



**Town of Surfside
Town Commission Meeting
AGENDA**

June 13, 2017

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. State Representative Joseph Geller** – Guillermo Olmedillo, Town Manager
- H. Proclamation Presentation to Julia Magnani** – Mayor Daniel Dietch – **Page 1**
- I. GFOA Budget Award** – Guillermo Olmedillo, Town Manager – **Page 2 - 3**
- J. Police Department Verbal Update** – David Allen, Chief of Police

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 - **Page 4 - 12**

May 9, 2017 Regular Town Commission Meeting Minutes

***B. Town Manager’s Report** – Guillermo Olmedillo, Town Manager – **Page 13 - 25**

- 1. See Click Fix
- 2. Public Information Policy and Plan
- 3. Development Application Status
- 4. Building Department
- 5. Code Compliance
- 6. Finance
- 7. Information Technology
- 8. Police Department

***C. Town Attorney’s Report** – Linda Miller, Town Attorney – **Page 26 - 30**

D. Committee Reports – Guillermo Olmedillo, Town Manager – **Page 31 - 39**

- **April 27, 2017 Sustainability Subcommittee Meeting Minutes**
- **April 27, 2017 Planning and Zoning Board Meeting Minutes**

E. Mutual Aid Agreement between the City of North Miami Police and the Town of Surfside Police – Guillermo Olmedillo, Town Manager – Page 40 - 67

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

F. Nurse Enhancement Initiative – Guillermo Olmedillo, Town Manager – Page 68 - 79

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MIAMI BEACH, NORTH BAY VILLAGE, THE TOWN OF BAY HARBOR ISLANDS, THE VILLAGE OF BAL HARBOUR AND THE MIAMI BEACH CHAMBER EDUCATION FOUNDATION TO IMPLEMENT THE NURSE ENHANCEMENT INITIATIVE FOR SCHOOL YEAR 2017/2018; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

G. Interlocal Agreement for NPDES Co-Permit No. FLS000003 - Guillermo Olmedillo, Town Manager – Page 80 - 93

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE RENEWAL OF THE INTERLOCAL AGREEMENT BETWEEN CO-PERMITTEES NAMED IN NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT NO. FLS000003 AND MIAMI-DADE COUNTY; AND ALSO BETWEEN ALL CO-PERMITTEES; PROVIDING FOR IDENTIFICATION AND CONTROL OF POLLUTANT DISCHARGES IN SHARED MUNICIPAL SEPARATE STORM SEWER SYSTEMS; PROVIDING FOR APPROVAL AND AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

H. Certificate and Coin Request for Jake Rubin – Mayor Daniel Dietch – Page 94 - 96

4. Ordinances

(Set for approximately 7:45 p.m.) (Note: Good and Welfare must begin at 8:15)

A. Second Reading Ordinances

- 1. Amended Beach Furniture Ordinance – Guillermo Olmedillo, Town Manager – Page 97 - 123**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 86 “WATERWAYS”; ARTICLE II, “PUBLIC BEACHES”, SPECIFICALLY AMENDING SECTION 86-26 “DEFINITIONS”; SPECIFICALLY AMENDING SECTION 86-31 “BEACH FURNITURE PERMIT REQUIREMENTS”; SPECIFICALLY AMENDING SECTION 86-33 “VIOLATIONS, CIVIL FINES AND PENALTIES”; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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

B. First Reading Ordinances

5. Resolutions and Proclamations

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

- A. Regional Hybrid Skatepark and Pumptrack Initiative – Guillermo Olmedillo, Town Manager – Page 124 - 130**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING THE TOWN MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (“MOU”) WITH THE CITY OF SUNNY ISLES BEACH TO SUPPORT A REGIONAL HYBRID SKATEPARK AND PUMPTRACK INITIATIVE IN HAULOVER PARK, MIAMI-DADE COUNTY WITH COORDINATION FROM MIAMI-DADE COUNTY, THE CITY OF SUNNY ISLES BEACH, CITY OF MIAMI BEACH, BAL HARBOUR VILLAGE AND THE TOWN OF BAY HARBOR ISLANDS; AMENDING THE FISCAL YEAR 2016-2017 ANNUAL BUDGET AUTHORIZING THE APPROPRIATION OF UP TO \$50,000 FROM THE CAPITAL IMPROVEMENT FUND, SKATEPARK CONTRIBUTION, ACCOUNT NO. 301-4400-572-8110 TO THE CITY OF SUNNY ISLES BEACH TO BE DISBURSED UPON EXECUTION OF THE MOU; PROVIDING FOR APPROVAL AND

AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- B. Approval to proceed with A & B Pipe for the purchase of checkmate valves for water outfalls – Guillermo Olmedillo, Town Manager – Page 131 - 141**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING THE FISCAL YEAR 2016-2017 ANNUAL BUDGET; APPROPRIATING FUNDS NOT TO EXCEED THE AMOUNT OF \$45,280.00 FROM THE STORM WATER FUND RESERVES ACCOUNT NO. 404-0000-391-1000 TO THE EQUIPMENT MAINTENANCE ACCOUNT NO. 404-5500-538-4603; AUTHORIZATION TO WAIVE COMPETITIVE BIDDING; AUTHORIZATION OF THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF TIDEFLEX CHECKMATE VALVES FROM A&B PIPE & SUPPLY; PROVIDING FOR APPROVAL AND AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; 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

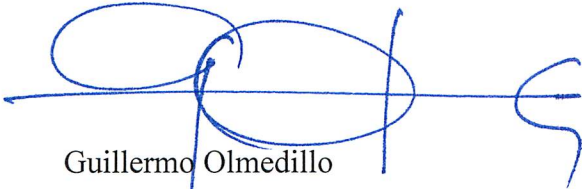
9. Mayor, Commission and Staff Communications

- A. Policy for Funding for Non-For-Profit Organization – Guillermo Olmedillo, Town Manager – Page 142 - 145**
- B. Sustainability Incentives – Guillermo Olmedillo, Town Manager – Page 146 - 149**
- C. Agenda Deadline Dates – Guillermo Olmedillo, Town Manager *{Linked to Item 9F}* – Page 150**
- D. Walkability and Pedestrian Improvements Trial - Guillermo Olmedillo, Town Manager – Page 151 - 160**
- E. Miami Gardens Site – Guillermo Olmedillo, Town Manager – Page 161 - 162**

F. August Town Commission Meeting Discussion {Verbal} - Guillermo Olmedillo, Town Manager {Linked to Item 9C}

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.

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.



Proclamation

Whereas, the Town of Surfside, Florida recognizes Julia Magnani's caring and dedicated service to our Community and children; and

Whereas, Julia Magnani facilitated numerous initiatives for the Town of Surfside such as:

- *In 2007, founded the Surfside Civic Association and Newsletter in an effort to update residents on the actions of the Town Commission;*
- *Coordinated the Surfside Holiday Fund and collected money from residents to give holiday cheer to the Town employees;*
- *Helped grow the Halloween Block Party from 200 to approximately 1,500 attendees ;*
- *Reached out to the Surfside Business District to build a better relationship with the Town Administration through the delivery of information and the solicitation of participation in Town meetings and initiatives;*
- *Helped with the Town of Surfside's Relay For Life Event; and*
- *Coordinated the Newtown Turtle Project in cooperation with Ms. Vidal Santos, Ruth K, Broad K-8 School art teacher, and the Town of Surfside to foster healing through art in Newtown, Connecticut.*

Whereas, Julia Magnani has supported and advanced the Ruth K, Broad K-8 School initiatives in order to enrich the educational environment of students through fundraising and character building programs such as:

- *Raised over \$600,000 for the Pride Outside Campaign for two new playgrounds, artificial turf field and track and basketball courts;*
- *Initiated the Dannon Yogurt Competition winning the grand prize of \$30,000;*
- *Acquired new computers for the computer labs;*
- *Secured Enrichment Funding for Special Area classes (robotics, art, music, physical education, broadcasting);*
- *For Career Week, organized over 80 business professionals to present to students on their careers*
- *Organized the Ruth K, Broad K-8 School's Teacher Appreciation every year;*
- *Nurtured the Recycling Program; and*
- *Spearheaded a Blood Drive for local children with cancer.*

Whereas, the Town Commission desires to acknowledge Julia Magnani's devoted and conscientious service to our Community.

Now, therefore, the Town of Surfside, does hereby proclaim June 13 as "Julia Magnani Day."

In witness thereof I have hereunto set my hand this 13th day of June 2017.

Daniel Dietch, Mayor
Town of Surfside, Florida





Government Finance Officers Association
 203 North LaSalle Street, Suite 2700
 Chicago, Illinois 60601-1210
 312.977.9700 fax: 312.977.4806

RECEIVED

MAY 16

May 1, 2017

Guillermo Olmedillo
 Town Manager
 Town of Surfside
 9293 Harding Avenue
 Surfside, FL 33154

Dear Mr. Olmedillo:

We are pleased to notify you that Town of Surfside, Florida, has received the Distinguished Budget Presentation Award for the current budget from Government Finance Officers Association (GFOA). This award is the highest form of recognition in governmental budgeting and represents a significant achievement by your organization.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual(s) or department designated as being primarily responsible for its having achieved the award. This has been presented to:

Donald G. Nelson, CPA, Finance Director

We hope you will arrange for a formal public presentation of the award, and that appropriate publicity will be given to this notable achievement. A press release is enclosed for your use.

We appreciate your participation in GFOA's Budget Awards Program, and we sincerely hope that your example will encourage others to achieve and maintain excellence in governmental budgeting.

Sincerely,

Todd Buikema
 Acting Director, Technical Services Center

Enclosure



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

FOR IMMEDIATE RELEASE

May 1, 2017

For more information, contact:

Todd Buikema, Acting Director/TSC
Phone: (312) 977-9700
Fax: (312) 977-4806
E-mail: tbuikema@gfoa.org

(Chicago, Illinois)--Government Finance Officers Association is pleased to announce that **Town of Surfside, Florida**, has received GFOA's Distinguished Budget Presentation Award for its budget.

The award represents a significant achievement by the entity. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the entity had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as:

- a policy document
- a financial plan
- an operations guide
- a communications device

Budget documents must be rated "proficient" in all four categories, and in the fourteen mandatory criteria within those categories, to receive the award.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual(s) or department designated as being primarily responsible for having achieved the award. This has been presented to **Donald G. Nelson, CPA, Finance Director**.

There are over 1,600 participants in the Budget Awards Program. The most recent Budget Award recipients, along with their corresponding budget documents, are posted quarterly on GFOA's website. Award recipients have pioneered efforts to improve the quality of budgeting and provide an excellent example for other governments throughout North America.

Government Finance Officers Association is a major professional association servicing the needs of more than 19,000 appointed and elected local, state, and provincial-level government officials and other finance practitioners. It provides top quality publications, training programs, services, and products designed to enhance the skills and performance of those responsible for government finance policy and management. The association is headquartered in Chicago, Illinois, with offices in Washington D.C.

Washington, DC Office

Federal Liaison Center, 660 North Capitol Street, NW, Suite 410 • Washington, DC 20001 • 202.393.8020 fax: 202.393.0780



**Town of Surfside
Town Commission Meeting
MINUTES
May 9, 2017
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 7:03 p.m.

B. Roll Call of Members

Town Clerk Sandra Novoa called the roll with the following members present: Mayor Daniel Dietch, Vice Mayor Barry Cohen, Commissioner Tina Paul, Commissioner Michael Karukin and Commissioner Daniel Gielchinsky.

C. Pledge of Allegiance

Police Chief Allen led the Pledge of Allegiance.

D. Mayor and Commission Remarks – Mayor Daniel Dietch

Commissioner Paul spoke of the environmental events which she attended. Vice Mayor Paul commended the Commission on working together. Mayor Dietch asked to remove Item 3F from the consent agenda.

Commissioner Paul made a motion to remove Item 3F from the consent agenda and place it after 9G and approve it. The motion received a second from Commissioner Karukin and all voted in favor with Commissioner Gielchinsky absent for the vote.

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

Commissioner Paul made a motion to link Items 9D and 4B1. The motion received a second from Commissioner Karukin and all voted in favor with Commissioner Gielchinsky absent for the vote.

Commissioner Karukin made a motion to add Item 9G Four Year Staggered Terms to the agenda for discussion. The motion received a second from Commissioner Paul and all voted in favor with Commissioner Gielchinsky absent for the vote. Town Manager Olmedillo asked that Item 5A be deleted from the agenda.

F. Community Notes – Mayor Daniel Dietch

The Mayor recognized and thanked those who organized and participated in the community events. The Mayor announced upcoming community events which can be found in the Gazette and on the Town's website. Commissioner Gielchinsky thanked Chief Allen for recent significant apprehensions. Birthday wishes went out to the Mayor's wife as well as others.

G. Presentation of Annual Salary to the Members of the Town Commission –
Guillermo Olmedillo, Town Manager
Town Manager Olmedillo presented each member of the Commission with one dollar which is their salary for the year. The Town Manager reminded the community that the Commission is here to serve.

2. Quasi-Judicial Hearings (None)

3. Consent Agenda

Mayor Dietch pulled Item 3A1 minutes.

A. Minutes – Sandra Novoa, MMC, Town Clerk
April 13, 2017 Regular Town Commission Meeting Minutes
April 26, 2017 Special Town Commission Meeting Minutes

Pulled Item – Mayor Dietch 3A.

Mayor Dietch read into the record corrections to the minutes.

Commissioner Karukin made a motion to approve the consent agenda minus the pulled item. The motion received a second from Commissioner Paul and all voted in favor.

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

1. See Click Fix
2. Development Application Status
3. Code Compliance
4. Finance
5. Information Technology
6. Police Department

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

D. Committee Reports – Guillermo Olmedillo, Town Manager

- February 2, 2017 Pension Board Meeting Minutes
- March 27, 2017 Parks and Recreation Committee Meeting Minutes
- March 30, 2017 Sustainability Subcommittee Meeting Minutes
- March 30, 2017 Planning and Zoning Board Meeting Minutes

E. Mutual Aid Agreement between the City of Aventura Police Department and the Town of Surfside Police Department – Guillermo Olmedillo, Town Manager

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

Approved on consent.

F. Presentation Municipal Clerk’s Week Proclamation – Sandra Novoa, MMC, Town Clerk

Mayor Dietch read into the record the Municipal Clerks Proclamation and thanked Sandra Novoa and Elora Riera for their service.

G. Proclamation Request for Retiring Ruth K. Broad K-8 Center Teachers – Joyce Azevedo, Nancy Garcia and Diana Francois – Mayor Daniel Dietch

Approved on consent.

H. Proclamation Request for Julia Magnani – Mayor Daniel Dietch

Approved on consent.

Commissioner Karukin made a motion to accept the pulled item. The motion received a second from Commissioner Paul and all voted in favor.

4. Ordinances

A. Second Reading Ordinances

1. Require Noticing of New Residential Construction and Demolitions– Guillermo Olmedillo, Town Manager

AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 14 “BUILDING” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES; SPECIFICALLY AMENDING SECTION 14-28 “ISSUANCE OF BUILDING PERMITS.”; AMENDING CHAPTER 90 “ZONING” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES; SPECIFICALLY AMENDING SECTION 90-19 “SINGLE-FAMILY AND TWO-FAMILY DEVELOPMENT REVIEW PROCESS.”; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Sandra Novoa read the title of the ordinance.

Mayor Dietch opened the public hearing.

Public Speaker Brian Roller spoke in support of the item. Mr. Roller is on the Board of Planning and Zoning.

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

Commissioner Paul made a motion to approve. The motion received a second from Commissioner Gielchinsky. The motion passed 4-1 with Commissioner Karukin voting in opposition.

B. First Reading Ordinances

1. Amended Beach Furniture Ordinance - Guillermo Olmedillo, Town Manager

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 86 “WATERWAYS”; ARTICLE II, “PUBLIC BEACHES”, SPECIFICALLY AMENDING SECTION 86-26 “DEFINITIONS”; SPECIFICALLY AMENDING SECTION 86-31 “BEACH FURNITURE PERMIT REQUIREMENTS”; SPECIFICALLY AMENDING SECTION 86-33 “VIOLATIONS, CIVIL FINES AND PENALTIES”; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE. (Linked with Item 9D)

Deputy Clerk Elora Riera read the title of the ordinance.

Commissioner Karukin made a motion to discuss. The motion received a second from Commissioner Gielchinsky.

Manager Olmedillo gave a visual presentation.

The Mayor opened the public hearing.

Public Speakers:

-Deborah Cimadevilla believes there should be guaranteed open spaces which she does not see in this ordinance.

- Silvia Coltrane believes the hotels on the west side of Collins should have the same kind of beach rights as those on the east side of Collins.

-George Kousoulas believes the ordinance is good and close to what they wish to achieve.

-Jeffery Platt spoke of permits being issued to hotels for putting up beach chairs.

-Marianne Meischied believes the Town Manager’s plan is great.

-Joel Simmonds from Grand Beach Hotel spoke on the item.

Mayor Dietch paused the item to go to Good and Welfare. The item resumed after Good and Welfare was closed.

Commissioner Paul addressed the item which was linked to 9D. The Commission thanked Commissioner Paul for the version she presented and discussed the ordinance in detail making some revisions for second reading. The Town Manager was asked to clean up any inconsistencies. Mayor Dietch read into the record the amendments to be made.

Commissioner Karukin made a motion to approve with amendments as read and with no presets for hotels and condos west of Collins. The motion received a second from Commissioner Paul and all voted in favor.

5. Resolutions and Proclamations

- A. Approval to proceed with A & B Pipe for the purchase of checkmate valves for water outfalls – Guillermo Olmedillo – Town Manager (*Deleted from Agenda*)**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING THE FISCAL YEAR 2016-2017 ANNUAL BUDGET; APPROPRIATING FUNDS IN THE AMOUNT OF \$45,280 FROM THE STORM WATER FUND RESERVES ACCOUNT NO. 404-0000-391-1000 TO THE EQUIPMENT MAINTENANCE ACCOUNT NO. 404-5500-538-4603; AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF TIDEFLEX CHECKMATE VALVES; PROVIDING FOR APPROVAL AND AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

This item was removed from the agenda.

- B. Adoption of the current Miami-Dade County Local Mitigation Strategy– Guillermo Olmedillo, Town Manager**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA ADOPTING THE CURRENT MIAMI-DADE COUNTY MULTI-HAZARD LOCAL MITIGATION STRATEGY, AS AMENDED, IN ACCORDANCE WITH THE NATIONAL FLOOD INSURANCE PROGRAM COMMUNITY RATING SYSTEM REQUIREMENTS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Sandra Novoa read the title of the resolution.

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

- C. Community Rating System consultant CRS Max – Guillermo Olmedillo, Town Manager**

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING THE TOWN MANAGER TO EXECUTE AN

AGREEMENT FOR THE RETENTION OF COMMUNITY RATING SYSTEM MAX CONSULTANTS (CRS MAX) FOR COMMUNITY RATING SYSTEM CONSULTING SERVICES; AUTHORIZING THE APPROPRIATION AND EXPENDITURE FROM THE 2016/2017 FISCAL YEAR BUDGET NOT TO EXCEED \$11,000 FROM THE GENERAL FUND ACCOUNT NO. 001-7900-590-3110; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Sandra Novoa read the title of the resolution. Building Official Ross Prieto gave a presentation.

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

- D. Approval for work authorization No. 103 to Calvin Giordano & Associates for the post design services related to the Surfside Traffic Signal Modifications at three intersections along Harding Avenue – Guillermo Olmedillo, Town Manager**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING CALVIN, GIORDANO & ASSOCIATES, INC. WORK AUTHORIZATION NO. 103 FOR HARDING AVENUE POST DESIGN SERVICES; AUTHORIZING THE EXPENDITURE FROM THE 2016/2017 FISCAL YEAR BUDGET IN THE AMOUNT NOT TO EXCEED \$37,200.60 FROM THE MUNICIPAL TRANSPORTATION FUND, ACCOUNT NO. 107-8500-549-3110; PROVIDING FOR APPROVAL AND AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Sandra Novoa read the title of the resolution.

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

Commissioner Karukin had several questions for the Traffic Engineer. The engineer responded to the questions and gave a brief update on the item.

Commissioner Karukin made a motion to approve with the provision that we add into the CGA contract to include all pre and post data. The motion received a second from Commissioner Paul and all voted in favor with Commissioner Gielchinsky absent for the vote.

6. Good and Welfare

Mayor Dietch opened the public speaking.

- Jeffery Platt spoke about bullying on the beach especially by beach chair operators.
- Marianne Meisheid spoke about an eyesore dumpster on 94th Street near the new sculpture.
- Victor May spoke about new administrative positions that have been approved.
- Brian Roller spoke about beautification of the Town as well as walkability and traffic.
- Deborah Cimadevilla asked about golf carts and a Senior Appreciation Day.
- George Kousoulas spoke about some members of the Commission who sometimes speak to members in the audience privately and feels it is not appropriate during a meeting.

No one else wishing to speak the Mayor closed Good and Welfare and resumed with Item 4B1 Beach Furniture.

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. Town of Surfside Red Light Camera Safety Program – Program Continuation Proposals– Guillermo Olmedillo, Town Manager

Police Chief Allen gave a presentation and recommends discontinuing the program. The Commission discussed the item.

Public Speaker Sandy Mickey from American Traffic Solutions spoke in support of the program and its benefits. They are willing to waive the 90 days termination notice to 30 days to allow the Town to decide and possibly hire a part-time individual to see if it can be worked out. The Mayor asked the Chief if we could work out a solution which could benefit all.

Commissioner Karukin made a motion to recommend option 2 and discontinue the program. The motion received a second from Commissioner Gielchinsky and the motion carried 3-2 with Mayor Dietch and Vice Mayor Cohen voting in opposition.

Commissioner Gielchinsky made a motion to direct the Town Manager to terminate the contract. The motion received a second from Commissioner Karukin and the motion carried 4-1 with Vice Mayor Cohen voting in opposition.

B. Walkability and Pedestrian Improvements – Guillermo Olmedillo, Town Manager

Manager Olmedillo gave a visual presentation. Commissioner Karukin had several questions for the Manager, some regarding the success or failure of his recommendation and how it will affect some of the residents. Commissioner Paul had questions for the Manager and would like input from the residents before

making any decision. Mayor Dietch agreed with Commissioner Paul regarding community feedback.

Commissioner Karukin made a motion to extend the meeting an additional hour. The motion received a second from Commissioner Paul and all voted in favor.

The Mayor called the public speakers.

-George Kousoulas spoke in favor of the plan and sees it as an enhancement. He was unsure if it would resolve some of the traffic issues.

-Deborah Cimadevilla presented her ideas and spoke about parking and one-way streets.

The Commission further discussed the item and gave their views.

Passing the gavel, Mayor Dietch made a motion to approve the concept of the plan and direct the Town Manager to come back with a test plan as laid out in this discussion item that also includes a timeline, public engagement plan, what the Town really thinks the cost would be, and how the Town is going to measure success. The motion received a second from Commissioner Gielchinsky and the motion carried 4-1 with Vice Mayor Cohen voting in opposition.

C. Modifying measurement of height to prepare Sea level rise – Guillermo Olmedillo, Town Manager

Manager Olmedillo introduced the item. The Commission discussed the item and how it relates to Section Four of the Charter. Town Planner Sarah Sinatra and Building Official Ross Prieto gave more information on the item and answered questions from the Commission. Public Speakers George Kousoulas and Deborah Cimadevilla each spoke on the item and presented their views.

Vice Mayor Cohen made a motion to begin an exploration of this process. The motion received a second from Commissioner Gielchinsky. After some discussion, Vice Mayor Cohen rescinded his motion and received a second by Commissioner Gielchinsky.

Passing the gavel, Mayor Dietch made a motion to direct staff through the Town Manager to engage with the City of Miami Beach, and see where they are on their Design Charette and to discuss other mitigations and resiliency strategies that can be incorporated as part of the zoning code that includes “give a foot, get a foot” as well as other strategies that may enable a more resilient environment in consideration of the rising seas. The motion received a second from Commissioner Gielchinsky and all voted in favor.

Commissioner Paul made a motion to extend the meeting an additional fifteen minutes. The motion received a second from Vice Mayor Cohen and all voted in favor.

D. Beach Furniture Ordinance 16-1658 Amendments – Commissioner Tina Paul (Linked with Item 4B.1)

Item discussion can be found under item 4B1.

E. Zoning Approval Period - Mayor Daniel Dietch

Mayor Dietch presented the item. Town Manager Olmedillo explained the process. After discussion, the Commission will not move forward with this item.

F. “No Thru Trucks” Sign Enforcement – Mayor Daniel Dietch

Mayor Dietch presented the item. The Town Commission agreed to direct the Town Manager to explore the item and come back with his report. Public Speaker Deborah Cimadevilla spoke about the traffic on 91st Street and trucks going through.

G. 4 Year Staggered Terms (added to agenda by Commissioner Michael Karukin)

Commissioner Karukin presented the item. Public Speaker George Kousoulas spoke on the item and does not think there is a problem with continuity or stability under the current process; however, he believes this is a good way forward and gave his explanation. Public Speaker Lou Cohen spoke in support of the item.

Commissioner Gielchinsky made a motion to extend the meeting an additional three minutes. The motion received a second from Commissioner Karukin and all voted in favor.

Commissioner Karukin made a motion to direct the Town Attorney to prepare the appropriate documents consistent with our discussion item. The motion received a second from Commissioner Gielchinsky and all voted in favor.

Commissioner Gielchinsky spoke about the Bal Harbour shops expansion and the views of neighboring communities to the north about the Town’s resolution.

10. Adjournment

The meeting adjourned at 12:18 a.m.

Respectfully submitted,

Accepted this _____ day of _____, 2017

Daniel Dietch, Mayor

Attest:

Sandra Novoa, MMC
Town Clerk



TOWN MANAGER'S REPORT JUNE 2017

COMMUNITY PROGRAMS / INITIATIVES / ENHANCEMENTS

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

2. **Public Information Policy and Plan**

This Town Commission directed initiative will be on the July 11, 2017 Town Commission Meeting agenda for discussion.

The Town has retained the services of ProCom Communications, Inc. to assist in formulating the policy and plan. The following are areas being addressed in the report: philosophy and scope, definitions, guidelines and procedures, roles and responsibilities, key messages, procedures for public and media, and communication tools.

3. **Development Application Status**

- A. 9116 Harding – A site plan application for a 4 unit townhouse development has been received. A Development Review meeting was held November 2, 2016. Comments were provided and corrections were required. The plans were resubmitted and the second Development Review Group (DRG) was held on February 7, 2017 and a third DRG was held on May 18, 2017. The DIC meeting was held on June 1, 2017. The Planning and Zoning Board will be scheduled in the future.
- B. 228 89th Street – Casa de Jesus – a Special Exception application has been submitted related to an afterschool program. A Development Review meeting was held on December 6, 2016. Comments were provided and corrections were required. The plans were resubmitted and a DIC meeting was held on February 7, 2017. The item was heard at the April Planning and Zoning Board meeting and was deferred to the next meeting. It was approved at the May 25, 2017 Planning and Zoning Board meeting. The approval was for 20 students with the option of increasing the students administratively by 10 after one year if the applicant performs a traffic study and demonstrates a de minimus impact. A Town Commission meeting has not been scheduled.
- C. 8851 Harding Avenue – a 25 unit condominium development was submitted in January 2015. A Development Review meeting was held on January 22, 2016. The applicant resubmitted the plan on August 1, 2016 and a second Development Review meeting was held on August 18, 2016. Comments were provided and corrections were required. The applicant resubmitted the plans and comments were provided on January 26, 2017. A DIC meeting will be scheduled in the future.
- D. Surf Club II – A site plan application was submitted on August 12, 2015. The Development Review meeting was held on September 4, 2015. A second DRG meeting was held on April 18, 2016. The plans were resubmitted on June 13, 2016 and DIC was held on July 27, 2016. The application was heard by Planning and Zoning on August 25, 2016. The applicant has revised the request and resubmitted the plans. The DRG and DIC meetings were held on March 9. Revisions are required. The next DRG and DIC meetings have not been scheduled yet.

- E. Surf Club Northwest Building – A site plan amendment was submitted on February 9, 2017. The DRG meeting was held on March 9. Revisions were required and were received on April 24, 2017. A DRG meeting was held on May 11, 2017. The DIC meeting was held on June 1, 2017. A Planning and Zoning Board meeting will be scheduled in the future.
- F. 8995 Collins – A site plan was submitted on May 19, 2017. A DRG meeting is scheduled for June 19, 2017.

TOWN DEPARTMENTS

4. Building Department

- A. Mosquito Control: The Miami-Dade County Department of Solid Waste Management's Mosquito Control and Habitat Management Division continues to work with residents, businesses and various industry groups to provide information designed to help prevent mosquito breeding and protect Miami-Dade residents and visitors from mosquito bites.

One of the industries the Mosquito Control Division has partnered with is the construction industry. During last year's response to the Zika virus, mosquito inspectors identified several construction sites throughout the County with conditions that caused mosquito breeding and adult mosquito activity. To facilitate breeding-prevention awareness, Mosquito Control staff has conducted workshops with building industry professional groups and provided mosquito abatement training for municipal code enforcement and building officials. In addition, the department's Communications team developed a flyer with mosquito control information specific to the construction industry that is available at the front counter in Town Hall, it is posted on the bulletin board in the lobby and can also be found on the Town website.

5. Code Compliance

- A. Code Violation Cases: As of May 29, 2017, the total number of active, open cases being managed is 133; of these cases, 65 cases are still under investigation and are working towards compliance, 4 cases are on-hold, 19 are in the Special Master hearing queue; 7 cases are in post-Special Magistrate action status, and 38 cases have been liened and remain unpaid. Properties with unpaid liens are sent reminder letters on a quarterly basis.
- B. Collected Civil Penalty Fines: 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, resolved 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 of the fine amounts collected:

FY 16/17: 97 cases have paid/settled through May 29, 2017 for a total collection of \$33,951
FY 15/16: 152 cases paid/settled for a total of \$137,282
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

6. Finance

- A. Budget to Actual Monthly Report – Report attached
- B. Budget Preparation Calendar – Attached

7. Information Technology

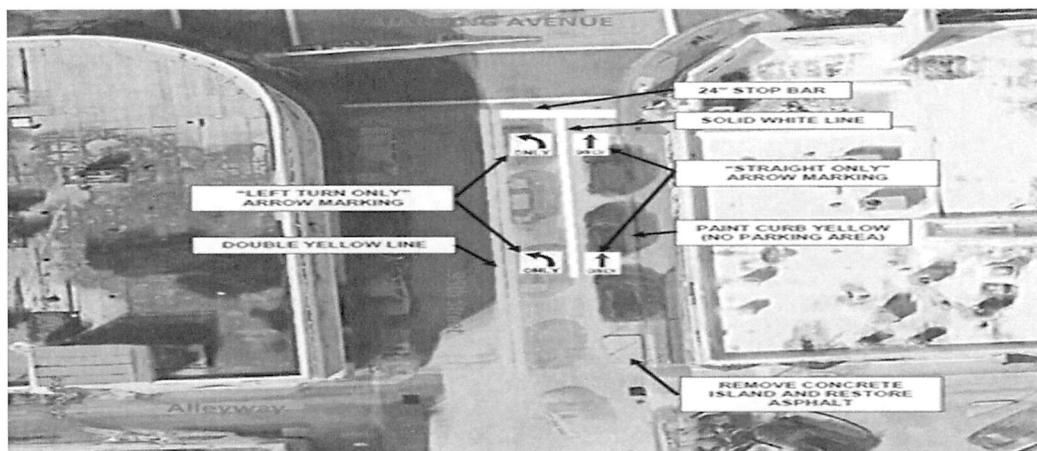
- IT completed the replacement of the firewall.
- IT is placing an order in June for ASI/SDI Digital box for the Meeting Broadcast System (Channel 93).
- IT is working with Finance to complete a cost benefit analysis for the upgrade of the internet bandwidth for FY17/18. The increase would be from 50MBs to 100MBs MetroE. The analysis is projected to be completed by AT&T within 1-2 months.
- IT is working with the Video System Controller and Server subcontractor, LexisNexus HD to obtain quotes for replacement of the system. The first quote obtained from AVI came in at \$12,440. IT will work with the Finance Director on the next steps for approval and replacement.
- IT is installing new VPN Client to all the Town and Police Laptops, to be completed by June.
- IT installed Ethernet Cables in five different locations in Town Hall building to provide Wi-Fi to Town employees and for public meetings. (Equipment to be ordered in June)

8. Police Department

A. May 2017 Significant Incidents/Arrests

- Stolen/Recovered Vehicle – 05/02/2017-05/03/2017: 8800 block of Byron Avenue. A stolen vehicle was recovered in North Bay Village on 05/03/2017. The subject was arrested on 05/09/2017.
- Grand Theft Auto Arrest - 05/10/2017: 94th Street and Harding Avenue. The subject was arrested and a missing juvenile was recovered and returned to her parents.
- DUI / Narcotics Arrest - 05/12/2017: 8800 block of Collins Avenue. The subject was arrested after a traffic stop.
- Update-Auto Burglaries Arrest - 05/14/2017: 9000 block of Abbott Avenue. The subject was arrested for four auto burglaries on 5/17/17. All vehicles were unlocked.
- Unoccupied Burglary Attempt/Drug Arrest - 05/18/2017: 9000 Block of Abbott Avenue. Two subjects were arrested.
- Occupied Burglary/Escape/Criminal Mischief/Resisting Officer Arrest - 05/20/2017: 9400 block of Collins Avenue. The subject was arrested.
- Unoccupied Burglary Arrest - 05/21/2017: 9400 block of Bay Drive. Two subjects were arrested.

- B. Traffic Mitigation Update: On April 27, 2017, the traffic lanes in the 200 block of 95th Street, between Collins Avenue and Harding Avenue were modified to improve the traffic flow. The new lane pavement markers delineate the new vehicular traffic flow for westbound traffic on 95th Street approaching Harding Avenue. The pavement markings allow vehicles to travel in two lanes west of the alleyway with one lane designated for travel westbound only on 95th Street across Harding Avenue, and the other lane designated as a left turn only lane for vehicles turning southbound onto Harding Avenue. The three parking spaces at this location have been eliminated to allow for a westbound travel lane. Traffic diagram:



- CGA was authorized to move forward with the preparation of the bid documents for the traffic loops at three signalized intersections along Harding Avenue. CGA will need to provide updated scope of services and fee in order to provide traffic counts and traffic analysis at subject intersections (before and after traffic analysis) per Commission request at the May 9 meeting.
- Town of Surfside Expanded Parking Areas and Loading Zones: The Town of Surfside is adding 18 new single parking spaces and 2 loading zones in the streets that are east of Collins Avenue. These new parking spaces provide additional parking options for residents and visitors to our Town. The additional loading zones provide a safe location for trucks and other vehicles to deliver goods and services to residents.

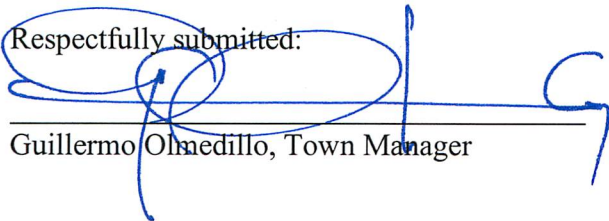
The additional parking spaces are located in the following locations: 100 block of 88th Street (4 spaces), 100 block of 90th Street (4 spaces), 100 block of 92nd Street (4 spaces), and the 100 block of 96th Street (6 spaces). The parking spaces at 88th Street, 92nd Street, and 96th Street will be in service starting 06-01-2017. The parking spaces at 90th Street will become effective upon the completion of the ongoing construction project. The additional loading zones are located in the following locations: 100 block of 89th Street, and the 100 block of 94th Street. The loading zones are effective 06-01-2017.

C. Police Events

- The Bay Harbor Islands Police Department hosted their annual Bike Rodeo at Ruth K. Broad K-8 Center on June 3. Officer Valino and CSA Duran represented the Surfside Police Department and participated in the event.
- The Miami-Dade County Emergency Operations Center hosted a regional Hurricane Strategy meeting on June 7 at Florida International University. Lt. Bambis attended.
- The Surfside Police Department hosted a community blood drive on June 7.
- The Police Teen Summer Program in conjunction with the Parks and Recreation Teen Camp began on June 13 and will conclude on August 3 with a graduation for the teenagers. The presentations will include K-9, Florida Fish and Wildlife Conservation Commission, Crime Scene Investigation, Fundamentals of Law and visits to the Coast Guard Air Base and Fire Rescue Department Station 25 in Opa Locka and Ocean Rescue in Haulover.

- The Surfside Police Department will host a Mobile Department of Motor Vehicles event for residents to apply for and renew their driver's licenses on June 15 from 10:00 a.m. to 2:00 p.m. in the Commission Chambers.
- Coffee with the Cops is June 27 at Starbucks at 10:00 a.m.
- The monthly Bike with the Chief is June 28 at Town Hall at 5:00 p.m.

Respectfully submitted:



Guillermo Ohmedillo, Town Manager



Town of Surfside, FL

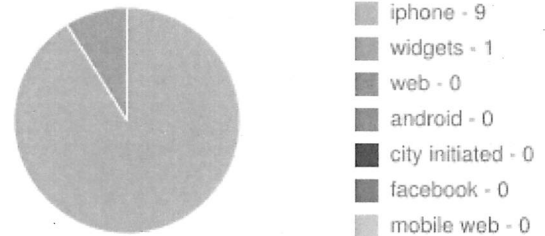
Between May 01, 2017 and May 23, 2017

10 issues were opened

8 issues were closed

The average time to close was 20.8 days.

Issues by Source



| SERVICE REQUEST TYPE | OPENED | CLOSED | DAYS TO CLOSE |
|----------------------------------|--------|--------|---------------|
| Beach Issue | 2 | 2 | 1.4 |
| Parking Issue | 2 | 2 | 1.4 |
| Other | 1 | 2 | 16.2 |
| Solid Waste (Residential) (PW) | 3 | 0 | 0.0 |
| Police (Safety Concern) | 1 | 1 | 18.0 |
| Street lights (PW) | 0 | 1 | 109.9 |
| Utilities (Water/Sewer) (PW) | 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 |
| Code Compliance (Violation) | 0 | 0 | 0.0 |
| Community Center (P & R) | 0 | 0 | 0.0 |
| Construction Issues | 0 | 0 | 0.0 |
| Dead Animal | 0 | 0 | 0.0 |

| | | | |
|-------------------------------|---|---|-----|
| Dog Stations (P & R) | 0 | 0 | 0.0 |
| Drainage/Flooding (PW) | 0 | 0 | 0.0 |
| Graffiti (in park) (P & R) | 0 | 0 | 0.0 |
| Graffiti (PW) | 0 | 0 | 0.0 |
| Hawthorne Tot-Lot (P & R) | 0 | 0 | 0.0 |
| Pothole (PW) | 0 | 0 | 0.0 |
| Solid Waste (Commercial) (PW) | 0 | 0 | 0.0 |
| Surfside Dog Park (P & R) | 0 | 0 | 0.0 |
| Veterans Park (P & R) | 0 | 0 | 0.0 |



Town of Surfside, FL

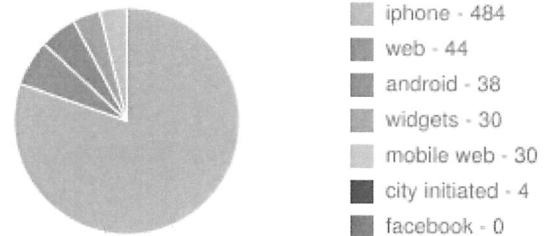
Between Feb 01, 2014 and May 23, 2017

630 issues were opened

619 issues were closed

The average time to close was 28.4 days.

Issues by Source



| SERVICE REQUEST TYPE | OPENED | CLOSED | DAYS TO CLOSE |
|----------------------------------|--------|--------|---------------|
| Other | 163 | 162 | 20.3 |
| Beach Issue | 93 | 91 | 11.2 |
| Parking Issue | 63 | 63 | 2.6 |
| Police (Safety Concern) | 70 | 70 | 8.9 |
| Code Compliance (Violation) | 50 | 49 | 55.0 |
| Street lights (PW) | 36 | 36 | 178.7 |
| Code Compliance (Safety Concern) | 32 | 29 | 63.5 |
| Utilities (Water/Sewer) (PW) | 18 | 17 | 10.6 |
| Construction Issues | 16 | 16 | 10.5 |
| Dog Stations (P & R) | 13 | 13 | 5.3 |
| Barking Dog | 12 | 12 | 20.0 |
| Drainage/Flooding (PW) | 12 | 12 | 23.4 |
| Surfside Dog Park (P & R) | 8 | 8 | 1.1 |
| Solid Waste (Residential) (PW) | 12 | 9 | 20.1 |
| 96 Street Park (P & R) | 8 | 8 | 4.0 |

Feb 01, 2014 to May 23, 2017

1 of 2

| | | | |
|-------------------------------|---|---|------|
| Pothole (PW) | 5 | 5 | 31.7 |
| Community Center (P & R) | 4 | 4 | 0.0 |
| Hawthorne Tot-Lot (P & R) | 4 | 4 | 5.2 |
| Beach Patrol | 3 | 3 | 0.7 |
| Dead Animal | 3 | 3 | 21.0 |
| Graffiti (PW) | 3 | 3 | 25.2 |
| Solid Waste (Commercial) (PW) | 2 | 2 | 0.1 |
| Graffiti (in park) (P & R) | 0 | 0 | 0.0 |
| Veterans Park (P & R) | 0 | 0 | 0.0 |

TOWN OF SURFSIDE, FLORIDA
MONTHLY BUDGET TO ACTUAL SUMMARY
FISCAL YEAR 2016/2017

AS OF

March 31, 2017

50% OF YEAR EXPIRED (BENCHMARK)

Agenda Item #

Page

1 of 3

Agenda Date: June 13, 2017

| GOVERNMENTAL FUNDS | ACTUAL | ANNUAL BUDGETED | % BUDGET |
|---|---------------------|-----------------|----------|
| <i>GENERAL FUND</i> | | | |
| REVENUE | \$9,927,429 | \$13,172,193 | 75% |
| EXPENDITURES | 6,543,646 | \$13,172,193 | 50% |
| Net Change in Fund Balance | 3,383,783 | | |
| Fund Balance-September 30, 2016 (Unaudited) | 5,258,874 | | |
| Fund Balance-March 31, 2017 (Reserves) | <u>\$ 8,642,657</u> | | |
| <i>TOURIST RESORT FUND</i> | | | |
| REVENUE | \$ 287,182 | \$735,031 | 39% |
| EXPENDITURES | 354,754 | \$735,031 | 48% |
| Net Change in Fund Balance | (67,572) | | |
| Fund Balance-September 30, 2016 (Unaudited) | 366,207 | | |
| Fund Balance-March 31, 2017 (Reserves) | <u>\$ 298,635</u> | | |
| <i>POLICE FORFEITURE FUND</i> | | | |
| REVENUE | \$ 1,390 | \$50,592 | 3% |
| EXPENDITURES | 26,287 | \$50,592 | 52% |
| Net Change in Fund Balance | \$ (24,897) | | |
| Fund Balance-September 30, 2016 (Unaudited) | 142,108 | | |
| Fund Balance-March 31, 2017 (Reserves) | <u>\$ 117,211</u> | | |
| <i>TRANSPORTATION SURTAX FUND</i> | | | |
| REVENUE | \$ 109,685 | \$281,330 | 39% |
| EXPENDITURES | 93,383 | \$281,330 | 33% |
| Net Change in Fund Balance | 16,302 | | |
| Fund Balance-September 30, 2016 (Unaudited) | 354,265 | | |
| Fund Balance-March 31, 2017 (Reserves) | <u>\$ 370,567</u> | | |
| <i>BUILDING FUND</i> | | | |
| REVENUE | \$ 1,582,953 | \$1,056,688 | 150% |
| EXPENDITURES | 436,144 | \$1,056,688 | 41% |
| Net Change in Fund Balance | 1,146,809 | | |
| Fund Balance-September 30, 2016 (Unaudited) | 0 | | |
| Fund Balance-March 31, 2017 (Reserves) | <u>\$ 1,146,809</u> | | |
| <i>CAPITAL PROJECTS FUND</i> | | | |
| REVENUE | \$ 221,010 | \$100,000 | 221% |
| EXPENDITURES | 471,911 | \$100,000 | 472% |
| Net Change in Fund Balance | (250,901) | | |
| Fund Balance-September 30, 2016 (Unaudited) | 1,154,352 | | |
| Fund Balance-March 31, 2017 (Reserves) | <u>\$ 903,451</u> | | |

NOTES:

* Many revenues for March 2017 are received in subsequent months (timing difference) and are recorded on a cash basis in the month received.

- A. Includes \$2,000,000 available for hurricane/emergencies. Includes \$109,533 of Prepaid Expenses. The balance of \$5,224,905 is unassigned fund balance (reserves).
- B. Resort Tax Revenues total collected through March 2017 is \$819,915 (\$287,182 is the Tourist Resort Fund and \$532,733 is the General Fund).

| ENTERPRISE FUNDS | ACTUAL | ANNUAL BUDGETED | % BUDGET |
|--|------------------------|--------------------|-------------|
| WATER & SEWER FUND | | | |
| REVENUE | \$ 1,437,047 | \$3,359,624 | 43% |
| EXPENDITURES | 1,124,783 | \$3,359,624 | 33% |
| Change in Net Position | 312,264 | | |
| Unrestricted Net Position-September 30, 2016 (Unaudited) | (2,911,608) | | |
| Restricted Net Position | 1,765,319 C1 | | |
| Unrestricted Net Position-March 31, 2017 (Reserves) | <u>\$ (834,025) C2</u> | | |
| MUNICIPAL PARKING FUND | | | |
| REVENUE | \$ 514,522 | \$1,576,119 | 33% |
| EXPENDITURES | 835,016 | \$1,576,119 | 53% |
| Change in Net Position | (320,494) | | |
| Unrestricted Net Position-September 30, 2016 (Unaudited) | 1,359,603 | | |
| Unrestricted Net Position-March 31, 2017 (Reserves) | <u>\$ 1,039,109</u> | | |
| SOLID WASTE FUND | | | |
| REVENUE | \$ 1,006,514 | \$1,746,554 | 58% |
| EXPENDITURES | 950,383 | \$1,746,554 | 54% |
| Change in Net Position | 56,131 | | |
| Unrestricted Net Position-September 30, 2016 (Unaudited) | 627,652 | | |
| Unrestricted Net Position-March 31, 2017 (Reserves) | <u>\$ 683,783</u> | | |
| STORMWATER FUND | | | |
| REVENUE | \$ 267,274 | \$684,143 | 39% |
| EXPENDITURES | 179,868 | \$684,143 | 26% |
| Change in Net Position | 87,406 | | |
| Unrestricted Net Position-September 30, 2016 (Unaudited) | 2,000,578 | | |
| Restricted Net Position | 347,140 C3 | | |
| Unrestricted Net Position-March 31, 2017 (Reserves) | <u>\$ 2,435,124</u> | | |

NOTES:(con't)


C1. The Restricted Net Position of \$1,765,319 includes \$1,522,319 for renewal and replacement, and \$243,000 for State Revolving Loan reserves.

C2. The reserves balance of (\$834,015) is the result of a change in current net position as of March 2017 of \$312,274 net position as of September 30, 2016 of (\$2,911,608) includes Restricted Net Position of \$1,765,319.

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



Donald G. Nelson, Finance Director



Guillermo Olmedillo, Town Manager

**Town of Surfside
Fund Balance (Reserves)**

3/31/2017

| FUND | 9/30/2014 | 9/30/2015 | 9/30/2016 | 9/30/2017 |
|-----------------------|---------------------|---------------------|---------------------|----------------------|
| General | \$ 6,366,391 | \$ 5,905,726 | \$ 5,258,874 | \$ 8,642,657 |
| Tourist Resort | 180,297 | 339,396 | 366,207 | 298,635 |
| Police Forfeiture | 159,626 | 113,431 | 142,108 | 117,211 |
| Transportation Surtax | 396,740 | 440,662 | 354,265 | 370,567 |
| Building | - | - | - | 1,146,809 |
| Capital Projects | 849,445 | 182,903 | 1,154,352 | 903,451 |
| Water & Sewer | (3,501,884) | (2,705,871) | (2,911,608) | (834,025) |
| Municipal Parking | 1,000,355 | 1,089,165 | 1,359,603 | 1,039,109 |
| Solid Waste | 116,662 | 340,391 | 627,652 | 683,783 |
| Stormwater | 3,838,412 | 4,051,768 | 2,000,578 | 2,435,124 |
| Total | \$ 9,406,044 | \$ 9,757,571 | \$ 8,352,031 | \$ 14,803,321 |




Town of Surfside
2017-18 Annual Budget
BUDGET PREPARATION CALENDAR

| | |
|--|---|
| Distribution of Department Budget Package to Department Directors | March 30 |
| Submission of Department Budget Requests to Finance Department | April 15 |
| Department Budget Meetings with the Town Manager | April 5 - 20 |
| Miami Dade Property Appraiser 2017 Assessment Roll Estimate | June 1 |
| Budget Workshop | June 15 (Thursday 5:00 pm) |
| 2017-2018 Proposed Budget Delivered to the Town Commission | July 1 |
| Miami-Dade Property Appraiser Certified Taxable Value | July 1 |
| Town Commission Budget Meeting and Preliminary Millage Rate Adoption at Special Commission Meeting | July 11 (Tuesday 5:00pm) |
| First Public Hearing | September 12 (Tuesday 5:01pm) |
| Budget Summary and Notice of Hearing Published | September 22 and September 24 |
| Second Public Hearing | September 26 (Tuesday 5:01pm) |
| 2017-18 Fiscal Year Begins | October 1 |
| | First Public Hearing dates of: Miami-Dade County (September 5) Miami Dade County School Board (July 26) |
| | Second Public Hearing dates of: Miami-Dade County (September 19) Miami Dade County School Board (September 6) |



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
DATE: June 13, 2017
SUBJECT: Office of the Town Attorney Report for June 13, 2017

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

May 16, 2017 – Special Master Hearing
 May 22, 2017 – Parks and Recreation Committee Meeting
 May 25, 2017 – Sustainability Subcommittee Meeting
 May 25, 2017 – Design Review Board and Planning and Zoning Board Meeting
 May 25, 2017 – Planning and Zoning Quasi-judicial Hearings:
 A. 400 90th Street – Variance
 B. Casa De Jesus -228 89th Street – Special Exception

June 1, 2017 – Development Impact Committee – Surf Club
 June 1, 2017 – Development Impact Committee – 9116 Harding Avenue
 June 5, 2017 – Tourist Board Meeting
 June 13, 2017 – Town Commission Meeting

Ordinances for Second Reading:

- Beach Furniture amendments

Town Commission Resolutions:

- Quasi-judicial Hearing - 400 90th Street – Setback Variance
- Purchase Checkmate Valves For Water Outfalls
- Mutual Aid Agreement between the City of North Miami and the Town of Surfside
- Memorandum of Understanding between the City of Miami Beach, North Bay Village, the Town of Bay Harbor Islands, the Town of Surfside, Bal Harbour Village and the Miami Beach Chamber Education Foundation, Inc. to implement a Nurse Enhancement Initiative for school year 2017/2018
- Authorizing the Town Manager to enter into a Memorandum Of Understanding with Sunny Isles Beach to support a Regional Hybrid Skatepark and Pumptrack Initiative in Haulover Park, Miami-Dade County with coordination from Miami-Dade County, Sunny Isles Beach, Miami Beach, Bal Harbour Village and the Town Of Bay Harbor
- Renewal of the Interlocal Agreement for the National Pollution Discharge Elimination System Co-Permittee in Permit No. FLS000003

Proclamations:

- June 13, 2017 “Julia Magnani Day”

May 25, 2017 – Sustainability Subcommittee Meeting:

- Revised Crossover Code Language – Verbal Update
- LEED Requirements
- Setbacks for Fences
- Beach Maintenance Update

May 25, 2017 – Design Review Board and Planning and Zoning Meeting:

Design Review Board Applications:

- A. 1000 Surfside Boulevard – Garage Addition and laundry room
- B. 9408 Byron Avenue – New Single Family Residence
- C. 500 Surfside Boulevard – Façade modifications
- D. 9528 Bay Drive – Façade modifications
- E. 9380 Collins Avenue – Sign

F. 400 90th Street - After-The-Fact Approval - New Residence

Planning and Zoning Board:

Quasi-judicial Hearings:

- A. 400 90th Street – Setback Variance
- B. Casa de Jesus -228 89th Street - Special Exception Request

Discussion Items:

- A. Pressure Equalizing Modules “PEM” Technology
- B. Dune Crossovers
- C. Prioritization of Future Agenda Items
- D. Verbal Update of Pedestrian Circulation
- E. Verbal Update of Resiliency Strategies

Police Department:

- Follow-up termination procedures for red light camera program

Building Department/Code Enforcement:

- Follow up with Code Enforcement for ongoing matters
- Analysis of Code for compliance with Certificate of Use and regulated uses

Tourist Board:

- Follow-up review for fiscal year 2017/2018 Holiday Lights
- Review for Art Basel Event Scope of Services
- Follow-up for PAMM Inside/Out Summer Initiative

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

1. Claimant alleges a false arrest on June 1, 2014. FMIT is investigating this claim.
2. Claimant, Barry Rosenblum alleges an unlawful detention on May 19, 2016. FMIT is investigating this claim.
3. 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. Oral Argument has been requested and will be scheduled.

4. 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 stayed the case during the pendency of an appeal and heard oral argument on June 14, 2016. The Eleventh Circuit dismissed the appeal for lack of jurisdiction on August 31, 2016. Defendants filed a motion for rehearing and motion for rehearing en banc in the Eleventh Circuit which was denied on November 4, 2016. The case has been remanded to the United States District Court for the Southern District of Florida, where the parties filed a joint motion to stay further proceedings until related cases are concluded within Florida Courts. The Federal case remains under a stay. The parties await the Florida Supreme Court's disposition of two red-light camera cases.
5. 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.

6. Sasha Elias, minor by and through her Guardian, Yanina Elias, as her Mother v. Miami-Dade County and Town of Surfside - On June 25, 2014, Plaintiff 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. Discovery is ongoing.

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

1. J.P. Morgan Chase Bank v. Hasis, et al - 9372 Bay Drive – mortgage foreclosure action. Town has filed an Answer and Petition to Participate in Surplus due and owing on the Town's continuing liens.



Town of Surfside

SUSTAINABILITY SUB COMMITTEE MEETING MINUTES

April 27, 2017 – 6:00 p.m.

Town Hall Police Training Room –
9293 Harding Ave, 2nd Floor, Surfside, FL 33154

1. Call to Order/Roll Call

The meeting was called to order by Chair Kousoulas at 6:00 p.m.

The following were present: Chair George Kousoulas
Deborah Cimadevilla
Lou Cohen

Absent: Vice Chair Bertha Goldenberg
Moshe Behar

Also present: Guillermo Olmedillo, Town Manager
Linda Miller, Town Attorney
Sarah Sinatra Gould, Town Planner
Duncan Tavares, Acting Asst. Town Manager
Sandra Lee, CGA Director of Environmental Services
Judith Frankel, Planning and Zoning Board Liaison
Elora Riera, Deputy Clerk

2. Approval of Minutes – March 30, 2017

Committee member Cohen moved to approve the minutes. Committee member Cimadevilla seconded the motion which carried 3-0 on voice vote.

3. Comprehensive Resiliency Priorities

Town Planner Sinatra presented the item and commented that the State requires the Town to evaluate the Comprehensive Plan every 7 years. The purpose of this plan is that it is a guiding document and sets the policies and principles. This will assist the Town with receiving grants and the plan will explain what the Town would like to accomplish and what the Town would like to do as a community.

Sandra Lee, CGA Director of Environmental Services showed a PowerPoint presentation to the Committee members. The Committee was provided with some greenhouse gas reduction strategies.

Discussion ensued regarding the existing resiliency policies and possible policies and whether the Committee had and additions or changes.

Some areas of concern that the Committee brought up for discussion were as follows:

- Flooding areas
- Floor elevation
- Sea level rise

After some discussion, Committee member Cohen made a motion to look further into the Pressure Equalizing Module (PEM) Technology program from Florida International University and to see if it is something that the Committee can look forward to having on the 2017 budget so that the Planning and Zoning Committee can further investigate. Committee member Cimadevilla seconded the motion which carried 3-0 with Vice Chair Goldenberg and Committee member Behar absent.

The Committee continued to discuss some other potential policies of interest as follows:

- Tree canopy coverage
- Pedestrian lane/path
- Open space
- Parking garage green roofs

Discussion ensued regarding open space and Chair Kousoulas requested that it be specified to fit the Town better. He also suggested including parking garage green roofs into the policy.

4. Public Comment

There were no public comments.

5. Adjournment

Committee member Cohen moved to adjourn the meeting at 6:58 p.m. Committee member Cimadevilla seconded the motion which carried 3-0 on voice vote with Committee member Behar and Vice Chair Goldenberg absent.

Respectfully submitted:



Elora Riera, Deputy Clerk

Adopted by the Board on this 25 day of May, 2017



George Kousoulas, Chair



Town of Surfside

DESIGN REVIEW BOARD

MINUTES

April 27, 2017 – 7:00 p.m.

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

The meeting was called to order by Chair Lecour at 7:00 p.m.

The following were present:

- Chair Lindsay Lecour
- Vice Chair Judith Frankel
- Board Member Jorge Gutierrez
- Board Member Brian Roller
- Board Member Gregg Covin
- Board Member Richard Iacobacci
- Board Member Peter Glynn

Also present:

- Linda Miller, Town Attorney
- Guillermo Olmedillo, Town Manager
- Sarah Sinatra Gould, Town Planner
- Daniel Gielchinsky, Town Commission Liaison
- Elora Riera, Deputy Clerk

1. APPROVAL OF MINUTES: March 30, 2017

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

2. DESIGN REVIEW BOARD APPLICATIONS:

A. 8818 Froude Avenue – Garage Conversion

The applicant is requesting to convert their garage to additional living space.

Town Planner Sarah Sinatra presented the item. Rolando Hernandez the contractor for the project gave details on the item and answered questions from the Board.

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

1. Landscaping shall be placed in front of the converted garage.
2. The curb cut shall be no greater than 18 feet in width.

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

B. 8830 Byron Avenue – Addition & Renovation

The applicant is proposing to enclose the 185-square foot front covered porch and other interior renovations to the existing single family house.

Town Planner Sarah Sinatra presented the item. The applicant Gregory Castro gave more details on the design and explained further the side entry which the Board discussed.

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

1. The applicant will provide a survey with the building permit package.

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

C. 8934 Abbot Avenue – Addition

The applicant is requesting a 96.25 square foot addition to the west side of the house as well as a 125-square foot addition to the rear of the property. Also included is a request to convert the garage to additional living space.

Town Planner Sarah Sinatra presented the item.

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

D. 9551 Harding Avenue – Sign

The applicant is requesting one (1) illuminated wall sign for a proposed Araxi Burger Restaurant.

Town Planner Sarah Sinatra presented the item.

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

1. Proposed sign shall be off-set from the wall a minimum of one quarter inch to a maximum of two inches to permit rain water to flow down the wall face.
2. The wall face should be reconditioned as necessary and painted in its entirety.
3. At the time of building permit, applicant will need to verify and supply trademark information to confirm all proposed text is part of the company's logo.

The motion received a second from Board Member Glynn and the motioned carried 6/1 with Board Member Gutierrez voting in opposition.

E. 9526 Harding Avenue – Sign

The applicant is requesting one (1) illuminated channel letter wall sign, one (1) window sign and one (1) rear non-illuminated sign for a proposed salon.

Town Planner Sarah Sinatra presented the item.

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

1. Proposed sign shall be off-set from the wall a minimum of one quarter inch to a maximum of two inches to permit rain water to flow down the wall face.
2. The wall face should be reconditioned and painted as necessary.

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

F. 9072 Carlyle Avenue – Garage Conversion

The applicant is requesting to convert their garage to additional living space.

Town Planner Sarah Sinatra presented the item. The Architect Jose Cardona gave details on the project and will give an update on the plans to the Town Planner.

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

1. Landscaping shall be placed in front of the converted garage.
2. A two car driveway (18 x 18) shall be provided and has been confirmed by the applicant.

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

5. Quasi-Judicial Application:

A. 8995 Collins – Architecturally Significant Determination

A RESOLUTION OF THE DESIGN REVIEW BOARD OF THE TOWN OF SURFSIDE, FLORIDA, DETERMINING THAT THE STRUCTURE LOCATED AT 8995 COLLINS AVENUE IS ARCHITECTURALLY SIGNIFICANT PURSUANT TO THE STANDARDS AND CRITERIA OF SECTION 90-33 OF THE TOWN OF SURFSIDE ZONING CODE; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

Deputy Clerk Riera read the title of the resolution.

Chair Lecour read the process and rulings of a quasi-judicial hearing.

Deputy Clerk Riera confirmed that compliance with advertising notice requirements have been met. Attorney Miller asked the DRB and Planning and Zoning Board if anyone had ex-parte communications with the Applicant or any objector. Board Member Covin said he had met with the applicant about his project but not about architectural significance. All other Board Members answered no.

Deputy Clerk Riera swore in the people who wished to speak on the item.

The applicant's representatives presented the item giving details which included visuals.

Chair Lecour opened the meeting to public hearing.

Public Speakers:

-Michael Marcil an attorney representing Carol Adams, Steve McKnight and Tom Bainbridge who live at the Surf House, spoke in opposition of the item and explained in detail that this was a violation of his client's property rights. Mr. Larkin, representing the applicant, responded to Mr. Marcil's objections. Town Attorney Miller clarified that this evening the Board is being asked to approve architectural significance not a site plan. Special Land Use Counsel Nancy Stroud spoke about the issue of ownership. The attorneys for both sides spoke about ownership.

No one else wishing to speak Chair Lecour closed the public hearing.

The Board proceeded with discussion on the issue of architectural significance. The Board had some recommendations for the applicant and the representatives for the applicant answered questions from the Board. Town Planner Sarah Sinatra addressed some of the concerns the Board had.

Vice Chair Frankel made a motion to approve. The motion received a second from Board Member Covin. The motion passed 4/3 with Board Member Glynn, Board Member Gutierrez and Board Member Roller voting in opposition.

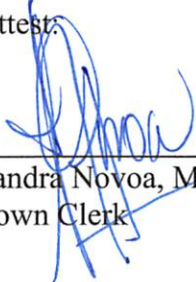
6. Adjournment

There being no further business to come before the Design Review Board the meeting adjourned at 8:58 p.m.

Accepted this 25th day of May, 2017



Chair Lindsay Lecour

Attest:


Sandra Novoa, MMC
Town Clerk



Town of Surfside

PLANNING & ZONING BOARD

MINUTES

April 27, 2017 – 7:00 p.m.

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

The meeting was called to order by Chair Lecour at 8:58 p.m.

The following were present: Chair Lindsay Lecour
Vice Chair Judith Frankel
Board Member Brian Roller
Board Member Richard Iacobacci
Board Member Peter Glynn

Also present: Linda Miller, Town Attorney
Guillermo Olmedillo, Town Manager
Sarah Sinatra Gould, Town Planner
Daniel Gielchinsky, Town Commission Liaison
Elora Riera, Deputy Clerk

1. **Commissioner Daniel Gielchinsky- Town Commission Liaison Report**
Commissioner Gielchinsky gave an update.
2. **Planning and Zoning Board Member – Sustainability Subcommittee Liaison Report**
Vice Chair Judith Frankel gave an update. Board Member Iacobacci will attend the next meeting of the Sustainability Subcommittee.
3. **APPROVAL OF MINUTES: March 30, 2017**
Board Member Roller made a motion to approve. The motion received a second from Vice Chair Frankel and the motion carried 4-1 with Board member Richard Iacobacci absent.
4. **Quasi-Judicial Application:**
 - A. **Casa de Jesus Special Exception Request**

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA PLANNING AND ZONING BOARD; RECOMMENDING APPROVAL OF A SPECIAL EXCEPTION WITH CONDITIONS TO PERMIT AN AFTER-SCHOOL PROGRAM AT CASA DE JESUS, INC. LOCATED AT 228 89TH STREET IN THE TOWN OF SURFSIDE; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

Deputy Clerk Riera read the title of the resolution.

Chair Lecour read the process and rulings of a quasi-judicial hearing.

Deputy Clerk Riera confirmed that compliance with advertising notice requirements have been met. Attorney Miller asked the DRB and Planning and Zoning Board if anyone had ex-parte communications with the Applicant or any objector. All Board Members answered no. Deputy

Clerk Riera swore in the people who wished to speak on the item.

Town Planner Sarah Sinatra presented the item. The applicant spoke in favor of the item.

Chair Lecour opened the public hearing.

Public Speakers:

- Grace Murtada was not in favor of the item and spoke of traffic, parking and safety of children.

-Deborah Cimadevilla who is a member of the church spoke in favor of the item and feels the daycare staff would be highly efficient in seeing the children are kept safe.

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

Traffic Engineer Joaquin Vargas answered questions from the Board. There was discussion regarding parking and traffic.

Board Member Roller made a motion to defer the item to May 25, 2017 at 7:00 p.m. or soon thereafter. The motion received a second from Board Member Glynn and all voted in favor.

5. Ordinance:

A. Temporary Signs

AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA AMENDING ARTICLE VI "SIGNS" OF "CHAPTER 90 ZONING" OF THE TOWN OF SURFSIDE CODE OF ORDINANCES; SPECIFICALLY AMENDING SECTION 90-69 "DEFINITIONS"; SPECIFICALLY AMENDING SECTION 90-74 "TEMPORARY SIGNS"; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

Deputy Clerk Riera read the title of the ordinance.

Town Planner Sarah Sinatra presented the item.

There was discussion as to which signs this ordinance would apply to.

Board Member Glynn made a motion to defer the item and not move it forward to the Town Commission. The motion received a second from Board Member Roller and all voted in favor.

6. Discussion Items:

A. Pedestrian Circulation – Verbal Update

Town Manager Olmedillo gave an update.

B. Sea Level Rise Request to Commission

Town Planner Sinatra gave an update. The Board gave their views on the item and suggestions for the Town Planner for the proposed amendment. Public Speaker Commissioner Michael Karukin, speaking as a resident, spoke about homes being built now and elevation.

C. Summer Schedule

Chair Lecour asked that Deputy Clerk Riera send an email to all Board members of the Summer meeting dates to ensure that there will be quorums for those meetings.

D. Future Agenda Items


7. Adjournment

There being no further business to come before the Planning and Zoning Board the meeting adjourned at 10:31 p.m.

Accepted this 25th day of May, 2017



Chair Lindsay Lecour

Attest: 

Sandra Novoa, MMC
Town Clerk



Town of Surfside Commission Communication

Agenda Item # 3E

Agenda Date: June 13, 2017

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

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

Background: The Town of Surfside Police Department has mutual aid agreements with many Miami-Dade County law enforcement agencies. The Town of Surfside and the City of North Miami are located in a way that it is advantageous to receive and extend mutual aid in the form of law enforcement services and resources. The new Mutual Aid Agreement between the Town of Surfside Police Department and City of North Miami Police Department shall be in effect from the date of signing through and including December 31, 2021.

Budget Impact: N/A

Staff Impact: N/A

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

David Allen, Chief of Police

Guillermo Olmedillo, Town Manager

MUTUAL AID AGREEMENT

BETWEEN THE CITY OF NORTH MIAMI POLICE DEPARTMENT AND THE TOWN OF SURFSIDE POLICE DEPARTMENT

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

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

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

WHEREAS, the two participating municipalities, **City of North Miami** and the **Town of Surfside**, have the authority to enter into a mutual aid agreement with one another pursuant to Chapter 23, Florida Statutes, Florida Mutual Aid Act.

NOW, THEREFORE, BE IT KNOWN, that the **City of North Miami** and the **Town of Surfside**, subdivisions of the State of Florida, and the undersigned representatives, in consideration of mutual promises to render valuable aid in times of necessity, agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. **Short title:** Mutual Aid Agreement.

2. **Description:** Because this Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations, this Mutual Aid Agreement (“Agreement”) combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as described in Chapter 23, Florida Statutes.

3. **Definitions:**

- a. **Joint Declaration:** A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the Joint Declaration shall be filed with the clerks of the respective, participating municipalities/political subdivisions to this agreement and shall become incorporated into this Agreement. The declaration may be amended or supplemented at any time by these concerned agency heads by filing subsequent declarations with the clerks of the respective, participating municipalities/political subdivisions.
- b. **Agency or participating law enforcement agency:** The City of North Miami Police Department and the Town of Surfside Police Department.
- c. **Department Head:** The Chief of the City of North Miami Police Department, or the Chief’s designees, and the Chief of the Town of Surfside Police Department, or the Chief’s designees.
- d. **Certified law enforcement employee:** Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

4. **Operations:**

- a. In the event that a party to this Agreement is in need of assistance, as specified in the applicable Joint Declaration which shall become part of this Agreement, an authorized representative of the City requiring assistance shall notify the agency from whom such assistance is requested. The authorized agency representative

whose assistance is sought shall evaluate the situation and available resources, and will respond in a manner deemed appropriate.

- b. Each party to this Agreement agrees to furnish necessary personnel, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete unreasonably its own personnel, equipment, facilities, and other resources and services in rendering such assistance.
- c. The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

5. **Powers, Privileges, Immunities, and Costs:**

- a. All employees of the participating municipal police department, including certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that the employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall, pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are regularly employed.
- b. The political subdivision having financial responsibility for the law enforcement agency providing services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of any action.
- c. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement, during the time of the rendering of the aid, and shall defray the actual travel and maintenance expenses of the employees while they are rendering aid. Compensation shall include any

amounts for compensation due to personal injury or death while such employees are engaged in rendering aid. Compensation shall also include all benefits normally due the employees.

- d. All exemptions from ordinance and rules, and all pension, insurance, relief, disability, workers compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extra territorially under the provisions of this Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.

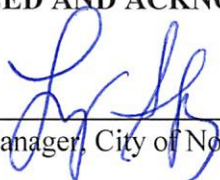
6. **Indemnification, Hold Harmless:** The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action, or claim for damages resulting from any and all acts or conduct of employees of the providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.

7. **Forfeitures:** It is recognized that during the course of the operation of this agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.

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


9. **Effective Date and Duration:** This Agreement shall be in effect from date of signing, through and including **December 31, 2021**. Under no circumstances may this Agreement be renewed, amended, or extended other than in writing.
10. **Cancellation:** This Agreement may be cancelled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the Agency heads of the parties.

AGREED AND ACKNOWLEDGED this 13TH day of April, 20 17.



 City Manager, City of North Miami, FL

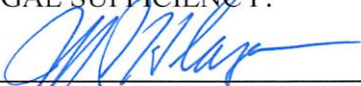
 Town Manager, Town of Surfside, FL

ATTEST:


 City Clerk, City of North Miami, FL

ATTEST:

 Town Clerk, Town of Surfside, FL

APPROVED AS TO FORM
 & LEGAL SUFFICIENCY:


 City Attorney
 City of North Miami, FL

APPROVED AS TO FORM
 & LEGAL SUFFICIENCY:

 Town Attorney
 Town of Surfside, FL

**JOINT DECLARATION OF THE CHIEF OF
THE TOWN OF SURFSIDE POLICE DEPARTMENT AND THE
CITY OF NORTH MIAMI POLICE DEPARTMENT
PURSUANT TO MUTUAL AID AGREEMENT**

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

Participating in law enforcement activities that are preplanned and approved by each respective agency head; or

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

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

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

12. Security and escort duties for dignitaries.
13. Emergency situations in which one agency cannot perform its functional objective.
14. Incidents requiring utilization of specialized units; e.g., recovery, aircraft, canine, motorcycle, bomb, crime scene, marine patrol and police information.
15. Joint training in areas of mutual need.
16. Participating in exigent situations, without the need for a formal request, which situations are spontaneous occurrences such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners; traffic stops near municipal boundaries, request for assistance when no available local units are nearby, calls or transmissions indicating an officer is injured, calls indicating a crime or incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call;
17. Mutual enforcement of all existing applicable laws and ordinances and exercise of arrest powers within the area comprising the jurisdictional waters within the respective municipal boundaries.

ATTEST:

TOWN OF SURFSIDE
POLICE DEPARTMENT

Village Clerk

Chief

Date: _____

ATTEST:

CITY OF NORTH MIAMI POLICE
DEPARTMENT



City Clerk, Michael A. Henne



Chief

Date: 4/25/17

RESOLUTION NO. 2017-R-28

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA APPROVING THE EXECUTION OF A MUTUAL AID AGREEMENT AND JOINT DECLARATION BETWEEN THE CITY OF NORTH MIAMI AND TOWN OF SURFSIDE TO PROVIDE ADEQUATE LEVELS OF POLICE SERVICES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the entering of a mutual aid agreement between municipalities is authorized by Chapter 23, Florida Statutes, Florida Mutual Aid Act; and

WHEREAS, the City of North Miami and the Town of Surfside are desirous of entering into a Mutual Aid Agreement and Joint Declaration with each other to provide adequate levels of police service to ensure the public safety of their residents; and

WHEREAS, the Mayor and City Council believe that the Mutual Aid Agreement with the Town of Surfside and the accompanying Joint Declaration will benefit the residents of the City of North Miami and should be entered into with the Town of Surfside.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AS FOLLOWS:

Section 1. Approval of Agreement and Joint Declaration. The City Council hereby approves the Mutual Aid Agreement and Joint Declaration between the City of North Miami and the Town of Surfside attached as “Exhibit 1.”

Section 2. Authority of City Manager and Police Chief. The City Manager and the Chief of Police are authorized to execute the Mutual Aid Agreement and Joint Declaration, respectively, attached as “Exhibit 1” with the Town of Surfside.

Section 3. Effective Date. This Resolution will be effective upon adoption.

PASSED AND ADOPTED by a 5 - 0 vote of the Mayor and City Council of the City of North Miami, Florida, this 14th day of March, 2017.

DR. SMITH JOSEPH
MAYOR

ATTEST:



MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



JEFF P. H. CAZEAU, ESQ.
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Galvin

Seconded by: Desulme

Vote:

Mayor Smith Joseph, D.O., Pharm. D.
Vice Mayor Scott Galvin
Councilwoman Carol Keys, Esq.
Councilman Philippe Bien-Aime
Councilman Alix Desulme

X (Yes) _____ (No)
X (Yes) _____ (No)
X (Yes) _____ (No)
X (Yes) _____ (No)
X (Yes) _____ (No)

MUTUAL AID AGREEMENT

BETWEEN THE CITY OF NORTH MIAMI POLICE DEPARTMENT AND THE TOWN OF SURFSIDE POLICE DEPARTMENT

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

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

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

WHEREAS, the two participating municipalities, **City of North Miami** and the **Town of Surfside**, have the authority to enter into a mutual aid agreement with one another pursuant to Chapter 23, Florida Statutes, Florida Mutual Aid Act.

NOW, THEREFORE, BE IT KNOWN, that the **City of North Miami** and the **Town of Surfside**, subdivisions of the State of Florida, and the undersigned representatives, in consideration of mutual promises to render valuable aid in times of necessity, agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. **Short title:** Mutual Aid Agreement.

2. **Description:** Because this Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations, this Mutual Aid Agreement (“Agreement”) combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as described in Chapter 23, Florida Statutes.

3. **Definitions:**
 - a. **Joint Declaration:** A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the Joint Declaration shall be filed with the clerks of the respective, participating municipalities/political subdivisions to this agreement and shall become incorporated into this Agreement. The declaration may be amended or supplemented at any time by these concerned agency heads by filing subsequent declarations with the clerks of the respective, participating municipalities/political subdivisions.
 - b. **Agency or participating law enforcement agency:** The City of North Miami Police Department and the Town of Surfside Police Department.
 - c. **Department Head:** The Chief of the City of North Miami Police Department, or the Chief’s designees, and the Chief of the Town of Surfside Police Department, or the Chief’s designees.
 - d. **Certified law enforcement employee:** Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

4. **Operations:**
 - a. In the event that a party to this Agreement is in need of assistance, as specified in the applicable Joint Declaration which shall become part of this Agreement, an authorized representative of the City requiring assistance shall notify the agency from whom such assistance is requested. The authorized agency representative

whose assistance is sought shall evaluate the situation and available resources, and will respond in a manner deemed appropriate.

- b. Each party to this Agreement agrees to furnish necessary personnel, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete unreasonably its own personnel, equipment, facilities, and other resources and services in rendering such assistance.
- c. The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

5. Powers, Privileges, Immunities, and Costs:

- a. All employees of the participating municipal police department, including certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that the employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall, pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are regularly employed.
- b. The political subdivision having financial responsibility for the law enforcement agency providing services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of any action.
- c. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement, during the time of the rendering of the aid, and shall defray the actual travel and maintenance expenses of the employees while they are rendering aid. Compensation shall include any

amounts for compensation due to personal injury or death while such employees are engaged in rendering aid. Compensation shall also include all benefits normally due the employees.

- d. All exemptions from ordinance and rules, and all pension, insurance, relief, disability, workers compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extra territorially under the provisions of this Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.

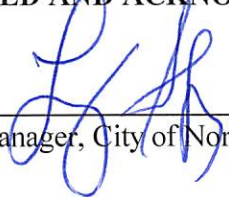
6. **Indemnification, Hold Harmless:** The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action, or claim for damages resulting from any and all acts or conduct of employees of the providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.

7. **Forfeitures:** It is recognized that during the course of the operation of this agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.

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

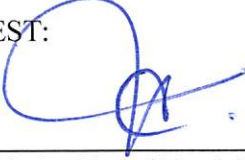
9. **Effective Date and Duration:** This Agreement shall be in effect from date of signing, through and including **December 31, 2021**. Under no circumstances may this Agreement be renewed, amended, or extended other than in writing.
10. **Cancellation:** This Agreement may be cancelled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the Agency heads of the parties.

AGREED AND ACKNOWLEDGED this 13TH day of April, 20 17.



City Manager, City of North Miami, FL


Town Manager, Town of Surfside, FL

ATTEST:


City Clerk, City of North Miami, FL

ATTEST:

Town Clerk, Town of Surfside, FL

APPROVED AS TO FORM
& LEGAL SUFFICIENCY:


City Attorney
City of North Miami, FL

APPROVED AS TO FORM
& LEGAL SUFFICIENCY:

Town Attorney
Town of Surfside, FL

**JOINT DECLARATION OF THE CHIEF OF
THE TOWN OF SURFSIDE POLICE DEPARTMENT AND THE
CITY OF NORTH MIAMI POLICE DEPARTMENT
PURSUANT TO MUTUAL AID AGREEMENT**

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

Participating in law enforcement activities that are preplanned and approved by each respective agency head; or

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

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

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

12. Security and escort duties for dignitaries.
13. Emergency situations in which one agency cannot perform its functional objective.
14. Incidents requiring utilization of specialized units; e.g., recovery, aircraft, canine, motorcycle, bomb, crime scene, marine patrol and police information.
15. Joint training in areas of mutual need.
16. Participating in exigent situations, without the need for a formal request, which situations are spontaneous occurrences such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners; traffic stops near municipal boundaries, request for assistance when no available local units are nearby, calls or transmissions indicating an officer is injured, calls indicating a crime or incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call;
17. Mutual enforcement of all existing applicable laws and ordinances and exercise of arrest powers within the area comprising the jurisdictional waters within the respective municipal boundaries.

ATTEST:

TOWN OF SURFSIDE
POLICE DEPARTMENT

Village Clerk

Chief

Date: _____

ATTEST:

CITY OF NORTH MIAMI POLICE
DEPARTMENT



City Clerk, Michael Etienne



Chief

Date: 4/27/17

RESOLUTION NO. 2017-R-28

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL
OF THE CITY OF NORTH MIAMI, FLORIDA
APPROVING THE EXECUTION OF A MUTUAL AID
AGREEMENT AND JOINT DECLARATION BETWEEN
THE CITY OF NORTH MIAMI AND TOWN OF SURFSIDE
TO PROVIDE ADEQUATE LEVELS OF POLICE
SERVICES; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the entering of a mutual aid agreement between municipalities is authorized by Chapter 23, Florida Statutes, Florida Mutual Aid Act; and

WHEREAS, the City of North Miami and the Town of Surfside are desirous of entering into a Mutual Aid Agreement and Joint Declaration with each other to provide adequate levels of police service to ensure the public safety of their residents; and

WHEREAS, the Mayor and City Council believe that the Mutual Aid Agreement with the Town of Surfside and the accompanying Joint Declaration will benefit the residents of the City of North Miami and should be entered into with the Town of Surfside.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AS FOLLOWS:

Section 1. Approval of Agreement and Joint Declaration. The City Council hereby approves the Mutual Aid Agreement and Joint Declaration between the City of North Miami and the Town of Surfside attached as “Exhibit 1.”

Section 2. Authority of City Manager and Police Chief. The City Manager and the Chief of Police are authorized to execute the Mutual Aid Agreement and Joint Declaration, respectively, attached as “Exhibit 1” with the Town of Surfside.

Section 3. Effective Date. This Resolution will be effective upon adoption.

PASSED AND ADOPTED by a 5 - 0 vote of the Mayor and City Council of the City of North Miami, Florida, this 14th day of March, 2017.

DR. SMITH JOSEPH
MAYOR

ATTEST:



MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



JEFF P. H. CAZEAU, ESQ.
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Galvin

Seconded by: Desulme

Vote:

Mayor Smith Joseph, D.O., Pharm. D.
Vice Mayor Scott Galvin
Councilwoman Carol Keys, Esq.
Councilman Philippe Bien-Aime
Councilman Alix Desulme

X (Yes) _____ (No)
X (Yes) _____ (No)
X (Yes) _____ (No)
X (Yes) _____ (No)
X (Yes) _____ (No)

RESOLUTION NO. 17 - _____

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

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

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

WHEREAS, it is in the best interest and advantage of the City of North Miami and the Town of Surfside to receive and extend mutual aid in the form of law enforcement services and resources in order to protect the public safety and to preserve the lives and property of the residents of both municipalities; and

WHEREAS, the Town Commission considers it is in the best interest of the Town to enter into a Mutual Aid Agreement with the City of North Miami, Florida (Attachment "A").

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

Section 1. Recitals Adopted. That each of the above stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Authorization and Approval. The Town Commission authorizes and approves the Town Manager and Chief of Police to execute and implement the Mutual Aid

Agreement between the City of North Miami, Florida and the Town of Surfside, Florida (Attachment "A").

Section 3. Implementation. The Town Manager is 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 June 2017.

Motion by _____,

Second by _____.

FINAL VOTE ON ADOPTION

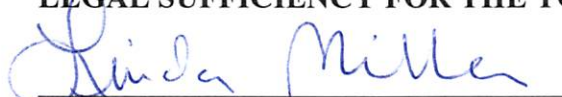
| | |
|---------------------------------|-------|
| Commissioner Daniel Gielchinsky | _____ |
| Commissioner Michael Karukin | _____ |
| Commissioner Tina Paul | _____ |
| Vice Mayor Barry Cohen | _____ |
| Mayor Daniel Dietch | _____ |

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

MUTUAL AID AGREEMENT

**BETWEEN THE CITY OF NORTH MIAMI POLICE DEPARTMENT
AND THE TOWN OF SURFSIDE POLICE DEPARTMENT**

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

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

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

WHEREAS, the two participating municipalities, **City of North Miami** and the **Town of Surfside**, have the authority to enter into a mutual aid agreement with one another pursuant to Chapter 23, Florida Statutes, Florida Mutual Aid Act.

NOW, THEREFORE, BE IT KNOWN, that the **City of North Miami** and the **Town of Surfside**, subdivisions of the State of Florida, and the undersigned representatives, in consideration of mutual promises to render valuable aid in times of necessity, agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. **Short title:** Mutual Aid Agreement.

2. **Description:** Because this Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations, this Mutual Aid Agreement (“Agreement”) combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as described in Chapter 23, Florida Statutes.

3. **Definitions:**

- a. **Joint Declaration:** A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the Joint Declaration shall be filed with the clerks of the respective, participating municipalities/political subdivisions to this agreement and shall become incorporated into this Agreement. The declaration may be amended or supplemented at any time by these concerned agency heads by filing subsequent declarations with the clerks of the respective, participating municipalities/political subdivisions.
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- d. **Certified law enforcement employee:** Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

4. **Operations:**

- a. In the event that a party to this Agreement is in need of assistance, as specified in the applicable Joint Declaration which shall become part of this Agreement, an authorized representative of the City requiring assistance shall notify the agency from whom such assistance is requested. The authorized agency representative

whose assistance is sought shall evaluate the situation and available resources, and will respond in a manner deemed appropriate.

- b. Each party to this Agreement agrees to furnish necessary personnel, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete unreasonably its own personnel, equipment, facilities, and other resources and services in rendering such assistance.
- c. The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

5. Powers, Privileges, Immunities, and Costs:

- a. All employees of the participating municipal police department, including certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that the employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall, pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are regularly employed.
- b. The political subdivision having financial responsibility for the law enforcement agency providing services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of any action.
- c. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement, during the time of the rendering of the aid, and shall defray the actual travel and maintenance expenses of the employees while they are rendering aid. Compensation shall include any

amounts for compensation due to personal injury or death while such employees are engaged in rendering aid. Compensation shall also include all benefits normally due the employees.

- d. All exemptions from ordinance and rules, and all pension, insurance, relief, disability, workers compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extra territorially under the provisions of this Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.

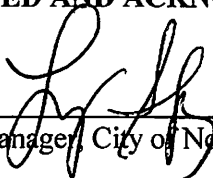
6. **Indemnification, Hold Harmless:** The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action, or claim for damages resulting from any and all acts or conduct of employees of the providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.

7. **Forfeitures:** It is recognized that during the course of the operation of this agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.

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

9. **Effective Date and Duration:** This Agreement shall be in effect from date of signing, through and including **December 31, 2021**. Under no circumstances may this Agreement be renewed, amended, or extended other than in writing.
10. **Cancellation:** This Agreement may be cancelled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the Agency heads of the parties.


AGREED AND ACKNOWLEDGED this 13TH day of April, 2017.



City Manager, City of North Miami, FL

Town Manager, Town of Surfside, FL

ATTEST:

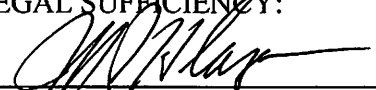


City Clerk, City of North Miami, FL

ATTEST:

Town Clerk, Town of Surfside, FL

APPROVED AS TO FORM
& LEGAL SUFFICIENCY:



City Attorney
City of North Miami, FL

APPROVED AS TO FORM
& LEGAL SUFFICIENCY:

Town Attorney
Town of Surfside, FL

**JOINT DECLARATION OF THE CHIEF OF
THE TOWN OF SURFSIDE POLICE DEPARTMENT AND THE
CITY OF NORTH MIAMI POLICE DEPARTMENT
PURSUANT TO MUTUAL AID AGREEMENT**

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

Participating in law enforcement activities that are preplanned and approved by each respective agency head; or

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

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3. Any natural disaster.
4. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills and electrical power failures.
5. Terrorist activities including, but not limited to, acts of sabotage.
6. Escapes from or disturbances within detention facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person calls.
9. Enemy attack.
10. Transportation of evidence requiring security.
11. Major events; e.g., sporting events, concerts, parades, fairs, festivals and conventions.

12. Security and escort duties for dignitaries.
13. Emergency situations in which one agency cannot perform its functional objective.
14. Incidents requiring utilization of specialized units; e.g., recovery, aircraft, canine, motorcycle, bomb, crime scene, marine patrol and police information.
15. Joint training in areas of mutual need.
16. Participating in exigent situations, without the need for a formal request, which situations are spontaneous occurrences such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners; traffic stops near municipal boundaries, request for assistance when no available local units are nearby, calls or transmissions indicating an officer is injured, calls indicating a crime or incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call;
17. Mutual enforcement of all existing applicable laws and ordinances and exercise of arrest powers within the area comprising the jurisdictional waters within the respective municipal boundaries.

ATTEST:

TOWN OF SURFSIDE
POLICE DEPARTMENT

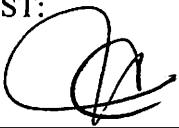
Village Clerk

Chief

Date: _____

ATTEST:

CITY OF NORTH MIAMI POLICE
DEPARTMENT



City Clerk, Michael Ahienne



Chief

Date: 4/25/17



**Town of Surfside
Commission Communication**

Agenda Item #: 3F

Agenda Date: June 13, 2017

Subject: Nurse Enhancement Initiative

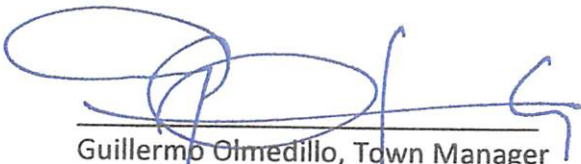
Background: The Town of Surfside has been a participant in the Nurse Enhancement Initiative by providing funding since the 2013-2014 fiscal year along with the neighboring communities of the City of Miami Beach, North Bay Village, Bal Harbour Village and the Town of Bay Harbor Islands.

The Nurse Enhancement Initiative Program, which provides healthcare services at the participating schools of Ruth K. Broad K-8, Treasure Island and North Beach Elementary, has received a high utilization rate by the students, resulting in a high return to class rate. These schools prior to the Nurse Enhancement Initiative did not have full-time, on-site health care services.

Budget Impact: The Town of Surfside contribution of \$1,583.38 will be budgeted for 2017-2018 fiscal year. This is a reduction of \$2,083.62 from the total amount of \$3,667.00 approved by the Town Commission for the current 2016-2017 fiscal year.

Staff Impact: None.

Recommendation: To adopt the attached Resolution and to authorize the Mayor to execute the Memorandum of Understanding for continued participation in the Nurse Enhancement Initiative Program for school year 2017-2018.



Guillermo Olmedillo, Town Manager



Donald Nelson, Finance Director

RESOLUTION NO. 17 – _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MIAMI BEACH, NORTH BAY VILLAGE, THE TOWN OF BAY HARBOR ISLANDS, THE VILLAGE OF BAL HARBOUR AND THE MIAMI BEACH CHAMBER EDUCATION FOUNDATION TO IMPLEMENT THE NURSE ENHANCEMENT INITIATIVE FOR SCHOOL YEAR 2017/2018; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, due to the success of the Nurse Initiative during the 2013/2014 school years, the City of Miami Beach, North Bay Village, the Town of Bay Harbor Islands, the Town of Surfside, the Village of Bal Harbour (“participating municipalities”) and the Miami Beach Chamber Education Foundation, Inc. implemented an enhanced nurse initiative (“Nurse Enhancement Initiative”) for the 2015/2016 and the 2016/2017 school years for North Beach Elementary, Treasure Island Elementary, and Ruth K. Broad Bay Harbor K-8 Center (the “participating schools”); and

WHEREAS, the Nurse Enhancement Initiative established at the participating schools for school years 2015/2016 and 2016/2017 was a success and the participating municipalities desire to provide for another nurse enhancement initiative for the 2017/2018 school year; and

WHEREAS, the proportionate share of the cost for the Town of Surfside for the 2017/2018 school year is \$1,583.38 and will be due on October 31, 2017; and

WHEREAS, it is in the best interest of the Town of Surfside to enter into a Memorandum of Understanding between the City of Miami Beach, North Bay Village, the Town of Bay Harbor Islands, the Town of Surfside, the Village of Bal Harbour and the Miami Beach Chamber Education Foundation, Inc. (See Attachment “A”) to provide funding to continue on-site healthcare services to public school students in our area.

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

Section 1. Recitals Adopted. That each of the above stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Authorization. The Town Commission hereby authorizes the Mayor to enter into the Memorandum of Understanding between the City of Miami Beach, North Bay Village, the Town of Bay Harbor Islands, the Town of Surfside, Bal Harbour Village and the Miami Beach Chamber Education Foundation, Inc. to implement a Nurse Enhancement Initiative for school year 2017/2018 (See Attachment “A”).

Section 3. Implementation. The Town Commission authorizes and approves the Town Manager and/or his designee to take any action necessary to implement and execute this Memorandum of Understanding.

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

PASSED and ADOPTED on this _____ day of June 2017.

Motion by _____,

Second by _____.

FINAL VOTE ON ADOPTION

Commissioner Daniel Gielchinsky _____

Commissioner Michael Karukin _____

Commissioner Tina Paul _____

Vice Mayor Barry Cohen _____

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

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF MIAMI BEACH, NORTH BAY VILLAGE, THE TOWN OF BAY HARBOR
ISLANDS, THE TOWN OF SURFSIDE, BAL HARBOUR VILLAGE, AND
THE MIAMI BEACH CHAMBER EDUCATION FOUNDATION TO IMPLEMENT A
NURSE ENHANCEMENT INITIATIVE FOR SCHOOL YEAR 2017/2018**

This is a Memorandum of Understanding ("MOU") made and entered into this _____ day of _____, 2017, by and between the **City of Miami Beach ("CMB")**, **North Bay Village ("NBV")**, the **Town of Bay Harbor Islands ("TBHI")**, the **Town of Surfside ("TS")**, **Bal Harbour Village ("BHV")**, and the **Miami Beach Chamber Education Foundation, Inc. ("MBCEF")** (collectively, the "Parties"), to provide for funding and for the implementation of a Nurse Enhancement Initiative as provided herein, and as to be provided in an agreement. between **MBCEF** and **The Children's Trust ("TCT")**.

WITNESSETH

WHEREAS, the Parties have determined that a program to provide healthcare services to students attending underserved public schools is in the best interests of the health and public welfare of the City of Miami Beach, North Bay Village, the Town of Bay Harbor Islands, the Town of Surfside, and Bal Harbour Village (the "**Participating Municipalities**"); and

WHEREAS, following the Parties' determination that students at North Beach Elementary, Treasure Island Elementary, and Ruth K. Broad Bay Harbor K-8 Center (the "**Participating Schools**") did not have full-time, on-site healthcare services and were, thus, underserved as compared to other public schools in the feeder pattern that falls within the City of Miami Beach, the Parties entered into a Memorandum of Understanding on August 19, 2013 for a Nurse Initiative, and another Memorandum of Understanding on April 23, 2014, to provide healthcare services to the **Participating Schools** during the 2013/2014 and the 2014/2015 School Years; and

WHEREAS, due to the success of the Nurse Initiative during the 2013/2014 and 2014/2015 School Years, the Parties implemented an enhanced nurse initiative ("Nurse Enhancement Initiative") for the 2015/2016 and the 2016/2017 School Years for the Participating Schools because the basic healthcare services previously funded in the Nurse Initiative by the Participating Municipalities, the Miami Beach Chamber Education Foundation, Inc., and The Children's Trust, were provided by The Children's Trust via the new School Health Programs; and

WHEREAS, the Nurse Enhancement Initiative established at the Participating Schools for School Years 2015/2016 and 2016/2017 was a success and the Parties wish to provide for another nurse enhancement initiative for the 2017/2018 School Year; and

WHEREAS, a Nurse Enhancement Initiative should be established at the Participating Schools for School Year 2017/2018 as herein provided and pursuant to a separate agreement to be entered into between **MBCEF** and **TCT**.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree to provide for a Nurse Enhancement Initiative for the Participating Schools during the 2017/2018 School Year as follows:

1. **MBCEF** shall enter into an agreement with **TCT** whereby **TCT** shall provide services for behavioral health and **TCT** shall provide certain schedules and reports as follows:
 - a) A monthly report of services provided at each of the **Participating Schools** shall be provided to the **Participating Schools** and to **MBCEF**; and
 - b) A monthly and an annual report shall be provided to the **Participating Municipalities** and to **MBCEF** documenting the percent of students returning to class after all visits relative to the above services at the **Participating Schools**.
2. On or before November 10, 2017, **MBCEF** shall provide funding to **TCT** for the 2017-2018 Nurse Enhancement Initiative in the amount of \$7,000. In addition, pursuant to paragraph 7 of the 2016/2017 Nurse Enhancement Initiative Memorandum of Understanding between the Parties dated July 26, 2016, unused funds in the amount of \$3,749.92 for **NBV**, \$2,083.62 for **TBHI**, \$2,083.62 for **TS**, and \$2,083.62 for **BHV** have been held in escrow by **MBCEF** and shall be credited toward their respective proportionate funding and applied to the Nurse Enhancement Initiative for the 2017/2018 School Year. The unused funds resulted from the licensed clinical social worker's placement in the **Participating Schools** for 19 instead of 44 weeks during the 2016/2017 School Year.
3. On or before October 31, 2017, the **Participating Municipalities** shall provide their remaining proportionate share of funds for the 2017/2018 Nurse Enhancement Initiative to **MBCEF**, subject to budget approval by the **Participating Municipalities**, which funds **MBCEF** shall hold in escrow pending the execution of its agreement with **TCT** referenced in paragraph 1. The **Participating Municipalities'** proportionate remaining share of funding for the 2017/2018 School Year shall be paid by October 31, 2017 in the following amounts:
 - i) **CMB** shall provide funding in the amount of \$15,400.00;
 - ii) **NBV** shall provide funding in the amount of \$2,850.08;

- iii) **TBHI** shall provide funding in the amount of \$1,583.38;
 - iv) **TS** shall provide funding in the amount of \$1,583.38; and
 - v) **BHV** shall provide funding in the amount of \$1,583.38;
4. **MBCEF** shall serve as the fiscal agent to collect the funds to be paid as provided in paragraph 3 above and shall disperse such funds to **TCT** after entering into the agreement with **TCT** referenced in paragraph 1 and upon receipt of invoices from **TCT**.
 5. **MBCEF** shall indemnify and hold harmless the **Participating Municipalities** and their respective officers employees, agents and instrumentalities from any and all liability, losses, or damages, including attorneys' fees and costs of defense, which the **Participating Municipalities** or their officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this **MOU** by **MBCEF** or its employees, agents, servants, partners, principals, or subcontractors. **MBCEF** shall pay claims and losses in connection therewith and shall investigate and defend all claims suits or actions of any kind or nature in the name of the **Participating Municipalities**, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.
 6. In the event that one or more of the **Participating Municipalities** is not able to secure funds for their respective proportionate share of funding as provided in paragraph 3, then the remaining contributing **Participating Municipalities** may, in coordination with the **MBCEF**, adjust the services to be provided through the Nurse Enhancement Initiative.
 7. In the event that any of the provisions in this **MOU** are not performed, or if the 2017/2018 Nurse Enhancement Initiative is terminated after funds have been dispersed to **MBCEF** as provided in paragraphs 3 and 4, then **MBCEF** shall promptly reimburse each of the **Participating Municipalities** their proportionate share of unused funds. If any combination or all of the **Participating Municipalities** agree to implement a Nurse Enhancement Initiative for the 2018/2019 School Year, then **MBCEF** may, as directed by the **Participating Municipalities** that agree to implement a 2018/2019 Nurse Enhancement Initiative, hold any unused funds in escrow to be applied toward the 2018/2019 Nurse Enhancement Initiative. Any unused funds shall be credited toward each of the **Participating Municipalities'** proportionate share for the 2018/2019 Nurse Enhancement Initiative.

IN WITNESS THEREOF, the Parties hereto have caused this **MOU** to be executed by their respective and duly authorized officers as of the day and year first written above.

ATTEST:

CITY OF MIAMI BEACH, a Municipal Corporation of the State of Florida

By: _____
Rafael E. Granado, City Clerk

By: _____
Philip Levine, Mayor

ATTEST:

**NORTH BAY VILLAGE, a Municipal
Corporation of the State of Florida**

By: _____
Village Clerk

By: _____
Village Manager

Approved as to form and
Legal sufficiency

ATTEST:

TOWN OF BAY HARBOR ISLANDS, a Municipal Corporation of the State of Florida

By: _____
Town Clerk

By: _____
Mayor/Town Manager

Approved as to form and
Legal sufficiency

ATTEST:

**TOWN OF SURFSIDE, A Municipal
Corporation of the State of Florida**

By: _____
Town Clerk

By: _____
Mayor/Town Manager

Approved as to form and
Legal sufficiency

ATTEST:

BAL HARBOUR VILLAGE, a Municipal Corporation of the State of Florida

By: _____
Village Clerk

By: _____
Mayor/Village Manager

Approved as to form and
Legal sufficiency

ATTEST:

**MIAMI BEACH CHAMBER EDUCATION
FOUNDATION**

By: _____

By: _____

Approved as to form and
Legal sufficiency



Town of Surfside Commission Communication

Agenda Item #: 3G

Agenda Date: June 13, 2017

Subject: Interlocal Agreement for NPDES Co-Permittee in Permit No. FLS000003

Background: The US Environmental Protection Agency (EPA) manages the task of controlling pollutant discharges between shared Municipal Separate Storm Sewer Systems (MS4) into US Waters. In order to delegate this herculean task, the EPA then enters into agreements at the State level with the Florida Department of Environmental Protection (FDEP). The State then enters into agreements with the counties, in this case Miami-Dade County and finally the County enters into interlocal agreements with the participating municipalities within their County.

The Town previously entered into an interlocal agreement between co-permittees named in the National Pollution Discharge Elimination System (NPDES) Permit No. FLS000003 and Miami Dade County, providing for the performance of professional services between all co-permittees for the purpose of controlling pollutant discharges between shared Municipal Separate Storm Sewer Systems (MS4). The interlocal agreement being presented today is an updated version of the interlocal agreement.

This renewal of the interlocal agreement details the required monitoring/testing, planning, education, and implementation required per permit No. FLS000003. In total there are 33 co-permittees entering into the interlocal agreement. The interlocal agreement will become effective on October 1, 2017 and will expire on September 30, 2022.

The total cost for all 29 municipalities, the Florida Department of Transportation District VI, The Florida Department of Transportation Turnpike Enterprise, the Miami-Dade County Expressway Authority, and Miami Dade County is shown in Attachment "A" to be \$667,000.00. These costs shall be shared by all co-permittees and will be assigned on a percentage prorated and obtained by dividing the number of the geographical boundaries of each co-permittee by the total number of outfalls within the geographical boundaries of all co-permittees.

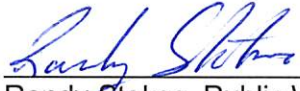
Analysis: The interlocal agreement is a cost effective way to spread the costs associated with EPA/permit compliance amongst all cooperating co-permittees. This interlocal agreement also ensures that Surfside complies with all permit requirements.

Staff Impact: No additional staff will be required due to this interlocal agreement.

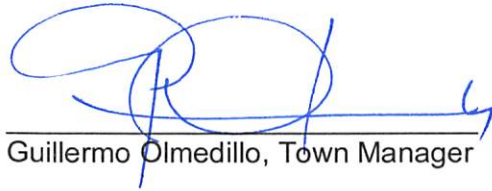
Budget Impact: The Town's share of the annual cost is \$374 and will be budgeted in the 2017-18 Annual Budget of the Stormwater fund and in the annual budgets for fiscal years 2018-19 through 2021-22.

Recommendation: Staff recommends that the Town Commission approve a resolution for the execution of the interlocal agreement for Permit No. FLS000003 with Miami-Dade County for

providing for performance and professional services by Miami-Dade County for an annual cost not to exceed \$374.00.



Randy Stokes, Public Works Director



Guillermo Olmedillo, Town Manager



Donald Nelson, Finance Director

RESOLUTION NO. 17 - _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE RENEWAL OF THE INTERLOCAL AGREEMENT BETWEEN CO-PERMITTEES NAMED IN NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT NO. FLS000003 AND MIAMI-DADE COUNTY; AND ALSO BETWEEN ALL CO-PERMITTEES; PROVIDING FOR IDENTIFICATION AND CONTROL OF POLLUTANT DISCHARGES IN SHARED MUNICIPAL SEPARATE STORM SEWER SYSTEMS; PROVIDING FOR APPROVAL AND AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the United States Environmental Protection Agency (EPA) manages the task of controlling pollutant discharges between shared Municipal Separate Storm Sewer Systems (MS4) into United States Waters by entering into agreements at the State level with the Florida Department of Environmental Protection (FDEP); and

WHEREAS, FDEP then enters into agreements with the counties, in this case Miami-Dade County and finally the County enters into Interlocal Agreements with the participating municipalities within their County to control pollutant discharges; and

WHEREAS, the Town entered into an Interlocal Agreement between co-permittees named in the National Pollution Discharge Elimination System (NPDES) Permit No. FLS000003 and Miami-Dade County, providing for the performance of professional services between all co-permittees for the purpose of controlling pollutant discharges between shared Municipal Separate Storm Sewer Systems (MS4); and

WHEREAS, renewal of the Interlocal Agreement (Attachment "A") details the required monitoring/testing, planning, education, and implementation required per permit No. FLS000003; and

WHEREAS, renewal of the Interlocal Agreement will become effective on October 1, 2017 and will expire on September 30, 2022; and

WHEREAS, the total cost as provided in the Interlocal Agreement for all 29 municipalities, the Florida Department of Transportation District VI, the Florida Department of Transportation Turnpike Enterprise, the Miami-Dade County Expressway Authority, and Miami-Dade County is \$667,000.00; and

WHEREAS, costs shall be shared by all co-permittees and will be assigned on a percentage rated obtained by dividing the number of geographical boundaries of each co-permitting by the total number of outfalls within the geographical boundaries of all co-permittees; and

WHEREAS, the Town's annual cost is \$374.00 for water monitoring activities for compliance with the Interlocal Agreement, which has been budgeted for and is included in the Public Works Department's 2017/2018 Annual Budget. The Town is not electing to participate in the optional sampling station.

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

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

Section 2. Approval and Authorization. The renewal of the Interlocal Agreement for NPDES Co-Permittee in Permit No. FLS000003 attached hereto as Attachment "A" is hereby approved and the Town Manager is authorized to do all things necessary to effectuate this Agreement.

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

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

PASSED AND ADOPTED this _____ day of June 2017.

Motion by _____,

Second by _____.

FINAL VOTE ON ADOPTION


Commissioner Daniel Gielchinsky _____
Commissioner Michael Karukin _____
Commissioner Tina Paul _____
Vice Mayor Barry Cohen _____
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

**INTERLOCAL AGREEMENT BETWEEN CO-PERMITTEES
NAMED IN NATIONAL POLLUTANT DISCHARGE
ELIMINATION SYSTEM PERMIT NO. FLS000003 AND
MIAMI-DADE COUNTY PROVIDING FOR PERFORMANCE
OF PROFESSIONAL SERVICES BY MIAMI-DADE COUNTY,
AND ALSO BETWEEN ALL CO-PERMITTEES PROVIDING
FOR IDENTIFICATION AND CONTROL OF POLLUTANT
DISCHARGES IN SHARED MUNICIPAL SEPARATE STORM
SEWER SYSTEMS**

This Interlocal Agreement ("Agreement") is made and entered into by, and between, all CO-PERMITTEES named in Florida Department of Environmental Protection Permit Number FLS000003, Authorization to Discharge under the National Pollutant Discharge Elimination System. This Agreement provides for identification and control of discharges from any and all Municipal Separate Storm Sewer Systems (MS4s) that may be shared by any of the parties to this Agreement, as required by the State of Florida Department of Environmental Protection (hereinafter referred to as DEP) pursuant to Section 403.0885, Florida Statutes, and DEP Rule 62-624, Florida Administrative Code, and the Environmental Protection Agency (hereinafter referred to as the "EPA") National Pollutant Discharge Elimination System (hereinafter referred to as "NPDES") Permit Regulations for Storm Water Discharges Final Rule (hereinafter referred to as "NPDES Final Rule"). This Agreement further provides for the professional services required to accomplish the tasks set forth in the NPDES Final Rule and the NPDES MS4 Operating Permit that may be initiated and performed by Miami-Dade County on behalf of both the CO-PERMITTEES and MIAMI-DADE COUNTY.

Section I
Definitions

For purposes of this Agreement, the following terms shall apply:

AGREEMENT shall mean this document, including any written amendments thereto, and other written documents or parts thereof which are expressly incorporated herein by reference.

CO-PERMITTEE or CO-PERMITTEES shall mean the following municipalities and agencies named in NPDES Permit No. FLS000003 as CO-PERMITTEES: City of Aventura, Bal Harbour Village, Town of Bay Harbor Islands, City of Coral Gables, Town of Cutler Bay, City of Doral, Village of El Portal, Town of Golden Beach, City of Hialeah Gardens, City of Homestead, Indian Creek Village, Village of Key Biscayne, Town of Medley, City of Miami Beach, City of Miami Gardens, Town of Miami Lakes, Village of Miami Shores, City of Miami Springs, City of North Bay Village, City of North Miami, City of North Miami Beach, City of Opa-locka, Village of Palmetto Bay, Village of Pinecrest, City of South Miami, City of Sunny Isles Beach, Town of Surfside, Village of Virginia Gardens, City of West Miami, Florida Department of Transportation (FDOT) District Six, Florida Department of Transportation (FDOT) Turnpike Enterprise, Miami-Dade Expressway Authority (MDX), and Miami-Dade County.

COUNTY shall mean Miami-Dade County

FORCE MAJEURE shall mean an act of God, epidemic, lightning, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights or obligations under this Agreement.

MS4 shall mean municipal separate storm sewer system, as set forth in 40C.F.R.122.26.

In all other instances, terms used in this Agreement shall have the definitions contained in the EPA NPDES Final Rule 40 CFR Parts 122, 123 and 124.

Section II
Term of Agreement

This Agreement shall become effective, and supersede the current interlocal agreement, on October 1, 2017. This Agreement shall expire on September 30, 2022, or until a replacement interlocal agreement is executed, whichever is later.

Section III
Scope of Work

The parties hereto agree that the EPA is requiring as part of the NPDES MS4 Operating Permit the sampling, monitoring, and analysis of a variety of storm sewer systems throughout Miami-Dade County. The parties hereby agree that the historical water monitoring annual costs (Activity 1) and the Impaired Waters Rule monitoring and analyses costs (Activity 2) attributable to this operating permit shall be shared by all CO-PERMITTEES, and the costs shall be based on a percentage rate obtained by dividing the number of outfalls which drain to United States bodies of water existing in the geographical boundaries of each CO-PERMITTEE by the total number of outfalls existing within the geographic boundaries of all CO-PERMITTEES.

The parties further agree that the optional sampling station costs (Activity 3) attributable to this operating permit shall be borne one hundred percent (100%) by those CO-PERMITTEES who elect to participate in this Activity. These costs are included in Attachment "A" of this Agreement.

Furthermore, 40 CFR 122.26(d)(2)(i)(D) requires control of pollutants through interlocal agreements, making each NPDES CO-PERMITTEE responsible for discharges from their MS4 to the MS4 of another NPDES CO-PERMITTEE or to the waters of the United States. This Agreement sets forth the agreement of the CO-PERMITTEES and the COUNTY and between all of the CO-PERMITTEES with respect to shared responsibilities in the identification and control of discharges from one MS4 to another.

Section IV
COUNTY's Obligations

1. **Compliance with NPDES MS4 Operating Permit** The COUNTY shall perform monitoring and sampling activities as required in Miami-Dade County's NPDES MS4 Operating Permit.
2. **Permits** The COUNTY shall obtain all applicable federal, state and local permits and approvals (with the exception of permits and approvals required by CO-PERMITTEES, if any, which shall be obtained by the respective CO-PERMITTEE), which are required to perform activities under the NPDES MS4 Operating Permit.
3. **Report** The COUNTY shall provide the CO-PERMITTEES with a report, on an annual basis, with the results of the monitoring and sampling activities required under the NPDES Operating Permit.

4. **Notice of COUNTY Meeting** The COUNTY shall provide the CO-PERMITTEES with oral or written notice of all regular meetings held by COUNTY staff for the purpose of reviewing the compliance status with the NPDES MS4 Operating Permit.

Section V **CO-PERMITTEES' Obligations**

1. **Prevention of Theft of COUNTY Equipment** The CO-PERMITTEES shall take reasonable steps to prevent theft or vandalism of COUNTY equipment located within the CO-PERMITTEE'S geographic boundary. The CO-PERMITTEES agree that such equipment may be placed within each CO-PERMITTEE'S geographic boundary for extended periods of time, as necessary to complete the sampling and monitoring tasks contemplated by this Agreement and the NPDES MS4 Operating Permit.
2. **Compensation** Each CO-PERMITTEE will reimburse the COUNTY for costs of activities performed over the preceding fiscal year in accordance with Attachment "A", and as specified in the Execution in Counterparts form for that fiscal year. The COUNTY will bill each CO-PERMITTEE annually, within six (6) months after the end of the fiscal year, for actual amounts expended during the prior fiscal year. Payment by the CO-PERMITTEE is to be made not later than forty-five (45) days after the bill presentation. Failure to pay the agreed-upon costs to the COUNTY in accordance with this Agreement shall be deemed default by the CO-PERMITTEE that fails to pay pursuant to this Agreement. The expenditures for the final fiscal year that this Agreement is valid will be invoiced by the COUNTY and paid by the CO-PERMITTEES during the following fiscal year.
3. **Access** The CO-PERMITTEES shall provide the COUNTY with reasonable access at all times as necessary to perform the sampling and monitoring required by this Agreement of any storm sewer systems which may be located within the CO-PERMITTEE'S geographic boundary.

Section VI **Indemnification**

Each CO-PERMITTEE shall indemnify and hold harmless the COUNTY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the COUNTY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CO-PERMITTEE or its employees, agents, servants, partners, principals or subcontractors. Each CO-PERMITTEE shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgements and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent of and within the limitations of Section 768.28 Fla Stat., and subject to the provisions of that Statute whereby the CO-PERMITTEE shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgement or portions thereof, which, when totaled with all other claims or judgement paid by the CO-PERMITTEE arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the CO-

PERMITTEE. Provided further that any **CO-PERMITTEE's** liability hereunder shall be based on that **CO-PERMITTEE's** performance of this Agreement only, and no **CO-PERMITTEE** shall be liable for indemnification based on another **CO-PERMITTEE's** performance of this Agreement.

Nothing herein shall constitute a waiver of Section 768.28 of the Florida Statutes or shall be construed as impacting or modifying the protections set forth therein.

Section VII
County Event of Default

Without limitation, the failure by the **COUNTY** to substantially fulfill any of its material obligations in accordance with this Agreement, unless justified by Force Majeure, shall constitute a "**COUNTY** event of Default".

If a **COUNTY** event of default should occur, the **CO-PERMITTEE** shall have all of the following rights and remedies which it may exercise singly or in combination:

1. The right to declare that this Agreement together with all rights granted to **COUNTY** hereunder are terminated, effective upon such date as is designated by the **CO-PERMITTEE**;
2. Any and all rights provided under federal laws and the laws of the State of Florida.

Section VIII
Co-Permittee Event of Default

Without limitation, the failure by the **CO-PERMITTEE** to substantially fulfill any of its material obligations in accordance with this Agreement, unless justified by Force Majeure, shall constitute a "**CO-PERMITTEE** Event of Default".

If a **CO-PERMITTEE** Event of Default should occur, the **COUNTY** shall have all of the following rights and remedies which it may exercise singularly or in combination:

1. The right to declare that this Agreement together with all rights granted to **CO-PERMITTEE** hereunder are terminated, effective upon such date as is designated by the **COUNTY**;
2. Any and all rights provided under federal laws and the laws of the State of Florida.

Section IX
General Provisions

1. **Authorization to Represent the CO-PERMITTEE in NPDES MS4 Operating Permit** Each CO-PERMITTEE hereby authorizes the COUNTY to act on its behalf only with respect to: the activities under this Agreement; and compliance with requirements of those monitoring, sampling, BMP, and BMAP portions under the NPDES MS4 Operating Permit.
2. **Attendance at COUNTY Permit Review Meetings.** The CO-PERMITTEES may, but are not required to, attend any or all regular meetings held by COUNTY staff for the purpose of reviewing the status of the NPDES MS4 Operating Permit.
3. **Responsibility for Discharges** The CO-PERMITTEES shall each be responsible for the control, investigation of and remedial activities relating to discharges of pollutants from within their respective MS4 or boundaries to the municipal separate storm sewer system of another NPDES MS4 CO-PERMITTEE, pursuant to the requirements of 40CFR 122.26(d)(2)(i)(D).
4. **Identification of Discharges** Both the CO-PERMITTEE whose stormwater system generates a pollutant discharge that impacts another CO-PERMITTEE'S system and the impacted CO-PERMITTEE agree to cooperate by providing the staff and equipment necessary to identify the source of pollutant discharges emanating from the separate storm sewer system of one CO-PERMITTEE to the separate storm sewer system of another CO-PERMITTEE.
5. **Notification** When pollutant discharges to a shared separate storm sewer system are discovered, the CO-PERMITTEES, or COUNTY, or any of the foregoing, as applicable, which are the source of the discharge(s) agree to report said discharges to the other affected parties sharing the particular MS4. The COUNTY shall assist, as needed, in any investigation and identification of a source of the discharge. If the COUNTY discovers a discharge in the separate storm sewer system of a CO-PERMITTEE or the COUNTY, the COUNTY will investigate the source of the discharge and report its findings to the affected NPDES CO-PERMITTEES. When an investigation specifically identifies a NPDES CO-PERMITTEE as the source of a pollutant discharge, then that CO-PERMITTEE shall be responsible for ceasing the discharge and remediating the effects of the discharge by restoring the affected MS4 in accordance with applicable standards.
6. **Dispute Resolution** When the parties sharing a MS4 cannot agree on the source of a discharge to their shared MS4, the State of Florida Department of Environmental Protection, Bureau of Watershed Management, shall be the final arbiter in determining jurisdiction and responsibility for cessation of discharge, remediation, and final resolution.
7. **Termination** Each party may terminate that particular party's participation in this Agreement without cause by providing sixty (60) days prior written notice of termination to the other parties to this Agreement. CO-PERMITTEES shall be entitled to reimbursement of monies paid to the COUNTY only in the event of termination without cause by the COUNTY, and the CO-PERMITTEE shall then be entitled to such reimbursement only to the extent that services providing information useful to the

NPDES MS4 Permit have not been rendered by the COUNTY. Upon termination by any party, the NPDES MS4 Operating Permit status of that party shall be the sole responsibility of that party.

In the event of termination by a CO-PERMITTEE, that CO-PERMITTEE shall owe the COUNTY for all services rendered or performed by the COUNTY, including those which had not yet been invoiced or billed to the CO-PERMITTEE. Upon receiving invoice from the COUNTY for such services, the CO-PERMITTEE shall promptly pay the COUNTY in full, no later than thirty (30) days from receipt of invoice.

8. **Entire Agreement; Prior Agreements Superseded; Amendment to Agreement** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by the parties hereto or their representatives.
9. **Headings** Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.
10. **Notices and Approval** Notices and approvals required or contemplated by this Agreement shall be written and personally served or mailed, registered or certified United States mail, with return receipt requested, addressed to the parties listed in Section I of this Agreement.
11. **Performance by Parties** Except as otherwise provided in this Agreement, in the event of any dispute arising over the provisions of this Agreement, the parties shall proceed with the timely performance of their obligations during the pendency of any legal or other similar proceedings to resolve such dispute.
12. **Rights of Others** Nothing in the Agreement express or implied is intended to confer upon any person other than the parties hereto any rights or remedies under or by reason of this Agreement.
13. **Time is of Essence** It is mutually agreed that time is of the essence in the performance of all terms and conditions to be met and performed pursuant to this Agreement.
14. **Governing Law** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the United States. The COUNTY and the CO-PERMITTEE agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.
15. **Severability** The invalidity of one or more of the phrases, sentences, clauses, or Sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement, provided the material purposes of this Agreement can be determined and effectuated.

16. **Waiver** There shall be no waiver of any right related to this Agreement unless in writing signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time, or of any other right under this Agreement.
17. **Number of Outfalls** If requested, the COUNTY will review and adjust on an annual basis the number of outfalls of each CO-PERMITTEE during the month of March for each fiscal year the Agreement is in effect. Adjustments made, if any, will be in effect for the upcoming fiscal year, to recalculate each CO-PERMITTEE'S share of the total annual costs. CO-PERMITTEES may submit relevant outfall information to be included in the review during a two month period, from January 1st to February 28th of the year immediately preceding the start of the fiscal year of the intended changes. In the event of a change, an updated Attachment "A" shall be provided to CO-PERMITTEES annually by March 31st for budgetary purposes.
18. **Maximum Annual Costs** Each CO-PERMITTEE'S maximum (not to exceed) financial commitment under this Agreement is shown in Attachment "A". It should be noted that the CO-PERMITTEE'S cost share may change (+/-) based on any changes made to the Number of Outfalls during the annual reviews. Such changes shall be reflected in an updated Attachment "A". Actual annual expenditures invoiced by the COUNTY for water quality monitoring and related activities, IWR, and Optional Sampling Station activities performed, will not exceed the CO-PERMITTEE'S total annual cost shown in Attachment "A" for that fiscal year.

Execution in Counterparts

This Agreement shall be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The FDOT District Six and FDOT Turnpike Enterprise are both co-permittees but will execute separate agreements with Miami-Dade County, which are similar in scope and intent to this Agreement, due to requirements of the respective FDOT entities.

IN WITNESS WHEREOF, _____ "*enter municipality's name*" _____,
FLORIDA,

by its Commission / Council attest, that this Agreement be executed in its name by the Manager / Mayor or his designee, attested by the Clerk or Legal Representative.

Co-Permittee selection of Activities detailed in Attachment "A":

Activity 1 and 2 (Water Monitoring and Impaired Waters Rule)

- Yes, we wish to participate
- No, but we reserve the right to request participation in subsequent fiscal years

Activity 3 (Additional Sampling Station)

- Yes, we wish to participate
- No, but we reserve the right to request participation in subsequent fiscal years

The Co-Permittee selections shown above remain in effect for the duration of the Agreement unless otherwise modified by the Co-Permittee. Each Co-Permittee may elect to modify their selections shown above every fiscal year the Agreement remains in place. These modifications must be formally requested between January 1 and February 28 in order to become effective for the following fiscal year and for the duration of the Agreement unless further modifications are made by executing a new "Execution in Counterparts" form.

Name of Manager / Mayor (print)

Signature

Date

Name of Clerk / Legal Representative (print)

Signature

Date

Execution in Counterparts

This Agreement shall be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County Mayor or his designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached.

MIAMI-DADE COUNTY
Stephen P. Clark Center
111 N.W. 1 Street
Miami, FL 33128

Mayor or Mayor's Designee

Date

..... HARVEY RUVIN, CLERK
..... Attest:

Deputy Clerk

Date

ATTACHMENT "A" - NPDES Interlocal Agreement Water Monitoring Costs

Fiscal Year 2017/18 to 2021/22

| Municipality/Agency | Number of Outfalls | Percent of Total Outfalls | Activity 1 | | Activity 2 | | Activity 1+2 | | Activity 3 | | Co-Permittee's Total Annual Cost (not to exceed) |
|--|--------------------|---------------------------|------------------------------------|-----------------------------|--|---------------------------|------------------|--|------------|------------------|--|
| | | | Historical Monitoring and Analyses | IWR Monitoring and Analyses | Water Monitoring Annual Cost (not-to-exceed) | Optional Sampling Station | | | | | |
| 1 Aventura, City of | 168 | 2.1 | \$10,287 | \$2,290 | \$12,577 | \$6,000 | \$18,577 | | | \$18,577 | |
| 2 Bal Harbour Village | 10 | 0.1 | \$612 | \$136 | \$749 | | \$749 | | | \$749 | |
| 3 Bay Harbor Islands, Town of | 54 | 0.7 | \$3,307 | \$736 | \$4,043 | \$6,000 | \$10,043 | | | \$10,043 | |
| 4 Coral Gables, City of | 109 | 1.4 | \$6,675 | \$1,486 | \$8,160 | | \$8,160 | | | \$8,160 | |
| 5 Cutler Bay, Town of | 157 | 2.0 | \$9,614 | \$2,140 | \$11,754 | \$6,000 | \$17,754 | | | \$17,754 | |
| 6 Doral, City of | 352 | 4.4 | \$21,555 | \$4,797 | \$26,352 | \$6,000 | \$32,352 | | | \$32,352 | |
| 7 El Portal, Village of | 6 | 0.1 | \$367 | \$82 | \$449 | | \$449 | | | \$449 | |
| 8 Golden Beach, Town of | 8 | 0.1 | \$490 | \$109 | \$599 | \$6,000 | \$6,599 | | | \$6,599 | |
| 9 Hialeah Gardens, City of | 7 | 0.1 | \$429 | \$95 | \$524 | \$6,000 | \$6,524 | | | \$6,524 | |
| 10 Homestead, City of | 168 | 2.1 | \$10,287 | \$2,290 | \$12,577 | | \$12,577 | | | \$12,577 | |
| 11 Indian Creek Village | 16 | 0.2 | \$980 | \$218 | \$1,198 | \$6,000 | \$7,198 | | | \$7,198 | |
| 12 Key Biscayne, Village of | 33 | 0.4 | \$2,021 | \$450 | \$2,470 | \$6,000 | \$8,470 | | | \$8,470 | |
| 13 Medley, Town of | 44 | 0.5 | \$2,694 | \$600 | \$3,294 | \$6,000 | \$9,294 | | | \$9,294 | |
| 14 Miami Beach, City of | 306 | 3.8 | \$18,738 | \$4,170 | \$22,908 | \$6,000 | \$28,908 | | | \$28,908 | |
| 15 Miami Gardens, City of | 298 | 3.7 | \$18,248 | \$4,061 | \$22,309 | \$6,000 | \$28,309 | | | \$28,309 | |
| 16 Miami Lakes, Town of | 221 | 2.8 | \$13,533 | \$3,012 | \$16,545 | | \$16,545 | | | \$16,545 | |
| 17 Miami Shores, Village of | 32 | 0.4 | \$1,960 | \$436 | \$2,396 | | \$2,396 | | | \$2,396 | |
| 18 Miami Springs, City of | 23 | 0.3 | \$1,408 | \$313 | \$1,722 | \$6,000 | \$7,722 | | | \$7,722 | |
| 19 North Bay Village, City of | 65 | 0.8 | \$3,980 | \$886 | \$4,866 | \$6,000 | \$10,866 | | | \$10,866 | |
| 20 North Miami Beach, City of | 204 | 2.5 | \$12,492 | \$2,780 | \$15,272 | | \$15,272 | | | \$15,272 | |
| 21 North Miami, City of | 115 | 1.4 | \$7,042 | \$1,567 | \$8,609 | | \$8,609 | | | \$8,609 | |
| 22 Opa-locka, City of | 18 | 0.2 | \$1,102 | \$245 | \$1,348 | \$6,000 | \$7,348 | | | \$7,348 | |
| 23 Palmetto Bay, Village of | 98 | 1.2 | \$6,001 | \$1,336 | \$7,337 | | \$7,337 | | | \$7,337 | |
| 24 Pinecrest, Village of | 58 | 0.7 | \$3,552 | \$790 | \$4,342 | | \$4,342 | | | \$4,342 | |
| 25 South Miami, City of | 31 | 0.4 | \$1,898 | \$422 | \$2,321 | \$6,000 | \$8,321 | | | \$8,321 | |
| 26 Sunny Isles Beach, City of | 66 | 0.8 | \$4,041 | \$900 | \$4,941 | | \$4,941 | | | \$4,941 | |
| 27 Surside, Town of | 5 | 0.1 | \$306 | \$68 | \$374 | \$6,000 | \$6,374 | | | \$6,374 | |
| 28 ¹ Virginia Gardens, Village of | 1 | 0.0 | \$61 | \$14 | \$75 | \$6,000 | \$6,075 | | | \$6,075 | |
| 29 ¹ West Miami, City of | 1 | 0.0 | \$61 | \$14 | \$75 | \$6,000 | \$6,075 | | | \$6,075 | |
| 30 FDOT District VI | 1,469 | 18.4 | \$89,954 | \$0 | \$89,954 | | \$89,954 | | | \$89,954 | |
| 31 FDOT Turnpike Enterprise | 574 | 7.2 | \$35,149 | \$0 | \$35,149 | | \$35,149 | | | \$35,149 | |
| 32 MDX | 456 | 5.7 | \$27,923 | \$0 | \$27,923 | | \$27,923 | | | \$27,923 | |
| 33 Unin. Miami-Dade County | 2,829 | 35.4 | \$173,233 | \$38,556 | \$211,789 | | \$211,789 | | | \$211,789 | |
| ANNUAL TOTALS (Not to Exceed) | 8,002 | 100.0 | \$490,000 | \$75,000 | \$565,000 | \$102,000 | \$667,000 | | | \$667,000 | |
| Excluding FDOT VI, FTE, & MDX | 5,503 | | | | | | | | | | |

¹ Municipalities with no outfalls have been assigned a value of one outfall

Activity 1 - Historical sampling, monitoring, lab analyses, and annual results analyses report

Activity 2 - Fecal Impaired Waters Source Reduction Plan: 10 additional stations, lab analyses, data review, QA/QC. Excludes FDOT VI, FTE, & MDX

Activity 3 - Optional: Co-Permittees with no monitoring station



TOWN OF SURFSIDE

PROCLAMATION, CERTIFICATE, COIN AND KEY TO THE TOWN

REQUEST FORM

OFFICE OF THE TOWN CLERK

Request for: Proclamation ___ Certificate X Key ___ Coin X (check one)

June 5, 2017 RCVD

Date of Request: June 5, 2017

Name of Requestor: Daniel Dietch

Organization: Town of Surfside

Address: 9293 Harding Avenue, Surfside, FL 33154

Phone / E-Mail: 305 861-4863

Name of Individual / Organization to be honored:
Jake Rubin

Title for Proclamation or Certificate:
Town of Surfside Exemplary Student Award

Date of Recognition: June 8, 2017

Reason for Recognition (*Please attach 4 – 6 "whereas clauses" as draft text for a Proclamation*):
See Attachment A (Invitation) and Attachment B (Jake Rubin Resume)

Document is to be:

- Presented at a Commission Meeting in _____ (month / year)
- Presented at the following event June 8, 2017, See Attachment A (*Please attach event information to the request form*)
- Picked up by _____ on _____ (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: _____ | | | |

ATTACHMENT A

RKB Bay Harbor 8th grade Award

Boundy, Susan A. [sboundy@dadeschools.net]

Sent: Monday, May 01, 2017 11:46 AM

To: Daniel Dietch

Cc: Rodriguez, Maria T. [MRodriguez19@dadeschools.net]

Dear Mr. Dietch,

Town of Surfside Exemplary Student Award

Jake Rubin

Jake is a hard working student that has outstanding Scholastic and Citizenship. He is eager to help others including his teachers and is able to use his time in a wise manner that allows him time to study and still enjoy being a teenager.

Our promotion/awards ceremony is on June 8th at 8:45 at Miami Beach Sr. High.

We would love to have you or a representative from Bay Harbor at the ceremony.

Please let me know if you or a representative is attending so I can place your/their name on the program.

Thank you,

Susan Boundy

Ruth K. Broad Bay Harbor K-8 Center

Jake D. Rubin

8843 Byron Avenue, Surfside, FL 33154 | 305.984.4679 | jd.rubin@icloud.com

Education

EXPECTED PROMOTION, JUNE 4TH, 2017, RUTH K. BROAD BAY HARBOR K-S CENTER

- National Junior Honor Society 2017
- Bobcat Honor Role: 8th Grade (in progress), 7th Grade, 6th Grade, and all previous grade levels.
- University of Florida: Florida Junior Science Engineering and Humanities Symposium Presenter, 7th Grade and 8th Grade
- South Florida Science and Engineering Fair, Science Brain Bowl representing Ruth K. Broad Bay Harbor K-8
- Bobcat Pride - Student of the Month, 7th Grade, March 2016
- South Florida Science and Engineering Fair, Silver Medal, 7th Grade
- South Florida Science and Engineering Fair, Gold Medal, 6th Grade

HIGH SCHOOL COURSES COMPLETED IN MIDDLE SCHOOL, RUTH K. BROAD BAY HARBOR K-S CENTER

- Biology (Honors) – in progress
- Geometry (Honors) – in progress
- Physical Science (Honors) – final grade – A
- Algebra I (Honors) – final grade B; EOC Score 5.

Extra-Curricular Activities

RKBBHK8 CENTER

- RKBBH Middle School Cross Country Team, Varsity, 7th Grade, 8th Grade
- Secretary/Treasurer, Student Council, 6th Grade

SCHOLARSHIP

- US Space Camp Robotics Leadership Scholarship, 6th Grade

SCOUTING

- Inducted – Order of the Arrow, Boy Scout Honor Society
- Rank: Star, Boy Scout Troop 236
- Merit Badges Earned: First Aid, Emergency Preparedness, Cyber Chip, Citizenship of the World, Citizenship of the Nation, Swimming, Fire Safety, Water Sports, Scuba Diving, Snow Sports, Chess, Scholarship, Fingerprinting, Leatherworking, Rifle Shooting, Fishing
- In Progress: Animation, Citizenship of the Community, Family Life

OTHER

- PADI Open-Water Scuba Diving Certification, 2015
- Black Belt, Tai Kwon Do, 2013
- Community Service Participation, ongoing.



Town of Surfside Commission Communication

Agenda Item: 4A1
Agenda Date: June 13, 2017
From: Guillermo Olmedillo, Town Manager
Subject: Amended Beach Furniture Ordinance

Background: The Town Commission adopted Ordinance No. 16-1658 on December 13, 2016, to regulate beach furniture and its corresponding attached *Administrative Policy: Beach Furniture and Equipment*.

At the April 13, 2017 Town Commission meeting, the Town Commission directed the Town Administration to amend the beach furniture ordinance and include the following:

1. Provide permit regulations for hotel properties on the east and west side of Collins Avenue as well as to provide for permit regulations for condominium properties on the east side of Collins Avenue.
2. Prepare a Beach Furniture Permit Application.
3. Revise *Administrative Policy: Beach Furniture and Equipment*.

These amendments were presented for consideration of the Commission at the regular meeting of May 9, 2017, as a First Reading of the Ordinance. The Town Commission passed the ordinance on First Reading with a motion directing staff to make the following changes for Second Reading:

1. Further direction was issued to clarify that no preset would be allowed for condominiums, or hotels west on Collins Avenue. Note that as part of compliance with Commission direction, Section 86-31(B) was stricken from the Ordinance. As such, the following element of the Town Commission's motion could not be included in the Second Reading version of the Ordinance: "Section 86-31(B), second line, add the words "avenue for beach furniture setup and or beach storage."
2. Beach Furniture Permit Application, under "Terms and Conditions of the Approval", under "3b." to add the word "setup" between the words "on" and "storage" to read:

"A Beach Furniture Operations Plan, including specifications on setup, storage, staffing and clean-up..."

3. Administrative Policy: Beach Furniture and Equipment, under the 4th bullet, after “not to exceed 40” to add “and stored.”
4. Beach Furniture Ordinance, under Section 86-26, capitalize the words Operator, Setup, Storage, Beach Furniture Operator and Beach Furniture User for “Beach Furniture Setup.”
5. Amend Section 86-31 to include notice to Beach Furniture Permit holders for the Town Commission’s review of the Beach Furniture Ordinance. The Section now reads:

“... shall be reviewed by the Town Commission within one year of after its enactment, and the Town will notify any Beach Furniture Permit holder prior to any meeting of such review.”

Issue: This Item includes the ordinance to be considered for adoption, which has been drafted with the language presented to you at first reading and amendments adopted by motion at the May 9th. Commission meeting.

The package also contains the following:

1. The existing Beach Chair ordinance, adopted in December 2016.
2. The underlined and stricken through version that includes all changes made to the existing ordinance. The Commission will act on this version.
3. A clean version of the Second Reading version of the Ordinance, to be used only as reference in order to simplify the process.
4. The Administrative Policy, and
5. A copy of the Permit Application.

Budget Impact: FY 2016/2017 - \$10,337 – All terrain vehicle (“ATV”)
FY 2016/2017 - \$11,456 - Part-time Code Enforcement Officer

Staff Impact: Code Compliance will enforce the adopted ordinance, and will process any issued violations.

Recommendation: To adopt the amended Beach Furniture Ordinance on Second Reading.



Guillermo Olmedillo, Town Manager

Attachment “1”

Ordinance No. 16-1658

Beach Furniture

Ordinance

Adopted on

December 13, 2016

ORDINANCE NO. 16 – 1658

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING ARTICLE II “LOCAL BUSINESS TAX RECEIPT” OF CHAPTER 70 “TAXATION” AND SPECIFICALLY AMENDING “SECTION 70-41 “LOCAL BUSINESS TAX SCHEDULE” TO INCLUDE BEACH FURNITURE OPERATION; AMENDING CHAPTER 86 “WATERWAYS”; ARTICLE II, “PUBLIC BEACHES”, SPECIFICALLY AMENDING SECTION 86-26 “DEFINITIONS”; CREATING SECTION 86-30 “BEACH FURNITURE”; CREATING SECTION 86-31 “BEACH FURNITURE PERMIT”; CREATING SECTION 86-32 “INDEMNIFICATION AND INSURANCE”; CREATING SECTION 86-33 “VIOLATIONS, CIVIL FINES AND PENALTIES”; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town has the authority to promulgate laws to regulate the public beach in a reasonable manner to protect public health, safety, and welfare, which must have a rational relation and be reasonably designed to accomplish a purpose necessary for the protection of the public; and

WHEREAS, the Florida Constitution states that “The title to lands under navigable waters, within the boundaries of the state, which have not been alienated, including beaches below mean high water lines, is held by the state, by virtue of its sovereignty, in trust for all the people,” s.11, Art. X, Fla. Const; and

WHEREAS, the public trust doctrine requires that governmental regulation of sovereign beach lands be in furtherance of this trust and, therefore, be in the best interest of all the people; and

WHEREAS, pursuant to §205.042, Fla. Stat. and Section 70-26 of the Surfside Town Code, it is unlawful for any person to conduct or engage in any business, profession or occupation without first procuring a local business tax receipt and paying to the Town the local business tax; and

WHEREAS, it is in the best interest of the Town to establish an ordinance and an Administrative Policy to regulate the placement of beach furniture on the public beach by Beach Furniture Operators for public safety, access and maintenance, which will be reviewed after one year by the Town Commission; and

WHEREAS, a beach furniture permit will be revocable if the applicant does not meet the requirements as specified in the Town Code, Administrative Policy and operation plan; and

WHEREAS, the Town Commission held its first public hearing on October 13, 2016 and recommended approval of the proposed amendments to the Code of Ordinances having complied with the notice requirements by the Florida Statutes; and

WHEREAS, the Town Commission has conducted a second duly noticed public hearing on these regulations as required by law on December 13, 2016 and further finds the proposed change to the Code necessary and in the best interest of the community.

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

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

Section 2. Code Amendment. The Code of Ordinances of the Town of Surfside, Chapter 70 “Taxation” “Section 70-41 “Local Business Tax Schedule” is hereby amended as follows:

Sec. 70-41. - Local business tax schedule. There hereby are levied and imposed local business taxes for the privilege of engaging in or managing any business, profession or occupation within the town; the rates for such tax to be no greater than those as indicated herein.

* * *

B

* * *

Beach furniture operation 500.00

* * *

Section 3. Code Amendment. The Code of Ordinances of the Town of Surfside, Chapter 86 “Waterways”; Article II, Public Beaches” is hereby amending Section 86-26 “Definitions” and creating Sections 86-30 to 86-33 to read as follows:

Sec. 86-26. - Definitions.

* * *

Beach furniture includes, but is not limited to, any chair, umbrella, tent or any other object that is used on the beach.

* * *

Public beach means ~~that land area in the RT-1 Zoning District, “Tourist District,”~~ that is seaward of the erosion control line. It shall also include all easements and rights-of-way within the area that are utilized for public beach purposes.

* * *

Beach Furniture Operator is a hotel located on the east side of Collins Avenue which uses or allows another party to use such beach furniture as part of a short-term paid lodging authorized through a Certificate of Use issued by the Town.

* * *

Sec. 86-30. – Limitations on Beach Furniture.

Beach furniture shall not inhibit access to the public beach, nor obstruct reasonable access on the beach for pedestrians and emergency vehicles, nor impact native vegetation, nor affect sea turtles or other wildlife.

Sec. 86-31. - Beach Furniture Permit Requirements.

Beach Furniture Operator, as defined in this article must obtain a permit to place beach furniture on the public beach within the Town. Town Manager or designee shall establish an Administrative Policy for the placement of beach furniture on the public beach by Beach Furniture Operators for public safety, access and maintenance, as set forth by Administrative Policy. Beach Furniture Operators must procure a local business tax receipt and comply with the regulations of Section 70-41 of the Town of Surfside Code and all required licenses or permits from Miami-Dade County, the State of Florida and federal entities.

Sections 86-31 to 86-33 herein shall be reviewed by the Town Commission one year after its enactment. Nothing in Sections 86-31 to 86-33 shall require a permit from the general public to place beach chairs and/or equipment on the beach for personal use on an as needed basis.

A. Application. Any Beach Furniture Operator shall apply for a permit on a form prepared by the Town along with the applicable permit application fee. All permit applications shall include the following:

- (1) An application fee of \$500.00;**
- (2) An evacuation plan, in the event of a natural disaster such as a tropical storm or hurricane, including a storage area.**
- (3) Beach furniture operations plan, including specifications on storage, staffing and clean-up.**
- (4) Compliance with indemnification and insurance requirements pursuant to Section 86-32 of the Town of Surfside Code.**

B. Exemption. Nothing in this article shall require a permit from a member of the general public to place beach furniture on the public beach for personal use.

C. Review of permit application. A permit shall be granted upon the submittal of a completed application and the required fee, unless the Town Manager or designee determines that the granting of such a permit:

- (1) Unduly impedes governmental business or public access;
- (2) Conflicts with previously scheduled activities;
- (3) Imperils public safety; or
- (4) Violates any public policy or local, state or federal law.

D. A beach furniture permit is revocable if the applicant does not meet the requirements as specified in the Town Code, Administrative Policy and operation plan.

E. Appeals. If a permit is denied or revoked by the Town Manager or designee, the Beach Furniture Operator may, within 30 days of the decision, file a notice of appeal to the Town Commission. The appeal shall be heard as a quasi-judicial matter.

Sec. 86-32. - Indemnification and insurance.

A. The Beach Furniture Operator agrees to indemnify, defend, save and hold harmless the Town, its officers and employees from any and all claims, liability, lawsuits, damages and causes of action which may arise out of the permit or the Beach Furniture Operator's activity on the public beach.

B. The Beach Furniture Operator agrees to obtain and maintain for the entire permit period, at its own expense, the following requirements:

- (1) Commercial general liability insurance in the amount of \$1,000,000.00 per occurrence for bodily injury and property damage. The Town must be named as an additional insured on this policy, and an endorsement must be issued as part of the policy reflecting compliance with this requirement.
- (2) Workers' compensation and employers' liability as required by the state.

C. All policies must be issued by companies authorized to do business in the state and rated B+:VI or better per Best's Key Rating Guide, latest edition.

D. The Town must receive 30 days' written notice prior to any cancellation, non-renewal or material change in the coverage provided.

E. The Beach Furniture Operator must provide and have approved by the Town an original certificate of insurance as evidence that the requirements set forth in this section have been met prior to commencing operations.

F. Failure to comply with these requirements shall be deemed to be operating without a valid permit and shall cause an immediate suspension or revocation of the permit.

Sec. 86-33. - Violations, Civil fines and penalties.

Any person or entity found to be in violation of any condition of the permit issued herein shall first be issued a warning. Failure to correct the violation within one hour following the issuance of a warning shall result in the issuance of a Civil Violation Notice to the Beach Furniture Operator. The notice shall be provided pursuant to Section 15-10 of the Town Code. Failure to correct the violation may result in revocation of the permit. Failure to obtain the required permit shall subject the owner to a fine of \$500 per day.

Section 4. Severability. If any section, subsection, clause or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

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

Section 6. Inclusion in the Code of Ordinances. It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions; and the word "Ordinance" may be changed to "Section" or other appropriate word.

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

PASSED and ADOPTED on first reading this 13th day of October, 2016.

PASSED and ADOPTED on second reading this 13th day of December, 2016.

On Final Reading Moved by: Commissioner Paul.
On Final Reading Second by: Mayor Dietch

FINAL VOTE ON ADOPTION

Commissioner Daniel Gielchinsky
Commissioner Michael Karukin
Commissioner Tina Paul
Vice Mayor Barry Cohen
Mayor Daniel Dietch

yes
yes
yes
no
yes



Daniel Dietch, Mayor

ATTEST: 

Sandra Novoa, MMC, Town Clerk

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



Linda Miller, Town Attorney

Attachment “2”

2nd Reading Ordinance,

June 13, 2017

**For Town Commission
Vote**

ORDINANCE NO. 17 – _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 86 “WATERWAYS”; ARTICLE II, “PUBLIC BEACHES”, SPECIFICALLY AMENDING SECTION 86-26 “DEFINITIONS”; SPECIFICALLY AMENDING SECTION 86-31 “BEACH FURNITURE PERMIT REQUIREMENTS”; SPECIFICALLY AMENDING SECTION 86-33 “VIOLATIONS, CIVIL FINES AND PENALTIES”; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town has the authority to promulgate laws to regulate the public beach in a reasonable manner to protect public health, safety, and welfare, which must have a rational relation and be reasonably designed to accomplish a purpose necessary for the protection of the public; and

WHEREAS, the Florida Constitution states that “The title to lands under navigable waters, within the boundaries of the state, which have not been alienated, including beaches below mean high water lines, is held by the state, by virtue of its sovereignty, in trust for all the people,” s.11, Art. X, Fla. Const; and

WHEREAS, on December 13, 2016 the Town Commission adopted Ordinance No. 16-1658 to regulate beach furniture and its corresponding *Administrative Policy: Beach Furniture and Equipment* which provides for public access and safety and requirements for beach furniture; and

WHEREAS, on April 13, 2017 the Town Commission directed Town Administration to amend the beach furniture ordinance to clarify terms in the ordinance; and

WHEREAS, the Town Commission held its first public hearing on May 9, 2017 and recommended approval of the proposed amendments to the Code of Ordinances having complied with the notice requirements by the Florida Statutes; and

WHEREAS, the Town Commission has conducted a second duly noticed public hearing on these regulations as required by law on June 13, 2017 and further finds the proposed change to the Code necessary and in the best interest of the community.

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

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

Section 2. Code Amendment. Article II, “Public Beaches,” specifically Section 86-26 “Definitions,” Section 86-31 “Beach Furniture Permit Requirements” and Section 86-33 “Violations, Civil Fines and Penalties” is hereby amended as follows:

Sec. 86-26. - Definitions.

* * *

Beach Furniture Operator is ~~a hotel located on the east side of Collins Avenue which uses or allows another party to use such beach furniture as part of a short term paid lodging authorized through a Certificate of Use issued by the Town.~~ a hotel located on the east side of Collins Avenue that provides beach furniture services to its residents and guests or a hotel located on the west side of Collins Avenue so approved by the Town Commission pursuant to Section 86-31(B)(2) of the Town Code.

Beach Furniture Setup is the organized preplacement of beach furniture by a Beach Furniture Operator in anticipation of use by an individual Beach Furniture User.

Beach Furniture Storage is the overnight placement of beach furniture on the public beach.

Beach Furniture User is an individual using any item of beach furniture while on the public beach. This applies to the general public, condominium residents and hotel guests.

* * *

Sec. 86-31. - Beach Furniture Permit Requirements.

Beach Furniture Operator, as defined in this article must obtain a permit for Beach Furniture Setup and Beach Furniture Storage ~~to place beach furniture~~ on the public beach within the Town. Town Manager or designee shall establish an Administrative Policy: Beach Furniture and Equipment for the placement of beach furniture on the public beach ~~by Beach Furniture Operators for public safety, access and maintenance, as set forth by Administrative Policy.~~ A hotel Beach Furniture Operators must procure a local business tax receipt and comply with the regulations of Section 70-41 of the Town of Surfside Code and all required licenses or permits from Miami-Dade County, the State of Florida and federal entities.

Sections ~~86-26 86-31~~ to 86-33 herein shall be reviewed by the Town Commission within one year of after its enactment and the Town will notify any Beach Furniture Permit holder prior to any meeting of such review. Nothing in Sections 86-31 to 86-33 shall require a permit from the general public to place beach chairs and/or equipment on the beach for personal use on an as needed basis.

A. Application. Any Beach Furniture Operator shall apply for a Beach Furniture Permit on a form prepared by the Town ~~along with the applicable permit application fee.~~ All permit applications shall include the following:

- (1) An application fee of \$500.00;

- ~~(2) An evacuation plan, in the event of a natural disaster such as a tropical storm or hurricane, including a storage area.~~
- ~~(3) Beach furniture operations plan, including specifications on storage, staffing and clean-up.~~
- ~~(4) Compliance with indemnification and insurance requirements pursuant to Section 86-32 of the Town of Surfside Code.~~

A. Beach Furniture Permit applications for hotels on the east side of Collins Avenue shall include the following:

- (1) An application fee of \$500.00;
- (2) Beach Furniture Operations Plan, including specifications on setup, storage, staffing and clean-up, and an evacuation plan, in the event of a natural disaster such as a tropical storm or hurricane, specifying a storage area during the natural disaster.
- (3) Compliance with indemnification and insurance requirements pursuant to Section 86-32 of the Town of Surfside Code.

B. Beach Furniture Permit applications for hotels located on the west side of Collins Avenue must be approved by the Town Commission.

- (1) Beach Furniture Permit applications for hotels located on the west side of Collins Avenue shall include the following:
 - a. An application fee of \$500.00;
 - b. Beach Furniture Operations Plan, including specifications on storage, staffing and clean-up, and an evacuation plan, in the event of a natural disaster such as a tropical storm or hurricane, including a storage area;
 - c. Compliance with indemnification and insurance requirements pursuant to Section 86-32 of the Town of Surfside Code;
- (2) All applications for hotels located on the west side of Collins Avenue are subject to the Town Administrative Policy: Beach Furniture and Equipment and shall be approved by the Town Commission.
 - a. The Town Commission shall review each application for conformity with the Town Administrative Policy: Beach Furniture and Equipment and decide whether the application shall be approved, approved with conditions, or denied.
 - b. The Town Commission Public Hearing shall be advertised at least once in a local newspaper of general circulation or publicly posted in the Town Hall at least ten days prior to the Public Hearing. Written courtesy notices shall be sent by first class mail to affected property owners within a radius of 300 feet and shall contain a copy of the Beach Furniture Permit application.

A notice, 18 inches by 24 inches, shall be placed in a prominent place on the property by the applicant at the applicant's own expense denoting the following:

REQUEST FOR: _____

TOWN COMMISSION MEETING: DATE AND TIME

TOWN HALL
9293 Harding Avenue
Surfside, FL 33154

COMPLETE INFORMATION REGARDING THE BEACH FURNITURE PERMIT APPLICATION IS AVAILABLE BY CONTACTING THE TOWN HALL.

~~B. C.~~ Exemption. Nothing in this article shall require a permit from a member of the general public to place beach furniture on the public beach for personal use.

~~C. D.~~ Review of Beach Furniture Permit application. A permit shall be granted upon the submittal of a completed application and the required fee, unless the Town Manager or designee or the Town Commission for Beach Furniture Permit applications pursuant to Section 86-31(B)(2) of the Town Code, determines that the granting of such a permit:

- (1) Unduly impedes governmental business or public access;
- (2) Conflicts with previously scheduled activities;
- (3) Imperils public safety; or
- (4) Violates any public policy or local, state or federal law.

~~D. E.~~ A ~~b~~Beach ~~f~~Furniture ~~p~~Permit is revocable if the applicant does not meet the requirements as specified in the Town Code, Administrative Policy: Beach Furniture and Equipment and applicant's operation plan. A hotel Beach Furniture Operator is subject to the provisions of Article II "Local Business Tax Receipt" of Chapter 70 of the Town Code.

~~E. F.~~ Appeals. If a Beach Furniture Permit is denied or revoked by the Town Manager or designee, the Beach Furniture Operator may, within 30 days of the decision, file a notice of appeal to the Town Commission. The appeal shall be heard as a quasi-judicial matter.

Sec. 86-33. - Violations, Civil fines and penalties.

Any person or entity found to be in violation of any condition of this section ~~the permit~~ issued herein shall first be issued a warning. Failure to correct the violation within one hour following the issuance of a warning shall result in the issuance of a Civil Violation Notice ~~to the Beach Furniture Operator. The notice shall be as provided pursuant to in~~ Section 15-10 of the Town Code. ~~Failure to correct the violation may result in revocation of the permit. Failure to obtain the required permit shall subject the owner to a fine of \$500 per day.~~

Violations of this section shall be subject to the following fines.

- a. If the violation is the first violation-\$100.00

- b. If the violation is the second violation within the preceding 12 months- \$500.00
- c. Any subsequent violation after the second violation within the preceding 12 months- \$1,000.00
- d. After the third violation, a Beach Furniture Operator shall be suspended from Beach Furniture operations for a period of one year from the date of violation.

Section 4. Severability. If any section, subsection, clause or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

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

Section 6. Inclusion in the Code of Ordinances. It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions; and the word "Ordinance" may be changed to "Section" or other appropriate word.

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

PASSED and ADOPTED on first reading this ____ day of _____, 2017.

PASSED and ADOPTED on second reading this ____ day of _____, 2017.

On Final Reading Moved by: _____

On Final Reading Second by: _____

FINAL VOTE ON ADOPTION

Commissioner Daniel Gielchinsky _____
 Commissioner Michael Karukin _____
 Commissioner Tina Paul _____
 Vice Mayor Barry Cohen _____
 Mayor Daniel Dietch _____

 Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, MMC, Town Clerk

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



Linda Miller, Town Attorney

Attachment “3”

Clean Version of Beach Furniture Ordinance with 2nd Reading Amendments

Sec. 86-26. - Definitions.

* * *

Beach Furniture Operator is a hotel located on the east side of Collins Avenue that provides beach furniture services to its residents and guests or a hotel located on the west side of Collins Avenue so approved by the Town Commission pursuant to Section 86-31(B)(2) of the Town Code.

Beach Furniture Setup is the organized preplacement of beach furniture by a Beach Furniture Operator in anticipation of use by an individual Beach Furniture User.

Beach Furniture Storage is the overnight placement of beach furniture on the public beach.

Beach Furniture User is an individual using any item of beach furniture while on the public beach. This applies to the general public, condominium residents and hotel guests.

* * *

Public beach means land that is seaward of the erosion control line. It shall also include all easements and rights-of-way within the area that are utilized for public beach purposes.

* * *

Sec. 86-30. - Limitations on Beach Furniture.

Beach furniture shall not inhibit access to the public beach, nor obstruct reasonable access on the beach for pedestrians and emergency vehicles, nor impact native vegetation, nor affect sea turtles or other wildlife.

Sec. 86-31. - Beach Furniture Permit Requirements.

Beach Furniture Operator, as defined in this article must obtain a permit for Beach Furniture Setup and Beach Furniture Storage on the public beach within the Town. Town Manager or designee shall establish an Administrative Policy: Beach Furniture and Equipment for the placement of beach furniture on the public beach for public safety, access and maintenance. A hotel Beach Furniture Operator must procure a local business tax receipt and comply with the regulations of Section 70-41 of the Town of Surfside Code and all required licenses or permits from Miami-Dade County, the State of Florida and federal entities.

Sections 86-26 to 86-33 herein shall be reviewed by the Town Commission within one year of enactment, and the Town will notify any Beach Furniture Permit holder prior to any meeting of such review. Nothing in Sections 86-31 to 86-33 shall require a permit from the general public to place beach chairs and/or equipment on the beach for personal use on an as needed basis.

Application. A Beach Furniture Operator shall apply for a Beach Furniture Permit on a form prepared by the Town with the applicable permit application fee.

- A. Beach Furniture Permit applications for hotels on the east side of Collins Avenue shall include the following:
- (1) An application fee of \$500.00;
 - (2) Beach Furniture Operations Plan, including specifications on setup, storage, staffing and clean-up, and an evacuation plan, in the event of a natural disaster such as a tropical storm or hurricane, specifying a storage area during the natural disaster.
 - (3) Compliance with indemnification and insurance requirements pursuant to Section 86-32 of the Town of Surfside Code.
- B. Beach Furniture Permit applications for hotels located on the west side of Collins Avenue must be approved by the Town Commission.
- (1) Beach Furniture Permit applications for hotels located on the west side of Collins Avenue shall include the following:
 - a. An application fee of \$500.00;
 - b. Beach Furniture Operations Plan, including specifications on storage, staffing and clean-up, and an evacuation plan, in the event of a natural disaster such as a tropical storm or hurricane, including a storage area;
 - c. Compliance with indemnification and insurance requirements pursuant to Section 86-32 of the Town of Surfside Code;
 - (2) All applications for hotels located on the west side of Collins Avenue are subject to the Town Administrative Policy: Beach Furniture and Equipment and shall be approved by the Town Commission.
 - a. The Town Commission shall review each application for conformity with the Town Administrative Policy: Beach Furniture and Equipment and decide whether the application shall be approved, approved with conditions, or denied.
 - b. The Town Commission Public Hearing shall be advertised at least once in a local newspaper of general circulation or publicly posted in the Town Hall at least ten days prior to the Public Hearing. Written courtesy notices shall be sent by first class mail to affected property owners within a radius of 300 feet and shall contain a copy of the Beach Furniture Permit application.

A notice, 18 inches by 24 inches, shall be placed in a prominent place on the property by the applicant at the applicant's own expense denoting the following:

REQUEST FOR: _____

TOWN COMMISSION MEETING: DATE AND TIME

TOWN HALL
9293 Harding Avenue
Surfside, FL 33154

COMPLETE INFORMATION REGARDING THE BEACH
FURNITURE PERMIT APPLICATION IS AVAILABLE BY
CONTACTING THE TOWN HALL.

- C. Exemption. Nothing in this article shall require a permit from a member of the general public to place beach furniture on the public beach for personal use.
- D. Review of Beach Furniture Permit application. A permit shall be granted upon the submittal of a completed application and the required fee, unless the Town Manager or designee, or the Town Commission for Beach Furniture Permit applications pursuant to Section 86-31(B)(2) of the Town Code, determines that the granting of such a permit:
- (1) Unduly impedes governmental business or public access;
 - (2) Conflicts with previously scheduled activities;
 - (3) Imperils public safety; or
 - (4) Violates any public policy or local, state or federal law.
- E. A Beach Furniture Permit is revocable if the applicant does not meet the requirements as specified in the Town Code, Administrative Policy: Beach Furniture and Equipment and applicant's operation plan. A hotel Beach Furniture Operator is subject to the provisions of Article II "Local Business Tax Receipt" of Chapter 70 of the Town Code.
- F. Appeals. If a Beach Furniture Permit is denied or revoked by the Town Manager or designee, the Beach Furniture Operator may, within 30 days of the decision, file a notice of appeal to the Town Commission. The appeal shall be heard as a quasi-judicial matter.

Sec. 86-32. - Indemnification and insurance.

- A. The Beach Furniture Operator agrees to indemnify, defend, save and hold harmless the Town, its officers and employees from any and all claims, liability, lawsuits, damages and causes of action which may arise out of the permit or the Beach Furniture Operator's activity on the public beach.
- B. The Beach Furniture Operator agrees to obtain and maintain for the entire permit period, at its own expense, the following requirements:
- (1) Commercial general liability insurance in the amount of \$1,000,000.00 per occurrence for bodily injury and property damage. The Town must be named as an additional insured on this policy, and an endorsement must be issued as part of the policy reflecting compliance with this requirement.
 - (2) Workers' compensation and employers' liability as required by the state.
- C. All policies must be issued by companies authorized to do business in the state and rated B+:VI or better per Best's Key Rating Guide, latest edition.

- D. The Town must receive 30 days' written notice prior to any cancellation, non-renewal or material change in the coverage provided.
- E. The Beach Furniture Operator must provide and have approved by the Town an original certificate of insurance as evidence that the requirements set forth in this section have been met prior to commencing operations.
- F. Failure to comply with these requirements shall be deemed to be operating without a valid permit and shall cause an immediate suspension or revocation of the permit.

Sec. 86-33. - Violations, Civil fines and penalties.

Any person or entity found to be in violation of any condition of this section issued herein shall first be issued a warning. Failure to correct the violation within one hour following the issuance of a warning shall result in the issuance of a Civil Violation Notice. The notice shall be provided pursuant to Section 15-10 of the Town Code.

Violations of this section shall be subject to the following fines.

- a. If the violation is the first violation-\$100.00
- b. If the violation is the second violation within the preceding 12 months- \$500.00
- c. Any subsequent violation after the second violation within the preceding 12 months- \$1,000.00
- d. After the third violation, a Beach Furniture Operator shall be suspended from Beach Furniture operations for a period of one year from the date of violation.

Attachment “4”

Administrative Policy: Beach Furniture and Equipment & Beach Furniture Categories Table

Administrative Policy

June 13, 2017.

BEACH FURNITURE AND EQUIPMENT

It is the purpose of this Administrative Policy to further the intent of the adopted Town Ordinance regulating the use of beach furniture within the corporate limits of the Town of Surfside.

A permit issued by the Town is required before a Beach Furniture Operator, as defined in the Ordinance, may place furniture on the beach within the corporate limits of the Town. Pursuant to the Ordinance, condominiums on the east side of Collins Avenue and hotels on the west side of Collins Avenue may not preset any beach furniture on the public beach, and placement of their beach furniture on the public beach shall be done on a demand-only basis.

The following are the guidelines for placement of furniture on the beach:

1. Beach furniture may not be placed directly behind of or in front of a lifeguard tower or within 10 feet of the entire perimeter of the lifeguard tower, or obstruct a lifeguard's or emergency personnel's view of the beach or ocean.
2. No beach furniture shall be placed in the area immediately adjacent to or directly seaward of the street ends throughout the Town of Surfside.
3. All beach furniture shall be set at no less than 12 feet seaward of the edge of the vegetation line of the dune.
4. Beach Furniture Operator shall submit an operations plan to be reviewed by the Town Manager which includes specifications on set up, number of chairs to be preset (not to exceed 40) and stored, removal procedures, hours, storage, staffing and clean-up.
5. Beach furniture shall not be set out in the morning before sunrise, or before completion of daily monitoring for turtle nesting activity by a Florida Fish and Wildlife Conservation Commission authorized marine turtle permit holder to examine the beach in the area of the authorized activity to ensure any new sea turtle nests are identified and marked, whichever occurs first.
6. The Beach Furniture Operator shall be responsible for ensuring that the beach furniture is clearly identified as to its ownership, maintained in good condition, free from evidence of deterioration, weathering, and discoloration, at all times.

7. Beach furniture shall be deployed in a manner to assure public access and to encourage public use of the beach and shall cause no obstruction to the general public.
8. A Beach Furniture Operator may store beach furniture on their property or east of the dune neatly organized and secured to the ground.
9. Any request from a code enforcement officer, or lifeguard to relocate beach furniture shall be complied with immediately.
10. In the event of a declared state of emergency, the Town Manager or designee may issue a warning to the Beach Furniture Operator to remove and secure the beach furniture. If the Beach Furniture Operator fails to remove the beach furniture, the Town Manager or designee, at its option, may remove the beach furniture from the public beach. The Beach Furniture Operator shall be liable for all costs incurred by the Town for the removal and storage of the beach furniture in the event of an emergency.

BEACH FURNITURE CATEGORIES

| CATEGORY | HOTELS EAST OF COLLINS | CONDOS EAST OF COLLINS | HOTELS WEST OF COLLINS | REST OF THE WORLD |
|--------------------|---|---|--|---|
| PERMIT REQUIREMENT | SUBJECT TO PERMIT AND ADMINISTRATIVE POLICY | NO PERMIT REQUIRED SUBJECT TO ADMINISTRATIVE POLICY | TOWN COMMISSION PERMIT REQUIRED SUBJECT TO ADMINISTRATIVE POLICY | NO PERMIT REQUIRED SUBJECT TO ADMINISTRATIVE POLICY |
| PRESET | SUBJECT TO PERMIT AND ADMINISTRATIVE POLICY | NO | NO EXCEPT AS PERMITTED BY TOWN COMMISSION | NO |
| STORAGE | SUBJECT TO PERMIT AND ADMINISTRATIVE POLICY | SUBJECT TO ADMINISTRATIVE POLICY | SUBJECT TO ADMINISTRATIVE POLICY | SUBJECT TO ADMINISTRATIVE POLICY |

Attachment “5”

Beach Furniture Permit Application



Town of Surfside

9293 Harding Avenue, Surfside, FL 33154
Phone: (305) 861-4863 Fax: (305) 861-1302

Beach Furniture Permit Application
(\$500.00 Application Fee must accompany this form)

Applicant/Organization/Business Owner (Corporate Name):

Mailing Address:

City: _____ State: _____ Zip Code: _____

Daytime Phone: _____ Daytime Fax: _____

Name of Contact Person: _____

E-mail Address: _____

Daytime Phone Number of Contact Person: _____

Property Address of Beach Furniture:

Terms and Conditions of the Approval

- 1) Beach furniture shall not inhibit reasonable access to the public beach, nor obstruct reasonable access on the beach for pedestrians and emergency vehicles, nor impact any native vegetation, nor affect sea turtle nesting areas or other wildlife.
- 2) A Beach Furniture Operator who provides beach furniture must obtain a permit from the Town of Surfside pursuant to the permit process described in Chapter 86 of the Town of Surfside (Attachment "A") and shall comply with the Town Manager's "Administrative Policy: Beach Furniture and Equipment" (Attachment "B").

3) All permit applications shall include:

- A. An application fee of \$500.00; and
- B. A Beach Furniture Operations Plan, including specifications on setup, storage, staffing and clean-up, and an evacuation plan in the event of a natural disaster such as a tropical storm or a hurricane, including a storage area during the natural disaster; and
- C. Compliance with indemnification and insurance requirements pursuant to Chapter 86 of the Town of Surfside Code.

4) A hotel Beach Furniture Operator must procure a Local Business Tax Receipt and comply with Section 70-41 of the Town of Surfside Code and all required licenses or permits from Miami-Dade County, the State of Florida, or federal entities.

5) By signing this Beach Furniture Permit Application, I affirm that I have read the above Terms and Conditions of Approval, Chapter 86 of the Town of Surfside Code (Attachment "A") and shall comply with the Town Manager's "Administrative Policy: Beach Furniture and Equipment" (Attachment "B"), and agree to follow and abide by same.

Signature of Applicant for the
Organization/Business Owner

Date

Sworn to and subscribed before me this _____ day of _____, 20____,
by _____, who is personally known to me or who produced the
following identification: _____

(Seal below)

Notary Public, State of _____

For Office Use Only:

Approval: [] Yes [] No [] With Conditions
Comments:

By: _____
Guillermo Olmedillo, Town Manager

Date

Form Created: January 2017
Revised: June 2017



Town of Surfside Commission Communication

Agenda Item # 5A

Agenda Date: June 13, 2017.

Subject: Regional Hybrid Skatepark and Pumtrack Initiative.

Background: On September 13, 2013 the Town Commission adopted Resolution No. 13-2187 approving the Town Parks and Recreation 5 year Capital Plan which listed a new skatepark as a priority.

Efforts to achieve the realization of such a facility have stalled due to the lack of available land within the Town's boundaries. Other efforts, such as a partnership with Miami Beach to utilize land for such a facility south of Surfside, have also not materialized. Recently a more regional approach has emerged that has gained support from neighboring communities.

Miami-Dade County and the neighboring municipalities including the City of Sunny Isles Beach, City of Miami Beach, Bal Harbour Village and Town of Bay Harbor Islands are embarking on an initiative to formulate a regional hybrid skatepark and pumtrack in Haulover Park north of the dog park.

The City of Sunny Isles Beach has received a proposal from Velosolutions, a company that designs and constructs infrastructure for pumtracks, to design, engineer and construct a regional hybrid skatepark and pumtrack at this location with an estimated total project cost of \$267,375 for a 7,500 square feet park. Sunny Isles Beach has agreed to assume the role of project management for the regional facility. Once the project is completed, Miami-Dade County will operate and manage the facility as part of the Haulover Park system.

Analysis: A regional hybrid skatepark and pumtrack is a logical initiative for the Town as there are limitations of space within Surfside to build such a facility. The initiative will also build the sense of community and mobility between the coastal communities in the region. With the interconnectivity of the tri-municipal (Surf-Bal-Bay) complimentary shuttle buses, a stop at Haulover Park is planned to facilitate ease of access to the location.

This facility will allow for a priority on the Town approved Parks and Recreation 5 Year Capital Plan to be realized. It is a minimal investment by the Town as land acquisition, maintenance, and operational costs will be provided by Miami-Dade County. Construction cost will be funded by the combined contributions from the aforementioned regional municipalities.

Budget Impact: The Town of Surfside portion of the funding for the Skate Park Project of up to \$50,000 is from the Capital Improvement Fund, Skatepark Contribution account number 301-4400-572-8110. These funds are from Developer Voluntary Proffers which will be disbursed upon execution of the Memorandum of Understanding.

Staff Impact: No staff impact

Recommendation: Town Commission approval is requested to direct the Town Manager to enter into a Memorandum of Understanding to support a regional hybrid skatepark and pumptrack initiative in Haulover Park, Miami-Dade County in conjunction with Miami-Dade County, the City of Sunny Isles Beach, City of Miami Beach, Bal Harbour Village and the Town of Bay Harbor Islands.

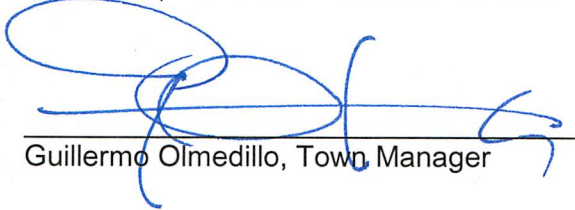
Town Commission hereby authorizes to amend the Fiscal Year 2016-2017 annual budget authorizing the appropriation of up to \$50,000 from the Capital Improvement Fund, Skatepark Contribution, account. number 301-4400-572-8110 to the City of Sunny Isles Beach.



Tim Milian, Parks and Recreation Director



Don Nelson, Finance Director



Guillermo Olmedillo, Town Manager

RESOLUTION NO. 17 - _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING THE TOWN MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (“MOU”) WITH THE CITY OF SUNNY ISLES BEACH TO SUPPORT A REGIONAL HYBRID SKATEPARK AND PUMPTRACK INITIATIVE IN HAULOVER PARK, MIAMI-DADE COUNTY WITH COORDINATION FROM MIAMI-DADE COUNTY, THE CITY OF SUNNY ISLES BEACH, CITY OF MIAMI BEACH, BAL HARBOUR VILLAGE AND THE TOWN OF BAY HARBOR ISLANDS; AMENDING THE FISCAL YEAR 2016-2017 ANNUAL BUDGET AUTHORIZING THE APPROPRIATION OF UP TO \$50,000 FROM THE CAPITAL IMPROVEMENT FUND, SKATEPARK CONTRIBUTION, ACCOUNT NO. 301-4400-572-8110 TO THE CITY OF SUNNY ISLES BEACH TO BE DISBURSED UPON EXECUTION OF THE MOU; PROVIDING FOR APPROVAL AND AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is a long standing priority of the Town of Surfside (“Town”) to foster outdoor recreation for the community; and

WHEREAS, on September 13, 2013 the Town Commission adopted Resolution No. 13-2187 approving the Town Parks and Recreation 5 year Capital Plan which listed a new skatepark as a priority; and

WHEREAS, Miami-Dade County and neighboring municipalities including the City of Sunny Isles Beach, City of Miami Beach, Bal Harbour Village and Town of Bay Harbor Islands are embarking on an initiative to jointly develop a regional hybrid skatepark and pumptrack in Haulover Park, Miami-Dade County (Attachment “A”); and

WHEREAS, the City of Sunny Isles Beach has received a proposal under the National Joint Powers Alliance from Velosolutions (Attachment “B”), a company that designs and constructs infrastructure for pumptracks to design, engineer and construct a regional hybrid skatepark and pumptrack in Haulover Park, Miami-Dade County with an estimated total project cost of \$267,375.00; and

WHEREAS, on May 19, 2017 the City of Miami Beach Neighborhood/Community Affairs Committee, which is composed of Miami Beach City Commission Members, recommended the regional hybrid skatepark and pumptrack by a vote of acclamation and recommended the item to the Finance Committee to determine the appropriate amount to finance; and

WHEREAS, a regional hybrid skatepark and pumptrack is a logical proposal for the Town because there are limitations of space within Surfside to build a skatepark and it will build the sense of community and mobility between the coastal communities in the region; and

WHEREAS, a regional hybrid skatepark and pumptrack has value because land acquisition, maintenance, and operational costs will be provided by Miami-Dade County; and

WHEREAS, it is in the best interest of the Town to enter into a Memorandum of Understanding (“MOU”) with the City of Sunny Isles Beach to support a regional hybrid skatepark and pumptrack initiative in Haulover Park, Miami-Dade County in cooperation with Miami-Dade County, the City of Sunny Isles Beach, City of Miami Beach, Bal Harbour Village and the Town of Bay Harbor Islands; and

WHEREAS, the Town Commission desires to amend the fiscal year 2016/2017 annual budget authorizing the appropriation of \$50,000 from the Capital Improvement Fund, Skatepark Contribution, Account No. 301-4400-572-8110 from Developer Voluntary Proffers to the City of Sunny Isles Beach which will be disbursed upon execution of the MOU.

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

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

Section 2. Authorization to enter into a Memorandum of Understanding to Support the Regional Hybrid Skatepark and Pumptrack. The Town Commission hereby authorizes the Town Manager to enter into a Memorandum of Understanding (“MOU”) with the City of Sunny Isles Beach to support a regional hybrid skatepark and pumptrack initiative in Haulover Park, Miami-Dade County with coordination from Miami-Dade County, the City of Sunny Isles Beach, City of Miami Beach, Bal Harbour Village and the Town of Bay Harbor Islands.

Section 3. Authorization to Amend the Fiscal Year 2016/2017 Annual Budget to Appropriate and to Expend Funds for the Regional Hybrid Skatepark and Pumptrack. The Town Commission hereby authorizes to amend the fiscal year 2016/2017 annual budget authorizing the appropriation of up to \$50,000 from the Capital Improvement Fund, Skatepark Contribution, Account No. 301-4400-572-8110 from Developer Voluntary Proffers to the City of Sunny Isles Beach, which will be disbursed upon execution of the MOU.

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

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of June 2017.

Motion by _____,

Second by _____.

FINAL VOTE ON ADOPTION

Commissioner Daniel Gielchinsky _____
Commissioner Michael Karukin _____
Commissioner Tina Paul _____
Vice Mayor Barry Cohen _____
Mayor Daniel Dietch _____

Daniel Dietch, Mayor

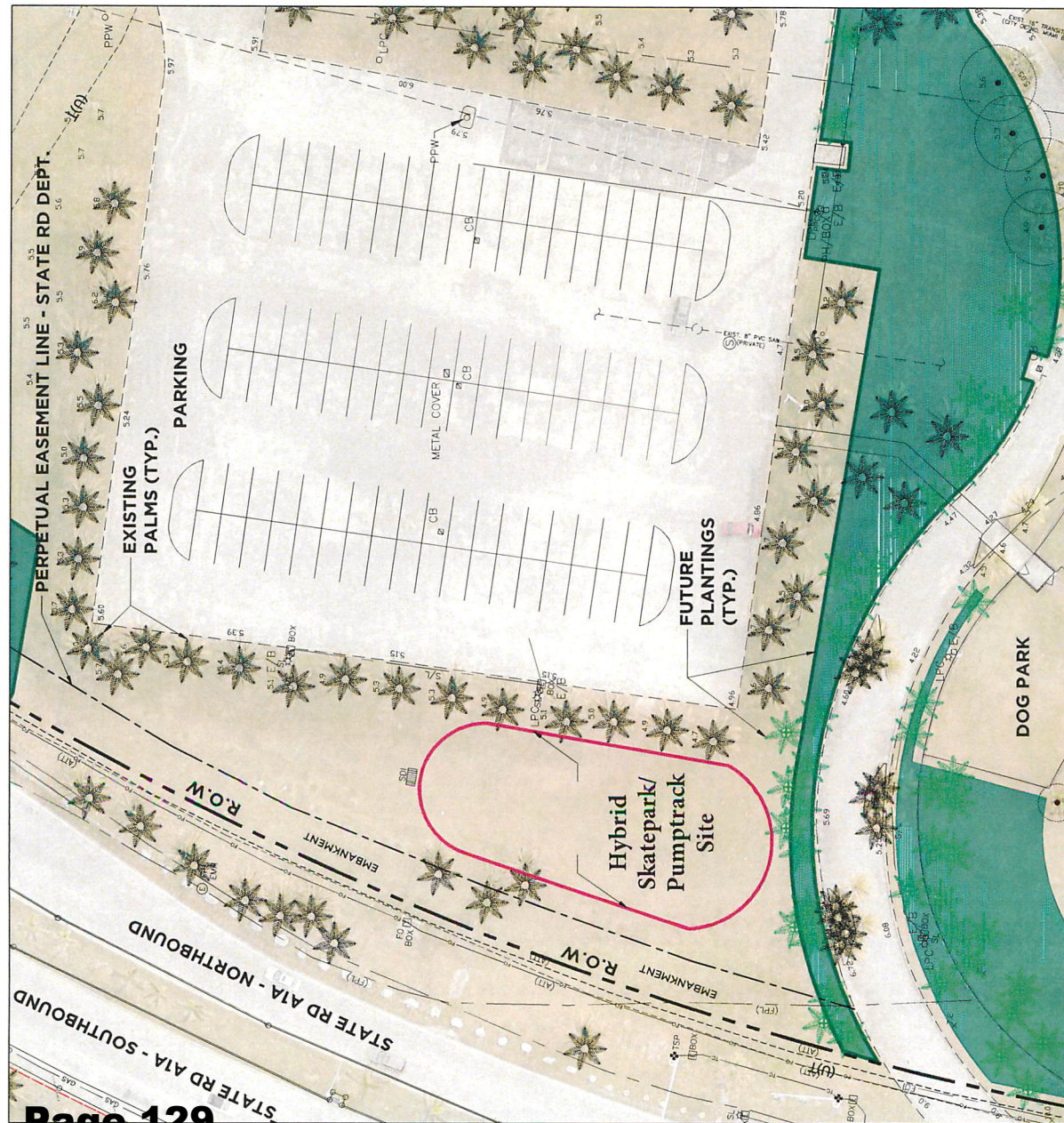
ATTEST:

Sandra Novoa, MMC, Town Clerk

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

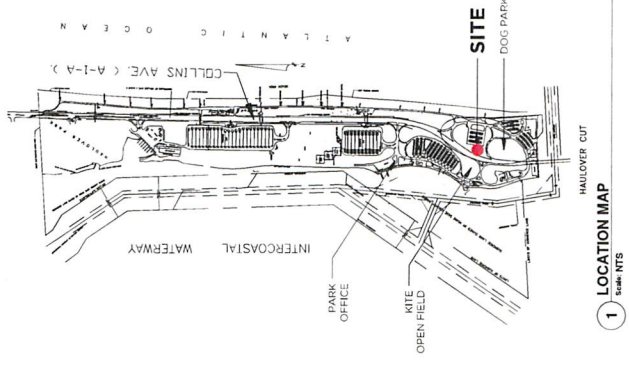


Linda Miller, Town Attorney

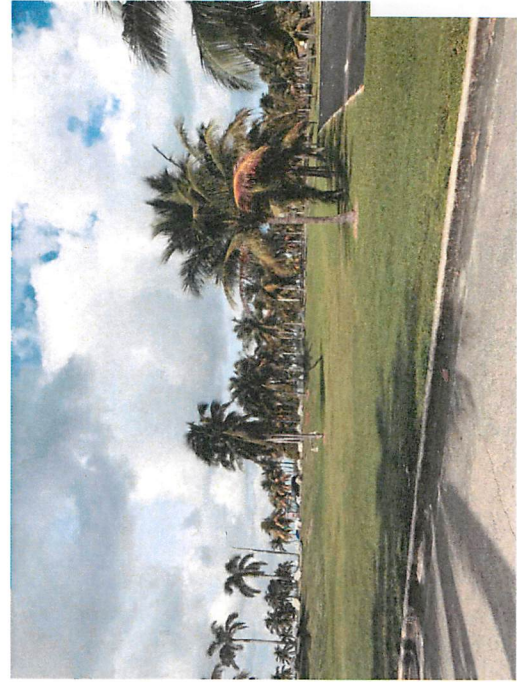


2 DRAFT PLAN
Scale: 24" X 36" - 8/11" = 20'

HAULOOVER PARK



1 LOCATION MAP
Scale: 1" = 100'



3 SITE PHOTO
Scale: NTS

601 McKinley
 Joplin, MO 64801
 Toll-free 877-RAMP-778
 Local 417-206-6816
 Fax 417-206-6888
sales@americanrampcompany.com



Project Description: Haulover Park, Velosolutions Pumptrack
Quote #Q21057

NJPA Contract # 030117-ARC

Florida Contractors License # CGC1518152

| Category | Item | Total |
|---------------------------|---|-----------------------|
| Planning/Design | Velosolutions Design Package | \$ 34,500.00 |
| Accommodations | Mobilization Housing, Per Diem, and Misc. Accommodations | \$ 28,750.00 |
| Labor | Superintendent/Machine Operators | \$ 109,250.00 |
| Equipment | Machines Tools Gas/Fuel, Grease, Consumables, Etc. | \$ 11,500.00 |
| Materials | Fill, Subbase, Asphalt, etc. Drainage, Misc. Construction Materials | \$ 86,250.00 |
| Aesthetics | Landscaping Fencing | \$ 17,250.00 |
| Sub-Total | | \$ 287,500.00 |
| NJPA Discount - 7% | | \$ (20,125.00) |
| Grand Total | | \$ 267,375.00 |

Notes:

- This quote includes payment and performance bonds as required by project.
- Payment Terms are as follows: 25% Upon Contract Signing, 25% Upon Mobilization, 25% Upon completion of earthwork, 25% Balance Upon Project Completion

WE LOOK FORWARD TO BUILDING YOU A GREAT PARK!





Town of Surfside Commission Communication

Agenda Item #: 5B

Agenda Date: June 13, 2017

Subject: Approval to proceed with A & B Pipe for the purchase of checkmate valves for water outfalls.

Background: The Town of Surfside is a coastal community surrounded by both the Atlantic Ocean and Biscayne Bay. Due to its proximity to the water, the Town experiences flooding during torrential weather and through high tides, especially during the King Tides. When localized flooding occurs the current system and drainage pumps become operational and overburdened creating a delay for standing surface water to drain.

Analysis: When the salt water flows into the drainage system, due to damaged flapper gates, it slows the street drainage process. Purchasing the checkmate valves will stop water coming from the Bay and flowing back into the drainage systems. It also poses a possible threat to the pump by damaging the pumps via salt water intrusion resulting in an unexpected cost to repair and/or replace the pumps at an estimated range of \$15,000-\$50,000.00. The purchase of these valves will assist in prolonging the life of these pumps. Section 3-12 of the Town of Surfside Code of Ordinances provides that "The Town Commission may authorize the waiver of competitive bidding procedures upon the recommendation of the Town Manager that it is in the Town's best interest to do so, to obtain goods and services which cannot be acquired through the normal purchasing process due to insufficient time, the nature of the goods or services, or other factors. Purchases authorized by waiver process shall be acquired after conducting a good faith review of available sources and negotiation as to price, delivery, and terms." The Town Manager has determined it is in the Town's best interest to authorize a waiver of the competitive bidding process because it is urgent to install the checkmate valves as South Florida enters the wet season and hurricane season, and as Surfside faces a heightened risk of flooding.

The Public Works Department conducted a good faith review of available sources and successfully received four quotes for the checkmate valves.

The four quotes presented for the valves are as follows:

- | | |
|--------------------------|-------------|
| 1. A & B Pipe | \$45,280.00 |
| 2. Ferguson | \$45,862.00 |
| 3. HD Supply | \$48,360.00 |
| 4. Tideflex Technologies | \$46,817.00 |

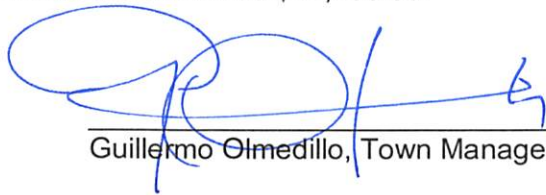
Staff Impact: The Water & Sewer Department staff will be installing the valves during normal working hours.

Budget Impact: The purchase of the checkmate valves was not budgeted in the 2016-2017 Fiscal Year Budget and the cost to purchase requires an appropriation of funds from the Stormwater Funds Reserve Account No. 404-0000-391-1000 to Equipment Maintenance Account No. 404-5500-538-4603 in the amount of \$45,280.00.

Recommendation: Staff recommends moving forward with the approval and purchase of the checkmate valves from A & B Pipe in the amount not to exceed \$45,280.00.



Randy Stokes, Public Works Director



Guillermo Olmedillo, Town Manager



Donald Nelson, Finance Director

RESOLUTION NO. 17 - _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING THE FISCAL YEAR 2016-2017 ANNUAL BUDGET; APPROPRIATING FUNDS NOT TO EXCEED THE AMOUNT OF \$45,280.00 FROM THE STORM WATER FUND RESERVES ACCOUNT NO. 404-0000-391-1000 TO THE EQUIPMENT MAINTENANCE ACCOUNT NO. 404-5500-538-4603; AUTHORIZATION TO WAIVE COMPETITIVE BIDDING; AUTHORIZATION OF THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF TIDEFLEX CHECKMATE VALVES FROM A&B PIPE & SUPPLY; PROVIDING FOR APPROVAL AND AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) is a coastal community surrounded by the Atlantic Ocean and Biscayne Bay and due to its proximity to the water, the Town experiences flooding during torrential weather and through high tides; and

WHEREAS, the street drainage process slows when saltwater flows into the drainage system; and

WHEREAS, installing the checkmate valves will stop water coming from Biscayne Bay and flowing back into the drainage systems maintained as part of the Town-wide stormwater utility; and

WHEREAS, the Town Code of Ordinances Section 3-12 provides that the Town Commission may authorize the waiver of competitive bidding procedures upon the recommendation of the Town Manager that it is in the Town's best interest to do so, to obtain goods and services which cannot be acquired through the normal purchasing process due to insufficient time, the nature of the goods or services, or other factors; and

WHEREAS, it is urgent to install the checkmate valves as South Florida enters the wet season and hurricane season, as Surfside faces a heightened risk of flooding; and

WHEREAS, the Town Code of Ordinances Section 3-12 provides that purchases authorized by waiver process shall be acquired after conducting a good faith review of available sources and negotiation as to price, delivery and terms (Attachment “A”); and

WHEREAS, the Town received four quotes (See Composite Attachment “B”) for the TideFlex checkmate valves:

| | |
|-----------------------|-------------|
| A & B Pipe & Supply | \$45,280.00 |
| Ferguson | \$45,862.00 |
| HD Supply | \$48,360.00 |
| Tideflex Technologies | \$46,817.00 |

WHEREAS, the Town Commission has determined that it would be in the Town's best interest and authorizes the Town Manager to waive the competitive bidding procedures to authorize the purchase of TideFlex checkmate valves from A & B Pipe & Supply, not to exceed the amount of \$45,280.00.

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

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

Section 2. Authorization to Waive Competitive Bidding. The Town Commission authorizes the Town Manager to waive the competitive bidding procedures and to authorize the purchase of TideFlex checkmate valves from A & B Pipe & Supply, not to exceed the amount of \$45,280.00.

Section 3. Authorization to Amend the Fiscal Year 2016/2017 Annual Budget to Appropriate and Expend Funds. The Town Commission hereby authorizes to amend the Fiscal Year 2016/2017 Annual Budget to appropriate funds in the amount of \$45,280.00 from the Storm Water Fund Reserves Account No. 404-0000-391-1000 to the Equipment Maintenance Account No. 404-5500-538-4603 and to expend funds for the purchase of TideFlex checkmate valves.

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

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of June 2017.

Motion by _____,

Second by _____.

FINAL VOTE ON ADOPTION


| | |
|---------------------------------|-------|
| Commissioner Daniel Gielchinsky | _____ |
| Commissioner Michael Karukin | _____ |
| Commissioner Tina Paul | _____ |
| Vice Mayor Barry Cohen | _____ |
| 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
Public Works Department
9293 Harding Avenue – Surfside, Florida 33154
www.townofsurfsidefl.gov

MEMORANDUM

TO: Guillermo Olmedillo, Town Manager
FROM: Randy Stokes, Public Works Director 
SUBJECT: TideFlex Competitive Bidding Waiver
DATE: June 13, 2017

The Town of Surfside is a coastal community surrounded by both the Atlantic Ocean and Biscayne Bay. Due to its proximity to the water, the Town experiences flooding during torrential weather and through high tides, especially during the King Tides. When localized flooding occurs the current system and drainage pumps become operational and overburdened creating a delay for standing surface water to drain. When the salt water flows into the drainage system, due to damaged flapper gates, it slows the street drainage process. Purchasing the checkmate valves will stop water coming from the Bay and flowing back into the drainage systems. Public Works has identified the specific valve that will help to solve the problem, which is a TideFlex checkmate valve. The TideFlex checkmate is an item that is not easily accessible in the market and it can be purchased only through select vendors. The Public Works Department, after conducting a good faith review of available sources, has identified four (4) vendors, through the competitive bidding waiver, that offered quotes for the TideFlex checkmate valves. Utilizing the lowest quote of the four (4) vendors, will allow the Public Works Department to save the Town money, but will allow for quick and efficient installation of the valves prior to the wet season and Hurricane Season.

Composite Attachment "B"

S1548385.2

ORDER TO:
 A&B PIPE & SUPPLY
 6500 NW 37TH AVENUE
 MIAMI, FL 33147
 305-691-5000

** QUOTATION **
 Quote #: S1548385
 P/O # : PUBLIC WORKS DEP.
 Printed: 04/18/17
 Page # : 1 of 1

QUOTE TO:
 TOWN OF SURFSIDE
 9293 HARDING AVENUE
 SURFSIDE, FL 33154

SHIP TO:
 TOWN OF SURFSIDE
 9293 HARDING AVENUE
 SURFSIDE, FL 33154

| | | | | |
|-------------------------------|------------------------------------|-----------------------|--------------------------|-----------------------------------|
| Quoted for HECTOR | Quote Date 07/05/17 | Expr Date 06/02/17 | Ship Via OT OUR TRUCK | Frght Warehouse No Shp 1 Prc 1 |
| Writer Rigoberto Rodriguez | Salesperson HOUSE SALES ACCOUNT | Release # | Terms NET 20TH | |

| Quote Qty | Part # | Product Description | Net Prc | Ext Prc |
|-----------|--------|---|-----------|----------|
| | | ***** Shipping Instructions ***** | | |
| | | * * * | | |
| 2ea | 64252 | ^15" INLINE TIDEFLEX ULTRAFLEX CHECKMATE CHECK VALVE NEOPRENE ELASTOMER 304SS EXPANDING RING-DOWNSTREAM END (15TIDEFLEX) | 2829.787 | 5659.57 |
| 2ea | 64252 | NON CANCELLABLE & NON RETURNABLE ^18" INLINE TIDEFLEX ULTRAFLEX CHECK VALVE CHECKMATE NEOPRENE ELASTOMER 304SS EXPANDING RING-DOWNSTREAM END CMCBUF (18TIDEFLEX) | 3500.000 | 7000.00 |
| 1ea | 64252 | NON CANCELLABLE & NON RETURNABLE ^24" INLINE TIDEFLEX ULTRAFLEX CHECK VALVE CHECKMATE NEOPRENE ELASTOMER 304SS EXPANDING RING-DOWNSTREAM END CMCBUF (24TIDEFLEX) | 5025.532 | 5025.53 |
| 2ea | 64252 | NON CANCELLABLE & NON RETURNABLE ^30" INLINE TIDEFLEX ULTRAFLEX CHECK VALVE CHECKMATE NEOPRENE ELASTOMER 304SS EXPANDING RING-DOWNSTREAM END CMCBUF (30TIDEFLEX) | 8718.085 | 17436.17 |
| 1ea | 64252 | NON CANCELLABLE & NON RETURNABLE ^36" INLINE TIDEFLEX ULTRAFLEX CHECK VALVE CHECKMATE NEOPRENE ELASTOMER 304SS EXPANDING RING-DOWNSTREAM END CMCBUF (36TIDEFLEX) NON CANCELLABLE & NON RETURNABLE LEAD TIME 8-9 WEEKS COMPLETE | 10158.511 | 10158.51 |

TAXES NOT INCLUDED

THIS IS A QUOTATION ONLY
 Prices may change due to market conditions.
 Materials subject to prior sale.
 TAXES EXTRA!

| | |
|----------|----------|
| Subtotal | 45279.78 |
| S&H CHGS | 0.00 |

S1548385.2

Amount Due 45279.78

This is a quotation only & is valid based on receiving a complete order.
Changes in qtys and/or materials within the quotation is subject to a
re-quote & price change. Prices may change due to market conditions.
Availability is subject to prior sale. Taxes extra.'



FEI-MIAMI WATERWORKS #1216
 10810 S.W. 184TH ST.
 MIAMI, FL 33157-6737

Phone: 786-573-7140
 Fax: 305-869-0361

| |
|---|
| Deliver To: From: Drew Petonick Comments: |
|---|

10:37:34 APR 18 2017

Page 1 of 1

FEI-POMPANO BEACH, FL WW #125
 Price Quotation
 Phone: 786-573-7140
 Fax: 305-969-0361

Bid No: B329054
 Bid Date: 04/18/17
 Quoted By: DVP

Cust Phone: 305-861-4863
 Terms: CASH ON DEMAND

Customer: TOWN OF SURFSIDE
 9293 HARDING AVE
 SURFSIDE, FL 33154

Ship To: TOWN OF SURFSIDE
 9293 HARDING AVE
 SURFSIDE, FL 33154

Cust PO#: CHECKMATES

Job Name:

| Item | Description | Quantity | Net Price | UM | Total |
|----------------|---------------|----------|-----------|----|----------|
| SP-CHECKMATE15 | CHECKMATE 15" | 2 | 2865.000 | EA | 5730.00 |
| SP-CHECKMATE18 | CHECKMATE 18" | 2 | 3545.000 | EA | 7090.00 |
| SP-CHECKMATE24 | CHECKMATE 24" | 1 | 5090.000 | EA | 5090.00 |
| SP-CHECKMATE30 | CHECKMATE 30" | 2 | 8831.000 | EA | 17662.00 |
| SP-CHECKMATE36 | CHECKMATE 36" | 1 | 10290.000 | EA | 10290.00 |

PRICE INCLUDES ALL SHIPPING

Net Total: \$45862.00
 Tax: \$0.00
 Freight: \$0.00
 Total: \$45862.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at http://walseleyna.com/terms_conditionsSale.html.
 Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



Bid Proposal for Inline TideFlex Checkmates

TOWN OF SURFSIDE
 Bid Date: 03/30/2017
 HD Supply Bid #: 288028

HD Supply Waterworks
 18701 SW 108th Ave
 Miami, FL 33157
 Phone: 786-573-3401
 Fax: 786-573-3440

| Seq# | Qty | Description | Units | Price | Ext Price |
|------|-----|-------------------------------|-------|--------------|--------------------|
| 10 | 1 2 | 15" INLINE TIDEFLEX CHECKMATE | EA | 3,020.00 | 6040 USD 3,020.00 |
| 20 | 1 2 | 18" INLINE TIDEFLEX CHECKMATE | EA | 3,740.00 | 7480 USD 3,740.00 |
| 30 | 1 | 24" INLINE TIDEFLEX CHECKMATE | EA | 5,370.00 | 5,370.00 |
| 40 | 1 2 | 30" INLINE TIDEFLEX CHECKMATE | EA | 9,310.00 | 18620 USD 9,310.00 |
| 50 | 1 | 36" INLINE TIDEFLEX CHECKMATE | EA | 10,850.00 | 10,850.00 |
| 70 | | LEAD TIME: 6-8 WEEKS | | | |
| | | | | Sub Total | 32,290.00 |
| | | | | Tax | 0.00 |
| | | | | Total | 32,290.00 |

48,360 USD *BS*

HD SUPPLY PROVIDED PRICING BASED ON ONE UNIT QUANTITY. REDLINE SHOWS ADJUSTMENT BASED ON TOWN INVENTORY SHOWN BELOW

Summary
 Pipe Diameter
 Total QTY
 15" 2
 18" 2
 24" 1
 30" 2
 36" 1

Tideflex Technologies

600 N. Bell Avenue – Carnegie, PA 15106 – www.tideflex.com

Phone: 412 279-0044

Fax: 412 279-7878

Reference: TOWN OF SURFSIDE – MIAMI, FL

Quote Number: 60297

Quote Date: 19-Apr-17

Quote Expires: 18-May-17

To: Hector Gomez
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154
USA

Authorized Sales Representative:

Mr. Girard Mitchell
Environmental MD, Inc
PO Box 773537
Ocala, FL 34477-3537
USA

Email: hgomez@townofsurfsidefl.gov

Phone: 786-778-1728

Fax:

Phone: 352-861-0067

Fax: 866-849-0202

Description

**CHECKMATE ULTRAFLEX SLIP-IN
INLINE CHECK VALVE**

Sleeve Material: Neoprene

Complete with Integral Saddle Grooves, Arc Notch Bill and
316 Stainless Steel Expansion Clamps

Please advise Back Pressure and Line Pressure

Confirm Exact Pipe I.D. at Time of Order

Please Advise if Approval Drawings are Required

Lead Time: 8-10 Weeks A.R.A.D.

| Item | Quantity | Size | Unit Price | Extended Price |
|------|----------|------|-------------|----------------|
| 1 | 2 | 15" | \$2,926.00 | \$5,852.00 |
| 2 | 2 | 18" | \$3,619.00 | \$7,238.00 |
| 3 | 1 | 24" | \$5,196.00 | \$5,196.00 |
| 4 | 2 | 30" | \$9,014.00 | \$18,028.00 |
| 5 | 1 | 36" | \$10,503.00 | \$10,503.00 |

Total Net Price: \$46,817.00

Total: \$46,817.00

Payment Terms: 100% Net 30, No Retainage

Shipping Terms: Prepaid and Add

F.O.B. Terms: Gastonia, NC

Prepared by: Brandon Fluke

Please Reference Red Valve Quote Number When Placing Order.

We reserve the right to re-quote upon receipt of formal specifications.

All prices are quoted in United States Dollars, exclude applicable taxes, and are subject to credit approval.

Please see Terms and Conditions of Sale on reverse side.

814-0

Page 1 of 1



Town of Surfside Commission Communication

Agenda Item # 9A

Agenda Date: June 13, 2017

Subject: Policy for Not-For-Profit Organizations

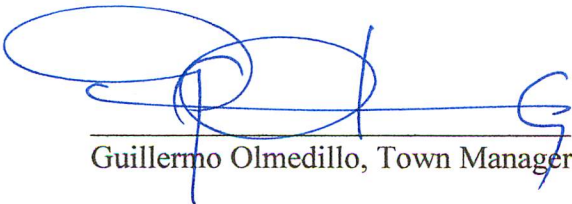
Background: The Town of Surfside is committed to assisting and encouraging local non-profit organizations in their mission, purpose and continued success. The Town believes that appropriations and in-kind assistance to such organizations serves a greater community purpose, provides a valuable resource for Town residents, and can assist with providing Surfside residents to cultural and education opportunities that the Town does not provide. The Town Commission has traditionally provided some limited funds in the Annual Budget each year to local non-profit organizations and this policy shall provide such guidelines.

Analysis: A Town Commission policy will establish written procedures for the Town of Surfside to provide funding to include in-kind services and waiver of fees for not-for-profit organizations in advance of the annual budget process. This will provide the guidelines for the annual appropriation of funds that will be contributed to not-for-profit organizations.

Budget Impact: The annual budget amount appropriated has been \$8,000.00 and the amount of \$8,000.00 is recommended to be included in the 2017-2018 Annual Budget.

Staff Impact: No staff impact.

Recommendation: It is recommended the Policy for Funding for Not-For-Profit Organizations be adopted.



Guillermo Olmedillo, Town Manager



Donald Nelson, Finance Director



Town of Surfside

Town Commission

Policy for Funding for Not-For-Profit Organization

- I. **Background:** The Town of Surfside is committed to assisting and encouraging local non-profit organizations in their mission, purpose and continued success. The Town believes that appropriations and in-kind assistance to such organizations serves a greater community purpose, provides a valuable resource for Town residents, and can assist with providing Surfside residents to cultural and education opportunities that the Town does not provide. The Town Commission has traditionally provided some limited funds in the Annual Budget each year to local non-profit organizations and this policy shall provide such guidelines.
- II. **Purpose:** The purpose of this Town Commission Policy is to set forth the procedures for the Town of Surfside to provide funding, to include in-kind services and waiver of fees, for not-for-profit organizations.
- III. **Definition:** A not-for-profit organization is defined as an organization that falls within Section 501 (c)(3) or Section 501(a) of the Internal Revenue Code.
- IV. **Procedures: Administration**
 - a. Any not-for-profit organization wishing to apply for funding from the Town of Surfside must complete and file an application for funding by the submission deadline set for the next fiscal year budget. The deadline will be the first Monday in May. Application forms are available in the Finance Department or online at the Town's website: www.townofsurfsidefl.gov.
 - b. The information provided by the applicant will be reviewed by the Town Manager's Office for completeness, and if determined that the applicant has supplied all the necessary information, the application will be referred to the appropriate department(s) for review.
 - c. After the application is reviewed by the department(s), the application will be sent to the Finance Department with a recommendation for either approval or denial with the appropriate justification.
 - d. The Finance Department will submit all applications for funding received from the not-for-profit organizations as part of the Town budget to the Town Commission or their review and direction as to accept or not to accept the proposed request for funding.
 - e. Funding by the Town to a not-for-profit organization shall not impose or create any future obligation by the Town for ongoing support.
- V. **Submission Requirements**
 - a. All applicants are required to submit the application by the required deadline.
 - b. Incomplete applications will not be considered.
 - c. Applicants may submit additional information related to the funding request.
 - d. Not-for-profits that are awarded funding by the Town of Surfside will be required to submit a report detailing how the funds were spent and detail the benefits to the citizens of Surfside within 90 days of the conclusion of the event.
 - e. Approval of any funding during a fiscal year does not obligate the Town to approve a miscellaneous appropriation agreement in a subsequent year.



Town of Surfside

Funding for Not-For-Profit Organizations

APPLICATION

1. Legal name of organization: _____
Mailing address: _____
Contact number: _____

2. a. Date of incorporation: _____

b. Does your corporation/organization fall within Section 501(c)(3) or Section 501(a) of the Internal Revenue Code?

YES _____ (attach proof of tax exempt status) NO _____

3. Name of Chief Executive Officer: _____
Official title: _____
Mailing address: _____
Contact number: _____

4. Contact person (if different from above): _____
Official title: _____
Mailing address: _____
Contact number: _____

5. Provide a brief description of the organization's goals and objectives: _____

7. Amount of funding requested: _____

8. Provide a brief description of how Town funds would be spent and identify the community need(s) to be addressed. This should include what exactly will be provided and to how many people (Town residents): _____

CERTIFICATION:

As official signatory, I hereby certify that the information included in this application is complete and correct.

Signature: _____

Print name: _____

Title: _____

Date: _____

Submit application and documents to:

Town of Surfside
c/o Town Manager Department
9293 Harding Ave
Surfside, FL 33154

Submission deadline is the first Monday of May



Town of Surfside Commission Communication

Agenda Item: 9B
Agenda Date: June 13, 2017
Subject: Sustainability Incentives
From: Guillermo Olmedillo, Town Manager

Background: To encourage participants to strive for a more sustainable lifestyle, municipalities often offer incentives including; expedited building permit review (at no additional cost), financial incentives such as reduced permit fees, density bonuses or setback reductions. Density bonuses and setback reductions are not suggested. Therefore, this analysis will analyze an expedited approval process and financial incentives.

Expedited Building Permit Incentives

The objective of expedited permitting is to create incentives for developers to incorporate green building practices and achieve specific local sustainability objectives by giving greater assistance and facilitation through the permitting process. In turn, this will reduce the timeframe of the permitting approval process and lead to cost savings. In promoting environmentally sensitive design and construction, the Town's Building Official would expedite the permit review and approval process of permitted applications for green buildings, (at no additional cost) as follows: (**Note:** the Expedited Building Permit Timeframe is based on how many sustainable development practices are being utilized).

An option for Surfside is to establish expedited permitted based on the following levels of incentives:

Financial Incentives

| | Requirements | Additional Benefits | |
|-------------------------------|--|---|---------------------------|
| | | Residential Districts | Non Residential Districts |
| Level One Incentives | At least 2 energy & resource efficiency projects | <p>New construction applications for major development of residential and nonresidential applications to be reviewed within 10 business days from the date processed.</p> <p>New construction applications for minor development of residential and nonresidential applications to be review within 10 business days from the date processed.</p> <p>Renovation of residential and nonresidential development applications to be reviewed within 10 business days from the date processed.</p> | |
| | 1 landscape and site design project | | |
| | 1 public policy project | | |
| | 1 public transportation project (such as a bus stop or traffic improvement) | | |
| Level Two Incentives | At least 3 energy and resource efficiency projects | <p>New construction applications for major development of residential and nonresidential applications to be reviewed within 7 business days from the date processed.</p> <p>New construction applications for minor development of residential and nonresidential applications to be review within 7 business days from the date processed.</p> <p>Renovation of residential and nonresidential development applications to be reviewed within 7 business days from the date processed.</p> | |
| | 2 landscape and site design projects | | |
| | 2 public policy projects | | |
| | 2 public transportation projects (such as a bus stop or traffic improvement) | | |
| Level Three Incentives | At least 4 energy and resource efficiency projects | <p>New construction applications for major development of residential and nonresidential applications to be reviewed within 5 business days from the date processed.</p> <p>New construction applications for minor development of residential and nonresidential applications to be review within 5 business days from the date processed.</p> <p>Renovation of residential and nonresidential development applications to be reviewed within 5 business days from the date processed.</p> | |
| | 2 landscape and site design projects | | |
| | 2 public policy projects | | |
| | 2 public transportation projects (such as a bus stop or traffic improvement) | | |

Construction Cost Fee Incentives

Miami Beach is requiring developers to either meet specific green building standards or pay a fee equal to 5% of construction costs.

- As of April 1, builders in Miami Beach must either erect structures that use less energy and water or pay the city 5 percent of the total construction cost. At a typical cost of about \$250 per square foot to build a new home in Miami-Dade, the 5 percent fee for a 7,000 square foot house would be \$87,500.

Reduced Permit Fee Incentives

Home improvements including even simple fixture replacements can require a building permit. Building permits help ensure that a structure (residential, commercial, industrial) meets basic Florida Building Code Standards. This tactic will offer a 5% to 15% reduction in plan review and building permit fees for projects meeting the specific program requirements. The more sustainable practices being utilized the lower ones permit fee will be reduced.

| | Requirements | Additional Benefits | |
|-------------------------------|--|------------------------------|------------------------------|
| | | Residential Districts | Non Residential Districts |
| Level One Incentives | At least 2 energy & resource efficiency projects | 5% reduction of permit fees | 5% reduction of permit fees |
| | 1 landscape and site design project | | |
| | 1 public policy project | | |
| | 1 public transportation project | | |
| Level Two Incentives | At least 3 energy and resource efficiency projects | 7% reduction of permit fees | 7% reduction of permit fees |
| | 2 landscape and site design projects | | |
| | 2 public policy projects | | |
| | 2 public transportation projects | | |
| Level Three Incentives | At least 4 energy and resource efficiency projects | 10% reduction of permit fees | 10% reduction of permit fees |

| | | | |
|--|--------------------------------------|--|--|
| | 2 landscape and site design projects | | |
| | 2 public policy projects | | |
| | 2 public transportation projects | | |

If The Town does not adopt a financial incentive or expedited permitting process, there is an option to require new non-residential and residential construction of more than and two units to be required to be LEED ® Certified, or similar. Miami-Dade County has adopted a resolution to incorporate sustainable building measures in all new County-owned and operated buildings. Broward County adopted a resolution to require all new County-owned and operated buildings achieve a minimum rating of LEED® Certification.

Budget Impact: This impact is directly related to the number of permit applications filed. A plans review, part-time position, at an annual cost of \$20,000 will be necessary to process the expedited permits.

Staff Impact: The Building Department does not currently have the staffing to provide expedited permitting. Additional staffing will be required to offer an expedited permitting process.

Staff Recommendation: Implement the Level One incentives for the Residential Districts, and at the end of a year, perform a cost/benefit analysis. Should the experiment prove successful, providing a faster turnaround time with a limited financial impact, add the Level One incentives to the Non Residential Districts.



Guillermo Olmedillo, Town Manager

Agenda Deadline Dates

| MONTH | Deadline - Items To Town Attorney | Agenda Deadline - All Completed Items To Town Clerk | Agenda Distribution Date | Commission Meeting Date |
|----------------|--|--|---|------------------------------------|
| January 2017 | 12/16/2016 | 12/30/2017 | 1/4/2017 | 1/10/2017 |
| February 2017 | 2/20/2017 | 2/3/2017 | 2/8/2017 | 2/16/2017 |
| March 2017 | 2/17/2017 | 3/3/2017 | 3/8/3017 | 3/14/2017 |
| April 2017 | 3/17/2017 | 3/31/2017 | 4/5/2017 | 4/13/2017 |
| May 2017 | 4/14/2017 | 4/28/2017 | 5/3/2017 | 5/9/2017 |
| June 2017 | 5/19/2017 | 6/2/2017 | 6/7/2017 | 6/13/2017 |
| July 2017 | 6/16/2017 | 6/30/2017 | 7/5/2017 | 7/11/2017 |
| August 2017 | 7/14/2017 | 7/28/2017 | 8/2/2017 | 8/8/2017 |
| September 2017 | 8/19/2017 | 9/1/2017 | 9/6/2017 | 9/12/2017 |
| October 2017 | 9/15/2017 | 9/29/2017 | 10/4/2017 | 10/10/2017 |
| November 2017 | 10/20/2017 | 11/3/2017 | 11/8/2017 | 11/14/2017 |
| December 2017 | 11/17/2017 | 12/1/2017 | 12/7/2017 | 12/13/2017 |
| January 2018 | 12/15/2017 | 12/29/2017 | 1/3/2018 | 1/9/2018 |

11/10/2016



Town of Surfside Commission Communication

Agenda Item # 9D

Agenda Date: June 13, 2017.

Subject: Walkability and Pedestrian Improvements Trial.

Background: At the May 9, 2017 Town Commission meeting, an item on Walkability and Pedestrian Improvements was presented for discussion (Attachment A). At that meeting, the Administration was directed to return with a plan of action and costs for the implementation of the trial area (89th and 90th Streets).

Analysis: The following plan elements are provided for discussion:

1) Community Outreach for the Trial Area:

Besides the utilization of the Town's available communication channels (the Gazette, website, website eblasts, Channel 93, etc.), the following will be conducted.

- 1.1) A dedicated mailer in June to the homes that line the two street trial area with information on the initiative and the announcement of a community meeting in July.
- 1.2) A dedicated door tag / flyer, placed in July, on the same homes reminding the residents of the July meeting.
- 1.3) A July community meeting.

2) Trial Area:

Nineteen blocks on two streets as outlined in Attachment A.

- 2.1) Estimated implementation time: two weeks.
- 2.2) Cost of trial: \$1,944.50 per block. \$39,745.50 for entire trial area inclusive of a water truck rental (Attachment B). Luke's Landscaping is loaning the plantings at no charge to the Town.
- 2.3) Estimated deconstruction time if directed: two weeks.
- 2.4) Cost of deconstruction: \$19,000.

Once the trial area project materials are implemented, the recommendation is to leave the project in place for two months.

The intent is to conduct Section 1 of the above proposed plan through the month of July and return at the September 12, 2017 Town Commission meeting with the feedback from the community meeting for further direction.

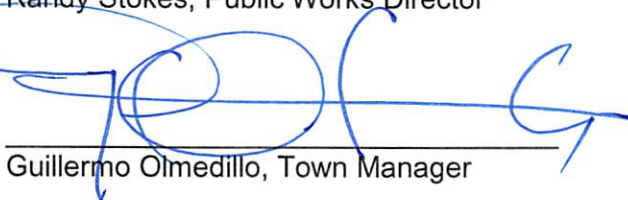
Budget Impact: \$58,745.50 for the trial period to be funded from the Citizens' Independent Transportation Trust.

Staff Impact: Labor costs and time spent on this project are outlined in the above costs

Recommendation: Authorize the undertaking of the Community Outreach portion of the trial area plan (Section 1) and return at the September 12, 2017 Town Commission meeting with the feedback from the July community meeting. Further information on implementing the trial area and final project will accompany the community feedback at that time.



Randy Stokes, Public Works Director



Guillermo Olmedillo, Town Manager



Town of Surfside Commission Communication

Agenda Item:

Agenda Date: May 9, 2017

Subject: Walkability and Pedestrian Improvements

From: Guillermo Olmedillo, Town Manager

Background: The Planning and Zoning Board has identified walkability as one of their main concerns. This includes street scape improvements, traffic calming and landscaping to create a safe, pedestrian environment. The first step was to determine the Town's assets. The attached map demonstrates the Town's assets and the opportunity for connectivity between those assets.

The Planning and Zoning Board reviewed the asset map and vetted numerous concepts in the last few months for increased walkability. They have agreed upon a concept to test a one way street condition. The proposed test project would be a one way system where 89th street would be one way in from Harding Avenue and 90th street would be one way out to Harding Avenue, which is demonstrated in the attached map indicating study area.

The purpose of the one way streets is to slow traffic while offering an opportunity to add landscaping and a pedestrian walkway to the existing street. The cross section graphic depicts the proposed one way system with landscaping as well as a painted or textured treatment to serve as a walkway.

Budget Impact: The test project would be addressed through temporary barriers and signage. If the project was desired to be long term, a cost estimate for the street improvements would be generated and proposed for the FY 2018 budget.

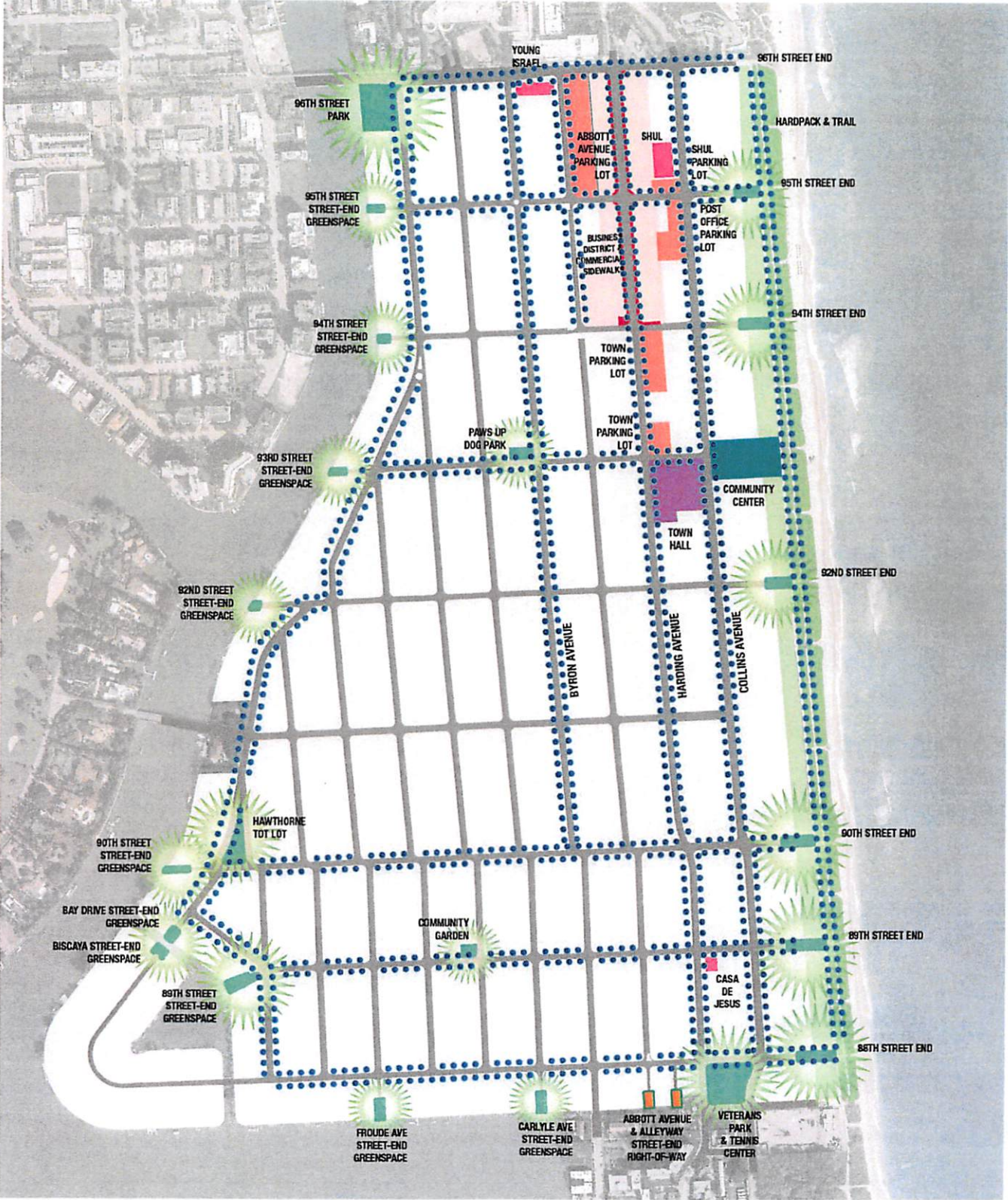
Growth Impact: The proposed project could improve pedestrian and traffic circulation.

Staff Impact: Staff would need to set up initial barriers and signage. The police would need to help guide and educate the public on the new traffic pattern.

Staff Recommendation: Approval of the test project to one way 89th Street and 90th Street.

TOWN OF SURFSIDE

TOWN ASSETS AND CONNECTIVITY CONCEPT



TOWN OF SURFSIDE - STUDY AREA

TOWN ASSETS AND CONNECTIVITY CONCEPT



TOWN OF SURFSIDE - ONE-WAYS STUDY AREA

90TH STREET AND 89TH STREET - FROM HARDING AVENUE TO THE BAY

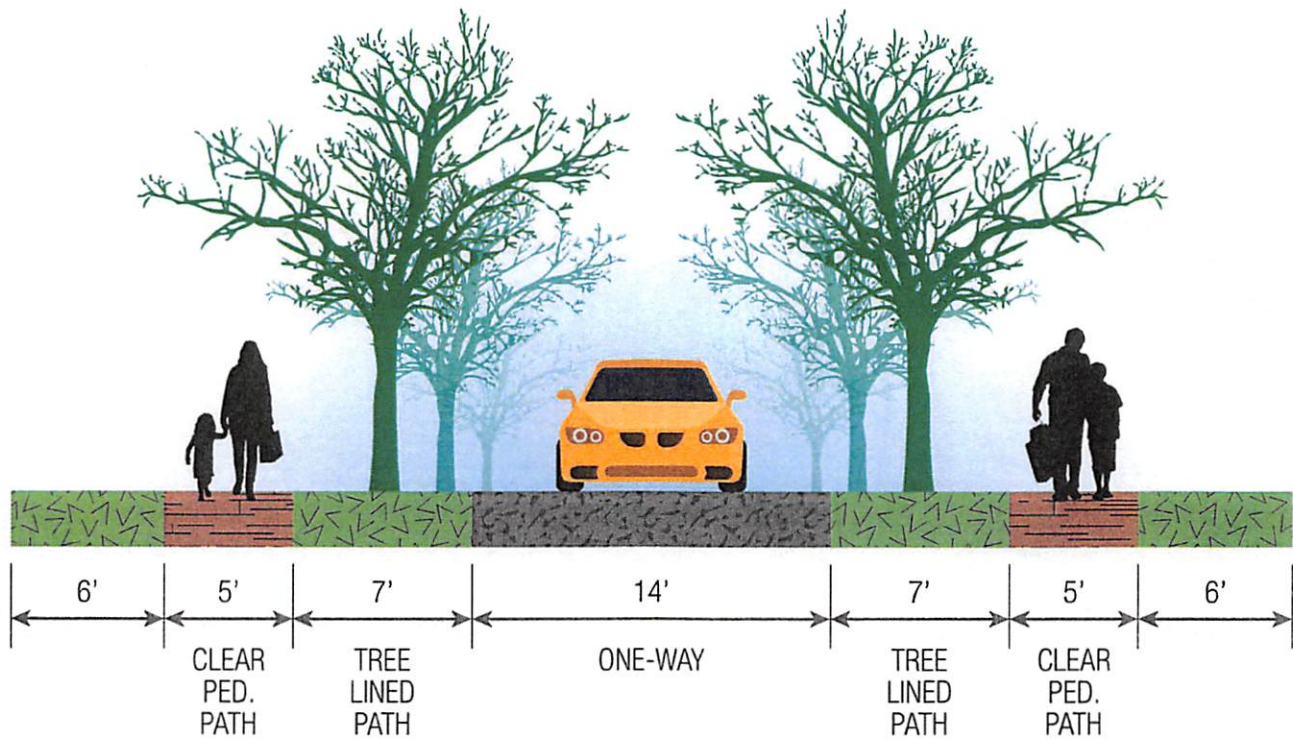


TOWN OF SURFSIDE - STREETSCAPE
90TH STREET AND 89TH STREET - FROM HARDING AVENUE TO THE BAY



TOWN OF SURFSIDE - STREETSCAPE CROSS-SECTION

90TH STREET AND 89TH STREET - FROM HARDING AVENUE TO THE BAY





Town of Surfside
Public Works Department
Mock Up Cost

Estimated Cost for Roadway One-way Conversion for One Town Street Block (Avenue to Avenue)

| Item Number | Item Description | Quantity | Unit | Unit Cost | Total Cost |
|---|-----------------------------|----------|-------|------------|-------------------|
| 1 | Remove Striping | 170 | lf | \$0.60 | \$102.00 |
| 2 | Remove Signage | 1 | ea | \$102.00 | \$102.00 |
| 3 | Install Striping (4" Lines) | 1380 | lf | \$0.20 | \$276.00 |
| 4 | Install (24" Lines) | 14 | lf | \$1.75 | \$24.50 |
| 5 | Install Signage | 4 | ea | \$110.00 | \$440.00 |
| 6 | Labor Cost | 1 | Block | \$1,000.00 | \$1,000.00 |
| Total Estimated Cost for Roadway One-way Conversion for One Town Street Block (Avenue to Avenue) | | | | | \$1,944.50 |
| Water Truck Rental per Month | | | | | \$2,800.00 |



Town of Surfside Commission Communication

Agenda Item # 9E

Agenda Date: June 13, 2017

Subject: Miami Gardens Site

Background: Pursuant to Section 270.11(3), Florida Statutes, MG East, LLC (Applicant), as the contract purchaser, and Manheim Remarketing, Inc., as the owner of the property located in the City of Miami Gardens contained within Folio Nos. 34-1132-001-0010 and 34-1132-001-0015 (Property), have petitioned the Town of Surfside for release of the right of entry and exploration of subsurface mineral and petroleum rights asserted to be held by the Town.

A Title Commitment and history for the Property provided by the Applicant, shows that the Town purchased the Property from the federal government in 1949 and operated a landfill on the site. In 1996, the Town sold the Property to Adesa-South Florida, LLC, which warranty deed for sale did not state that the Town elected *not* to reserve subsurface mineral and petroleum rights on the Property. Consequently, pursuant to Section 270.11(1), Florida Statutes, the Town (presumably unknowingly) reserved an undivided $\frac{3}{4}$ interest in and title to all of the phosphate, minerals and metals that may be under the land, and an undivided $\frac{1}{2}$ interest in all petroleum that may be located under the land, with the privilege to mine and develop same.

Section 270.11(3) allows a local government to sell or release the reserved subsurface mineral and petroleum interests, upon petition of the purchaser for such interest, and with a statement of reasons justifying such sale or release. The Applicant, as contract purchaser of the Property, has submitted a petition to the Town seeking release of the right of entry and exploration on the Property for the subsurface mineral and petroleum rights held by the Town. The Applicant is proposing to build an industrial warehouse project on the Property and is currently going through the development approval and entitlement process with the City of Miami Gardens. In order to obtain clear title to the Property, and develop the Property without the right of the Town to enter the Property and mine and explore for minerals and petroleum, the Applicant has proposed that the Town release only the right of entry and exploration, and retain any rights to future royalties or interest should the Property ever be mined or drilled for minerals and/or petroleum. The Applicant has not proposed any compensation in exchange for such release by the Town and a fair market value analysis or appraisal has not been done or provided establishing the value of the subsurface interests asserted to be held by the Town.

Together with the Petition, the Applicant has submitted a proposed Release of the Right of Entry and Exploration for Minerals and Petroleum for approval by the Town Commission and execution by the Town. As stated by the Applicant, the justification for the Release is that the Property has not operated as municipal landfill for many years, and will be developed with an industrial warehouse project, thus making the mining of minerals or petroleum extremely difficult and disruptive to the Property and investment made. The Release has been reviewed and approved for legal sufficiency.

Analysis: The Town Commission may elect one of the following:

- (i) Approve the Release of the Right of Entry and Mining as submitted by the Applicant, with no compensation.
- (ii) Approve the Release of the Right of Entry and Mining subject to an appraisal being performed establishing the fair market value (if any) of the subsurface rights and payment by the Applicant of such value.
- (iii) Elect to release all subsurface rights, including the right of entry and exploration, and the right to any future royalties or interests in the Property, for consideration or no payment.
- (iv) Deny the Petition and retain all subsurface rights.

Budget Impact: Unknown

Staff Impact: N/A

Recommendation: The Town Commission to approve the Release of the Right of Entry and Mining subject to an appraisal being performed establishing the fair market value (if any) of the subsurface rights and payment by the Applicant of such value (Item ii above).



Guillermo Olmedillo, Town Manager