



**Town of Surfside
Town Commission Meeting
AGENDA
March 8, 2016
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.

Rule 6.05 Agenda. The good and welfare portion of the agenda set for 8:15 p.m. shall be restricted to discussion on subjects not already specifically scheduled on the agenda for discussion and debate. In no event shall this portion of the agenda be allotted more than 45 minutes with each speaker to be given no more than three minutes, unless by vote of a majority of the members of the commission present, it is agreed to extend the time frames. Likewise, commission members shall be restricted to speaking three minutes each unless an extension is granted in the same manner as set forth in the prior sentence.

Any person who received compensation, remuneration or expenses for conducting lobbying activities is required to register as a lobbyist with the Town Clerk prior to engaging in lobbying activities per Town Code Sec. 2-235. "Lobbyist" specifically includes the principal, as defined in this section, as well as any agent, officer or employee of a principal, regardless of whether such lobbying activities fall within the normal scope of employment of such agent, officer or employee. The term "lobbyist" specifically excludes any person who only appears as a representative of a not-for-profit corporation or entity (such as charitable organization, a trade association or trade union), without special compensation or reimbursement for the appearance, whether direct, indirect, or contingent, to express support or opposition to any item.

Per Miami Dade County Fire Marshal, the Commission Chambers has a maximum capacity of 99 people. Once reached this capacity, people will be asked to watch the meeting from the first floor.

** 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.*

1. Opening

- A. Call to Order**
- B. Roll Call of Members**
- C. Pledge of Allegiance**
- D. Mayor and Commission Remarks – Mayor Daniel Dietch**
- E. Agenda and Order of Business Additions, deletions and linkages**
- F. Community Notes – Mayor Daniel Dietch**
- G. Surfside Police Department (SPD) Re-Accreditation – Guillermo Olmedillo, Town Manager**

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.

A. Minutes – Sandra Novoa, MMC, Town Clerk

February 9, 2016 Regular Commission Meeting Minutes

B. Budget to Actual Summary as of December 31, 2015 – Guillermo Olmedillo, Town Manager

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

- 1. See Click Fix**
- 2. Development Applications**
- 3. Commercial Property Maintenance Standards Workshop**
- 4. Payments on Code Compliance Cases**
- 5. Programs**
- 6. Police Department Re-Accreditation**
- 7. Police Civilian of the Year**
- 8. Police Department Personnel Changes**
- 9. 2015 Leo Awards Finalists**
- 10. Police Events**
- 11. 88th Street End/ Beach Access**
- 12. Dumpsters**
- 13. Information Technology and TV Broadcasts**

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

E. Committee Reports – Guillermo Olmedillo, Town Manager

- November 19, 2015 Pension Board Minutes
- January 20, 2016 Coastal Issues Committee Meeting Minutes
- January 28, 2016 Planning and Zoning Board Meeting Minutes
- March 2, 2016 Coastal Issues Committee Draft Report

F. Donation to Do the Right Thing Program – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS IN THE AMOUNT OF \$500.00 FOR A DONATION TO THE “DO THE RIGHT THING OF MIAMI, INC.” PROGRAM FROM THE FISCAL YEAR 2015/2016 GENERAL FUND, OTHER GRANTS/AID, ACCOUNT NO. 001-1000-511-8300; PROVIDING FOR APPROVAL AND AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

G. Marta Olchyk Day: After-the-Fact Resolution – Mayor Daniel Dietch

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AN AFTER-THE-FACT PROCLAMATION PROCLAIMING MARCH 8, 2016 AS “MARTA OLCHYK DAY”; PROVIDING FOR APPROVAL AND AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

H. Approve a proclamation designating April 17, 2016 as the Town’s Arbor Day to be recognized as a Tree City USA participant and authorize the Mayor to execute – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN OF SURFSIDE ADOPTING A PROCLAMATION HONORING THE IMPORTANCE OF TREES FOR THE TOWN OF SURFSIDE’S COMMUNITY AND ENVIRONMENT; PROCLAIMING APRIL 17 IN THE TOWN OF SURFSIDE AS “ARBOR DAY”; PROVIDING APPROVAL AND AUTHORIZATION; PROVIDING FOR AN EFFECTIVE DATE.

4. Ordinances

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

A. Second Reading Ordinances

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

B. First Reading Ordinances

5. Resolutions and Proclamations

(Set for approximately 8:15 p.m.) (Note: Depends upon length of Good and Welfare)

A. Town Commission Climate Change Urging Resolution – Mayor Daniel Dietch

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA, URGING THE UNITED STATES CONGRESS TO ESTABLISH A FUND TO FINANCIALLY ASSIST AND SUPPORT LOCAL GOVERNMENTS, SUCH AS THE TOWN OF SURFSIDE, FLORIDA IN DEVELOPING AND IMPLEMENTING SOLUTIONS TO SEA LEVEL RISE AND RELATED IMPACTS; DIRECTING THE TOWN CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO EACH MEMBER OF THE FLORIDA CONGRESSIONAL DELEGATION, EACH MEMBER OF THE MIAMI-DADE COUNTY COMMISSION AND EACH MAYOR OF THE MUNICIPALITIES IN MIAMI-DADE COUNTY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR APPROVAL AND AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

B. Approval to improve the Southwest parking lot at Town hall – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE EXPENDITURE OF FUNDS FOR THE RESTRUCTURING AND REPAVING OF THE TOWN HALL SOUTHWEST PARKING LOT; AMENDING THE TOWN'S BUDGET FOR FISCAL YEAR 2015/2016; AUTHORIZING THE APPROPRIATION AND EXPENDITURE IN THE AMOUNT OF \$30,000.00 FROM THE FISCAL YEAR 2015/2016 MUNICIPAL PARKING FUND, IMPROVEMENTS OTHER THAN BUILDING ACCOUNT; ACCOUNT NO. 402-9500-545-6310; PROVIDING FOR APPROVAL AND AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- C. Resolution Authorizing Issuance of a contract for mandated smoke testing of the sanitary sewer system utilizing a previously competitive bid contract with a vendor providing similar services within the State – Guillermo Olmedillo, Town Manager**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS IN THE AMOUNT OF \$11,238.49 TO CONTRACT WITH USSI TO PROVIDE SEWER SMOKE TESTING SERVICES FROM THE FISCAL YEAR 2015/2016 WATER AND SEWER FUND, ACCOUNT NO. 401-9900-536-3110; PIGGYBACKING OFF THE COMPETITELY BID CONTRACT AWARDED BY TOHO WATER AUTHORITY; PROVIDING FOR APPROVAL AND AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- D. Approval for work authorization No. 96 to Calvin Giordano & Associates for Traffic Signal Modification Engineering – Guillermo Olmedillo Town Manager**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING CALVIN, GIORDANO & ASSOCIATES, INC. WORK AUTHORIZATION NO. 96 FOR ENGINEERING, SURVEYING AND DESIGN SERVICES FOR MODIFICATION TO THE EXISTING TRAFFIC SIGNALS; AMENDING THE TOWN'S BUDGET FOR FISCAL YEAR 2015/2016; AUTHORIZING THE APPROPRIATION AND EXPENDITURE IN THE AMOUNT OF \$84,994.62 FROM THE CITIZENS INDEPENDENT TRANSPORTATION TRUST FUND FROM THE FISCAL YEAR 2015/2016 MUNICIPAL TRANSPORTATION FUND RESERVES, ACCOUNT NO. 107-8500-549-3110; PROVIDING FOR APPROVAL AND AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

E. Recommendation to the United States Coast Guard to Support the Modification of the Operating Schedule for the 63 Street Bridge and the 96 Street Bridge – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA, SUPPORTING THE UNITED STATES COAST GUARD MODIFICATION OF THE OPERATING SCHEDULE OF THE 63RD STREET BRIDGE ACROSS INDIAN CREEK, MILE 4.0 AT MIAMI BEACH, FLORIDA, PURSUANT TO DOCKET NUMBER USCG-2015-0940; URGING THE UNITED STATES COAST GUARD TO CONSIDER MODIFICATIONS TO THE OPERATING SCHEDULE OF THE 96TH STREET BRIDGE ACROSS BAY HARBOR ISLANDS; DIRECTING THE TOWN CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO THE FEDERAL ERULEMAKING PORTAL, THE CLERK OF THE CITY OF MIAMI BEACH, THE CLERK OF THE TOWN OF BAY HARBOR ISLANDS, THE CLERK OF THE VILLAGE OF BAL HARBOUR, THE CLERK OF THE CITY OF NORTH MIAMI AND THE CLERK OF MIAMI-DADE COUNTY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR APPROVAL AND AUTHORIZATION; 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. Recommendation to Modify the Travel Lanes at 90 Street and Harding Avenue – Guillermo Olmedillo, Town Manager

B. Condominium Termination Law Urging Resolution – Mayor Daniel Dietch

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.

The Commission for Florida Law
Enforcement Accreditation, Inc.

We it hereby know that the

Surfside Police Department

has voluntarily complied with the required standards as set forth by
The Commission for Florida Law Enforcement Accreditation, Inc.,

and is hereby awarded this

Certificate of Reaccreditation

effective on this

24th day of February 2016

and hereby shall be recognized as an accredited agency for a term of three years.

[Signature]

Chairman of the Commission



[Signature]

Executive Director



**Town of Surfside
Town Commission Meeting
MINUTES
February 9, 2016
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 7:01 P.M.

B. Roll Call of Members

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

Vice Mayor Tourgeman arrived at 7:04 p.m.

C. Pledge of Allegiance

Police Chief Allen led the Pledge of Allegiance

D. Mayor and Commission Remarks – Mayor Daniel Dietch

Commissioner Cohen expressed his gratitude for the opportunity to serve on the Commission for the past two years. He thanked the Commission for working very well together and accomplishing many things. He looks forward to working together again in the future. He asked for thirty seconds of silence to reflect on all the difficulties we now have in the world.

Vice Mayor Tourgeman payed tribute to an outstanding resident Alberto Aguirre and asked for a moment of silence in his memory. Commissioner Olchyk said the Parks and Recreation Committee has approved a brick to be placed at the Center in his memory.

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

Commissioner Olchyk made a motion to add Item 9E to discuss 87th Terrace. The motion received a second from Commissioner Karukin and all voted in favor.

F. Community Notes – Mayor Daniel Dietch

Mayor Dietch announced the upcoming community events which can be found in the Gazette and on the Town's website. Vice Mayor Tourgeman announced that on February 18th there will be a "Groovy 60ish Party."

2. Quasi-Judicial Hearings (None)

3. Consent Agenda

Commissioner Karukin made a motion to approve the consent agenda. The motion received a second from Commissioner Olchyk and all voted in favor with Commissioner Cohen absent for the vote.

A. Minutes – Sandra Novoa, MMC, Town Clerk

December 8, 2015 Quasi-Judicial Hearing Minutes

January 12, 2016 Regular Commission Meeting Minutes

B. Budget to Actual Summary as of November 30, 2015 – Guillermo Olmedillo,
Town Manager

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

1. See Click Fix
2. Development Applications
3. Commercial Property Maintenance Standards Workshop
4. Payments on Code Compliance Cases
5. Parks and Recreation Programs
6. Police Department Re-Accreditation
7. Uniform Crime Report
8. 2015 Leo Awards Finalists
9. Police Events
10. Pressure Washing/Trash Pick up
11. Survey
12. 2016 Election Candidates’ Forums
13. Information Technology and TV Broadcasts
14. Beach Access

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

E. Committee Reports – Guillermo Olmedillo, Town Manager

- November 18, 2015 Coastal Issues Committee Meeting Minutes
- December 14, 2015 Tourist Board Meeting Minutes
- December 16, 2015 Coastal Issues Committee Meeting Minutes
- December 17, 2015 Planning and Zoning Board Meeting Minutes
- January 11, 2016 Tourist Board Meeting Minutes

F. Purchase of a Visual Message Sign – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, (“TOWN”) AUTHORIZING THE EXPENDITURE OF FUNDS IN THE AMOUNT OF \$11,000.00 FROM THE FISCAL YEAR 2015/2016 MUNICIPAL PARKING BUDGET FUND ACCOUNT NO. 402-9500-545-6410, FOR THE PURCHASE OF A VISUAL MESSAGE SIGN; PROVIDING FOR APPROVAL AND AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approved on consent.

4. Ordinances

A. Second Reading Ordinances

1. Second Floor Balcony – Guillermo Olmedillo, Town Manager

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90, ARTICLE IV “DISTRICT REGULATIONS”; SPECIFICALLY AMENDING SECTION 90-48. “MODIFICATION OF SIDE AND REAR YARD REGULATIONS”; CLARIFYING SECOND FLOOR BALCONIES OR TERRACES WILL NOT BE COUNTED TOWARDS THE SETBACK; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Sandra Novoa read the title of the ordinance

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

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

2. Vacant Lot Fencing Ordinance Amendment – Guillermo Olmedillo, Town Manager

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 14 “BUILDINGS AND BUILDING REGULATIONS”; ARTICLE III “PROPERTY MAINTENANCE STANDARDS”; SPECIFICALLY AMENDING SECTION 14-55 “MAINTENANCE OF VACANT LOTS”; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Sandra Novoa read the title of the ordinance. Addressing resident's concerns, the Mayor explained that vacant lots must now have decorative fences not chain link as these lots are sometimes untidy.

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

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

3. Contract Requirements for Non-Discrimination – Commissioner Barry Cohen

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 3 "PURCHASING"; SPECIFICALLY CREATING SECTION 3-1.1. "NON-DISCRIMINATION; CONTRACT REQUIREMENTS; WAIVER"; PROHIBITING THE TOWN FROM PROCURING GOODS OR SERVICES FROM, OR OTHERWISE CONTRACTING WITH A BUSINESS WHICH ENGAGES IN THE BOYCOTT OF A PERSON OR ENTITY BASED ON RACE, COLOR, RELIGION, GENDER, OR NATIONAL ORIGIN; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Sandra Novoa read the title of the ordinance

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

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

The Mayor thanked Commissioner Cohen for bringing this item forward.

B. First Reading Ordinances

No first reading ordinances

5. Resolutions and Proclamations

A. Town Commission Recognition Policy and Procedures – Mayor Daniel Dietch

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, (“TOWN”) ESTABLISHING THE TOWN’S RECOGNITION POLICY AND PROCEDURE; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

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

B. Support for Conservation Land Acquisition – Mayor Daniel Dietch

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA, URGING THE FLORIDA LEGISLATURE TO ALLOCATE \$300 MILLION OF THE FUNDS IN THE LAND ACQUISITION TRUST FUND ANNUALLY TOWARD LAND ACQUISITION; DIRECTING THE TOWN CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO THE FLORIDA LEGISLATURE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR APPROVAL AND AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Dietch presented the item.

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

6. Good and Welfare

Mayor Dietch opened the public speaking.

Public Speakers:

-Rick Superstein met with the Historic Preservation Board and gave an update. He asks the community to come and work together. He suggests that a Surfside Historic Preservation Committee be formed.

-Marianne Meisheid spoke about the Coastal Issues Committee and would like a report forthcoming soon as several months have passed and they have not heard from them.

-George Kousoulas wanted to clarify some of this remarks made at the last meeting as he thought some may have been misconstrued regarding the Planning and Zoning Board. He said the Board has a very large and difficult task and would like the Commission to give them the tools they need to make good decisions. He also spoke on sea level rise and mentioned things that may have to be considered.

-Marilyn Carroll spoke on historic preservation and feels the Committee is somewhat hostile to Surfside. She asked if the town attorney would be attending their next meeting.

-Rebecca Shionis spoke about the yellow “Children at Play” signs that are placed in the street and feels they give a false sense of security and children should not be playing in the street. She also spoke on the 95th and Harding crossing as it is difficult to cross that street. She also mentioned they need some input from the Coastal Issues Committee.

-Virginia Holly Rango said she recently inherited the home from her mother and is now paying almost double the taxes with less services. She had a question regarding a resident decal for her rental car.

Commissioner Olchyk said she was very concerned about the Coastal Committee with no recommendations presented in the past six months. Commissioner Karukin also expressed his disappointment with the Committee and asks they refocus and come back with some recommendations.

Mayor Dietch spoke about historic properties and thanked Mr. Superstein. He also thanked Mr. Kousoulas for clarifying his statements of last month. He addressed Ms. Shionis concerns about children playing in the street and encourages parents take them to the park. He also responded to Ms. Rango and trying to get a resident decal for a rental car. He also spoke about gating and it does not necessary mean residents will stop speeding or there would be less crime.

Commissioner Cohen was not in favor of street signs that say children at play. He also spoke about sea level rise and feels this is an important issue.

No one else wishing to speak the Mayor closed the public hearing.

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. Solid Waste Assessment Survey – Guillermo Olmedillo, Town Manager

Manager Olmedillo presented the results of the survey as the new system is volume based. Director Kroll said the survey was distributed but only received five responses. Commissioner Olchyk spoke to residents and the reply from most residents was it didn't make any difference whether they answered the survey or not because the town does what it likes and does not listen to them. Her condo board did respond with negativity and felt what was done was unfair. Manager Olmedillo said let us go forward and try to readjust the schedule especially when a pick-up falls on a holiday. Director Kroll said there are pick-ups on holidays and if not it is then picked up the next day. Commissioner Olchyk reiterated that people are not happy even though they did not respond and feel they are being neglected and are paying more for less service. There was further discussion with different points of view. Mayor Dietch suggested a Solid Waste Workshop to better understand the new system.

B. Traffic Mitigation Efforts – Guillermo Olmedillo, Town Manager

Chief Allen gave an update on the item. Commissioner Karukin thanked the Chief for his efforts and asked if anything could be done on Collins and Harding. The Chief said they would have to work with neighboring police communities and it would be difficult to resolve as traffic is bad from Broward down to Dade Counties. Stop signs, speed tables, closing streets, and the danger of children on skateboards and bicycles were discussed. Residents feel that speeding has to be better enforced. Chief Allen said many citations have been issued in the residential areas and the department is doing their very best to enforce speeding violations. The Mayor thanked Chief Allen for his initiatives. The Mayor gave his views on the item and made some suggestions that may be helpful. He mentioned 94th & Harding and believes this has to be looked into as it is hazardous crossing.

Vice Mayor Tourgeman left the meeting at 8:38 p.m.

C. Paced Development – Guillermo Olmedillo, Town Manager

Manager Olmedillo gave an updated report. Commissioner Karukin spoke on the item and his concerns that we may have exceeded our pace development. Commissioner Karukin thanked the Manager to keep this item ongoing. He asked about the water/sewer project and if an analysis was done. Chris Giordano gave more details on the water/sewer item.

Public Speaker George Kousoulas spoke about the burden and hassle of construction and the best case we have against construction is water and sewage. Commissioner Cohen asked how old the water/sewer system is. Chris Giordano responded with what has been done to update the pipes. He feels government should not get involved in private enterprise and pace development and is not in favor of another study. He thanked Mr. Kousoulas for his accurate study and agreed that we will not see this much development in the future.

Commissioner Olchyk is not in favor of more studies as by the time action is taken the studies are obsolete.

There was further discussion on density, zoning capacity and traffic.

Mayor Dietch spoke about the adverse effect all the new development has had on the quality of life of the residents and the benefits will be seen in the future. He agrees with Commissioner Cohen who said this item should be left to the next Commission but should not be let go but revisited after March 15.

The item will be brought back after March 15, 2016 under the new Commission.

D. Recognition of Committee Member – Guillermo Olmedillo, Town Manager

Commissioner Cohen made a motion that the presentation ceremony be held on March 8, 2016 at 5:30 p.m. The motion received a second from Commissioner Karukin and all voted in favor.

Manage Olmedillo reminded the Commission that the Pension Board needs a new member and an appointment is needed.

E. 87th Terrace (item added by Commissioner Olchyk)

Commissioner Olchyk spoke of the problems residents are facing in having access to the beach area. Manager Olmedillo said he has conflicting surveys which he has to look into. The Manager was asked to provide weekly updates to the Commission and be added to the Town Manager's Report and provide a resolution by the next meeting.

10. Adjournment

The meeting adjourned at 9:23 p.m.

Respectfully submitted,

Accepted this _____ day of _____, 2016

Daniel Dietch, Mayor

Attest:

Sandra Novoa, MMC
Town Clerk

TOWN OF SURFSIDE, FLORIDA
MONTHLY BUDGET TO ACTUAL SUMMARY
FISCAL YEAR 2015/2016

AS OF

December 31, 2015

25% OF YEAR EXPIRED (BENCHMARK)

Agenda Item #

Page

1 of 3

Agenda Date:

March 8, 2016

GOVERNMENTAL FUNDS	ACTUAL	ANNUAL BUDGETED	% BUDGET
GENERAL FUND			
REVENUE	\$7,083,704	\$12,429,832	57%
EXPENDITURES	3,519,344	\$12,429,832	28%
Net Change in Fund Balance	3,564,360		
Fund Balance-September 30, 2015 (Unaudited)	5,362,611 A		
Fund Balance-December 31, 2015 (Reserves)	<u>\$ 8,926,971</u>		
RESORT TAX (TEDAC SHARE)			
REVENUE	\$ 92,340 B	\$661,870	14%
EXPENDITURES	103,215	\$661,870	16%
Net Change in Fund Balance	(10,875)		
Fund Balance-September 30, 2015 (Unaudited)	345,969		
Fund Balance-December 31, 2015 (Reserves)	<u>\$ 335,094</u>		
POLICE FORFEITURE/CONFISCATION			
REVENUE	\$ -	\$80,000	0%
EXPENDITURES	20,844	\$80,000	26%
Net Change in Fund Balance	\$ (20,844)		
Fund Balance-September 30, 2015 (Unaudited)	112,666		
Fund Balance-December 31, 2015 (Reserves)	<u>\$ 91,822</u>		
TRANSPORTATION SURTAX			
REVENUE	\$ 33,387	\$260,350	13%
EXPENDITURES	37,812	\$260,350	15%
Net Change in Fund Balance	(4,425)		
Fund Balance-September 30, 2015 (Unaudited)	435,359		
Fund Balance-December 31, 2015 (Reserves)	<u>\$ 430,934</u>		
CAPITAL PROJECTS			
REVENUE	\$ 49	\$152,700	0%
EXPENDITURES	68,794	\$152,700	45%
Net Change in Fund Balance	(68,745)		
Fund Balance-September 30, 2015 (Unaudited)	647,342		
Fund Balance-December 31, 2015 (Reserves)	<u>\$ 578,597</u>		

NOTES:

* Many revenues for October 2015 are received in subsequent months (timing difference) and are recorded on a cash basis in the month received. December 2015 revenue accounts include the reversal of revenues that are for the prior fiscal year.

A. Includes \$2,000,000 available for hurricane/emergencies. The balance of \$3,362,611 is unassigned fund balance (reserves).

B. Resort Tax Revenues total collected through November 2015 is \$323,221, (\$92,340 is the TEDAC and \$230,881 is the General Fund). Revenues collected in December 2015 are for Resort Tax Registration Renewals.

Town of Surfside
Fund Balance (Reserves)
12/31/2015

FUND	9/30/2013	9/30/2014	9/30/2015	12/31/2015
General	\$ 5,304,042	\$ 6,366,391	\$ 5,362,611	\$ 8,926,971
Resort Tax	94,497	180,297	345,969	335,094
Police Forfeiture	138,143	159,626	112,666	91,822
Transportation Surtax	131,475	396,740	435,359	430,934
Capital	255,263	849,445	647,342	578,597
Water & Sewer	(5,261,333)	(3,501,884)	(1,846,415)	(101,027)
Parking	1,056,574	1,000,355	1,096,280	1,154,498
Solid Waste	227,274	116,662	425,634	202,819
Stormwater	2,520,512	3,838,412	4,029,729	4,444,418
Total	\$ 4,476,447	\$ 9,406,044	\$ 10,609,175	\$ 16,064,126

ENTERPRISE FUNDS

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

WATER & SEWER

REVENUE	\$ 780,166	\$3,098,177	25%
EXPENDITURES	295,554	\$3,098,177	10%
Change in Net Position	484,612		
Unrestricted Net Position-September 30, 2015 (Unaudited)	(1,846,415)		
Restricted Net Position	1,260,776		C1
Unrestricted Net Position-December 31, 2015 (Reserves)	\$ (101,027)		C2

MUNICIPAL PARKING

REVENUE	\$ 272,087	\$1,042,000	26%
EXPENDITURES	213,869	\$1,042,000	21%
Change in Net Position	58,218		
Unrestricted Net Position-September 30, 2015 (Unaudited)	1,096,280		
Unrestricted Net Position-December 31, 2015 (Reserves)	\$ 1,154,498		

SOLID WASTE

REVENUE	\$ 374,368	\$1,576,387	24%
EXPENDITURES	597,183	\$1,576,387	38%
Change in Net Position	(222,815)		
Unrestricted Net Position-September 30, 2015 (Unaudited)	425,634		
Unrestricted Net Position-December 31, 2015 (Reserves)	\$ 202,819		

STORMWATER

REVENUE	\$ 123,781	\$678,848	18%
EXPENDITURES	56,232	\$678,848	8%
Change in Net Position	67,549		
Unrestricted Net Position-September 30, 2015 (Unaudited)	4,029,729		
Restricted Net Position	347,140		C3
Unrestricted Net Position-December 31, 2015 (Reserves)	\$ 4,444,418		

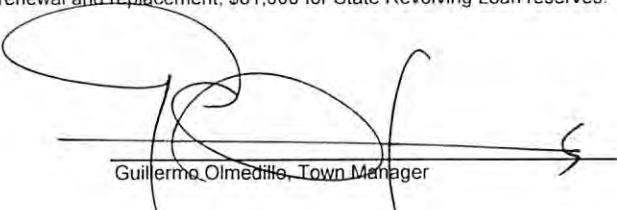
NOTES:(con't)

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 (\$101,027) is the result of a change in current net position as of December 2015 of \$484,612 net position as of September 30, 2015 of (\$1,846,415) 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
 **ATTACHMENT


 Guillermo Olmedillo, Town Manager



TOWN MANAGER'S REPORT MARCH 2016

COMMUNITY PROGRAMS / INITIATIVES / ENHANCEMENTS

1. **See Click Fix** -- Report attached.

PLANNING, ZONING AND DEVELOPMENT

2. Development Applications

A. 9133-9149 Collins Avenue – A site plan application for the Surf Club II has been received and a Development Review meeting was held on September 4, 2015. The applicant received Staff comments and will be required to resubmit revisions prior to scheduling of future meetings. The plans include restoring a 16 dwelling unit historic building (the Seaway Villas) and adding a 34 unit, 12 story building immediately north of the Surf Club I.

B. 9011 Collins Avenue – A site plan amendment application for the northwest building at the Surf Club has been received. A Development Review meeting has not been scheduled at this time.

C. 9011 Collins Avenue – A site plan amendment application to add one pool and modify the landscaping at the rear of the Surf Club site has been received. A Development Impact Committee meeting was held on February 11, 2016. The Planning and Zoning Board is expected to hear this application in March.

D. 9300 Collins Avenue – A site plan application for 68 townhouse units, replacing 101 multifamily units, has been submitted. A Development Review meeting is scheduled for March 10, 2016.

E. 8851 Harding Avenue – a site plan application for 23 units was submitted in 2014. A development review meeting was held in January 2015. No resubmittal has been received to date.

TOWN DEPARTMENTS

Code Compliance

3. Commercial Property Maintenance Standards Workshop

The Town of Surfside held a Commercial Property Maintenance Standards Workshop on January 28, 2016. Commercial property owners, their lessees and Town staff members were in attendance.

The Town Manager showed the attendees photos that were taken by him on December 1, 2015 during an inspection of the East Harding Avenue businesses that abut the alleyway. The photos illustrated the current condition of the rear of the buildings adjacent to the alleyway, as well as cars that were improperly parked in or near the alley right-of-way. The Town Manager explained the effect that the

depicted code violations have on the Town and the business on Harding Avenue, and the responsibility of property owners and their lessees of adhering to the Town's property maintenance standards. A question and answer session was also held.

Following the Workshop, the Code Compliance Director mailed out an informational letter to each Harding Avenue property owner to advise them that the Town will begin strict enforcement activities in the business district beginning the week of March 15, 2016.

4. Payments on Code Compliance Cases

Unresolved Code Compliance cases accrue fines until the code violation is resolved. After the violation is abated, then the property owners are notified to remit the fine amount due. In many cases, the fine amount is either paid, settled via a settlement agreement, or referred to the Town's Special Master for a hearing and ruling on the fine amount due.

The following is a summary by Fiscal Year:

FY 15/16: 59 cases have submitted payments totaling \$76,630

FY 14/15: 26 cases paid/settled for a total of \$86,869

FY 13/14: 6 cases paid/settled for a total of \$67,293

FY 12/13: 9 cases paid/settled for a total of \$15,750

FY 11/12: 8 cases paid/settled for a total of \$16,875

Parks and Recreation

5. Programs

- The Parks and Recreation Department hosted the 10th Annual Town of Surfside 5K run February 21. The event had 155 runners participate in the event held on the beach walking path and hard pack. The event featured food, DJ, and awards ceremony.
- The Miami Dolphins held its annual Cancer Challenge Ride on February 20, 2016. The ride began at the University of Miami continued through Miami-Dade County and ended at Sun Life Stadium. The Challenge Ride began in 2010 and has raised over \$11.5 million. The Town of Surfside 96th Street Park was a host site to provide a water station for the ride challenge. The park hosted approximately 500 participants throughout the ride on that day. This is the first year the Town of Surfside was a designated water station. We hope to continue the relationship for future Miami Dolphins Cancer Challenge events.
- The Community Center Pool and Water Tot Lot Spring maintenance was completed February 24 and the pool opened to the public on February 25, 2016 as scheduled.
- The Town of Surfside 12th Annual Spring Egg Hunt will be held on Saturday March 19, 2016 at 96th Street Park from 10:00 am – 12:00 pm. The 5th Annual Splash into Spring will be held at the Community Center on Saturday, March 26, 2016 from 10:30 am – 12:00 pm.

- This will be the third year of the Spring Adventure Camp held at the Community Center during school spring break March 21 - March 25. This program has had over 45 participants per year and the same number is projected this Spring.

Police Department

6. Police Department Re-Accreditation

The Surfside Police Department is an Accredited Law Enforcement Agency through the Commission for Florida Law Enforcement Agencies (CFA), Inc. The Surfside Police Department under the leadership of Chief David Allen successfully achieved initial CFA Accreditation in 2009, and Re-Accreditation in 2012. The Surfside Police Department underwent its second Re-Accreditation assessment on January 20 - 21, 2016 that covered the 2012-2015 time frame. The on-site assessment was conducted by three CFA assessors and the Surfside Police Department was successful in the assessment and the CFA Team made a recommendation for Re-Accreditation status. The Re-Accreditation assessment is a rigorous process to ensure that law enforcement agencies are maintaining the highest standards of ethics, professionalism, and are utilizing best practices in conformance with established standards and the law. The recommendation of the CFA Assessment Team was presented to the full commission of the CFA on February 24, 2016 in Saint Augustine, Florida and the full CFA Commission voted unanimously to approve the Re-Accreditation of the Surfside Police Department for another three year period.

The Surfside Police Department is proud to be an accredited law enforcement agency through CFA and demonstrating to the community that the agency is committed to the highest standards of professional law enforcement service.

7. Police Civilian of the Year

Danny Sanchez was named the 2015 Police Civilian of the Year. Daniel is the Surfside Police Department's only Community Service Aide (CSA). His position of Community Service Aide has many responsibilities including writing reports, issuing citations, investigating traffic crashes, parking enforcement, traffic details, beach patrols, and responding to non-criminal calls and other patrol functions. CSA Sanchez is also the Police Department's quartermaster and assistant fleet manager. He volunteers to assist with many of the Surfside Police Department crime prevention and community activities such as the Citizens Police Academy, Police Teen Summer Camp Program, Dog Safety Expo, and the women's self-defense classes. In addition, he oversees the Intracoastal (Surfside, Bal Harbour and Bay Harbor Island) Police Explorer Program. He recently graduated over 40 cadets from the Miami-Dade Schools Police Explorers Academy at the Miami-Dade College School of Justice as an advisor. Danny was also recognized with four separate Police Civilian of the Month Awards in 2015 and is a finalist for the prestigious Miami-Dade LEO Support Services Award. He also assisted the accreditation manager in the Police Department's re-accreditation assessment in December.

8. Police Department Personnel Changes

Effective March 14, 2016, Surfside Parking Enforcement Officer Angel Melendez will begin his law enforcement career as a new police officer with the Aventura Police Department. Angel worked as a lifeguard for the Parks and Recreation Department before becoming a Parking Enforcement Officer

for the Police Department. Angel attended the police academy last year on his own time while working full time for SPD. His last day of work with the Town of Surfside is March 13, 2016. Angel has been an excellent employee and will be missed by all of us.

9. 2015 Leo Awards Finalists

Officer Craig Lovellette, Communications Operator Peter Filiberto, Community Service Aide Daniel Sanchez and Executive Assistant Dina Goldstein have been selected as finalists for the prestigious 2015 Miami-Dade County LEO Awards. The winners will be chosen at the awards ceremony on March 19, 2016 at Jungle Island.

10. Police Events

- The Police Department received a DAVID Audit Site inspection from the Florida Highway Safety and Motor Vehicles on March 1. The audit ensured that Surfside Police Department is in compliance with all regulations and practices of the Department of Florida Highway Safety and Motor Vehicles.
- Destination Fashion is an event taking place at the Bal Harbour Shops on March 5 from 3:00 p.m. to 11:00 p.m. Officer Don McGavern and Officer Edward Carrasquillo will work the event in conjunction with the Bal Harbour Police Department.
- The monthly Bike with the Chief will be March 30, 2016 at Town Hall; Coffee with the Cops will be March 25, 2016 at Starbucks.

Public Works

11. 88th Street End / Beach Access

Public Works has completed the work on 88th Street end making it open to the hard pack for emergency vehicles and Public Works crews. A paver sidewalk was put in on the north side, new trees and shrubs were planted, and a new shower was installed on the north side by the hard pack. All work and material to complete this project was funded by the Surf Club with supervision by Public Works.

Work is complete on the 88th Street extension to the hard pack. Signs have been installed to let people know that the newly opened road is for emergency vehicles and Public Works vehicles. This is not a through street to the beach.

12. Dumpsters

Public Works has begun distributing the poly dumpsters starting with the restaurants, then moving into the multi-family. The old and deteriorated dumpsters are being scrapped. The remaining useable dumpsters will be painted and used for recycle dumpsters.

PROJECTS PROGRESS UPDATES

13. Information Technology and TV Broadcasts

Audio/Video upgrades are scheduled to begin on March 17 and should be completed by the end of March. The radio upgrades for the Police Department have been approved and should be installed before the end of March. IT is gathering pricing to upgrade the computers for Town Staff. The wireless air cards for the Police Department will be upgraded in the first week of March. The online bill pay platform will be updated in March with additional options for resident payments.

Respectfully submitted:



Guillermo Olmedillo, Town Manager

Town of Surfside, FL

Between Jan 01, 2008 and Feb 24, 2016

278 issues were opened

273 issues were closed

The average time to close was 44.2 days.

Issues by Source



SERVICE REQUEST TYPE	OPENED	CLOSED	DAYS TO CLOSE
Other	80	80	20.8
Police (Safety Concern)	53	53	9.8
Beach Issue	28	28	23.0
Code Compliance (Violation)	24	21	67.6
Street lights (PW)	17	17	331.0
Parking Issue	10	10	1.0
Code Compliance (Safety Concern)	12	12	138.3
96 Street Park (P & R)	7	7	4.5
Surfside Dog Park (P & R)	6	6	1.4
Drainage/Flooding (PW)	7	7	37.7
Barking Dog	5	4	21.7
Utilities (Water/Sewer) (PW)	5	5	0.6
Hawthorne Tot-Lot (P & R)	4	4	5.2
Pothole (PW)	4	4	5.6
Dog Stations (P & R)	4	4	0.2
Community Center (P & R)	3	3	0.1
Graffiti (PW)	3	3	25.2
Construction Issues	3	2	0.7
Solid Waste (Residential) (PW)	2	2	2.6
Solid Waste (Commercial) (PW)	1	1	0.0
Beach Patrol	0	0	0.0
Dead Animal	0	0	0.0
Graffiti (in park) (P & R)	0	0	0.0
Veterans Park (P & R)	0	0	0.0

Town of Surfside, FL

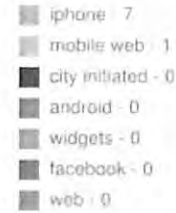
Between Feb 01, 2016 and Feb 24, 2016

8 issues were opened

9 issues were closed

The average time to close was 34.7 days.

Issues by Source




SERVICE REQUEST TYPE	OPENED	CLOSED	DAYS TO CLOSE
Other	5	5	2.6
Beach Issue	0	1	8.9
Dog Stations (P & R)	1	1	0.7
Drainage/Flooding (PW)	1	1	0.7
Code Compliance (Violation)	0	1	289.2
Construction Issues	1	0	0.0
96 Street Park (P & R)	0	0	0.0
Barking Dog	0	0	0.0
Beach Patrol	0	0	0.0
Code Compliance (Safety Concern)	0	0	0.0
Community Center (P & R)	0	0	0.0
Dead Animal	0	0	0.0
Graffiti (PW)	0	0	0.0
Graffiti (in park) (P & R)	0	0	0.0
Hawthorne Tot-Lot (P & R)	0	0	0.0
Parking Issue	0	0	0.0
Police (Safety Concern)	0	0	0.0
Pothole (PW)	0	0	0.0
Solid Waste (Commercial) (PW)	0	0	0.0
Solid Waste (Residential) (PW)	0	0	0.0
Street lights (PW)	0	0	0.0
Surfside Dog Park (P & R)	0	0	0.0
Utilities (Water/Sewer) (PW)	0	0	0.0
Veterans Park (P & R)	0	0	0.0



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

TO: Town Commission

FROM: Linda Miller, Town Attorney 

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

DATE: March 8, 2016

SUBJECT: Office of the Town Attorney Report for March 8, 2016

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

February 8, 2016 – Parks and Recreation Committee Meeting

February 9, 2016 – Town Commission Meeting

February 11, 2016 – Development Impact Committee Meeting - Surf Club Amendment

February 17, 2016 – Special Master Hearing

February 17, 2016 – Coastal Issues Committee Meeting

February 25, 2016 – Design Review Board Planning and Zoning Board Meeting

March 2, 2016 – Coastal Issues Committee Meeting

March 3, 2016 – Miami-Dade County Mayor's Advisory Work Group - Historic Preservation

March 7, 2016 – Parks and Recreation Committee Meeting

March 7, 2016 – Tourist Board Meeting

March 8, 2016 – Town Commission Meeting

Resolutions prepared and reviewed:

- Approving an after-the-fact Proclamation proclaiming March 8, 2016 as “Marta Olchyk Day”
- Proclamation Honoring the Importance of Trees for the Town of Surfside’s Community and Environment; Proclaiming April 17 in the Town of Surfside as “Arbor Day”
- Sewer Smoke Testing Services
- Supporting the United States Coast Guard Modification of the operating schedule of the 63rd Street Bridge and urging modification of 96th Street Bridge operating schedule
- Authorizing the expenditure of funds in the amount of \$500.00 for a donation to the “Do the Right Thing of Miami, Inc.
- CGA Work Authorization No. 96 – Traffic Signal Detectors engineering services
- Restructuring and Repaving the Town Southwest parking lot
- Urging the United States Congress to establish a fund to financially assist and support local governments, such as the Town of Surfside, Florida in developing and implementing solutions to sea level rise

Town Commission/Town Manager:

- Review Interlocal agreement on shuttle bus for service between Surfside, Bal Harbour, and Bay Harbor Island
- Preparation for Miami-Dade County Mayor’s Advisory Work Group - Historic Preservation
- Communicate with Florida Conservation Coalition on Amendment 1 Land Acquisition support resolution
- Guidance on Committee and Board term limits
- Provide information and research on sea level rise efforts of Town
- Review and discuss drainage issue on 96th Street and Abbott Avenue
- Review Miami-Dade County Sewer Consent Agreement
- Research condominium termination laws

Town Clerk:

- Counsel, research and follow-up on election process

February 25, 2016 Planning and Zoning and Design Review Board:

Design Review Board Applications:

- A. 9477 Harding Avenue - reverse channel LED lettering sign for a restaurant
- B. 9349 Collins Avenue - the applicant received approval at the January 28, 2016 Design Review Board meeting for a monument sign on facing Collins Avenue with a marble veneer with frosted glass to provide the LED sign. The sign has been revised therefore, the applicant submitted a new style with an aluminum backing for push through lettering
- C. 9257 Dickens Avenue - new two story single-family residence
- D. 9464 Byron Avenue – addition of a bedroom at the front of the home

Planning and Zoning Board:

- A. 9464 Byron Avenue

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA PLANNING AND ZONING BOARD CONSIDERING THE APPLICATION OF 9464 BYRON AVENUE TO PERMIT A PRACTICAL DIFFICULTY VARIANCE FROM THE REQUIREMENTS OF SECTION 90-49 OF THE TOWN OF SURFSIDE CODE OF ORDINANCES PURSUANT TO SECTION 90-36.1 OF THE TOWN OF SURFSIDE CODE OF ORDINANCES; TO PERMIT 7% ADDITIONAL LOT COVERAGE FOR AN ADDITION AND RENOVATION TO THE FIRST FLOOR OF THE EXISTING SINGLE FAMILY HOME; PROVIDING FOR RECOMMENDATION OF APPROVAL; PROVIDING FOR AN EFFECTIVE DATE.

Discussion Items:

1. Single Family Massing

Coastal Issues Committee:

- Review and follow-up ongoing matters

Building Department/Code Enforcement:

- Follow up with Code Enforcement and Building Official for on-going settlement of cases
- Review of Code Procedures and preparation for Special Master proceedings
- Review beachfront special events policy

Parks and Recreation:

- Earth Day Contract with Youth Environmental Alliance
- Review Cintas contract

Tourist Bureau/Downtown Vision Advisory Board/Tourist Board:

- Research use of Resort Tax

Public Works:

- Research parcel 119 at NW 47th Avenue

Police Department:

- Research U.S. Coast Guard rules and procedures regarding 63th Street and 96th Street operational modification

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

1. On June 28, 2014, Claimant alleges while walking in the east alley behind 9577 Harding Avenue she fell through a broken storm grate and sustained severe lacerations to her right leg. FMIT is investigating this claim.
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 and the Town has filed a response.
3. Claimant alleges a false arrest on June 1, 2014. FMIT is investigating this claim.
4. Pieter Bakker v. 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 a Third Amended Petition for Writ of Certiorari. The Town and Young Israel have filed a response to the Third Amended Petition for Writ of Certiorari and a request for Oral Argument.

5. Parker, et. al. v. American Traffic Solutions, et. al: United States District Court for the Southern District of Florida Civil Action No. 1:14-CV-24010. This is a class action case brought by plaintiffs who have received red light traffic violations against vendors who contract with municipalities and counties for red-light camera services (American Traffic Solutions “ATS”, “Xerox State and Local Solutions “Xerox”, and Gatso) along with 69 municipalities and counties. The complaint alleges that the local government defendants have improperly outsourced to the vendors their legislatively granted authority to issue traffic citations and unlawfully delegated to the vendor defendants the authority to determine whether a traffic violation has occurred. The Town and other Defendants filed a Motion to Dismiss. The Court dismissed the federal claims, however, did not dismiss the claims for unjust enrichment, declaratory and injunctive relief. The Court has stayed the case during the pendency of an appeal. This matter has been fully briefed and awaits the Court’s decision. This case has been scheduled for Oral Argument during the week of May 16, 2016, in the 11th Circuit Court of Appeals in Miami, Florida.
6. Henderson v. Police Officer Carrasquillo and Police Officer Fernandez. On May 12, 2015 a complaint was served stating that on December 11, 2010, Mr. Henderson was arrested for Battery on a Law Enforcement Officer, Disorderly Conduct and Resisting Arrest Without Violence. The complaint alleges malicious prosecution against the Officers. Discovery is ongoing.

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



**TOWN OF SURFSIDE
PENSION BOARD MEETING**

Thursday, November 19, 2015 – 2:00 p.m.
9293 Harding Avenue - Town Hall - Chambers

MINUTES

Pension Board Members

Michael K. Feldman, Chair
N. Abraham Issa
Guillermo Olmedillo
Sgt. Julio E. Torres
Yamileth “Yami” Slate-McCloud

Town of Surfside Consultants

Burgess Chambers, Burgess Chambers & Associates
Grant McMurry, Highland 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 meeting was called to order by the Secretary, Guillermo Olmedillo at 2:05pm.

All of the above noted Pension Board members were present with the exception of Michael Feldman & Yamileth Slate-McCloud who were absent.

Also in attendance were the above noted Town staff and the following consultants with the following exceptions: Frank Wan attended for Burgess Chambers and Adam Levinson attended for Klausner & Kaufman.

Robert J. Dorfman the Managing Director at UBS Asset Management (Americas) was also in attendance.

Adam Levinson suggested that we add to the next agenda selection of a new chair. The only requirement for the new chair is that they must be a trustee.

2. Approval of Minutes

- a. Regular Pension Board Meeting – *August 13, 2015*
Abraham Issa made a correction to the minutes to reflect the language that the Board look at alternative investments to bonds to add to the Board’s investment policy.

MOTION:

The Town of Surfside Pension Board recommended approval of the August 13, 2015 minutes of the Regular Board meeting as amended. Abraham Issa moved; Julio Torres seconded. The motion passed unanimously.

3. Agenda Additions and Deletions

None.

4. Public Participation

None.

5. Reports and Updates

a. Burgess Chambers & Associates

- Investment Performance Quarter Ending September 30, 2015

Frank Wan provided an overview of the Investment Performance Quarter Ending September 30, 2015.

During the quarter the Retirement Plan experienced a market based loss of \$883,000 or -5.0% (-5.1% net), in line with the strategic model (-4.9%).

For the Fiscal year, the Plan lost \$54,000 or -0.3% (-0.7% net), ahead of the strategic model (-1.3%) and ranked in the 42nd percentile.

For the rolling five-year period, the Plan earned 7.4% per year, (7.0% net).

Highland's core equity performance was ahead of its benchmark for the three-year period (14.2% vs. 12.4%) and ranked in the top 19th percentile. This is a significant improvement.

- Westwood Accounting Software System Notification

Included in the agenda for review was Westwood Accounting Software System Notification

- MEPT Summary Ending September 30, 2015

Included in the agenda for review is the Westwood Holdings Summary Ending September 30, 2015.

- MEPT: The Quarterly Trust Report (3rd Quarter Results)

Included in the agenda packet is the MEPT: The Quarterly Trust Report (3rd Quarter Results)

Larry Wilson entered the meeting at 2:12pm.

Adam Levinson inquired about recovery of the MLP asset classes; Frank confirmed that although the numbers were 25% on the downside, the Plan recouped approximately 8% from the quarter.

MOTION:

The Town of Surfside Pension Board recommended approval of Burgess Chambers Investment Performance Report for period ending the September 30, 2015 Abraham Issa moved; Julio Torres seconded. The motion passed unanimously

b. Robert J. Dorfman – Managing Director at UBS Asset Management (Americas)

Frank Wan reminded the Board that hedge funds are unconstrained strategies to invest globally for the sake of making an absolute return.

Frank Wan hopes that the presentation will help the Board find an alternative to traditional sets of stock and bonds in the portfolio to help us get to a 7.5% return of investments.

Robert Dorfman provided an overview of UBS Hedge Fund Solutions and what the company has to offer.

UBS Hedge Funds Solutions is a unified, entrepreneurial platform created to provide multi-manager alternative investment solutions.

Investors navigating through equity markets can experience both ups and downs in the market on year-by-year basis.

While the effect of adding hedge funds may be to increase long-term return, emphasis has been placed on reducing volatility.

The goal of UBS is to deliver 4-4 ½ % return over cash, but they have been able to do that with 3-4% volatility.

Frank Wan stated that as stocks become stable and fixed income become less stable then alternative investments would be a great substitute for bonds.

c. Highland Capital Management

- Portfolio Appraisal as of August 31, 2015
Grant McMurry provided an overview of the Portfolio Appraisal as of August 31, 2015.
- Investment Review Ending September 30, 2015
Grant McMurry provided an overview of the investment Review for Quarter Ending September 30, 2015
- Portfolio Appraisal as of September 30, 2015

- Grant McMurry provided an overview of the Portfolio Appraisal as of September 30, 2015.
- Portfolio Appraisal as of October 31, 2015
Grant McMurry provided an overview of the Portfolio Appraisal as of October 31, 2015.

d. Klausner & Kaufman

- Attorney's Report

Adam Levinson thanked the Finance Department for posting the disclosures. Adam will walk-through the disclosures at the next meeting.

Adam Levinson advised that in previous meeting there were talks to increase the employee contribution. Adam advised that the process is delayed because there is a union petition underway for the general employees to unionize. It isn't appropriate to move forward with the ordinance at this time, so that there's no conflict with respect to unfair labor practice.

e. Larry Wilson – Gabriel Roeder Smith

- Experience Study

Larry Wilson went over the Experience Study.

Actual assumption need to be in line with the plan.

Larry Wilson advised that the prior general employee increase assumptions were understated and the opposite for the police officers, it was higher. Larry Wilson is recommending an increase in general assumptions for general employees and a reduction for the police. The effect is .66% of pay.

Larry advised that he's been looking at the rate of return at 7.5% and started looking at the rate of return at 7.25%, which would increase the cost for the police and not the general employees.

Police would cost more due to the extent that they are funded, the demographics, they have the ability to retire early.

Larry Wilson advised that going to 7.25% won't increase the Town's contribution.

MOTION:

The Town of Surfside Pension Board recommended approval of Larry Wilson's Experience Study Report to lower the assumption to 7.25% Julio Torres moved; Abraham Issa seconded. The motion passed unanimously

Larry Wilson exited the meeting at 3:03pm.

6. Administrator

- a. Refunds of Contributions:
 - Nissa Benjamin Term: September 25, 2015 \$2,947.75
 - Gaspar Matos – DROP Refund Contribution \$8,665.62

MOTION:

The Town of Surfside Pension Board recommended approval of the refund of contributions for Nissa Benjamin and Gaspar Matos. Abraham Issa moved; Julio Torres seconded. The motion passed unanimously.

- b. Retiree Beneficiary David Springer (Presented by Adam Levinson)

Retiree David Springer passed prior to his retirement collection date of November 2016. Mr. Springer made his elections and Adam advised that it is appropriate to pay the benefits to the spouse starting November 2016.

- c. Edner Mehu Retirement Letter
Included in the agenda packet is Edner Mehu’s retirement letter.

- d. Department of Management Services Approval Memo for 2014 Annual Reports for the Surfside Police & General Pension Plan

The annual reports for the Pension Plan for 2014 were approved by the Department of Management Services.

7. Approval of Invoices

- a. Highland Capital Management
 - Invoice #10269 10/7/2015 \$ 7,499.63

MOTION:

The Town of Surfside Pension Board recommended approval of Highland Capital Management invoice for \$7,499.63. Abraham Issa moved; Julio Torres seconded. The motion passed unanimously.

- b. Klausner & Kaufman
 - Invoice #17217 8/31/2015 \$ 4,816.50
 - Invoice #17322 10/2/2015 \$ 486.03
 - Invoice # 17460 10/31/2015 \$ 57.00

Total \$ 5,359.53

MOTION:

The Town of Surfside Pension Board recommended approval of Klausner & Kaufman invoice for \$ 5,359.53. Julio Torres moved; Abraham Issa seconded. The motion passed unanimously.

c. Marcum, LLP

- Invoice #10586268 9/30/2015 \$ 541.00
- Invoice #10591367 10/31/2015 \$ 3,508.00

Total \$ 4,049.00

MOTION:

The Town of Surfside Pension Board recommended approval of Marcum, LLP invoice for \$ 4,049.00 Julio Torres moved; Abraham Issa seconded. The motion passed unanimously.

d. Frantza Duval

- Invoice #16-01 11/4/2015 \$ 427.50

MOTION:

The Town of Surfside Pension Board recommended approval Frantza Duval invoice for \$ 427.50 Julio Torres moved; Abraham Issa seconded. The motion passed unanimously.

e. SunTrust Bank

- Invoice #6895223 10/27/2015 \$ 4,487.24

MOTION:

The Town of Surfside Pension Board recommended approval of SunTrust Bank invoice for \$4,487.24. Abraham Issa moved; Julio Torres seconded. The motion passed unanimously.

f. Mayte Gamiotea

- Invoice #16-01 11/4/2015 \$ 4,162.50

MOTION:

The Town of Surfside Pension Board recommended approval of Mayte Gamiotea invoice for \$4,162.50. Abraham Issa moved; Julio Torres seconded. The motion passed unanimously.

g. Town of Surfside

- Sage Software Order #100002834860 (See attached) \$ 909.00

MOTION:

The Town of Surfside Pension Board recommended approval of Town of Surfside invoice for \$909.00. Abraham Issa moved; Julio Torres seconded. The motion passed unanimously.

8. New Business

Frank Wan will present a sample amended alternative investment policy at the next meeting.

Adam Levinson advised that someone needed to contact Michael Feldman and have him complete a Form -1-F, Final Disclosure.

In talking about a replacement Chair and the process, Guillermo Olmedillo suggested Abraham as candidate for interim Chair once Feldman presents his resignation and until there's a full Board, which may be after election.

9. Trustees' Comments/Concerns

10. Next Regular Scheduled Meeting Date

- February 24, 2016 (Wednesday) @ 2:00 pm

11. Adjournment

There being no further business to come before the Board, the meeting unanimously adjourned at 4:20 pm with the motion made by Julio Torres; receiving a second from Abraham Issa.

Accepted this 24 day of February, 2016

N. Abraham
Member (Print)

[Signature]
Signature

Attest: [Signature]

Frantza Duval
Recording Clerk



**Town of Surfside
Coastal Issues Committee
MINUTES**

January 20, 2016 – 7:30 pm
Town Hall Commission Chambers
9293 Harding Ave, 2nd Floor, Surfside, FL 33154

1. Call to Order and Roll Call

Chair Larisa Alonso called the meeting to order at 7:34 pm.

Recording Clerk Nissa Benjamin called the roll with the following members present: Chair Larisa Alonso, Vice Chair Daniel Gielchinsky, Committee Secretary Bertha Goldenberg, Committee Member David Carmona, and Committee Member Lou Cohen.

Other officials present: Mayor Daniel Dietch; Assistant Town Jane Graham, Town Manager Guillermo Olmedillo; Code Compliance Director Alan Graham; Director of Tourism, Economic Development & Community Service Duncan Tavares; and Parks and Recreation Director Tim Milian.

2. Approval of Minutes – November 18, 2015 and December 16, 2015

Vice Chair Gielchinsky had two corrections to the November Minutes. On the third page, third full paragraph, second sentence changed the word “long” to “wrong”. On the next page, the second full paragraph should read “...because between 88th and 90th Streets the setbacks will not allow to place chairs today”.

Vice Chair Gielchinsky made a motion to approve the November 18, 2015 Minutes, subject to the two changes. The motion received a second from Committee Member Carmona and all voted in favor.

Vice Chair Gielchinsky made a motion to approve the December 16, 2015 Minutes. The motion received a second from Committee Member Carmona and all voted in favor.

Chair Alonso said that of the purpose of the meeting is to work on the recommendations to the Commission. Secretary Goldenberg will write them up and it will be submitted to the Commission at the March meeting.

Vice Chair Gielchinsky asked about the drafting of the ordinance language.

Town Manager Olmedillo said that the Committee will make recommendations on the principles of the ordinance, but not specific language. At the last Commission meeting Commissioner Olchyk asked for the Committee to bring some recommendations.

Assistant Town Attorney Graham said the item will be submitted to the Commission for discussion, and then the attorneys will write the ordinance based on the recommendations.

3. Miami-Dade County Sustainability Initiatives Discussion

Town Manager Olmedillo introduced James Murley (Chief Resilience Officer, Miami-Dade County Office of Resilience, Regulatory and Economics Resources Department). He stated that Jim Murley is a very distinguished person, who was part of Governor Chiles Cabinet, as

Department of Community Affairs (DCA) Secretary. They have served together in many committees. Mr. Murley was also Executive Director of the South Florida Regional Planning Council. He also was part of Florida Atlantic University. He is very respected in the field.

Mr. Murley thanked the Committee and the Mayor for the invitation. He has been with County only 3 months, but he has long been involved with the issue. He worked at the national level with NOAA on the Coastal Program. He understands the importance of local governments. Mr. Murley said:

There is some activity at the state level. He has always been curious about barrier islands, they are a unique entity, between water bodies and the ocean. They are the most attractive places to live and we have the responsibility to protect. Miami-Dade County's creation of the Office of Resilience reflects the growing realization in government and academia, and outside that we live in a climate that is changing. Just driving here, he was listening on the radio that last year was warmest year on record and it beat the previous warm year on record by about 0.23 degrees (F); which in the scheme of global climate is a significant change. We see actual the ocean rising and intense tides, and now in the County they are about one foot higher than what they have been. These are causing uncertainty on what we used to think.

Miami-Dade County Commission met today, on an item which was not on the agenda, they amended an item, that was previously passed, reflecting longer and continued dedication to nourishing the beaches, which is a challenge, based on what we have been talking about. There are many benefits to beach re-nourishment and many parties involved. The nourishment and the dunes are important features of protecting the beaches. The County remains committed to funding.

On the non-funding side, the Board of County Commissioners has been focused on getting info on rising sea. About three years ago, they created the Sea Level Rise Task Force and Harvey Ruvin was the Chair. Mr. Ruvin was previously elected as Mayor of a neighboring City and Miami-Dade County Commissioner, and then Clerk of the Courts. He is a great promoter of beach communities. The Task Force came with recommendations and Commissioner Sosa has taking the lead on these issues, she is tenacious. The County and the Water and Sewer Department are taking these things into consideration, in the great infrastructure projects we are facing.

The Sea Level Rise Resolutions have become action points for the Mayor and our Office. We are focused on insurance and last week had a meeting with the largest re-insurance companies, Lloyds, Swiss-Re, and others; and the Mayor attended. We have a great deal of County infrastructure that we have to insure, but also we want to know what we can do so that the outside world can see that we are taking the issues seriously and mitigating the impacts. We want to take these threads seriously. Even these insurance companies didn't have black and white formulas; they are still grappling with it. The Mayor has asked us that we continue to meet with them.

We prepared action items, for Tallahassee, dealing with securing funding for purchasing land, not only on the barrier islands, because there is very little left, but areas in the south; which won't have to be insured later. We have an initiative, really comes from

Tallahassee, which empowers cities to examine, thru their Comprehensive Planning process, a mechanism called Adaptation Action areas (AAAs). The terminology talks to the range of tools that we can implement when we adapt to the climate. There are vulnerable areas, which you as a local government can focus on. These are tools that the City can use; it is voluntary not dictated. The County is moving on in implementing some pilots.

One of the issues that Clerk Ruvlin forced thru the Task Force is about large investments in infrastructure that the County may have to make in the future. If I can draw an analogy, the County, recently directed the Water and Sewer Department, where Bertha holds responsible position, to implement a very large long-range program to upgrade the water and sewer, and the collection pipes. This has been undertaken with an eye on how we protect against storm surge and sea level rise. This is just one example. We need to look at transportation and other things in a comprehensive way. We studied what has been done in New York, after Hurricane Sandy, New Orleans, San Francisco, and some projects overseas; and we are going to be presenting a model to the County Commission moving down that road with a comprehensive approach.

You have access to the Regional Climate Change Compact; Betsy was there last month. She is a very active member from the City of Miami Beach. The Compact was created by the four counties (Palm Beach, Broward, Miami-Dade, and Monroe), but we have been actively getting the municipalities involved. Yesterday, there was a municipal working group, and I think Surfside participated. That is what you should be doing, staff can participate in the information flow. There is the Annual Summit and a host of things and opportunities that reflect the fact that Southeast Florida, seven years ago, decided that we couldn't afford to wait for the politics of Tallahassee and Washington. There is bipartisan support, to support this effort.

Some things are happening in Tallahassee and they are in Session. I have seen a couple of bills in coastal flooding, SB546, they are trying to focus on flooding issues that come from high tides, over long run from rising seas. The most recent bill, ties new funding sources, both at the Division of Emergency Management and a funding program called the Florida Communities Trust.

Another item that will be with us for the next few years is the allocation of Amendment 1 dollars. Seventy five percent voted YES for the Amendment. It is allocating a significant amount of money to a host of issues. One of them is beach nourishment, land acquisition, management of natural resources, and water quality. There is a list of issues that are important to the community. Need to keep talking to the legislation. The dollars come from real estate documentary stamps and they pool at the State level. Forty percent come from South Florida, so we are contributing to the pot and need to have those dollars come back. They are coming from development in our community, which are causing impacts, and those dollars need to come back to our community to address the impacts. Need to work with the cities and counties leagues, just keep the input positive.

Nationally, we are closely monitoring the flood insurance program, which is undergoing change initiated two or three years ago, but the trend is to make the program pay its way.

That will impact a lot of our residents. This is a national program run by FEMA, but it is critical like the State Wind Program.

Chair Alonso thanked Mr. Murley for his presentation and opened up for questions.

Committee Member Cohen asked if the \$10 million allocation is reality. He responded that it is real, it is an allocation to match the Corps of Engineers allocation.

Committee Member Cohen asked to be more specific about beach nourishment. He responded that this is particular stretch of beach that has been aligned to be enhanced. Mayor Dietch explained the \$10 million background. He said that:

The Mayor from Miami Beach and others have formed the Beach Alliance to draw attention to the lack of funding for beach re-nourishment. It is a combination of dollars, the County puts 25 percent, it is matched by 25 percent from the State, and 50 percent from the federal government; and that makes up the pot of money. We have put some political pressure on the Mayor and the administration of the County, to not forget that the beach is the number one economic engine of the County. The Mayor got creative, and he said, we have money allocated through these bond programs, what if we can borrow money that has already been allocated for another purpose and move it over to beach re-nourishment to start the process and eventually we will repay the money. So, we called the mayors of the Beach Alliance and went to the Bond Oversight Committee and supported the Program, but not just the initial allocation of \$10 million dollars, this is to start the Program and keep the money coming. It was received favorably by the County Committee and it was brought to the full Commission, where the Mayors showed up in support. Miami Beach will be getting the first funding. The Commission was receptive to the idea; they know how important it is for the County. Today, there was an administrative change to ensure the funding is allocated properly. This is large-scale beach nourishment like we saw in Bal Harbour recently. The difference is that they used bypass sand, and we are not so fortunate.

Related to the multi-agency jurisdiction, the federal government that identifies the sources of sand, this past fall completed the sand source study. The comment period was opened and it was closed, in October. The report is done and identifies three sources. One is from the Homestead area, the Redlands, Ortona near Lake Okeechobee, and further north of the Lake. That is a very important step that the source has been identified, and the County has allocated the money. Miami Beach will get the benefit in the next year or two and then Surfside and Sunny Isles will follow. The information is available at the website.

Secretary Goldenberg asked Mr. Murley if any of that changed at the Commission meeting. Mr. Murley responded that not, it was a change caught by the attorneys, that the money needed to be upfront and then the bond was set-up to be reimbursable. He said that there is an overall commitment, his Office is tasked with the projects, and this is all part of resilience.

Vice Chair Gielchinsky thanked Mr. Murley for coming to address the Committee and stated that what he was talking about, sustainability, is what he thinks this Committee ought to be working on, in terms of raising awareness, getting the word out there, being a community leader on these issues. The Vice Chair asked what communities could be thinking in terms of infrastructure improvements to mitigate sea level rise. Mr. Murley responded:

We have used the term mitigation in the past, but in the climate context it has to do with the global effort to reduce CO₂ emissions. If Surfside, Miami-Dade County, and Florida were to be totally successful with that, we will still need the rest of the world; and that is what the COP in Paris was all about. People feel that is the responsibility we all have, not just talking about adapting to these changes, but our role in reducing green house gases. We are in a position to be talking to the rest of the world, telling India and China that they need to do a whole lot more. It is an evolving thing, but things that you can do: in Florida our emissions are mainly from producing electricity and transportation. In transportation, it all starts with the vehicle, you can go from a bicycle to a car; and in between there are many choices that consumers make. This is a market driven situation. The electric vehicle is not as competitive. A community can do what he sees up front, making the rental of bicycles available to facilitate that; pedestrian friendly environment, buses, trolleys, like the circulator in Surfside. These are the things that you are probable already doing. A difficult one in Florida is the generation of electricity towards non-carbon sources, which is part due to the decisions that the large generators make, such as FPL. They are controlled by the Public Service Commission and they have their own corporate goals. Today, the County Commission moved towards creating PACE (Property Assessed Clean Energy).

Mayor Dietch stated that Surfside was one of the original communities creating the Clean Energy Coastal Corridor, so the Town is now a PACE community. Mr. Murley said that they are trying to now move on the same direction countywide. He said that they have a goal in this County, which was set years ago, to reduce green house gases emissions, from the 2007 levels, by 75 percent by 2050. He said that some will happen because more efficient automobiles, FPL has moved to natural gas, and as consumers we can make our opinion known.

Committee Member Cohen asked about Tallahassee interest on high tides, because there have been many bills in both houses that never got approved. Mr. Murley said that you never know if a bill will pass in a 60-day session. He said there is one sponsored by Senator Brandes, who is a member of the current leadership in the Senate, and he got a bill passed last year. He said the Senator and he has a good collision of insurance companies, environmental organizations, and it is not a typical controversial bill, which is trying to give cities tools to address coastal flooding. He said the Senator is hopeful because there is also a sponsor in the House and he already got it thru a couple of committees.

Chair Alonso asked Mr. Murley to elaborate on the AAAs and the pilot programs. Mr. Murley responded:

They have not been initiated; the document that the staff took to the County Commission in October or November had the plan moving forward. County Commissioner Sosa already passed another resolution pushing to move forward. They would like to run pilots on an incorporated area and a city area. They are thinking that it may be delineated by drainage basins. These are hydrological basins in south Florida, which are normally created by large drainage canals. The County does a lot of modeling to look at that. Bertha may be involved more that he is. The County has spent many funds over the years to get good science and the challenge is how to move from the science to some action. There is national organization called the Natural Land Institute, who is active in the region and we are asking them for help. He is open to partner with cities.

Chair Alonso asked what type of programs Surfside could implement. Mr. Murley recommended that the Town talk to the City of Fort Lauderdale, since they have similar intra-coastal areas and they are designating AAAs.

Mayor Dietch asked about the Million Trees Program, and whether it is in the Office of Resilience. Mr. Murley said he thinks is in Parks and Open Spaces Department. He asked Secretary Goldenberg and she responded that is a bigger program than the Adopt a Tree, which is run by RER-DERM. The Mayor said that he would like to find the connective, to address the habit of planting palm trees, which he is suggesting that we move away from that to have trees that provide greater diversity and greater shade; the more trees we have the better we are in addressing climate change.

Secretary Goldenberg asked if, when the County has Adopt a Tree Events, they are advertised in the Town. Mayor Dietch responded that yes, for many years since the citrus canker problems. He closed the item by stating the importance of the inter relationship between the County and the local governments, in supporting these sorts of initiatives; and if there is any legislative action that you are looking for support from the local communities; please let us know. Mr. Murley said that is the same message he got from Commissioner Heyman, who encouraged him to make those connections, at the municipal level.

The Committee, the Mayor, and the Manager thanked Mr. Murley.

4. Earth Day Beach Event

Duncan Tavares, Director of Tourism, Economic Development & Community Services, said that staff in response to request from the Committee to have a community event, looked for a day around Earth Day, and the day of April 17, 2016 was chosen. He handed out a list of proposed activities, participants, and volunteers. He acknowledged Lee Gottlieb with the Youth Environmental Alliance, to talk about dune planting on that day, which something that is more hands on. Lee's group is very experienced on that and has many volunteers. Tim Milian, Parks and Recreation Director, is working on arts and craft activities, from things you find on the beach. They are going to reach out to the hotels and visitors.

Chair Alonso suggested Kids Ecology Corps and the University of Florida Cooperative Extension. Secretary Goldenberg said the Extension was on the previous list from the Vice Chair and she is going to talk to them next week; they do presentations on Florida Friendly Plants and Rain Barrel Workshops. Chair Alonso suggested the local Garden Club. She saw t-shirt give away and thinks tree give aways will be more appropriate. Mr. Tavares added that the event is the week before Bayanza.

Vice Chair Gielchinsky thanked the staff for what they have done so far to prepare for the event.

5. Noise and Litter Ordinance Presentation

Alan Graham, Code Compliance Director, made a presentation of the Town's existing Chapter 54, Offenses Involving Public Peace and Order (noise) and Chapter 34, Litter in our Environment He handed out a written summary of both chapters.

Chair Alonso asked about the restrictions for lawn mowers. Mr. Graham said mowing is allowed on weekdays from 8:00am to 6:00pm.

Chair Alonso asked if this covers events at the beach. Mr. Graham said that if it is scheduled and permitted function, then the police will be involved and if the music is too loud, they would take appropriate action, if required.

Vice Chair brought up fire works on the beach. He has called the police on this, on a Holiday, and they have not been very responsive.

Secretary Goldenberg said that the existing ordinances seem very comprehensive and asked whether anything needs to be added.

Vice Chair Gielchinsky made a motion to open the public comment. The motion received a second from Secretary Goldenberg and all voted in favor.

Public Speakers:

-Terry Cohen said that the noise ordinance is missing wind chimes. Her neighbor has a huge wind chime that doesn't let her sleep. She asked to please add large wind chimes. Also, her neighbor used to leave the music on 24-7. She called police, they came, but her neighbor doesn't answer. She also asked about lawn mower time.

- Jeff Platt said he lives next door to the Waverly Hotel-Condo. He called Hotel because every week they rent out the building to party people, set-up back yard for wedding, parties, and loud music.

After the public comments, the Committee discussed the ordinances. Mr. Graham clarified how the Town enforces the ordinances.

Chair Alonso suggested telling the Commission that the Committee reviewed the ordinances and found them sufficient to cover any issues at the beach.

Code Director Graham said that if the beach furniture ordinance passes, he would brief property owners and include the noise and litter.

Town Manager Olmedillo said that the condo associations are the best to keep the order. It is like self-regulation.

Chair Alonso passed the gavel and made a motion to include this as part of report, that the Committee reviewed the Litter and Noise Ordinances and that we at this point are satisfied, but it is an ever-changing issue, and that we support Mr. Graham in his future efforts to educate the properties on the beach in terms of the Litter and Noise Ordinances and any other coastal issues. The motion received a second by Committee Member Carmona and the motion carried 4-1, with Committee Member Cohen in opposition.

Committee Member Cohen explained his negative vote by saying that Mr. Graham is doing his job anyway, and we can send a note to the Commission that we are proud of what he is doing and he doesn't think a motion is needed.

6. Beach Furniture Draft Ordinance

Town Manager Olmedillo said that he would like to see the recommendations from the Committee and that Item 7 is related and there is a timing issue. He suggested that the Committee make a motion to ask the Commission to continue the Committee past the March election, for one more meeting to complete the final report. Mayor Dietch said that every two years there is a lag, and you lose momentum.

Vice Chair Gielchinsky asked whether he could wear two hats. Assistant Town Attorney Graham said they would have to look into the legality of that. Vice Chair Gielchinsky clarified that he is running for the Commission and doesn't want to get into a position to reappoint himself. If there is a vote, he would abstain.

A member of the public asked to address the Committee on the point of order and impartiality. He was directed to address it during public comment.

Committee Member Cohen said that he has made personal observations of the beach since the first of the year, in mid-morning and in mid-afternoon. Many condos have furniture on the beach, almost all from 95th to 94th. The only real beach furniture he has seen is at Grand Beach Hotel. They put their furniture out at about 6:30 to 7:00 in the morning, and he counts the chairs, about 25; by mid morning, they still have 25 and by mid-afternoon 10 more, but the rest of the beach to the north doesn't have more than 10 chairs out; and condos have chairs but not too many people are using them. He said that south of there is the same and he has not seen too many people on the chairs. He added that for five months, the Committee has been discussing a problem of beach furniture that he sees no problem with; he thinks that the ordinance is okay so we have some management of the beach. He said he wants to present something to the Commission.

Committee Member Carmona said that he thought that the goal of the ordinance was to take proactive measures. Chair Alonso agreed with Mr. Carmona and she asked Assistant Town Attorney Graham if she had anything to present to the Committee.

Assistant Town Attorney Graham answered some questions from the November meeting. The question from Chair Alonso as to whether condos could still contract with vendors, per the October motion, the answer is yes, based on the "who". She thinks there are some conflicts between some motions, but will wait to hear from Committee.

Vice Chair Gielchinsky made a comment about the November motion on the number of chairs. Assistant Town Attorney Graham responded that the Committee needs to have some scientific bases, to back up the restrictions. She said the Committee's proposal was only based on comments from people from Surfside and not the general public. Vice Chair Gielchinsky said that he is concerned about the third component of the motion, opening set-up. Chair Alonso is concerned with the second part of the motion, which established percentages. Committee Member Carmona clarified that was related to beach access. Chair Alonso clarified that the 80 percent has to do with frontage. Town Manager Olmedillo said that the street ends couldn't be used to place chairs.

Vice Chair Gielchinsky made a motion to review the November 18, 2015 motion for the purpose of having continued discussions about the three components of the motion, as well as inviting public comments, on those aspects of the motion. The motion received a second from Secretary Goldenberg and all voted in favor.

Vice Chair Gielchinsky asked the Chair if she had any number in mind to replace the third component. She said that she did not have any number. She has looked at many town ordinances and she likes the one from Sanibel, which doesn't have any numbers and only allows positioning of the chairs as needed. She said they have not had any legal challenges and it has been proven to work.

Vice Chair Gielchinsky said that if the hotels don't have chairs pre-set, they are not accommodating their guests. Chair Alonso said that Sanibel has not had a problem with that. Vice Chair Gielchinsky is most concerned about the unintended consequences of the ordinance.

All Committee members discussed the number on initial chairs.

Secretary Goldenberg said that she still thinks there has to be some boundaries, the 80% or some other number and setbacks. Chair Alonso said that the number could be challenged.

Public Speakers:

- Jeff Platt said he lives on the ocean and agrees with Jane that Surfside is a public beach and the Committee is privatizing the beach. You are saying this is your property and you can set-up there. The Grand Beach puts out more than 25 chairs, just count the number of chairs they have stock-up. The Committee should consider ocean front property only. He said there is a property on Bay Harbour Island, which is planning to use our beach.

Vice Chair Gielchinsky asked Assistant Town Attorney Graham to confirm that the Committee has already defined the permittee as upland property owners. Ms. Graham confirmed that the motion passed at the October Committee Meeting.

-Joel Simmonds said that the system as it is right now is working and it is based on the discussion that they had with the Town and they scaled back the operation based on the comments. He said they are setting up the chairs on as needed basis, which meets the safety and welfare concerns. He said the ordinance is based on what it is happening right now, because it is working.

- William Spencer said he represents the Grand Beach Hotel and the Surf Club and he wants to bring the point of order he brought up earlier, which has not been resolved; which is the participation of the Chair due to apparent concerns over conflicts and impartiality. Chair Alonso clarified that the issue has been resolved and asked if the Town Attorney has not communicated that to them. She said that has been communicated by Joseph Centorino. Chair Alonso objected to additional comments. He said that the Grand Beach and the Surf Club have suggested having an open dialog. He objected to references to motions and that there is no compendium of the motions. He mentioned that back when the Town came up with the form-based code, the Town made changes to the zoning ordinances and invited hotels, and they are now there. He said the hotels are an important economic component of your community and their operations include expectations from the guests and accommodations. He added that setbacks don't work on the narrow beaches.

He said that they need to be clear as to who is going to get a permit and if it is appropriate for the permit.

- Cecilia Ward said she is a planning expert for the Grand Beach Hotel and the Four Seasons. She has over 30 years of planning experience, and in public works. She suggested that the Committee look at its Comprehensive Plan, which is the foundation for land development regulations. She reviewed the Plan and the future land regulation 10.3 states the best planning practices, to review and modify zoning regulations.

- Deborah Cimadevilla said the issue is fairness. The public also has expectations. The public is also invested in this. She said that when they go to the beach they expect to have open areas to enjoy the beach. She also wants boundaries. She said that when you have consecutive properties there is no space for the homes that feed the area.

Vice Chair Gielchinsky made a motion to extend Ms. Cimadevilla's public comment. The motion received a second by Chair Alonso and all voted in favor.

Vice Chair Gielchinsky asked what if the Committee were to create at the street ends a reserved area that is only for public use?

- Ms. Cimadevilla responded that the problem that she has seen is that when you have condominiums that at the street end, they are going to say what about us. There could be an issue with that. She said she calculated the number of people based on the residences and it could get tricky with the sizing, when you are looking to the space for the public, 20 feet from the high water line is crucial. She thinks that 80 percent is too much, it should be "as needed", maybe 50 percent.

- Terry Cohen said her clients were high end, and those people don't want to wait. The Town is getting tax dollars from the Surf Club and she prefers that than any others. She said the Committee can ask for some social responsibility, a little bit to the side. She doesn't think that a five star hotel would want to have a conflict with the Town. She said that need to leave space for neighbors but they also need space to set-up.

Chair Alonso closed the public comments. She requested to combine items 6 and 7. She said the "who" has already been defined. Now, we need to focus on the "where". She supports the setbacks.

Secretary Goldenberg still feels the setbacks should be 20-20 and some percentage allowed for properties adjacent to the beach, which provides space on both sides for Town residents and the public.

Secretary Goldenberg made a motion to have a setback of 20 feet on the dune side and 20 feet on the ocean side. The motion received a second from Committee Member Carmona and the motion carried 4-1, with Committee Member Cohen in opposition.

Chair Alonso asked for thoughts in terms of the entryways. Vice Chair Gielchinsky said his thoughts are of creating an entryway, at each street end. The permittee will not be able to set-up in

that entry area. He suggested a buffer of 250 feet on the entrance, in which commercial operations cannot occur.

Committee Member Cohen doesn't agree to set-up an area for the public. He said the beach is a public beach and should not be labeled. He elaborated on his position on this issue. He brought up the Sanibel Ordinance. He is concerned about time spent on counting chairs and not on the issues of sea level rise, sea walls. The Committee discussed his position.

Assistant Town Attorney Graham said that the Sanibel ordinance regulates resort equipment requirements and they have certain developed area standards. She spoke to the planner for Sanibel and there are things that we can include.

Chair Alonso asked whether the Town had received the Beach Management Plan for Miami Beach. Assistant Town Attorney Graham said that it has not been received.

Chair Alonso asked if someone wants to propose something. Vice Chair Gielchinsky said that he had brought up the buffer for discussion.

Secretary Goldenberg said that she has a problem with that because a property by the entrance will be limited on that side, but the property on the other side will have not limits. Only properties by the entrance will be restricted. She drew her point on a piece of paper. She gave the example of Azure and the Grand Beach.

Committee Member Carmona made the comment that if the Committee doesn't want to stipulate a number, then a simpler way will be to set up the maximum amount of chairs that a property can put out, as an initial set-up. He said that hotels are to regulate the number of chairs, limit the number of chairs each property can have out, to a percentage of people that are actually occupying.

Chair Alonso asked what would be the formula for the number of chairs they can put out in the morning. Committee Member Carmona said he didn't know. Someone from the audience representing the hotels said they would be happy to provide the data.

Chair Alonso asked if there is any part of the ordinance, except the numbers, that the Committee could make a suggestion on.

Committee Member Carmona suggested asking the Grand Beach to come to the next meeting and show what their usual set-up is, based on their data. He recommended that the number of chairs should be proportional to the size of the property.

Vice Chair Gielchinsky said he knows for a fact that the Four Seasons has a formula, where they look at various factors, including the season, room occupancy, and based on that data they determine the initial set-up. He suggested asking them to come forward and present their data.

Secretary Goldenberg suggested inviting them to the next meeting to present their set-up and if the Committee likes that, then that should be the basis for the regulation, to ensure they don't depart from that in the future.

Vice Chair Gielchinsky asked the attorney for the hotels, Mr. Spencer, to come up and address the Committee. Mr. Spencer said that they would love to participate and bring their expertise, because what is good for the community is good for them, and vice versa.

Secretary Goldenberg asked that they provide how they do the set-up and maybe a graphic of how it would look like in the morning.

The Committee asked the Town Manager to add the presentation to agenda for the next Committee meeting.

7. Coastal Issues Committee Report to the Town Commission

Chair Alonso said she wants to make sure Secretary Goldenberg knows what to include in the report to the Commission. She said the report needs to include what was decided this evening. Secretary Goldenberg said that she only has the motion on the 20-20. Chair Alonso said she needs to add the litter and the noise ordinances and the upland (the who).

Chair Alonso asked if anyone in the Committee wanted to discuss extending the Committee to April. Vice Chair left the room, to recuse himself from the discussion. Assistant Town Attorney Graham recommended that be part of the recommendations of the report. There was no support for a motion.

Vice Chair Gielchinsky made a motion to extend the discussion on the beach chairs until the next meeting. The motion received a second from Committee Member Carmona and all voted in favor.

8. New Business

Committee Member Cohen asked the Town Manager to invite Harvey Ruvin to the next meeting, that he is mentioned in the New Yorker magazine.

Secretary Goldenberg provide a handout from the NOAA website showing a map of Surfside with three feet of sea level rise, for future discussion. She clarified that it was not a perfect model, since it is a bathtub model, rather than a dynamic model.

Committee Member Cohen made reference to the Unified Sea Level Rise Projection for Southeast Florida, published by Regional Compact for Climate Change (2015) and the Miami-Dade Sea Level Rise Task Force (2014). He said the coast would look very different in the next 30 years and the Committee needs to think about the future.

9. Committee Member Issues

Vice Chair Gielchinsky said that at the December meeting he had asked Ms. Wheaton for a copy of Miami Beach's Beach Management Plan. He followed up with Ms. Wheaton and her staff and she advised him the document is in draft form, they are revising it, but should be able to get it to us in two weeks.

Vice Chair Gielchinsky asked about his request to Secretary Goldenberg about the presentations from the Compact Summit, on natural systems. She responded that the presentations have not been posted in the website yet.

Assistant Town Attorney Graham said that Town staff has participated in a number of meetings related to climate change. They recently participated in one about integration and the next day there will be one about shoreline resilience.

10. Public Comment

There were no more public comment cards.

11. Next Meeting

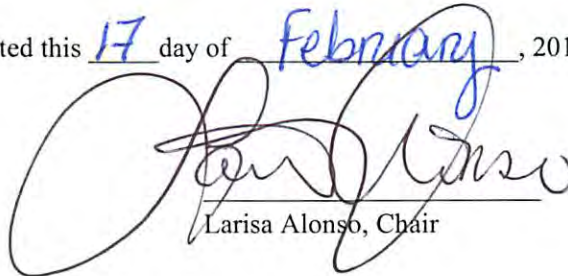
Chair Alonso said that the next meeting is on February 17, 2016 at 7:30 pm.

12. Adjournment

Vice Chair Gielchinsky made a motion to adjourn the meeting. The motion received a second from Committee Member Carmona and all voted in favor. The meeting adjourned at 11:00 pm.

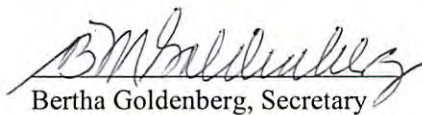
Respectfully submitted,

Accepted this 17 day of February, 2016



Larisa Alonso, Chair

Attest:



Bertha Goldenberg, Secretary



**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 28, 2016
7:00 PM**

MINUTES

DESIGN REVIEW BOARD

1. CALL TO ORDER

Chair Lindsay Lecour called the meeting to order at 7:00 pm.

2. ROLL CALL

Recording Clerk Nissa Benjamin called the roll with the following members present: Chair Lindsay Lecour, Vice Chair Jacob Kligman, Board Member Jorge Gutierrez, Board Member Armando Castellanos, Board Member James Mackenzie, and Board Member Peter Glynn. Board Member Moshe Rubenstein was absent. Liaison, Commissioner Cohen was absent.

3. APPROVAL OF MINUTES: DECEMBER 17, 2015

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

4. DESIGN REVIEW BOARD APPLICATIONS:

A. Request of the Owner of Property located at 9180 Byron Avenue

The applicant is requesting an after the fact permit for a garage conversion. Town Planner Sarah Sinatra presented the item.

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

1. The applicant plan landscaping in the landscape area.

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

Board Member Moshe Rubenstein entered at 7:02 p.m.

B. Request of the Owner of Property located at 9057 Garland Avenue

The applicant is requesting an after the fact permit for a garage conversion.

Town Planner Sarah Sinatra presented the item and provided a larger scale plan for the Board to review as there were some questions.

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

1. Provide a 5-foot setback for the driveway.
2. If concrete is proposed, it must be color texture treated. Stripping should not be provided.

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

C. Request of the Owner of Property located at 9349 Collins Avenue

The applicant is proposing a monument sign on facing Collins Avenue.

Town Planner Sarah Sinatra presented the item. Applicant Luis Ajiurias gave more details on the proposed sign. The Board discussed the sign further.

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

1. Provide a 20-foot front setback.
2. Provide only the address on the post, not the logo.
3. Limit glass area to 25 feet.

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

D. Request of the Owner of Property located at 9509 Harding Avenue

The applicant is requesting to install a sign that will have reverse channel lettering and will be externally illuminated.

Town Planner Sarah Sinatra said the applicant asked if the Board would save their package on the item as they would like to present it next month, February.

E. Request of the Owner of Property located at 9549 Carlyle Avenue

The applicant is requesting to change the façade on a previously granted approval for the construction of a new two story single family residence at the September 24, 2015 Planning and Zoning meeting.

Town Planner Sarah Sinatra presented the item. The applicant Victor Rodriguez had a visual presentation with more details. Board Member MacKenzie thought the plan was very well done but had a few questions for the applicant. The Board felt the revised plan was much better and Board Member Glynn had concerns about the neighbor.

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

1. Provide a 20-foot setback.

The motion received a second from Board Member MacKenzie and all voted in favor.

F. Request of the Owner of Property located at 919 92nd Street

The applicant is proposing the construction of a new two story single-family residence. Town Planner Sarah Sinatra presented the item. Applicant John Balisteri gave a visual presentation of the project with details. Board Member MacKenzie had a few suggestions but overall was in favor of the design. Board Member Glynn suggested the seawall be checked.

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

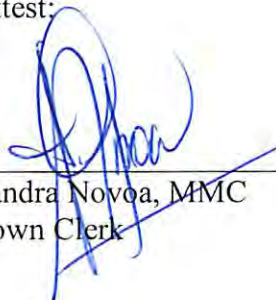
5. ADJOURNMENT.

There being no further business to come before the Design Review Board the meeting adjourned at 8:01 p.m.

Accepted this 25th day of February, 2016


Chair Lindsay Lecour

Attest:


Sandra Novoa, MMC
Town Clerk

**PLANNING AND ZONING BOARD
MINUTES
JANUARY 28, 2016
7:00 PM**

1. CALL TO ORDER

Chair Lindsay Lecour called the meeting to order at 8:01 pm.

2. ROLL CALL

Recording Clerk Nissa Benjamin called the roll with the following members present: Chair Lindsay Lecour, Vice Chair Jacob Kligman, Board Member Armando Castellanos, Board Member Peter Glynn and Board Member Moshe Rubenstein. Liaison, Commissioner Cohen was absent.

3. APPROVAL OF MINUTES: DECEMBER 17, 2015

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

4. ORDINANCE:

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90, ARTICLE IV “DISTRICT REGULATIONS”; SPECIFICALLY AMENDING SECTION 90-48. “MODIFICATION OF SIDE AND REAR YARD REGULATIONS”; CLARIFYING SECOND FLOOR BALCONIES OR TERRACES WILL NOT BE COUNTED TOWARDS THE SETBACK; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

Recording Clerk Nissa Benjamin read the title of the ordinance.

Town Planner Sinatra presented the ordinance.

Board Member Rubenstein made a motion to recommend for second reading to the Town Commission. The motion received a second from Vice Chair Kligman and all voted in favor.

5. DISCUSSION ITEMS:

1. Future Agenda Items

Sea level rise – Chair Lecour asks that this item be top priority.

Board Member Glynn spoke of hedges and how trees and bushes work very well.

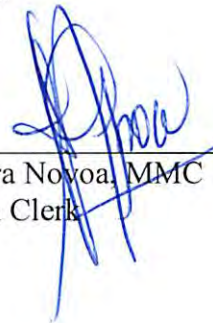
6. ADJOURNMENT.

There being no further business to come before the Planning and Zoning Board the meeting adjourned at 8:13 p.m.

Accepted this 25th day of February, 2016


Chair Lindsay Lecour

Attest:


Sandra Novoa, MMC
Town Clerk



**Town of Surfside
Coastal Issues Committee
Report to the Town Commission**

March 2, 2016

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

I. BACKGROUND:

On July 14, 2015, the Town Commission passed a resolution (R-2308) establishing the Coastal Issues Committee (CIC) as a continuing committee to advance stewardship of the beach for Surfside residents, visitors and future generations, and address beach management topics; including beach concession, beach nourishment, and strategies to adapt to sea level rise and climate change.

On August 11, 2015, the Town Commission made the following appointments to the CIC:

Mayor Dietch appointed Lou Cohen

Vice Mayor Tourgeman appointed Larisa Alonso

Commissioner Cohen appointed Daniel Gielchinsky

Commissioner Karukin appointed Dr. David Carmona

Commissioner Olchyk appointed Bertha Goldenberg

At the same meeting, the Town Commission considered an ordinance, on first reading, to regulate the public beach in a reasonable manner to protect public health, safety, and welfare. The Commission voted to refer the item to the CIC and have them come back with a report to the Commission.

II. COMMITTEE MEETINGS:

The CIC met on the following dates:

August 26, 2015; September 16, 2015; October 21, 2015; November 18, 2015;

December 16, 2015; January 20, 2016; February 17, 2016; and March 2, 2016.

The following officials provided presentations at the CIC Meetings:

- Brian Flynn, Special Projects Administrator for Miami Dade County, DERM (Division of Environmental Resources Management), Beach Management Program, on Beach Re-nourishment
- Betsy Wheaton, Assistant Building Director, Environment & Sustainability Division, City of Miami Beach, on Urban Environmental Management and Resources Conservation
- James Murley, Chief Resilience Officer, Miami-Dade County Office of Resilience, Regulatory and Economics Resources Department, on Miami-Dade County Sustainability
- Mayor Dietch on the Compact of Mayors
- Secretary Goldenberg on the Regional Climate Change Summit

III. COMMITTEE DISCUSSIONS:

The CIC discussed the draft Beach Furniture Ordinance and received significant public comments at all the meetings. The CIC agreed to move forward with defining “who”, “where”, “when”, and “how” of the Ordinance instead of specific language.

The CIC reviewed the Town’s existing Chapter 54, Offenses Involving Public Peace and Order (noise) and Chapter 34, Litter in our Environment, provided by Code Compliance Director Alan Graham. The CIC is satisfied at this point with the existing regulations.

Vice Chair Gielchinsky proposed a Beach Awareness Day. Town staff has worked on the program, which is proposed to take place on April 17, 2016.

IV. COMMITTEE RECOMENDATIONS:

The CIC is providing the Commission with the following recommendations:

1. The ordinance should define vendors as upland property owners adjacent to the beach and who are internal to their beach operation.
2. Incorporate all changes into first reading ordinance with a buffer of 150 feet at each street egress, north and south, reserved for public access; reserve at least 20 feet from the dunes, for public safety; overnight storage is permitted, subject to operation plan

approval, subject to revocation; and remove restrictions in the ordinance against overnight storage.

3. Town Attorney to review the Committee's proposal for legal sufficiency
4. Town Attorney to be directed to engage FDEP in a dialogue about their thoughts on the jurisdictional issues being proposed to the Commission.
5. Support the Town and staff in its future efforts to educate the properties on the beach in terms of the Litter and Noise Ordinances and any other coastal issues.

The CIC wants to thank the Town staff for their support to the Committee with information, graphics, guidance, and staffing of the meetings. In addition, the CIC wants to thank the Town residents for their valuable input.

Respectfully submitted,

Accepted this _____ day of _____, 2016

Larisa Alonso, Chair

Attest:

Bertha Goldenberg, Secretary



Town of Surfside Commission Communication

Agenda Item # 3F

Agenda Date: March 8, 2016

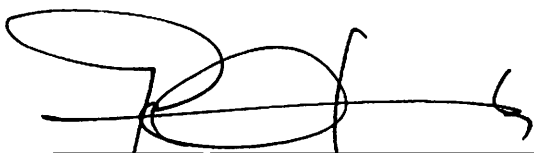
Subject: Donation to Do The Right Thing Program

Background: The purpose of Do The Right Thing of Miami, Inc. (DTRT) is to recognize and reward youths for their exemplary behavior, accomplishments, and good deeds. The DTRT Awards Program distinguishes exceptional school-age children who choose to be drug and crime free, exhibit non-violent behavior, do well in school, make a difference in their communities, and demonstrate turnaround behavior. Each month of the school year, parents, police officers, teachers, and other adults nominate up to 1,000 children for "doing the right thing." A selection committee reviews the nominations and selects ten finalists for the month who are honored at a ceremony in downtown Miami.

Budget Impact: \$500 from the General Fund, Other Grants/Aid, Account No. 001-1000-511-8300.

Staff Impact: N/A

Recommendation: Staff recommends a motion to approve a resolution to authorize a donation of \$500 to the Do The Right Thing Program.



Guillermo Olmedillo, Town Manager



Donald Nelson, Finance Director

RESOLUTION NO. 16 - _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS IN THE AMOUNT OF \$500.00 FOR A DONATION TO THE “DO THE RIGHT THING OF MIAMI, INC.” PROGRAM FROM THE FISCAL YEAR 2015/2016 GENERAL FUND, OTHER GRANTS/AID, ACCOUNT NO. 001-1000-511-8300; PROVIDING FOR APPROVAL AND AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Do The Right Thing of Miami, Inc. Program (“DTRT”) recognizes and rewards school-age children for their exemplary behavior, accomplishments and good deeds; and

WHEREAS, the DTRT Awards Program distinguishes exceptional youths who choose to be drug-free, crime-free, exhibit non-violent behavior, perform well in school and make a difference in their community; and

WHEREAS, each month of the school year parents, police officers, teachers and other adults nominate up to 1,000 children. A selection committee then reviews and selects ten (10) finalists who, in turn, are honored at a ceremony; and

WHEREAS, it is in the best interest of the Town to authorize the expenditure of funds in the amount of \$500.00 for a donation to the DTRT Program from the Fiscal Year 2015/2016 General Fund, Other Grants/Aid, Account No. 001-1000-511-8300.

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

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

Section 2. Authorization to Expend Funds. The Town Commission is hereby authorized to expend \$500.00 for a donation to the Do The Right Thing of Miami, Inc. Program from the Fiscal Year 2015/2016 General Fund, Other Grants/Aid, Account No. 001-1000-511-8300.

Section 3. Implementation. The Town Manager and/or 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 _____, 2016.

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, MMC, 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 8, 2016

7:00 pm

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

RESOLUTION COVER MEMORANDUM

Agenda #: 3G

Date: March 8, 2016

From: Daniel Dietch, Mayor

Subject: Marta Olchyk Day: After-the-Fact Resolution

Objective: That the Surfside Town Commission approve the after-the-fact resolution for the proclamation designating March 8, 2016 "Marta Olchyk Day."

Consideration: Commissioner Marta Olchyk has honorably served as a Surfside Commissioner for three consecutive terms starting in March 2010. Commissioner Olchyk has decided not to seek re-election for a fourth term. Her contributions to the Town will have a lasting impact for generations.

Due to the recent adoption of rules and procedures for official recognition by the Town Commission and the time available to secure the approval in advance of Commissioner Olchyk's last Commission meeting, an after-the-fact approval for the resolution supporting the proclamation designating March 8, 2016 "Marta Olchyk Day" is being sought.

Recommendation: That the Surfside Town Commission approve the after-the-fact resolution for the proclamation designating March 8, 2016 "Marta Olchyk Day."

RESOLUTION NO. 16 - _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AN AFTER -THE-FACT PROCLAMATION PROCLAIMING MARCH 8, 2016 AS “MARTA OLCHYK DAY”; PROVIDING FOR APPROVAL AND AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 9, 2016, the Town Commission adopted Resolution No. 16-2350 establishing recognition policy and procedures to recognize the honors and achievements of special individuals and organizations in our community which requires Town Commission approval; and

WHEREAS, on February 25, 2016, Mayor Dietch submitted a Request Form to honor Commissioner Marta Olchyk to proclaim March 8, 2016 as “Marta Olchyk Day”(Attachment “A”); and

WHEREAS, due to the timing of the March 8, 2016 Awards and Presentation Meeting at 5:30 P.M., which precedes the regularly scheduled Town Commission meeting, the Commission approves the Proclamation after- the-fact; and

WHEREAS, Marta Olchyk has a responsible record as a citizen activist and has served on the Town’s Education Committee and the Town’s Charter Review Board; and

WHEREAS, Marta Olchyk was first elected as a Surfside Town Commissioner in March 2010 and has served honorably for three consecutive terms; and

WHEREAS, Marta Olchyk has served as the Town Commission Liaison to the Parks and Recreation Committee for three consecutive terms; and

WHEREAS, in honor of her service to the Town of Surfside, the Town Commission hereby proclaims March 8, 2016 as “Marta Olchyk Day.” (Attachment “B”).

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

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

Section 2. Approval. The Town Commission hereby approves after-the-fact the Proclamation proclaiming March 8, 2016 as “Marta Olchyk Day.” (Attachment “B”).

Section 3. Authorization. The Town Commission hereby authorizes the Town Manager to take any and all such actions as are required to implement the terms of this Resolution.

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

PASSED AND ADOPTED this _____ day of _____, 2016.

Motion by _____,

Second by _____.

FINAL VOTE ON ADOPTION

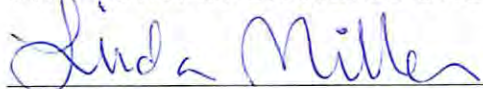
Commissioner Barry Cohen	_____
Commissioner Michael Karukin	_____
Commissioner Marta Olchyk	_____
Vice Mayor Eli Tourgeman	_____
Mayor Daniel Dietch	_____

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, MMC, Town Clerk

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



Linda Miller, Town Attorney



TOWN OF SURFSIDE
PROCLAMATION, CERTIFICATE, COIN AND KEY TO THE TOWN
REQUEST FORM
 OFFICE OF THE TOWN CLERK

Request for: Proclamation Certificate Key Coin (check one)



Date of Request: February 25, 2016

Name of Requestor: Daniel Dietch

Organization: Town of Surfside

Address: 9293 Harding Avenue, Surfside, FL 33154

Phone / E-Mail: 305 992-7965 / ddietch@townofsurfsidefl.gov

Name of Individual / Organization to be honored:
Commissioner Marta Olchyk

Title for Proclamation or Certificate:
Marta Olchyk Day

Date of Recognition: March 8, 2016

Reason for Recognition (Please attach 4 – 6 "whereas clauses" as draft text for a Proclamation):
See attached.

Document is to be:

- Presented at a Commission Meeting in March / 2016 (month / year)
- Presented at the following event _____ (Please attach event information to the request form)
- Picked up by Daniel Dietch on March 8, 2016 (date)

<u>Administrative Use Only</u>			
Proclamation _____	Certificate _____	Key _____	Coin _____
Approved: Yes _____ No _____ If no, state reason: _____			
Approved Date: _____			
Date Submitted for Mayor's Signature: _____			
Date Issued: _____			
Completed by: _____			

Reason for Recognition (*Please attach 4 – 6 “whereas clauses” as draft text for a Proclamation*):

Whereas, Marta Olchyk has a distinguished academic Career, earning a M.A from Texas Woman's University and a Ph.D. from Texas Christian University;

Whereas, Marta Olchyk had an impressive professional career teaching Spanish and Latin American Civilization in High School and in College then working as a federal Investigator with the Department of Education and the Equal Employment Opportunity Commission;

Whereas, Marta Olchyk has been a Surfside resident in good standing since 2003;

Whereas, Marta Olchyk was first elected as a Surfside Commissioner in March 2010 and has served honorably for three consecutive terms;

Whereas, Marta Olchyk has a long history of community involvement volunteering in organizations such as American Association of University Women, Hadassah, Jewish Federation of Dallas and Greater Miami, and the American Israel Public Affairs Committee, among many others;

Whereas, Marta Olchyk tells it like she sees it; and

Whereas, Marta Olchyk prefers the water temperature at the Community Center to be much warmer than the lap swimmers do.



Proclamation "Marta Olchyk Day"

Whereas, Marta Olchyk has a distinguished academic career, earning an M.A. from Texas Woman's University and a Ph.D. from Texas Christian University; and

Whereas, Marta Olchyk had an impressive professional career teaching Spanish and Latin American Civilization in High School and in College, then working as a Federal Investigator with the Department of Education and the Equal Employment Opportunity Commission; and

Whereas, Marta Olchyk has a long history of community involvement volunteering in organizations such as American Association of University Women, Hadassah, Jewish Federation of Dallas and Greater Miami, and the American Israel Public Affairs Committee, among many others; and

Whereas, Marta Olchyk has been a Surfside resident in good standing since 2003; and

Whereas, Marta Olchyk has a responsible record as a citizen activist and served on the Town's Education Committee and the Town's Charter Review Board; and

Whereas, Marta Olchyk was first elected as a Surfside Town Commissioner in March 2010 and has served honorably for three consecutive terms; and

Whereas, Marta Olchyk has served as the Town Commission Liaison to the Parks and Recreation Committee for three consecutive terms; and

Whereas, Marta Olchyk regularly walks the Town's Beach Walk and participates in many activities at the Surfside Community Center; and

Whereas, Marta Olchyk tells it like she sees it; and

Now, therefore, the Town of Surfside Town Commission hereby proclaims March 8, 2016 as "Marta Olchyk Day."

In witness thereof I have hereunto set my hand this 8th day of March 2016.

*Daniel Dietch, Mayor
Town of Surfside, Florida*



Town of Surfside Commission Communication

Agenda Item #: 3H

Agenda Date: March 8, 2016

Subject: Approve a proclamation designating April 17, 2016 as the Town's Arbor Day to be recognized as a Tree City USA participant and authorize the Mayor to execute.


Background: The Town has applied to become a Tree City USA. In order to do so the Town must designate a day that we will honor as our Arbor Day. This will promote the Town of Surfside as a registered Tree City.

Analysis: Being a Tree City USA member shows that the Town stands for and recognizes the importance of trees and tree canopies promoting our environmental awareness.

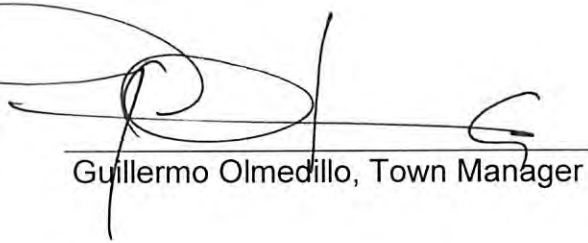
Staff Impact: N/A

Budget Impact: N/A

Recommendation: Staff recommends approval of the Proclamation



Joseph S. Kroll, Public Works Director



Guillermo Olmedillo, Town Manager

RESOLUTION NO. 16 - _____

**A RESOLUTION OF THE TOWN OF SURFSIDE
ADOPTING A PROCLAMATION HONORING THE
IMPORTANCE OF TREES FOR THE TOWN OF
SURFSIDE'S COMMUNITY AND ENVIRONMENT;
PROCLAIMING APRIL 17 IN THE TOWN OF
SURFSIDE AS "ARBOR DAY"; PROVIDING
APPROVAL AND AUTHORIZATION; PROVIDING FOR
AN EFFECTIVE DATE.**

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS, as trees grow, they help stop climate change by removing carbon dioxide from the air, storing carbon in the trees and soil, and releasing oxygen into the atmosphere; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of the business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal; and

WHEREAS, the Town Commission of the Town of Surfside, hereby proclaims April 17 as "Arbor Day," and

WHEREAS, the Town Commission urges all citizens to celebrate Arbor Day and to support efforts to protect our trees and natural habitats; and

WHEREAS, the Town Commission urges all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

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

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

Section 2. Approval and Authorization. The Town Commission approves and authorizes the Town Manager and/or his designee to take all actions necessary to implement this Resolution to proclaim April 17 as "Arbor Day" in the Town of Surfside (Attachment "A").

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

PASSED AND ADOPTED this _____ day of _____, 2016.

Motion by _____;

Second by _____.

FINAL VOTE ON ADOPTION

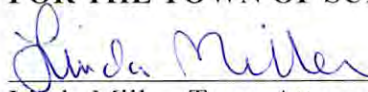
Commissioner Barry Cohen _____
Commissioner Michael Karukin _____
Commissioner Marta Olchyk _____
Vice Mayor Eli Tourgeman _____
Mayor Daniel Dietch _____

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, MMC, Town Clerk

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



Linda Miller, Town Attorney



Proclamation

Whereas, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

Whereas, Arbor Day is now observed throughout the nation and the world; and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

Whereas, as trees grow, they help stop climate change by removing carbon dioxide from the air, storing carbon in the trees and soil, and releasing oxygen into the atmosphere; and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

Whereas, trees in our city increase property values, enhance the economic vitality of the business areas, and beautify our community; and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal; and

Whereas, the Town of Surfside Commission, hereby proclaims April 17 as "Arbor Day," and

Whereas, the Town Commission urges all citizens to celebrate Arbor Day and to support efforts to protect our trees and natural habitats; and

Whereas, the Town Commission urges all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Now, therefore, the Town of Surfside, does hereby proclaim April 17 as "Arbor Day," and we call upon all citizens to celebrate Arbor Day and to support efforts to protect our trees and natural habitats.

In witness thereof I have hereunto set my hand this 8th day of March 2016.

*Daniel Dietch, Mayor
Town of Surfside, Florida*



**Town of Surfside
Town Commission Meeting
March 8, 2016
7:00 pm**

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

Agenda #: 5A
Date: March 8, 2016
From: Daniel Dietch, Mayor
Subject: Town Commission Climate Change Urging Resolution

Objective: To approve the Town Commission Climate Change Urging Resolution.

Consideration: Surfside, due to its low elevation and location on a barrier island, is particularly susceptible to sea level rise. Accordingly, Surfside has demonstrated its leadership by proactively identifying and implementing innovative strategies to adapt, mitigate and build resiliency to the adverse effects of sea level rise. In addition, the Town has taken action to collaborate with coastal communities within Miami-Dade County, and with Miami-Dade County, Broward County, Palm Beach County and Monroe County through the Southeast Florida Regional Climate Change Compact on various issues related to sea level rise. Specifically, the Town has passed the following resolutions to further this effort:

- ✓ Resolution 13-2152 - Endorsing the Mayor's Climate Action Pledge and directing the Town Manager to take all necessary steps to consider integrating the Regional Climate Action Plan framework in whole or part for the Town of Surfside;
- ✓ Resolution No. 13-2174 – Supporting the Biscayne Bay Coalition;
- ✓ Resolution No. 14-2222 – Supporting the Central Everglades Planning Project;
- ✓ Resolution No. 15-2280 – Supporting the Miami-Dade Sea Level Rise Task Force Recommendations;
- ✓ Resolution No. 15-2308 – Establishing the Town of Surfside Coastal Issues Committee;
- ✓ Resolution No. 15-2313 – Supporting the creation of the South Florida Mayor's Beach Alliance; and
- ✓ Resolution No. 15-2320 – Supporting the Dade-County Beach Erosion Control and Hurricane Protection Project.

Through this resolution, the Town is joining Miami-Dade County to urge the U.S. Congress to establish a fund that would be used to partner with local governments, such as the Town and Miami-Dade County, to provide financial assistance and support for sea level rise-related initiatives and projects.

Recommendation: Approve the Town Commission Climate Change Urging Resolution.

RESOLUTION NO. 16 - _____

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA, URGING THE UNITED STATES CONGRESS TO ESTABLISH A FUND TO FINANCIALLY ASSIST AND SUPPORT LOCAL GOVERNMENTS, SUCH AS THE TOWN OF SURFSIDE, FLORIDA IN DEVELOPING AND IMPLEMENTING SOLUTIONS TO SEA LEVEL RISE AND RELATED IMPACTS; DIRECTING THE TOWN CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO EACH MEMBER OF THE FLORIDA CONGRESSIONAL DELEGATION, EACH MEMBER OF THE MIAMI-DADE COUNTY COMMISSION AND EACH MAYOR OF THE MUNICIPALITIES IN MIAMI-DADE COUNTY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR APPROVAL AND AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida has approximately 1,350 miles of coastline, which is more coastline than any other state besides Alaska; and

WHEREAS, because of Florida's vast coastline and geographic location, state and local governments in Florida should be leaders in developing innovative strategies on how to be resilient to sea level rise, particularly as impacts of sea level rise are expected to increase in the coming decades; and

WHEREAS, Southeast Florida has been identified by both the United Nations and the United States Climate Assessment as "ground zero" for sea level rise; and

WHEREAS, the Town of Surfside, Florida has taken action to collaborate with coastal communities within Miami-Dade County, and with Miami-Dade County, Broward County, Palm Beach County and Monroe County through the Southeast Florida Regional Climate Change Compact on various issues related to sea level rise; and

WHEREAS, in 2013, pursuant to Resolution 13-2152, the Town Commission and Town Manager were authorized to take all necessary steps to consider integrating the Regional Climate Action Plan framework in whole or part for the Town of Surfside; and

WHEREAS, the Town of Surfside Commission subsequently adopted multiple resolutions in order to implement the recommendations of the Regional Climate Action Plan, including but not limited to Resolution No. 15 – 2313 Supporting the Creating of the South Florida Mayor's Beach Alliance, Resolution No. 15 – 2280, Supporting the Miami-Dade Sea Level Rise Task Force Recommendations, Resolution No. 14 – 2222

Supporting the Central Everglades Planning Project; and Resolution No. 13 – 2152 Endorsing the Mayor’s Climate Action Pledge, and

WHEREAS, if the Federal government provides financial assistance to local governments such as the Town of Surfside for purposes of developing and implementing solutions to sea level rise, together with appropriate matching funds from state and local funding sources, the result would be a tremendous, value-added investment; and

WHEREAS, such Federal assistance would accelerate the development of success models which could be replicated and used by scores of similarly situated communities elsewhere, thus multiplying the utility and effect of Federal dollars; and

WHEREAS, such Federal assistance and the resulting Town of Surfside and Miami-Dade County projects and solutions would create new jobs and potentially attract new companies and industry, all of which would substantially enhance our economy at all levels; and

WHEREAS, such Federal assistance could also help local governments, such as the Town of Surfside and Miami-Dade County, to find solutions to potential property damage due to impacts of sea level rise and could ultimately result in a far-reaching damage prevention initiative that may reduce financial pressure on the Federal Emergency Management Agency (FEMA) and its after-the-fact damage compensation fund, thus saving the Federal government money in the long run; and

WHEREAS, the Town Commission now wishes to call upon the Federal government to provide appropriate financial assistance and support to establish a fund, which would be used to partner with local governments that are on the forefront of developing adaptive solutions to the potentially devastating impacts of sea level rise and to provide such local governments with financial assistance and support for such sea level rise related initiatives and to further carry out the recommendations of the Southeast Florida Regional Climate Change Compact.

NOW, THEREFORE, BE IT RESOLVED BY 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. Urging by the Town of Surfside Town Commission for the Federal Government to Fund Sea level Rise Initiatives for Local Governments The Town of Surfside Commission urges the U.S. Congress to establish a fund that would be used to partner with local governments, such as the Town of Surfside and Miami-Dade County, to provide financial assistance and support for sea level rise related initiatives and projects.

Section 3. Authorization and Implementation. The Town Manager is hereby authorized to take any and all action necessary to implement this Resolution.

Section 4. Direction to the Town Clerk. The Town Clerk is hereby directed to send a copy of this Resolution to each member of the Florida Congressional Delegation, each member of the Miami-Dade County Commission and each Mayor of the municipalities in Miami-Dade County.

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

PASSED AND ADOPTED this _____ day of _____, 2016.

Motion by _____,

Second by _____.

FINAL VOTE ON ADOPTION

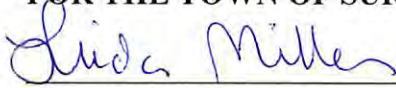
Commissioner Barry Cohen	_____
Commissioner Michael Karukin	_____
Commissioner Marta Olchyk	_____
Vice Mayor Eli Tourgeman	_____
Mayor Daniel Dietch	_____

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, MMC, 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 #: 5B

Agenda Date: March 8, 2016

Subject: Approval to improve the Southwest parking lot at Town Hall.

Background: The southwest parking lot, which is just south of the Police Station, is broken up into three sections. The first section is parking for Police and Town Employees. The middle section is used for Public Works and its landscape contractor. The most southerly portion is used for Police parking. There have been discussions between Police and Public Works to make the parking area more secure. In order to have better continuity, we are proposing to move the Public Works portion to the most southernly part and placing the Police in the middle portion. This will allow us to fence in the lot and keep all the Police vehicles, all the Public Works, and storage in its respective spot.

Analysis: Restructuring of the parking lot makes access to the vehicles and equipment easy for both departments. In addition, a secure lot is important for both employee safety and securing public property.

Staff Impact: Public Works will prepare the lot for paving utilizing Public Works staff and equipment.

Budget Impact: Parking Fund

Asphalt Material and labor \$17,313.00 - Marks Brothers Paving

Road rock material \$ 4,500.00 – SDI Quarry / County contract

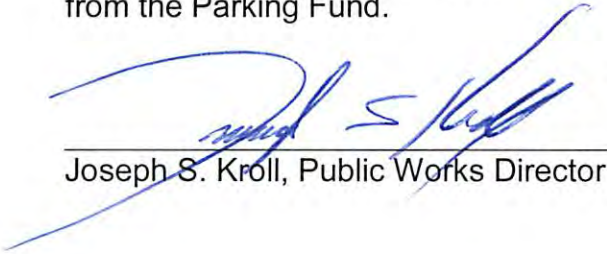
Tree removal/relocation \$ 1,500.00 – Lukes Landscaping

Car stops \$ 2,100.00 – Florida Transcor

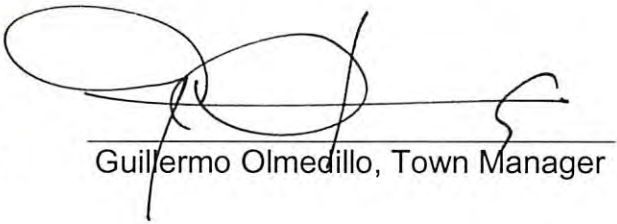
In house labor /equip. \$ 4,587.00

The cost to complete this project will not exceed \$30,000.00 and will be financed from the Fiscal Year 2015/2016 Municipal Parking Fund, Improvements other than Buildings, Account No. 402-9500-545-6310, amending the 2015/2016 Fiscal Year budget to appropriate the funds.

Recommendation: Staff recommends approval of this project not to exceed \$30,000.00 from the Parking Fund.



Joseph S. Kroll, Public Works Director



Guillermo Olmedillo, Town Manager

RESOLUTION NO. 16 - _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE EXPENDITURE OF FUNDS FOR THE RESTRUCTURING AND REPAVING OF THE TOWN HALL SOUTHWEST PARKING LOT; AMENDING THE TOWN'S BUDGET FOR FISCAL YEAR 2015/2016; AUTHORIZING THE APPROPRIATION AND EXPENDITURE IN THE AMOUNT OF \$30,000.00 FROM THE FISCAL YEAR 2015/2016 MUNICIPAL PARKING FUND, IMPROVEMENTS OTHER THAN BUILDING ACCOUNT; ACCOUNT NO. 402-9500-545-6310; PROVIDING FOR APPROVAL AND AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Hall southwest parking lot is segmented into three (3) sections. The first section of the lot is used for Police and Town employees, the second (middle) section is used for Public Works and its landscape contractors, and the third (southern) section is used for the Police (See Attachment "A"); and

WHEREAS, there have been discussions between the Police Department and Public Works Department to increase security in the parking area by relocating the Public Works Department section to the most southerly area of the lot and relocating the Police to the middle section, as shown on the attached map (See Attachment "B"); and

WHEREAS, the restructured southwest parking lot will allow easy access to vehicles and equipment for both the Police and Public Works Departments; and

WHEREAS, the Town staff will perform the majority of the work restructuring the parking lot; and

WHEREAS, the Town Public Works Department successfully underwent a competitive bid process whereby the Town received three bids for repaving the Town Hall southwest parking lot:

1. \$18,334.00 from All County (Attachment "C")
2. \$17,313.00 from Marks Brothers, Inc. (Attachment "D")
3. \$18,724.00 from Ric-Man International, Inc. (See Attachment "E"); and

WHEREAS, Marks Brothers, Inc. is the lowest and most responsive bidder; and

WHEREAS, the total amount to restructure the southwest parking lot is \$30,000.00, the costs of which are as follows:

\$17,313.00 - Asphalt material and labor (Marks Brothers, Inc.)
\$4,500.00 - Road rock material (SDI Quarry/County contract)
\$1,500.00 - Tree removal/relocation (Luke's Landscaping)
\$ 2,100.00 - Car stops (Florida Transcor)
\$4,587.00 - In-house labor and equipment

WHEREAS, the project was not budgeted in the Fiscal Year 2015/2016 budget;
and

WHEREAS, the cost to restructure the parking lot requires the use of Municipal Parking Fund, Improvements other than Building Account, in the amount of \$30,000.00, Account No. 402-9500-545-6310, amending the 2015/2016 budget to appropriate the funds; and

WHEREAS, it is in the best interest of the Town to authorize the expenditure of funds for the restructuring of the southwest parking lot at Town Hall.

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 to Amend the Fiscal Year 2015/2016 Annual Budget to Appropriate and Expend Funds. The Town Commission hereby authorizes to amend the Fiscal Year 2015/2016 Annual Budget, appropriate and expend funds from the Fiscal Year 2015/2016 Municipal Parking Fund, Improvements other than Building, Account No. 402-9500-545-6310, in the amount of \$30,000.00 for the restructuring of the southwest parking lot.

Section 3. Implementation. The Town Manager and/or 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 _____, 2016.

Motion by _____,

Second by _____.

FINAL VOTE ON ADOPTION:

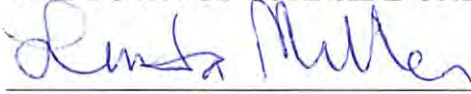
Commissioner Barry Cohen _____
Commissioner Michael Karukin _____
Commissioner Marta Olchyk _____
Vice Mayor Eli Tourgeman _____
Mayor Daniel Dietch _____

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







Palm Beach County: U-21491
 Broward County: 13-3A-17799-R
 Collier County: LCC20110001485
 Martin County: MCP5910
 General Contractor: CGC1509532

PROPOSAL/CONTRACT

February 23, 2016

Customer Name/Address:

Attn: Joe Kroll
 Town of Surfside
 9293 Harding Ave.
 Surfside, FL 33154
 T. 305-861-4863 F. 305-861-1302
 C. 786-509-1164
jkroll@townofsurfsidefl.gov

Property Location:

South Park Lot
 9293 Harding Ave.
 Surfside, FL 33154
1st Revision

As per directions to perform the following work:

PREP PRIOR TO OVERLAY:

1. Pick up and stock pile car stops.
2. Mill tie-ins for a smooth transition.
3. Thoroughly clean off the existing surface prior to overlay.
4. Haul away all debris.

ASPHALT OVERLAY: Up to 8,000 S/F

1. Tack areas with DOT approved primer tack.
2. Level any depressed areas prior to overlay.
3. Install 2" average hot plant mixed asphalt Type S-III.
4. Roll and compact areas using a 3-5 ton steel drum and 9-wheel rubber tire roller.
5. Remove any related debris from site.

*Car stops *New pavement is susceptible to scuffing and marks until it has properly cured.

*As asphalt is a petroleum based product the prices are subject to change if oil prices increase dramatically.

*Existing Cracks with vegetation growing should be prepared with a weed killer such as 'Round Up' for several treatments before we arrive on the job.

*The asphalt surface that will be placed on this project will not have the finish and look of a sealcoat application. If sealcoat is desired at a later date, we will be happy to quote you separately.

*Large cracks in the existing asphalt may reflect through the new asphalt in time.

*There will be a tire 'tracking'-this cannot be avoided, but the tracking marks will disappear in time.

*This proposal specifically excludes the acceptance of a "Pay when Paid Clause" payment clause.

*All County shall be provided with suitable access to the work area. If All County's work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be performed and completed so as to permit All County to perform its work hereunder in an uninterrupted single shift operation.

Delays to All County shall be paid at a rate of \$200.00 per half hour.

Page 1 of 2

M&M Asphalt Maintenance Inc., d/b/a All County Paving
 Office 561-588-0949 | Fax 561-588-2140 | 1180 SW 10th Street, Delray Beach, FL 33444
 Office 407-610-8069 | Fax 407-380-2001 | 4800 Patch Road, Orlando, FL 32822

info@allcountypaving.com

Members of ICSC, CAI, SEFAA, IREM, CREW, AAGO, BBB, FTBA, FHEA, UCA, ABC, NAIOP, BOMAA, FHBA, APWA, PRISM, NEYRA



FDOT CERTIFIED CONTRACTORS



Note: All County cannot work around vehicles. Management is responsible for towing when owners fail to comply with paving and/or seal coat schedule.



Palm Beach County: U-21491
Broward County: 13-3A-17799-R
Collier County: LCC20110001485
Martin County: MCP5910
General Contractor: CGC1509532

*In the event that any work is done under this agreement as amended, or any side agreement, by All County which work is on public property, the (Client/Owner) agrees and understands that the project property which it owns shall be charged with all indebtedness hereunder. break during handling.

*Any broken car stops will be replaced at an additional cost of \$35.00 Each.

*Any punch list items must be submitted in writing. No repairs will be made until 90% of the invoice amount has been paid.

*This contractor cannot guarantee elimination of standing water.

*Job site will be barricaded during work. The contractor will not be responsible for persons breaking through barricades, tracking of materials or paint, damages to cars or persons trespassing in designated areas.

*Permit, Procurement fees and any additional work required by the permit will be extra to the contract amount.

*There will be a charge of \$47.50 above the Contract amount to dispose of used materials at an approved environmentally compliant waste facility.

*This contractor recommends a civil engineer be retained for ADA upgrades. As such this contractor makes no claim that ADA upgrades will meet any/all local, state and federal guidelines on ADA compliance.

*Due to price fluctuations on material costs, this contractor reserves the right to withdraw the proposal at any time prior to the commencement of work.

PROPOSE to furnish labor and material – complete in accordance with above specifications, and subject to conditions stated herein, for the sum of:

EIGHTEEN THOUSAND THREE HUNDRED THIRTY FOUR DOLLARS

WITH PAYMENTS TO BE MADE AS FOLLOWS: 1/3 Deposit, 1/3 at Commencement, Net due upon completion.

Not responsible for any damage to underground utilities. A certificate of Insurance will be issued upon request prior to commencement of work. All County reserves the right to revisit the site if time has elapsed from the original proposal to acceptance. All County guarantees the sealer against peeling or flaking off of stable asphalt for a period of (1) year, excluding normal wear & tear. All County guarantees all workmanship and materials for up to (1) year, excluding normal wear & tear. Warranty starts at conclusion of work and is not valid until payment has been made in full. Any additional mobilizations for Sealcoating will be billed at a rate of \$1,295.00 each. Any additional mobilizations for Paving will be billed at a rate of \$2,450.00 each. All material is guaranteed to be as specified. Reflective Pavement Markers are excluded from the warranty. Any additional reflective pavement markers that are required by the city code will be an additional charge of \$10.00 each to the contract amount. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Due to the fluctuations in the petroleum markets, All County reserves the right to impose a fuel surcharge. Owner to carry fire tornado and other necessary insurance upon above work. Our workers are covered by Workmen's Compensation Insurance. " In the event of any litigation or other proceeding arising out of this agreement, the prevailing party shall be entitled to collect its attorneys' fees and all costs of litigation from the other party, including appellate attorneys' fees. This proposal/contract including all terms and conditions shall become a legally binding attachment to any contract entered into between All County Paving and the financially responsible company for which the work will be performed.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTANCE OF PROPOSAL:

Signature of Approval by Client

David Lyonnais
Project Manager

Printed Name and Title

Date

Page 2 of 2

M&M Asphalt Maintenance Inc., d/b/a All County Paving
Office 561-588-0949 | Fax 561-588-2140 | 1180 SW 10th Street, Delray Beach, FL 33444
Office 407-610-8069 | Fax 407-380-2001 | 4800 Patch Road, Orlando, FL 32822

info@allcountypaving.com

Members of ICSC, CAI, SEFAA, IREM, CREW, AAGO, BBB, FTBA, FHEA, UCA, ABC, NAIOP, BOMAA, FHBA, APWA, PRISM, NEYRA



FDOT CERTIFIED CONTRACTORS



Note: All County cannot work around vehicles. Management is responsible for towing when owners fail to comply with paving and/or seal coat schedule.



Marks Brothers, Inc.
 Engineering Contractors
 9455 N.W. 104TH Street
 Medley, Florida 33178
 P: (305) 805-6900 F: (305) 805-4802

Cert No.: E-1306, CA 30147, CGC1520208

February 22, 2016

Joseph Kroll
 Town of Surfside
 Public Works Director
 9293 Harding Ave
 Surfside, FL 33154

8000 SFT - Parking Lot Proposal

Mr. Kroll,

Please see our proposal for the placement of asphalt at a 2" depth for the 8000 SFT parking lot.

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>QTY</u>
1	Mobilization	LSUM	1
2	Asphalt placement 2" Depth	SFT	8000

Asphalt will be placed at 2" thickness. CAT cold plainer will be used to mill for but jointing. Work will be completed in one mobilization and in one day of work. No pavement markings or landscaping is included in this quote.

Proposal in the amount of \$17,313.00

Sincerely,

Brian McInerney, PE.
 Vice President of Engineering

MARKSBROTHERSINC.COM

SERVING SOUTH FLORIDA SINCE 1945





RIC-MAN INTERNATIONAL, INC.

GENERAL CONTRACTORS

2601 Wiles Road · Pompano Beach, Florida 33073
Phone: (954) 426-1042 · Fax: (954) 426-0717



March 1, 2016

Letter No. 001

Joseph Kroll, P.E.O
PWD Director
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154

Re: Town of Surfside Repair
Subject: Asphalt Repair

Dear Mr. Kroll:

As discussed , please find below our cost breakdown to perform the asphalt repairs:

Mobilization	\$2,5000	LS	1	\$ 2,500.00
2-Inch SP9.5	\$16.00	SY	889	\$14,224.00
General Conditions	\$2,000	LS	1	\$2,000.00
				<u>\$18,724.00</u>

Please review and, if acceptable, provide us with a purchase order at your earliest convenience. Should you have any questions, feel free to contact me at 305-776-8181.

Sincerely,

Victor G. Menocal
Project Manager



Town of Surfside Commission Communication

Agenda Item #: 5C

Agenda Date: March 8, 2016

Subject: Resolution Authorizing Issuance of a contract for mandated smoke testing of the sanitary sewer system utilizing a previously competitive bid contract with a vendor providing similar services within the State.

Objective: Approving the pricing and execution of a contract with USSI to provide sanitary sewer smoke testing services to facilitate compliance with Miami-Dade DERM's requirements under their Sanitary Sewer Evaluation Survey (SSES) Program. Compliance deadlines: June 1, 2016 for completion of smoke testing, November 12, 2016 for completion of all repairs.

Background: Miami-Dade County Chapter 24-42.2 requires all publicly and privately owned or operated sanitary sewer collection and transmission systems to complete a SSES every ten years. The SSES program was established in 2002 and is on-going. We are currently completing the Second Cycle.

The purpose of this survey is to ensure that infiltration & inflow (I&I) into the sanitary sewer collection system does not exceed the maximum amount allowed under Code. High I&I levels require additional efforts in the sanitary sewer transmission and treatment system, increase operating costs, reduce the system's effective capacity, and exhaust MDWASD's sanitary sewer allocation capacities.

The final deadline for compliance with all Second Cycle SSES requirements is November 12, 2016. By this date, all required repairs to the sanitary sewer system identified by the Survey must be completed and I&I levels must be documented to be below 5,000 gallons per day per inch diameter per mile of pipe. Part of the requirements is to have completed smoke testing of the entire gravity portions of the sanitary sewer system during the dry season, which will end on June 1, 2016. Noncompliance with this mandate by the stated deadline will trigger an immediate moratorium on sanitary sewer allocations from DERM, which will subsequently result in an effective building moratorium until such time that compliance is achieved.

A similar project was recently undertaken and completed by the Town of Davie, who competitively bid out services and awarded a contract to the low bidder, USSI, at a price of \$0.80 per linear foot of pipe. This same firm is currently working for the Toho Water Authority, performing the same services under a negotiated contract at \$0.23 per linear foot. We are proposing to utilize the competitively bid price from the Toho contract at a savings of 75% vs. the anticipated bid price at the going rate in the South Florida Market. USSI is amenable to this arrangement.

The Town owns and operates 48,863 linear feet of gravity sewer lines. At \$0.23 per foot, that results in a total cost of \$11,238.49. At \$0.80 per foot, these same services would cost the Town \$39,090.40.

Staff Impact: N/A

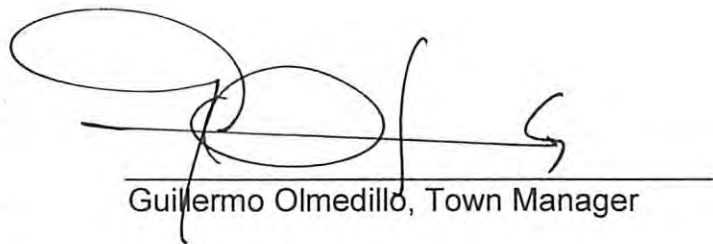
Growth Impact: Noncompliance with this mandate by the stated deadline will trigger an immediate moratorium on sanitary sewer allocations from DERM, which will subsequently result in an effective building moratorium until such time that compliance is achieved.

Budget Impact: This service is mandated by County ordinance. Piggy-backing off of an existing contract will result in a savings of approximately 75% vs. the anticipated bid price at the current market rate in South Florida. We anticipate a savings of \$27,851.91 on an expenditure of \$11,238.49, as outlined above. This item was not budgeted and will be funded through Water & Sewer Account # 401-9900-536-3110

Recommendation(s): It is recommended that the Town Commission approve the resolution to move forward with this item to facilitate compliance with the DERM requirements and schedules.



Joseph S. Krroll, Public Works Director



Guillermo Olmedillo, Town Manager

RESOLUTION NO. 16 - _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS IN THE AMOUNT OF \$11,238.49 TO CONTRACT WITH USSI TO PROVIDE SEWER SMOKE TESTING SERVICES FROM THE FISCAL YEAR 2015/2016 WATER AND SEWER FUND, ACCOUNT NO. 401-9900-536-3110; PIGGYBACKING OFF THE COMPETITELY BID CONTRACT AWARDED BY TOHO WATER AUTHORITY; PROVIDING FOR APPROVAL AND AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Miami-Dade County Chapter 24-42.2 requires all publicly and privately owned or operated sanitary sewer collection and transmission systems to complete a Sanitary Sewer Evaluation Survey (“SSES”) every ten years; and

WHEREAS, the purpose of this survey is to ensure that infiltration and inflow (“I&I”) into the sanitary sewer collection system does not exceed the maximum amount allowed under the Miami-Dade County Code; and

WHEREAS, the Town of Surfside wishes to contract with USSI to provide sanitary sewer smoke testing services to facilitate compliance with Miami-Dade County’s requirements; and

WHEREAS, the Town of Surfside is currently completing the Second Cycle of the SSES, with required compliance deadlines of June 1, 2016 for completion of smoke testing and November 12, 2016 for completion of all repairs; and

WHEREAS, all required repairs to the system must be completed by said deadline, and all I&I levels must be documented; and

WHEREAS, non-compliance by the above-stated deadline will trigger an immediate moratorium on sanitary sewer allocations from Miami-Dade County, subsequently resulting in an effective building moratorium until such time that compliance is met; and

WHEREAS, the Town Commission of the Town of Surfside, Florida desires to enter into an agreement with USSI for a contract price of \$0.23 per linear foot, (see Attachment “A”), by piggybacking off a competitively bid contract awarded by the Toho Water Authority for sanitary sewer smoke testing services; and

WHEREAS, USSI was selected by the Toho Water Authority pursuant to Invitation for Bid No. IFB-15-065 and in accordance with the Surfside procurement

process and pursuant to Section 3-13(3) of the Town of Surfside Code of Ordinances, the Town may enter into contracts entered into by another governmental agency through a competitive bid process; and

WHEREAS, it is in the best interest of the Town to authorize the expenditure of funds in the amount of \$11,238.49 to contract with USSI to provide sanitary sewer smoke testing services from the Fiscal Year 2015/2016 Water and Sewer, Account No. 401-9900-536-3110.

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

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

Section 2. Authorization to Expend Funds. The Town Commission is hereby authorized to expend \$11,238.49 from the Fiscal Year 2015/2016 Water and Sewer Fund, Account No. 401-9900-536-3110.

Section 3. Implementation. The Town Manager and/or 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 _____, 2016.

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

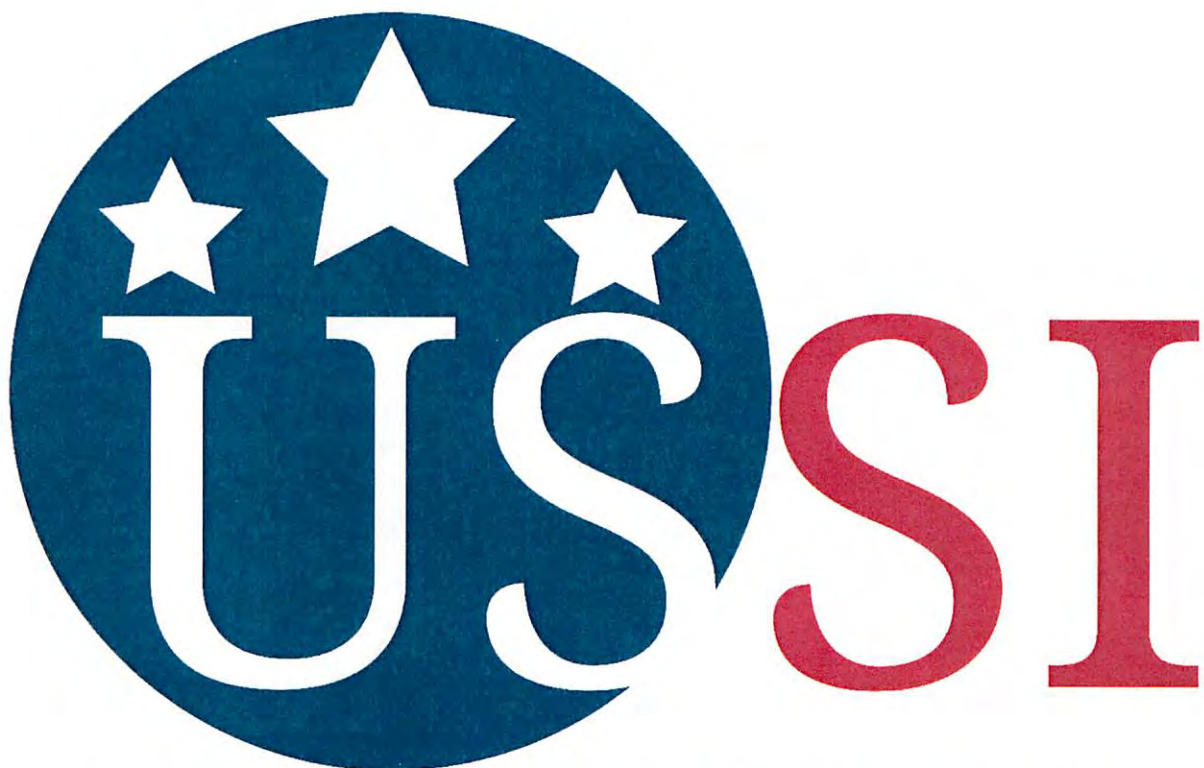
ATTEST:

Sandra Novoa, MMC, Town Clerk

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

Linda Miller

Linda Miller, Town Attorney



**“PROTECTING OUR NATURAL
RESOURCES THROUGH
TECHNOLOGY”**

**“PIGGY BACK”
PACKAGE**

**USSI
752 COMMERCE DR. SUITE 15
VENICE, FL 34292**

941-926-2646

USSIUSA.COM



CONTENTS:

- 1. INVITATION TO BID**
- 2. USSI PROPOSAL**
- 3. AWARD**
- 4. CONTRACT**

USSI
752 COMMERCE DR. SUITE 15
VENICE, FL 34292

941-926-2646

USSIUSA.COM



SECTION

1

INVITATION TO BID

USSSI
752 COMMERCE DR. SUITE 15
VENICE, FL 34292

941-926-2646

USSIUSA.COM

INVITATION FOR BID

BID TITLE:

IN-FLOW ABATEMENT
SERVICES

BID NO:

IFB-15-065



ISSUE DATE:

April 27, 2015

SUBMIT BID TO:

Toho Water Authority
Procurement Services, 3rd Floor
951 Martin Luther King Blvd.
Kissimmee, FL 34741

CONTACT PERSON:

Felicia Holmes, Procurement
Services Manager

EMAIL ADDRESS:

procurement@tohowater.com

PHONE:

(407) 944-5181

FAX:

(407) 931-4308

PRE - BID CONFERENCE:

N/A

**DEADLINE FOR WRITTEN
QUESTIONS:**

Friday, May 1, 2015, at 5:00 p.m.

BID DUE:

Tuesday, May 12, 2015, at 2:00 p.m.

**TOHO WATER AUTHORITY IS A NON-SMOKING AGENCY.
SMOKING IS STRICTLY PROHIBITED IN ALL FACILITIES AND ON ALL
AUTHORITY PROPERTIES.**

IFB-15-065
IN-FLOW ABATEMENT SERVICES
TABLE OF CONTENTS

Sections

	<u>Section</u>	<u>Page</u>
General Terms and Conditions	1	3 - 12
Instructions to Bidder	2	13 - 17
Scope of Services and Technical Requirements	3	18 - 23
Special Terms and Conditions	4	24 - 25
Submittal Requirements	5	26
Bid Form	6	27-28

Attachments

	<u>Attachment</u>	<u>Page</u>
“No-Bid” Response Form	A	29
Drug Free Workplace Form	B	30
Substitute W-9	C	31
References	D	33
Non-Collusion Affidavit	E	34
Local Vendor Preference for Local Vendors Only	F	35
Solicitation Response Identification Label	G	36

SECTION 1
GENERAL TERMS AND CONDITIONS
*****PLEASE READ CAREFULLY*****

BIDDER OR OFFEROR: THESE CONDITIONS AND INSTRUCTIONS TO BIDDERS shall be binding on all Bidders or Offerors and, except to the extent otherwise provided, are incorporated by reference in all contracts resulting from any written Request for Quotation (RFQ), Invitation for Bid (IFB) or Request for Proposal (RFP) issued, collectively the ("Request"), to which they are attached and response thereto (Bid) or (Proposal). Use of the term "bid" in these General Terms and Conditions and Instructions to Bidders or Offerors is not intended to be restricted to an IFB and shall also affect written RFQ's or RFP's.

These instructions are standard for all contracts for commodities or services issued through the Tohopekaliga Water Authority (the "Authority") Procurement Services Division. The Authority may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the IFB Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

PART I - CONDITIONS OF BIDDING

1.1 CLARIFICATION OF TERMS: If any Bidder or Offeror has questions about the specifications or other solicitation documents in connection with an RFQ, RFP or IFB, the prospective Bidder or Offeror must contact the buyer whose name appears on the face of the solicitation no later than five (5) business days prior to the date set for the opening of Bid or Proposals or receipt of Proposals. Any revisions to the solicitation will be made only by addendum issued by the buyer. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for opening of Bid or Proposals or receipt of Bids or Proposals.

1.2 USE OF AUTHORITY FORM AND TERMS AND CONDITIONS: Failure to submit a solicitation on the official Authority form provided for that purpose or unauthorized modification of or additions to any portion of the solicitation documents may be a cause for rejection of the Bid or Proposal. The Authority reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject any Bid or Proposal which has been modified. The Authority shall not be responsible for any errors or omissions of the Bidder or Offeror.

The solicitation shall be signed by a representative authorized to legally bind the firm submitting the Bid or Proposal. By signing the solicitation, the Bidder or Offeror agrees to the terms and conditions of the solicitation and certifies that it has inspected the job site(s) and shall be deemed to be aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, shall not be considered by the Authority.

1.3 EXCEPTIONS: For purposes of Bid or Proposal evaluation, Bidder or Offeror must indicate any exceptions, no matter how slight, from the General Terms and Conditions, Special Conditions, Specifications or Addenda in the space provided on the Bid or Proposal form. No exceptions by a Bidder or Offeror will be considered or deemed a part of the Bid or Proposal submitted unless such exceptions are listed in the Bid or Proposal and referenced in the space provided on the Bidder or Offeror proposal form. If exceptions are not stated or referenced as required, it will be assumed that the product or service fully complies with the Authority's terms, conditions, and specifications.

By receiving a Bid or Proposal, the Authority does not necessarily accept any exceptions contained in the Bid or Proposal. All exceptions submitted are subject to review and approval by the Authority. If any Bid or Proposal contains material exceptions that, in the Authority's sole opinion, make that Bid or Proposal conditional in nature, the Authority reserves the right to reject the Bid or Proposal in its entirety or that part of the Bid or Proposal which contains material exceptions.

- 1.4 **NO BID RESPONSE:** Vendors electing not to submit a Bid or Proposal in response to this solicitation should complete the attached “No Bid” Response form.
- 1.5 **BID OR PROPOSALS FIRM FOR ACCEPTANCE:** Bidder or Offeror warrants, by virtue of bidding, that its Bid or Proposal and the prices quoted in its Bid or Proposal will be firm for acceptance by the Authority for a period of ninety (90) days from the date of Bid or Proposal opening unless otherwise stated in the solicitation.
- 1.6 **LATE BID OR PROPOSAL & MODIFICATION OF BID OR PROPOSAL:** Any Bid or Proposal modification received at the office designated in the solicitation after the exact time specified for receipt of the Bid or Proposal or the modification is considered a late Bid or Proposal modification and may not be considered.

The Authority is not responsible for delays in delivery of the mail by the U.S. Postal Service, private carriers or the inter office mail system. It is the sole responsibility of the Bidder or Offeror to ensure its Bid or Proposal reaches the Procurement Services Office by the designated date and hour.

- a. The official time used in the receipt of Bid or Proposals is that time stamped by the automatic time stamp machine in the Procurement Services Office. Date/time stamps marked after the designated time of receipt will be rejected.
- b. Late Bid or Proposal modifications will be returned to the Bidder or Offeror UNOPENED, if solicitation number, acceptance date, and Bidder/Offeror return address is shown on the container.
- c. If the Authority closed its office due to inclement weather, the time for Bid or Proposals opening or receipt of Bid or Proposals will be extended to the next business day, same time.
- d. Vendors may modify their Bid or Proposals prior to the date and time specified for the bid opening. Facsimile modification of Bid or Proposals shall not be accepted unless the solicitation allowed submittal by facsimile.
- 1.7 **WITHDRAWAL OF BID OR PROPOSALS:** A Bidder or Offeror for a contract may request withdrawal of his or her Bid/Proposal under the following circumstances:
- a. Bid or Proposals may be withdrawn on written requests from the Bidders or Offerors received at the address shown in the solicitation prior to the time of acceptance.
- b. Requests for withdrawal of Bid or Proposals after opening of such Bid or Proposals but prior to award shall be transmitted to the Authority’s Procurement Services Division, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the Bid/Proposal the Authority may exercise its right of collection.
- c. Bid or Proposals shall not be withdrawn after award of a contract or issuance of a purchase order. No plea or claim of mistake in the solicitation or resulting contract or purchase order shall be available as a defense in any legal proceeding brought upon a contract or purchase order awarded to a Bidder/Offeror as a result of the breach or nonperformance of such contract or purchase order.
- 1.8 **ERROR IN BID OR PROPOSALS:** When an error is made in extending total prices, the unit bid price will govern. Erasures in Bid or Proposals must be initialed by the Bidder or Offeror. Carelessness in quoting prices or in preparation of bid or otherwise, will not relieve the Bidder or Offeror of its responsibilities to provide the good or service. Bidders or Offerors are cautioned to recheck their Bid or Proposal for possible errors. Errors discovered after public opening cannot be corrected and the Bidder or Offeror will be required to perform if his or her Bid or Proposal is accepted.
- 1.9 **IDENTIFICATION OF BID ENVELOPE:** The signed Bid or Proposal envelope and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

IFB No. and Title/Due Date
Name of Bidder or Offeror
Street
City, State, Zip Code
Attn: Procurement Services

Please attach the label provided (Attachment G) on the outside mailing package.

If a Bid or Proposal is not addressed with the information as shown above, the Bidder or Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the Bid or Proposal to be disqualified. Bid or Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

1.9.1 PRICING

- a. Bidder or Offeror warrants by virtue of bidding that prices, terms and conditions quoted in its Bid or Proposal will be firm for acceptance for a period of ninety (90) days from the date of Bid or Proposal opening unless otherwise stated by the Authority or Bidder or Offeror.
- b. Prices should be stated in units of quantity as specified in the Bid/Proposal form.
- c. Life cycle cost analysis may be considered when determining the lowest responsive and responsible Bid or Proposal. This analysis may consider, in addition to purchase price, any proposed upward or downward escalator clauses proposed for the initial contract term and any potential renewal terms; operating and related costs over the life of the item including maintenance, down time, energy costs, salvage value, etc.
- d. Bid or Proposal prices shall be for complete installation ready for the Authority's use and shall include all applicable freight and installation charges; extra charges not allowed.
- e. When an annual contract is not requested by the Authority and the Bid or Proposal is for products or services to be delivered on a one-time only or staggered basis, only firm pricing shall be given consideration. General terms such as "price in effect at time of delivery" shall not be considered.

1.10 OPENING: At the time fixed for the opening of responses to a Bid or Proposal, all Bid or Proposals will be opened and the names of the Bidders or Offerors and the amount shall be read aloud and made readily available to the public. If a public opening of a Request for Proposal is held, only the names of the Bidders or Offerors will be read publicly.

1.12 TIE BID OR PROPOSALS: A Drug Free Workplace Statement must be completed, signed, and returned prior to award of Bid or Proposal. This form will be used whenever two or more Bid or Proposals that are identical with respect to price, quality, delivery, and service are received; a Bid or Proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

1.13 TAX EXEMPTION: The Authority is exempt from Federal excise and State sales taxes. Tax exemption number is 85-8012897680C-2 and is also stipulated on our Purchase Orders.

1.14 NO CONTACT POLICY: No Bidder or Offeror shall initiate or otherwise have contact related to the solicitation (RFQ, IFB or RFP) with an Authority representative, officer or employee, other than with the Procurement Services Division, after the date and time established for receipt of Bids or Proposals. Any contact initiated by a Bidder or Offeror with any Authority representative, officer or employee other than through the Procurement Services Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder or Offeror from this procurement process.

1.15 LICENSES, PERMITS, AND FEES: All Bid or Proposals submitted shall have included a list of any business and professional licenses, permits, or fees required by the Authority.

PART II - DEFINITIONS/ORDER OF PRECEDENCE

2.1 BIDDING DEFINITIONS: The Authority will use the following definitions in its these CONDITIONS AND INSTRUCTIONS TO BIDDERS OR OFFERORS and in its general conditions, special conditions, technical specifications, instructions to Bidders or Offerors, addenda, and any other document used in the bidding process:

- a. INVITATION FOR BID – (IFB) when the Authority is requesting Bids from qualified Bidders.
- b. REQUEST FOR PROPOSAL – (RFP) when the Authority is requesting proposals from qualified Offerors.
- c. REQUEST FOR QUOTATION – (RFQ) when the Authority is requesting quotes from qualified Bidders or Offerors.
- d. BID – a price and terms quote received in response to an IFB.
- e. PROPOSAL – a proposal received in response to an RFP or RFQ.
- f. BIDDER – person or firm submitting a Bid.
- g. OFFEROR – person or firm submitting a Proposal.
- h. RESPONSIVE BIDDER – a person whose bid conforms in all material respects to the terms and conditions included in the IFB.
- i. RESPONSIBLE BIDDER – a person who has the capability in all respects to perform in full the contract requirements, as stated in the IFB, and the integrity and reliability that will assure good faith performance.
- j. CONTRACTOR – a successful bidder or offeror who is awarded a purchase order, award contract, blanket purchase order agreement, or term contract to provide goods or services to the Authority.
- k. CONTRACT – a written agreement for the procurement or disposal of equipment, materials, supplies, or services but not for public construction.
- l. PUBLIC ENTITY CRIME and CONVICTED VENDOR LIST have the meanings set out in Section 287.133, Florida Statutes.

- 2.2 **SPECIAL CONDITIONS:** Any and all Special Conditions contained in this IFB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions, except as otherwise provided. If no changes or deletions to the General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

PART III - SPECIFICATIONS

- 3.1 **BRAND NAME OR EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or offeror catalog number with acceptance of APPROVE EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the Authority. In such cases, the Authority will be receptive to any unit that would be considered by qualified Authority personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the Authority, the Bidder or Offeror must state clearly in its bid any exceptions from those specifications. It is the Bidder's or Offeror's responsibility to provide adequate information in its Bid or Proposal, to enable the Authority to ensure that the Bid or Proposal meets the required criteria. If adequate information is not submitted with the Bid or Proposal, it may be rejected. The Authority will be the sole judge in determining if the item Bid or Proposal qualifies as an approved equal.
- 3.2 **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation there from will be permitted and the Bidder or Offeror will be required to furnish articles in conformity with that specification.
- 3.3 **EQUIPMENT STANDARDS:** Any equipment delivered shall be standard new equipment, latest model, the best quality, and the highest grade work, except as otherwise specifically stated in the Bid or Proposal. Any part of nominal appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
- 3.4 **ANNUAL CONTRACT USAGE REQUIREMENTS:** Whenever a Bid or Proposal is sought seeking a source of supply for an annual contract for products or services, the quantities or usage shown are estimates only. No guarantee or warranty is given or implied by the Authority as to the total amount that may not be purchased from any resulting contract. These quantities are for Bidder or Offerors information only and will be used for tabulation and presentation of Bid or Proposals

PART IV - BIDDING AND AWARD PROCEDURES

- 4.1 AWARD OR REJECTION OF BID OR PROPOSALS:** The Authority reserves the right to accept or reject any or all Bid or Proposals and to waive minor irregularities or variations to specifications contained in Bid or Proposals, and minor irregularities in the bidding process. The Authority reserves the right to award the contract on a split order basis; lump sum basis, individual item basis, or such combination as shall best serve the interest of the Authority. The Authority reserves the right to make an award to the responsive and responsible bidder whose product or service meet the terms, conditions, and specifications of the IFB and whose Bid or Proposal is considered to best the Authority's interest. In determining the responsiveness of the offer and the responsibility of the Bidder or Offeror, the following shall be considered:
- a. the ability, capacity and skill of the Bidder or Offeror to perform as required
 - b. whether the Bidder or Offeror can perform promptly, or within the time specified, without delay or interference
 - c. the character, integrity, reputation, judgment, experience and efficiency of the bidder
 - d. the quality of past performance by the Bidder or Offeror
 - e. the previous and existing compliance by the Bidder or Offeror with related laws, ordinances, administrative rules and orders and resolutions and requirements of the Authority.
 - f. the sufficiency of the Bidder's or Offeror's financial resources
 - g. the availability, quality and adaptability of the Bidder's or Offeror's supplies or services to the required use
 - h. the ability of the Bidder or Offeror to provide future maintenance, service or parts
 - i. the number and scope of conditions attached to the Bid or Proposal.

If the IFB or RFQ provides for a contract trial period, the Authority reserves the right, in the event the selected Bidder or Offerors does not perform satisfactorily, to award for a trial period to the next ranked Bidder or Offeror or to award a contract to the next ranked Bidder or Offeror, if that Bidder or Offeror has successfully provided services to the Authority in the past. This procedure to continue until a Bidder or Offeror is selected or the contract is re-bid, at the sole option of the Authority.

- 4.2 QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Authority may make such reasonable investigations as it deems proper and necessary to determine the ability of the Bidder or Offeror to perform the work/furnish the item(s) and the Bidder or Offeror shall furnish to the Authority all such information and data for this purpose as may be requested. The Authority reserves the right to inspect Bidder's or Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's or Offeror capabilities. The Authority further reserves the right to reject any Bid or Proposal if the evidence submitted by or investigations of such Bidder or Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated herein.
- 4.3 USE OF OTHER GOVERNMENTAL CONTRACTS:** The Authority reserves the right to reject any part of all of any Bid or Proposal received and utilize other available governmental contracts, is such action is in its best interest.
- 4.4 PUBLIC ENTITY CRIMES:** "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid or Proposal on a contract to provide any goods or services to a public entity, may not submit a Bid or Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bid or Proposals on leases of real property to a public entity, may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."
- 4.5 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times is open for personal inspection by any person. Section 119.01, F.S., the Public Records Law. Sealed Bid or Proposals received by the Authority in connection with an IFB, RFP or RFQ shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Bidder or Offeror

believes any of the information contained in its response is exempt from the Public Records Law, and then the Bidder or Offeror must in his or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the Authority will treat all materials received as non-exempt. The Authority's determination of whether an exemption applies shall be final, and the Bidder or Offeror agrees to defend, indemnify and hold harmless the Authority and the Authority's officers, employees and agents, against any loss or damages, including but not limited to attorneys' fees, incurred by any person or entity as a result of the Authority's treatment of records as public records.

- 4.6 PROHIBITION OF INTEREST:** No member, officer, agent, or employee of the Authority, either for himself or as agent for anyone else or as a stockholder or owner in any other legal entity, shall participate in or benefit directly or indirectly from any sale, purchase, lease, contract or other transaction entered into by the Authority. No contract will be awarded to a bidding firm in violation of the foregoing provision or in violation of Part III of Chapter 112, Florida Statutes. Any firm in which any member of the Board of Supervisors of the Authority or any officer or employee of the Authority or such individual's spouse or child is an officer, partner, director or proprietor or in which any such individual or any combination of them has a material interest as defined in Part III of Chapter 112, Florida Statutes, must disclose such interest and must fully comply with state law, including the Authority's governing act and Part III of Chapter 163, Florida Statutes and may be precluded from obtaining an award.. Bidders or Offerors must disclose any such affiliation or material interest. Failure to disclose any such affiliation or material interest will result in disqualification of the Bidder or Offeror and removal of the Bidder or Offeror from the Authority's Bidder's or Offeror's list and prohibition from engaging in any business with the Authority.

PART V - BONDS AND INSURANCE

- 5.1 PERFORMANCE BOND/IRRECOVABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in the Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the Authority a performance bond or an unconditional irrevocable letter of credit payable to the Toho Water Authority, Florida in the face amount specified in the Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the Authority thirty (30) days prior to the termination date of the existing performance bond. The performance bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a letter of credit is chosen, it must be in a form acceptable to the Authority, drawn on a local bank acceptable to the Authority and issued in favor of the Authority. If the Bidder or Offeror wishes to use a non local bank, he must have prior Authority approval of the requirements to draw against the letter of credit.
- 5.2 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashier's check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful Bidders or Offerors as soon as practicable after opening of Bid or Proposals. Bid security will be returned to the successful Bidder or Offeror after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in the Special Conditions.
- 5.3 LETTERS OF CREDIT:** Generally, the Authority will require that the bank be rated A or better by a major rating agency. If the rating of the bank is downgraded below investment grade or if due to other circumstances, the Authority has concerns about the credit worthiness of an issuing bank, the Bidder or Offeror may be required to replace the letter of credit with a letter of credit issued by a different bank acceptable to the Authority or with a performance bond or, in the case of Bid Security with a letter of credit issued by a different bank acceptable to the Authority or with a bid bond, postal money order, cashier's check.
- 5.4 INSURANCE:** If the Contractor is required to go on the Authority property to perform work or services as a result of IFB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by the Authority or specified in the Special Conditions. The Contractor shall provide to the Authority original certificates and coverage and receive notification of approval of those certificates by the Authority's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the Authority's Risk Manager. The certificates must list the Authority as ADDITIONAL INSURED

and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion the Authority's Risk Manager if circumstances change or adequate protection of the Authority is not presented.

PART VI - PURCHASE ORDER AND CONTRACT TERMS

- 6.1 CONFIDENTIALITY AND OWNERSHIP OF DATA:** Any reports, information, intellectual property, data, drawings, specifications estimates and summaries given to or prepared or assembled by the Contractor under the Scope of Work of the contract, shall not be made available to any individual or organization by the Contractor without prior written approval of the Authority. All of these items shall become the property of the Authority upon payment of fees as required by the contract.
- 6.2 OBLIGATIONS OF THE AUTHORITY AND CONTRACTOR:** Authority: The Authority shall furnish to the Contractor all available information as listed in the solicitation that may be useful for the contract work. The Authority shall assist the Contractor in obtaining access to enter upon public and private property as required to perform the contract work. The Authority shall designate a representative who shall serve as the principal contact and give direction to the Contractor throughout the duration of the contract. Contractor: The Contractor represents that he has, or shall secure at his expense, all personnel, including subcontractors required to perform and complete the Scope of Work.
- 6.3 PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made thirty (30) days after receipt of a proper invoice with complete supporting documentation, or thirty (30) days after receipt of all goods or acceptance of work, whichever is the latter.
- 6.4 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 6.5 OTHER GOVERNMENTAL ENTITIES:** If the Bidder or Offeror is awarded a contract as a result of this RFP, IFB or RFQ he or she will, if has sufficient capacity or quantities available, provide to other governmental agencies so requesting, the products or services awarded in accordance with the terms and conditions of the RFP, IFB or RFQ and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 6.6 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Authority employee. Only those communications which are in writing from an authorized Authority representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the Authority as duly authorized expressions on behalf of Contractors.
- 6.7 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Bidder or Offeror shall be employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the Authority. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this IFB and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 6.8 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the Authority and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, litigation, whether in court or before an administrative body, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or

alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

- 6.9 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the Authority may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the Authority by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall at the option of the Authority become the Authority's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the Authority, not to exceed an amount equal to percentage of the contract price representing the percentage of the work completed satisfactorily. The Contractor, however, shall not be relieved of liability to the Authority for damages sustained by the Authority by reason of any breach of the Agreement by the Contractor and the Authority may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the Authority from the Contractor can be determined.
- 6.10 TERMINATION FOR CONVENIENCE:** The Authority reserves the right, in its best interest as determined by the Authority, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 6.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the Authority for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period and continuation of the contract into subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 6.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the Authority's Auditors. The Contractor agrees to make available to the Authority's Auditors during normal business hours all books of account, reports, and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 6.13 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations as well as all resolutions or directives of the Authority that would apply to this contract.
- 6.14 NON DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 6.15 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida in accordance with Florida Statutes, prior to entering into a contract with the Authority.
- 6.16 COPYRIGHTS OR PATENT RIGHTS:** The Bidder or Offeror certifies by submission of Bid/Proposal that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this Bid or Proposal. The successful Bidder or Offeror shall, at its own expense defend any and all actions or suits charging such infringement and will save the Authority, its officers, employees, and agents harmless from any and all liability, loss, or expense occasioned by any such violation.
- 6.17 INVOICES:** Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the IFB/RFP number and or purchase order number.
- 6.18 DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Authority after due oral and written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs.

- 6.19 DELIVERY:** In the appropriate space, the Bidder or Offeror shall state the time of proposed delivery or project completion in number of calendar days. Unless otherwise specified, calendar days shall be presumed. Unless otherwise specified, quote the earliest delivery possible as this may be considered a factor in making award. Delivery expressed in calendar days may be given preference over such general terms as "stock immediately" and "as soon as possible." As time will be of the essence for any orders placed as a result of this bid, the Authority reserves the right to cancel such orders or any part thereof, without obligation if delivery is not made at the time(s) specified on the bid form.

PART VII - DELIVERY PROVISION

- 7.1 SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation of each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 5:00 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop shipped.
- 7.2 RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for loss or damage to materials or supplies covered by the contract until they are delivered at the designated point, a physical inspection is made by the Authority and the material or supplies are accepted by the Authority. The Contractor shall bear all risk of loss or damage to rejected materials or supplies and for all materials and supplies prior to acceptance by the Authority. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the Authority may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.
- 7.3 TESTING AND INSPECTION:** The Authority reserves the right to conduct any test/inspection it may deem advisable to assure that of supplies and services conform to the specifications. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Authority will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Authority for such materials or supplies as are not in accordance with the specifications.
- 7.4 COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement Services Office when not in conflict with the bid/contract. The decision the Authority as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Procurement Services Office, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Authority, there shall be added to the time of completion a time equal to the period of such delay caused by the Authority. However, the Contractor shall not be entitled to claim damages of extra compensation for such delay or suspension.
- 7.5 POINT OF DESTINATION:** All materials shipped to the Authority must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.

- 7.6 **REPLACEMENT:** Materials or components that have been rejected by the Procurement Services Office, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Authority.
- 7.7 **PACKAGING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by packing slips or delivery tickets and shall contain the following information for each item delivered:
- a. purchase order number/contract number
 - b. name of article and stock number
 - c. quantity ordered
 - d. quantity shipped
 - e. quantity back ordered
 - f. the name of the Contractor

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

- 7.8 **SAMPLES:** Evidence in the form of samples may be requested if brand being quoted upon is other than as specified. The Authority reserves the right to request that such samples be furnished at the time of bid opening. The Authority also reserves the right to request samples after the date of bid opening. Requested samples must be furnished free of expense to the Authority and if not used in testing or destroyed, will, upon request, be returned at the Bidder's or Offeror's expense.

PART VIII - BIDDER/OFFEROR/CONTRACTOR REMEDIES

- 8.1 **PROTEST OF AWARD OR DECISION TO AWARD/EXHAUSTION OF ADMINISTRATIVE PROCEEDING:** Any protest must be made within three (3) days following posting of the bid/proposal award. Protest procedures are available from the Authority Procurement Services Department. Notice of decision or intended decision concerning a Bid or Proposal solicitation or award will be given by posting the Bid or Proposal tabulation or recommended award at the location where the Bid or Proposals were opened. The Bidder or Offeror must exhaust this administrative proceeding before bringing suit. Failure to file a protest within the time prescribed herein and to exhaust the remedy provided by the Authority for such bid protest shall constitute a waiver of the right to bring suit.
- 8.2 **DISPUTES:** In the case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the Authority's Procurement Agent shall be final and binding on both parties.
- 8.3 **NO CONSEQUENTIAL DAMAGES:** Consequential damages shall not be available to a Contractor for breach of contract by the Authority.
- 8.4 **NO DAMAGES REMEDY TO OFFEROR OR BIDDER:** An Offeror or Bidder who is unsuccessful shall not have a damages remedy as a result of the rejection of the Bid or Offer but shall be limited to the administrative remedies provided by the Authority and, after exhausting such remedies, the further remedy of declaratory relief or, in a proper case, injunction. Venue shall in all cases be in Osceola County, Florida.
- 8.5 **PERSONAL PRONOUNS AND TERMINOLOGY.** The personal pronouns, are used interchangeably regardless of sex and regardless of the legal status or identity of the entity or person to which the terms apply.

END OF SECTION 1

SECTION 2

2.0 INSTRUCTIONS TO BIDDER

2.1 PURPOSE

The purpose of these specifications is to select a Contractor to provide inflow abatement services for Toho Water Authority.

2.2 PARTIES DEFINED

A. The term “Authority” used in the bid documents refers to Toho Water Authority.

The term “Contractor” refers to the person or firm to whom an award is made to perform the work under this contract.

B. The term “Contractor” refers to the person or firm to whom an award is made to perform the work under this contract.

C. The term “Successful Bidder” refers to the lowest, qualified, responsive and responsible Contractor to whom the Authority makes an award.

2.3 PRE-BID CONFERENCE AND PRE-CONSTRUCTION MEETING

There will be no pre-bid conference for this solicitation.

2.4 CLARIFICATION OF REQUIREMENTS

Questions regarding clarification or interpretation of this solicitation shall be addressed **in writing via email no later than Friday, May 1, 2015, at 5:00 p.m.** to the Procurement Services Department at procurement@tohowater.com. **Phone calls will not be accepted.** However, unless modified by a written addendum issued by the Procurement Services department, the specifications and conditions contained herein stand as stated. Verbal communications are neither authoritative nor binding. Any verbal interpretation in conflict with these specifications as written should immediately be directed in writing to the Procurement Services department. Any interpretation provided to any vendor in response to inquiries regarding this solicitation which may affect the outcome of this bid will be furnished in writing via addendum to all vendors on DemandStar at www.demandstar.com and on VendorLink at www.myvendorlink.com.

2.5 EXAMINATION OF BID DOCUMENTS

It is the responsibility of each Bidder before submitting a bid:

- To examine thoroughly the Bid Documents
- To study and carefully correlate the Bidder’s knowledge and observations of the Bid Documents and such other related data
- To promptly notify the Authority of all conflicts, errors, ambiguities or discrepancies which the Bidder has discovered in or between the Bid Documents and such other related documents or conditions.

2.6 BID OPENING AND INSTRUCTIONS FOR SUBMITTING BID

A. The deadline for submitting bids and the location for opening bids is shown on the cover sheet. Bids will be opened publicly and read aloud immediately following the deadline for submitting bids. **No bid shall be considered if it arrives after the scheduled due date and time. No exceptions will be made.**

B. Each Bidder shall submit one (1) original and one (1) copy of the bid submittal. The submittal shall also include a CD or memory stick containing the entire bid formatted to be ready with Microsoft software or Adobe PDF software.

C. All bids must be submitted in a sealed package(s) and date and time stamped by an Authority representative on or prior to the due date and time specified on the front page. No other form of submission will be accepted (i.e., E-mail, Facsimile, etc.). Bid packages must be identified on the outside as follows:

Solicitation No. and Title/Due Date

Name of Bidder
Street
City, State, Zip Code
Attn: Procurement Services

Please use the form provided (Attachment G) on the outside mailing package.

- D. Bids will be available for inspection during normal business hours in the Procurement Services Department within 30 days of the closing date, by appointment (Florida Statute 119.071(1) (b)).
- E. A copy of the completed bid tabulation will be available on DemandStar at www.demandstar.com and on VendorLink at www.myvendorlink.com within thirty (30) days after bid opening.

2.7 SIGNATURE

The Bidder shall sign the bid in the proper section with a manual signature of an authorized representative, and shall enter his title and date of the bid. Failure to properly sign the bid shall invalidate the bid and it shall not be considered for award. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the bid prior to submittal of the bid.

2.8 IRREVOCABLE OFFER

Any bid may be withdrawn up until the date and time set above for opening of the bid. Any bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) days to sell the Authority the goods or services set forth in the attached specification until one (1) or more of the bids have been duly accepted by the Authority.

2.9 RESERVED RIGHTS

The Authority reserves the right to accept or reject any and/or all bids, or any part thereof and/or to waive irregularities and technicalities. Also, the Authority reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the Authority. Any sole response received by the first submission date may or may not be rejected by the Authority depending on available competition and timely needs of the Authority. For each item or for all items combined, the bid of the lowest responsive, responsible bidder will be accepted, unless all bids are rejected.

To be responsive, a bidder shall submit a bid that conforms in all material respects to the requirements set forth in the bid.

To be a responsible, a bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the Authority reserves the right to make such investigation as it deems necessary to make this determination. Such information may include but shall not be limited to: current financial statements; verification of availability of equipment and personnel, and past performance records.

2.10 CODE OF ETHICS

With respect to this bid, if any bidder violates or is a party to a violation of the Code of Ethics of the Authority per the Authority's procurement regulations and/or the State of Florida per Florida Statutes, Chapter 12, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for the Authority.

2.11 SHAM OR COLLUSIVE BIDS

The bids of any bidder or bidders who engage in collusive bidding shall be rejected. Any bidder who submits more than one bid in such a manner as to make it appear that the bids submitted are on a competitive basis from different parties shall be considered a collusive bidder.

2.12 AWARD

Award will be made to the lowest responsive and responsible bidder within ninety (90) days after the bid opening. Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted. The Authority reserves the right to make an award in whole or in part at its discretion.

2.13 RE-AWARD

If for some reason the awarded vendor cannot fulfill the bid requirements, a letter of cancellation will be sent and that vendor will be removed from the bid. The Authority will then either contact the next vendor in line to see if they are still interested in an award of the bid to replace the cancelled vendor. The Authority reserves the right to re-bid.

2.13 NOTICE OF AWARD

Notice of award will also be posted on DemandStar at www.demandstar.com and on VendorLink at www.myvendorlink.com.

2.14 BID FORM

See **Submittal Requirements** for complete details. No bid will be considered unless it is submitted upon the Bid Form supplied for this project. The blank spaces in the Bid Form shall be filled in correctly and completely for each and every item for which a description is given. All names must be typed or printed on or below the signature.

Where prices are requested, the Bidder must state the price(s) for which he proposes to do each part of the work contemplated, and the total amount for all parts included in any or all of the combinations of the work. The Bid Form must be completed and signed by an agent who is fully authorized to bind the individual submitting the offer to sell, to the terms, conditions, and specifications contained herein as well as any addenda to this solicitation.

2.15 CONTRACT TERM/RENEWAL

The initial contract period shall be for three (3) years to commence upon the issuance of purchase order or execution of the agreement. The contract may be renewed subject to written notice of agreement for one (1) additional two (2) year period beyond the primary contract period. Unit prices bid shall be held firm for the initial term and the two (2) year renewal period.

2.16 ADDENDA TO THE SOLICITATION

- A. The Authority reserves the right to amend this solicitation at any time prior to the deadline for submitting Bids or Proposals. If it becomes necessary to revise any part of this solicitation, notice of the revision will be posted on DemandStar at www.demandstar.com and on VendorLink at www.myvendorlink.com. If, in the opinion of the Procurement Services Agent, the deadline for the submission of proposals does not provide sufficient time for consideration of any Addendum, then such deadline may be extended at the discretion of the Authority.
- B. It shall be the responsibility of each Bidder to contact the Procurement Services contact identified on the cover page to this solicitation prior to submission of a bid or proposal hereunder in order to determine whether any addenda have been issued in connection with this procurement. Notwithstanding any provision to the contrary, the failure of any Bidder to receive any addenda shall neither constitute grounds for withdrawal of its proposal nor relieve such Bidder from any responsibility for incorporating the provisions of any addenda in its proposal.

2.17 RECEIPT OF ADDENDA

Receipt of any addenda issued shall be acknowledged on the addenda and returned with Bid. **Failure to acknowledge your receipt of any addenda may result in your bid being considered non-responsive.**

2.18 LATE BIDS

Bids or unsolicited amendments to bids arriving after the closing date and time shall not be considered. Bids received after the bid submission deadline shall be returned to the Bidder unopened providing that sufficient bid identification information is shown on the outside of the bid envelope.

2.19 BID PRICES

In the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern. In the event there is a discrepancy between the prices written in words and written in figures, the prices written in words shall govern. In case of error in the Bidder's extended summation, the computed total of the Authority shall govern. The total amount of the summation of Bid extension shall be the basis of awarding the contract to the lowest responsible Bidder.

Should the lowest responsible bid exceed the funds budgeted for the project, the Authority reserves the right to negotiate with the lowest responsive and responsible Bidder in the best interest of the Authority.

2.20 CONTRACTUAL AGREEMENT

An agreement will be required for this service and must be signed by the Bidder prior to execution by the Authority, whereupon the bidder becomes the Contractor upon approval.

2.21 DISCLOSURE OF BID CONTENT

All material submitted becomes the property of the Authority and may be returned only at the Authority's option. The Authority has the right to use any or all ideas presented in any reply to this Bid. Selection or rejection of any Bid does not affect this right.

The Authority is governed by the Public Record Law, Chapter 119, Florida Statutes. Only trade secrets as defined in Section 812.081(1)(c), Florida Statutes or financial statements required by the Authority as defined in 119.071(1)(c), Florida Statutes (hereinafter "Confidential Materials"), may be exempt from disclosure. If a respondent submits Confidential Materials, the information must be segregated, accompanied by an executed Non-Disclosure Agreement for Confidential Materials and each pertinent page must be clearly labeled "confidential" or "trade secret." The Authority will not disclose such Confidential Materials, subject to the conditions detailed within the Agreement, which is attached to this solicitation. When such segregated and labeled materials are received with an executed Agreement, the Authority shall execute the Agreement and send the respondent a "Receipt for Trade Secret Information."

2.22 ASSIGNMENT

The successful Bidder will not be permitted to assign its contract with the Authority, or to subcontract any of the work requirements to be performed, without obtaining prior written approval from the Authority.

2.23 LOCAL VENDOR PREFERENCE POLICY

This policy will apply only to:

- A. Contracts equal to or less than \$2,000,000.00
- B. Equipment and commodity purchases equal to or less than \$150,000.00

The local vendor preference is applicable to any request for quotation and/or formal bid solicitation by the Toho Water Authority that meets the price criteria above.

A qualified local vendor who has submitted the lowest responsive and responsible bid from all local vendors who submit a bid in response to a solicitation and whose bid is within three percent (3%) of the lowest responsive and responsible bid will be provided the opportunity to match the lowest responsive and responsible bid from bid submittals within three (3) business days of the bid opening. If the local vendor agrees in writing to match the lowest responsive and responsible bid, the purchase/contract will be awarded to the local vendor. If the local vendor does not agree to match the lowest responsive and responsible bid, the purchase/contract will be awarded to the lowest responsive and responsible bidder.

To qualify as a local vendor, the following criteria must be met:

IFB-15-065 – In-Flow Abatement Services

- A. Has its headquarters, manufacturing facility, locally-owned franchise, or an operating branch located in, or having a street address within the legal boundaries of Osceola County (including the City of St. Cloud and its Chapter 180 service area) or the Authority's service area in Polk County or in Orange County for at least one (1) year immediately prior to the issuance of the request for quotation or formal bid solicitation. (Post office boxes do not qualify as a verifiable business address).
- B. Maintains a valid or current business license issued by a jurisdiction located in the geographic area described in section A above for at least one (1) year prior.
- C. Pays business and/or real property tax due to Osceola, Polk or Orange Counties and have paid such tax for the most recent tax year.

A local vendor may become pre-qualified prior to submitting a bid or quotation by submitting the following:

- A. A physical address
- B. A copy of a current Osceola County or, as applicable, Polk or Orange County Local Business Tax Receipt (formerly known as an occupational license) or local business tax receipt from another local jurisdiction located in Osceola County or, as applicable, in Polk or Orange Counties, to verify the business; and
- C. Proof of payment of business license and/or real property tax due to Osceola County, or as applicable, Polk or Orange County.

Exceptions to this policy shall include, but are not limited to the following:

- A. Purchases that are funded in whole or in part by assistance from any federal, state, or local agency that disallows local preference;
- B. Purchases made through a cooperative agreement (i.e., one or more agencies combining requirements in order to benefit from discounts that may be obtained through volume purchasing);
- C. Purchases made from another agency's agreements or contracts (i.e., piggy-backing);
- D. Purchases subject to Section 287.055 Florida Statutes, the Consultants' Competitive Negotiation Act (CCNA), as amended;
- E. Procurements subject to formal proposal where price is not a primary factor and/or is not part of the criterion and; therefore, not subject to local vendor preference; however, a firm's location may be considered in the evaluation criterion.

2.24 REFERENCES

Each Bidder must submit with its Bid, three (3) references (**See Attachment D, Reference Form**). References shall be of similar scope of operations as the Authority to whom the Bidder has supplied the same services within the past three (3) years. References must be able to attest without reservation to the fact that the Bidder provided the contracted goods/services without a significant problem of any kind, and at any time during the contract period. Failure to provide this information may be cause for rejection of the Bid.

END OF SECTION 2

SECTION 3

3.0 SCOPE OF SERVICES AND TECHNICAL REQUIREMENTS

3.1 INTRODUCTION AND INTENT

The purpose of these specifications is to select a Contractor to provide inflow abatement services for Toho Water Authority.

3.2 RESPONSIBILITIES OF CONTRACTOR

The following tasks shall be performed by the Contractor within wastewater pumping station collection basins designated by the Authority.

A. INSPECTING MANHOLES

Inspect manholes for damage, leakage or other operating or structural problems. This inspection should include documentation of adverse conditions (including a photograph) and GPS location. All data should be correlated to the manhole asset number provided by the Authority.

B. SEALING MANHOLES CHIMNEYS

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to seal the manhole chimney as outlined herein. The intent of the chimney seal is to prevent inflow from the area beneath the rim of the manhole, but above the cone. The chimney includes the ring, cement extensions, lift rings, brick or cement used to raise the manhole ring.

The chimney seal shall be installed using ElastaSeal® internal manhole sealing system or equivalent as approved by the Engineer (approval will be based on parameters below and installed experience in the southeastern United States) that specifies a primer material to stick to the concrete, and a flexible seal. The seal is to be of an aramid fiber reinforced flexible, but resistant material to account for surface loading changes that create most chimney damage. The sealing materials shall have the following parameters:

Primer coat:

- Specific gravity > 1.0
- >90 % solids as measured by ASTM D2369
- Elongation 650 +/- 50 as measured by ASTM D412
- Adhesive strength > 700 psi on steel or concrete as measured by Eclometer 109
- Tensile strength = 3200 +/- 50 psi as measured by ASTM D412
- Tear resistance = 325 +/- 10 psi as measured by ASTM D624
- Nonflammable as measured by ASTM D-93 in a Pensky-Martens closed cup
- Temperature Range -65 to 200 F
- Minimal water absorption capacity (<0.5%)

Top Coat:

- Specific gravity > 1.0
- >99 % solids as measured by ASTM D2369
- As applied, solids greater than 70%
- Ultimate Elongation equal to or greater than 850% +/- 50 as measured by ASTM D412
- Elongation as applied equal to or greater than 325% +/- 10 as measured by ASTM D412
- Adhesive strength > 700 psi on steel or concrete as measured by Eclometer 109
- Tensile strength = 2300 +/- 50 psi as measured by ASTM D412
- Tear resistance = 345 +/- 10 psi as measured by ASTM D624
- Nonflammable as measured by ASTM D-93 in a Pensky-Martens closed cup
- Temperature Range -65 to 200 F
- Kevlar® fiber (Aramid Fiber Reinforcer)
- Minimal water absorption capacity (<0.5%)
- Shore A Hardness equal to 75 +/- 5 as measured by ASTM 2240

Neither material shall contain VOCs. The final sealing system shall remain flexible with time to account for surface loading variations.

Kevlar™ is a registered Trademark of E.I. DuPont Corporation

Seal coat shall be resistant to damage after 14 days of immersion in:

- Salt
- Gasoline
- Hydrogen sulfide
- Antifreeze
- Low pH

Installation

- All loose mortar, concrete brick or other materials shall be removed by the Contractor as they would interfere with seal performance and adhesion.
- High pressure sandblast chimney and ring to create a dry, clean surface. Surface shall be clean from dust and moisture.
- Mastic Primer coat shall be applied to clean chimney material and applied in accordance with manufacturer instructions. Coating shall cure for a minimum of 30 minutes or as specified by the manufacturer prior to application of lining
- Lining material shall be applied on top of primer in accordance with manufacturer instructions.
- The primer and lining shall have a finished, dry thickness greater than 120 mils.
- The manhole shall be opened once to install primer and liner to minimize disruptions to traffic.
- NOTE: Concrete must be at least 28 days old with a compressive strength of 3500 psi prior to application of sealant.

C. INSTALLATION OF RAIN DISHES

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to install rain dishes in manholes. Dishes shall be effective in keeping out rain, sand, dirt chemical spills and other materials from entering manhole.

The rain dish shall be Inflow Defender™ manhole inflow dish or equivalent, as approved by the Engineer, consisting of the following:

- The inflow dish body shall be manufactured from high density polyethylene material, comply with UL Standard, 94-HB, and meet all associated ASTM specifications related to Prime HDPE 250. Dish thickness shall be a uniform .125 inches thick. Inflow dish body to be fabricated with molded ribbing members in bowl area for structural integrity. Inflow dish to have smooth radius molded edges for additional strength and prevention of cracking.
- The gasket seal shall be made of closed cell neoprene material and have a pressure sensitive adhesive on one side for adhering to inflow dish body, seating rim. Gasket to be .5 inches wide and shall have a minimum thickness of .125 inches.
- The lift strap shall be made from a woven nylon material, securely adhered to the inflow dish body interior, with a corrosion resistant fastener assembly consisting of no less than two washers with the largest being no smaller than 1.25 inches.
- For proper abatement results, the inflow dish, when installed, must seat fully flush within the manhole frame rim seat area. Frame must be cleaned of all dirt and debris prior to installation.
- Manufacturer shall have five-year warranty on manhole inflow dishes standard. Manufacture date molded into Inflow Dish Body. Gasket Seal does not need to be included in the warranty.
- To ensure proper fit with manholes, inflow dishes will be manufactured to specific measurements field obtained by contractor.

Alternative inflow dish manufacturer must provide engineer with their inflow dish specifications and samples for review and acceptance.

Installation

- Remove manhole cover
- Contractor shall wipe all manhole ring flange area to remove soil and moisture from the interior of ring.
- Measure manhole interior to find smallest diameter.
- Install appropriate rain dish.

D. SMOKE TESTING

The Contractor shall furnish all items (labor, equipment, materials and supervision) necessary to complete smoke testing of all assigned basins.

Smoke Testing will be used to determine:

- The sources of entry into the collection system of surface waters (surface inflow) on both public and private property. This includes catch basins, storm sewer or irrigation.
- The sources of entry into the collection system of illegal connections on both public and private property such as downspout connections or industrial connections, yard drains, or cooling water
- The sources of entry into the collection system due to broken or missing cleanouts
- Lost manholes
- Breaks in the main sewers or laterals that leach to the surface
- Contractor shall document each case of improper entry or damage to the collection system and provide a report which will include the physical address, GPS coordinates, a detailed map indicating the breach point and include photographic proof of same to Authority.

Preparations

- Smoke testing of all collections systems may affect occupants of buildings connected to the line being tested. Such factors as defected in the sewer system of buildings, dry traps, defective wax beneath toilets, terminated vents or breaks, missing or unsealed cleanouts of any kind will cause smoke to enter the building. It is imperative to avoid a public relations problem caused by panic or alarm if workers or residents suddenly see smoke in their building.
- Adequate preparation plus notification of all residents by door hanger a minimum of 72 hours in advance of smoke testing shall be the responsibility of the Contractor. All customer notification material must be presented to the Authority for acceptance prior to use.
- It shall be the responsibility of the Contractor to provide adequate notification to the fire department, police department and emergency services of the anticipated smoke testing schedule and to notify the departments at the start of each day in an area to avoid the departments diverting their attention to false alarms caused by smoke testing.
- It shall be the responsibility of the Contractor to insure that all operators who participate in the smoke testing be fully trained and briefed in the handling of residents and business owners who discover smoke in their buildings or in their yards.
- It shall be the responsibility of the contractor to assure that all operators involved in smoke testing be trained that any smoke in a building is an indication of sewer gases from the sewer entering the building and to advise the homeowner that immediate action to correct the problem is needed for the health and safety of the building occupants.

Operation

At the start of each operation, the smoke blower will be located over the manhole. (Smoke testing shall not be conducted on windy or wet days). The blower will be started and liquid smoke will be employed. Smoke bombs are not to be used. As soon as the liquid smoke has been blown into the manhole, the operators and recorders shall be instructed to move out according to pre-arranged plans to canvas the area affected by the smoke testing. Observers will look for smoke rising from the ground that may indicate:

- The sources of entry into the collection system of surface waters (surface inflow) on both public and private property. This includes catch basins, storm sewer or irrigation.
- The sources of entry into the collection system of illegal connections on both public and private property such as downspout connections or industrial connections, yard drains, or cooling water

IFB-15-065 – In-Flow Abatement Services

- The sources of entry into the collection system due to broken or missing cleanouts
- Lost manholes
- Brakes in the main sewers or laterals that leach to the surface

Observers will pay particular attention to smoke rising around the foundation of the house where the service pipe likely enters the building.

Recording

Contractor shall employ electronic means to document each case of improper entry or damage to the collection system. These electronic means shall embed the collected information directly into the file of each defect to avoid recording errors.

As a minimum, smoke testing observations will include:

- the street address
- GPS coordinates of observation
- a digital photograph illustrating the observation (minimum of 5 megapixel)
- specific notes to permit follow-up activity

The contractor shall locate the observations along with the recorded information on a detailed map and report to the Authority. Locations and call outs for each defect shall be included on the map. Paint a mark on the street, using green temporary marking chalk, to assist the Authority in finding defects for follow-up activity

Reports will be provided to the Authority no later than 5 business days from the completion of any given section or basin. Reports will consist of one printed hard copy and four CD-Rom copies of the same.
Smoke Test Result Reporting

Contractor shall document each case of improper entry or damage to the collection system and provide best case estimate as to the flow and cost incurred by the Authority as a result of the defect. To accomplish this, the observers will:

- Record the type of defect
- Record the severity of the defect
- Record the topography influencing the defect
- Record the volumes of smoke emanating from the defect

Contractor shall apply the recorded information to generate a detailed report to the Authority which will:

- Estimate the amount of gallons entering the various defects per one inch rain fall
- Estimate the amount of gallons entering the smoked area per one inch rain fall
- Estimate the cost to process the inflow entering the various defects per one inch rain fall
- Estimate the cost to process the inflow entering the smoked area per one inch rain fall

Provide a detailed estimate of the percentage of inflow and cost to process the inflow, broken down into four categories:

- Lift station
- Chimney Sections
- Ring and Cover
- Laterals

E. INSTALLATION OF CLEANOUT CAPS

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to replace cleanout caps where necessary within the Authority's control.

Minor cleanout repairs, limited to replacement of missing or broken cap, coupling or riser (limited to 12"

below grade) can be performed by the Contractor provide the homeowner agrees and signs a release. It is expected that the Contractor will attempt to notify the homeowner and acquire approval to perform the repairs (limited to those identified above).

F. INSTALLATION OF CLEANOUT PLUG (Optional Activity)

The Authority may elect to install Cleanout Plugs, in lieu of Cleanout Caps. The Authority's representative will make this decision based on the potential for repeated damage to cleanout caps resulting in continued inflow into the collection system.

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to install LDL® or equivalent plugs in the broken or open cleanouts within the Authority's control during smoke testing.

The plug shall be a LDL® Clean-Out Plug or equivalent consisting of the following:

- Plug body shall be molded, one piece, synthetic urethane polymer material designed to align and seal cleanout.
- Inner seal of plug shall consist of a pvc material fabricated with an internal tapered, beveled seat with a thickness of .187 in and overall height of 1.25 in.
- Plug will not permit gases to escape past it.
- Plug will not permit sewage to flow past it.
- Plug will be removable by utility crews from the surface using embedded hardware molded into the plug body with a corrosion resistant material
- Retrieval hasp and hardware shall be made of corrosion resistant material and shall protrude at least one inch above the plug body and have a thickness of 0.187 in.
- Plug shall have embedded steel to permit surface detection by metal detector.

Installation

- Remove cleanout cap (broken or otherwise).
- Contractor shall wipe all cleanouts to remove soil and moisture from the interior of cleanout stack. All loose materials shall be removed by Contractor as they would interfere with plug.
- Contractor will scuff the interior of stack with a file hone.
- Swab interior scuffed area with PVC cleaner.
- Swab exterior of inner seal ring of plug with PVC cleaner.
- Apply PVC glue to interior walls of cleanout and exterior of inner seal ring of plug.
- With surface tools, slide inner seal ring into appropriate point in cleanout. Align with depth gauge installation tool. Twist to glue in place.
- Let cure for 60 seconds.
- Install plug.

NOTE: If the clean-out stack is in such a state of disrepair that it cannot accommodate the proper installation of the cleanout plug, the Contractor shall make a notation in the comment section of the smoke testing report to provide the Authority the opportunity to repair or replace it.

G. REPORT

The Contractor shall furnish all items (labor, equipment, materials and supervision) necessary to complete a project report. The project report will provide the Authority with a record of work completed and observations made throughout the project. A spreadsheet containing the following will be provided as part of the report:

Manholes

- Frame – type, size and general condition of frame and cover
- Chimney – type, general condition and existence of liner in chimney

IFB-15-065 – In-Flow Abatement Services

- Barrel and invert – type, general condition
- Pipes – type, sizes, number of pipes in manholes
- Depth and conditions of manhole, noting any invasion of roots or corrosion in manhole structure

Cleanouts (included for all requiring cap replacement)

- Depth and condition of the cleanout, noting any invasion of roots in service line or damage

The Authority shall provide a map of the collection system within the project area. The map will label each manhole and sewer cleanout with a unique identifier. This identifier shall be used to reference to work performed and observations made.

3.3 QUALIFICATIONS OF BIDDER

- A. Only responsible Bidders who have knowledge and experience of, and are currently engaged in In-Flow Abatement Services will be considered for award. All work shall be performed by skilled and properly licensed Contractors with a minimum of five (5) years of experience in the respective trade or service. Bidder may submit copies of any other licenses or certificates which further demonstrate his/her capabilities.
- B. Bidders must provide evidence of authorization to do business in the State of Florida via registration on Sunbiz or covenant to obtain such authorization prior to award of Contract.
- C. To demonstrate qualifications to perform the Work, Bidders must be prepared to submit information including, but not limited to, financial data, previous experience history, references, and evidence of authority to conduct business in the jurisdiction where the Project is located. This information must be received by TWA within ten days of Bidder receiving the written request by the Authority. Submittals requested pursuant to this paragraph are in addition to those required herein.
- D. In order to demonstrate competence to perform the work, Bidder shall at minimum, provide the following:
 1. List of public utility clients in Florida (a minimum of five) where similar projects have been completed, including name, address, phone number and position of utility contact. The list shall note the work completed (smoke testing, manhole sealing, manhole inspection/chimney sealing and installation of cleanout caps with the specified products used).
 2. An example of the report provided to a public utility client as a result of performing the work.
 3. Five years of experience applying the specified chimney seal product and examples of completed work.
 4. Referenced projects work must include smoke testing, sealing manhole chimneys, installation of manhole inflow dishes, installation of cleanout caps and creation of an asset inventory/condition report of the manholes.

END OF SECTION 3

SECTION 4

4.0 SPECIAL TERMS AND CONDITIONS

4.1 PRECEDENCE IN TERMS

In the event of a conflict, the Special Terms and Conditions shall take precedence.

4.2 ALTERNATE BIDS NOT ACCEPTED

If two different bids are included in a single envelope, both will be rejected at the bid opening.

4.3 INCURRED EXPENSES

This IFB does not commit the Authority to award a contract, nor shall the Authority be responsible for any cost or expense which may be incurred by the bidder in preparing and submitting the Submittal called for in this IFB, or any cost or expense incurred by the bidder prior to the execution of a contract agreement.

4.4 BANKRUPTCY/INSOLVENCY

At the time of bid submittal, the Successful bidder shall not be in the process of or engaged in any type of proceedings in insolvency or bankruptcy, either voluntary or involuntary, or in receivership proceedings. If the Successful bidder is awarded a contract for six (6) months or longer, and files for bankruptcy, insolvency or receivership, the Authority may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

4.5 INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

The Contractor is and shall remain an independent Contractor and is neither agent, employee, partner, or joint venture, of the Authority. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324 et. Seq., and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the contract, at the discretion of the Authority.

4.6 INVOICE/PAYMENT

Invoices for payment shall be emailed to the Toho Water Authority at accountspayable@tohowater.com.

The Authority will endeavor to make a payment on a correct invoice within 30 days after receipt of an invoice acceptable to the Authority. The Contractor shall submit invoices upon acceptance by the Authority. Invoices shall include, but are not limited to the following:

- Contractor's name
- Contractor's address and phone number
- The Authority's Purchase Order Number and Contract Number
- Date of delivery
- Itemized description and contract pricing

4.7 CERTIFICATE OF INSURANCE

Before performing any contract work, the Successful Bidder shall procure and maintain, during the life of the contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the Authority and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "A – Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by the Authority Procurement Services Department.

A. Worker's Compensation: The Successful bidder will provide Worker's Compensation coverage for all employees at the site location and in case any work is subcontracted, will require the successful Offeror to provide Worker's Compensation for all his employees. The limits will be statutory for Worker's Compensation and \$1,000,000.00 for Employer's Liability.

B. Comprehensive General Liability: The Successful bidder will provide for all operations including, but not limited to Contractual and Products Completed Operations. The limits will not be less than \$1,000,000.00.

C. Comprehensive Automobile Liability: The Successful Offeror will provide coverage for all owned and non-owned vehicles for limits not less than \$1,000,000.00.

D. Umbrella Liability: The Successful bidder will provide an umbrella in excess to the coverage in paragraphs B and C of not less than \$1,000,000.00.

E. Hazardous Materials Insurance: For the purpose of this section, the term “hazardous materials” includes all materials and substances that are now designated or defined as hazardous by Florida or Federal law or by the rules and regulations of Florida or any Federal Agency. If the work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this contract, no further work is to be performed in the area of the hazardous material until the Authority has been consulted as to the potential need to procure and maintain any or all of the following coverage through an addendum to the contract.

The Authority shall retain the right to review, at any time, coverage from, and amount of insurance. The procuring of required policies of insurance shall not be construed to limit the Contractor liability or to fulfill the indemnification provisions and requirements of this Contract. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the Authority is an insured under this policy.

Contract award will be subject to compliance with the insurance requirements. Certificates of insurance evidencing coverage and compliance with the conditions to this Contract, and showing the Authority’s proposal number, if any, and description of work, and copies of all endorsements are to be furnished to the Authority’s Procurement Services Department prior to commencement of work, and a minimum of ten (10) calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the Authority’s Procurement Services Department before the Contractor shall commence or continue to work.

All policies required by this Contract, with the exception of Professional Liability and Workers’ Compensation, or unless specific approval is given by the Authority, are to be written on an occurrence basis, shall name the Authority as additional insured as their interest may appear under this Contract.

END OF SECTION 4

**SECTION 5
SUBMITTAL REQUIREMENTS**

Submit in following order:

IFB-15-065 – In-Flow Abatement Services

- A. One (1) completed original and two (2) copies of bid submittal, plus an electronic copy saved on CD or memory stick
- B. Any addenda issued subsequent to the release of this solicitation must be signed and returned with the firm's bid. **Failure to return signed addenda may cause for the Bid to be considered non-responsive.**
- C. Drug Free Workplace Certification
- D. Substitute W-9
- E. List at least five (5) recent references on the Reference Form (Attachment D) where the proposed product or service has been used.
- F. Non-Collusion Affidavit
- G. Local Vendor Preference for Vendors (if applicable)
- H. If a vendor must subcontract any portion of a contract for any reason, he must state the name and address of the subcontractor and the name of the person to be contacted. The Authority also reserves the right to reject a bid or any bidder if the bid names a subcontractor who has previously failed to deliver on time contract of similar nature or who is not in a position to perform properly this award. The Authority reserves the right to inspect all facilities of any subcontractors in order to make a determination as to the foregoing. (Note: Subcontractors not allowed for this bid.)

END OF SECTION 5

**SECTION 6
BID FORM**

DATE: May 7, 2015



SECTION

2

PROPOSAL

USSI
752 COMMERCE DR. SUITE 15
VENICE, FL 34292

941-926-2646

USSIUSA.COM

Have you supplied all the Submittal Requirements outlined below?

- One (1) original and one (1) copy of the Bid Form, plus CD or memory stick
- Any addenda pertaining to this solicitation
- Drug Free Certification
- Substitute W-9
- References (3)
- Non-Collusion Affidavit
- Local Vendor Preference for Vendors
- List of Possible Subcontractors (**Not allowed for this bid.**)
- Certificate(s) of Insurance (evidencing coverage as required)
- Copy of proper professional licenses or credentials including your local business tax receipt
- Bidder Qualifications per Section 3.4

All costs related to the performance of all the work outlined, excluding permits and fees, shall be included in the bid pricing.

	Item/Description	Qty.	Unit	Unit Price	Extended Price
1	Mobilization & Demobilization	1	L.S.	\$ 1.00	\$ 1.00
2	Indemnification	1	L.S.	\$ 1.00	\$ 1.00
3	General Requirements, Bonds, Permits	1	L.S.	\$ 1.00	\$ 1.00
4	Maintenance of Traffic	1	L.S.	\$ 1.00	\$ 1.00
5	Smoke Testing and Report Preparation	160,000	L.F.	\$ 0.23	\$ 36,800.00
6	Seal Manhole Chimneys	801	EA.	\$ 295.77	\$ 236,911.77
7	Insert Dishes into Manholes	801	EA.	\$ 30.50	\$ 24,430.50
8	Replace Cleanout Caps	675	EA.	\$ 2.50	\$ 1,687.50
9	Install Cleanout Plugs	675	EA.	\$ 68.12	\$ 45,981.00
10	LS Basin Report	8	L.S.	\$ 3003.77	\$ 24,030.16
	TOTAL BASE BID				\$ 369,844.93

Total Base Bid in Words: Three hundred and sixty nine thousand eight hundred and forty four dollars and ninety three cents

The Undersigned Agrees:

- A. To accept the stipulation of all Terms and Conditions and Specifications including delivery and other provisions.
- B. To enter into and execute a Contract if awarded on the basis of this Bid.
- C. To accomplish the work in accordance with the Bid documents and Specifications.

Failure of the Bidder to provide pricing for all unit priced items and/or the Base Bid and ALL requested Additive/deductive bid items, or alternate bids, may be cause for rejection of the bid as non-responsive.

IFB-15-065 – In-Flow Abatement Services

We do not take exception to the Scope of Work

We take exception to the Scope of Work as follows:

The Authority reserves the right to reject any or all bids, to waive informalities, and to accept all or any part of any bid as they may deem to be in the best interest of the Authority.

The Undersigned Agrees:

- A. To accept the stipulation of all Terms and Conditions and Specifications including delivery and other provisions.
- B. To enter into and execute a Contract if awarded on the basis of this Bid.
- C. To accomplish the work in accordance with the Bid documents and Specifications.

Company Name: USSI, LLC

Address: 752 COMMERCE DR, SUITE 15

City: VENICE State: FL Zip: 33825

Print Name: DION VLASAK Title: PRESIDENT

Telephone: [941] 926-2646 Fax: [941] 926-8917 Email: dion@ussiusa.com

Federal Tax ID: 65-0891727

Signature: _____ Date: May 7, 2015

END OF SECTION 6

**ATTACHMENT A
"NO BID" RESPONSE FORM**



SECTION

3

AWARD

USSI
752 COMMERCE DR. SUITE 15
VENICE, FL 34292

941-926-2646

USSIUSA.COM

IFB-15-065 – In-Flow Abatement Services

If for some reason you are not participating in this solicitation, PLEASE complete the following and return to:

Procurement Services Department
Toho Water Authority
1628 S. John Young Pkwy
Kissimmee, FL 34741

DO NOT return the solicitation package.

Company Name: _____

Address: _____

Phone Number: (____) _____

Fax Number: (____) _____

Large Business Small Business Minority Owned

Reason for no response to the solicitation:

Cannot supply at this time

Suitable, but engaged in other work

Quantity too small

Cannot meet required minimum

Opening date does not allow sufficient time to complete

Equivalent not presently available

Other reasons or remarks: _____

Signature

**ATTACHMENT B
DRUG FREE WORKPLACE COMPLIANCE FORM**

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

**ATTACHMENT C
SUBSTITUTE W-9**

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

(To be completed by those receiving payments for services, rents, grants, or prizes and awards)

Federal law requires withholding of 28% federal income tax from payments made to suppliers for which we do not have a tax identification number for. Funds withheld can only be refunded by the IRS.

Name: _____

Business name (if any): **USSI, LLC**

Complete street address: **752 COMMERCE DR, SUITE 15**

City, state and ZIP code: **VENICE, FL 34292**

E-mail address (if any): **dion@ussiusa.com**

Remittance address: **USSI, LLC
752 COMMERCE DR, SUITE 15
VENICE, FL 34292**

- Please check the box that reflects your correct status
- Individual/Sole Proprietor
 - Partnership
 - Corporation / Incorporated
 - Non-Profit Organization
 - Other: _____

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, it may be your SSN or your Employer Identifications Number (EIN) if you have one for your business. All other entities must enter an EIN.

Social Security Number: _____ or Employee Identification Number: _____

Certification: I certify, under penalties of perjury, that the number above is my correct taxpayer identification number.

Date: **May 7, 2015** Phone Number: **[941] 926-2646**

Print Name: **DION VLASAK** Title: **PRESIDENT**

Signature: _____

**ATTACHMENT D
REFERENCES**

The following information is required in order that your Bid may be reviewed and properly evaluated.

Bidder/Contractor Company Name: USSI, LLC

Length of Time Company has been in Business: 16 YEARS [FOUNDED 1999]

Business Address: 752 COMMERCE DR, SUITE 15, VENICE, FL 34292

Telephone Number: [941] 926-2646 Fax Number: [941] 926-8917

Total number of current employees: 8 [EIGHT] Full time: 7 [SEVEN] Part time: 1 [ONE]

Number of employees you plan to use to service this contract: 7 [SEVEN]

References:

1. COMPANY NAME: CITY OF COOPER CITY, COOPER CITY UTILITIES DEPARTMENT
ADDRESS: 11791 SW 49th STREET, COOPER CITY, FL 33330
CONTACT PERSON: MIKE BAILEY
TELEPHONE: (954) - 434 - 5519
FAX: (954) - 680 - 3159
E-MAIL: MBailey@coopercityfl.org

DESCRIPTION OF WORK PERFORMED:

Full implementation of G7 as per AWWA; Smoke Testing and reporting, manhole sealing with ElastaSeal, supply and install Inflow Defender dishes, cleanout caps & LDL cleanout plugs, infrastructure reporting by LS basin

DATE RANGE: 3/2012 to present

CONTRACT AMOUNT: \$513,688

2. COMPANY NAME: CITY OF DANIA BEACH
ADDRESS: 100 W DANIA BEACH BLVD, DANIA BEACH FL 33004-3643
CONTACT PERSON: DOMINIC ORLANDO P.E.
TELEPHONE: (954) - 924 - 3740
FAX: (954) - 921 - 2604
E-MAIL: _____

DESCRIPTION OF WORK PERFORMED:

Full implementation of G7 as per AWWA; Smoke Testing and reporting, manhole sealing with ElastaSeal, supply and install Inflow Defender dishes, cleanout caps & LDL cleanout plugs, infrastructure reporting by LS basin

DATE RANGE: 4/2006-6/2010

CONTRACT AMOUNT: \$423,371

IFB-15-065 – In-Flow Abatement Services

3. COMPANY NAME: SEMINOLE COUNTY
ADDRESS: 500 W LAKE MARY BLVD, SANFORD, FL 32773
CONTACT PERSON: MARC MAHEU
TELEPHONE: (407) - 665 - 2734
FAX: (407) - 665 - 2125
E-MAIL: mmaheu@seminolecountyfl.gov

DESCRIPTION OF WORK PERFORMED:

Full implementation of G7 as per AWWA; Smoke Testing and reporting, manhole sealing with ElastaSeal, supply and install Inflow Defender dishes, cleanout caps & LDL cleanout plugs, infrastructure reporting by LS basin

DATE RANGE: 3/2010 to 4/2015
CONTRACT AMOUNT: \$2,206,785

4. COMPANY NAME: CITY OF VENICE
ADDRESS: 200 N. WARFIELD AVE, VENICE, FL 34285-4637
CONTACT PERSON: LEN BRAMBLE
TELEPHONE: (941) - 480 - 3333
FAX: (941) - 486 - 2084
E-MAIL: lbramble@venicegov.com

DESCRIPTION OF WORK PERFORMED:

Full implementation of G7 as per AWWA; Smoke Testing and reporting, manhole sealing with ElastaSeal, supply and install Inflow Defender dishes, cleanout caps & LDL cleanout plugs, infrastructure reporting by LS basin

DATE RANGE: 8/1/08 - 11/28/12
CONTRACT AMOUNT: \$200,540

5. COMPANY NAME: CITY OF PUNTA GORDA
ADDRESS: 3132 COOPER STREET
CONTACT PERSON: BOBBY LEGG
TELEPHONE: (941) - 575 - 3366
FAX: (941) - 575 - 3340
E-MAIL: utility@ci.punta-gorda.fl.us

DESCRIPTION OF WORK PERFORMED:

Full implementation of G7 as per AWWA; Smoke Testing and reporting, manhole sealing with ElastaSeal, supply and install Inflow Defender dishes, cleanout caps & LDL cleanout plugs, infrastructure reporting by LS basin

DATE RANGE: 2/2005 - 4/2014
CONTRACT AMOUNT: \$1,098,756

ATTACHMENT E

NON-COLLUSION AFFIDAVIT

The undersigned being first duly sworn as provided by law deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with the Toho Water Authority, Osceola County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action which it may take with respect to this Bid.
2. The undersigned is authorized to make this Affidavit on behalf of,

USSL LLC
 (Name of Corporation, Partnership, Individual, etc.)

A LIMITED LIABILITY COMPANY, formed under the laws of FLORIDA
 of which he is PRESIDENT
 (Sole Owner, Partner, President, etc.)
3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Bid by the Authority, also that no head of any department or employee therein, or any officer of the Authority, is directly interested therein.
4. This Bid is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Bid, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

(AFFIANT)

TAKEN, SWORN, AND SUBSCRIBED TO BEFORE ME this ____ day of _____, 20__.

Notary Public

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known _____ or Produced Identification _____

Type of Identification: _____

**ATTACHMENT F
LOCAL VENDOR PREFERENCE FOR LOCAL VENDORS ONLY**

The qualified local vendor who has submitted the highest acceptable bid will be the only vendor provided the opportunity to match the highest acceptable bid from all bid submittals if the price differential is within 3% of the highest overall bid. If the local vendor agrees in writing to match the highest acceptable bid price and meets all required conditions within three (3) business days of notification of intent to award, the purchase/contract will be awarded to the local vendor.

Affidavit of Eligibility

This form is to be completed in its entirety by the vendor and submitted along with your bid or quote. Incomplete forms will be rejected for preference evaluation.

1. Legal name of Firm:

Mailing Address:

Physical Address (if different):

2. Year business was established in Osceola County: _____

3. Attach a copy of your current Osceola County Local Business Tax Receipt (formerly known as an Occupational License).

4. Attach proof of payment for business license and/or real property tax due to Osceola County.

Under penalty of perjury, the undersigned states that the forgoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to The Toho Water Authority in an attempt to qualify for a local preference shall be prohibited from bidding on any Toho Water Authority products and services for a period of one (1) year.

Authorized Signature: _____ Date: _____

Printed Name: _____ Phone: _____

Title: _____

**ATTACHMENT G
SOLICITATION RESPONSE IDENTIFICATION LABEL**

NOTICE TO ALL RESPONDENTS: For your convenience, the label below has been provided to properly identify your solicitation submittal. Place your submittal in a sealed envelope or package, type or print the company name and address in the area provided below, and affix the label on the outer surface of the envelope or package.

Toho Water Authority requests that all visitors check-in at the Engineering Services reception desk. If you are hand-delivering a solicitation, a time/date stamp is available at the reception desk. The solicitation submittal envelope or package and label will be date stamped by a receptionist who will notify the appropriate Procurement staff. A record of all deliveries and delivery times will be documented and such record will be retained by Procurement Services.

**PLEASE FILL OUT THE LABEL BELOW AND ATTACH IT TO YOUR
SOLICITATION REPLY ENVELOPE OR PACKAGE.**

Cut out the label and tape it to the outer sealed solicitation envelope or package.

✂-----

DO NOT OPEN - Sealed Solicitation - DO NOT OPEN

**SOLICITATION NO: IFB-15-065
TITLE: IN-FLOW ABATEMENT SERVICES**

ATTENTION: Procurement Services

SOLICITATION TO Be Opened On:

TUESDAY, May 12, 2015 AT 2:00 P.M.

From:

USSI, LLC
752 COMMERCE DR, SUITE 15

VENICE, FL 34292

Deliver To: Toho Water Authority
951 Martin Luther King Blvd
Kissimmee, Florida 34741



SECTION

4

CONTRACT

USSSI
752 COMMERCE DR. SUITE 15
VENICE, FL 34292

941-926-2646

USSIUSA.COM

AGREEMENT

THIS AGREEMENT is made and entered between TOHO WATER AUTHORITY, 951 Martin Luther King Boulevard, Kissimmee, Florida 34741, hereinafter referred to as the "TWA," and USSI, LLC, hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

WHEREAS, the TWA has competitively solicited for the In-flow Abatement Services, pursuant to IFB-15-065; and

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the required services; and

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

SECTION 1. **TERM.**

The term of this Agreement shall become effective on the date of execution and continue through May 26, 2018. The contract may be renewed subject to written notice of agreement for one additional two (2) year renewal period.

SECTION 2. **SCOPE OF SERVICES.**

The Contractor shall provide services and accessories listed in Exhibit "A" which is attached hereto and incorporated herein.

SECTION 3. **OBLIGATIONS OF THE CONTRACTOR.**

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the TWA, and shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the TWA, or any property owned by the TWA. Such lien, attachment, or encumbrance,

until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

- B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the TWA in accordance herewith.
- C. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services.
- D. The CONTRACTOR shall maintain an adequate and competent staff, and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the TWA, with prior written approval from TWA; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 4. STANDARD OF CARE.

- A. The CONTRACTOR has represented to the TWA that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner, consistent with the TWA's stated scope of services and industry standards.
- B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 5. COMPENSATION.

- A. The amount to be paid under this Agreement shall be based on the unit prices supplied by the CONTRACTOR in Exhibit "B", the bid submittal.
- B. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.

- C. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the TWA. In its sole discretion, the TWA reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the TWA is not satisfied with the services provided by the CONTRACTOR, the TWA will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

SECTION 6. TERMINATION.

The TWA may terminate this Agreement, with or without cause, given thirty (30) days written notice to CONTRACTOR prior to the effective date of such cancellation.

SECTION 7. PAYMENT WHEN SERVICES ARE TERMINATED.

- A. In the event of termination of this Agreement by the TWA, and not due to the fault of the CONTRACTOR, the TWA shall compensate the CONTRACTOR for all authorized services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the TWA shall compensate the CONTRACTOR for all authorized services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the TWA. All such payments shall be subject to an off-set for any damages incurred by the TWA resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the TWA in the event of breach by the CONTRACTOR.

SECTION 8. INSURANCE.

- A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the TWA, in the form of a Certificate of Insurance prior to the start of any work hereunder:
1. **Worker's Compensation:** The CONTRACTOR shall provide Worker's Compensation coverage for all employees at the site location and in the case any work is subcontracted, shall require the subcontractor to provide Worker's Compensation for all its employees. The limits shall be statutory for Worker's Compensation and \$1,000,000.00 for Employer's Liability.
 2. **Comprehensive General Liability:** The CONTRACTOR shall provide for all operations including, but not limited to Contractual and Products Completed Operations. The limits shall not be less than \$1,000,000.00.

3. **Comprehensive Automobile Liability:** The CONTRACTOR shall provide coverage for all owned and non-owned vehicles for limits not less than \$1,000,000.00.
 4. **Umbrella Liability:** The CONTRACTOR shall provide an umbrella policy in excess to the coverage's provided for in the above paragraphs of not less than \$1,000,000.00.
- B. The CONTRACTOR shall name "Toho Water TWA" as a certificate holder and/or as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the TWA with proof of same.
- C. The CONTRACTOR, and any authorized sub-contractor(s), shall provide the TWA's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured CONTRACTOR;
 2. The specified job by name and job number;
 3. The name of the insurer;
 4. The number of the policy;
 5. The effective date;
 6. The termination date; and
 7. A statement that the insurer will mail notice to the TWA at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
- D. Receipt of certificates or other documentation of insurance or policies or copies of policies by the TWA, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the TWA.

SECTION 9. TWA OBLIGATIONS.

At the CONTRACTOR's request, the TWA agrees to provide, at no cost, all pertinent information known to be available to the TWA to assist the CONTRACTOR in providing and performing the required services.

SECTION 10. DOCUMENTS CONSTITUTING ENTIRE AGREEMENT.

The following documents are hereby incorporated and made part of this Agreement:

1. Invitation for Bid Specification Documents for IFB 15-065
2. Bid submitted to TWA by CONTRACTOR on May 12, 2015.

All exhibits may also be collectively referred to as the "Documents." In the event of any conflict between the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. Specific direction from the Executive Director (or designee).
- B. This Agreement dated _____ and any attachments.
- C. Exhibit A, Invitation for Bid Document, IFB 15-065.
- D. Exhibit B, Bid submitted to TWA by CONTRACTOR on May 12, 2015.

SECTION 11. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Osceola County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 12. PUBLIC RECORDS COMPLIANCE.

The CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If CONTRACTOR shall act on behalf of the TWA, as provided under section 119.011(2), Florida Statutes, as amended, the CONTRACTOR, subject to the terms of section 287.058(1)(c), Florida Statutes, as amended, and any other applicable legal and equitable remedies, shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the TWA in order to perform the service; and
- b) Provide the public with access to public records on the same terms and conditions that the TWA would provide the records and at a cost that does not exceed the cost provided by Florida law; and
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- d) Meet all requirements for retaining public records and transfer, at no cost, to the TWA all public records in possession of the CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. All records stored electronically must be provided to the TWA in a format that is compatible with the information technology systems of the TWA; and

- e) If the CONTRACTOR does not comply with a public records request, the TWA shall enforce the contract provisions in accordance with the Agreement.

SECTION 13. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the TWA for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

SECTION 14. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully providing the services set forth herein.

SECTION 15. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, TWA, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 16. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the TWA, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the TWA harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder.

SECTION 17. **SOVEREIGN IMMUNITY.**

The TWA expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of TWA for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the TWA which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 18. **BANKRUPTCY OR INSOLVENCY.**

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the TWA may terminate this Agreement immediately notwithstanding the notice requirements of Section 6 hereof.

SECTION 19. **BINDING EFFECT.**

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 20. **ASSIGNMENT.**

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the TWA.

SECTION 21. **SEVERABILITY.**

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

SECTION 22. WAIVER.

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement, or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

SECTION 23. NOTICE.

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the TWA and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the TWA and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

TWA: Toho Water Authority
Attention: Procurement Services
1628 S. John Young Parkway
Kissimmee, Florida 34741

CONTRACTOR: USSI, LLC
752 Commerce Drive, Suite 15
Venice, Florida 34292

SECTION 24. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 25. HEADINGS.

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

SECTION 26. ADMINISTRATIVE PROVISIONS.

In the event the TWA issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the TWA's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 27. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the TWA shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 6 hereof.

SECTION 28. PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty six (36) months from the date of being placed on the convicted contractor list.

SECTION 29. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontract, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

SECTION 30. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 31. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it

utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 32. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the TWA, and shall be retained by the CONTRACTOR for a period of three years after termination or completion of the Agreement, or until the full TWA audit is complete, whichever comes first. The TWA shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The TWA also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the TWA. The TWA has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

[THIS SPACE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 27th day of May, 2015.

USSI, LLC

By: [Signature]
Print Name: Dion Ulasak
Title: President

Attest: [Signature]
Print Name: Lucy Anderle
Address: 752 Commerce Dr #15
Venice FL 33292

TOHO WATER AUTHORITY

By: [Signature]
Print Name: Bruce R. VanMeter
Title: Board of Supervisors Chairperson

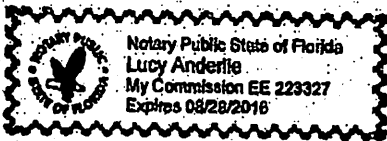
Attest: [Signature]
Print Name: Nilsa C. Diaz
Address: 951 Martin Luther King Blvd
Kissimmee, Florida 34741

STATE OF FLORIDA
AUTHORITY OF Sarasota County

The foregoing instrument was executed before me this 2 day of July, 2015, by Dion Ulasak as President of USSl, LLC, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

[Signature]
NOTARY PUBLIC, State of Florida

(Stamp)



TOHOPEKALIGA WATER AUTHORITY CONTRACT ADDENDUM		ADDENDUM #: <u>1</u>
DATE: <u>May 27, 2015</u>		
Per the terms, conditions, and specifications of the Tohopekaliga Water Authority (TWA) with USSJ, LLC		
for <u>Contractor</u>		
Inflow Abatement Services as defined in Services Agreement (IFS-15-065) and approved by the Board of Supervisors on 5/27/2015. (project)		
the following described changes are agreed to and are hereby accepted and incorporated:		
DESCRIPTION OF ASSIGNMENT:		
Provide services to the following lift station basins: LS-07 (St James Park), LS-107 (Cypress Shadows), LS-109 (Blackstone Landing #1), LS-110 (Little Creek), LS-47 (Tiger Road), LS-48 (Bordeaux), LS-49 (North Amiens) and LS-50 (South Amiens)		
FORM OF COMPLETED DELIVERABLES:		
As defined in the Services Agreement (IFS-15-065).		
BASIS OF PAYMENT: Services shall be made on the basis of <u>Time & Materials Not to Exceed</u>		
method in accordance with the Agreement, the total not to exceed \$ <u>369,844.93</u> without further authorization from TWA.		
ESTIMATED DATE OF COMPLETION: This assignment shall be completed within _____ calendar days from the receipt of this fully executed Addendum or <u>180</u> calendar days from receipt of TWA provided information which will enable the Engineer to proceed with this work assignment.		
Previous Contract Total Dollars:		\$ 0
NET Dollars for this Change (Addition/Subtraction):		\$ 369,844.93
NET CONTRACT TOTAL DOLLARS:		\$ 369,844.93
Accepted By: <u>[Signature]</u>	Requested By: <u>[Signature]</u> Brian L. Wheeler Executive Director	
Title/Position: <u>PRESIDENT USSJ, LLC</u>	Approved By: <u>[Signature]</u> Bruce R. Van Meter Board of Supervisor, Chairperson	
Company Name: <u>USSJ, LLC</u>	Approval Date: <u>05.27.15</u>	



Town of Surfside Commission Communication

Agenda Item #: 5D

Agenda Date: March 8, 2016

Subject: Approval for work authorization No. 96 to Calvin Giordano & Associates for Traffic Signal Modification Engineering.

Background: There are several intersection locations throughout Town of Surfside, where there are no signal detectors for the traffic lights to change. Vehicles have to wait for traffic to clear up before they can proceed right or for the light to change to move forward. Many times the wait is very long. Public Works, with the help of the Police Department, have identified locations for this improvement, which are as follows:

94th Street and Harding Avenue (east and westbound)

95th Street and Harding (eastbound)

88th Street and Harding Avenue (east and westbound)

93rd Street and Harding (east and westbound)

These locations are in need of engineering and surveying services before the County will allow the Town to connect to their traffic signalization system.

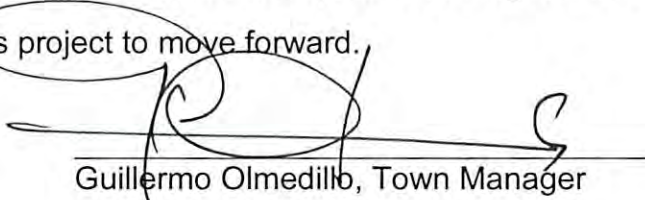
Analysis: Traffic loop detectors at these much needed locations will greatly improve the safety for vehicles and pedestrians. With the increasing vehicle volumes we are experiencing here in South Florida these traffic loops are a critically needed improvement.

Staff Impact: N/A

Budget Impact: The cost to complete this project will not exceed \$84,994.62 and will be financed from the Fiscal Year 2015/2016 Municipal Transportation Fund Reserves, Account No. 107-8500-549-3110, amending the 2015/2016 Fiscal Year budget to appropriate the funds. The funds received in the Town's Municipal Transportation Fund are from the Miami-Dade Citizen's Independent Transportation Trust ("CITT") which are generated through a Miami-Dade County gasoline tax to improve transportation throughout the County.

Recommendation: Staff recommends this project to move forward.


Joseph S. Kroll, Public Works Director


Guillermo Olmedillo, Town Manager

RESOLUTION NO. 16-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING CALVIN, GIORDANO & ASSOCIATES, INC. WORK AUTHORIZATION NO. 96 FOR ENGINEERING, SURVEYING AND DESIGN SERVICES FOR MODIFICATION TO THE EXISTING TRAFFIC SIGNALS; AMENDING THE TOWN'S BUDGET FOR FISCAL YEAR 2015/2016; AUTHORIZING THE APPROPRIATION AND EXPENDITURE IN THE AMOUNT OF \$84,994.62 FROM THE CITIZENS INDEPENDENT TRANSPORTATION TRUST FUND FROM THE FISCAL YEAR 2015/2016 MUNICIPAL TRANSPORTATION FUND RESERVES, ACCOUNT NO. 107-8500-549-3110; PROVIDING FOR APPROVAL AND AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there are several intersections located throughout the Town of Surfside that do not have traffic signal detectors which allow the lights to change, jeopardizing the safety of vehicles and pedestrians; and

WHEREAS, the Police and Public Works Departments have identified the following locations in need of engineering, surveying and design services for modification to the existing traffic signals:

94th Street and Harding Avenue (east and westbound)
95th Street and Harding Avenue (eastbound)
88th Street and Harding Avenue (east and westbound)
93rd Street and Harding Avenue (east and westbound); and

WHEREAS, as part of Work Authorization No. 96 (see Attachment "A"), Calvin, Giordano & Associates, Inc. will perform engineering, surveying and design services for modification to the existing traffic signals; and

WHEREAS, the project was not budgeted in the Fiscal Year 2015/2016 budget and cost of the services requires the use of Citizens Independent Transportation Trust ("CITT") Fund from the Municipal Transportation Fund Reserves, Account No. 107-8500-549-3110, in the amount of \$84,994.62, amending the 2015/2016 budget to appropriate the funds.

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

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

Section 2. Authorization to Appropriate and Expend Funds. The Town Commission is hereby authorized to appropriate and expend funds from the CITT Fund, Fiscal Year 2015/2016 Municipal Transportation Fund Reserves, Account No. 107-8500-549-3110, amending the 2015/2016 budget in the amount of \$84,994.62.

Section 3. Implementation. The Town Manager and/or 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 _____, 2016.

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, MMC, Town Clerk

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



Linda Miller, Town Attorney



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

Date: February 29, 2016

Mr. Joseph Kroll
Public Works Director
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

RE: Work Authorization No. 96
Surfside Traffic Signal Modifications
CGA Proposal No. 15-8083

Dear Mr. Kroll,

Enclosed for your review and approval is Work Authorization No. 96 for Surfside Traffic Signal Modifications. The scope of the project includes Preparation of Signal Modification Concept Drawings to install new traffic loops.

The Scope of Services to be furnished under this Work Authorization includes Surveying and Traffic Engineering as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed \$84,994.62.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Shelley Eichner, AICP
Senior Vice President

Building Code Services
Coastal Engineering
Code Enforcement
Construction Engineering
and Inspection
Construction Services
Contract Government
Data Technologies
and Development
Emergency Management
Services
Engineering
Environmental Services
Facilities Management
Indoor Air Quality
Landscape Architecture
Municipal Engineering
Planning
Public Administration
Redevelopment
and Urban Design
Surveying and Mapping
Traffic Engineering
Transportation Planning

GSA Contract Holder

1800 Eller Drive
Suite 600
Fort Lauderdale, FL
33316
954.921.7781 phone
954.921.8807 fax

www.cgasolutions.com

TOWN OF SURFSIDE
Surfside Traffic Signal Modifications

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc. will perform the following services based on our understanding of the project requirements:

I. Professional Engineering Services

A. Traffic Engineering

1. CGA will provide traffic signal design services for modification to the existing traffic signal infrastructure located at the intersections of Harding Avenue and 88th Street, Harding Avenue and 93rd Street, Harding Avenue and 94th Street and Harding Avenue and 95th Street. Traffic signal design services include the installation of traffic signal loops and related traffic signal infrastructure for the eastbound and westbound movements on 88th Street, 93rd Street and 94th Street and the eastbound movements on 95th Street at the signalized intersections with Harding Avenue (southbound). The traffic signal design modification plans will be in accordance with the FDOT Roadway Design Standards, FDOT Standard Specifications for Road and Bridge Construction and the Manual on Uniform Traffic Control Devices. CGA will provide the following scope of services:
 - **Surveying Services:** CGA will conduct a topographic route/field survey for each of the existing intersections sufficient to design the proposed traffic signal infrastructure modifications. The limits of the proposed route/field survey for each intersection will be 300 feet along each approach to the intersection. The topographic route/field survey will be performed at Harding Avenue and 88th Street, Harding Avenue and 93rd Street, Harding Avenue and 94th Street and Harding Avenue and 95th Street. This scope of services does not include completing subsurface utility exploration services. The subsurface utility exploration services and final utility clear letters will be a responsibility of the Contractor.

- **Traffic Signal Modification Design:** CGA traffic engineers will prepare traffic signal plans which will include the addition of traffic signal loop detectors on the eastbound and westbound approaches on 88th Street, 93rd Street, 94th Street and 95th Street at Harding Avenue. CGA traffic engineers will establish design parameters for the traffic signal infrastructure required for incorporating the traffic signal loop detectors at this intersection. Modifications to the traffic signal mast arm assemblies including foundations at each intersection has not been included in this scope of services. CGA will provide a traffic signal communication plan and establish traffic controller requirements in accordance with industry standards. CGA will attend one meeting with Miami Dade County Public Works Traffic Signals and Signs Division to discuss the timing modifications for each intersection (Miami Dade County Assets #2914, #2917, #2918 and #3185). Traffic Capacity Analysis, Bidding Assistance and Construction Administration services have not been included in this scope of services.
- **Permitting Services:** CGA traffic engineers will coordinate with regulatory agencies including the Florida Department of Transportation and the Miami Dade Public Works Traffic Signals and Signs Division to secure plan approvals and permits necessary for construction. Any agency fees associated with the permits are the responsibility of the Client and are excluded from this proposal.

II. Professional Surveying Services

- A. CGA will conduct a topographic route/field survey for each of the existing intersections sufficient to design the proposed traffic signal infrastructure modifications. The limits of the proposed route/field survey for each intersection will be 300 feet along each approach to the intersection. The topographic route/field survey will be performed at Harding Avenue and 88th Street, Harding Avenue and 93rd Street and Harding Avenue and 94th Street and Harding Avenue and 95th Street. This scope of services does not include completing subsurface utility exploration services.

2. BASIS OF COMPENSATION:

Hourly rates with an estimated fee of \$80,947.26 plus reimbursables at \$4,047.36 with a total not to exceed amount of \$84,994.62. Payments to be made monthly.

3. SUBMITTED

Submitted by: Shelley Eichner Date: 2/29/16
Shelley Eichner, AICP

4. APPROVAL

Approved by: _____ Date: _____
Joseph Kroll, Public Works Director

**TOWN OF SURFSIDE
 WORK AUTHORIZATION ESTIMATE DATE**

WORK AUTHORIZATION NO. 96
PROJECT NAME Surfside Traffic Signal Modifications
 CGA Proposal No. 15-8083
DESCRIPTION Preparation of Signal Modification Concept
 Drawings to install new traffic loops

TITLE	RATE	HOURS/UNITS	COST
Director Engineering V	\$159.14	80	\$12,731.20
Eng Sr CADD Tech Manager	\$106.09	294	\$31,190.46
Project Engineer III	\$127.31	40	\$5,092.40
Project Manager IV	\$137.92	104	\$14,343.68
Sr. Registered Surveyor	\$137.92	12	\$1,655.04
Survey CADD Technician	\$84.87	52	\$4,413.24
Survey Crew	\$132.61	76	\$10,078.36
Survey File Compilation	\$90.18	16	\$1,442.88
			\$80,947.26

SUB-CONSULTANTS	COST
[Redacted]	

LABOR SUBTOTAL	\$80,947.26
REIMBURSABLE SUBTOTAL	\$4,047.36
TOTAL	\$84,994.62

Reviewed by: _____
 Joseph Kroll, Public Works Director



Town of Surfside Commission Communication

Agenda Item # 5E

Agenda Date: March 8, 2016

Subject: Recommendation to the United States Coast Guard to Support the Modification of the Operating Schedule for the 63 Street Bridge and the 96 Street Bridge

Background: The intersection of Indian Creek Drive and 63rd Street is one of the key intersections in the City of Miami Beach and significant in the commute between the Town of Surfside, North Beach, South Beach and downtown Miami. The opening of the 63rd Street Bridge during peak hours causes major traffic congestion extending into Surfside, adversely affecting residents and commuters traversing the Indian Creek Drive/63rd Street intersection. Modifying the bridge operating schedule will reduce major vehicle traffic issues during rush hour times.

Analysis: The City of Miami Beach conducted traffic studies and reviewed the bridge logs which showed a 45% increase in vehicular traffic from 7 a.m. to 10 a.m. and 4 p.m. to 7 p.m. with no corresponding increase in vessel traffic during those time periods. Based on these studies, the Coast Guard proposes to add a new regulation for the operations of the 63rd Street Bridge, Indian Creek mile 4.0, at Miami Beach that would implement three closure periods, which would allow the bridge to not open for vessels during morning and afternoon peak vehicle traffic times. The following schedule is proposed: (1) From Monday through Friday from 7 a.m. to 7 p.m. the bridge would only open on the hour and half hour; (2) from 7:10 a.m. to 9:55 a.m. and 4:05 p.m. to 6:59 p.m. Monday through Friday, the bridge would remain closed; and (3) from 10 a.m. to 4 p.m. the seven days before and the four days following the City of Miami Beach Yacht and Brokerage Show the second week of February, the bridge would only open for ten minutes at the top of the hour. For federal holidays, weekends, and other times the bridge would continue to open for vessels on signal and these proposed changes will still allow vessels to pass through the bridge while taking into account the reasonable needs of other modes of transportation; and

The Surfside Chief of Police has advised that bridge openings at 96th Street Bridge in the Town of Bay Harbor Islands also cause massive traffic congestion during the rush hours for the communities of the Town of Surfside, the Village of Bal Harbour, the Town of Bay Harbor Islands, and the City of North Miami. A similar modification of the bridge operating schedule is recommended to the United States Coast Guard.

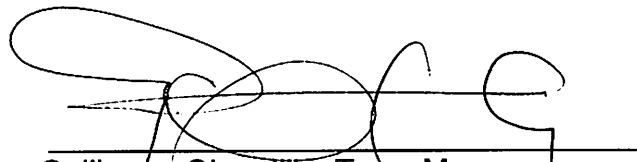
Budget Impact: N/A

Staff Impact: N/A

Recommendation: The Town of Surfside recommends the United States Coast Guard consider modification of the operating schedule of the 63rd Street Bridge and the 96th Street Bridge to ease traffic congestion during peak hours and increase mobility between the beach and the mainland.



David Allen, Chief of Police



Guillermo Olmedillo, Town Manager

RESOLUTION NO. 16 - _____

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA, SUPPORTING THE UNITED STATES COAST GUARD MODIFICATION OF THE OPERATING SCHEDULE OF THE 63RD STREET BRIDGE ACROSS INDIAN CREEK, MILE 4.0 AT MIAMI BEACH, FLORIDA, PURSUANT TO DOCKET NUMBER USCG-2015-0940; URGING THE UNITED STATES COAST GUARD TO CONSIDER MODIFICATIONS TO THE OPERATING SCHEDULE OF THE 96TH STREET BRIDGE ACROSS BAY HARBOR ISLANDS; DIRECTING THE TOWN CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO THE FEDERAL ERULEMAKING PORTAL, THE CLERK OF THE CITY OF MIAMI BEACH, THE CLERK OF THE TOWN OF BAY HARBOR ISLANDS, THE CLERK OF THE VILLAGE OF BAL HARBOUR, THE CLERK OF THE CITY OF NORTH MIAMI AND THE CLERK OF MIAMI-DADE COUNTY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR APPROVAL AND AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to docket number USCG-2015-0940 the United States Coast Guard proposes to modify the operating schedule that governs the 63rd Street Bridge across Indian Creek, mile 4.0, at Miami Beach, FL; and

WHEREAS, the intersection of Indian Creek Drive and 63rd Street is one of the key intersections in the City of Miami Beach and significant in the commute between the Town of Surfside, North Beach, South Beach and downtown Miami; and

WHEREAS, the opening of the 63rd Street bridge during peak hours causes major traffic congestion extending into Surfside, adversely affecting residents and commuters traversing the Indian Creek Drive/63rd Street intersection; and

WHEREAS, modifying the bridge operating schedule will reduce major vehicle traffic issues during rush hour times; and

WHEREAS, the City of Miami Beach conducted traffic studies and reviewed the bridge logs which showed a 45% increase in vehicular traffic from 7 a.m. to 10 a.m. and 4 p.m. to 7 p.m. with no corresponding increase in vessel traffic during those time periods; and

WHEREAS, based on these studies, the Coast Guard proposes to add a new regulation for the operations of the 63rd Street Bridge, Indian Creek mile 4.0, at Miami

Beach that would implement three closure periods, which would allow the bridge to not open for vessels during morning and afternoon peak vehicle traffic times; and

WHEREAS, the following schedule is proposed: (1) From Monday through Friday from 7 a.m. to 7 p.m. the bridge would only open on the hour and half hour; (2) from 7:10 a.m. to 9:55 a.m. and 4:05 p.m. to 6:59 p.m. Monday through Friday, the bridge would remain closed; and (3) from 10 a.m. to 4 p.m. the seven days before and the four days following the City of Miami Beach Yacht and Brokerage Show the second week of February, the bridge would only open for ten minutes at the top of the hour. For federal holidays, weekends, and other times the bridge would continue to open for vessels on signal; and

WHEREAS, these proposed changes will still allow vessels to pass through the bridge while taking into account the reasonable needs of other modes of transportation; and

WHEREAS, the Surfside Chief of Police has advised that bridge openings at 96th Street Bridge in the Town of Bay Harbor Islands also cause massive traffic congestion during the rush hours for the communities of the Town of Surfside, the Village of Bal Harbour, the Town of Bay Harbor Islands, and the City of North Miami. A similar modification of the bridge operating schedule is recommended to the United States Coast Guard; and

WHEREAS, the Town of Surfside recommends the United States Coast Guard consider modification of the operating schedule of the 63rd Street bridge and the 96th Street bridge to ease traffic congestion during peak hours.

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

Section 1. Recitals Adopted. That each of the above stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Support by the Town of Surfside Town Commission for the United States Coast Guard to modify the Operating Schedule of 63rd Street Bridge The Town of Surfside Commission supports the United States Coast Guard modification of the operating schedule of the 63rd street bridge across Indian Creek, mile 4.0 at Miami Beach, Florida pursuant to docket number USCG-2015-0940, to ease traffic congestion during peak hours and allow for better mobility between the Town of Surfside, the City of Miami Beach, and downtown Miami.

Section 3. Urging by the Town of Surfside Town Commission for the United States Coast Guard to modify the Operating Schedule of 96th Street Bridge. The Town of Surfside Commission urges the United States Coast Guard to consider modifications to the operating schedule of the bridge on 96th street to ease the massive traffic congestion during the rush hours for the communities of the Town of Surfside, the Village of Bal Harbour, the Town of Bay Harbor Islands, and the City of North Miami.

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

Section 5. Direction to the Town Clerk. The Town Clerk is hereby directed to send a copy of this Resolution to the federal eRulemaking portal, the Clerk of the City of Miami Beach, the Clerk of the Town of Bay Harbor Islands, the Clerk of the Village of Bal Harbour, the Clerk of the City of North Miami, and the Clerk of Miami-Dade County.

Section 6. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this _____ day of _____, 2016.

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, MMC, 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 # 9A

Agenda Date: March 8, 2016

Subject: Recommendation to Modify the Travel Lanes at 90 Street and Harding Avenue

Background: Staff have received several complaints from residents of dangerous traffic conditions at the intersection of Harding Avenue and 90 Street. Harding Avenue bends just north of this intersection making crossing from the east or the west on 90 Street or turning southbound problematic onto Harding Avenue.

Analysis: Harding Avenue is a State road and controlled by the Florida Department of Transportation FDOT. FDOT has the final authority on any changes or installations to the actual roadway (Harding Avenue). In the past, staff has requested a traffic signal or pedestrian crossing signal at that intersection. FDOT completed a traffic study and it did not meet their standards for either. Some residents have also requested installing a mirror but Town staff as well as FDOT do not recommend this because it will only cause confusion to drivers and possible liability to the Town.

There were 244 traffic crashes in 2014 and 251 traffic crashes in 2015 in the Town of Surfside, 37 crashes on Harding Avenue in 2014 and 43 crashes on Harding Avenue in 2015, and 3 crashes at 90 and Harding Avenue in 2014 and 9 crashes at 90 and Harding Avenue in 2015.

Town staff does recommend installing a traffic median at 90 Street just west of Harding Avenue. The median will allow vehicles to turn west onto 90 Street from Harding Avenue and vehicles to turn south onto Harding Avenue from 90 Street. The median will prevent vehicles from crossing Harding Avenue eastbound.

Staff also recommends that the 200 block of 90 Street between Collins Avenue and Harding Avenue be changed from two way traffic east and west to one way traffic eastbound only. This configuration will eliminate vehicles from crossing 90 Street westbound or turning southbound onto Harding Avenue from 90 Street. This change will also result in 12 on street metered parking spaces on the north (7) and south sides (5) of 90 Street.

These changes should reduce the dangerous conditions and the number of traffic crashes significantly.


Budget Impact: The cost of the project is \$15,000 from the Citizens Independent Transportation Trust which leaves a balance of \$150,000 in the trust.

Staff Impact: Public Works can complete the project in three weeks from the start time.

Recommendation: Town staff recommends installing a traffic median at 90 Street just west of Harding Avenue to prevent eastbound travel to cross Harding Avenue but allows southbound traffic from Harding Avenue to turn west onto 90 Street and eastbound traffic from 90 Street to turn south onto Harding Avenue. Staff also recommends changing the 200 block of 90 Street between Harding Avenue and Collins Avenue from east and west travel lanes to one eastbound lane only.



David Allen, Chief of Police



Guillermo Olmedillo, Town Manager

HARDING AVE
(STATE ROAD A1A SOUTH)

PARKING

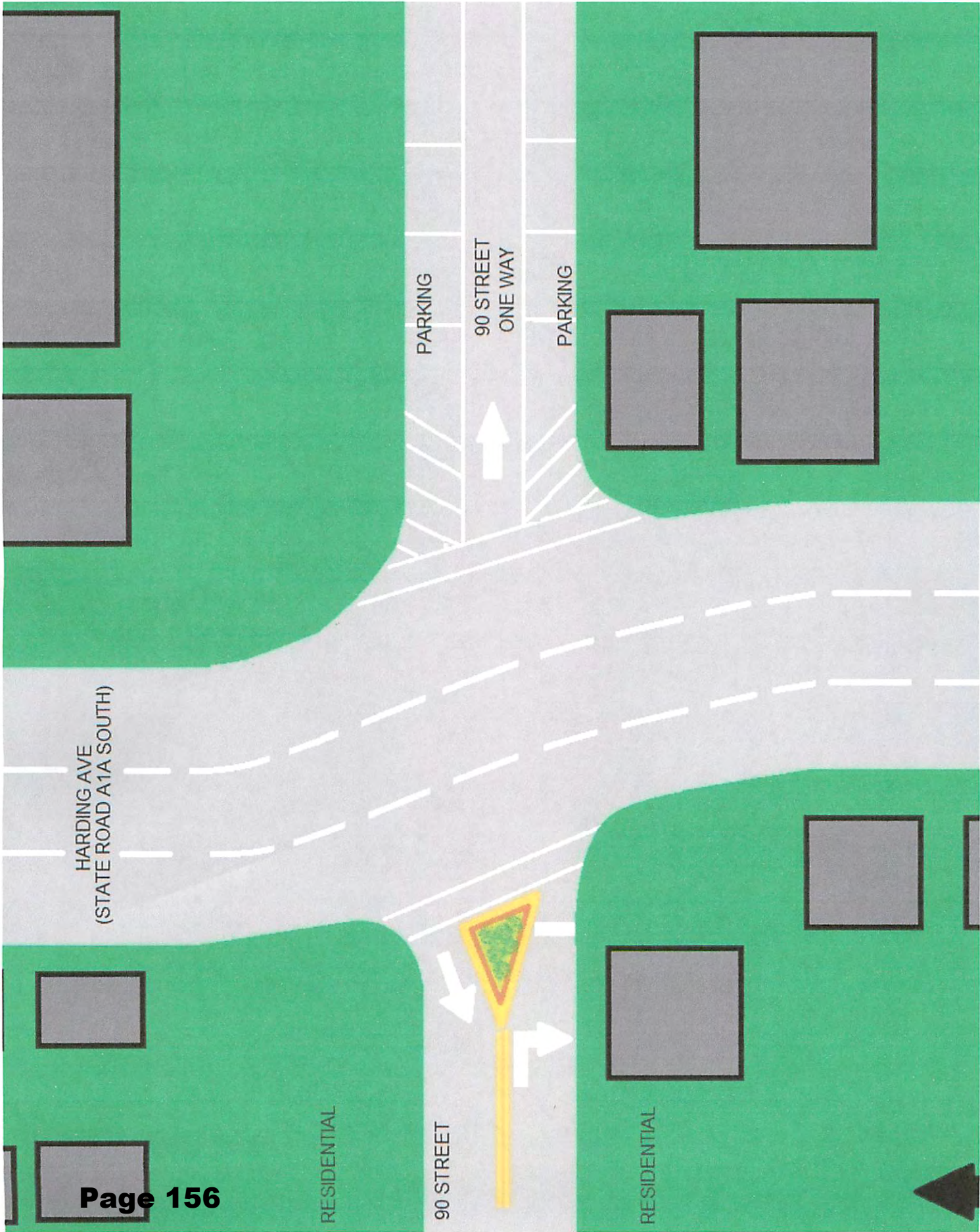
90 STREET
ONE WAY

PARKING

RESIDENTIAL

90 STREET

RESIDENTIAL






**Town of Surfside
Town Commission Meeting
March 8, 2016**

7:00 pm

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

Agenda #: 9B
Date: March 8, 2016
From: Daniel Dietch, Mayor 
Subject: Condominium Termination Law Urging Resolution

Objective: To seek direction from the Town Commission whether it desires the Town Attorney to prepare an urging resolution to the Florida Legislature seeking further protections for our residents under the Condominium Termination Law.

Consideration: Residents have expressed concerns that they may be forced to sell their condominium if a developer proceeds under the current Condominium Termination Law.

The condominium termination statute was substantially amended in 2007 as a way to encourage developers to invest in financially distressed condominiums as a result of the downturn in the economy. One of the major changes implemented by the 2007 Amendment was to reduce the previous statutory 100 percent approval requirement for optional condominium terminations, to an 80 percent approval requirement (unless a particular condominium's declaration provides for an even lower approval percentage), provided that not more than 10 percent of the unit owners affirmatively object to the termination.

In 2015, Governor Rick Scott signed into law a bill that amended the condominium termination provisions of the Florida Condominium Act (the "2015 Amendment") by modifying the procedures and requirements imposed upon those seeking to terminate a condominium in Florida. The 2015 Amendment expanded protections for residents, including a requirement that owners must receive 100 percent of the fair market value for their units, the owner is entitled to receive a relocation payment of 1 percent the purchase price, and all owners current in monetary obligations to the association and in their mortgage payments are entitled to have their mortgages satisfied in full upon payment of their allocated share of the proceeds of the unit. However, the 2015 Amendment did not reverse the 80 percent approval requirement for optional condominium termination.

Recommendation: Direct the Town Attorney to prepare an urging resolution to the Florida Legislature seeking to increase protections for our residents under the Condominium Termination Law including, but not limited to, restoring the percentage approval for condominium termination from 80 percent to 100 percent and to address any loopholes in the current law that circumvent the regulations.