power, 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 their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

5. Powers, Privileges, Immunities, and Costs:
- A. All employees of the participating 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 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 regularly 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 this 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 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 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 conflict 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**, and under no circumstances may this 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.

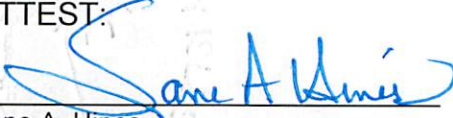
AGREED AND ACKNOWLEDGED this ____ day of _____, 20__.



George Scholl
Mayor,
City of Sunny Isles Beach, FL

Michael Crotty
Town Manager,
Town of Surfside, FL

ATTEST:

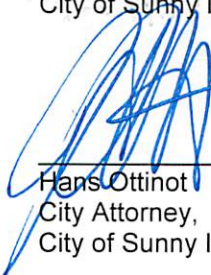


Jane A. Hines
City Clerk,
City of Sunny Isles Beach, FL.

ATTEST:

Sandra Novoa
Town Clerk,
Town of Surfside, FL.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Hans Ottinot
City Attorney,
City of Sunny Isles Beach, FL.

Linda Miller
Town Attorney,
Town of Surfside, FL.

**JOINT DECLARATION
OF THE CHIEF OF THE CITY OF SUNNY ISLES BEACH POLICE DEPARTMENT
AND THE CHIEF 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 preplanned and approved by each respective agency head, or

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

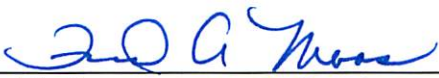
In compliance with, and under the authority of, the Mutual Aid Agreement, hereto entered into by the **City of Sunny Isles Beach**, Florida, and the **Town of Surfside**, Florida, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested 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 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 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, and missing persons 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. Emergency situations in which one agency cannot perform its functional objective
14. Incidents requiring utilization of specialized units; e.g., underwater recovery, canine, motorcycle, crime scene, marine patrol enforcement or investigation, and police information
15. Joint training in areas of mutual need
16. 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, calls or transmissions indicating an officer is injured, calls indicating a crime of 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
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: 01-29-15

DATE: _____



 Fred A. Maas
 Chief of Police.
 Sunny Isles Beach, Florida

 David Allen
 Chief of Police
 Surfside, Florida

ATTEST: 

 Hans Ottinot,
 City Attorney,
 Sunny Isles Beach, Florida.

ATTEST:

 Linda Miller
 Village Attorney,
 Surfside, Florida

**JOINT DECLARATION AMENDMENT UNDER
CITY OF SUNNY ISLES BEACH POLICE DEPARTMENT AND THE TOWN OF
SURFSIDE POLICE DEPARTMENT'S
MUTUAL AID AGREEMENT**

This Agreement amends the Joint Declaration under the Mutual Aid Agreement of _____, 20____, 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 the **City of Sunny Isles Beach** and the **Town of Surfside** to 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 laws, 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 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 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 Mutual Aid Agreement.

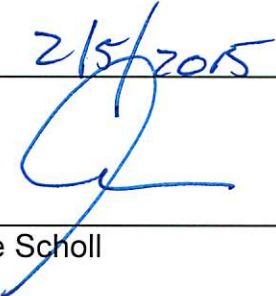
This Amendment shall become effective upon the signing of both Chiefs of Police and shall remain in effect until either the current Mutual Aid Agreement and Joint

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 **City of Sunny Isles Beach Police Department** and the **Town of Surfside Police Department**.

2/5/2015


Date



George Scholl
Mayor
City of Sunny Isles Beach, Florida

Date

Michael Crotty
Town Manager
Town of Surfside, Florida


Fred A. Maas 01-29-15
Chief of Police
City of Sunny Isles Beach, Florida

David Allen
Chief of Police
Town of Surfside, Florida

(914:Joint Declaration)



**TOWN OF SURFSIDE
COMMISSION COMMUNICATION**

Agenda Item: # 3H

Agenda Date: March 10, 2015

From: Vice Mayor Eli Tourgeman

Subject: A Resolution of the Town of Surfside expressing its opposition to any increase in gasoline taxes by the Congress of the United States or the legislature of the State of Florida

Analysis: It is in the best interest of the Town of Surfside that the current gasoline prices will be maintained or further reduced, during the upcoming year. The benefits afforded by the cost reductions should be allowed to be experienced for as long as possible.

Recommendation: Approve the attached Resolution from the Town expressing its opposition to the imposition of any increase in gasoline taxes by the Federal Government or State of Florida.

RESOLUTION NO. 15 - _____

A RESOLUTION OF THE TOWN OF SURFSIDE EXPRESSING ITS OPPOSITION TO ANY INCREASE IN GASOLINE TAXES BY THE CONGRESS OF THE UNITED STATES OR THE LEGISLATURE OF THE STATE OF FLORIDA; DIRECTING THE TOWN CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO THE UNITED STATES CONGRESS, FLORIDA LEGISLATURE, FLORIDA LEAGUE OF CITIES, THE MIAMI-DADE COUNTY LEAGUE OF CITIES, INC., THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, AND ALL THE MUNICIPALITIES OF MIAMI-DADE COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is in the best interest of the Town of Surfside that the current gasoline prices will be maintained or further reduced, during the upcoming year; and

WHEREAS, it has been many years since consumers have experienced the monetary relief currently afforded by the recent reductions in gasoline prices; and

WHEREAS, the lower gasoline prices will provide both citizens and businesses with the opportunity to engage in activities and opportunities that were not previously available to them; and

WHEREAS, the benefits afforded by the cost reductions should be allowed to be experienced for as long as possible; and

WHEREAS, although there has been much discussion over the last few years of the decaying infrastructure across the country and the inability of the Federal and State Governments to fund needed repairs, the current reductions of gasoline prices should not be seen as an opportunity to raise gasoline taxes to fund the infrastructure repairs; and

WHEREAS, a 2014 Tax Foundation report states that Florida is ranked 11th in the United States for highest state gasoline taxes at 36 cents per gallon of gasoline; and

WHEREAS, any such increases in gasoline taxes would negate the recent reductions in gasoline prices and limit, if not eliminate, the benefits that should be enjoyed by citizens and businesses as a result of the gasoline price reductions; and

WHEREAS, both the Federal and State Governments should explore all other available sources of revenue to secure whatever funding is required for infrastructure repairs without authorizing increases in Federal or State gasoline taxes.

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. Opposition by the Town of Surfside to Any Increase in Gasoline Taxes. That the Town of Surfside hereby expresses its opposition to the imposition of any increase in gasoline taxes by the Federal Government or State of Florida.

Section 3. Direction to Town Clerk. That the Town Clerk is hereby authorized and directed to provide copies of this resolution to the United States Congress, Florida Legislature, Florida League of Cities, Miami-Dade County League of Cities, Inc., the Board of County Commissioners of Miami-Dade County, and all the municipalities of Miami-Dade County.

Section 4. Implementation. The Town Manager is hereby authorized to take any and all action necessary to implement this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this _____ day of _____, 2015.

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



Town of Surfside Commission Communication

Agenda Item # 3

Agenda Date: March 10, 2015

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

Objective: It is the responsibility of the City of Miami Gardens and the Town of Surfside to ensure the public safety of their citizens by providing adequate levels of police to address any foreseeable routine or emergency situation; and because of existing and continuing possibility of the occurrence of law enforcement problems and other natural or manmade conditions which are likely to be, beyond the control of the services, personnel, equipment or facilities of the participating police departments; these municipalities have the authority to enter into a Mutual Aid Agreement in order to adequately 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 municipalities.

Background: The Mutual Aid Agreement specifies the policies and procedures for joint operations and activities of the City of Miami Gardens Police Department and the Town of Surfside Police Department. The Agreement will be in effect from the date of signing to January 1, 2020.

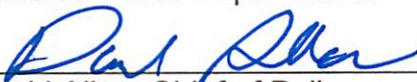
Analysis: The Surfside Police Department requires approval and authorization to enter into the new Mutual Aid Agreement at the request of the Miami Gardens Police Department.

Budget Impact: N/A

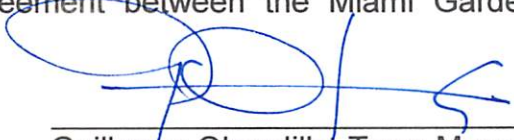
Growth Impact: N/A

Staff Impact: N/A

Recommendation: It is recommended that the Surfside Town Commission approve the resolution authorizing the Mutual Aid Agreement between the Miami Gardens and the Surfside Police Departments.



David Allen, Chief of Police



Guillermo Olmedillo, Town Manager

RESOLUTION NO. 15 - _____

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA ACKNOWLEDGING THE MUTUAL AID AGREEMENT BETWEEN THE TOWN OF SURFSIDE, FLORIDA AND THE CITY OF MIAMI GARDENS, 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, there exists the possibility of law enforcement problems and other natural and man-made conditions which are beyond the control of the services, personnel, equipment or facilities of the Surfside Police Department; and

WHEREAS, it is an advantage of both the Police Departments of the Town Surfside and City of Miami Gardens Beach to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to continuing, multi jurisdiction law enforcement problems, as well as the 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 Gardens 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 City of Miami Gardens, Florida (Attachment "A").

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

PASSED AND ADOPTED this _____ day of _____, 2015.

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



**Miami Gardens
Police Department**

1020 NW 163rd Drive
Miami Gardens, FL 33169

NON-EMERGENCY
(305) 474-MGPD (6473)

FAX
(305) 622-6405

WEBSITE
MGPDFL.org



February 13, 2015

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

**Re: Mutual Aid Agreement between the City of
Miami Gardens and the Town of Surfside**

Dear Chief Allen:

Enclosed please find two (2) original copies of the Mutual Aid Agreement between the City of Miami Gardens and the City of Town of Surfside. Please kindly review and return one (1) original signed copy of the Mutual Aid Agreement, in the self-addressed stamped envelope.

Sincerely,

A handwritten signature in blue ink, appearing to read "Nicole D. Scott".

Nicole D. Scott

Enclosures

MUTUAL AID AGREEMENT
BETWEEN THE CITY OF MIAMI GARDENS AND
THE TOWN OF SURFSIDE

WHEREAS, it is the responsibility of the governments of the **City of Miami Gardens** 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 are likely to be, beyond the control of the services, personnel, equipment, or facilities of the **Miami Gardens Police Department** and the **Surfside 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 **City of Miami Gardens** and the **Town of Surfside**; and

WHEREAS, the **City of Miami Gardens** and the **Town of Surfside** have the authority under Section 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 service;

NOW, THEREFORE, that the City of Miami Gardens, a political subdivision of the State of Florida, and the Town of Surfside, 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: 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. The Joint Declaration between the Town of Surfside and the City of Miami Gardens is hereby incorporated by reference. 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 Gardens Police Department or Surfside Police Department.
- C. Agency head: Either Chief of the City of Miami Gardens Police Department or the Chief's designee and the Chief of the Town of Surfside Police Department or the Chief's designee.
- D. Participating municipal police department: The City of Miami Gardens Police Department and the Town of Surfside Police Department.
- 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 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 his 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 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.

- D. Whenever an officer or other employee is rendering assistance pursuant to the is 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.

- E. 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 AND COSTS

- A. All employees of the participating municipal 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 the 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 exemption from ordinances and rules, and all pensions, insurances, 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 extra territorially under the provisions of this Mutual Aid Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.
- E. 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.
- 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.

SECTION VI: INDEMNIFICATION

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

- C. Each party shall provide satisfactory proof of liability insurance or self-insurance by one or more of the means specified in §768.28(16)(a), Florida Statutes, in an amount which is, in the judgment of the governing body of that party. Should insurance coverage 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. During the course of this Agreement, real property, vessel, motor vehicle, aircraft, currency or other property may be seized and subject to forfeiture under the Florida Contraband Forfeiture Act,. The jurisdiction in which the property was seized shall be considered the seizing agency. The seizing 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 the forfeited property as a result of or in accordance with this Agreement shall be equitably distributed among the participating agencies 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 AND DURATION

This Agreement shall be in effect from date of signing, through and including, January 1, 2020. Under no circumstances may this Agreement be renewed, amended, or extended except in writing.

SECTION X: CANCELLATION

This Agreement may be cancelled by either party upon sixty (60) days written notice to the other party.

AGREED TO AND ACKNOWLEDGED this _____ day of _____, 2015.



Cameron Benson
City Manager
City of Miami Gardens, Florida

Guillermo Olmedillo
Town Manager
Town of Surfside, Florida

ATTEST:




Ronetta Taylor, City Clerk
City of Miami Gardens Florida

ATTEST:

Sandra Novoa, Town Clerk
Town of Surfside, Florida

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**



Sonja Dickens, City Attorney
City of Miami Gardens, Florida

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

Linda Miller, Town Attorney
Town of Surfside, Florida

**JOINT DECLARATION BETWEEN
THE TOWN OF SURFSIDE AND THE CITY OF MIAMI GARDENS
PURSUANT TO A 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 preplanned 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 heretofore entered into by the City of Miami Gardens, Florida 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 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 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 person calls.
9. Enemy attack.
10. Transportation of evidence requiring security.
11. Major events; e.g., sporting events, concerts, parades, fairs, festivals and conventions.



TOWN OF SURFSIDE DISCUSSION ITEM

Agenda #: 4A1

Agenda Date: February 10, 2015

From: Mayor Daniel Dietch

Subject: Expanded Polystyrene Ordinance

Objective: For the Town Commission to approve the ordinance to regulate the use of expanded polystyrene (Styrofoam) in the Town.

Background: On June 10, 2014, the Town Commission provided policy direction to develop and implement comprehensive environmental stewardship policies and procedures, including prohibitions on the use of Styrofoam. Through this policy direction and past related actions, Surfside is gaining a reputation for proactive sustainability leadership. On January 13, 2015, the Town Commission directed staff to regulate Styrofoam use through a phased approach, starting with regulating use in municipal buildings and facilities and in public areas.

Consideration: Styrofoam contributes to litter on Surfside's streets, beaches and public areas. It contains toxic substances that leach into food and drink. Styrofoam is not biodegradable in a human being's lifetime and recycling is not widely available.

Styrofoam litter presents risks to Surfside's nesting sea turtles and shorebird populations. Styrofoam is a common pollutant that fragments into smaller pieces that are ingested by marine life and other wildlife. Pollution from Styrofoam litter has wide-ranging environmental implications, including

contributing to a large gyre in North Atlantic Ocean known as the North Atlantic Garbage Patch, composed of marine debris.

Over 70 municipalities across the United States have enacted ordinances that regulate the use of Styrofoam. Among these are large metropolitan areas such as Washington D.C., San Francisco, Seattle, and smaller communities like Laguna Beach and Malibu in California. There are three municipalities in Miami-Dade County - Miami Beach, Key Biscayne, and Bal Harbour that currently regulate Styrofoam. These ordinances prohibit Styrofoam on beaches and parks, and restrict its use for municipal facilities, municipal contractors and vendors and private businesses to varying degrees.

The anticipated cost to implement a Styrofoam ordinance in Surfside would be negligible, and would be related to costs for public education and compliance monitoring.

ORDINANCE NO. 15 – _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING ARTICLE I OF CHAPTER 34 “ENVIRONMENT” AND SPECIFICALLY CREATING SECTION 34-9 “PROHIBITIONS REGARDING SALE OR USE OF EXPANDED POLYSTYRENE FOOD SERVICE ARTICLES BY TOWN CONTRACTORS AND SPECIAL EVENT PERMITTEES” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES; AMENDING CHAPTER 34 “ENVIRONMENT” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES AND SPECIFICALLY AMENDING SECTION 34-78 “DEFINITIONS” AND AMENDING SECTION 34-80 “PROHIBITIONS ON LITTER; CIVIL FINES FOR VIOLATIONS; ENFORCEMENT; APPEALS; LIENS”; 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 declares that it is in the interest of the public health, safety and welfare of its residents and visitors to reduce litter and pollutants on the lands and in the waters of the Town; and

WHEREAS, expanded polystyrene, a petroleum by-product commonly known as Styrofoam, is neither readily recyclable nor biodegradable and takes hundreds to thousands of years or more to degrade in the environment; and

WHEREAS, due to the physical properties of expanded polystyrene, the United States Environmental Protection Agency states “that such materials can also have serious impacts on human health, wildlife, the aquatic environment and the economy”; and

WHEREAS, expanded polystyrene litter presents risks to Surfside’s nesting sea turtles and shorebird populations.

WHEREAS, expanded polystyrene contributes to litter on Surfside’s streets, beaches and public areas and contains toxic substances that leach into food and drink; and

WHEREAS, on January 13, 2015, the Town Commission directed staff to regulate expanded polystyrene use through a phased approach, starting with regulating use in municipal buildings and facilities, and in public areas; and

WHEREAS, the anticipated cost to develop and implement an expanded polystyrene ordinance in Surfside will be negligible, and would be related to costs for public education and compliance monitoring.

WHEREAS, the Town Commission held its first public hearing on February 10, 2015;
and

WHEREAS, the Town Commission shall have conducted a second duly noticed public hearing on these regulations as required by law on March 10, 2015; and

NOW, THEREFORE, BE IT ORDAINED BY 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 Ordinances of the Town of Surfside, Florida is hereby amended to create Sections 34-9, 34-78, and 34-80 to read as follows:

Sec. 34-9 - Prohibitions regarding sale or use of expanded polystyrene food service articles by Town contractors and special event permittees.

- (a) Legislative intent. Expanded polystyrene, a petroleum byproduct commonly known as Styrofoam, is neither readily recyclable nor biodegradable and takes hundreds to thousands of years or more to degrade. Expanded polystyrene is a common pollutant, which fragments into smaller, non-biodegradable pieces that are harmful to marine life, other wildlife and the environment. The Town’s goals are to reduce the use of expanded polystyrene and encourage the use of reusable, recyclable and/or compostable alternatives.
- (b) Definitions. For purposes of this section only, the following definitions shall apply:
 - (1) Town contractor means a contractor, vendor, lessee, concessionaire of the Town, or operator of a Town facility or property.
 - (2) Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding and extrusion-blown molding (extruded foam polystyrene).
 - (3) Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chests and all similar articles that consist of expanded polystyrene.
 - (4) Town facility includes, but is not limited to, any building, structure, park, or beach owned, operated or managed by the Town.
 - (5) Town property includes, but is not limited to, any land, water, or air rights owned, operated or managed by the Town.
 - (6) Special event permittee means any person or entity issued a special event permit by the Town for a special event on Town property or in a Town facility.
- (c) Town contractors and special event permittees shall not sell, use, provide food in or offer the use of expanded polystyrene food services articles in Town facilities or on Town property. A violation of this section shall be deemed a default under the terms of the Town contract, lease or concession agreement and is grounds for revocation of a special event permit. This subsection shall not apply to expanded polystyrene food service

articles used for prepackaged food that have been filled and sealed prior to receipt by the Town contractor or special event permittee.

- (d) Any Town contract, lease, or concession agreement entered into prior to the effective date of this section or any special event permit issued prior to the effective date of this section shall not be subject to the requirements of this section, unless the Town contractor or special event permittee voluntarily agrees thereto.

Sec. 34-78. - Definitions.

Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

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

(b) It shall be unlawful for any person to carry onto any beach within the town a glass container. In addition, it shall be unlawful for any person to carry any expanded polystyrene product onto any beach or into any park within the town.

Section 4. 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 5. Conflict. All sections or parts of sections of the Town of Surfside Code of Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.

Section 6. 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 7. Effective Date. This Ordinance shall be effective upon final adoption on second reading.

PASSED and ADOPTED on first reading this ____ day of _____, 2015.

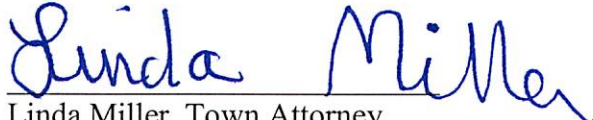
PASSED and ADOPTED on second reading this ____ day of _____, 2015

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, CMC, Town Clerk

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



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 #: 4A2
Agenda Date: March 10, 2015
From: Daniel Dietch, Mayor
Subject: Beach Sand Quality Ordinance

Objective: For the Town Commission to approve the ordinance to require that sand excavated seaward of the Coastal Construction Control Line (CCCL) is chemically tested by protocols developed by the Town's subject matter experts, and that the sand excavated and placed seaward of the CCCL meets specific physical characteristics by protocols developed by the Town's subject matter experts prior to placement above mean high water.

Background: Pursuant to the Commission's recommendation at the February 12, 2015 meeting, the second reading of the ordinance includes changes that were approved and recommended by the Planning and Zoning Board from the February 26, 2015 meeting. The Planning and Zoning Board also recommended Town staff consult with relevant experts regarding additional suggested revisions and recommendations from members of the public.

Consideration: It is the State's responsibility to properly manage Florida's beaches, and to provide for beach restoration and nourishment projects to restore critically eroded beaches. Beachfront developers must submit a CCCL permit to the Florida Department of Environmental Protection ("FDEP") for review prior to excavation or construction. If developers excavate sand east of the CCCL (which is located approximately midway between Collins Avenue and the ocean), the sand must be placed on site and/or on the beach, unless specifically authorized otherwise by the FDEP. The Town of Surfside has the authority to promulgate setbacks, building codes and zoning codes stricter than the State's requirements. The Beach Sand Quality Ordinance sets forth requirements for the physical characteristics and chemical composition of sand excavated east of the CCCL that exceed the current requirements of FDEP. Consistent with the proposed Beach Sand Quality Ordinance the Developer must pay for the cost of the testing as well as the cost for the Town to conduct appropriate oversight over the sand transfer-related activities. The Ordinance creates Sections 34-2 to 34-8 in Chapter 34 "Environment," and amends Section 14-28 in Chapter 14 "Building" and Section 90.5 in Chapter 90 "Zoning."

Proposed changes from first reading to second reading

1. Asbestos and Lead-based paint testing inserted in Section 34.4, Appendix A (A.)

A. Provide to the Town proof of a Phase 1 Environmental Site Assessment on applicant's property and where practicable, applicant's adjacent property. This must be completed within one year prior to the application, and must be in compliance with applicable American Society of Testing and Materials standards. Applicant may also be required to conduct a Phase 2 Environmental Site Assessment based on results from the applicant's Phase 1 Environmental Site Assessment. Applicant must conduct testing for asbestos and lead-based paint through a firm or an individual that is certified for lead inspection and/or abatement in Florida.

2. Change language to require leaching testing regardless of site specific knowledge in Section 34.4, Appendix A (B)(5)

5. If there is site specific knowledge from the applicant, Town, or FDEP which suggests that assessment of the leaching potential for a particular sand source is warranted The applicant must apply the Synthetic Precipitation Leaching Procedure (SPLP; USEPA Method 1312).

3. Change Section 34.4, Appendix B(1) to require a Munsell value of 7

1. Munsell value of 7 or greater with a chroma of 3 or lower when wet.

4. Include toxic materials in physical characteristic requirements in Section 34.5 Appendix B(A)(5) to be consistent with testing in Section 34.4

Sand shall be free of construction debris, toxic material as determined by tests in Section 34-4, and other foreign matter.

5. Clarify language in Section 34.4, Appendix A (C.) that the Town's independent expert must approve sampling plan.

A. Location and Quantity of Samples: ... The Town's independent expert or designee must review and approve the sampling plan and find it to be a fair and reasonable representation of the site.

ORDINANCE NO. 15 – _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING ARTICLE I OF CHAPTER 34 “ENVIRONMENT” AND SPECIFICALLY CREATING SECTIONS 34-2 to 34-8 “BEACH SAND QUALITY” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES; AMENDING CHAPTER 14 “BUILDING” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES AND SPECIFICALLY AMENDING SECTION 14-28 “ISSUANCE OF BUILDING PERMITS”; AMENDING CHAPTER 90 “ZONING” AND SPECIFICALLY SECTION 90.5 “COMPLIANCE WITH REGULATIONS”; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Environmental Protection (FDEP) issues permits which authorize excavation and placement of sand seaward of the Coastal Construction Control Line (CCCL), pursuant to 161.053, *Florida Statutes*; and

WHEREAS, the FDEP cannot contravene zoning or building codes established by a municipality which are equal to, or more strict than, those requirements provided in Section 161.053(4)(b), *Florida Statutes*; and

WHEREAS, FDEP requires that sandy material excavated seaward of the CCCL or 50-foot setback shall be maintained on site seaward of the CCCL or 50-foot setback and shall be placed in the immediate area of construction unless otherwise specifically authorized by the Department, as provided by Rule 62B-33.005(6), F.A.C.; and

WHEREAS, FDEP guidelines state that only beach compatible sand shall be placed on the beach; and

WHEREAS, FDEP defines beach quality sand as sand which is similar to the native beach sand in both coloration and grain size and is free of construction debris, rocks, clay or other foreign matter, pursuant to Rule 62B-33.002(8), F.A.C.; and

WHEREAS, the Town Commission of the Town of Surfside established the Sand Project Community Monitoring Committee (Committee) in June 2014 to serve as a resource to the Town Administration as it addressed issues and concerns related to a recently completed sand transfer project, and to provide an opportunity for the community to be involved in an educational initiative pertaining to beach management and beach opportunities going forward; and

WHEREAS, to address health risk concerns raised by residents of the Town, the Town Commission retained the services of subject matter experts, including expert independent toxicologists to provide analysis and protocols for chemical testing of excavated sand, and to recommend sand criteria related to physical characteristics of excavated sand to be placed east of the CCCL; and

WHEREAS, the subject matter experts recommended a testing protocol that is more comprehensive than the FDEP's criteria for placement of excavated sand east of the CCCL; and

WHEREAS, the Town affirms its desire to protect the health of its residents and visitors by promulgating regulations that are more comprehensive than the requirements of FDEP for sand placed on the beach as a result of coastal construction, pursuant to Rule 62-41.007, F.A.C.; and

WHEREAS, through these regulations, the Town will require that sand excavated seaward of the CCCL is tested via a protocol developed by the subject matter experts, and that sand excavated and placed seaward of the CCCL meets certain physical characteristics prior to placement above mean high water; and

WHEREAS, sand to be excavated and placed seaward of the CCCL shall be in compliance with the Beach Sand Quality regulations prior to issuance of a building permit; and

WHEREAS, the Town will supervise an independent soil technician or inspector with knowledge of soil mechanics and earthwork operations under the direction of the Town's Building Department to collect the sand samples obtained from an applicant's site during the sifting and placement of excavated sand, who will also observe and report to the Town that the sand is clean and free of construction debris and other physical contamination; and

WHEREAS, the cost for compliance with the new beach sand quality requirements for applicants shall be incurred by the applicants. Applicants shall pay for the cost of the Town's collection of the sand samples from the Applicant, and Town's submission of the samples to a qualified, licensed and regulated lab that meets industry standards to test the excavated sand; as well as pay money through cost recovery to reimburse the Town's independent consultants and professionals to evaluate the sand quality testing results, with applicants charged for such services as established in Sec. 90-11 of the Town Code; and

WHEREAS, the Town Commission held its first public hearing regarding this Ordinance on February 12, 2015; and

WHEREAS, the Planning and Zoning Board, as the local planning agency for the Town, held its hearing on the proposed amendments on February 26, 2015 with due public notice and input; and

WHEREAS, the Town Commission shall have conducted a second duly noticed public hearing on this Ordinance as required by law on March 10, 2015.

NOW, THEREFORE, BE IT ORDAINED BY 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 Ordinances of the Town of Surfside, Florida is hereby amended to create Sections 34-2 through 34-8 to read as follows:

Section-34-2. Beach Sand Quality.

It is hereby declared and determined that preserving and enhancing the quality of the Town of Surfside’s beaches is essential to serve and benefit the Town’s residents and visitors. The chemical and physical composition of beach sand must not interfere with the health, safety or welfare of the public.

Section 34-3. Definitions.

Applicant: An individual, corporation or other authorized legal entity filing an application to FDEP for a permit that requires excavation of sand seaward of the Coastal Construction Control Line.

Beach nourishment: The maintenance of a restored beach by the replacement of sand to mitigate erosion, often referred to as “beach renourishment.”

Beach restoration: The placement of sand on an eroded beach for the purposes of restoring it as a recreational beach and providing storm protection for upland properties.

Coastal Construction Control Line: A line established by the Florida Department of Environmental Protection that defines that portion of the beach-dune system which is subject to severe fluctuations based on a 100-year storm surge, storm waves, or other predictable weather conditions, as established pursuant to the provisions of Section 161.053, Florida Statutes.

Construction Debris: The material resulting from the demolition of a structure. Construction debris shall not include such material which has been sorted, cleaned and otherwise processed such that it meets the suitability criteria for armoring materials set forth under FDEP rules.

Contaminants: Any substance or matter that does not meet the criteria as enumerated in the testing protocols pursuant to Sec. 34-4 of the Code of Ordinances.

Dune: A mound, bluff or ridge of loose sediment, usually sand-sized sediment, lying upland of the beach and deposited by any natural or artificial mechanism, which may be bare or covered with vegetation and is subject to fluctuations in configuration and location.

Erosion Control Line: The line which represents the landward extent of the claims of the state in its capacity as sovereign titleholder of the submerged bottoms and shores of the Atlantic Ocean, the Gulf of Mexico, and the bays, lagoons and other tidal reaches thereof on the date of the recording of the survey as authorized by Florida law.

Excavated Sand: Naturally occurring material that is to be removed and placed pursuant to the Coastal Construction Control Line permit through the mechanical or manual removal or alteration of consolidated or unconsolidated soil or rock material from or within the beach and dune system, pursuant to Section 161.053, *Florida Statutes* and Rule 62B-33, F.A.C.

Hardpack: The sand road west of the Erosion Control Line used by public safety and other authorized vehicles, pursuant to Sec. 90-60.1(5) of the Town Code of Ordinances.

Mean High Water: The average height of the high waters over a 19-year period. For shorter periods of observation, “mean high water” means the average height of the high waters after corrections are applied to eliminate known variations and to reduce the result to the equivalent of a mean 19-year value. The mean high water line is the intersection of the tidal plane of mean high water with the shore.

Renourishment Sand: Replacement sand used for beach nourishment or beach restoration.

Sand: Material that maintains the general character and functionality of the material occurring on the beach and in the adjacent dune and coastal system.

Seasonal High-Water Line: The line formed by the intersection of the rising shore and the elevation of 150 percent of the local mean tidal range above local mean high water.

Section 34-4. Testing protocols for the chemical composition of excavated sand seaward of the Coastal Construction Control Line.

Prior to placing excavated sand seaward of the Coastal Construction Control Line, the applicant must comply with testing pursuant to the “Testing Protocols for the chemical composition of excavated sand seaward of the Coastal Construction Control Line,” as listed in Appendix A, and made a part of this Ordinance. These tests may be reassessed for periodic updates and review.

Appendix A

Testing Protocols for the Chemical Composition of Excavated Sand Seaward of the Coastal Construction Control Line

Pursuant to Section 34-4 of the Town Code of Ordinances, prior to placing excavated sand seaward of the Coastal Construction Control Line, the applicant must comply with the following protocols on the chemical composition of the excavated sand:

- A. Provide to the Town proof of a Phase 1 Environmental Site Assessment on applicant’s property and where practicable, applicant’s adjacent property. This must be completed within one year prior to the application, and must be in compliance with applicable American Society of Testing and Materials standards. Applicant may also be required to conduct a Phase 2 Environmental Site Assessment based on results from the applicant’s Phase 1 Environmental Site Assessment. Applicant must conduct lead and asbestos testing through a firm or an individual that is certified for lead inspection and/or abatement in Florida.

B. Applicant must comply with the following tests in (B)(1-5). Data to be expressed in mg/kg or in the relevant unit of measure.

1. Resource Conservation and Recovery Act ("RCRA") 8 metals with extraction by United States Environmental Protection Agency ("USEPA") Method 3050 and analysis by USEPA Method 6010 or 200.7 (i.e., arsenic, barium, cadmium, chromium, lead, mercury, selenium, and silver).
2. Total Recoverable Petroleum Hydrocarbons (TRPH) by Florida Department of Environmental Protection (FDEP) FL-PRO method.
3. Chlorinated hydrocarbon pesticides by USEPA Method 8081, specifically aldrin, chlordane, dieldrin, endrin, heptachlor, and the DDT (dichlorodiphenyltrichloroethane)/DDD (dichlorodiphenyldichloroethane) /DDE (dichlorodiphenyldichloroethylene) group.
4. Polychlorinated biphenyls (PCBs by USEPA Method 8082 (i.e. Aroclors 1016, 1221, 1232, 1242, 1248, 1254, and 1260).

Alternatively, USEPA Method 8270 may be used to capture the analysis in the tests in the #3 and #4 categories. Data to be expressed in mg/kg. However, use of USEPA Method 8270 will involve reporting many more substances than the individual methods specified.

5. The applicant must apply the Synthetic Precipitation Leaching Procedure (SPLP; USEPA Method 1312).

C. Location and Quantity of Samples: The applicant shall propose a sampling plan for excavated sand to be placed seaward of the Coastal Construction Control Line to comply with tests within (B). The applicant must provide adequate documentation to demonstrate that the location and quantity of samples is a fair and reasonable representation of the site. The Town's independent expert or designee must review and approve the sampling plan and find it to be a fair and reasonable representation of the site.

D. Submission of Results: The Town's independent expert will approve the collection methodology and attest the samples were submitted to a certified analytical laboratory for analysis, with appropriate chain of custody documentation.

E. Evaluation of Results: The samples collected from the sampling plan will be compared to the Miami-Dade County DERM Residential Soil Cleanup Target Levels and to the Minimum Variable Unbiased Estimator (MVUE) value, if available, from the November 7, 2004 document entitled "Natural Background Soil Concentrations for the Barrier Islands of Miami-Dade County. The acceptable concentration will be the less restrictive of the two comparisons, with the exception of Arsenic. Arsenic levels shall be consistent with naturally occurring arsenic levels on the barrier island beaches in Miami-Dade County, based on a Minimum Variance Unbiased Estimate (MVUE) of 5.2 mg/kg and the upper tolerance level (95% limit) of 11.3 mg/kg. Any values above these limits are unacceptable unless reviewed and concurred by the Town's independent toxicologist for acceptability.

Appropriate Quality Assurance/Quality Control (QA/QC) procedures must be followed by the firm selected for the sampling, per the applicable FDEP standard protocols FDEP SOP FS 3000 Soil and FDEP SOP FQ 1000 Field Quality Control Requirements.

Section 34-5. Testing protocols for the physical composition of excavated sand seaward of the Coastal Construction Control Line.

Prior to placing excavated sand seaward of the Coastal Construction Control Line, the applicant must satisfy the requirements of “Criteria for Physical Composition of Sand excavated sand seaward of the Coastal Construction Control Line” as listed in Appendix B, and made a part of this Ordinance. These requirements may be reassessed for periodic updates and review.

Appendix B

Criteria for Physical Composition of Sand excavated sand seaward of the Coastal Construction Control Line

- A. The following physical sand characteristic standards are required for excavated sand seaward of the Coastal Construction Control Line placed between the seasonal high water line to the limit of the seaward side of the dune.
1. Munsell value of 7 or greater with a chroma of 3 or lower when wet.
 2. Mean grain size between 0.30 mm and 0.55 mm.
 3. Silt content less than 5% (passing a #230 sieve).
 4. No material greater than 5% retained on #4 sieve.
 5. Sand shall be free of construction debris, toxic material as determined by tests in Section 34-4, and other foreign matter.
- B. The following protocols for sampling and analysis shall be employed:
1. One core boring shall be analyzed for every 3,000 cubic yards of sand to be excavated, as reasonably available to implement on site.
 2. Sediment samples will be extracted from the core borings at irregular intervals based on distinct stratigraphic layers in the sediment sequence. Samples that are representative of the material defined within the area will be extracted and analyzed,
 3. Composite data will represent the average physical characteristics of the material to be placed.
 4. An average of the representative layer, weighted by effective length, will be calculated for each core, producing the core composite. The composites will then be averaged and weighted by effective length to calculate the composite of the entire sand source.
- C. The composite of the source as a whole shall satisfy the aforementioned criteria for material to be deemed eligible for placement along the Town’s beach.

Section 34-6. Charges for consulting services for beach sand quality testing

The cost for compliance with the Town’s beach sand quality requirements shall be incurred by the applicant. Applicant shall pay the cost of the collection of the sand from the Applicant’s site and the submission of the samples for tests to a qualified, licensed, and regulated lab that meets industry standards to test the sand; as well as pay money through cost recovery to pay for the

Town's independent consultants and professionals to evaluate the sand quality testing results from the lab. Charges for consulting services for applicants are established in Section 90-11 of the Town Code of Ordinances, and shall apply to the beach sand quality testing required by Sections 34-4 and 34-5.

Section 34-7. Lack of compliance.

In the event that sand to be excavated seaward of the Coastal Construction Control Line does not meet the Town's standards as described herein, then the applicant may request from FDEP removal and relocation of the non-compliant sand in an approved upland area and must replace it with an equal or greater volume of sand from an FDEP approved sand source, which will be subject to the same testing protocols as set forth herein.

Section 34-8. Exclusions.

Sections 34-2 to 34-7 do not apply to sand for beach nourishment or beach restoration projects authorized by Miami-Dade County, the State of Florida, or federal authorities.

Section 3. Code Amendment. The Code of Ordinances of the Town of Surfside, Florida Section 14-28 "Issuance of building permits" is amended to add paragraph (d) to read as follows:

Section 14-28. Issuance of building permits.

* * *

(d) Applications for building permits that require excavation of sand seaward of the Coastal Construction Control Line must comply with the Beach Sand Quality regulations as described in Sec. 34-2 to 34-8 of the Town Code of Ordinances.

* * *

Section 4. Code Amendment. The Code of Ordinances of the Town of Surfside, Florida Section 90-5 "Compliance with Regulations" is amended to add paragraph (12) to read as follows:

Section 90-5. Compliance with regulations.

* * *

(12) No building that requires a permit to place excavated sand seaward of the Coastal Construction Control Line shall be erected or moved unless applicant has complied with Sections 34-2 to 34-8 and Section 14-28 of the Town Code of Ordinances.

* * *

Section 5. 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 6. 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 7. 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 8. Effective Date. This Ordinance shall be effective upon final adoption on second reading.

PASSED and **ADOPTED** on first reading this ____ day of _____, 2015.

PASSED and **ADOPTED** on second reading this ____ day of _____, 2015.

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, CMC, Town Clerk

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



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 # 4B1
Agenda Date: March 10, 2015
From: Commissioner Marta Olchyk
Subject: Amending Chapter 54 “Prohibited Noises”, specifically Section 54-77
“Waiver of Division Provisions”

Background: I have asked the Town Administration and Town Attorney’s Office to research and review construction schedule activities for the development projects in Town and to provide recommendations to clarify which events and construction activities require a waiver from the Town noise ordinance.

Analysis: At the February 10, 2015 Town Commission meeting, the Town Commission discussed the noise from on-going construction activity and recommended an amendment to the Code to authorize the Town Manager to prescribe reasonable conditions on the construction activities necessary to minimize adverse effects upon the community.

Recommendation: For the Town Commission to approve the Ordinance amending Chapter 54 “Prohibited Noises,” specifically Section 54-77 “Waiver of Division Provisions.”

ORDINANCE NO. 15 - ____

AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 54 “PROHIBITED NOISES”; SPECIFICALLY AMENDING SECTION 54-77 “WAIVER OF DIVISION PROVISIONS”; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission discussed the noise from on-going construction activity and recommended an amendment to the Code to authorize the Town Manager to prescribe reasonable conditions on the construction activities necessary to minimize adverse effects upon the community; and

WHEREAS, the Town Commission held its first public reading on March 10, 2015 and recommended approval of the proposed amendments to the Code of Ordinances having complied with the notice requirements by the Florida Statutes; and

WHEREAS, the Town Commission has conducted a second duly noticed public hearing on these regulations as required by law on April 14, 2015 and further finds the proposed change to the Code necessary and in the best interest of the community.

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

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. 54-77. Waiver of division provisions.

The town manager shall have the right to waive any or all of the requirements of this division in cases of emergency where the welfare of persons or property may be jeopardized by their strict enforcement; or during special events as provided in Sec. 35-1(a); or construction projects that require continuous activity in order to preserve the integrity of the building structure.

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 become effective in ten (10) days after second reading.

PASSED and ADOPTED on First Reading the _____ day of _____, 2015.


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: 5A

Agenda Date: March 10, 2015

Subject: Grant Writing Services

Background: The Town of Surfside issued a Request for Proposal (RFP) on October 28, 2014 for qualified firms to provide grant writing services. There were two firms that responded to the RFP, Angie Brewer & Associates (ABA) and Langton Associates. The Selection Committee reviewed the responses and ABA was chosen as the most responsible and responsive bidder.

The Selection Committee held a telephone conference call with the Senior Project Manager from ABA to discuss the grant application process and their fee structure. ABA proposes a fee structure based on a per assignment/by task completion (lump sum and never a percentage of the grant award) for only the actual work required. The Town only commits to the professional service fees for the grant funding opportunities the Town decides to pursue. Therefore, the value of the grant services received aligns with the amount paid as each grant application and funding program requirements are unique.

Recommendation: It is recommended that the Town Commission adopt the attached Resolution awarding the Grant Writing Services bid to Angie Brewer & Associates and to authorize the Town Manager to enter into an agreement with Angie Brewer & Associates.

Donald Nelson, Finance Director

Guillermo Olmedillo, Town Manager

RESOLUTION NO. 15 - _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AWARDED THE GRANT WRITING BID TO ANGIE BREWER & ASSOCIATES, LC TO PROVIDE GRANT WRITING SERVICES PER THE REQUEST FOR PROPOSAL NO. 2014-009 (THE "RFP NO. 2014-009"); AUTHORIZING THE TOWN MANAGER OR DESIGNEE TO ENTER INTO AN AGREEMENT WITH ANGIE BREWER & ASSOCIATES, LC; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside ("Town") requested proposals from qualified firms to provide grant writing services (Request for Proposal to provide grant writing services issued on October 28, 2014) ("RFP No. 2014-009"); and

WHEREAS, two firms responded to the RFQ No. 2014-009, which have been reviewed by the Selection Committee comprised of the Finance Director, Donald Nelson, the Public Works Executive Assistant, Frantza Duval, Tim Milian, Parks and Recreation Director and Lt. Richard Williams with the Surfside Police Department; and

WHEREAS, after reviewing all proposals submitted to the Town and the recommendation of the Selection Committee, the Town Manager recommends the selection of Angie Brewer & Associates, LC whom was chosen to be the most responsible and responsive bidder and finds its bid to be in the best interest of the Town.

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

Section 1. Recitals Adopted. That each of the above stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval. Town Commission hereby approves Angie Brewer & Associates, LC to provide grant writing services per the Request for Proposal No. 2014-009.

Section 3. Authorization of Town Manager or his designee. The Town Manager or his designee are hereby authorized to enter into an agreement with Angie Brewer & Associates, LC.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2015.

Motion by _____,

Second by _____.

FINAL VOTE ON ADOPTION

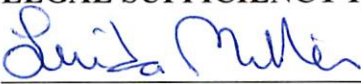
Commissioner Barry Cohen	_____
Commissioner Michael Karukin	_____
Commissioner Marta Olchyk	_____
Vice Mayor Eli Tourgeman	_____
Mayor Daniel Dietch	_____

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



**Town of Surfside
Town Commission Meeting
March 10, 2015
7:00 pm**

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

Agenda #: 9A
Date: March 10, 2015
From: Daniel Dietch, Mayor
Subject: Sustainability Committee

Objective: To move forward with establishing a Sustainability Committee to identify and champion a range of sustainability opportunities and make recommendations to the Town Commission for implementation.

Consideration: Surfside has been a leader in developing a wide range of sustainability initiatives that focus on mitigation, adaptation and resiliency related to the impacts of climate change as well as programs that demonstrate a culture of environmental stewardship. Such activities are fundamental to promoting and maintaining a well-informed and capable community. Much of our work has been loosely connected and could benefit from a more comprehensive vision and strategy that could be managed through an engaged committee. This is evidenced by the recent work of the Sand Project Community Monitoring Committee as well as relationships that have been developed with organizations such as the CLEO Institute, Surfrider Foundation, and the Youth Environmental Alliance and many others to promote sustainability.

At the February 10, 2015 meeting, the Commission directed the Town Manager to create a draft Charter for the Sustainability Committee to move forward with the formation of the Committee's framework. The Commission suggested that this Committee will be composed of Surfside residents. Town staff seeks direction and input on this Charter from the Commission.

All Committees shall have a mission statement developed by the Town Commission. There are two types of Committees that may be established by resolution of the Town Commission: Continuing Committees and Ad hoc Committees. Continuing Committees exist until abolished by the Commission. Alternatively, Ad hoc Committees shall expire when the Ad hoc Committee reports to the Commission that it's designated goal or goals have been accomplished.

Sustainability Committee Charter

The following draft Sustainability Committee Charter establishes the framework to constitute and convene a Continuing Committee under the administrative leadership of the Town Manager.

Purpose: The purpose of the Surfside Sustainability Committee is to strengthen the resiliency of our community, improve resources, prevent harm to the natural environment, protect human health and benefit the social, economic and environmental wellbeing of the community for present and future generations. The Town of Surfside has been a leader in developing a wide range of sustainability initiatives, and the Sustainability Committee will foster a more comprehensive vision and strategy of environmental stewardship policies and procedures.

Membership: The Committee will be composed of five members who are registered qualified electors of Miami-Dade County whose legal residence is in the Town of Surfside. The Mayor will appoint one member and each Commissioner will appoint one member. The Committee must be composed of two members who live in single-family homes in the residential district, two members from multi-family homes (condos/apartments), and one member from the Surfside business district. The Commission shall designate one member of the Commission to serve as liaison between the Committee and the Town Commission.

Goals: The goals of the Committee shall include, but not limited to the following:

1. Adapting and mitigating to sea level rise and climate change
2. Stewardship of the beach for the residents, visitors and future generations
3. Expanding opportunities for renewable and sustainable energy sources and reducing the Town's carbon footprint
4. Promoting green and sustainable building, construction and operations
5. Protecting environmental and public health
6. Protecting, restoring and creating green spaces
7. Promoting water sustainability through water conservation programs and education
8. Improving alternative transportation and mobility
9. Reducing waste and increasing reuse and recycling
10. Reducing pollution in water, air and soil
11. Increased environmental awareness and stewardship of our treasured ecosystems

Organization: The Committee will meet once a month. In addition to appointed members, the Committee will include participation and presentations from experts and representatives from agencies, non-profits, educational institutions, municipalities and others. The Committee meetings will be open to members of the public. The Committee will comply with all applicable provisions of law on the Florida Sunshine Law, public hearings, public notice and all applicable code of ethics and conflict of interest laws.

Tasks: The Committee will:

1. Draft a Town Sustainability Plan with goals and objectives.
2. Evaluate progress toward meeting these goals through measurable benchmarks of success.
3. Receive and evaluate input on experts on a variety of issues to formulate recommendations.

Duration: This Committee may either be a Continuing Committee or an Ad hoc Committee. If it is a Continuing Committee, it will exist until abolished by the Town Commission. The expiration date for an Ad-hoc Committee shall be designated at the time of formation. If it is an Ad hoc committee, it will expire when it reports to the Commission that it's designated goal or goals have been accomplished. The terms of appointment will be coterminous with the terms of the Town Commission which will expire at the March 2016 election. As sustainability is a long term initiative, it is suggested to establish a Continuing Committee.



TOWN OF SURFSIDE
MUNICIPAL BUILDING
9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154-3009
Telephone (305) 993-1065

Agenda Item: # 9B

Date: March 10, 2015

From: Commissioner Michael Karukin

Subject: Next Step for Review of the Town Charter

As a follow-up to the discussion at the January 13, 2015 Town Commission meeting, I requested the Town Attorney to prepare an update for the March Agenda on the next phase of the Charter Review process. The following information was provided:

Background: The existing Town of Surfside Charter was adopted by Chapter 27914, Special Laws of Florida, Acts of 1951. The Surfside Charter was drafted under the provisions of the State Constitution of 1885 which provided that Florida municipalities had only the powers listed in their own Charters. In 1968, the Florida Constitution was amended to completely change the basis of power for municipalities in Florida by granting “home rule power” to cities/towns. Under Home Rule, municipalities now have all powers of local self-government, unless otherwise preempted by State law. The result is that a large majority of municipal charters, including the Town of Surfside’s Charter, have become out of date. Florida Statutes § 166.021 requires voter approval to amend certain Charter sections and allows repeal/conversion into ordinances of those sections which do not require voter approval.

On November 6, 2012, the Town of Surfside voters approved an amendment to the Town’s Charter providing for mandatory review of the Town Charter every ten years. Charter Section 128 was thus created, authorizing the Town Commission to appoint a five member Charter Review Board to examine the Town’s Charter for suggested revisions. The Charter further provides that “... upon completion of their work and written recommendations to the Commission, the Town Commission shall consider said recommendations at the next regularly scheduled Commission meeting. ...”

On October 8, 2013, the Town Commission adopted Resolution No. 13-2196 establishing the Charter Review Board (“CRB”). Former Vice-Mayor (current Commissioner) Michael Karukin served as Town Commission Liaison to the CRB. The Town Commission appointed Lou Cohen (selected by CRB members as Chair), Marc Imberman (selected by CRB members as Vice-Chair), Anthony Blate, Terry Cohen and Marty Oppenheimer. The CRB members’ terms of appointment were coterminous with the terms of the Town Commission which expired at the March, 2014 election. The CRB presented its Final Report at the March 11, 2014 Town Commission meeting.

Given the limited amount of time for Charter Review, the CRB considered only election related issues (“Phase I”) which could only be amended by public vote. On the November 4, 2014 Election Ballot, the Surfside electorate were presented with seven (7) Charter amendments: Qualifications for Office; Vacancy on Commission; Vacancy in Candidacy; Canvassing Board; Qualifying for Elected Office; Establishing Elected Officials’ Staggered Terms and Increasing Town Commissioners’ Terms from Two Years to Four Years; and Runoff Election. All ballot questions were approved by the electors except: Qualifications for Office and Establishing Elected Officials’ Staggered Terms and Increasing Town Commissioners’ Terms from Two Years to Four Years. The Town Charter amendments approved by the electorate on the November 4, 2014 ballot complied with the current Florida Constitution of 1968 and the 1973 Municipal Home Rule Powers Act. Per Florida Statutes, referendum approval was required for all of the proposed Phase I Charter amendments.

Recommendation: As the former Town Commission Liaison to the Charter Review Board, I recommend the following:

The Town has already complied with the obligations of Charter Section 128 and accomplished mandatory review of the Town Charter which is required every ten years. The Town Commission appointed a five member Charter Review Board to examine the Town’s Charter for suggested revisions and amendments to the Charter. Ballot questions were prepared and the voters approved five amendments to the Town Charter.

Next step for Charter Review: The Town Attorney has contacted Municipal Code Corporation (“Municode”) to conduct a legal review of the entire sections of the Charter. The review will clarify and determine what sections (and in some cases various portions thereof) could be amended only by referendum or whether under Florida Statutes § 166.021, the Charter sections have been repealed or may be turned into ordinances. Municode has provided a quote of \$2,500 to conduct this legal review, which will result in a Legal Memorandum and include recommendations for curing conflicts and deleting obsolete provisions in the Charter. The timeframe for the legal review of the Charter and preparation of the Legal Memorandum is approximately 60-90 days. The Town Attorney will then present the Legal Memorandum to the Town Commission for further determination of the next step for Charter Review.



**Town of Surfside
Commission Communication**

Agenda Item # 9C

Agenda Date: March 10, 2015

Subject: Post Office Parking Lot Parking Structure Update ~ Action Plan (Attachment A).

Background: This update follows the Town Commission direction to explore a partnership with the private property owner of the “Post Office Building”, and the United States Post Office, to construct a parking structure on the southwest corner of 95th Street and Collins Avenue. The objective is to maximize the amount of additional public parking spaces and retain a Post Office while working within the constraints of the Town’s existing FAR requirements and the zoning parameters for the structure.

The information provided in this report is based upon renderings for the proposed parking structure facility provided by resident George Kousoulas. The preliminary development and operating assumptions have been prepared by Lambert Advisory and the Town Administration. It includes assumptions based on industry standards and best practices. The numeric values are considered to be conservative estimates and are based on current conditions.

The Town Administration and its consultant are committed to moving the entire process forward as expeditiously as possible. However the entire process is contingent on factors beyond the control of the Town such as the negotiations with the existing private property owner and the Post Office. Also, if the renderings provided by George Kousoulas are not sufficient to move the process forward, the Town will need to contract with one of the RFPs received from the Town’s approved Architectural Firms. This will cause a delay in the process by a minimum of a month and will have an additional minimum cost not outlined in this report of \$12,000.

Analysis:

In preliminary discussions with the Post Office, the following are their requirements for a new facility:

Gross SF: 8,078
Net Interior SF: 7,195
Platform: 415

Service Lobby: 1,759
Post Office Box Lobby: 953
Mail Processing: 199
Delivery: 2,448
Other: 709

39 Employee parking spaces (presently the Post Office has a lease with the Town for 10 spaces at the facility and 27 spaces at the 94th Street Parking Lot)
24 Dedicated customer parking spaces (Town code requires 27 spaces for 8,000 sq. ft. of commercial space)

Any contract with the private property owner must include a role for the Town in the negotiations with the Post Office to ensure that the Town's interest in retaining the facility is addressed. Negotiations with the Post Office must also include a plan for a temporary facility to be in operation during the demolition and construction phase of the parking structure. Any Town related costs associated with this temporary facility are yet to be determined. As this project includes the cost to construct a new Post Office facility, the Post Office will be requested to increase their standard five year lease commitment to ten years or longer. This proposal is not a guaranteed condition and requires the Post Office's agreement.

The parking structure would provide for the following:

- 360 parking spaces total (based on George Kousoulas' renderings)
- 63 Post Office employees and customers
- 61 Post Office Lot existing number of spaces
- 180 net gain of parking spaces

A key component on realizing the construction of this parking structure remains in the negotiations with the private property owner. He has repeatedly stated that he is not interested in selling his property to the Town. He has also stated that he is interested in a long term partnership and the ability to retain all of the revenue from the lease with the Post Office. The Town Administration recommends that, given the Town's funding commitment, his property should revert to the Town after twenty (20) years; this may become a major deal point in reaching an agreement with him.

The following are the estimated values and revenue created for the private property owner by this development:

- \$1,310,000 is the value assigned to the "Post Office Building" by appraiser retained by Lambert Advisory in November 2014. If the Post Office does not renew their existing lease with the private property owner, the existing building has limited potential due to its present zoning for Government use only. Any amendment for another use would be subject to the Town's parking requirements. The Post Office renewal of their lease ending May 2015 is contingent on the Town providing 10 parking spaces at the site and 27 parking spaces at the 94th Street Parking Lot.

- \$3,500,000 is the estimated value created for the private property owner by the Town entering into a partnership for the construction of the parking structure (based on a 20 year agreement) A 40 year agreement increases the value to approximately \$4,600,000. As noted the private property owner has indicated that any agreement is contingent on his retention of the entire revenue from leasing the 8100 sq. ft. space to the Post Office or another tenant if negotiations with the Post Office fail: \$35 per sq. ft. triple net rent equates to approximately \$300,000 at Year Three (see below Operating Deficit).

Budget Impact:

Expended/Committed To Date:

- \$18,500 for Phase I agreement with Lambert Advisory (including appraisal of private property component)
- \$15,000 for Phase II agreement with Lambert Advisory

Additional Estimated Process Costs

- **\$50,000:**
Given the aggressive timeline, and for the sake of expediency, the Town will need to expend approximately \$50,000 to address the items listed below. A Resolution, to not exceed expending \$50,000 from the Parking Fund, will be provided to the Town Commission at the April 14, 2015 meeting. These expenses are necessary requirements to ensure the process accomplishes its mission and will only be expended at the point of necessity. If the process does not move forward, due to any factor or Town Commission direction, only costs incurred at that juncture will be expended.
 - The initial review of the structure design will consist of Planning, Engineering, Landscape Architecture and Traffic Engineering. This cost will be approximately \$6,000 and will include the review, the preparation of the comments and meeting with the architect to discuss the comments.
 - Any subsequent submittals on the same plan will be approximately \$2,500.
 - The fee for DIC, P&Z and Town Commission (plan review, resolution prep, etc.) is \$3,000
 - Land Use Plan Amendment is \$25,000 (\$10,000 traffic analysis and \$15,000 planning processing).
 - Rezoning \$8,000.
 - RFP advertising costs approximately \$2,500.
 - Contingency \$3,000.

Parking Structure Cost Estimates:

- \$1,800,000 is the approximate cost to Town on the issuance of a loan to construct the parking structure (this fee is based on the projected construction costs).
- \$14,700,000 is the approximate estimate of construction (\$38,000 per parking space with 360 parking spaces equates to \$13,680,000) to be financed via a loan. The loan assumptions: 100% financing at 7%. This includes the build out of Post Office's 8100 sq. ft. at \$125 per sq. ft.

(\$1,012,500) that includes an enhanced exterior façade and landscaping given the importance of the location, as well as likely logistical requirements of the Post Office's parking spaces. The Town will be liable for the entire construction loan unless an alternative funding source or equity contribution from the private property owner is negotiated.

- -\$577,000 is the annual operating deficit on Year Three of running the parking structure at full capacity. This is based on annual net cash flow revenue less debt service and includes the cost of operating the structure. The deficit should diminish slowly over time as parking and the Post Office space revenues increase annually. The revenue is based on a 15% increase on the estimated rate of \$3.93 per parking space per day as identified in the Town's Parking Study. The Post Office space revenue will remain with the private property owner pending any other outcome yet to be negotiated.

Staff Impact: The various Staff members involved are identified in the timeline of the Action Plan attached to this report (Attachment A).

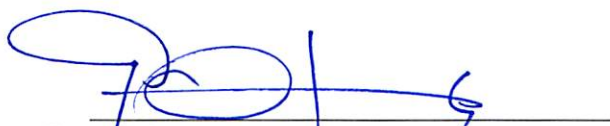
Recommendation: The Town Administration is seeking direction from the Town Commission to advance the Action Plan as presented. Once approved to proceed, all of the elements identified will be explored and the accompanying costs will be expended.

Coordination with the pending Shul expansion project will be an ongoing element of the process and may impact the proposed timeline.

Updates to the Town Commission will be provided at every milestone and will be included in the monthly Town Commission meeting agenda packets.



TEDACS Director



Town Manager

ID	Task Mode	Task Name	Duration	Start	Finish	Resource Names	1st Quarter Jan Feb Mar Apr May Jun Jul	2nd Quarter Aug Sep Oct Nov Dec	3rd Quarter Jan Feb Mar Apr May Jun Jul	4th Quarter Aug Sep Oct Nov Dec	1st Quarter Jan Feb Mar Apr May Jun Jul	2nd Quarter Aug Sep Oct Nov Dec	3rd Quarter Jan Feb Mar Apr May Jun Jul	4th Quarter Aug Sep Oct Nov Dec
1	🔍	TC Provided Direction to TM to Proceed with PO Lot Option: Parking and PO Only	1 day	Tue 1/13/15	Tue 1/13/15	Town Commission/Town Manager								
2	🔍	Recap / Proposal (received) / Phase II RFPs (Received)	1 day	Fri 1/30/15	Fri 1/30/15	Lambert Advisory								
3	🔍	Estimated Planning Costs (Received)	1 day	Fri 1/30/15	Fri 1/30/15	Town Approved Architectural Firms								
4	🔍	Update Memo Provided/TC Decision to Move Forward with Lambert Advisory on Phase II and to work with Resident George Kousoulas on Renderings	1 day	Fri 1/30/15	Fri 1/30/15	Planning & Building Dept.								
5	🔍		1 day	Tue 2/10/15	Tue 2/10/15	Town Commission/Town Manager								
6	🔍	Proposal for Task II Revised & Signed	1 day	Fri 2/20/15	Fri 2/20/15	Lambert Advisory								
7	🔍	Received GK Proposal/Signed	1 day	Fri 2/27/15	Fri 2/27/15	George Kousoulas								
8	🔍	Meeting with Property Owner on TC Decision and Review of Renderings*	5 days	Mon 3/2/15	Fri 3/6/15	Lambert Advisory								
9	🔍	Renderings Due*	5 days	Mon 3/2/15	Fri 3/6/15	George Kousoulas								
10	🔍	TC Decision on Action Plan 3/10 & GK	1 day	Tue 3/10/15	Tue 3/10/15	Town Commission/Town Manager								
11	🔍	Meeting with Property Owner to Confirm Timeline and Renderings /Address Process with PO	13 days	Wed 3/11/15	Fri 3/27/15	Lambert Advisory								
12	🔍	Notify firms of Town's Decision Not to Move Forward on these Proposals	1 day	Wed 3/11/15	Wed 3/11/15	Town Approved Architectural Firms								
13	🔍	Negotiate Contract with Property Owner & Confirm PO Commitments (April - June)	65 days	Wed 4/1/15	Tue 6/30/15	Lambert Advisory								
14	🔍	Negotiate Contract with Property Owner & Confirm PO Commitments / Complete Design-Build RFP (April - June)	65 days	Wed 4/1/15	Tue 6/30/15	Town Attorney								
15	🔍	Land Use Changes (April - December)	197 days	Wed 4/1/15	Thu 12/31/15	Planning & Building Dept.								
16	🔍	Completed Contract with Property Owner / PO Agreement to TC	1 day	Thu 7/9/15	Thu 7/9/15	Lambert Advisory								
17	🔍	Completed Design-Build RFP to TC	1 day	Thu 7/9/15	Thu 7/9/15	Planning & Building Dept.								
18	🔍	Completed Design-Build RFP to TC	1 day	Thu 7/9/15	Thu 7/9/15	Finance Department								
19	🔍	Completed Contract with Property Owner/PO Agreement/Design-Build RFP to TC	1 day	Thu 7/9/15	Thu 7/9/15	Town Attorney								
20	🔍	Completed Design-Build RFP to TC	1 day	Thu 7/9/15	Thu 7/9/15	Town Clerk								
21	🔍	Ratification of Contract with Property Owner / PO Agreement / Design-Build RFP	1 day	Thu 7/9/15	Thu 7/9/15	Town Commission/Town Manager								

Project: DT Parking Garage MP Sc
Date: Mon 3/2/15

Task: Split Milestone Summary

Project Summary: External Tasks External Milestone Inactive Task

Inactive Milestone Inactive Summary Manual Task Duration-only

Manual Summary Rollup: Manual Summary Start-only Finish-only

Deadline Progress

Page 1

ID	Task Mode	Task Name	Duration	Start	Finish	Resource Names	1st Quarter Jan Feb Mar Apr May Jun Jul	2nd Quarter Apr May Jun Jul Aug Sep Oct	3rd Quarter Jul Aug Sep Oct Nov Dec	4th Quarter Oct Nov Dec Jan Feb Mar Apr May Jun Jul	1st Quarter Jan Feb Mar Apr May Jun Jul	2nd Quarter Apr May Jun Jul Aug Sep Oct	3rd Quarter Jul Aug Sep Oct Nov Dec	4th Quarter Oct Nov Dec Jan Feb Mar Apr May Jun Jul
22		Issuance of RFP (60 Day Response)	56 days	Wed 7/15/15	Wed 9/30/15	Town Clerk								
23		RFP Selection Committee Meets	1 day	Thu 10/15/15	Thu 10/15/15	Planning & Building D								
24		RFP Selection Committee Meets/Investigation of Finance Options	1 day	Thu 10/15/15	Thu 10/15/15	Finance Department								
25		RFP Selection Committee Meets	1 day	Thu 10/15/15	Thu 10/15/15	Town Clerk								
26		TC Awards Design/Build Contract & Approves Financing	1 day	Tue 11/10/15	Tue 11/10/15	Town Commission/Town								
27		Site Plan Review/Approval Process	86 days	Mon 11/2/15	Mon 2/29/16	Planning & Building D								
28		Town Secures Financing	86 days	Mon 11/2/15	Mon 2/29/16	Finance Department								
29		Construction of Structure (Minimum 9 Months)	198 days	Mon 4/4/16	Wed 1/4/17	Approved Design Build Firm								

Task Project Summary Inactive Milestone Manual Summary Rollup Deadline
Split External Tasks Inactive Summary Manual Summary Progress
Milestone External Milestone Manual Task Start-only Finish-only
Summary Inactive Task Duration-only



Memorandum

To: Town Commission

From: Duncan Tavares, TEDACS Director

Date: 3/4/2015

Re: Confirming Town Commission availability for a Joint Meeting of the Town Commission and Tourist Board

A Joint Meeting of the Town Commission and Tourist Board to address proposed changes to the Resort Tax Ordinance, as well as Tourist Board policies, procedures, ethics, governance, etc, is set for Monday May 4, 2015 at 7pm.



TOWN OF SURFSIDE COMMISSION COMMUNICATION

Agenda # 9E
Agenda Date: March 10, 2015
From: Vice Mayor Eli Tourgeman
Subject: Flavored Tobacco and Electronic Cigarettes

At the February 10, 2015 Town Commission meeting, representatives from the Tobacco Free Workgroup and Students Working Against Tobacco (SWAT) presented on the dangers of flavored tobacco marketed to children. They requested the Town pass an ordinance or resolution to ban the sale of flavored tobacco in the Town. I was supportive of the Town looking into possibilities of regulating flavored tobacco and additionally requested the Town consider the impact of e-cigarettes. As a result, the Town Commission requested the Town Attorney's Office to provide information on flavored tobacco and e-cigarettes, which can be found in the analysis below.

Analysis: There are current federal, state and county regulations that govern flavored tobacco and e-cigarettes but there is opportunity for the Town's further participation and leadership on the subject.

Flavored Tobacco

Flavored tobacco products are defined as loose tobacco including snuff flour, plug and twist tobacco, fine cuts, chewing tobacco, snus, shisha tobacco, smoking or snuffing products, and all other kinds and forms of tobacco. Flavored tobacco have serious health risks and are not considered safe by the U.S. Food and Drug Administration (FDA). They have become increasingly common in the U.S. and contain flavors like vanilla, orange, chocolate, cherry and coffee. They are widely considered to be "starter" products, establishing smoking habits that can lead to a lifetime of addiction.

The federal Family Smoking Prevention and Tobacco Control Act of 2009 gives the FDA the authority to regulate tobacco. The Family Smoking Prevention and Tobacco Control Act prohibits flavored cigarettes but does not prohibit flavored non-cigarette tobacco products. The law expressly provides that state and local governments may promulgate regulations for tobacco products that are in addition to or more stringent than federal rules. It states:

"Nothing in this subchapter shall be construed to limit the authority of a ...political subdivision of the State... to enact, adopt, promulgate, and enforce any law, rule, regulation, or other measure with respect to tobacco products that is in

addition to, or more stringent than, requirements established under this subchapter including a law, rule, regulation, or other measure relating to or prohibiting the sale, distribution, possession, exposure to, access to, advertising and promotion of, or use of tobacco products by individuals of any age.” Family Smoking Prevention and Tobacco Control Act of 2009 , 21 U.S.C.A. § 387p.¹

The authority of state and local governments to restrict the sale of these products has been upheld in federal court. U.S. Smokeless Tobacco Mfg. Co., et al. v. City of New York, 703 F.Supp.2d 329, 332+, S.D.N.Y. 2012. (Upheld New York City Ordinance that prohibited sale of flavored tobacco product except in tobacco bar).

Florida statutes which prohibit tobacco sales and possession of tobacco by minors apply to flavored tobacco products. In Florida, the Division of Alcoholic Beverage and Tobacco within the Department of Business and Professional Regulation enforces tobacco product regulation provisions in ch. 569, *Florida Statutes*. Section 569.101, *Florida Statutes* prohibits the sale, delivery, bartering, furnishing or giving of tobacco to persons under the age of 18. A violation of this prohibition is a second degree misdemeanor. Section 569.11, *Florida Statutes* prohibits persons under the age of 18 from possessing, directly or indirectly, any tobacco products. Florida section 569.101, *Florida Statutes*, prohibits the sale or giving of tobacco products to persons under 18 years of age.

In 2014, Miami-Dade County passed “Merchandising of Tobacco Products, Flavored Tobacco Products, and Electronic Cigarettes and other Nicotine Dispensing devices”, Section 8A-8. It prevents the sale of flavored tobacco products by persons under the age of 18 by regulating the placement of the products by prohibiting self-service merchandising or any other means of vendor assisted sales. Section 8A-8.3. Enforcement of these provisions is the responsibility of Miami-Dade County. Section 8a-8.4. An earlier draft of the ordinance prohibited the sale of flavored tobacco throughout the county with a civil penalty of \$500, however this draft did not pass.

Many municipalities throughout Florida have passed resolutions urging tobacco retailers to stop the sale and marketing of flavored tobacco products where youth have access to their products, including the West Palm Beach, Fort Lauderdale, Miami Gardens and Opa-locka. Other municipalities throughout the United States have taken additional steps. For example, the City of Chicago prohibits the sale of flavored tobacco within 500 feet of a school.

¹ However, there is an exception to the preservation of state’s authority. “No...political subdivision may enact requires relating to “tobacco product standards, premarket review, adulteration, misbranding, labeling, registration, good manufacturing standards, or modified risk tobacco products. Section 387p(a)(2)(A).

Electronic Cigarettes

Electronic cigarettes, also known as e-cigarettes, are electronic products that allow users to inhale vaporized nicotine, flavor, and other chemicals, without fire, smoke, ash, or carbon dioxide. E-cigarettes and other nicotine dispensing devices are manufactured to resemble cigarettes, cigars or pipes, pens and Universal Serial Bus (USB) memory sticks. Sales of e-cigarettes have grown rapidly in the United States, and after doubling every year since 2008, sales in 2013 accelerated even faster and were projected to reach \$1.7 billion. Consumers are led to believe that e-cigarettes are a safe alternative to traditional cigarettes, despite the fact that most e-cigarettes contain nicotine and have the potential to be addictive. According to the U.S. Centers for Disease Control and Prevention, 1.8 million middle and high school students have said that they have tried e-cigarettes in 2012, which is double the amount for the previous year.

E-cigarettes are a relatively new device and the law surrounding their regulation is still being refined. In a recent federal case, the Court held that e-cigarettes and other products made or derived from tobacco should be regulated as “tobacco products” and not regulated as drugs/devices unless they are marketed for therapeutic purposes. *Sottera, Inc. v. FDA*, 627 F.3d 891 (D.C. Cir. 2010). The National Association of Attorneys General issued a letter to the commissioner of the FDA urging the FDA immediately regulate the sale and advertising of e-cigarettes.

Federal regulations are currently in development for e-cigarettes. The FDA is soliciting comments in conjunction with public workshops to gather scientific information about e-cigarettes, due on April 15, 2015. The focus is on product science, product packaging, constituent labeling and environmental impacts.²

In 2014, the State of Florida prohibited the sale to or use of e-cigarettes by minors. Sec. 877.112, *Florida Statutes*. In addition, businesses which sell e-cigarettes must post a sign that clearly and conspicuously states “The sale of nicotine products or nicotine dispensing devices to persons under the age of 18 is against Florida law. Proof of age is required for purchase.” Sec. 877.112(10), *Florida Statutes*. The law also prohibits sale of these products through self-service merchandising. Sec. 877.112(11), *Florida Statutes*. Interestingly, the House version of the bill would have included a section to preempt municipalities from regulating the sale e-cigarettes, but this amendment was left out of the enrolled text of the legislation. Thus, municipalities are not preempted from promulgating further regulation on the subject.

Miami-Dade County prohibits the placement of electronic cigarettes and other nicotine dispensing devices in self-service open displays accessible to minors, and also prohibits the sale of e-cigarettes to minors. Sec. 8A-8, Sec. 8CC-10. The law provides a schedule of civil penalties for infractions. In incorporated areas of Miami-Dade, such as the Town of Surfside, enforcement is the responsibility of the municipality. 21-13.1 and 21-13.2, Miami Dade County. Miami-Dade County also passed a resolution which prohibits the use of electronic cigarettes and other

² <http://www.regulations.gov/#!documentDetail;D=FDA-2014-N-1936-0001>

nicotine dispensing devices in county owned or operated enclosed indoor workplaces. R-145-14, Miami Dade Board of County Commissioners.

Several municipalities have passed similar ordinances, including the City of Green Cove Springs, the City of Sebastian, the City of Vero Beach, the City of Stuart, and the Town of Orange Park. The University of Florida, Florida State University, the Seminole County School District, and the Bay County School Board, among others, have enacted policies banning the use of e-cigarettes on their campuses and properties.



Town of Surfside Commission Communication

Agenda Item # 9F

Agenda Date: February 27, 2015

Subject: Community Rating Systems (CRS) Program for Public Information (PPI)

Background: The Town of Surfside has developed an outreach program over the past year to educate the community concerning matters pertaining to floodplain management and to highlight the importance of flood mitigation to the community. This outreach has included participation with Miami-Dade County and input from volunteers and community stakeholders. With the implementation of the 2013 CRS Coordinator's Manual, the Town of Surfside determined the importance of developing its own Program for Public Information.

Analysis: The Committee for the Program for Public Information along with Town consultants CRS Max developed an action plan that will bring all pertinent flood hazard and flood insurance information to the public. This program seeks to inform both general audiences and target audiences alike with the goal of disseminating this information to the greatest number of people. This program also seeks to maximize the number of points that can be obtained for the Town's application to the Insurance Services Office (ISO) under the Community Rating Systems (CRS) evaluation grading scale for this activity.


Budget Impact: The Program for Public Information (PPI) has no budget impact.

Staff Impact: The Building Department is the repository of records required for the Town's Floodplain Management Program under the position of Building Official who serves as the Town's Certified Flood Manager therefore the staff impact is, at present, accounted for.

Recommendation: Staff recommends acceptance of the Program for Public Information (PPI) in support of the Town's application to the Insurance Services Office (ISO) for inclusion into the Community Rating System's (CRS) flood insurance discount program.



Department Head



Town Manager

Town of Surfside, Florida
Program for Public Information (PPI)
March 2015

Background

The Town of Surfside has developed an outreach program over the past year to educate the community concerning matters pertaining to floodplain management and to highlight the importance of flood mitigation to the community. This outreach has included participation with Miami-Dade County and input from volunteers and community stakeholders. With the implementation of the *2013 CRS Coordinator's Manual*, the Town of Surfside determined the importance of developing its own Program for Public Information.

After having been relegated to a Class 10 in the CRS Program, the Town of Surfside has performed all of the requirements to comply with the National Flood Insurance Program (NFIP) and is becoming qualified again for the Community Rating System (CRS) Program. CRS is a component of the NFIP, which provides reductions to flood insurance premiums for residents and businesses within participating communities. The reductions are based on community floodplain management programs, including public information activities. To keep those discounts, communities must continue to implement their programs and provide status reports to the NFIP each year. This year the Town has prioritized the dissemination of flood-related information to its residents and businesses.

The Town of Surfside has emphasized not only the life and property protection components of floodplain management but also the natural and beneficial functions of floodplains and the maintenance of open space. Furthermore, it continues active compliance with the MS4 program (Municipal Separate Storm Sewer Systems). The MS4 program is part of the US Environmental Protection Agency's efforts to reduce pollution caused by untreated stormwater runoff.

The Town is pleased that its efforts to disseminate flood hazard information are not only beneficial to the Surfside community through mitigation of the hazardous effects of flooding, but are also beneficial in maximizing credit in the CRS program by conforming to the PPI standard outlined in the *2013 CRS Coordinator's Manual*.

PPI Committee

The Program for Public Information Committee is comprised of both key staff members from pertinent departments as well as community stakeholders representing pertinent professions and constituents in the Town. Since this was a group that included busy professionals and leaders of the community, the meeting times were chosen to maximize participation. Participation was very strong at both meetings, which were held at the Town Manager's Conference Room at Town Hall.

The PPI Committee members included three stakeholders and three Town staff members.

PPI Committee - Town of Surfside Stakeholders:

James Corpora, representing the **developers** in the Town of Surfside. Mr. Corpora is (Name of position) of (Name of company).

Ruben Coto, representing the **insurance** profession in the Town of Surfside. Mr. Coto is **President** of R. Coto and Associates, Inc. He is also Vice President of Surfside Business Association.

Eli Tourgeman, representing the **business** professions in the Town of Surfside. Mr. Tourgeman is **President** of Surfside Business Association and **Chairman** of Downtown Vision Advisory Committee.

PPI Committee - Town of Surfside Staff:

Joe Damien, representing (Name of function in Town). Mr. Damien serves as (Name of position) of (Name of department).

Joe Kroll representing **public works**. Mr. Kroll serves as the Town's Director of Public Works.

Ross Prieto, representing **floodplain management, planning and building**. Mr. Prieto serves as both the Town's Building Official and the CRS Coordinator.

CRS Max Consultants, Inc. served as facilitator in the development of the PPI.

Assessment of Public Information Needs

The Committee's first meeting was held on January 13, 2014. PPI Committee Chair, Ross Prieto, opened the meeting by thanking the members for their participation in this important effort and by explaining the value of the Community Rating System to the Town of Surfside. The facilitator, CRS Max Consultants, followed with a brief introduction to the National Flood Insurance Program (NFIP) in general and the Program for Public Information in particular. The Committee began by describing some of the outreach projects currently undertaken by the Town and beginning to assess the community's public information needs. Perhaps the cornerstone of the Town's outreach has been its monthly newsletter, *Surfside Gazette*, which is distributed to all addresses in the community. The February and March 2015 newsletters were written so as to encompass all the topics earning credit under CRS guidelines and all the notifications of services offered. Stakeholder Eli Tourgeman pointed out the particular value of utilization of the *Gazette*. The fact that the *Surfside Gazette* is published every month enables the Town to emphasize flood related materials often.

Among the additional outreach projects the Town has used are the following:

- Brochures printed by the Town, including *Flood Insurance Information*
- Brochures printed by other agencies and stakeholders

- Letters and enclosures to Repetitive Loss Area addresses
- Website
- Email blasts

The second meeting of the PPI Committee was held on February 20, 2015. After a brief recap of the items previously discussed, the committee got to work on the remaining tasks incumbent upon the development of a PPI. The Town has chosen not to apply for credit under Activity 370, Flood Insurance Promotion, at this time. Accordingly, the exercises and maps for this item are not herein included. However the Committee did perform a brief evaluation of the flood insurance coverage in the town. Given the fact that Surfside is a small community, it is very well covered, as seen by the fact that there are 2,591 policies in effect. Interestingly, over half of these policies are located outside the Special Flood Hazard Areas.

Discussion ensued on what areas of the town are particularly vulnerable to flooding. It was noted that there are only three repetitive loss properties with accompanying areas for each. Public Works Director Joe Kroll pointed out that the shops between 95th and 96th Streets are subject to flooding, a situation that is being addressed by a regional effort to enhance stormwater infrastructure. The business area in its totality was deemed to be an appropriate target area.

Target Areas:

1. Target audience #1: Business Area: The targeting of the businesses strip that runs along the Town's major corridors was determined to be an appropriate target area.
2. Target audience #2: Residents and businesses within the Repetitive Loss Areas: Any area that has been subject to repetitive losses from flooding, as defined by the NFIP, needs to be especially targeted for public information. A special outreach project, entailing an advisement to the property owners in these areas in the Town will be undertaken at least on an annual basis. The information specified in the *2013 CRS Coordinator's Manual* will be included.
3. Target audience #3: Viscaya Island Condo Association The Viscaya Island Condo Association is located in an area that is unique in its stormwater drainage system. Accordingly it needs to be addressed separately from the rest of the Town.

Target Audiences:

The Committee recognized one additional target audience, other than those characterized by target areas, that needs flood hazard and flood protection information.

4. Target audience #4: Condominium associations: Because condominium associations typically concern themselves with matters vital to their respective communities, this was determined to be an appropriate target audience.

Discussion ensued on the importance of utilizing stakeholders to disseminate information pertaining to flooding. Research has shown that a message that is propagated through a variety

of sources tends to be taken more seriously than a message that is only propagated through a single source, i.e., the Town. Stakeholder Eli Tourgeman pointed out that he is in a very good position to disseminate information to all the businesses in the Town. Not only is he a member of the Downtown Vision Advisory Committee, but he is also **President** of the Surfside Business Association. As such, he has the emails to all the businesses and can effectively get the word out about matters pertaining to flooding. Insurance stakeholder Ruben Coto is also in a position to disseminate information, especially as it pertains to flood insurance.

A strategy was discussed for an effective way in which to reach all of the target audiences within the next month. Using several vehicles of distribution, the PPI Committee members intend to perform the outreaches to all the targeted audiences that have been designated.

Other Public Information Efforts

The committee discussed some of the public information efforts that are conducted not only by the Town but also by other agencies. Mention was made, for example, of how the community is tasked with disseminating information pertaining to the National Pollutant Discharge Elimination System, previously referred to in this report as the MS4 program. This public information task is already being accomplished on a regular basis.

As discussion within the Committee continued, it became clear that others within the community were already involved in public information outreach, some of which was already focused on the flood hazard message. Committee members identified some of the organizations and their respective projects; these are listed in Table 1.

Organization	Project	Subject Matter	Frequency
Town of Surfside	<i>Surfside Gazette</i>	Public interest	Monthly
Town of Surfside	Website	Various	Year-round as needed
Town of Surfside	Email blasts	Various subjects as deemed appropriate	As needed
Town of Surfside	Press Releases	Various	As deemed appropriate
Town of Surfside	Utilities Bills	Bills and miscellaneous inserts	Monthly
Town Building Department	Map inquiry service	Flood hazard areas, insurance 101, flood protection	Year-round
Town Public Works Department	MS4 Projects, Swale and Canal Maintenance, Illegal Dumping Signage	Take care of your storm drain Protect water quality, no illegal dumping	Year round

Organization	Project	Subject Matter	Frequency
Town of Surfside	Cable TV Channel 77	Public interest	Year-round
Town of Surfside Parks and Recreation	Family Fun Day	Public interest	Annually
Channel 4 TV (CBS)	Hurricane Preparedness Guide	Hurricane and flood preparedness	Annually in May
Channel 7 TV (FOX)	Hurricane Preparedness Guide	Hurricane and flood preparedness	Annually in May
Miami-Dade County	Website, miscellaneous regional projects	Hurricane and flood preparedness and response	Year-round
Regional network TV and radio stations	FloodSmart commercials	Be prepared Get flood Insurance	Year-round
South Florida Water Management District	Website	Flood protection programs	Year-round
South Florida Water Management District	Brochures	Stormwater and drainage information	Year-round
Insurance agencies	Handouts on flood insurance	Flood insurance	As needed
Surfside Business Association	Email blasts and other miscellaneous projects	Business interest	As needed

Messages and Outcomes

After assessing the Community's flooding information needs, the PPI Committee identified the following as the priority messages for 2014-2015. Each message has a desired, measurable, outcome, as shown in Table 2.

Message	Outcome
1. Know your flood hazard	More hits on flood hazard pages of Town's website
2. Insure your property for flood hazard	Increase in the number of flood insurance policies in the community
3. Protect people from the hazard	Fewer water rescues and police citations for ignoring barricades
4. Protect your property from the hazard	Reduced property loss due to flooding

5. Build responsibly	Reduced number of building department citations
6. Protect natural floodplain functions	Improved water quality as reported in NPDES; maintenance or increase in Open Space acreage in floodplain
7. PPI: Stormdrain maintenance	Reduced street flooding events caused by clogged stormdrains
8. PPI: Sea level rise	Enhanced planning that accounts for sea level rise
9. PPI: Storm surge	Increased evacuation in storm events
10. PPI: Hurricane preparedness	Reduced property loss from hurricanes

Projects and Initiatives

The PPI Committee identified 25 projects and initiatives that either have been implemented within the last year or could be implemented in the following years. Only those items whose implementation will take place by the time the PPI is submitted for review by the Insurance Services Office/CRS will be counted for CRS points in the current year. Implementation for future audiences will be determined based on cost and availability of resources. These are organized by target audience and message in Table 3.

The PPI Committee acknowledges the importance of advertising through public outreaches the various outreaches that the Town offers, some of which are credited in the CRS program under other activities. In particular, the Town will continue to advertise the following assistance that it offers:

- Activity 320 (Map Information Service)
- Activity 330 (Outreach Projects)
- Activity 340 (Hazard Disclosure)
- Activity 350 (Flood Protection Information)
- Activity 360 (Flood Protection Assistance)
- Activity 420 (Open Space Preservation), educational materials in natural areas
- Activity 540 (Drainage System Maintenance), publicizing dumping regulations

Flood Response Preparations

In addition to projects that are implemented every year, the PPI Committee recommends projects that could be implemented immediately before, during and after a flood or hurricane event. These projects are ready for reproduction and dissemination after a flood or hurricane warning. These projects are briefly described in this PPI in Table 3.

Implementation, Monitoring and Evaluation

The various entities listed in Table 3 will work to implement the projects included in the PPI. The CRS Coordinator will monitor the projects as they are developed, as well as their results. He/She will record inputs from the PPI Committee members and suggestions from other Town employees and stakeholders participating in the activities. That input will be sent by e-mail to the committee members for consideration and evaluation.

The PPI Committee will meet at least once each year to review the implementation of these projects and initiatives. At that time, the status of the projects will be explained and progress toward the outcomes will be discussed. The Committee will recommend to the appropriate Town offices and the stakeholders who implement projects whether the projects should be changed or discontinued.

At least once each year, staff will draft an update to Table 3 and send it to the Committee members. The Committee will meet and review the outcomes of each individual activity to change, add, delete or approve them. Table 3 will be revised accordingly. The outcomes and revisions will be submitted as part of the Town's annual recertification package to the Community Rating System. Furthermore, an update will be submitted on an annual basis to the Town Council.

Adoption

This program will become effective when it is adopted by the Town Council, which is anticipated on Mach 10, 2015.

Table 3. PPI Projects and Initiatives

Outreach Projects (OP)

OP Number	Target Audience	Message(s) (See Table 2)	Outcome (See Table 2)	Outreach Project	Assignment	Schedule	Stakeholder
OP#1	All properties in the City	8	8	Gazette - June 2014	CRS Coordinator	June	
OP#2	N/A	8	8	Climate Change Workshop	N/A	April	CLEO Institute
OP#3	All properties in the City	6, 7	6, 7	Gazette - March 2014	CRS Coordinator	March	
OP#4	All properties in the City	5 - 9	5 - 9	Gazette - April 2014	CRS Coordinator	April	
OP#5	All properties in the City	7	7	Gazette - September 2014	CRS Coordinator	September	
OP#6	All properties in the City	7	7	Gazette - January 2015	CRS Coordinator	January	
OP#7	All properties in the City	1 - 5, 7, 10	1 - 5, 7, 10	Gazette - February 2015	CRS Coordinator	February	
OP#8	All properties in the City	2	2	Flood Insurance Card	CRS Coordinator	February	

OP Number	Target Audience	Message(s) (See Table 2)	Outcome (See Table 2)	Outreach Project	Assignment	Schedule	Stakeholder
OP#9	All properties in the City	1 - 5, 7, 10	1 - 5, 7, 10	Monthly Town Email Feb15	CRS Coordinator	February	
OP#10	N/A	1-4,7,9, 10	1-4,7,9, 10	Miami-Dade 2014 Hurricane Guide	N/A	Year-round	Miami-Dade County
OP#11	N/A	8	8	Gazette - June 2014 (lobby)	CRS Coordinator	June	
OP#12	N/A	8	8	Climate Change Workshop (lobby)	N/A	April	CLEO Institute
OP#13	N/A	6, 7	6, 7	Gazette - March 2014 (lobby)	CRS Coordinator	March	
OP#14	N/A	5 - 9	5 - 9	Gazette - April 2014 (lobby)	CRS Coordinator	April	
OP#15	N/A	7	7	Gazette - September 2014 (lobby)	CRS Coordinator	September	
OP#16	N/A	7	7	Gazette - January 2015 (lobby)	CRS Coordinator	January	
OP#17	N/A	1 - 5, 7, 10	1 - 5, 7, 10	Gazette - February 2015 (lobby)	CRS Coordinator	February	
OP#18	N/A	2	2	Flood Insurance Card (3 locations)	CRS Coordinator	February	
OP#19	Repetitive Loss Areas	1, 2, 4	1, 2, 4	Repetitive Loss - Letters	CRS Coordinator	February	

OP Number	Target Audience	Message(s) (See Table 2)	Outcome (See Table 2)	Outreach Project	Assignment	Schedule	Stakeholder
OP#20	Repetitive Loss Areas	1 – 10	1 – 10	Repetitive Loss - Filers	CRS Coordinator	March	
OP#21	Condo Associations	1 – 10	1 – 10	Condos - Letters	CRS Coordinator	March	
OP#22	Viscaya Island Condo	1 – 10	1 – 10	Viscaya Island Condo - Letters	CRS Coordinator	March	
OP#23	Business Community	1 – 10	1 – 10	Email blast to all businesses	Surfside Business Association	March	Business community
OP#24	N/A	1 – 10	1 – 10	Family Fun Day Booth	CRS Coordinator	July	
OP#25	N/A	1 – 10	1 – 10	Block Party Booth	CRS Coordinator	Third Thursday of month – at least one time per year	

FRP Number	Target Audience	Message(s) (See Table 3)	Outcome (See Table 3)	Project	Assignment	Schedule	Stakeholder
FRP#1	N/A	3	3	Facebook PSAs	Police Department PIO	Before the storm	N/A
FRP #2	N/A	3, 4	3, 4	Twitter PSAs	Police Department PIO	Before the storm	N/A
FRP #3	N/A	2, 3, 4, 10	2, 3, 4, 10	Email PSAs	Police Department PIO	Before the storm	N/A
FRP #4	N/A	2, 3, 10	2, 3, 10	Brochure handouts	Police Department PIO	Before the storm	N/A
FRP #5	N/A	3, 4	3, 4	TV/ Radio PSAs	Police Department PIO	Before the storm	N/A

FRP #6	N/A	3, 4	3, 4	Reverse 911 messages	Police Department PIO	Before the storm	N/A
FRP #7	N/A	3, 4, 7, 10	3, 4, 7, 10	Newspaper PSAs	Police Department PIO	Before the storm	N/A
FRP#8	N/A	1, 3, 4, 7	1, 3, 4, 7	EOC communications	Police Department PIO	Before the storm	N/A
FRP#9	N/A	3	3	Facebook PSAs	Police Department PIO	During the storm	N/A
FRP#10	N/A	3	3	Twitter PSAs	Police Department PIO	During the storm	N/A
FRP#11	N/A	3	3	Email PSAs	Police Department PIO	During the storm	N/A
FRP#12	N/A	3	3	Brochure handouts	Police Department PIO	During the storm	N/A
FRP#13	N/A	3	3	TV/ Radio PSAs	Police Department PIO	During the storm	N/A
FRP#14	N/A	3	3	Reverse 911 messages	Police Department PIO	During the storm	N/A
FRP#15	N/A			Newspaper PSAs	Police Department PIO	During the storm	N/A
FRP#16	N/A			EOC communications	Police Department PIO	During the storm	N/A
FRP#17	N/A	2, 3, 4, 5, 7	2, 3, 4, 5, 7	Facebook PSAs	Police Department PIO	After the storm	N/A
FRP#18	N/A			Twitter PSAs	Police Department PIO	After the storm	N/A

FRP#19	N/A	2, 3, 4, 5, 7	2, 3, 4, 5, 7	Email PSAs	Police Department PIO	After the storm	N/A
FRP#20	N/A			<i>Brochure handouts</i>	Police Department PIO	After the storm	N/A
FRP#21	N/A	10	10	TV/ Radio PSAs	Police Department PIO	After the storm	N/A
FRP#23	N/A			Newspaper PSAs	Police Department PIO	After the storm	N/A
FRP#24	N/A	1 - 5, 7	1 - 5, 7	EOC communications	Police Department PIO	After the storm	N/A



**Town of Surfside
Town Commission Meeting**

March 10, 2015

7:00 pm

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

DISCUSSION ITEM MEMORANDUM

Title: Destination Resorts Opposition Resolution

Objective: To query the Commission if it is supportive of crafting a resolution urging the Florida Legislature to reject any expansion of Destination Resorts (i.e., Casino Gambling) in the State of Florida.

Consideration: During the January 17, 2012 Commission Meeting the Town Commission unanimously passed a resolution opposing the expansion of Destination Resorts in Florida. As this matter is again being considered by the Florida Legislature, I am asking the Town Commission to direct the Town Attorney to draft a new resolution to urge the Legislature oppose the expansion of Destination Resorts.



TOWN OF SURFSIDE
MUNICIPAL BUILDING
9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154-3009
Telephone (305) 993-1065

Agenda Item: # 9H

Date: March 10, 2015

From: Guillermo Olmedillo, Town Manager

Subject: Additional Comments from Residents on Beach Sand Quality Ordinance

The below list and attachments include the comments from residents made at the February 26, 2015 Planning and Zoning meeting. As recommended by the Planning and Zoning Board, Town staff is conferring with our experts on these comments.

1. "More" protective instead of "less" protective standard of evaluation Section 34-4, Appendix A(E.)

"The acceptable concentration will be the ~~less~~ more restrictive of the two comparisons, with the exception of Arsenic."

2. George Kousoulas: Changes to Section 34-A, Appendix B, A
 1. Munsell value of 7 or greater with a chroma of 3 or lower when wet.
 2. A particle size distribution ranging between 0.0625mm and 2.0mm.
 3. Mean grain size between 0.30mm and 0.55mm
 4. Silt content less than 1% passing a #230 sieve.
 5. No material greater 5% retained on a #10 sieve.
3. Monica Grandeze: After placement, additional samples of toxicity taken 5 samples- minimal cost- after placement- 5 samples to test for toxicity- matches what was tested before
4. Larisa Alonso: Using control groups as a standard for heavy metal testing.
5. Deborah Cimadevilla: Draft proposed ordinance

Exhibit G Beach Quality Sand Ordinance, Section 34-5 cont'd

- A. The following physical sand characteristic standards are required for excavated sand seaward of the Coastal Construction Control Line placed between the seasonal high water line to the limit of the seaward side of the dune.
1. Munsell value of 6 or greater with a chroma of 3 or lower when wet.
 2. Mean grain size between 0.30 mm and 0.55 mm.
 3. Silt content less than 5% (passing a #230 sieve).
 4. No material greater than 5% retained on #4 sieve.
 5. Sand shall be free of construction debris or other foreign material.
- B. The following protocols for sampling and analysis shall be employed:
1. One core boring shall be analyzed for every 3,000 cubic yards of sand to be excavated, as reasonably available to implement on site.
 2. Sediment samples will be extracted from the core borings at irregular intervals based on distinct stratigraphic layers in the sediment sequence. Samples that are representative of the material defined within the area will be extracted and analyzed.
 3. Composite data will represent the average physical characteristics of the material to be placed.
 4. An average of the representative layer, weighted by effective length, will be calculated for each core, producing the core composite. The composites will then be averaged and weighted by effective length to calcite the composite of the entire sand source.
- C. The composite of the source as a whole shall satisfy the aforementioned criteria for material to be deemed eligible for placement along the Town's beach.

CHANGES TO 34-A, Appendix B, A

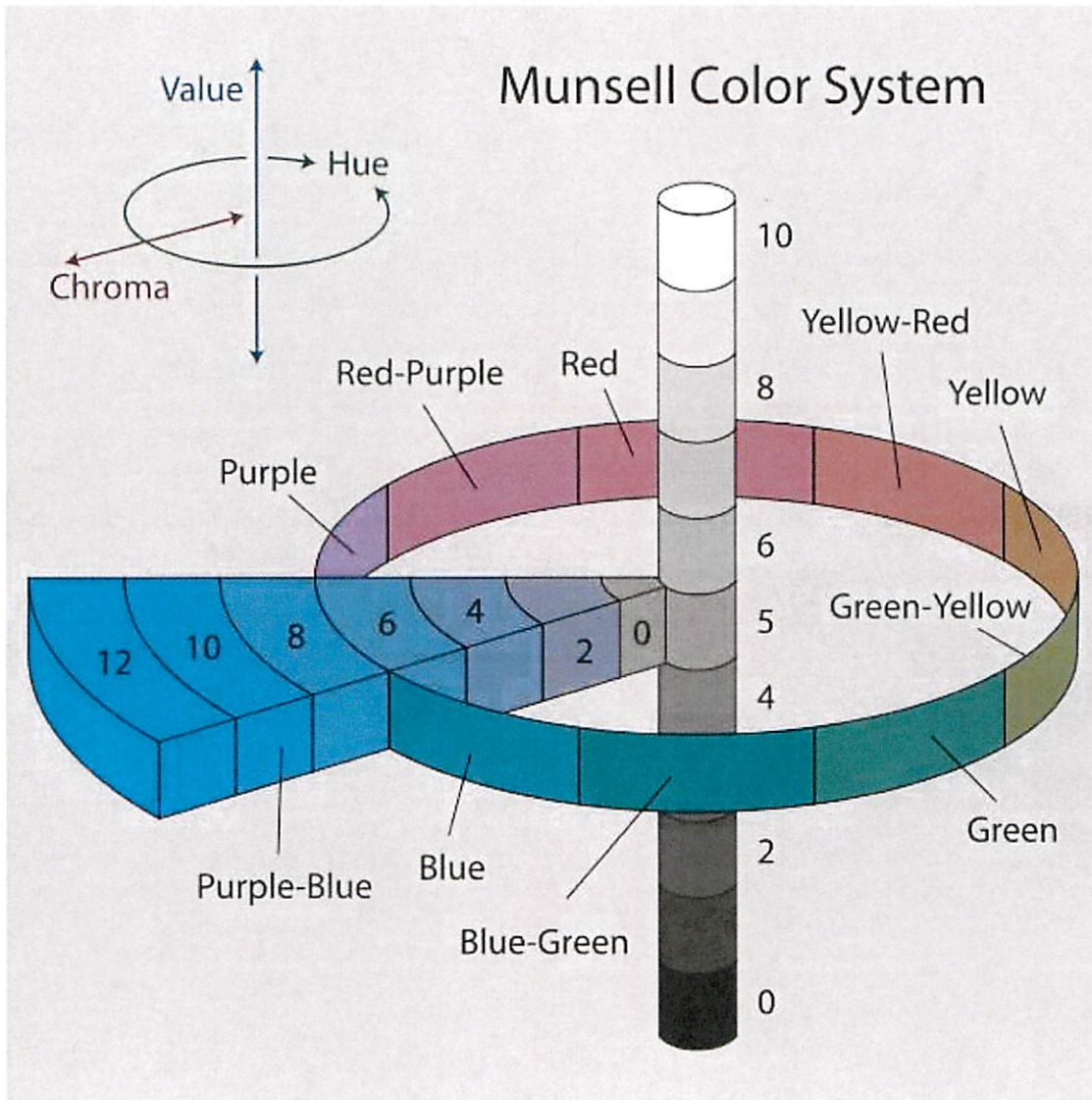
1. Munsell value of 7 or greater with a chroma of 3 or lower when wet.
2. A particle size distribution ranging between 0.0625mm and 2.0mm.
3. Mean grain size between 0.30mm and 0.55mm
4. Silt content less than 1% passing a #230 sieve.
5. No material greater 5% retained on a #10 sieve.

Exhibit B – Sand Definition (Wentworth)

Φ	PHI - mm COVERSION $\phi = \log_2 (d \text{ in mm})$ $1 \mu\text{m} = 0.001\text{mm}$		Fractional mm Decimal Inches	SIZE TERMS (after Wentworth, 1922)	SIEVE SIZES		Intermediate diameters equivalent to sieve size	Number of grains per mg		Settling Velocity (Quartz, 20°C)		Threshold Velocity for traction cm/sec	
	mm	mm			ASTM No. (U.S. Standard)	Tyler Mesh No.		Quartz spheres	Natural sand	Spheres (Gibbs, 1971) cm/sec	Crushed	(Nevin, 1946)	(modified from Hjulstrom, 1939)
-8	256	10.1"		BOULDERS (≥ 64φ)									
-7	128	5.04"											
-6	64.0	2.52"		PEBBLES	2 1/2"	2"							
-5	53.9	2.12"			very coarse	1 1/2"	1 1/2"						
-4	45.3	1.78"			coarse	1 1/4"	1.05"						
-3	33.1	1.26"			medium	3/4"	.742"						
-2	32.0	1.26"			fine	5/8"	.625"						
-1	28.3	1.12"			very fine	1/2"	.525"						
0	22.6	0.89"			Granules	3/8"	.375"						
1	17.0	0.67"			very coarse	5/16"	.312"						
2	16.0	0.63"			coarse	4							
3	13.4	0.53"			medium	5							
4	11.3	0.44"		fine	6								
5	9.52	0.37"		very fine	7								
6	8.00	0.32"			8								
7	6.73	0.27"			10								
8	5.66	0.22"			12								
9	4.76	0.19"			14								
10	4.00	0.16"			16								
11	3.36	0.13"			18								
12	2.83	0.11"			20								
13	2.00	0.08"			24								
14	1.63	0.065"			28								
15	1.41	0.055"			30								
16	1.19	0.047"			35								
17	1.00	0.039"			40								
18	.840	0.033"			45								
19	.707	0.028"			50								
20	.545	0.021"			60								
21	.500	0.019"			70								
22	.420	0.016"			80								
23	.354	0.014"			100								
24	.297	0.012"			120								
25	.250	0.010"			140								
26	.210	0.0085"			150								
27	.177	0.0070"			170								
28	.149	0.0059"			200								
29	.125	0.0049"			250								
30	.105	0.0041"			270								
31	.088	0.0035"			300								
32	.074	0.0029"			325								
33	.062	0.0024"			400								
34	.053	0.0021"											
35	.044	0.0017"											
36	.037	0.0015"											
37	.031	0.0012"											
38	.025	0.0010"											
39	.020	0.0008"											
40	.016	0.00065"											
41	.012	0.00047"											
42	.008	0.00031"											
43	.005	0.00019"											
44	.004	0.00016"											
45	.003	0.00012"											
46	.002	0.00008"											

[Sand 1/16mm—2mm]

Exhibit F – Munsell Color System



Surfside 2013 Sand: Value 7.5

Surf Club Fill: Value 6

Recommended Value 7

Jane Graham

From: Larisa Alonso <lalonso66@yahoo.com>
Sent: Tuesday, March 03, 2015 10:12 PM
To: Jane Graham; Linda Miller
Cc: Sandra Novoa
Subject: Re: followup
Attachments: Sand Quality Ordinance - Draft Proposed Changes.pdf

Hi Jane,

Attached is a copy of Bob de La Fuente's revised ordinance that contains the tables that I spoke about in the Planning and Zoning Board meeting.

I would like to suggest that we use the Landscience control groups, CCSS1 (North Shore Park) and CCSS2 (Halouver Park) as the upper limit to the reference ranges for toxins and contaminants. In other words, for any excavated fill to be permitted on the beach in may not exceed the control group values. This is probably the closest representation of what the chemical profile of the Surfside sand was prior to the placement of the excavated fill from The Surf Club. In support of this, I think it is valid to use these numbers since Florida's Administrative Code states (62B-41):

(j) To protect the environmental functions of Florida's beaches, only beach compatible fill shall be placed on the beach or in any associated dune system. Beach compatible fill is material that maintains the general character and functionality of the material occurring on the beach and in the adjacent dune and coastal system. Such material shall be predominately of carbonate, quartz or similar material with a particle size distribution ranging between 0.062mm (4.0f) and 4.76mm (-2.25f) (classified as sand by either the Unified Soils or the Wentworth classification), shall be similar in color and grain size distribution (sand grain frequency, mean and median grain size and sorting coefficient) to the material in the existing coastal system at the disposal site and shall not contain:

The general character of Surfside sand did not contain these toxins and chemicals prior to the placement of the fill from the Surf Club.

Any questions, please do not hesitate to contact me.

Sincerely,
Larisa Alonso

From: Jane Graham <jgraham@townofsurfsidefl.gov>
To: Larisa Alonso <lalonso66@yahoo.com>
Sent: Friday, February 27, 2015 3:31 PM
Subject: followup

Hi Larisa,

Good to see you last night. Like we spoke about yesterday, could you please send me in writing your

specific requests for changes to the ordinance? Thank you.

Have a great weekend.

Best,

Jane

[cid:image001.png@01D052A2.8448FDA0]

Jane Graham

Assistant Town Attorney

Town of Surfside

9293 Harding Avenue

Surfside, Florida 33154

(305) 438 7655

jgraham@townofsurfsidefl.gov<mailto:jgraham@townofsurfsidefl.gov>

PUBLIC RECORDS ACT NOTIFICATION: You are hereby notified that in accordance with Florida's very broad public records law, most written communications to or from public employees or Officials regarding public business are public records and are available to third parties upon request. Accordingly, this e-mail communication may be subject to public disclosure in accordance with Chapter 119, Florida Statutes.

ORDINANCE NO. 15-_____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING ARTICLE I OF CHAPTERS 34 "ENVIRONMENT" AND SPECIFICALLY CREATING SECTIONS 34-2 TO 34-8 "BEACH SAND QUALITY" OF THE TOWN OF SURFSIDE CODE OF ORDINANCES; AMENDING CHAPTER 14 "BUILDING" OF THE TOWN OF SURFSIDE CODE OF ORDINANCES AND SPECIFICALLY AMENDING SECTION 14-28 "ISSUANCE OF BUILDING PERMITS"; AMENDING CHAPTER 90 "ZONING" AND SPECIFICALLY SECTION 90.5 "COMPLIANCE WITH REGULATIONS"; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Environmental Protection (FDEP) issues permits which authorize excavation and placement of sand seaward of the Coastal Construction Control Line (CCCL). Pursuant to 161.053, *Florida Statutes*; and

WHEREAS, the FDEP cannot contravene zoning or building codes established by a municipality which are equal to, or more strict than, those requirements provided in Section 161.053(4)(b), *Florida Statutes*; and

WHEREAS, FDEP requires that sandy material excavated seaward of the CCCL or 50 foot setback shall be maintained on site seaward of the CCL or 50-foot setback and shall be placed in the immediate area of construction unless otherwise specifically authorized by the Department, as provided by Rule 62B-33.005(6), F.A.C.; and

WHEREAS, FDEP guidelines state that only beach compatible sand shall be placed on the beach; and

WHEREAS, FDEP defines beach quality sand as sand which is similar to the native beach sand in both coloration and grain size and is free of construction debris, rocks, clay, toxic materials or other foreign matter, pursuant to Rule 62B-33.002(8), F.A.C.; and

WHEREAS, the Town Commission of the Town of Surfside established the Sand Project Community Monitoring Committee (Committee) in June 2014 to serve as a resource to the Town Administration as it addressed issues and concerns related to a recently completed sand transfer project, and to provide an opportunity for the community to be involved in an educational initiative pertaining to beach management and beach opportunities going forward; and

WHEREAS, to address health risk concerns raised by residents of the Town, the Town Commission retained the services of subject matter experts, including expert independent toxicologists to provide analysis and protocols for chemical testing of excavated sand, and to recommend sand criteria related to physical characteristics of excavated sand to be placed east of the CCCL; and

WHEREAS, the subject matter experts recommend a testing protocol that is more comprehensive than the FDEP's criteria for placement of excavated sand east of the CCCL; and

WHEREAS, the Town affirms its desire to protect the health of its residents and visitors by promulgating regulations that are more comprehensive than the requirements of FDEP for sand placed on the beach as a result of coastal construction, pursuant to Rule 62-41.007, F.A.C.; and

WHEREAS, through these regulations, the Town will require that sand excavated seaward of the CCCL is rested via a protocol developed by the subject matter experts, and that sand excavated and placed seaward of the CCCL meets certain physical characteristics prior to placement above mean high water; and

WHEREAS, sand to be excavated and placed seaward of the CCCL shall be in compliance with the Beach Sand Quality regulations prior to issuance of a building permit; and

WHEREAS, the Town will supervise an independent soil technician or inspector with knowledge of soil mechanics and earthwork operations under the direction of the Town's Building Department to collect the sand samples obtained from an applicant's site during the sifting and placement of excavated sand, who will also observe and report to the Town that the sand is clean and free of construction debris and other physical contamination; and

WHEREAS, the cost for compliance with the new beach sand quality requirements for applicants shall be incurred by the applicants. Applicants shall pay for the cost of the Town's collection of the sand samples from the Applicant, and Town's submission of the samples to a qualified, licensed and regulated lab that meets industry standards to test the excavated sand; as well as pay money through cost recovery to reimburse the Town's independent consultants and professionals to evaluate the sand quality testing results, with applicants charged for such services as established in Sec. 90-11 of the Town Code; and

WHEREAS, the Town Commission held its first public hearing regarding this Ordinance on February 12, 2015; and

WHEREAS, the Planning and Zoning Board, as the local planning agency for the Town, held its hearing on the proposed amendments on February 26, 2015 with due public notice and input; and

WHEREAS, the Town Commission shall have conducted a second duly noticed public hearing on this Ordinance as required by law on April 14, 2015.

NOW THEREFORE, BE IT ORDAINED BY 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 Ordinances of the Town of Surfside, Florida is hereby amended to create Sections 34-2 through 34-8 to read as follows:

Section-34-2. Beach Sand Quality.

It is hereby declared and determined that preserving and enhancing the quality of the Town of Surfside's beaches is essential to serve and benefit the Town's residents and visitors. The chemical and physical composition of beach sand must not interfere with the health, safety or welfare of the public.

Section-34-3. Definitions.

Applicant: An individual, corporation or other authorized legal entity filing an application to FDEP for a permit that requires excavation of sand seaward of the Coastal Construction Control Line.

Beach nourishment: The maintenance of a restored beach by the replacement of sand to mitigate erosion, often referred to as “beach nourishment.”

Beach restoration: The placement of sand on an eroded beach for the purposes of restoring it as a recreational beach and providing storm protection for upland properties.

Coastal Construction Control Line: A line established by the Florida Department of Environmental Protection that defines that portion of the beach-dune system which is subject to severe fluctuations based on a 100-year storm surge, storm waves, or other predictable weather conditions, as established pursuant to the provisions of Section 161-053, *Florida Statutes*.

Construction Debris: The material resulting from the demolition of a structure. Construction debris shall not include such material which has been sorted, cleaned and otherwise processed such that it meets the suitability criteria for armoring materials set forth under FDEP rules.

Contaminants: Any substance or matter that does not meet the criteria as enumerated in the testing protocols pursuant to Sec. 34-4 of the Code of Ordinances.

Dune: A mound, bluff or ridge of loose sediment, usually sand-sized sediment, lying upland of the beach and deposited by any natural or artificial mechanism, which may be bare or covered with vegetation and is subject to fluctuations in configuration and location.

Erosion Control Line: The line which represents the landward extent of the claims of the state in its capacity as sovereign titleholder of the submerged bottoms and shores of the Atlantic Ocean, the Gulf of Mexico, and the bays, lagoons, and other tidal reaches thereof on the date of the recording of the survey as authorized by Florida law.

Excavated Sand: Naturally occurring material that is to be removed and placed pursuant to the Coastal Construction Control Line permit through the mechanical or manual removal or alteration of consolidated or unconsolidated soil or rock material from or within the beach and dune system, pursuant to Section 161.053, *Florida Statutes* and Rule 62B-33, F.A.C.

Hardpack: The sand road west of the Erosion Control Line used by public safety and other authorized vehicles, pursuant to Sec. 90-60.1(5) of the Town Code of Ordinances.

Mean High Water: The average height of the high waters over 19-year period. For shorter periods of observation, “mean high water” means the average height of the high waters after corrections are applied to eliminate known variations and to reduce the result to the equivalent of a mean 19-year value. The mean high water line is the intersection of the tidal plane of mean high water with the shore.

Renourishment Sand: Replacement sand used for beach nourishment or beach restoration.

Sand: Material that maintains the general character and functionality of the material occurring on the beach and in the adjacent dune and coastal system.

Seasonal High-Water Line: The line formed by the intersection of the rising shore and the elevation of 150 percent of the local mean tidal range above local mean high water.

Section-34-4. Testing protocols for the chemical composition of excavated sand seaward of the Coastal Construction Control Line.

Prior to placing excavated sand seaward of the Coastal Construction Control Line, the applicant must comply with testing pursuant to the "Testing Protocols for the chemical composition of excavated sand seaward of the Coastal Construction Control Line," as listed in Appendix A, and made a part of this Ordinance. These tests may be reassessed for periodic updates and review.

Appendix A

Testing Protocols for the Chemical Composition of Excavated Sand Seaward of the Coastal Construction Control Line

Pursuant to Section 34-4 of the Town Code of Ordinances, prior to placing excavated sand seaward of the Coastal Construction Control Line, the applicant must comply with the following protocols on the chemical composition of the excavated sand:

- A. Provide to the Town proof of a Phase 1 Environmental Site Assessment on applicant's property and where practicable, applicant's adjacent property. This must be completed within one year prior to the application, and must be in compliance with applicable American Society of Testing and Materials standards. Applicant may also be required to conduct a Phase 2 Environmental Site Assessment based on results from the applicant's Phase 1 Environmental Site Assessment.
- B. Applicant must comply with the following tests in (B)(1-56). Data to be expressed in mg/kg or in the relevant unit of measure.
 1. Resource Conservative and Recovery Act ("RCRA") 8 metals with extraction by United States Environmental Protection Agency ("USEPA") Method 3050 and analysis by USEPA Method 6010 or 200.7 (i.e. arsenic, barium, cadmium, chromium, lead, mercury, selenium, and silver.
 2. Total Recoverable Petroleum Hydrocarbons (TRPH) by Florida Department of Environmental Protection (FDEP) FL-PRO method.
 3. Chlorinated hydrocarbon pesticides by USEPA Method 8081, specifically aldrin, chlordane, dieldrin, endrin, heptachlor, and the DDT (dichlorodiphenyltrichloroethane)/DDD (dichlorodiphenyldichloroethane)/DDE (dichlorodiphenyltrichloroethylene) group.
 4. Polychlorinated biphenyls (PCBs) by USEPA Method 8082 (i.e. Aroclors 106, 1221, 1232, 1242, 1248, 1254, and 1260).

Alternatively, USEPA Method 8270 may be used to capture the analysis in the tests in the #3 and #4 categories. Data to be expressed in mg/kg. However, use of USEPA Method 8270 will involve reporting many more substances than the individual methods specified.

~~5. If there is site specific knowledge from the applicant, Town or FDEP which suggests that assessment of the leaching potential for a particular sand source is warranted.~~

The applicant must apply the Synthetic Precipitation Leaching Procedure (SPLP; USEPA Method 1312) to assess leaching potential.;

~~5.6. A survey of building materials, including an asbestos or lead-based paint survey, or an assessment of the building systems by a Property Condition Assessment, prepared according to ASTM Standard e-2018-08.~~

- C. Location and Quantity of Samples: The applicant shall propose a sampling plan for excavated sand to be placed seaward of the Coastal Construction Control Line to comply with tests within (B). The applicant must provide adequate documentation to demonstrate that the location and quantity of samples is fair and reasonable representation of the site. The Town's independent expert or designee must review the sampling and find it to be fair and reasonable representation of the site.
- D. Submission of Results: The Town's independent expert will approve the collection methodology and attest the samples were submitted to a certified analytical laboratory for analysis, with appropriate chain of custody documentation.
- E. Evaluation of Results: The samples collected from the sampling plan will be compared to the Miami-Dade County DERM Residential Soil Cleanup Target Levels and to the Minimum Variance Unbiased Estimator (MVUE) value, if available, from the November 7, 2004 document entitled, "Natural Background Soil Concentrations for the Barrier Islands of Miami-Dade County. The acceptable concentration will be the ~~less-more~~ restrictive of the two comparisons, with the exception of Arsenic. Arsenic levels shall be consistent with naturally occurring arsenic levels on the barrier island beaches in Miami-Dade County, based on a Minimum Variance Unbiased Estimate (MVUE) of 5.2 mg/kg and the upper tolerance level (95% limit) of 11.3 mg/kg. Any values above these limits are unacceptable unless reviewed and concurred by the Town's independent toxicologist for acceptability.

Appropriate Quality Assurance/Quality Control (QA/QC) procedures must be followed by the firm selected for the sampling, per the applicable FDEP standard protocols FDEP SOP FS 3000 Soil and FDEP SOP FQ 1000 Field Quality Control Requirements.

Section-34-5. Testing protocols for the physical composition of excavated and replacement sand seaward of the Coastal Construction Control Line.

Prior to placing excavated and replacement sand seaward of the Coastal Construction Control Line, the applicant must satisfy the requirements of "Criteria for Physical Composition of Sand

excavated sand seaward of the Coastal Construction Control Line” as listed in Appendix B, and made a part of this Ordinance. These requirements may be reassessed for periodic updates and review.

Appendix B

Criteria for Physical Composition of Sand excavated and replacement sand seaward of the Coastal Construction Control Line

- A. The following physical sand characteristic standards are required for excavated and replacement sand seaward of the Coastal Construction Control Line placed between the seasonal high water line to the limit of the seaward side of the dune andward of the Seasonal High Water Line and seaward of the Erosion Control Line.
1. Munsell value of 67 or greater with a chroma of 3 or lower when wet.
 2. Mean grain size between 0.30mm and 0.55 mm.
 3. Silt content less than 5% (passing a #230 sieve).
 4. No material greater than 5% retained on #4 sieve.
 5. Sand shall be free of construction debris, toxic materials or other foreign materialmatter.
- B. The following protocols for sampling and analysis shall be employed:
1. One core boring shall be analyzed for every 3,000 cubic yards of sand to be excavated, as reasonably available to implement site.
 2. Sediment samples will be extracted from the core borings at irregular intervals based on distinct stratigraphic layers in the sediment sequence. Samples that are representative of the material defined within the area will be extracted and analyzed.
 3. Composite data will represent the average physical characteristics of the material to be placed.
 4. An average of the representative layer, weighted by effective length, will be calculated for each core, producing the core composite. The composites will then be averaged and weighted by effective length to calcite the composite of the entire sand source.
- C. The composite of the source as a whole shall satisfy the aforementioned criteria for material to be deemed eligible for placement along the Town’s beach.
- D. Excavated and replacement sand under this Section shall comply with the following tables:

Proposed Ordinance Deborah Cimadevilla 2-26-2015

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TABLE 1
SOIL ANALYTICAL SUMMARY
FOR HEAVY METALS

Facility Name: Town of Surfside Coastal Areas
Facility Address: Between 88th Street and 95th Street

1 of 1

Location	Sample		Arsenic	Barium	Cadmium	Chromium	Lead	Mercury	Selenium	Silver
	Date	Depth (Ft.)								
CCSS-1	10/31/2014	0-1	2.39	5.44	0.00380U	4.42	0.559	0.0270U	0.651	0.00550U
CCSS-2	10/31/2014	0-1	1.80	5.93	0.00380U	3.07	0.317	0.0270U	0.794	0.00550U
CSS-1	10/31/2014	0-1	6.46	8.41	0.00380U	4.99	4.85	0.0270U	0.618	0.00550U
CSS-2	10/31/2014	0-1	4.57	5.38	0.00380U	4.07	2.01	0.0270U	0.553	0.00550U
CSS-3	10/31/2014	0-1	3.80	5.80	0.00380U	3.80	1.75	0.0270U	0.600	0.00550U
CSS-4	10/31/2014	0-1	5.84	8.95	0.00380U	4.08	5.24	0.0270U	0.556	0.00550U
CSS-5	10/31/2014	0-1	5.39	7.29	0.00380U	4.04	3.54	0.0270U	0.699	0.00550U
CSS-6	10/31/2014	0-1	6.44	8.72	0.00380U	4.07	2.62	0.0270U	0.581	0.00550U
FDEP SCTL	Leachability		***	1,600	7.5	38	***	2.1	5.2	17
FDEP SCTL	Direct Exposure Residential		2.1	120	82	210	400	3	440	410
FDEP SCTL	Direct Exposure Commercial		12	130,000	1,700	470	1,400	17	11,000	8,200

LEGEND
Concentrations in milligrams per kilogram (mg/Kg).
U indicates compound was analyzed but not detected.
*** Leachability values may be derived using the SPLP Test to calculate site-specific SCTLs or may be determined using TCLP in the event oily wastes are present.
FDEP = Florida Department of Environmental Protection.
SCTL = Soil Cleanup Target Level.
Items in bold exceed FDEP SCTLs.

**TABLE 2
SOIL ANALYTICAL SUMMARY
FOR ORGANOCCHLORINE PESTICIDES**

Facility Name: Town of Surfside Coastal Areas
Facility Address: Between 88th Street and 95th Street

Location	Sample		4,4'-DDT
	Date	Depth (Ft.)	
CCSS-1	10/31/2014	0 - 1	0.000239U
CCSS-2	10/31/2014	0 - 1	0.000239U
CSS-3	10/31/2014	0 - 1	0.000239U
CSS-4	10/31/2014	0 - 1	0.0138
CSS-5	10/31/2014	0 - 1	0.000239U
CSS-6	10/31/2014	0 - 1	0.000239U
FDEP SCTL	Leachability		11
FDEP SCTL	Direct Exposure Residential		2.9
FDEP SCTL	Direct Exposure Commercial		15

LEGEND:

Concentrations in milligrams per kilogram (mg/Kg).

U indicates compound was analyzed but not detected.

FDEP = Florida Department of Environmental Protection.

SCTL = Soil Cleanup Target Level.

Items in **bold** exceed FDEP SCTLs.

Only constituents with concentrations above the method detection limits are shown on table.

**TABLE 3
SOIL ANALYTICAL SUMMARY
FOR POLYCHLORINATED BIPHENYLS**

Facility Name: Town of Surfside Coastal Areas
Facility Address: Between 88th Street and 95th Street

Location	Sample		PCB-1254
	Date	Depth (Ft.)	
CCSS-1	10/31/2014	0 - 1	0.000786U
CCSS-2	10/31/2014	0 - 1	0.0863
CSS-3	10/31/2014	0 - 1	0.000786U
CSS-4	10/31/2014	0 - 1	0.000786U
CSS-5	10/31/2014	0 - 1	0.000786U
CSS-6	10/31/2014	0 - 1	0.000786U
FDEP SCTL	Leachability		17
FDEP SCTL	Direct Exposure Residential		0.5
FDEP SCTL	Direct Exposure Commercial		2.6

LEGEND:

Concentrations in milligrams per kilogram (mg/Kg).

U indicates compound was analyzed but not detected.

FDEP = Florida Department of Environmental Protection.

SCTL = Soil Cleanup Target Level.

Items in **bold** exceed FDEP SCTLs.

Only constituents with concentrations above the method detection limits are shown on table.

**TABLE 4
SOIL ANALYTICAL SUMMARY
FOR TOTAL RECOVERABLE PETROLEUM HYDROCARBONS**

Facility Name: Town of Surfside Coastal Areas
Facility Address: Between 88th Street and 95th Street

Sample			TRPH
Location	Date	Depth (Ft.)	
CCSS-1	10/31/2014	0 - 1	0.190U
CCSS-2	10/31/2014	0 - 1	6.70
CSS-3	10/31/2014	0 - 1	0.190U
CSS-4	10/31/2014	0 - 1	5.68
CSS-5	10/31/2014	0 - 1	12.9
CSS-6	10/31/2014	0 - 1	2.00
FDEP SCTL	Leachability		340
FDEP SCTL	Direct Exposure Residential		460
FDEP SCTL	Direct Exposure Commercial		2,700

LEGEND:
Concentrations in milligrams per kilogram (mg/Kg).
U indicates compound was analyzed but not detected.
FDEP = Florida Department of Environmental Protection.
SCTL = Soil Cleanup Target Level.
Items in **bold** exceed FDEP SCTLs.

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TABLE 5
SOIL ANALYTICAL SUMMARY
FOR HEAVY METALS BY SPLP

Facility Name: Town of Surfside Coastal Areas
Facility Address: Between 88th Street and 95th Street

1 of 1

Location	Sample		Arsenic	Barium	Cadmium	Chromium	Lead	Mercury	Selenium	Silver
	Date	Depth (ft.)								
CCSS-1	10/31/2014	0-1	1.38U	49.0	0.211U	0.751U	2.92U	0.0630U	4.55U	0.260U
CCSS-2	10/31/2014	0-1	1.38U	88.0	0.211U	0.751U	2.92U	0.0630U	4.55U	0.260U
CSS-1	10/31/2014	0-1	9.00	61.0	0.211U	8.00	38.00	0.0630U	4.55U	0.260U
CSS-2	10/31/2014	0-1	3.00	61.0	0.211U	3.00	12.0	0.0630U	4.55U	0.260U
CSS-3	10/31/2014	0-1	1.38U	34.0	0.211U	3.00	10.0	0.0630U	4.55U	0.260U
CSS-4	10/31/2014	0-1	10.0	64.0	0.211U	11.0	50.0	0.0630U	4.55U	0.260U
CSS-5	10/31/2014	0-1	4.00	40.0	0.211U	5.00	20.0	0.0630U	4.55U	0.260U
CSS-6	10/31/2014	0-1	4.00	37.0	0.211U	5.00	17.0	0.0630U	4.55U	0.260U
FDEP GCCLs			10	2,000	5	100	15	2	50	100
FDEP Low Yield/Poor Quality Criterion			100	20,000	50	1,000	150	20	500	1,000

LEGEND:
Concentrations in micrograms per liter (ug/L).
U indicates compound was analyzed but not detected.
Indicates concentration between Method Detection Limit and Practical Quantitative Limit.
FDEP = Florida Department of Environmental Protection.
GCCL = Groundwater Cleanup Target Level.
Items in bold exceed FDEP Low Yield/Poor Quality Criterion.

Section-34-6. Charges for consulting services for beach sand quality testing.

The cost for compliance with the Town's beach sand quality requirements shall be incurred by the applicant. Applicant shall pay the cost of the collection of the sand from the Applicant's site and the submission of the samples for tests to a qualified, licensed, and regulated lab that meets industry standards to test the sand; as well as pay money through cost recovery to pay for the Town's independent consultants and professionals to evaluate the sand quality testing results from the lab. Charges for consulting services for applicants are established in Section 90-11 of the Town Code of Ordinances, and shall apply to the beach sand quality testing required by Sections 34-4 and 34-5.

Section-34-7. Lack of compliance.

In the event that sand to be excavated seaward of the Coastal Construction Control Line does not meet the Town's standards as described herein, then the applicant may request from EDEP removal and relocation of the non-compliant sand in an approved upland area and must replace it with an equal or greater volume of sand from an FDEP approved sand source, which will be subject to the same testing protocols as set forth herein.

Section-34-8. Exclusions.

Section 34-2 to 34-7 do not apply to sand for beach nourishment or beach restoration projects authorized, undertaken and paid for by Miami-Dade County, the State of Florida, or federal authorities. In no event shall the exclusions authorized by this Section apply to activities of a private developer.

Section 3. Code Amendment. The Code of Ordinances of the Town of Surfside, Florida Section 14-28 "Issuance of building permits" is amended to add paragraph (d) to read as follows:

Section 14-28. Issuance of building permits.

(d) Applications for building permits that require excavation of sand seaward of the Coastal Construction Control Line must comply with the Beach Sand Quality regulations as described in Sec. 34-2 to 34-8 of the Town Code of Ordinances.

Section 4. Code Amendment. The Code of Ordinances of the Town of Surfside, Florida Section 90.5 "Compliance with Regulations" is amended to add paragraph (12) to read as follows:

Section 90.5. Compliance with regulations.

(12) No building that requires a permit to place excavated sand seaward of the Coastal Construction Control Line shall be erected or moved unless applicant has complied with Sections 34-2 to 34-8 and Section 14-28 of the Town Code of Ordinances.

Section 5. 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 validity.

Section 6. 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 7. 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 8. Effective Date. This Ordinance shall be effective adoption on second reading.

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, CMC, Town Clerk

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

Linda Miller, Town Attorney

PASSED and ADOPTED on first reading this ___ day of _____, 2015.
PASSED and ADOPTED on second reading this ___ day of _____, 2015.

VOTE ON ADOPTION:

Commissioner Barry R. Cohen yes _____ no _____
Commissioner Michael Karukin yes _____ no _____

**Proposed Ordinance
Deborah Cimadevilla 2-26-2015**

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Commissioner Marta Olchyk
Vice Mayor Eli Tourgeman
Mayor Daniel Dietch

yes _____ no _____
yes _____ no _____
yes _____ no _____



Town of Surfside Commission Communication

Agenda Item: 9 I

Agenda Date: March 10, 2015

Subject: Sand Relocation Options

Background: During the Special Sand Meeting of February 12, 2015, two items were under consideration, the new ordinance establishing the standards to be applied to sand excavated from then sites of future projects and the final location of the sand excavated from the Surf Club Project.

The Commission approved the First Reading of the new ordinance and directed Staff to present it to the Planning and Zoning Board for its recommendation. The information to be presented to the Planning and Zoning Board had to include the amendments presented during the hearing, by the Vice-Mayor.

At that Town Commission meeting, the Corporate Counsel for the Developer of the Surf Club Project proffered the sum of \$250,000.00 subject to three conditions:

1. That the Town use the funds to import sand to be placed on top of the existing sand,
2. That the already excavated sand remain in place, and
3. That Ms. Deborah Cimadevilla's counsel reaches an agreement with the Developer.

Additionally, the Corporate Counsel suggested that the Town pursue contributions from other developers to be used to pay the cost of bringing and placing the additional sand on our beach.

During the preparation of the Sand Ordinance for Planning and Zoning Board meeting, Town Attorney prepared modified language that included suggestions presented at the Special Sand Meeting of the Town Commission. This is the redlined version to be presented under Item 4 A 2. The night of the Planning and Zoning meeting, counsel for Ms. Cimadevilla presented a different version of the proposed Sand Ordinance modifying both the First Reading version, and the modified version presented to the Planning and Zoning Board. Other residents provided comments, all of which are included in Item 9-H.

The recommendations of this Board are presented through the Town Attorney's Office under Item 4 A 2.

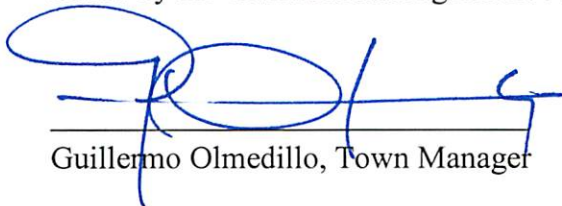
At the time this report is prepared only two options remain:

1. Should counsels for the Developer and Ms. Cimadevilla reach a final agreement, then accept the proffered funds and proceed with bringing "Ortona quality" sand and place it on top the existing sand.
2. Leave the existing sand in place and condition the issuance of any certificates of occupancy to meeting all the requirement of the environmental agencies who have jurisdiction over the issued permits.

The timing for this project is important. The first option requires the modification of the existing FDEP permits, a survey of the beach to ascertain the amount of sand that is permitted under the existing template, and the actual operation of importing and placing the sand.

The cost of this project can be estimated; however final cost depends on the specifications and the actual bids that we may receive.

The second option does require that the Developer meet all conditions contained in the permits issued by the environmental agencies. No further action necessary.



Guillermo Olmedillo, Town Manager