



**Town of Surfside  
Town Commission Meeting  
AGENDA**

**November 12, 2013**

**7 p.m.**

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

**1. Opening**

- A. Call to Order**
- B. Roll Call of Members**
- C. Pledge of Allegiance**
- D. Mayor and Commission Remarks – Mayor Daniel Dietch**
- E. Agenda and Order of Business Additions, deletions and linkages**
- F. Community Notes – Mayor Daniel Dietch**
- G. Proclamation Presentation to Stanton Bershad – Mayor Daniel Dietch Page 1**

**2. Quasi-Judicial Hearings**

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

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

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

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

- A. Minutes – September 17, 2013 Regular Commission Meeting Minutes Page 2-33**
  - September 26, 2013 Second Budget Hearing Minutes
  - September 30, 2013 Town Commission and Planning and Zoning Board Special Meeting Minutes
  - October 8, 2013 Regular Commission Meeting Minutes
- B. Budget to Actual Summary as of August 31, 2013 – Donald Nelson, Finance Director Page 34-36**
- \*C. Town Manager’s Report – Michael P. Crotty, Town Manager Page 37-60**
- \*D. Town Attorney’s Report – Linda Miller, Town Attorney Page 61-64**
- \*E. Projects Progress Report – Calvin, Giordano and Associates, Inc. Page 65-66**

**F. Committee Reports – Michael P. Crotty, Town Manager** *(Note: Vice Mayor Karukin has requested that Committee minutes appear on the Consent Agenda. The most recent approved minutes have been included)* **Page 67-101**

- July 15, 2013 Parks and Recreation Committee Minutes
- July 25, 2013 Planning and Zoning Board Minutes
- August 26, 2013 Parks and Recreation Committee Minutes
- August 29, 2013 Planning and Zoning Board Minutes
- September 10, 2013 Tourist Board Minutes
- September 10, 2013 Downtown Vision Advisory Committee Minutes
- September 25, 2013 Tourist Board Minutes

**G. Voters Right Registration Urging Resolution – Mayor Daniel Dietch** **Page 102-105**

**A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA URGING AND ENCOURAGING THE FLORIDA LEGISLATURE TO REPEAL ALL LAWS WHICH DENY THE RESTORATION OF VOTING RIGHTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

**H. Expenditure of Forfeiture Funds for the Purchase of Special Equipment – David Allen, Chief of Police** **Page 106-110**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, PROVIDING FOR THE FISCAL YEAR 2013/2014 POLICE CONFISCATION FUND EXPENDITURE IN THE AMOUNT OF \$46,000 FROM THE FORFEITURE FUND TO SUPPORT CRIME PREVENTION INITIATIVES, COMMUNITY-BASED PROGRAMS AND LAW ENFORCEMENT EQUIPMENT; PROVIDING FOR AUTHORIZATION AND APPROVAL; PROVIDING FOR AN EFFECTIVE DATE.**

**I. Resolution Ratifying Charter Review Board Appointees – Linda Miller, Town Attorney** **Page 111-113**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, RATIFYING APPOINTEES TO THE TOWN OF SURFSIDE CHARTER REVIEW BOARD; PROVIDING FOR AUTHORIZATION AND PROVIDING FOR AN EFFECTIVE DATE.**



**J. National Flood Insurance Program Rate Hikes Urging Resolution – Mayor  
Daniel Dietch Page 114-117**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA (“TOWN”) AFFIRMING SUPPORT FOR CONGRESSWOMAN ILEANA ROS-LEHTINEN’S CO-SPONSORSHIP OF LEGISLATION TO SUSPEND NATIONAL FLOOD INSURANCE PROGRAM PREMIUM HIKE; URGING THE U.S. CONGRESS TO PASS THIS MUCH NEEDED LEGISLATION; PROVIDING FOR AUTHORIZATION; PROVIDING FOR DIRECTION TO THE TOWN MANAGER AND TOWN CLERK AND PROVIDING FOR AN EFFECTIVE DATE.**

**K. Proposed Agreement with the Miami-Dade State Attorney’s Office to Prosecute Criminal Municipal Ordinances – Chief David Allen Page 118-127**

**RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING THE TOWN MANAGER OF THE TOWN OF SURFSIDE TO EXECUTE AN AGREEMENT WITH THE MIAMI-DADE STATE ATTORNEY’S OFFICE TO PROSECUTE CRIMINAL MUNICIPAL ORDINANCE VIOLATIONS IN SURFSIDE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**4. Ordinances**

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

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

- 1. Capital Improvement Element Update – Sarah Sinatra, Town Planner**  
*{Ordinance has been deferred to the December 10, 2013 Town Commission Meeting due to advertisement requirements}*

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ADOPTING THE 2013 ANNUAL UPDATE TO THE CAPITAL IMPROVEMENTS ELEMENT WITHIN THE TOWN’S COMPREHENSIVE PLAN IN ACCORDANCE WITH SECTION 163.3177, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY AND CONFLICT; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.**

2. **Construction Fence – Sarah Sinatra, Town Planner**  
*{Ordinance has been deferred to the December 10, 2013 Town Commission Meeting due to advertising requirements}*

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 "ZONING" AND SPECIFICALLY AMENDING SECTION 90-56.1.B. "CONSTRUCTION FENCING" OF THE TOWN OF SURFSIDE CODE OF ORDINANCES TO PERMIT CONSTRUCTION FENCING MATERIALS; 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 8:30 p.m.) (Note: Depends upon length of Good and Welfare)*

- A. Employee Health Benefits Retroactive Contract Renewal for FY 13-14 – Yamileth Slate-McCloud, Human Resources Director Page 128-153**

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

- B. Approval and Award of Contract to Witt/O'Brien's for Emergency Debris Monitoring via a Piggy Back Bid from the Indian Creek Village – Joseph Kroll, Public Works Director Page 154- 190**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE TOWN TO ENTER INTO AN AGREEMENT WITH WITT O'BRIEN'S LLC. FOR DEBRIS

**MONITORING SERVICES PIGGYBACKING OFF THE COMPETITIVELY BID CONTRACT AWARDED BY THE VILLAGE OF INDIAN CREEK, FLORIDA; APPROVING THE TOWN MANAGER AND TOWN ATTORNEY TO DO ALL THINGS NECESSARY TO EXECUTE THE REQUIRED AGREEMENT; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**C. Approval and Award of Contract to DRC Emergency Services for Emergency Debris Removal via a Piggy Back Bid from the City of North Miami – Joseph Kroll, Public Works Director Page 191 - 210**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE TOWN TO ENTER INTO AN AGREEMENT WITH DRC EMERGENCY SERVICES LLC. FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES PIGGYBACKING OFF THE COMPETITIVELY BID CONTRACT AWARDED BY THE CITY OF NORTH MIAMI, FLORIDA; APPROVING THE TOWN MANAGER AND TOWN ATTORNEY TO DO ALL THINGS NECESSARY TO EXECUTE THE REQUIRED AGREEMENT; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**D. Approval to Expend Funds From the Storm Water Reserve Account for Drainage Improvements to Biscaya Island Drive for Engineering, Permits and Construction – Joseph Kroll, Public Works Page 211 - 225**

**RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA APPROVING TOWN STAFF TO OVERSEE THE BISCAYA DRAINAGE IMPROVEMENT PROJECT; AUTHORIZING THE APPROPRIATION AND EXPENDITURE OF FUNDS FROM THE 2013/2014 FISCAL YEAR BUDGET NOT TO EXCEED \$174,000 FROM THE STORMWATER FUND-RENEWAL AND REPLACEMENT ACCOUNT NO. 404-5500-538.63.20; PROVIDING FOR APPROVAL AND AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**AND**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING WORK AUTHORIZATION NO. 76; A WORK AUTHORIZATION TO INCLUDE CIVIL ENGINEERING, CONSTRUCTION INSPECTION, GOVERNMENT CONSULTING AND SURVEYING FOR BISCAYA DRAINAGE IMPROVEMENTS; AUTHORIZING THE APPROPRIATION AND EXPENDITURE FROM THE 2013/2014 FISCAL YEAR BUDGET NOT TO EXCEED \$58,000 FROM THE STORMWATER FUND-RENEWAL AND REPLACEMENT ACCOUNT NO. 404-5500-538.63.20; AUTHORIZING THE TOWN MANAGER TO TAKE ANY NECESSARY ACTION; 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, during item 1E Agenda and Order of Business, that an item be removed from the consent agenda and discussed separately.*
- 8. Unfinished Business and New Business**
- 9. Mayor, Commission and Staff Communications**
  - A. Six-Month Performance Evaluation Town Manager Michael Crotty– Mayor Daniel Dietch Page 226 - 227**
  - B. Wall Frontage and Side Setbacks in H120 District – Vice Mayor Michael Karukin Page 228 - 239**
  - C. Pension Board Vacancy – Sandra Novoa, CMC, Town Clerk Page 240 - 242**
  - D. Water/Sewer/Storm Drainage Project Contract Summary and Closeout – Michael P. Crotty, Town Manager (TIME CERTAIN 8:00 PM) Page 243 - 246**
  - E. RKB Bay Harbor Islands K-8 Center- Basketball Court Update – Commissioner Joe Graubart Page 247 - 248**
  - F. Turtle Project – Art in Public Places Update – Duncan Tavares, TEDACS Director Page 249 - 250**
  - G. Public Corruption – When Will it End – Commissioner Joe Graubart Page 251 - 254**
  - H. Report on Contracted Services – Michael P. Crotty, Town Manager Page 255 - 291**



## 10. Adjournment

Respectfully submitted,



Michael P. Crotty  
Town Manager

---

THIS MEETING IS OPEN TO THE PUBLIC. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS ARE DISABLED; WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE OFFICE OF THE TOWN CLERK AT 305-893-6511 EXT. 226 NO LATER THAN FOUR DAYS PRIOR TO SUCH PROCEEDING. HEARING IMPAIRED PERSONS MAY CONTACT THE TDD LINE AT 305-893-7936.

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

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

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

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



# Proclamation

*Whereas, the Town of Surfside wishes to honor Stanton M. Bershad, CLU ("Stan"); and*

*Whereas, Stan entered the Life & Health Insurance industry while attending the University of Miami, where he graduated with a marketing degree; and*

*Whereas, in 1972, Stan received a CLU (Chartered Life Underwriter) designation; and*

*Whereas, in 1975, Stan opened his own Life & Health Insurance Brokerage Agency; and*

*Whereas, Stan, a Surfside resident since 1983, has a long history of civic involvement as a regular participant in the monthly "Eye on Surfside" meetings and Police Chief's bicycle rides. In addition, Stan was a twenty-one year member of the local Kiwanis Club, through which he supported numerous community initiatives including providing scholarships to the Surfside Summer Camp, establishing and sponsoring K-Kids chapters at local elementary schools and holding the annual Dog Show for the past five years; and*

*Whereas, Stan served as Agent of Record and Insurance Broker for all of the Town's services related to employee health, disability, life, dental and other related benefits between 2010 and 2013; and*

*Whereas, Stan has provided his expertise and faithfully served for over twenty five years as a Member of the Town of Surfside Pension Board; and*

*Whereas, through Stan's dedicated service, the Surfside Pension Plan is recognized statewide as a model for financial stability; and*

*Whereas, the Town of Surfside strongly supports a Proclamation honoring Stanton M. Bershad, CLU for his selfless service to the Town of Surfside; and*

*In Witness Where Of, I have hereunto set my hand and caused the Seal of the Town to be affixed this 12th day of November, 2013.*

---

*Daniel Dietch, Mayor  
Town of Surfside, Florida*



**Town of Surfside  
Town Commission Meeting  
MINUTES**

**September 17, 2013**

**7 p.m.**

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

**1. Opening**

**A. Call to Order**

Mayor Dietch called the meeting to order at 7:01 P.M

**B. Roll Call of Members**

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

**C. Pledge of Allegiance**

Chief David Allen led the Pledge of Allegiance

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

Due to technical difficulties with the audio, this portion of the meeting is unavailable.

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

Commissioner Graubart linked items 3J, 3K, 3L, Constitution Week; Childhood Cancer Awareness Month Proclamation and Golden Veterans Parade Ceremony Commemoration.

**Community Notes – Mayor Daniel Dietch**

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

Commissioner Graubart announced upcoming Tourist Board Meeting.

**2. Quasi-Judicial Hearings**

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

**A. Request of Owner of Property located at 8859 Carlyle Avenue**

*The applicant at 8859 Carlyle Avenue is requesting a side setback variance.*

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, CONSIDERING THE APPLICATION OF 8859 CARLYLE AVENUE TO PERMIT A SIDE SET BACK VARIANCE FROM THE REQUIREMENTS OF SECTION 90-45 OF THE TOWN OF SURFSIDE CODE OF ORDINANCES TO ALLOW THE EXISTING SINGLE FAMILY HOME TO ADD AN ADDITION TO THE FIRST FLOOR AND ADD A SECOND STORY TO THE EXISTING SINGLE FAMILY HOME; PROVIDING FOR AN EFFECTIVE DATE.**

Town Clerk Sandra Nova swore in everyone that wished to speak.

Commissioner Graubart spoke with town staff and town attorneys as well as neighbors who allowed him into their backyards to look at subject property.

Mayor Dietch attended the Planning and Zoning meeting where the item was previously presented and heard recommendations from staff and also spoke to some of the neighbors.

Vice Mayor Karukin was present at the Planning and Zoning meeting where the item was presented.

Town Planner Sarah Sinatra presented the item to the Town Commission with a slide presentation and said staff recommends approval.

Applicant Mr. James Watson spoke and indicated how beneficial additional living space would be as well as increase the value of the home.

Mayor opened for public comments. No one wished to speak.

Commissioner Graubart read section 90-28 of the non conforming structure code and indicated that the application was in contrary to the code to approve. Mayor Dietch asked why the issue was directed to section 90-29 of the code for approval. Town Planner Sinatra said that section 90-28 of the non-conforming code specifically talks about use and the use is conforming. There are many different subsections to the non-conforming code and all are looked into and there are provisions that allow for enlargements and enhancements. Based on those criteria, the applicant does meet the criteria and that is why staff is recommending approval of the variance only. Commissioner Graubart indicated it was purchased with full knowledge as a cottage on a 25 foot lot and historically should remain as such. Town Planner Sinatra indicated that at the time of purchase the applicant had intentions to add a second floor to the structure and was given approval which was valid for one year. However, the applicant was unable to do so until now and the code had been changed. Building Official Rosendo Prieto also spoke addressing some of the questions the Commission had. Mayor Dietch had copies of the history of the property and asked Building Official Prieto to verify if prior approval for additions and a second floor had been issued in the past. Building Official Prieto said it was correct approval had been given.

Vice Mayor Karukin asked if the Town received any objections from neighbors and none were received. There was further



discussion regarding the size of the lot, enlargement of the existing structure, as well as FEMA regulations.

A motion to approve was made by Vice Mayor Karukin and received a second from Commissioner Kligman. The motion carried 4-1 with Commissioner Graubart voting in opposition.

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

Mayor Dietch pulled Commission Minutes Meeting of July 23, 2013 for corrections

Vice Mayor Karukin pulled item 3B page 30 footnote F; page 51 item E.3

Commissioner Olchyk pulled item 3A, page 23 Commission Meeting August 13, 2003

Commissioner Graubart pulled item D, page 54; item 1, page 61; item 3, page 62.

Commissioner Kligman pulled item 5, page 35; item 2, page 38.

Town Manager Crotty correction to consent agenda item 36 Sidewalk Café Lease Addendum page 86, section 8 refers to ordinance 2008-3601 and should be ordinance no. 12-1587. If time permits to pull items A5 and B1 from the Town Manager's report.

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

#### **A. Minutes – July 23, 2013 Special Commission Meeting Minutes**

Mayor Dietch had corrections to Item 6 - Employee Educational Assistance to change "all voted to accept the no" to "motion carried to accept the no vote 3-1 with Mayor Dietch voting in opposition."

Item 8 – ERP Project Management change to "motion carried 4-0" from motion carried 4-1."

August 5, 2013 Special Commission Meeting Minutes

August 13, 2013 Regular Commission Meeting Minutes

Commissioner Olychk had a correction to item 6 Consent Agenda items pulled which should be changed to "Vice Mayor Karukin made a motion to approve the pulled items from the consent agenda. The motion received a second from Commissioner Graubart (not Commissioner Olychk.)"

#### **B. Budget to Actual Summary as of June 30, 2013 – Donald Nelson, Finance Director**

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

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

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

**F. Committee Reports** – Michael P. Crotty, Town Manager (*Note: Vice Mayor Karukin has requested that Committee minutes appear on the Consent Agenda. The most recent approved minutes have been included*)

- July 15, 2013 Parks and Recreation Committee Minutes
- July 25, 2013 Planning and Zoning Board Minutes

**G. Florida Department of Transportation (FDOT) Sidewalk Café Lease Agreement (Revision) – Duncan Tavares, TEDACS Director**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA REQUESTING THAT THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) GRANT THE TOWN A PUBLIC PURPOSE LEASE ON A1A/HARDING AVENUE FROM 94<sup>RD</sup> STREET TO 96<sup>TH</sup> STREET, WHERE THE TOWN PROPOSES TO ISSUE PERMITS FOR SIDEWALK CAFES; AUTHORIZING TOWN OFFICIALS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE TERMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Item was adopted on consent.

**H. Approval for Payment of Emergency Repairs to the A/C Units at Town Hall to Smart Air Systems Inc. – Joseph Kroll, Public Works Director**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, RATIFYING AFTER THE FACT THE EXPENDITURE TO SMART AIR SYSTEMS, INC. IN THE AMOUNT OF \$9,459.00 FOR THE EMERGENCY REPAIR OF THE CENTRAL AIR CONDITIONING UNITS LOCATED AT TOWN HALL; PROVIDING FOR APPROVAL; PROVIDING FOR AN EFFECTIVE DATE.**

Item was adopted on consent.

**I. Fiber Optic Cable – Daniel Dietch, Mayor Page 108-110**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA (TOWN) AFFIRMING SUPPORT FOR THE INSTALLATION OF FIBER OPTIC CABLE FOR PUBLIC USE IN THE FLORIDA EAST COAST RAIL CORRIDOR; URGING ALL MUNICIPALITIES OF MIAMI-DADE COUNTY TO SUPPORT THE INSTALLATION OF FIBER OPTIC CABLE FOR PUBLIC USE IN THE FLORIDA EAST COAST RAIL CORRIDOR; PROVIDING FOR APPROVAL AND AUTHORIZATION; PROVIDING FOR AN EFFECTIVE DATE.**

Item was adopted on consent.

**J. Constitution Week Proclamation – Mayor Daniel Dietch**

Item was adopted on consent.

**K. Childhood Cancer Awareness Month Proclamation – Mayor Daniel Dietch**

Item was adopted on consent.

**L. Golden Veterans Parade 50<sup>th</sup> Anniversary Commemoration – Mayor Daniel Dietch**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA (“TOWN”); EXPRESSING SUPPORT FOR THE NOVEMBER 8, 2013 MIAMI-DADE COUNTY MILITARY AFFAIRS BOARD “GOLDEN VETERANS PARADE 50TH ANNIVERSARY COMMEMORATION” COMMEMORATING THE 50TH ANNIVERSARY OF THE VIETNAM WAR; PROVIDING FOR AUTHORIZATION; PROVIDING FOR AN EFFECTIVE DATE.**

Item was adopted on consent.

**4. Ordinances**

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

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

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

**B. First Reading Ordinances**

- 1. Ordinance Amending Future Land Use Element of the Comprehensive Plan – Nancy E. Stroud, Esq., Special Land Use Counsel [SET FOR TIME CERTAIN AT 8:00PM]**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE FUTURE LAND USE ELEMENT OF THE TOWN OF SURFSIDE COMPREHENSIVE PLAN BY AMENDING POLICY 1.1 TO DELETE PUBLIC SCHOOLS AS A USE IN POLICY 1.1 MODERATE DENSITY RESIDENTIAL/TOURIST LAND USE CATEGORY; ADDING POLICY 10.6 TO PROVIDE FOR LAND DEVELOPMENT REGULATIONS THAT ALLOW REASONABLE RELIEF FOR RELIGIOUS USES AND MAP FLU-8; PROVIDING A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Clerk Sandra Novoa read the title of the ordinance.

Special Land Use Counsel Nancy E. Stroud presented the item.

Vice Mayor Karukin made a motion for discussion purposes. The motion received a second from Commissioner Kligman

Public Speaker Mr. Pieter Bakker spoke against the ordinance.

Public Speaker Mr. Andrew Tobin asked for a postponement of six months as there is a litigation procedure in process.

Commissioner Kligman asked if the town was part of the litigation and if there were other liabilities involved. Commissioner Graubart would like to see the provisions separated as he sees a problem with Provision 2.

Mayor Dietch asked if Good and Welfare be deferred as it was scheduled for 8:15 p.m. Commissioner Graubart made a motion to defer Good and Welfare till after this item. The motion received a second from Vice Mayor Karukin and all voted in favor.

Vice Mayor Karukin asked if it were possible to approve without Provision 2 included. Counsel Stroud does not recommend that as the land development regulations are not consistent with the comprehensive plan and this proposal may correct that.

After some discussion Commissioner Kligman made a motion to accept. The motion received a second from Commissioner Olchyk. The motion carried 3-2 with Commissioner Graubart and Vice Mayor Karukin voting in opposition.

Commissioner Olchyk stated although she is not comfortable with the item she voted yes to go along with the recommendations of the attorneys. Mayor Dietch explained why he voted yes and felt it was in the best interest of the community and there has to be some remedy to the inconsistencies in some of the town ordinances.

**2. Veterinary Clinics – Sarah Sinatra, Town Planner**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 “ZONING” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES AND SPECIFICALLY AMENDING SECTION SEC. 90-41(d) “REGULATED USES” ADDING VETERINARY OFFICE AS A CONDITIONAL USE; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Clerk Sandra Novoa read the title of the ordinance.

Town Planner Sarah Sinatra presented the item to the Town Commission with a slide presentation and staff recommendation.

Vice Mayor Karukin made a motion to approve and the motion received a second from Commissioner Kligman for discussion purposes only.

Commissioner Graubart left the meeting at 9:12 p.m due to illness.

**Public Discussion**

Orit Mimoun (on behalf of Key Realty), Janet Schichman (on behalf of Sally and Mike Kennedy), Henry Stevens, Beth Lugo, Walter Javier, Kenny Stowe, Jessica Lewison, David Carmona, Walter Lugo, Joanna Huffman, Reesa Greenstein all spoke in favor of the vet clinic. David Carmona, DVM presented a petition of over 50 residents who are in favor. Dr. Garry Curson, had some concerns and requested more information as the proposed clinic may be his neighbor.



Vice Mayor Karukin thanked all for attending and said he was in favor of the item and felt it would be a good mix to the downtown district. Commissioner Kligman also in favor of the item but would like certain safeguards put in place and how it would be monitored. Town Planner Sinatra went through each of the conditions of the ordinance and special language could be put in the ordinance to safeguard against annoyances. The subject of grooming was also discussed perhaps with some limitations such as patrons cannot utilize the clinic just for grooming services. Mayor Dietch spoke about the downtown business district and how we need to look at our zoning codes in order to generate new business coming in. The Mayor is in favor as he sees this as a benefit to the community. Mayor Dietch suggested some language modifications to the ordinance. After some further discussion regarding conditional usage and compliance issues, Commissioner Kligman seconded the motion for approval. The motion carried 4-0 with Commissioner Graubart absent.

## **5. Resolutions and Proclamations**

*(Set for approximately 8:30 p.m.) (Note: Depends upon length of Good and Welfare)*

### **A. Community Rating System Consultant CRS Max – Rosendo Prieto, Building official**

**A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING THE TOWN ADMINISTRATION TO RETAIN COMMUNITY RATING SYSTEM MAX CONSULTANTS (CRS MAX), INC. TO ASSIST THE TOWN IN REESTABLISHING ITS PARTICIPATION IN THE NATIONAL FLOOD INSURANCE PROGRAM'S COMMUNITY RATING SYSTEM; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO EXECUTE AN AGREEMENT FOR RETENTION OF CRS FOR CONSULTING SERVICES; AUTHORIZING THE APPROPRIATION AND EXPENDITURE FROM THE 2013/2014 FISCAL YEAR BUDGET NOT TO EXCEED \$15,000 FROM THE BUILDING SERVICES DEPARTMENT IN THE GENERAL FUND; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Chief Building Official Rosendo Prieto presented the item to the Town Commission.

Vice Mayor Karukin made a motion to discuss. The motion received a second from Commissioner Olchyk.

Commissioner Olchyk was very firm in her opposition to this item as she indicated that money had been spend three times prior with the assurance that this would be completed and it has not been accomplished. Commissioner Kligman agreed and asked how much had been spent and Town Planner Crotty estimated it was about \$40,000. Competitive bidding was discussed and Town Manager Crotty stated due to the necessity to get this resolved in order to get back into the program they did not use competitive bidding and felt help was needed to get this

resolved. Vice Mayor Karukin also expressed some concerns although he will vote in favor.

Vice Mayor Karukin made a motion to approve and the motion received a second from Mayor Dietch. Voting was a tie (status quo) with Commissioners Olchyk and Kligman in opposition with Commissioner Graubart absent. The item may be discussed again at the next meeting.

**B. Five Year Parks and Recreation Capital Plan – Tim Milian, Parks and Recreation Director**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA (“TOWN”) ACCEPTING THE PARKS AND RECREATION DEPARTMENT FIVE-YEAR CAPITAL PLAN; APPROVING THE PRIORITIES SET WITHIN THE CAPITAL PLAN; AND AUTHORIZING THE TOWN MANAGER TO TAKE NECESSARY ACTION TO COLLECT VOLUNTARY PROFFERS ASSOCIATED WITH THE CAPITAL PLAN; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Commissioner Kligman and Mayor Dietch thanked Tim Milian for doing a good job and an excellent presentation.

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

**C. Awning and Sign Code Update – Sarah Sinatra, Town Planner**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA (“TOWN”) APPROVING CALVIN-GIORDANO & ASSOCIATES, INC. (CGA) WORK AUTHORIZATION NO. 73 (UPDATING AWNINGS AND SIGN CODE, CGA PROPOSAL NO. 13-5932) IN A TOTAL AMOUNT NOT TO EXCEED \$15,000; PROVIDING FOR AUTHORIZATION, PROVIDING FOR AN EFFECTIVE DATE.**

Town Planner Sinatra reintroduced the item. Town Manager Crotty spoke on the issue and said staff is recommending approval. Commissioner Kligman questioned why the item was brought back after having been voted down. Vice Mayor Karukin said he met with Planning and Zoning and goes along with their suggestion to approve. Vice Mayor Karukin made a motion to approve. The motion received a second from Mayor Dietch. Mayor Dietch indicated why he thought this was important to approve and said it would benefit the downtown district. The item remains status quo with Commissioner Olchyk and Commissioner Kligman in opposition with Commissioner Graubart absent.

**D. Authorization of Funding for FY 12/13 FEMA-NFIP Remedial Work –**  
Rosendo Prieto, Chief Building Official

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, RATIFYING AND APPROVING AN AFTER-THE-FACT EXPENDITURE OF \$30,260.00 FOR FY 2012/2013 FROM THE GENERAL FUND RESERVES TO THE BUILDING SERVICES DEPARTMENT IN THE GENERAL FUND TO RCW INTERIORS, LLC FOR THE REMEDIAL WORK ON PROPERTIES LOCATED AT 1220, 1236 AND 1355 BISCAYA DRIVE; PROVIDING FOR APPROVAL; PROVIDING FOR AN EFFECTIVE DATE.**

Chief Building Official Rosendo Prieto presented the item to the Town Commission.

Commissioner Olchyk stepped away from the dais due to a voting conflict. Vice Mayor Karukin made a motion to approve. Commissioner Kligman made a motion for discussion.

Commissioner Kligman will vote in favor but had an issue with the process followed and asked why these expenditures were not brought before the Commission for approval. Town Manager Crotty addressed Commissioner Kligman's concerns. Richard Iacobacci gave more insight into what has been accomplished to date. Commissioner Kligman asked what part of the responsibility belongs to the homeowner and what portion belongs to the town. Town Manager Crotty said in May after regular updates from Eddie Rojas it was informed that the town had made the decision to pay for the remedial action as the most expeditious and least costly way to move forward to get back into the discount program. Mayor Dietch expressed his views and believed the town is partially responsible for not giving proper oversight on these properties in the past.

Vice Mayor Karukin made a motion to approve. The motion received a second from Commissioner Kligman. The motion carried 3-0 with Commissioner Graubart and Commissioner Olchyk absent.

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

No one spoke during Good and Welfare.

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

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

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

**8. Unfinished Business and New Business**

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

- A. Awards, Presentations and Recognition Meetings** – Commissioner Joe Graubart  
Item deferred
- B. Town Commission “Liaison” “Ex-Officio”** – Commissioner Marta Olchyk  
Commissioner Olchyk presented the item.  
Vice Mayor Karukin thanked the Commission members for being liaisons on various committees and if appointed he will serve as liaison to the Charter Committee.  
Commissioner Kligman said it was very difficult to get someone for the Charter Review but was successful and nominated Terry Cohen to the Charter Review Board and nominated Louisa Agresti to Parks and Recreation
- C. Comparison of Code Compliance Processes “Notice of Violation” vs. “Civil Citation” for Enforcement of Town Code** – Joe Damian, Code Compliance Director  
Code Compliance Director Joe Damien presented the report to the Town Commission. After some research Director Damien presented two options in issuing violation notices as well as the current process being used. Timeframes have to be determined as to how long the violator has to comply before penalties are issued as well as how far the Administration is willing to go to see it resolved. Commissioner Olchyk stated there should not be exceptions and a violator should be fined if not in compliance within the time allotted. Mayor Dietch requested Director Damien to prepare a framework to improve the civil violations notifications process and present it at the next Commission Meeting in October to be discussed and fine tune. Mayor Dietch also suggested Director Damien look at some of the older codes which may now be outdated.
- D. Town Manager Performance Evaluation** – Mayor Daniel Dietch  
Mayor Dietch presented the item. The evaluation will be done in November as a new form will be used and sent to the Commission for their feedback.  
Commissioner Kligman stated that it has been a pleasure to work with the Town Manager for the last six months and she is looking forward to complete his evaluations.  
Commissioner Olchyk agreed with Commissioner Kligman and looks forward to continuing working with him.  
Town Manager Michael P. Crotty said he would like to meet each Commission member individually after they have completed his evaluation and also suggested the evaluations be put on a public agenda so there could be a public dialogue also.



## 10. Adjournment

There being no further business to come before the Commission, the meeting adjourned at 11:00 p.m.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2013

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

Attest:

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



**Town of Surfside**  
**SECOND BUDGET HEARING**  
**TOWN HALL COMMISSION CHAMBERS**  
**9293 HARDING AVENUE**  
**MINUTES**  
**SEPTEMBER 26, 2013**  
**6:15 PM**

**1. Opening**

**A. Call to Order**

Mayor Dietch called the meeting to order at 6:17 P.M.

**B. Roll Call of Members**

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

**C. Pledge of Allegiance**

Chief David Allen led the Pledge of Allegiance

**2. Millage Rate**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, MIAMI-DADE COUNTY, FLORIDA, ADOPTING THE FINAL LEVYING OF A MILLAGE RATE AGAINST ALL TAXABLE REAL AND PERSONAL PROPERTY IN THE TOWN OF SURFSIDE, FLORIDA FOR THE FISCAL YEAR 2013-2014; AND PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Clerk Sandra Novoa read the title of the resolution.

Town Manager Michael Crotty presented the item. Finance Director Donald Nelson gave an overview of the proposed budget. Commissioner Graubart asked if the 5 year financial forecast will be put online for public access and Town Manager Michael Crotty said it was going online tomorrow. Commissioner Graubart asked Finance Director to explain the notice of proposed tax increase which appeared in the newspaper for the community to better understand.

Vice Mayor Karukin made a motion to approve the millage rate. The motion received a second from Commissioner Kligman. The motion carried 5-0.

**3. Public Comment**

There were no public comments.

**4. FY 13/14 Adjusted Budget Change Memo**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND ADOPTING THE FINAL ANNUAL BUDGET AND MAKING APPROPRIATIONS FOR THE FISCAL YEAR 2013-2014; ATTACHING A SUMMARY COPY OF SAID BUDGET MARKED EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE.**

Town Clerk Sandra Novoa read the title of the resolution.

Vice Mayor Karukin made a motion to accept the budget. The motion received a second from Commissioner Olchyk. The motion carried 5-0.

**5. Public Comment**

There were no public comments.

Mayor Dietch thanked the staff for putting this budget together as it is always exciting when the millage rate can be reduced while enhancing the level and quality of services.

**6. Adjournment**

There being no further business to come before the Commission, the meeting adjourned at 6:30 p.m.

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2013

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

Attest:

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



**Town of Surfside  
Town Commission and Planning and Zoning Board  
Special Meeting  
MINUTES**

**September 30, 2013**

**7 p.m.**

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

**A. Opening**

**B. Call to Order**

Mayor Dietch called the meeting to order at 7:02 P.M

The Mayor thanked his colleagues and the Planning and Zoning Board members for attending this special joint meeting. The Mayor also thanked the staff and in particular Town Planner Sarah Sinatra for putting together a very thorough analysis and background information for this meeting. Vice Mayor Karukin suggested the items approved be prioritized.

**1. GENERAL CODE MODIFICATIONS**

**a. Commercial Waste And Recycling Container Screening**

Town Planner Sinatra presented the item.

There was some discussion about unsightly refuse in the alleys and how something should be done to eliminate this problem. Chair Lindsay Lecour would like to see more greenery in the alleys. Commissioner Graubart suggested a friendly amendment be considered that along with the rules and regulations to add beautification. Town Manager Michael Crotty said they are looking into various container options and will present something at a later date.

Vice Chair Glynn made a motion to move forward and received a second from Board Member Castellanos with all members of Planning and Zoning voting in favor. Vice Mayor Karukin made a motion to approve the motion made by Planning and Zoning to move forward and received a second from Commissioner Kligman with all members of the Commission voting in favor.

Commissioner Graubart made a motion to go to item 1G followed by items 4-7. The motion received a second from Commissioner Kligman and all voted in favor.

**b. Parking Space Standards**

**1. Spaces** - Town Planner Sinatra presented the item. Commissioner Graubart suggested parking spaces be calculated by the number of bedrooms in a structure. P&Z Chair Lecour would like this looked into more carefully before expanding parking spaces.

Board Member Castellanos made a motion to move forward and have the Town Planner get back to Planning and Zoning. The motion received a second from Vice Chair Glynn with all members of Planning and Zoning voting in favor.

Commissioner Graubart made a motion to accept the motion made by Planning and Zoning to move forward. The motion received a second from Vice Mayor Karukin with all members of the Commission voting in favor.

**2. Parking Space Size** – No action taken

**c. Cargo Containers**

Town Planner Sinatra presented the item.

Vice Chair Glynn made a motion to move forward with direction to the staff to prepare modifications to not allow containers anywhere in Surfside specifically in the Business District. The motion received a second from Board Member Castellanos with all members of Planning and Zoning voting in favor. Commissioner Graubart made a motion to accept the motion made by Planning and Zoning. The motion received a second from Commissioner Kligman with all members of the Commission voting in favor.

**d. Driveway material regulations**

Town Planner Sinatra presented the item.

There was discussion as to the type of materials used in driveways such as loose gravel and stamped concrete.

Vice Chair Glynn made a motion to move forward with direction to the staff to prepare an ordinance modifying the driveway requirements in Code Section 90-61 paving in front and rear yards in H30 and H40 Districts as recommended. The motion received a second from Board Member Dray with all members of Planning and Zoning voting in favor. Vice Mayor Karukin made a motion to accept the motion made by Planning and Zoning to move forward. The motion received a second from Commissioner Graubart with all members of the Commission voting in favor.

**e. Garage door clarification**

Town Planner Sinatra presented the item.

Vice Chair Glynn made a motion to move forward with direction to the staff to prepare an ordinance modifying Code Section 90-50.1 garage facades. The motion received a second from Board Member Castellanos with all members of Planning and Zoning voting in favor. Commissioner Graubart made a motion to accept the motion for discussion. The motion received a second by Vice Mayor Karukin.

Commissioner Graubart made a motion to accept the motion made by Planning and Zoning and received a second by Vice Mayor Karukin with all members of the Commission voting in favor.

**f. Satellite dishes**

There was some discussion as to placement of satellite dishes.

Vice Chair Glynn made a motion to move forward with direction to Town Planner Sinatra to look into this further. The motion received a second from Board Member Castellanos with all members of Planning and Zoning voting in favor. Commissioner Graubart made a motion to accept the motion by Planning and Zoning. The motion received a second by Commissioner Kligman with all members of the Commission voting in favor.

**g. Pyramiding Effects of Step Backs In The H120 District**

Town Planner Sinatra presented the item and said the item is on the agenda for further discussion at the Planning and Zoning Meeting scheduled for October 2, 2013. No action taken at this time.

**2. SUSTAINABILITY MODIFICATIONS**

**a. Residential Or Commercial Wind Turbine Regulations**

Town Planner Sinatra presented the item. Mayor Dietch said that many people are taking advantage of the incentives offered by upgrading to energy efficient methods and the town needs regulations put in place. Commissioner Graubart suggested we look at ordinances of other beachfront communities and that we look at hurricane ratings, if they have to be removed when a hurricane is forecasted, and how insurance companies weigh in.

Vice Chair Glynn made a motion to move forward with direction to staff to prepare an ordinance creating requirements to regulate wind turbines. The motion received a second from Board Member Dray with all members of Planning and Zoning voting in favor. Commissioner Graubart made a motion to accept the motion of Planning and Zoning with a friendly amendment to make sure they are hurricane rated. The motion received a second by Vice Mayor Karukin with all members of the Commission voting in favor.

**b. Solar Panel Regulations**

Town Planner Sinatra presented the item.

Board Member Castellanos made a motion with direction to staff to prepare an ordinance to regulate solar panels. The motion received a second from Vice Chair Glynn with all members of Planning and Zoning voting in favor. Vice Mayor Karukin made a motion to accept the motion by Planning and Zoning to move forward and received a second by Commissioner Kligman with all members of the Commission voting in favor.

**c. Car Charging Station Regulations**

Town Planner Sinatra presented the item.

Vice Chair Glynn made a motion to move forward with direction to staff to prepare an ordinance creating requirements to regulate electric vehicle charging station. The motion received a second from Board Member Dray with all members of Planning and Zoning voting in favor. Commissioner Graubart made a motion to accept the motion made by Planning and Zoning with a friendly amendment that staff present what other communities have done. The motion received a second by Vice Mayor Karukin with all members of the Commission voting in favor.

**3. BUILDING CODE CLARIFICATION**

**a. As Built Reviews For Residential Projects**

Town Planner Sinatra presented the item.

Building Official Ross Prieto gave an update on the item and addressed some of the questions the panel had. Mayor Dietch had concerns that some of the same mistakes are being made. Planning and Zoning Chair Lecour suggested they review this further especially the item of streetscape vision.

Vice Chair Glynn made a motion to place the item on the Planning and Zoning agenda for further discussion as to what can be planted in the right of way. The motion received a second from Board Member Castellanos with all members of Planning and Zoning voting in favor. No action taken by the Commission.

**b. Interpretation Of Base Flood Elevation For The H120 District**

Building Official Ross Prieto presented the item.

Vice Chair Glynn made a motion that the item be brought back to the Planning and Zoning Board for further review. The motion received a second from Board Member Dray and all voted in favor. No action taken by the Commission.

#### **4. DENSITY PAGE**

Town Planner Sinatra presented the item explaining net vs. gross density calculations. Florida State Statute indicates that gross is the method for calculating density. The zoning code does not have a calculation for density for either net or gross as it always fell onto the Comprehensive Plan which follows the Florida Statute using gross. If the town wishes to utilize net then the comprehensive plan needs to be amended to reflect that the density shall be measured by net. Special Land Use Counsel Nancy E. Stroud gave a more detailed explanation of the issue. Unity of title was also discussed.

Board Member Jennifer Dray made a motion to move forward with moving from gross to net, review the unity of title, and review the number of units per acre. The motion received a second from Vice Chair Glynn with all members of Planning and Zoning voting in favor. Commissioner Graubart made a motion to approve the motion made by Planning and Zoning. The motion received a second from Vice Mayor Karukin with all members of the Commission voting in favor.

#### **5. FLOOR AREA RATIO (FAR)**

Town Planner Sinatra presented the item stating the zoning plan currently does not have any code relating to floor area ratio. However, the comprehensive plan does but only for the downtown district, recreation district and parking but none for residential or hotels. Vice Mayor Karukin spoke on the issue and expressed his concerns on massing. The panel reviewed some graphics and drawings that were handed out. Special Land Use Counsel Nancy E. Stroud addressed some questions the panel had. There was some discussion as to which districts are in review, as well as open spaces, plazas, and massing.

Board Member Carli Koshal made a motion to move forward with the consideration to include minimum open spaces and walkways in the H30 and H40 Districts and in addition a walkway to connect the walks. The motion received a second from Vice Chair Glynn with all members of Planning and Zoning voting in favor. Commissioner Graubart made a motion to accept the recommendation made by Planning and Zoning. The motion received a second from Commissioner Olchyk with all members of the Commission voting in favor.

#### **6. EXPANSION OF THE BUSINESS DISTRICT ONE BLOCK SOUTH**

Town Planner Sinatra presented the item. The panel had some questions and asked for clarification regarding “intensity vs. density” (FAR). The Town Planner explained that in



order to process this change, a land use amendment, a rezoning and potentially a referendum would need to be completed. Commissioner Graubart mentioned all the construction now in process and felt the timing of this issue was wrong. Planning and Zoning Chair Lecour was in disagreement with Commissioner Graubart. Public Speaker, Eli Klinger a developer, spoke favorably on the issue and felt expanding the district for small businesses would be beneficial to the town. Mayor Dietch suggested we look at this more closely and see how or if this could benefit the town. Town Manager Crotty said there is mixed reaction from the public on this issue and needs further review.

Vice Chair Glynn made a motion to bring this item back to the Planning and Zoning Board for further discussion. The motion received a second from Board Member Dray. with all members of Planning and Zoning voting in favor.

No motion was made by the Commission.

**7. DISCUSS AND RESOLVE ISSUE ON HOW TO PROCEED WITH SIGN/AWNING CODE REVISIONS**

Town Manager Crotty presented the item. Commissioner Kligman indicated that the item had come before the Commission twice before and was voted down both times and expressed concerns about the CGA contract. The question which needs to be addressed is to who will be paying for this and who is responsible as we have a contract with CGA. Planning and Zoning Chair Lecour explained the issues P&Z Board faces when application is made as there is no clear code in place and is asking the Commission to once again reconsider. Commissioner Olchyk indicated the town cannot spend any more money on this and her concerns about the issue coming forth again. She suggested that we look into other ways and possibly have the town attorney look into it. Vice Chair Glynn explained the issue has been ongoing for years and something should be done and help is needed from the Commission. There was much discussion on the issue.

No action from Planning and Zoning Board

Commissioner Graubart made a motion to defer the item until the October 8, 2013 Commission Meeting and get back to Planning and Zoning to address a sign ordinance. The motion received a second from Commissioner Olchyk. Motion passed with Mayor Dietch and Vice Mayor Karukin voting in opposition.

**Attachments:**

1. Commissioner Graubart's Exhibit (Cover memo and back-up)
2. Zoning Code Feedback Forms
3. Grand Beach Hotel Powerpoint
4. Massing & Zoning Discussion Memo (April 3, 2013)
5. 94<sup>th</sup> Street Lot Analysis
6. Frontage Memo

**8. Additional Items for Discussion from the Town Commission and/or the Planning and Zoning Board.**

Vice Mayor Karukin made a motion that an Action Plan be brought back to the Commission. The motion received a second from Commissioner Kligman.

**9. Public Comments – no public comments**

**10. Adjournment**

There being no further business to come before the Commission and Planning and Zoning Board, the meeting adjourned at 10:21 p.m.

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
Daniel Dietch, Mayor  
Attest:

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



**Town of Surfside  
Town Commission Meeting  
MINUTES  
October 8, 2013  
7 p.m.**

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

**1. Opening**

**A. Call to Order**

Mayor Dietch called the meeting to order at 7:01 p.m.

**B. Roll Call of Members**

Recording Clerk Jenorgen Guillen called the roll with the following members present: Mayor Dietch, Vice Mayor Karukin, Commissioner Kligman, Commissioner Olchyk and Commissioner Graubart.

**C. Pledge of Allegiance**

Lieutenant Jay Matellis led the Pledge of Allegiance

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

Commissioner Graubart expressed his concerns regarding the pace of construction and the disruption it is causing to the community. He listed several ongoing projects which may take up to two years to complete and feels the administration should review these concerns and prepare for better options before permitting future development. Vice Mayor Karukin wished his father a Happy Birthday,

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

Town Manager Crotty linked items 9C and 9I relating to code items.

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

Mayor Dietch announced the upcoming community events which can be found on the Town's website. Mayor Dietch thanked staff for moving things forward as meetings can be seen live on the web as well as the local television channel. The Mayor also gave an update on some of the projects in progress.

Commissioner Graubart gave an update of the Tourist Board meeting which can be reviewed on the Town's website.

**G. Recognition of Anthony R. Napoleon – Mayor Daniel Dietch**

Mayor Dietch thanked Anthony Napoleon of Lukes Landscaping for helping the Town with the dog park and especially for his creativity in providing a water fountain for the animals. Resident Ann Findlay presented Mr. Napoleon with an award of recognition.

**H. Recognition of Irina Mocanu -**

Code Compliance Officer Joe Damien recognized Irina Mocanu who did an outstanding job as an intern in his department. Ms. Mocanu is a student at FIU pursuing her Master's degree. On behalf of the Town, Mayor Dietch thanked Ms. Mocanu for her service.

**I. Officer of the Month of August – Sergeant Patrick McKenna, Detective Marian Valino and Detective Alejandro Llorente –** David Allen, Chief of Police presented Sgt. Patrick McKenna, Detective Marian Valino and Detective Alejandro Llorente with the Officer of the Month of August award.

**J. Officer of the Month of September – Sergeant Patrick McKenna, Officer Edward Carrasquillo and Officer Carol Sawaya -** Chief of Police David Allen presented Sgt. Patrick McKenna, Officer Edward Carrasquillo, and Officer Carol Sawaya with the Officer of the Month of September award.

**K. Police Civilian of the Month of September – Parking Enforcement Team – Elinor Joseph, Andrea Smith-Bustillo, Alain Acosta, Willie Perez, Angel Melendez and Josue Castro –** David Allen, Chief of Police presented Elinor Joseph, Andrea Smith-Bustillo, Alain Acosta, Willie Perez, Angel Melendez and Josue Castro with the Police Civilian of the Month award for September.

**2. Quasi-Judicial Hearings**

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

Commissioner Graubart pulled items 3E page 27; 3B page 21 and item 7 page 39.  
Commissioner Karukin pulled items A8 page 13, C3 page 18, F1a page 27 and 3E page 37. Mayor Dietch pulled item 7 page 12 Point of Light.

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

**A. Minutes –** September 9, 2013 First Budget Hearing Meeting Minutes

**B. Budget to Actual Summary as of July 31, 2013 –** Donald Nelson, Finance Director  
**Page 4-6**

Items 3B page 21 – Commissioner Graubart - Items deferred

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

Item A8 page 13 - Vice Mayor Karukin - Several requests to have the turtles back on the beach. Item to be put on the next agenda.

C3 page 18, - Vice Mayor Karukin – item deferred

F1a page 27 – Vice Mayor Karukin - Question if item is listed correctly under Town Attorney, Mayor said yes.

Item 7 page 12 – Traffic Signalization - Mayor Dietch - He requested from the Town Manager that there be no delay in traffic signal improvements while working on this project.

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

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

Item 3E page 27 - Commissioner Graubart - Items deferred

Item 7 page 39 – Seawall - Commissioner Graubart - Chris Giordano gave an update of the Seawall Project.

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

- June 3, 2013 Tourist Board Meeting Minutes

- June 4, 2013 Pension Board Meeting Minutes

- June 24, 2013 DVAC Meeting Minutes

- August 5, 2013 Tourist Board Meeting Minutes

**G. Florida Water and Land Legacy Amendment** – Mayor Daniel Dietch

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA (“TOWN”); ENDORSING AND ENCOURAGING SUPPORT OF THE FLORIDA WATER AND LAND CONSERVATION AMENDMENT, WHICH WOULD DEDICATE FUNDS TO ACQUIRE AND RESTORE FLORIDA CONSERVATION AND RECREATION LANDS; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Approved on consent.

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

#### **4. Ordinances**

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

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

1. **Veterinary Clinics** – Sarah Sinatra, Town Planner

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 “ZONING” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES AND SPECIFICALLY AMENDING SECTION SEC. 90-41(d) “REGULATED USES” ADDING VETERINARY OFFICE AS A CONDITIONAL USE; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.**

Recording Clerk Jenorgen Guillen read the title of the ordinance.

Sarah Sinatra, Town Planner presented the item and said modifications have been made to the ordinance as directed by the Commission and are recommending approval.

Vice Mayor Karukin made a motion to discuss and the motion was seconded by Commissioner Graubart.

Dr. Joel Beth Navratik, veterinarian, said she was denied opening a practice several years ago and the item as presented with restricted distance requirements of 600 feet is unfair and would make it almost impossible for more than one such service to open. One application has already been submitted by Dr. Carmona.

Commissioner Graubart expressed his views and said he was not in favor of veterinary clinics for downtown and would prefer more restaurants, bars, and other types of businesses that attract more tourism. However, he feels the ordinance as stands is unfair and suggested a friendly amendment to the ordinance to change the distance requirements to 400 feet.

The Commission discussed distance requirements as there are no limitations placed on other types of businesses.

A motion was made by Vice Mayor Karukin to approve the ordinance as is. There was no second and the motion did not move forward.

A motion was made by Commissioner Kligman to accept with the amendment to change the distance requirements to 400 feet. The motion received a second from Commissioner Olchyk and the motion passed 4-1 with Commissioner Graubart voting in opposition.

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

## **B. First Reading Ordinances**

### **1. Capital Improvement Element Update – Sarah Sinatra, Town Planner**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ADOPTING THE 2013 ANNUAL UPDATE TO THE CAPITAL IMPROVEMENTS ELEMENT WITHIN THE TOWN'S COMPREHENSIVE PLAN IN ACCORDANCE WITH SECTION 163.3177, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY AND CONFLICT; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.**

Recording Clerk Jenorgen Guillen read the title of the ordinance. Sarah Sinatra, Town Planner, presented the item.

A motion was made by Commissioner Graubart to discuss. The motion received a second by Commissioner Olchyk and all voted in favor.

Mayor Dietch made a motion to approve and received a second from Vice Mayor Karukin. Motion carried 4-1 with Commissioner Kligman absent for the vote.

## **2. Construction Fence - Sarah Sinatra, Town Planner**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 "ZONING" AND SPECIFICALLY AMENDING SECTION 90-56.1.B. "CONSTRUCTION FENCING" OF THE TOWN OF SURFSIDE CODE OF ORDINANCES TO PERMIT CONSTRUCTION FENCING MATERIALS; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.**

Recording Clerk Jenorgen Guillen read the title of the ordinance.  
Sarah Sinatra, Town Planner presented the item.

A motion was made by Commissioner Graubart to accept with discussion purposes. The motion received a second by Vice Mayor Karukin and all voted in favor.

Building Official, Ross Prieto gave an update and a more detailed description of the item. Commissioner Graubart made a suggestion that viewing portals be added so the public can view the construction in progress.

A motion was made by Vice Mayor Karukin to approve and received a second by Commissioner Olchyk and all voted in favor. Mayor Dietch indicated that the Commission is also looking for viewing portals.

## **5. Resolutions and Proclamations**

*(Set for approximately 8:30 p.m.) (Note: Depends upon length of Good and Welfare)*

**A. Tennis Center Lighting and Tennis Center Renovations – Tim Milan, Parks and Recreation Department Director**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE TOWN TO ENTER INTO AN AGREEMENT WITH FAST-DRY COURTS, INC. AND THE TOWN OF SURFSIDE PIGGYBACKING OFF THE COMPETITELY BID CONTRACT AWARDED BY MIAMI BEACH, FLORIDA;**

**AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO DO ALL THINGS NECESSARY TO IMPLEMENT THE TERMS OF THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.**

Tim Milan, Parks and Recreation Department Director presented the item and addressed the questions from the Commission.

A motion was made by Vice Mayor Karukin to approve and received a second by Commissioner Kligman and all voted in favor.

**AND**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE TOWN TO ENTER INTO AN AGREEMENT WITH MUSCO SPORTS LIGHTING, LLC AND THE TOWN OF SURFSIDE PIGGYBACKING OFF THE COMPETITELY BID CONTRACT AWARDED BY CLAY COUNTY; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO DO ALL THINGS NECESSARY TO IMPLEMENT THE TERMS OF THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.**

Tim Milan, Parks and Recreation Department Director presented the item and addressed the questions from the Commission.

A motion was made by Vice Mayor Karukin to approve the contract and received a second by Commissioner Olchyk and all voted in favor.

**B. Resolution Establishing Surfside Charter Review Board –Vice Mayor Michael Karukin**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ESTABLISHING THE TOWN OF SURFSIDE CHARTER REVIEW BOARD; PROVIDING FOR RULES AND PROCEDURES; PROVIDING FOR AUTHORIZATION AND PROVIDING FOR AN EFFECTIVE DATE.**

Vice Mayor Michael Karukin presented the item.

Vice Mayor Karukin made a motion to accept the Charter Review Board as amended in Section 2. The motion received a second from Commissioner Olchyk and all voted in favor.

Commissioner Kligman made a motion to accept the appointment of Vice Mayor Karukin to the Charter Review Board. The motion received a second from Commissioner Olchyk and all voted in favor.



**C. Town Attorney Agreement – Commissioner Michelle Kligman**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPOINTING LINDA MILLER AS TOWN ATTORNEY; APPROVING THE EMPLOYMENT AGREEMENT BETWEEN LINDA MILLER AND THE TOWN OF SURFSIDE ATTACHED HERETO AS EXHIBIT “A”; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.**

Commissioner Michelle Kligman presented the item.

A motion was made by Commissioner Graubart to accept the contract and received a second by Commissioner Olchyk. All voted in favor.

**D. Employee Health Insurance Broker and Contract Renewal for FY 2013-2014 – Donald Nelson, Finance Director [SET FOR TIME CERTAIN AT 8:35 PM]**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, AUTHORIZING THE WAIVER OF THE COMPETITIVE BIDDING PROCESS AND APPROVING A CONTRACT, NOT TO EXCEED TWENTY-FOUR THOUSAND DOLLARS (\$24,000), WITH ADAMS BENEFIT, INC. TO BE THE INSURANCE BROKER FOR ALL OF THE TOWN’S SERVICES RELATED TO EMPLOYEE HEALTH, DISABILITY, LIFE, DENTAL, AND OTHER RELATED BENEFITS PROGRAMS; WITH SERVICES TO CONTINUE UNTIL A SUBSEQUENT RFQ FOR THE SAME SERVICES IS ISSUED AND AWARDED; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO DO ALL THINGS NECESSARY TO EXECUTE AN AGREEMENT WITH ADAMS BENEFIT, INC; AND PROVIDING FOR AN EFFECTIVE DATE.**

Finance Director Donald Nelson began giving an overview of the resolution and indicated this was not a change in insurance plans but only in insurance broker.

Commissioner Kligman made a motion to take a five minute break as Finance Director Nelson became ill. The motion received a second from Vice Mayor Karukin and all voted in favor.

Mayor Dietch called the meeting back to order and said 911 had been called as a member of the staff became ill and needed medical assistance.

Human Resources Director Yamileth Slate-McCloud continued with an overview of the item and the recommendation is to change the insurance broker to Adams Benefit.

Vice Mayor Karukin made a motion for discussion purposes and received a second from Commissioner Graubart.

Town Manager Crotty gave input as to proposals received and how the staff looked into alternate proposals. The current broker was given an opportunity to come back with alternative options and after several email communications, Stan Bershad (current broker), said there were no other options to reduce costs. At that time the Town Manager felt a change was needed. Commissioner Olchyk said she had concerns about the change but after reviewing the item more thoroughly she was comfortable with understanding the situation.

Mr. Bershad explained his position and how he has worked successfully for the city for many years and wishes to continue working for the city and suggested they get together again to look at other plans. Mr. Bershad also said there has been a miscommunication between him, the Town Manager, and the Director of Human Resources. Town Manager Crotty said at the September 18<sup>th</sup> meeting he specifically said he was disappointed as there was no analysis presented and directed Mr. Bershad to go back and identify a reduction in cost as a 17% increase was unacceptable. Human Resources Director Yamileth Slate-McCloud indicated that she has not received the proper health care support from the current agent regarding health reform issues.

Commissioner Olchyk made a motion to accept the change of broker to Adams Benefit. The motion received a second from Vice Mayor Karukin and the motion passed 4-1 with Mayor Dietch voting in opposition.

**E. Community Rating System (CRS) Consultant CRS Max Consultants, Inc.**  
– Rosendo Prieto, Building Official

**A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA  
AUTHORIZING THE TOWN ADMINISTRATION TO RETAIN  
COMMUNITY RATING SYSTEM MAX CONSULTANTS (CRS MAX),  
INC. TO ASSIST THE TOWN IN REESTABLISHING ITS  
PARTICIPATION IN THE NATIONAL FLOOD INSURANCE  
PROGRAM'S COMMUNITY RATING SYSTEM; AUTHORIZING THE  
TOWN MANAGER AND TOWN ATTORNEY TO EXECUTE AN  
AGREEMENT FOR RETENTION OF CRS FOR CONSULTING  
SERVICES; AUTHORIZING THE APPROPRIATION AND  
EXPENDITURE FROM THE 2013/2014 FISCAL YEAR BUDGET NOT  
TO EXCEED \$15,000 FROM THE BUILDING SERVICES DEPARTMENT  
IN THE GENERAL FUND; PROVIDING FOR AUTHORIZATION; AND  
PROVIDING FOR AN EFFECTIVE DATE.**

Rosendo Prieto, Building Official presented the item.

Vice Mayor Karukin made a motion to approve and the motion received a second from Commissioner Graubart.

Before the vote, Commissioner Olychk expressed her views that she was not in favor of spending more money on this item as we have hired consultants in the past with no resolution. Town Manager Crotty gave more insight into the issue and feels we need the expertise of a consultant to move forward. There was discussion that the initial investment will result in much savings to the Town and its residents.

A vote was taken and all voted in favor with Commissioner Olchyk voting in opposition.

A motion was made by Vice Mayor Karukin to extend the meeting one (1) hour. The motion received a second from Mayor Dietch. The extension was approved 3-2 with Commissioners Graubart and Olchyk voting in opposition.

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

Mayor Dietch opened the meeting to Good and Welfare.

Mr. Dennis Giordano representing the firm of Calvin, Giordano & Associates (CGA) spoke about some relationship concerns between the Town and his company.

After some discussion Commissioner Kligman made a motion to direct the Town Manager to prepare an analysis of current contracted services we have with CGA as well as related services such as planning, IT and the like, with a summary. The Town Manager is to also include the Administration's recommendations as to how to move forward. This should be presented to the Commission for review two weeks prior to the November Commission meeting. The motion received a second from Commissioner Graubart and all voted in favor.

There being no further speakers the Mayor closed Good and Welfare.

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

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

**8. Unfinished Business and New Business**

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

**A. Presentation of Final Bid Update – Terrel Fritz, RMA [SET FOR TIME CERTAIN AT 7:45 PM]**

Mr. Terrel Fritz gave an update with a slide presentation on the proposed business district update.

Vice Mayor Karukin had concerns regarding increased rents for businesses and Mr. Fritz explained the process if an increase was to be made. Vice Mayor Karukin indicated he had not seen any feedback from businesses or property owners and would like to hear their input before a vote. The Commission discussed having a straw vote to have a better understanding of where the business community stands on this issue.

Mayor Dietch paused the discussion to honor the timeline (8:15 p.m.) for Good and Welfare.

Public Speaker Myriam Colson representing Colson Investments spoke in favor of the issue and said the tenants she spoke with were also in favor. She also indicated how important it was to get the property and business owners to vote. Viviane Franca, a business owner, spoke in favor of the issue and said most business owners would vote in favor if better parking was addressed.

Vice Mayor Karukin made a motion to direct staff to meet with Mr. Fritz and create a report and plans for a straw ballot for the next Commission Meeting. The motion received a second from Commissioner Graubart and all voted in favor.

**B. Major Contracts, Bond Issues, Public/Private Partnerships and Loans to be reviewed by Miami Dade County Inspector General and/or Commission on Ethics – Commissioner Joe Graubart**

Commissioner Graubart gave an update of the item and suggested that major projects in excess of one million dollars be reviewed further by an outside independent source.

**C. Update on Hedge Sight Triangles (Corner Visibility) Issues (linked with D)**

Joe Damien, Code Compliance Director

Joe Damien, Code Compliance Director gave an overview of the item with a slide presentation and addressed questions of the Commission. An informal workshop on code compliance dealing with hedge site triangles will be scheduled for November. Residents involved will be notified of the workshop meeting.

**D. Dr. Grayson Street Naming – Sandra Novoa, CMC, Town Clerk**

Commissioner Olychk said she received an email from the family and said they do not want it. Item deferred

**E. Comprehensive Town Plan RFP – Commissioner Joe Graubart**

Commissioner Graubart spoke regarding sign and awning ordinance and perhaps put it out for bid. Mayor Dietch indicated that the Town should question how satisfied they are with the quality and level of service and if we are getting good value before we put out to bid. Town Manager Crotty said he will follow the

motion of the Commission as stated in Good and Welfare and come back with a report and recommendations.

**F. Resolution No. 12-2092 – Expenditures over \$8,500 – Commissioner Marta Olchyk**

Commissioner Olchyk presented the item. Commissioner Olchyk feels we should adhere to the Charter and the Commission should be consulted when expenditures exceed \$8,500. If there is an emergency a special meeting of the Commission should be called before action is taken.

Commissioner Olchyk made a motion that the Town Manager adhere to the Charter Resolution that when there is any expenditures over \$8,500 the Commission be consulted for approval. The motion received a second from Commissioner Kligman and all voted in favor.

**G. Food at Town Meetings – Commissioner Marta Olchyk**

Commissioner Olchyk made a motion there be a limited amount of \$100 for food at any one of the meetings. The motion did not receive a second. No action taken.

**H. Biscaya Drainage Options – Michael P. Crotty, Town Manager**

Town Manager Crotty gave an update. Bob McSweeney of CGA gave an overview of the Biscaya Drainage Options and listed the proposed three options for information purposes. The item will be brought back at a subsequent meeting with the Town's recommendation. Commissioner Graubart had concerns about the Town's Public Works Department doing this work but Commissioner Olchyk feels the Public Works Department should be given an opportunity to present its proposal.

**I. Matrix Comparing: "Notice of Violation" vs. "Civil Citation – (linked with 9C) - Joe Damien, Code Compliance Director**  
Discussion under item 9C.

**J. Parking Outreach – Michael P. Crotty, Town Manager**

Town Manager Crotty gave an update of the item. In order to assist in adding value to solving the problem Town Manager Crotty presented a three prong approach and asked the Commission to consider it for a vote.

Vice Mayor Karukin made a motion to approve the three requested actions as presented by Town Manager Crotty. The motion received a second from Commissioner Olchyk and the motion carried 4-1 with Commissioner Graubart voting in opposition.

**10. Adjournment**

There being no further business to come before the Commission, the meeting adjourned at 12:00 midnight.

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2013

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

Attest:

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

**TOWN OF SURFSIDE, FLORIDA  
MONTHLY BUDGET TO ACTUAL SUMMARY  
FISCAL YEAR 2012/2013**

AS OF

August 31, 2013

92% OF YEAR EXPIRED (BENCHMARK)

Agenda Item #

Page

1 of 3

Agenda Date:

November 12, 2013

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

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

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

**GENERAL FUND**

REVENUE	\$ 9,009,470 *
EXPENDITURES	9,339,035
Net Change in Fund Balance	(329,565)
Fund Balance-September 30, 2012 (audited)	5,266,374 A
Fund Balance-August 31, 2013 (Reserves)	<u>\$ 4,936,809</u>

\$11,198,285	80%
\$11,198,285	83%

**RESORT TAX (TEDAC SHARE)**

REVENUE	\$ 168,531 *
EXPENDITURES	243,113
Net Change in Fund Balance	(74,582)
Fund Balance-September 30, 2012 (audited)	171,496
Fund Balance-August 31, 2013 (Reserves)	<u>\$ 96,914</u>

\$304,661	55%
\$304,661	80%

B

**POLICE FORFEITURE/CONFISCATION**

REVENUE	\$ 32,825
EXPENDITURES	46,718
Net Change in Fund Balance	(13,893)
Fund Balance-September 30, 2012 (audited)	122,272
Fund Balance-August 31, 2013 (Reserves)	<u>\$ 108,379</u>

\$162,490	20%
\$162,490	29%

C

**TRANSPORTATION SURTAX**

REVENUE	\$ 175,806 *
EXPENDITURES	185,767
Net Change in Fund Balance	(9,961)
Fund Balance-September 30, 2012 (audited)	122,302
Fund Balance-August 31, 2013 (Reserves)	<u>\$ 112,341</u>

\$287,862	61%
\$287,862	65%

D

**CAPITAL PROJECTS**

REVENUE	\$ 310,351
EXPENDITURES	353,219
Net Change in Fund Balance	(42,868)
Fund Balance-September 30, 2012 (audited)	132,783
Fund Balance-August 31, 2013 (Reserves)	<u>\$ 89,915 E</u>

\$707,467	44%
\$707,467	50%

**NOTES:**

\* Many revenues for August, 2013 are received in subsequent months (timing difference) and are recorded on a cash basis in the month received.

A. Includes \$2,000,000 available for hurricane/emergencies. The balance of \$3,266,374 is unassigned fund balance (reserves).

B. Timing Difference - August Resort Tax revenues are received in September, 2013.

Total Resort Tax Revenues of \$461,510 were received thru June, 2013 (\$168,531 to TEDAC, \$292,979 to the General Fund).

C. Forfeiture revenue fluctuates widely.

D. Timing Difference - August, 2013 CITT revenues are received in October, 2013.

E. Capital Projects fund includes mobilization expense for the 95th Street End project. (awaiting developer's contributions)

<b>ENTERPRISE FUNDS</b>
-------------------------

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

**WATER & SEWER**

REVENUE	\$ 2,506,229	\$3,070,859	82%
EXPENDITURES	2,810,042	\$3,070,859	92%
Change in Net Assets	(303,813)		
Unrestricted Net Assets-September 30, 2012 (audited)	(2,949,483)		
Loan Proceeds *Subsequent to FY 2012 Close	7,339,928		
Restricted Net Assets-Renewal & Replacement	1,017,776		
Unrestricted Net Assets-August 31, 2013 (Reserves)	<u>\$ 5,104,408</u> F		
Capital Project Expenses to date for Water & Sewer	\$ 6,279,192	\$5,464,014	115%

**MUNICIPAL PARKING**

REVENUE	\$ 982,010	\$852,286	115%
EXPENDITURES	730,377	\$916,344	80%
Change in Net Assets	251,633		
Unrestricted Net Assets-September 30, 2012 (audited)	1,258,325		
Unrestricted Net Assets-August 31, 2013 (Reserves)	<u>\$ 1,509,958</u>		
Capital Project Expenses to date for Municipal Parking	\$ 397,878	\$451,188	88%

**SOLID WASTE**

REVENUE	\$ 937,255	\$1,267,303	74%
EXPENDITURES	1,087,439	\$1,267,303	86%
Change in Net Assets	(150,184)		
Unrestricted Net Assets-September 30, 2012 (audited)	228,437		
Unrestricted Net Assets-August 31, 2013 (Reserves)	<u>\$ 78,253</u>		

**STORMWATER**

REVENUE	\$ 459,450	\$505,000	91%
EXPENDITURES	362,625	\$505,000	72%
Change in Net Assets	96,825		
Unrestricted Net Assets-September 30, 2012 (audited)	(161,489)		
Restricted Net Assets-Renewal & Replacement	266,140		
Unrestricted Net Assets-August 31, 2013 (Reserves)	<u>\$ 201,476</u>		
FDEP Grant	986,000	\$512,500	192%
Capital Project Expenses to date for Storm Water	\$ 692,969	\$728,781	95%

**NOTES:(con't)**

F. The reserves balance of \$5,104,408 is the result of a change in current net assets as of August 31, 2013 of (\$303,812), net assets as of September 30, 2012 of (\$2,949,483), subsequent receipts of the State Revolving Loan payment #1 of \$4,151,234 and payment #2 of \$3,188,694 for a total of \$7,339,928, and \$1,017,776 for renewal and replacement.

The Unrestricted Net Assets as of August 31, 2013 of \$5,104,408 includes funds of \$651,144 for rate stabilization.



Donald G. Nelson, Finance Director



Michael P. Crotty, Town Manager

\*\*ATTACHMENT



**•Committed to Capital Project (Community Center)**



## Town of Surfside

### TOWN MANAGER'S REPORT November 2013

#### INDEX

#### **A. COMMUNITY PROGRAMS/INITIATIVES/ENHANCEMENTS**

1. Sister Cities	Page 1
2. Bullying Program	Page 1
3. Mt. Sinai Bus Route	Page 2
4. Joint Skate Park with City of Miami Beach	Page 2
5. MAST Academy – Miami-Dade County Public Schools Maritime and Science Technology Academy (FIU Biscayne Bay Campus)	Page 3
6. Town-wide Traffic Study Public Outreach	Page 4
7. Turtle Project – Art in Public Places	Page 4

#### **B. DOWNTOWN BUSINESS DISTRICT AND TOURISM**

1. Harding Avenue Streetscape	Page 5
2. Abbott and 94 <sup>th</sup> Street Lot Improvements	Page 6
3. Downtown Vision Project	Page 6
4. Sidewalk Ordinance Implementation	Page 7
5. Parking Structure Feasibility Study	Page 7
6. Five Year Tourism Strategic Plan	Page 7

#### **C. INFRASTRUCTURE AND UTILITIES**

1. 95 <sup>th</sup> Street End Project	Page 8
2. North Force Main/Building Better Communities Bond Program	Page 8
3. Water/Sewer/Storm Drainage Project & Collins Ave Force Main Project	Page 10
4. Seawall Project	Page 10
5. Beach Management	Page 10
6. Collins Avenue Sidewalk Utility Box Repairs	Page 11
7. Pedestrian Crosswalk at Harding Avenue and 96 <sup>th</sup> Street	Page 11
8. Town Hall Parking Lot(s) and Parking Solutions	Page 12
9. Community Center Expansion: Second Floor Addition	Page 13
10. Tennis Facility	Page 13
11. Biscaya Drainage	Page 14
12. Street Signs Replacement	Page 15

#### **D. PLANNING, ZONING AND DEVELOPMENT**

- |  |         |
|--|---------|
| 1. The Shul Project                      | Page 15 |
| 2. Tracking Development Orders           | Page 16 |
| 3. Massing and Zoning Discussion         | Page 16 |
| 4. Solar Panels and TV Antennas (Dishes) | Page 16 |

#### **E. TOWN COMMISSION**

- |                               |         |
|-------------------------------|---------|
| 1. Legislative Priorities     | Page 17 |
| 2. Charter Amendment Schedule | Page 17 |

#### **F. TOWN DEPARTMENTS**

- |  |         |
|--|---------|
| <b>1. Town Attorney</b>  |         |
| Options to Mitigate Inadequate Number of Parking Spaces at Multi-family Establishments along the Collins Avenue Corridor | Page 17 |
| <b>2. Building Department</b>  |         |
| a. FEMA National Flood Insurance Program   | Page 17 |
| b. Imaging Town Documents  | Page 18 |
| c. Forty Year Building Certification - Collins and Harding Avenues   | Page 18 |
| <b>3. Code Compliance Department</b>   |         |
| a. Code Compliance Priorities Workshop   | Page 19 |
| b. Residential Home Based Businesses   | Page 19 |
| c. Short Term Rentals  | Page 19 |
| d. Sight Triangle (Hedges) and Corner Visibility   | Page 20 |
| <b>4. Finance Department</b>   |         |
| a. Online Bill Pay   | Page 20 |
| b. Certificate of Use/Local Business Tax Receipt   | Page 20 |
| c. Tourist/Resort Tax Audit  | Page 21 |
| <b>5. Parks and Recreation</b>   |         |
| a. Beach Concessions   | Page 21 |
| b. Pool Tot Lot Repairs - Community Center   | Page 21 |
| <b>6. Public Works</b>   |         |
| Sidewalk Staining to Match Colors  | Page 22 |
| <b>7. Police Department (Parking Division)</b>   |         |
| Electric Car Charging Station  | Page 22 |



## **Town of Surfside**

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

### **TOWN MANAGER'S REPORT**

**November 2013**

#### **A. COMMUNITY PROGRAMS/INITIATIVES/ENHANCEMENTS**

##### **1. Sister Cities: Mayor Daniel Dietch**

Current Status: The concept of Surfside entering into Sister City relationships with other towns/cities was first discussed within the Administration due to the success of such programs in Surfside's neighboring communities of Miami Beach and Sunny Isles Beach. The idea was recently proposed at the August, 2013 Town Commission meeting by resident Peter Neville as an initiative the Tourist Board might consider given the advent of the revitalization of the Town's tourism economy. Becoming a Sister City (or Town Twinning) creates a broad-based relationship and partnership between two communities nationally or internationally. Traditionally this relationship requires a cooperative agreement between the two towns that often promotes cultural and commercial ties. Possible programs could be established with communities such as Newtown, CT, given the established relationship created by the gift of Ruth the Turtle, with those that have an historical tourism connection (i.e. Canada), as well as with towns based on the heritage of Surfside's population (e.g. those in Israel, Latin and South America). The Tourist Board endorsed the idea at their October 7, 2013 meeting but feels that it should be a collaborative effort with the Town Commission. This concept will come before the Commission for direction at a later meeting.

##### **2. Bullying Program: Commissioner Michelle Kligman**

Current Status: The bullying program was held on January 16, 2013 in the Community Center. The event consisted of an informative session that included an expert panel in the control of bullying with a question and answer session and a showing of the movie *Bully*. The event was a great success with approximately 100 people in attendance. Commissioner Kligman proposed a robust program that incorporates surrounding communities and the School Board to further this program. A resolution defining this effort was approved by the Town Commission during the February 12, 2013 Commission meeting. The resolution along with an outline for implementing the program was introduced to the Parks and Recreation Committee during their March 18, 2013 meeting. Summer camp staff received the bully training during the summer camp in-service training on June 8, 2013. The bully training program was held September 19, 2013 in the Community Center for full and part time staff. Staff will also work on holding a youth anti-bully program January 29, 2014 at 6:30 pm. Staff is at this time preparing an agenda for this program. The Parks and Recreation Committee was asked again to review the resolution and is preparing suggestions for an anti-bully policy to be presented to the committee for review in November 2013. This will be an ongoing process and updates will be provided monthly.

### 3. Mt. Sinai Bus Route: Commissioner Michelle Kligman

**Current Status:** Following the Town Manager and TEDACS Director meeting with the Jewish Community Services (JCS) team on May 30, 2013 regarding transportation options and related costs, JCS staff prepared a bus proposal. This information will be presented to the Town Commission in the FY 13/14 budget process. A subsequent meeting on June 24, 2013 explored further partnership options to mutually benefit Town residents and JCS clients. A Program Modification addressing transportation to Mount Sinai in conjunction with JCS has been included in the proposed FY 13/14 budget. In the interim, JCS conducted outreach meetings with all Police Department shifts to inform them of their services available to seniors. Being aware of the benefits of the Surf-Bal-Bay Program, police officers can pass on information to residents/seniors that they interact with during their daily community involvement/activities. The Town will continue to inform Surfside residents of the program through the Gazette. The FY 13/14 Adopted Budget includes up to \$7500 addressing this transportation need. The Town Manager met with JCS on a proposal that would address the request for a Mount Sinai route and also provide additional services to the Town's seniors. Staff will prepare a proposal for the Commission's consideration for the December 2013 meeting.

### 4. Joint Skate Park with City of Miami Beach

**Current Status:** Initial contact was made with Miami Beach officials on May 31, 2013 regarding a joint skate park project located south of the Tennis Center and discussions have begun with the Town's Parks and Recreation Committee. A meeting with Miami Beach officials and Town Representatives was held on July 11, 2013 and September 13, 2013. The meeting was positive in nature and Miami Beach is on board with the Town researching the possibility of building a skate park as a joint venture between Miami Beach and the Town of Surfside. At this time Miami Beach has a possible \$400,000 for the project along with the 2 lots of land. The project was presented to the Parks and Recreation Committee during the July 15, 2013 meeting and was supported by the Committee. Staff work on the project continues including finalizing a proposal for partnership with Miami Beach; options for park development and operation; and community outreach. Also, Bay Harbor Islands officials have expressed an initial interest in the skate park partnership and exploring possible participation. A meeting was held on September 13 with Miami Beach representatives (Assistant Manager and Recreation Director) to discuss the status of the project. They identified an additional site (the "log cabin" site approximately 5 blocks south of 87th Terrace lot) which they are also considering. Miami Beach staff will present skate park options at a Neighborhood meeting in mid-October. The idea of a joint skate park was reviewed by the Miami Beach Neighborhoods/Community Affairs Committee on October 28, 2013 and has been forwarded on to the Miami Beach City Commission for review.



Approximate 9000 sqft site identified as a possible location for a joint partnership with Miami Beach for developing a skate park located south of the Town's tennis facility (87<sup>th</sup> Terrace).

#### 5. MAST Academy – Miami-Dade County Public Schools Maritime and Science Technology Academy (FIU Biscayne Bay Campus)

Current Status: Miami-Dade County Public School District is currently in the process of finalizing the startup of a District operated secondary program in environmental sciences at the FIU Biscayne Bay Campus (3000 NE 151<sup>st</sup> Street, North Miami) for School Year 13/14.

Mayor Daniel Dietch and the Town Manager received a briefing on June 18, 2013 from County School District officials on the start-up of the Environmental Science Program and longer range plans to fund and permanently establish a facility. Commissioner Michelle Kligman also received a briefing from the Superintendent's Office on the proposal.

In a number of locations through the County, municipalities partner with the School District to invest in educational opportunities for its residents particularly as it relates to MAST academies. On September 9th, Surfside and Miami-Dade County School District will host an information meeting at Town Hall regarding the Environmental Sciences at Florida International University (FIU), located at 3000 NE 151 Street in North Miami. The meeting will take place in the Commission Chambers. The agenda and meeting information has been posted on the Town's website under Town News. Elected Officials and staff from Bal Harbour and Bay Harbor Islands were invited to attend the September 9th meeting to hear about this opportunity to expand educational opportunities for local students. The Commission has been provided with a written report on the September 9th Community meeting. An open house tour of the MAST Academy at FIU was held on October 17. There were approximately 25 attendees at the open house and the Town was represented by Linda Jain, Web and Special Projects Coordinator.

## 6. Town-wide Traffic Study Public Outreach

**Current Status:** The proposal for the outreach/education process on the Town-wide Traffic Study was presented to the Commission at the May 15, 2013 meeting. The first outreach meeting was held June 25, 2013 in the Commission Chambers. Approximately 10 residents attended. Another outreach meeting is planned; however, in order to receive more input, a different approach is necessary. Correspondence to FDOT addressing several study recommendations (timing of traffic signals at 96th/Harding and Collins); pedestrian crosswalk feature at Byron and 96th and the 96th/Harding crosswalk) has been drafted and is being reviewed. It will be sent to FDOT by November 11.

## 7. Turtles Project – Art in Public Places (Agenda Item: November 12, 2013 Commission Meeting)

**Current Status:** On March 13, 2012 the Town Commission supported this two year Tourist Board initiative paid for out of the Resort Tax Fund. The potential to attract visitors to Surfside, knowing the affinity that people express for similar temporary installations elsewhere and the lasting memories they create, is the driving force behind the project. The public relations and marketing exposure continues to be invaluable and the visitor, resident and business community feedback has been overwhelmingly supportive. By locating the majority of the Turtles in the business district, a sense of excitement and novelty was created - not to mention a reason to visit and walk the district. The Tourist Board has incorporated the turtle theme to the maximum level possible in all other events and promotions it has undertaken since inception. The Parks and Recreation Department conducted events and activities around community environmental awareness and education. Ruth K. Broad Bay Harbor K-8 Center embraced this program wholeheartedly by including their own educational and environmental awareness components into their curriculum. Their Ruth the Turtle became part of a national healing process.

The program now enters its final phase with just six months to go. A year and a half ago it would have been difficult to predict the amount of construction that is now occurring in such a small area of Town and its implications on this initiative. Recently it has been necessary to move Turtles from the 96<sup>th</sup> St Park entrance as well as the 95<sup>th</sup> and 94<sup>th</sup> Street beach ends in order to ensure their protection from adjacent construction projects. These sculptures are now temporarily stored around the Town's municipal complex in multiple locations due to lack of space. The recently approved Harding Avenue Streetscape Project is now in its construction/implementation phase and this requires the movement of several Turtles.

The dilemma over moving the Turtles and where to place them is impacted by the Tourist Board's decision to sell some of the Turtles and allow the new owners to receive them prior to the program's end next year. This management and logistical challenge, that created a vacuum in the overall location and placement of the sculptures, required a new approach, even if it is only a temporary one, to successfully manage the initiative.

At their September 25, 2013 additional monthly meeting, the Tourist Board approved a plan to relocate the remaining Turtles to 93<sup>rd</sup> Street between Collins and Harding Avenues while directing the continuation of their sale and removal from Town (dependent on the new owners' requirements). The

new location will at least ensure the continuation of the program by recreating a critical mass of sculptures for people to visit, view and appreciate. This street is also a more efficient place for monitoring their safety. In effect this stretch leading to the Community Center becomes Surfside's "Turtle Walk" and the marketing effort can take on a whole new dimension and fresh direction. However it is important to note that the continued sale of the sculptures will translate to a diminishing number of sculptures being in the Town and all marketing efforts will be less and less effective. At the October 7, 2013 meeting the Board was advised of the desire by some on the Town Commission to keep some of the Turtles but decided to retain the status quo regarding the continued sale (and subsequent removal) of the Turtles. The Board also committed to address their plan for the remaining Turtles at their monthly meetings through the end of this year with direction sought on the following:

- Where to place the Turtles after the streetscape project is completed
- Should there be a charity collection while the sculptures are in place
- Should the remaining Turtles next year be sold as originally intended
- What marketing efforts does the Tourist Board envision for the remaining six months or longer (an item identified in the Five Year Tourism Strategic Plan)

Staff will continue to manage the program under the stewardship of the Tourist Board. The Turtle that the Tourist Board has donated to RKBBHK8, to replace "Ruth", will be relocated from Town Hall to the school during a ceremony tentatively scheduled for December 10, 2013 (the one year anniversary of the Newtown, CT tragedy). More information will be provided as soon as it is available.

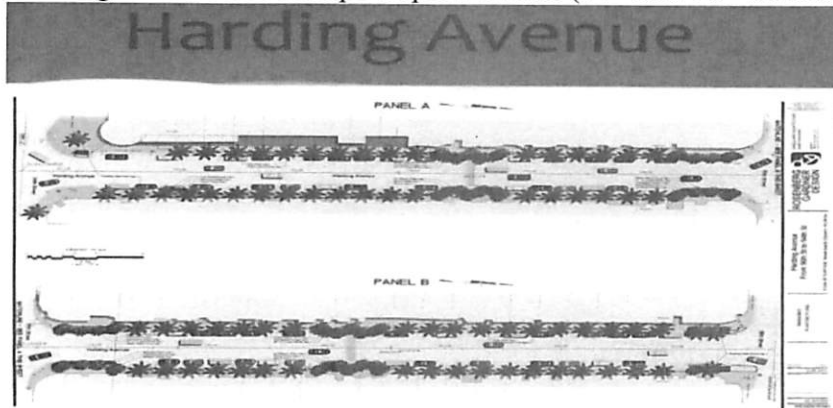
## **B. DOWNTOWN BUSINESS DISTRICT AND TOURISM**

### **1. Harding Avenue Streetscape Plan**

**Current Status:** The project is in full swing, and the removal of trees and shrubs from the west side of Harding Avenue has been completed. The trees have been re-located to various locations throughout Town (94<sup>th</sup> and Bay; 93<sup>rd</sup> and Bay; Tot Lot; Tennis Center). These trees are required to be relocated by the FDOT permit. These locations are utilized to beautify and add more greenery; this practice eliminates the Town from discarding healthy plantings. Approximately 20 new medjool palms have been planted on the west side of Harding Avenue. The rough in for the up-lighting has been completed on the west side of Harding. The cut outs for the pocket parks on both sides of Harding Avenue is currently in progress. A committee was formed to help choose the hardscape furniture and trash receptacles for this project. By November 8, all of the trees and shrubs should be removed and relocated to new locations. Medjool palms plantings are expected to be completed by November 21. This project completion date is November 22. Public Works and the contractor are diligently working to complete the project by this date as the commencement date of the project was delayed due to issues associated with the FDOT permit approval.



Harding Avenue streetscape improvements (94<sup>th</sup> and 96<sup>th</sup> Streets):



## 2. Abbott and 94th Street Lot Improvements

Current Status: 94<sup>th</sup> Street Parking lot is complete.



Pictured: Completed 94<sup>th</sup> Street Parking lot

## 3. Downtown Vision Project: Commissioner Michelle Kligman

Current Status: DVAC met on October 28 and recommended moving ahead with the Town Manager's plan for a Parking Structure public outreach initiative. Next month's meeting will focus on issues relating to downtown signage. This is the first step in a re-energized review of existing signage and the formalization of their "vision" for downtown signage.

The meeting also discussed the Town Commission directive to conduct a straw ballot of the downtown business property owners on the support of the formation of a BID. This vote is scheduled to take place prior to the end of the calendar year. The results of the ballot will be

presented to the Town Commission for direction on whether or not to proceed with the formal process for a BID.

#### 4. Sidewalk Ordinance Implementation

**Current Status:** The agreement, as well as the accompanying resolution, remains with FDOT for their final review and signature. The ordinance continues to be rolled out as part of the Town's Fall business licensing process (see information on the LBTR/CU Process in this report) and will coincide, as well as complement, the Harding Avenue Business District Streetscape.

#### 5. Parking Structure Feasibility Study

**Current Status:** The completed study was issued to the DVAC Parking Subcommittee (which includes members appointed by the Town Commission and the Town Manager) on March 8, 2013 for the March 20, 2013 meeting. Rich and Associates and C3TS/Stantec presented to the committee and public in attendance and the meeting was broadcast over Channel 77. The committee unanimously voted in favor of moving the study on to the Planning and Zoning Board (April 3, 2013) and Town Commission (April 9, 2013).

At the April 9, 2013 meeting, the Commission acknowledged receipt of the March, 2013 Parking Structure Feasibility Study. The Commission tasked Staff to develop a public outreach and educational process to move the Study forward in order to ensure all stakeholders have been informed and involved prior to the Commission proceeding with its action on the Study.

Staff began the outreach/education process on the Parking Structure Feasibility Study. At the May, 2013 DVAC meeting, the committee members were asked to be prepared to share their ideas/suggestions on the community outreach/vision process. At the June 24, 2013 DVAC meeting, the committee members provided ideas/suggestions on the community outreach/vision process. The item was also discussed at the two BID Property Owners/Business Operators meetings held on June 26, 2013. As reported in the Town Manager's memo summarizing the first 120 days of employment, the October 8 Commission agenda included a report on the outreach strategy regarding the Parking Structure Feasibility Study and the critical deficiency in parking in the Business District. The report contained recommendations to the Commission including formally accepting the Parking Structure Feasibility Study; acknowledging the parking deficiencies identified in the study; directing Staff to initiate actions necessary to complete outreach and authorize Staff to prepare a report no later than April 1, 2014, containing detailed recommendations on parking facility improvements to address deficiencies including location; financing options and construction timeframes.

#### 6. Five Year Tourism Strategic Plan

**Current Status:** Staff is working on implementing the first year identified in the plan (FY 13/14). The Tourist Board is finalizing ethics, conflict of interest, policies and procedures as well

and governance policies. Along with suggested changes to the Town's Resort Tax Ordinance, these items will be brought before the Town Commission at the January 2014 meeting.

### **C. INFRASTRUCTURE AND UTILITIES**

#### **1. 95th Street End Project**

**Current Status:** The project is about 70% completed. Curb installations are complete; all of the medjool palms are in; pavers are installed on the north side of the project from back of curb to the driveway. Pavers for the roadway are scheduled to be installed by November 6. After the road pavers are installed, demolition of the south side sidewalk and curbing will begin. This is scheduled for the week of November 17 with paver installation tentatively scheduled for November 25. The project is on schedule to be completed by the January completion date.

The permit process is moving forward for the second phase which entails work from the bulkhead east to the hard-pack.



Pictured is 95th and Collins to bulkhead

#### **2. North Force Main/Building Better Communities Bond Program**

**Current Status:** There is both progress and pushback on this effort to obtain funding for this critically important second sewage disposal alternative for Surfside, Bal Harbour and Bay Harbor Islands. Miami-Dade County WASD has retained the firm of Hazen and Sawyer to study the situation at the North Dade Regional Plant and the 163<sup>rd</sup> Street force main. This is recognition that something needs to be done that will resolve the issue which we keep top of their minds. The negatives are that specific projects which would facilitate acceptance of our sewage are not listed in the draft settlement agreement with EPA and FDEP. Surfside was represented in a community meeting held by WASD September 27, 2012 and our concerns were placed on the record, Mayor Daniel Dietch, Donald Nelson and the former Town Manager also

attended a meeting held at WASD on October 25, 2012 in which the draft settlement agreement was further discussed. A new resolution was approved by the Board of County Commissioners that gave specific direction to the County Administration to consider innovative municipal projects as they prioritized the Building Better Communities bond funding. This amendment was written by the former Town Manager and supported by County Commissioner Sally Heyman. Finally, the risks inherent in the Virginia Key plant (where our sewage is treated) and the new force main under Government Cut have been documented in the Miami Herald.

In a conversation with Doug Yoder, Assistant WASD Director who is handling the negotiations with EPA and DEP, it was learned that an environmental group has filed a lawsuit which questions the advisability of upgrading shoreline sewer plants that may go underwater if global warming raises sea level. Therefore WASD is looking at the alternative of an inland plant at a higher elevation. There is a long way to go on this issue.

At the May 21, 2013 County Commission meeting, the County adopted a resolution regarding the Federal Consent Decree. Commissioner Heyman again expressed support for recognition of funding efforts of municipal governments in upgrading sanitary facilities. Bob McSweeney, PE of CGA represented the Town at this meeting. However, since the County Commission action on the Consent Decree was a resolution, no public comment was received. The following is a summary of the long established Town talking points on this issue which were to be presented:

1. There should be recognition for communities that have made substantial investment to combat I&I. Rate increases should be discounted for communities which took initiative to reduce the I&I utilizing their own funds. Surfside has expended \$23 million on their utilities with the goal of reducing the I&I by 90%.
2. Lift stations – Surfside has fixed its own, as has Miami Beach. Surfside's sewage flows through upgraded lift stations with acceptable NAPOT reports. Again, communities which showed initiative should not be punished by these rate increases.
3. Support for Commissioner Heyman's position: "Any Building Better Communities water and/or sewer project in which a municipality has put forth an innovative financing plan shall not be adjusted as to priority in this analysis and in fact, shall be accelerated if possible. Further, the analysis requested of the Mayor shall include the implication for any recommended adjustments in dollars or timing in the Building Better Communities Bonds as to allocation of water and sewer permits for new or updated construction projects. Said analysis shall be done in a format the clearly demonstrates how the proposed adjustments impact the construction industry and job creation."
4. There should be recognition for building permits issuance and utilization of County capacity to offset County costs/ burden by developers. This burden should not be placed solely on the wholesale customers such as the Town of Surfside.

On May 29, 2013, Town Manager Michael Crotty discussed with Commissioner Heyman establishing a meeting to follow-up on sanitary sewer issues identified in this POL. The Commission will be provided updates.

On July 11, 2013, Town representatives met with Miami Beach officials regarding the agreement with Miami Beach on sanitary sewer services they provide to the Town. Issues identified during the preparation of the new agreement with Miami Beach may identify additional issues to assist in the Town's discussions with Miami-Dade. Miami Beach will be encouraged to partner with the Town and our adjoining communities as we approach Miami-Dade regarding the possibility of a north force main. This enhancement would be a significant "back-up" for Miami Beach. Once the negotiations are concluded with Miami Beach, Bob McSweeney, CGA Director of Engineering Construction, will prepare a report outlining the Town's efforts in upgrades/improvements to its sanitary sewer system and issues in support of our talking points listed above which will serve as the basis for discussions with the County.

Finally, a meeting was held with DERM on August 29th to discuss the Town's successful compliance with the terms of the 2007 Consent Agreement as a result of the Town's \$23.6M Water/Sewer/Storm Drainage Project. Town staff discussed with DERM representatives the contemplated north force main project; benefits to be derived and possible approaches to achieve this objective. Miami Beach officials have been initially approached to discuss the north force main project and determine their interest in participating with the County in this dialogue. Additional dialogue will occur with the Manager's Office, Utilities and Economic Development staff.

3. Water/Sewer/Storm Drainage Project and Collins Avenue Force Main Project (Agenda Item: November 12, 2013 Commission Meeting; 8:00 pm time certain)

Current Status: See report in the Commission agenda packet on the closeout of the Water/Sewer/Storm Drainage Project.

#### 4. Seawall Project

Current Status: Miami Dade County Regulatory and Economic Resources (RER) (formerly DERM) has completed the Biological Opinion (BO). The results of the BO were submitted to the Town and CGA has incorporated the BO permit requirements into our final plans. The US Army Corps of Engineers (USACE) permit was obtained in late February 2013 and the FDEP permit was obtained in April 2013. The SFWMD and RER final permits have been received. The Town received final authorization from Florida Inland Navigation District (FIND) and the plans will be going out to bid in November 2013.

#### 5. Beach Management

Current Status: Hurricane Sandy and high full moon tides and wind caused significant erosion on our beach. Due to the storm, Surfside lost up to 75 feet of beach (with nearly 25 feet returning by natural drift of sand) and was one of the least damaged segments of beach

countywide. Staff has begun work on many fronts to ensure that various agencies with authority and funding initiate a re-nourishment program. A meeting was held with Miami Dade County staff on December 20, 2012 and the County accepted responsibility for coordinating the re-nourishment. Town Staff will be kept updated as Miami-Dade County moves forward with any re-nourishment project.

Congresswoman Debbie Wasserman Shultz sponsored a Coastal Community Roundtable on April 4, 2013. Governmental representatives from Miami-Dade and Broward Counties heard presentations from U.S. Army Corps of Engineers in Jacksonville, Florida. Of local interest, Corps representatives presented an overview of the sand re-nourishment project scheduled in Bal Harbour (Contract G: August, 2013 Award and start date at the conclusion of Sea Turtle Season). After this project, compatible sand sources for re-nourishment will be depleted.

The Corps began an outreach pertaining to their planned sand source study (Contract J: tentative date August, 2014). The study will attempt to locate compatible sand (non-County borrow area) for future projects.

Discussions were held on the long delayed Bypass project at Port Everglades and the legal issues and challenges associated with the use of foreign sand (i.e. Bahamas) for domestic projects. Also, the Town has been approached about possible coordination with Miami Beach on their dune restoration initiative.

Plans for the dune re-nourishment project in April, 2014 are still a work in progress. Public Works staff continues to coordinate this effort with Lee Gotlieb.

#### 6. Collins Avenue Sidewalk Utility Box Repairs: Commissioner Marta Olchyk

Current Status: Public Works met with FDOT on September 27, 2013 to discuss the remaining trip hazards on the Collins Avenue pedestrian walkway (sidewalks). The FDOT is meeting with FPL to discuss their many different locations along the Collins Avenue walkway that have FPL boxes that are subject to trip and fall. FDOT is requesting that FPL expedite and fix these locations. In October, the Public Works Director and Building Official did a walk through with representatives of FPL (including Aletha Player) to specifically identify the problem areas and FPL will schedule remedial action.

#### 7. Pedestrian Crosswalk at Harding Avenue and 96th Street

Current Status: This FDOT experiment in modifying pedestrian behavior by requiring a three light alternative has been an issue of concern. A meeting was held with FDOT District Engineer Gus Pego and he agreed to study going back to the original crosswalk. This will slow eastbound traffic on 96th Street making a right turn to Harding Avenue southbound, however, that is a more desirable consequence than leaving the current dangerous unauthorized pedestrian movement. A meeting was held with Mr. Pego on July 3, 2013 regarding the history of the pedestrian crossing at 96th/Harding.

Public Works Director Joseph Kroll, also met with the Town's Traffic Consultant, Jeff Maxwell of Calvin, Giordano, and Associates to discuss the aforementioned traffic issue. Mr. Maxwell was able to provide his findings for Harding Avenue and 96th Street crosswalk as follows:

Potential Crosswalk at 96th Street/Harding Avenue – South Leg of the Intersection: The intersection of Harding Avenue/96th Street currently provides pedestrian crosswalks on the north, east, and west approaches. The south leg of the intersection does not provide a pedestrian crosswalk. Westbound traffic is prohibited from turning left onto Harding Avenue (southbound) and would therefore not present a conflict with the proposed pedestrian crosswalk. Eastbound traffic allows for dual eastbound to southbound right-turn movements. This will present a conflict with the proposed pedestrian movement on the south side of the intersection during the eastbound through movement green phase. For this reason, it will be necessary to provide a dedicated pedestrian phase for the proposed pedestrian movement on the south side of the intersection. It will very likely result in the deterioration of the intersection traffic Levels of Service since the cycle time will need to be allocated for an exclusive pedestrian phase. This will be the primary disadvantage of the proposed crosswalk facility. If a pedestrian crosswalk is installed on the south leg of the intersection, pedestrians on the south side of 96th Street wishing to cross Harding Avenue will no longer need to crossover to the north side of 96th Street. This will be the primary advantage of the proposed crosswalk facility.

#### **8. Town Hall Parking Lot(s) and Parking Solutions**

Current Status: At the April 9, 2013 Commission meeting, issues associated with Town Hall Parking Lot(s) and parking issues/solutions were discussed.

In order to understand the magnitude of improvements to the existing conditions, a design build proposal was requested from Lynx Construction Management for discussion purposes. This proposal included design, surveying, permitting, construction, etc. The cost estimate was based on a design to accommodate existing operations (Town Hall, Public Works and Police needs). The design build proposal was \$425,441.

It is recommended that no action be taken on this design build proposal. The ultimate parking solution for this area will be part of the overall analysis going forward as the Town considers the proposed improvements to the Community Center (second floor option). Also, there has been discussion on relocating all or a portion of the Public Works operation and/or vehicles.

Staff will determine appropriate maintenance actions to minimize the impacts of the dirt parking areas in the parking area south of Town Hall until permanent improvements are made.

#### 9. Community Center Expansion: Second Floor Addition: Vice Mayor Karukin

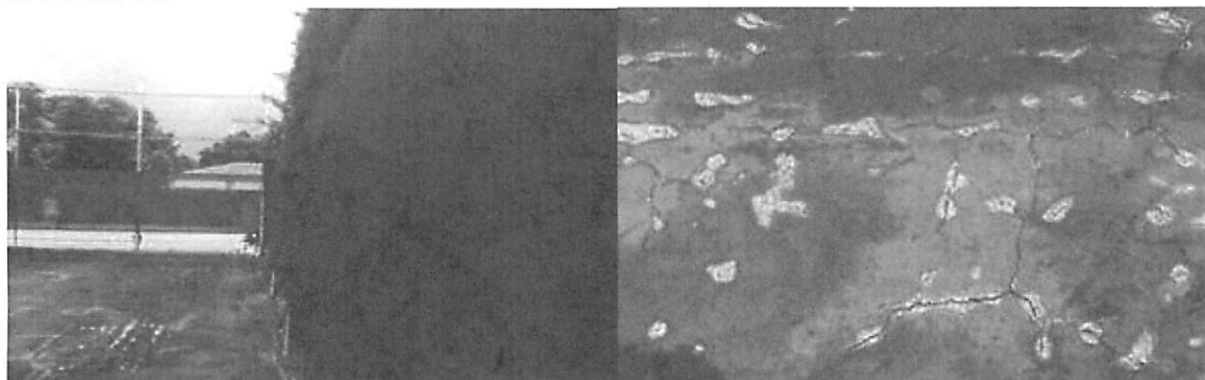
Current Status: During the December 17, 2012 Parks and Recreation Committee meeting, the second floor of the Community Center was listed by the Committee as the top priority for the Parks and Recreation Infrastructure Plan. The FY 13/14 proposed budget contains \$100,000 funding from voluntary proffers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

Finally, since this project contains varied components (structural analysis of an existing facility to determine expansion capability; public outreach to determine features to be included; design and permitting, bidding and construction services) the option of competitively selecting a firm which would be retained for "design build" or "best value". The October 30, 2013 report on contractual services recommends that the upcoming RFP under the Consultant's Competitive Negotiation Act for architectural and engineering services included a focused solicitation (or a reservation of rights to do a separate RFP) for architectural/engineering services for the expansion/second story of the Community Center.

#### 10. Tennis Facility

Current Status: At the July 15, 2013 Parks and Recreation Committee meeting, the Committee recommended that the improvements to the tennis facility be ranked as the #2 priority with implementation beginning in FY 13/14, (#1 priority being the second floor addition to the Community Center). The improvements (court surface, lighting and fencing) are estimated to cost \$255,000. The Committee moved up the tennis facility on its priority list due to the deteriorating condition of the court surface and overall condition of the supporting infrastructure including lights.

Photos of the existing condition of tennis court surface, light poles and fence/screening to be addressed in FY 13/14:







The Commission approved the Five Year Parks and Recreation Capital Plan during the September 17, 2013 Commission Meeting. The Town will receive in excess of \$400,000 during FY 13/14 from voluntary proffers. A proposal for the renovation of the Tennis Center was approved by the Town Commission at the October 8, 2013 Commission meeting. After meeting with the contractors, the following is the preliminary/tentative schedule:

- Approximately a week turnaround time from Musco Lighting for plan submittal. Upon town's execution, equipment will be ordered.
- Fast Dry will be providing any plan submittals needed as well.
- Delivery time for equipment -- 4-6 weeks.
- Approximately a week prior to delivery, Musco will be on site for demolition.
- Musco Lighting install expected to take approximately 2-3 weeks.
- Immediately concluding Musco's work, if not coinciding, Fast Dry will be on site for court demolition.
- Fast Dry will need at least 14 days for the courts to cure. In the meantime, fence work will be completed.
- Fast Dry expected to take approximately 3 weeks for project work.

Contracts have been executed. Court work will not be apparent until approximately mid to late November. Target date: opening and playing in January.

#### 11. Biscaya Drainage (Agenda Item: November 12, 2013 Commission Meeting)

Current Status: An agenda item for the November 12 Commission meeting has been established to get Commission approval for work to begin on the Biscaya Drainage project. Also included in the agenda is a proposal from CGA to design what is needed there with input from Public Works staff. Public Works is geared to do this project in house which will create substantial savings for the Town. This project, if approved, should start sometime in January/February 2014 timeframe.

## 12. Street Signs Replacement

**Current Status:** This item has been deferred until the final costs of the water/sewer/storm drainage project are known. It does not appear that enough funds will be available for this project. A final report will be provided to the Commission upon closeout of the project.

### **D. PLANNING, ZONING AND DEVELOPMENT**

#### 1. The Shul Project

**Current Status:** An application in sufficient form to start the Design Review Group (DRG) process was received and the first meeting was held on August 22, 2012. A second Design Review Group meeting was held on February 13, 2013 and a third was held on March 28, 2013. A meeting took place with Stanley Price representing the Shul, former Town Manager and Town Attorney Linda Miller on March 1, 2013 to further refine the voluntary proffers including an alternative to a Payment In Lieu of Taxes (PILOT). A DRG meeting occurred on July 18, 2013 and additional comments were discussed. A meeting was held on September 12, 2013 between the Shul and Town representatives to continue the dialogue.

A Development Impact Committee meeting was held on October 17, 2013. Initial conditions were discussed, but no items were brought to closure. A main topic of discussion was the alley between 96th Street and 95th Street. The Town expressed concerns relating to pavement quality, drainage, undergrounding the utilities, potentially moving and/or upgrading the water/gas lines in the alley, requiring easement (if necessary) for the transformers and providing lighting. The applicant will need to prepare a study describing the improvements needed in this alley and fund the cost of the improvements. Also discussed in length are the parking concerns. The applicant's proposed site plan is deficient by approximately 100 parking spaces on site. The Code permits both off-site parking, if there is adequate parking within 300 feet of the property, as well as contributions to the Downtown Parking Trust Fund. The applicant indicated at the DIC meeting that they would be proposing to park in a portion of the required parking in the Bal Harbour Shops and a portion of the required parking would be a payment into the Parking Trust Fund. They also indicated a desire to park in Bay Harbor for special events. Staff requested a full operations plan to review the full scope of the applicants request.

Bal Harbour has completed an analysis of the available parking in the Bal Harbour Shops, which indicates there is not adequate capacity at the Shops to accommodate 100% of the Shul's off-site required parking needs.

A second DIC meeting will be scheduled once additional information is provided to the Town from the applicant.

## 2. Tracking Development Orders

**Current Status:** Project management tracking will be an integral part of obtaining software for project tracking, departmental interfacing/sharing of critical information (i.e. Code Department and Building Department) and overall management of special/development projects and asset management. On May 30, 2013, a meeting was held to identify and discuss Enterprise Resource Planning (ERP – systems integration of internal and external management of information across the entire Town organization) requirements for upgrades for FY 13/14. This will include a project tracking component. Funds are included in the FY 13/14 budget to move ERP forward, however, this initiative will be placed on hold pending direction of IT services going forward as outlined in the October 30, 2013 report on contractual services.

## 3. Massing and Zoning Discussion: Vice Mayor Karukin (Action Item: November 12, 2013 Commission Meeting)

**Current Status:** At its May 15, 2013 meeting, the Town Commission directed the Town Manager to set up a Joint Workshop with the Planning and Zoning Board to discuss zoning issues. Those issues were clarified at the July 25, 2013 Planning and Zoning Board meeting and the Manager announced that the public is encouraged to provide comments regarding the zoning code on a form provided on the website.

Vice Mayor Karukin clarified his concerns in a July meeting with the Town Attorney and Staff and these specific issues have been discussed at the August Planning and Zoning Board meeting. The Planning and Zoning Board has asked staff to look at side setbacks as a percentage of the lot width to increase the current setbacks, removing the side setback requirement, require parking below grade, requiring building lengths to be no greater than 150 with 30 feet of separation, explore breezeways and consider building platforms no greater than 30 or 40 feet in height without a break similar to the conditions at the Surf Club.

A presentation with follow-up discussion was made at the October, 2013 Planning and Zoning meeting.

## 4. Solar Panels and TV Antennas (Dishes)

**Current Status:** Solar panels are becoming less expensive to install and more cost effective as technology advances. TV antennas (dishes) are proliferating where some buildings have as many as ten facing main streets causing visual clutter and excess wiring. Both devices are a part of urban life, however, guidelines need to be developed. Therefore this matter was sent to the Planning and Zoning Board for discussion during their January 31, 2013 meeting. This item was discussed at the Joint Meeting of the Town Commission and Planning and Zoning Board on September 30 and staff is preparing a priority list of all discussion items.

## **E. TOWN COMMISSION**

### **1. Legislative Priorities**

Current Status: The Legislative Session ended on May 3, 2013. Fausto Gomez updated the Commission at the July 16, 2013 Commission meeting on the session pertaining to new legislation affecting municipalities and the status of the Town's legislative priorities adopted on January 15, 2013. His written report was submitted to the Commission on June 4, 2013.

Initial discussion on the 2014 legislative priorities was held. This will be an agenda item at the December 9, Commission meeting.

### **2. Charter Amendment Schedule**

Current Status: The Town Commission during the February 12, 2013 meeting determined to initiate the Charter review process no later than August, 2013. On January 15, 2013, the Town Commission adopted Resolution No. 2013-2126 which certified and declared the results of the election held on November 6, 2012 wherein all three Charter Amendments were adopted by the voters. Per the ballot language, the Town must commence Charter Review within the first (12) months after adoption of the Resolution. A resolution on the proposed Charter Review Board was included in the October 8 Commission agenda. The first meeting of the Charter Review Board in Town Hall Chambers is November 14, 2013 at 7 p.m.

## **F. TOWN DEPARTMENTS**

### **1. Town Attorney**

a. Options to Mitigate Inadequate Number of Parking Spaces at Multi-family Establishments along the Collins Avenue Corridor: Mayor Daniel Dietch

Current Status: Staff is finalizing information necessary to resolve this issue. Follow-up will be coordinated with the Town Attorney.

### **2. Building Department**

a. FEMA National Flood Insurance Program (NFIP)

Current Status: Having completed the remedial work required at 1220, 1236 and 1355 Biscaya Drive, all work under the present CAV commentary is complete. All certifications including the cumulative substantial improvement verification, dry flood-proofing and elevation certificates that were pending have been received, scanned and archived. Staff is awaiting word from Dr. Prasad Inmula, DHS FEMA Region IV, Atlanta to schedule a meeting for review of these documents and to successfully close the Town of Surfside CAV 5.27.13. As with all documents submitted for review there is a

possibility that other comments and/or clarifications may be forthcoming but at this point it is unexpected. Successfully closing this commentary will place the Town of Surfside as a participant in good standing within the National Flood Insurance Program (NFIP) which underwrites flood insurance coverage only in those communities that adopt and enforce its floodplain regulations. FEMA only makes flood insurance available in those communities that agree to regulate future development in the floodplain. The great majority of Surfside's land mass is located within an AE zone which is classified as a Special Flood Hazard Area (SFHA) with a defined Base Flood Elevation (BFE). Enforcement of the SFHA regulations is required as a condition of participation in the NFIP and the areas where the mandatory flood insurance purchase requirement applies. The ability to purchase flood insurance as has been customary is changing due to the passage of the Biggert-Waters Flood Insurance Reform Act of 2012. The Act essentially removes subsidized rates for a number of pre-FIRM rate properties based on defined criteria, increases the limit of annual rate increases from 10% to 20% within its risk classification and phased rate changes at 20% per year when area flood maps are updated. These are a few of the changes of most concern brought on by the Biggert-Waters Act.

#### Community Rating System (CRS)

Staff would like extend its gratitude for approving funding for CRS Max, Inc to aid in application to the National Flood Insurance Programs Community Rating System (NFIP/CRS). The CRS provides a reduction in flood insurance premium rates for communities that implement activities above and beyond the minimum requirements of the NFIP. Once application is made to Insurance Services Office (ISO) the Town will receive a rating that coincides with a flood insurance premium discount. It also receives some non-financial benefits. The community's flood program would receive recognition from a national evaluation program. It would receive technical assistance from ISO at no charge and it prominently places the community's floodplain management programs commitment as a deterrent to regulations that may negatively alter or affect the community's flood protection effort in times of diminished interest. Similarly, in the area of fire insurance/protection, the community's commitment to CRS serves as a bulwark in times of financial and political change that may negatively impact Surfside.

#### b. Imaging Town Documents

Current Status: The Building Department continues its daily scanning of current documents during the day and at the end of each day. Document files are being reviewed and organized on an ongoing daily basis.

#### c. Forty Year Building Certification - Collins and Harding Avenues

Current Status: Collins Avenue mailings have been completed and the focus has been turned to Harding Avenue. To date three properties have been issued letters of violation for non-compliance, four properties have had their letters of violation placed on temporary hold awaiting response. In these cases the owners have responded and requested a short extension. One code sanctioned exemption was granted and one property has come into full compliance including final payment. At

this time there are six total properties under the ninety day notice for which we are awaiting response. Steady progress is being made in the area of 40 year building certification.

### **3. Code Compliance Department**

#### **a. Code Compliance Priorities Workshop**

**Current Status:** A workshop was held on April 17, 2013 with the Mayor and Town Commission at which time Staff provided a presentation, including historical information on the prior Ad-Hoc Code Enforcement Committee's recommendations. The report included commonly occurring or reported violations in the single-family, multi-family residential districts, and business district.

Recommendations were provided on priorities in each district and discussion was held, including public comments. Each Elected Official was provided a priority worksheet to be submitted to Staff in order to assist in establishing priority and policy direction for code enforcement. Staff analyzed the information submitted by the Commission and included a written report, along with a Commission Communication in the June 11, 2013, Commission meeting agenda packet. Due to the number of items on the agenda and the anticipated length of the meeting to discuss code enforcement issues, this item was deferred. At the August 13, 2013, Town Commission meeting, the Administration received direction to present their updated report and recommendations at the November, 2013 Town Commission meeting. At the September 17, 2013, Commission meeting, a report was provided comparing the currently used Civil Citation process provided in the Town Code and an alternative Notice of Violation process available in the State Statutes.

A Town Commission Special Meeting is scheduled November 7, 2013 to address establishment of priorities for Code Compliance. A summary of the results from the Special Meeting will be prepared for the December 2013 Commission Meeting.

#### **b. Residential Home Based Businesses**

**Current Status:** At the direction of the Mayor and Town Commission, enforcement of the Local Business Tax Receipt and Certificate of Use provisions was stayed for Home Based Businesses for FY12/13, until such time as code compliance priorities are established. A Staff follow-up report from the April 17, 2013 Code Compliance Workshop was provided to the Town Commission on June 11, 2013, but deferred. Additional discussion, recommendations and options will be provided at the November 7, 2013 Town Commission Special Meeting on Code Compliance Priorities.

#### **c. Short Term Rentals**

**Current Status:** Options/recommendations on short term rentals have been included in the Code Compliance Report that was provided, but deferred, at the June 11, 2013, Town Commission meeting as part of the follow-up to the April 17, 2013 Code Compliance Workshop. This item should be incorporated in the Code Compliance priorities discussion at the November 7, 2013 Town Commission Special Meeting.

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

**Current Status:** On August 20, 2013, Staff met with Miami-Dade County Traffic Engineer and looked at several intersections in the single family residential neighborhood. After much discussion, the County's position was that the Florida Green Book was the required minimum standard for all municipalities. County staff recommended adoption of same into our Town Code. Based on the discussions, it appears that compliance with Green Book requirements may not be easily attainable Town-wide, as many corner properties (due to limited width of easements and lack of sidewalks) may not be able to meet the minimum standards. These minimum standards include multiple "sight triangle" scenarios, some that address minimum sight clearances immediately after stop signs, as well as others that address visibility clearances that are related to cross traffic which are based on speed limits. It was also confirmed that many property owners have planted hedges and shrubs in the easement (in many cases, right up to the curb) that also hinder visibility. It was recommended that the most easily achievable resolution to compliance was to cut the hedges and shrubs back. Additional issues were also identified by County staff, such as the traffic circle at 95th & Byron, 4-way stop signs, stop sign locations, and speed limit signs, some of which may have been placed without County review or authorization. A follow-up report will be presented at the October 8 Commission meeting. With regard to the existing cases, as directed, lien releases were provided in all cases where compliance had been attained. A lien release was also provided to one non-compliant case after the administratively mitigated hearing and administrative fees were paid. Only one non-compliant case remains unresolved, as the resident has yet to pay the reduced fees. A Code Compliance Workshop to discuss future policy and available alternatives to the corner visibility issues will be set sometime in late November or December of 2013.

#### **4. Finance Department**

##### **a. Online Bill Pay: Vice Mayor Michael Karukin**

**Current Status:** The online payment by credit card of the water, sewer and storm water utility bill by residential and commercial customers was implemented as part of the water bill that was mailed in mid-June, 2013. The online bill pay went live on the website July 1, 2013. SunTrust Bank provides daily notifications to the Town on customer accounts that have been paid by credit card.

The online payment of water, sewer and storm water bills by electronic check (e-check or transfer of bank funds) is in the process of being implemented by SunTrust Bank, Municode (utility bill preparer) and CBoss (credit card processor who will also be the processor for e-checks).

##### **b. Certificate of Use (CU) /Local Business Tax Receipt (LBTR)**

**Current Status:** New renewal packages were mailed since mid-July 2013. We have already had 80% of the Businesses come and renew the Certificates of Use & Local Business Tax Receipts.

**c. Tourist/Resort Tax Audit**

**Current Status:** There are currently five businesses that are delinquent in payment of their monthly Tourist/Resort Tax. The Finance Director and Staff are working with the businesses to ensure compliance. If payment is not received, these businesses will go through the Code Enforcement process and the Special Master hearing if necessary.

**5. Parks and Recreation**

**a. Beach Concessions**

**Current Status:** The lease agreement with the State of Florida and Miami-Dade County was presented to the County Recreation and Cultural Affairs Committee on September 10, 2012 and moved forward to the Board of County Commissioners on October 2, 2012. The lease application and documents were prepared by Miami-Dade County and submitted to the State for approval. On May 15, 2013 the County received correspondence from by the State regarding to the lease agreement. The State informed the County that Florida Statute 161.201 allows the County to police the beach and enter into a management agreement with the Town of Surfside. The Town Manager, Town Attorney and the Parks and Recreation Director met with John Ripple, Beach Operations and Maintenance Supervisor and Kevin Kirwin, Assistant Director for Operations from Miami Dade County on May 20, 2013 to move the process forward. Currently the County attorney's office is completing a review of the statute. Following legal review, Town and County staff will work to prepare an agreement which would provide the Town with the legal authority to regulate beach concessions. In the interim, the County will be responsible for beach management issues.

**b. Pool Tot Lot Repairs - Community Center**

**Current Status:** Funtraptions, the original contractor for the Community Center water playground, is no longer in business and not available for any warranty work or repairs. At the completion of the project, a 10 percent retainer fee was held back by the Town until full satisfaction was met with the water play structure. The retainer (\$22,600) will be utilized to cover the cost of repairs of warranty items that need to be addressed. Naumann Nature Scapes, Inc. has been on site at various times since January 28, 2013 reviewing the water playground operations and the water playground pool blue prints. Naumann Nature Scapes, Inc. has provided an itemized list of work to be completed on a priority level. This proposal was presented to the Town Commission during the May 15, 2013 meeting and a resolution was passed to have the work completed. Phase I of the work began on May 9, 2013 with the removal of the Sand Dollar play feature for repairs. The Sand Dollar has been reinstalled and Phase II of the repairs has been completed to include hardware replacement, rust removal, clear coat repair and solenoid repairs. Work has started on Phase III of the repairs and continues to move forward and the water playground continues to remain open. Progress reports on the work being performed will be updated until the project is completed.



## **6. Public Works**

Sidewalk Staining to Match Colors

Current Status: Project is complete as of October 15, 2013.

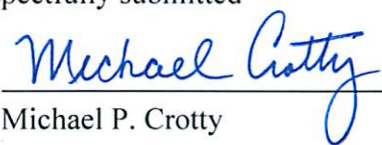
## **7. Police Department (Parking Division)**

Electric Car Charging Station: Mayor Daniel Dietch

Current Status: The Parking Division of the Police Department is working with Car Charging on the installation of the station. Arrangements have been made with FPL to install a separate meter at the station's location - an expense to be incurred by Car Charging. The station will be installed at the Town Hall parking lot. The electrician is waiting for approval on the Town permit to start working. Public Works will also cut a concrete slab in the lot when the permit is approved. Public Works Director Joseph Kroll advises once the permit is approved he will be able to give an exact start date, possibly the first week in November.

The Commission will be notified upon receipt of notice of the actual installation date. Information on the station will be in the next available Gazette and posted to the Town's website.


Respectfully submitted

by:   
Michael P. Crotty  
Town Manager



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

**TO:** Town Commission

**FROM:** Linda Miller, Town Attorney 

**CC:** Michael P. Crotty, Town Manager  
 Sarah Johnston, Assistant Town Attorney

**DATE:** November 12, 2013

**SUBJECT:** Office of the Town Attorney Report for November 12, 2013

---

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

October 8, 2013	Town Commission Meeting
October 17, 2013	Development Impact Committee
October 21, 2013	Parks & Recreation Committee
October 23, 2013	Planning & Zoning Board Meeting
October 28, 2013	DVAC Meeting
November 6, 2013	Tourist Board Meeting
November 7, 2013	Red Light Camera Hearing
November 7, 2013	Code Compliance Meeting

**Ordinances prepared, reviewed and/or revised for the following:**

- 2013 Capital Improvement Element Ordinance
- Construction Fence Ordinance

**Resolutions prepared and Agreements reviewed and/or revised for the following:**

- Police Forfeiture Funds for Fiscal Year 2013-2014
- Debris Monitoring
- Debris Removal
- Biscaya Drainage

- Approving Healthcare Plan
- Authorizing Agreement with Miami-Dade State Attorney's Office to prosecute Criminal Municipal Ordinance Violations
- Voter Rights Restoration
- Affirming Support For Congresswoman Ileana Ros-Lehtinen's Co-Sponsorship Of Legislation to Suspend National Flood Insurance Program Premium Hikes
- Ratify Charter Review Board Appointees

#### **Town Manager:**

- On-going review of Shul plans.
- Continued follow-up for preparation of massing and zoning issues.
- Continued follow-up with Code Enforcement regarding code compliance issues.
- Follow-up survey for ownership of alleys.
- Review of conditions of approval on all ongoing projects.
- Continued follow-up Spiaggia parking space requirements.
- Continued follow-up issues regarding commercial parking and construction sites.

#### **Town Clerk:**

- Research election issues regarding Nominating Petitions
- Review and opine on Charter issues
- Research Florida Statute for election laws
- Opined on Notice requirements.
- Review updated ethics law requirements.
- Review election/ballot notice requirements.
- Review and follow-up for public records.
- Follow-up research for social media and Sunshine Law issues.

#### **Charter Review Board**

Preparation of Agenda documents and research of issues for **initial meeting scheduled for Thursday, November 14, 2013 at 7 p.m. in Chambers**

#### **Planning and Zoning Board Agenda October 23, 2013:**

9365 Abbott Avenue request to build a second story closet addition.

9525 Harding Avenue request to renovate a storefront.

##### **Ordinances:**

Capital Improvement Element-

Construction Fencing-

##### **Discussion Items:**

A. Massing

B. Bal Harbour Shops Expansion

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

- Continued followed up with Building Official regarding FEMA for follow-up for CAV response.
- Continued follow-up meetings with Town Administration regarding code compliance issues and sight triangle hedge violations.
- Collaboration on parking alleys updates and information.
- Research and review development permit language.

**Human Resources Department:**

Review Agreements regarding Town employee health insurance plan.

**Parks and Recreation:**

- Revise Musco and Fast-Dry Agreements

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

- Follow-up and research for Ethics policy and procedures and revision to ordinance.
- Continued follow-up re: post Tourist Board requests.
- Continued assistance with Downtown Vision Project continuing issues including creation of a Business Improvement District; research various municipalities in preparation for revisions to draft ordinance.
- Continued research on Impact Fees implementation.
- Research and update for social media and Sunshine Law issues.

**Public Works:**

- Follow up review for Biscaya drainage project.
- Prepare letter terminating maintenance services

**Police Department:**

- Continued follow-up and research applicability of Florida Statute and Red Light Camera process.

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

1. Surfside Police Incident Report dated September 1, 2013 states that Pamela O’Hagan was walking on the north most sidewalk in the 200 block of 93<sup>rd</sup> Street when she tripped on a raised portion of the sidewalk and fell to the ground. The Report indicates that Mrs. O’Hagan sustained a contusion on her right elbow and abrasions to her chin and both knees. FMIT is investigating this matter.
2. Surfside Police Incident Report dated August 28, 2013 states that Robin Cook fell in the rear of CVS (9578 Harding Avenue). Ms. Cook claims she tripped on an uneven section of the sidewalk behind the store and hurt her right knee and right hand. FMIT is investigating this matter.

**Litigation:**

Legal representation is provided by the ("FMIT") in the following matter:

Pieter Bakker vs. Town Of Surfside, a municipal corporation of the State of Florida and Young Israel Of Bal Harbour, Inc. On May 30, 2012, Pieter Bakker filed a complaint 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, Judge Bloom ordered this matter to be transferred to the Appellate Division. The Appellate Division has issued an order for the Town and Young Israel to show cause why the Petition for Writ should not be granted.

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



TOWN OF SURFSIDE  
PROJECTS PROGRESS REPORT  
CALVIN, GIORDANO & ASSOCIATES, INC.  
November, 2013

1. **Planning and Community Development** – Planning and Community Development – In August 2012, the Shul submitted a site plan application for an expansion. Staff met with the applicant to discuss the review comments and the applicant resubmitted the plans on January 25, 2013. Staff held Development Review Group meetings on February 13, 2013, March 28, 2013 and July 18, 2013. A Development Impact Committee meeting was held October 17, 2013. Due to the amount of outstanding items, there will be a second DIC meeting scheduled in the future. The Planning Department has prepared graphics and text relating to the length of buildings which were discussed at the August Planning and Zoning Board meeting. The Board provided feedback and the item was placed back on the October 2, 2013 and October 23, 2013 Planning and Zoning Board meetings. If directed, Staff will prepare an ordinance to be heard at an upcoming Town Commission meeting. Planning Department Staff prepared a timeline for the items discussed at the joint Town Commission and Planning and Zoning Board meeting starting in November through March. Planning Staff has also prepared a spreadsheet for each development project to continually track the conditions of approval. This spreadsheet identifies the department responsible for the item and confirmation of completion. Staff continues to answer approximately 80 zoning questions monthly and reviews permit applications.
  
2. **Information Technology & TV Broadcasts** - The mail server has been up and running without interruption for 478 days. The last downtime was for routine maintenance and occurred on July 11, 2012. IT has provided 3 quotes for surveillance cameras for the Police Department to place around the town and is awaiting approval. IT is moving forward with the SCALA upgrades for Channel 77 and live streaming broadcasts. The replacement check printer for SunGard has been put on hold by the Finance Department. IT has installed a memory upgrade for the firewall to support more VPN sessions for the Police Department. The network switches have been replaced in the server room to alleviate ongoing connection issues. The Police Department has requested quotes to upgrade the ID badge card readers and software. IT is working with Public Works, the Finance Department, and SunGard on integrating the water meter reading system with billing. The live streaming of Channel 77 on the website and mobile devices has been running since October 7, 2013. The IT Staff continues to receive approximately 300 support requests monthly via phone and email.
  
3. **Public Utilities / Engineering** – **Public Utilities / Engineering** – A summary of the close out items remaining for this project are included as part of the regular agenda. Retainage will continue to be held and will only be released after all work is completed including the punch list.

**Funding Summary –**

<b><u>Funding Status:</u></b>	<b><u>Amount</u></b>	<b><u>Amount Received</u></b>
FDEP Grant	\$873,500	\$873,500
FDEP Grant	\$125,000	\$125,000
FDEP Grant	\$100,000	\$100,000
FDEP State Revolving Fund Loan*	\$9,312,881	\$7,339,928 ***
BBC Bond	\$859,000	\$817,500
<b>TOTAL</b>	<b>\$11,270,381</b>	<b>\$9,225,928</b>

**\*\*\*The State of Florida has reduced the interest rate from 2.12% to 1.87% fixed over the life of the loan. This will save approximately \$200,000 of interest cost.**

4. **Neighborhood Improvements** – CGA Staff completed the traffic computer modeling of the Town's roadway system as an element of the Town-wide traffic calming study. The initial traffic counts to complete the traffic study occurred in September, 2012. A number of the counts were finalized in late October due to construction activities. These counts are incorporated in the Draft Traffic Study Report that was discussed at the April 9, 2013 meeting. As authorized by the Town Commission, Staff held public meetings on June 25, 2013 with an attendance of 10 residents. CGA will work with the Town Manager to schedule the second public meeting.
5. **Emergency Management** - CGA finalized all revisions to the Town's Emergency Operations Plan (EOP) and submitted it on March 29, 2013. Onsite training occurred on May 3, 2013. This project is completed.
6. **Town-Owned Seawall Repair** - Miami Dade County RER (Formerly DERM) has completed the Biological Opinion (BO). The results of the BO were submitted to the Town and CGA has incorporated the BO permit requirements into our final plans. The US Army Corps of Engineers (USACE) permit was obtained in late February 2013 and the FDEP permit was obtained in April 2013. The SFWMD and RER final permits have been received. The Town received final authorization from Florida Inland Navigation District (FIND) and the plans will be going out to bid in November 2013.





## **TOWN OF SURFSIDE**

MUNICIPAL BUILDING  
9293 HARDING AVENUE  
SURFSIDE, FLORIDA 33154-3009

### **PARKS AND RECREATION ADVISORY COMMITTEE MEETING**

7:00 pm  
Monday July 15, 2013  
Community Center  
9301 Collins Avenue

### **MINUTES**

#### **1. Roll Call of Committee Members**

The meeting was called to order by Retta Logan (Vice Chair) at 7:10pm. A quorum was established.

In attendance: Veronica Lupinacci, Eliana Salzhauer, Tim Milian, Parks and Recreation Director, Interim Town Attorney, Linda Miller, Interim Assistant Town Attorney, Sarah Johnston, Town Manager, Michael Crotty, Marta Olchyk, Commission Liaison, Daniel Dietch, Michael Karukin, Barbara McLaughlin, Frantza Duval, Recording Clerk.

#### **2. Approval of minutes from 6/17/13**

Retta Logan made a motion to approve the minutes, Veronica Lupinacci seconded the motion. The motion passed unanimously.

#### **3. 4<sup>th</sup> of July Recap**

Tim Milian advised that 714 people attended the 4<sup>th</sup> of July event through the Community Center as opposed to 998 from last year. Overall the event was good. There was positive feedback from the music. There was a 20 minute firework show. There were very few incidents on the beach this year.

Parks and Recreation ran out of the glow sticks that were given, which were a great idea. Eliana Salzhauer also commended Parks and Recreation on the towel and bag giveaways. She thought it was excellent.



Marta Olchyk thought the event was good, but her only concern is the cost spent on the fireworks. She suggests that we get together with Bal Harbour to do one show on 96<sup>th</sup> Street. Eliana Salzhauer agrees with Marta's idea.

Daniel Dietch suggests that we should initiate conversation with Bal Harbor regarding the idea.

4. P&R 5 Year Capital up date

Tim advised that the priority list has been submitted. Tim recommends that the Tennis Center be moved to item number two (2) and the Park to item number three (3).

The Tennis center is in dire need of renovation.

The second floor of the community center will still remain the first priority.

Tim Milian advised that the total cost to renovate the Tennis Court is \$255,000, (with the building) which would include major resurfacing, fencing, and lighting.

Eliana Salzhauer wants to see more programs with the court and Veronica Lupinacci.

Tim advised that once the renovations are done the Town can submitted a RFQ and bring in a tennis program.

Surfclub is providing money to Parks and Recreation, but they are doing away with their tennis courts.

Eliana Salzhauer advised that at the 96th Street Park there are no benches for kids to sit and eat. Tim Milian advised that they will visit it when they do renovations for the park, which is item number three on the priority list.

Michael Crotty advised that between now and April the Town will receive \$500,000 from proffers from the 5 Year Capital Plan.

FY 13/14 – The Design of Community Center 2<sup>nd</sup> floor and Tennis Center

FY 15/16 – 96<sup>th</sup> Street Park

Tim Milian advised that it needs to be worked out so that both of the major facilities (Community Center and the Park) are not closed at the same time.

Veronica Lupinacci advised that there are a few things that can be done at the park now, such as parking.

Tim Milian advised that there is proposition to do a joint venture with Miami Beach (\$400,000) for a skate park, which is located south of 87<sup>th</sup> Terrace.

The skate park would be open to both Surfside and Miami Beach residents.  
The land belongs to Miami Beach and would come with a mutual agreement.

Tim Milian advised that through his research of other municipalities he was able to get an idea of what the cost of the skate park would be. He advised that the cost of the Sunny Isles skate park was \$550, 000, which is all inclusive.

Veronica Lupinacci advised that it is a great way to alleviate the issues at the park. Eliana Salzhauer advised that it should have a bathroom facility. Everyone agrees with the skate park. Tim advised that Skate Park is Miami Beach property and we wouldn't have to worry about it. Staffing hasn't been determined on whether it would be through Surfside or Miami Beach.

5. August Meeting Date

The next meeting will be on August 26, 2013.

6. Community Input

Eliana Salzhauer advised that the Town use to have the Beach Club, where residents could rent chairs for the beach at a cost. She would like to see the program come back. Tim Milian advised that we have no functioning umbrellas so we would need to purchase it. He also advised that we have chairs that would chairs are not new, so even if we run them down now we would eventually need to purchase new ones. It would need to be a budgeted item and would need to be discussed to the Town Committee.  
Eliana Salzhauer wants it included in the budget.

Tim Milian will to report back to the Committee with the startup cost for this idea.

Michael Karukin advised that for the next 4th of July event that we should have dunk tank of the Commissioners.

7. Meeting Adjournment

Retta Logan made a motion to adjourn the meeting, Veronica Lupinacci seconded the motion. The motion passed unanimously. The meeting ended at 7:54pm.

There being no further business to come before the Committee, the meeting adjourned at  
\_7:54\_ p.m.

Accepted this 26 day of August, 2013

Ketta Logan  
Member (Print)

[Signature]  
Signature

Approved as amended

Attest:

[Signature]  
Frantza Duval  
Recording Clerk



**TOWN OF SURFSIDE  
PLANNING AND ZONING BOARD  
MINUTES  
JULY 25, 2013  
7:00 PM**

**1. CALL TO ORDER**

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

**2. ROLL CALL**

Town Clerk Sandra Novoa called the roll with the following members present: Board Member Carli Koshal, Vice Chair Peter Glynn and Chair Lindsay Lecour. Board Member Jennifer Dray and Board Member Armando Castellanos were absent.

**3. APPROVAL OF MINUTES:      JANUARY 31, 2013(ATTACHED)  
   JUNE 27, 2013 (ATTACHED)**

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

Board Member Armando Castellanos arrived at 7:07 p.m.

**4. ZONING HEARINGS ARE QUASI-JUDICIAL PUBLIC HEARINGS.**

**A. Request of Owner of Property located at 8859 Carlyle Avenue**

*The applicant at 8859 Carlyle Avenue is requesting a side setback variance.*

**A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA  
PLANNING & ZONING BOARD CONSIDERING THE  
APPLICATION OF 8859 CARLYLE AVENUE TO PERMIT A  
SIDE SET BACK VARIANCE FROM THE REQUIREMENTS OF  
SECTION 90-45 OF THE TOWN OF SURFSIDE CODE OF  
ORDINANCES TO ALLOW THE EXISTING SINGLE FAMILY  
HOME TO ADD A SECOND STORY; PROVIDING FOR  
RECOMMENDATION OF APPROVAL; PROVIDING FOR AN  
EFFECTIVE DATE.**

Town Clerk Sandra Novoa swore in everyone wishing to speak in favor or against the item.

Town Attorney Linda Miller spoke about the process and asked the Board Members if anyone had ex-parte communications with the Applicant or any supporter or objector.

Town Planner Sarah Sinatra presented the item to the Planning and Zoning Board and recommends approval.

Chair Lecour opened the public hearing.

Olha Sperkalz speaking on behalf of Bohdanna Popel, asked if their property next door, or neighboring properties will lose value. Town Planner Sinatra indicated that there are several second story homes in the neighborhood and the variance requested is consistent with the neighborhood. Neither Town Planner Sinatra nor members of the Commission could comment on appraisal.

Vice Chair Peter Glynn made a motion to grant pending the variance is approved by the Town Commission. The motion received a second by Board Member Castellanos. Motion passed with all voting in favor.

## **5. PLANNING AND ZONING APPLICATIONS:**

### **A. Request of the Owner of Property located at 8810 Garland Avenue**

**The applicant is requesting to build a screen porch.**

Town Planner Sarah Sinatra presented the item to the Board.

Applicant spoke in favor of the item.

Vice Chair Glynn made a motion to approve with staff recommendations there be a 20 foot rear setback to meet code requirements. The motion received a second from Board Member Castellanos and all voted in favor.

### **B. Request of the Owner of Property located at 500 94 Street**

**The applicant is requesting to build a masonry wall.**

Town Planner Sarah Sinatra presented the item to the Board.

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

1. provide landscaping in front of the wall;
2. reduce the length of the wall by two feet;
3. paint wall to match the house.

The motion received a second from Vice Chair Glynn and all voted in favor.

### **C. Request of the Owner of Property located at 8939 Abbott Avenue**

**The applicant is requesting to install a shed in their back yard**

Town Planner Sarah Sinatra presented the item to the Board.

Board Member Castellanos made a motion to approve and received a second from Vice Chair Glynn. All voted in favor.

### **D. Request of the Owner of Property located at 1356 Biscaya Drive**

**The applicant is requesting to renovate an existing garage.**

Town Planner Sarah Sinatra presented the item to the Board.

Board Member Castellanos made a motion to approve and received a second from Vice Chair Glynn. All voted in favor.

**E. Request of the Owner of Property located 8859 Carlyle Avenue.  
The applicant is requesting to build a second story addition.**

**\*\* Item was discussed after item 4A\*\***

Town Planner Sarah Sinatra presented the design item.

Board Member Koshal made a motion to approve with a condition of adding moderate landscape buffers on either side of the property. The motion received a second from Board Member Castellanos and all voted in favor.

## **6. ORDINANCES:**

### **A. Trellises**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 "ZONING" SPECIFICALLY SECTION 90-19 "SINGLE-FAMILY AND TWO-FAMILY DEVELOPMENT PROCESS" TO ADD "TRELLISES" LOCATED IN THE REAR OR INTERIOR SIDE YARD TO ITEMS NOT SUBJECT TO PLANNING & ZONING BOARD REVIEW; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Planner Sarah Sinatra presented the item.

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

### **B. Metal Roofs**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 "ZONING" SPECIFICALLY SECTION 90-50 "ARCHITECTURE AND ROOF DECKS" TO EXCLUDE METAL ROOFS FROM PLANNING & ZONING BOARD REVIEW; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE**

Town Planner Sarah Sinatra presented the item.

Vice Chair Glynn asked if there were guidelines as to color. Town Planner Sinatra said she would review the ordinance and modify the language if necessary. Vice Chair made a motion to approve with condition that metal roof color be consistent with neighborhood. The motion received a second from Board Member Castellanos and all voted in favor.

### **C. Carports**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 "ZONING", AND SPECIFICALLY AMENDING SECTION 90-58 "CARPORT CANOPIES" FOR CONSISTENCY WITH DRIVEWAY REGULATIONS AND CONSTRUCTION STANDARDS; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Planner Sarah Sinatra presented the item.

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

### **D. Hardpack Easement**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 SECTION 90-60 "CONSTRUCTION ADJACENT TO BULKHEAD LINES" SUBSECTION 90-60.1 OF THE TOWN OF SURFSIDE CODE OF ORDINANCES REQUIRING NO PERMIT SHALL BE ISSUED FOR THE REPAIR, EXTENSION, ALTERATION OR REPLACEMENT OF ANY HABITABLE, FULLY-ENCLOSED STRUCTURE EAST OF THE OCEAN BULKHEAD LINE; NO PERMIT SHALL BE ISSUED FOR THE CONSTRUCTION OF ANY HABITABLE, FULLY ENCLOSED STRUCTURE CLOSER THAN 20 FEET TO THE WEST OF THE OCEAN BULKHEAD LINE; ALL PROPERTIES EAST OF THE OCEAN BULKHEAD LINE WILL BE REQUIRED TO PROVIDE AN ACCESS EASEMENT TO THE TOWN GRANTING THE PERPETUAL USE OF THE HARDPACK TO THE PUBLIC; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Planner Sarah Sinatra presented the item.

After some discussion whether this should be voluntary, mandatory or retroactive, Board Member Koshal made a motion to approve subject to the outcome of a legal research regarding the legality of requesting property owners to provide an access easement before permit is granted. The Ordinance and report from legal is to be discussed at the August Regular Town Commission meeting. The motion received a second from Vice Chair Glynn and all voted in favor.

## **7. DISCUSSION ITEMS:**

### **A. Veterinary clinics**

Town Planner Sarah Sinatra presented the item and indicated that the Code does not permit this service. The discussion is to introduce the idea of this type of business and possibly changing the code. She stated that she received four (4) emails from businesses in opposition.

Public Speaker David Carmona, DVM gave a Power Point presentation with facts and statistics supporting the need for veterinary services for the community.

Public Speaker Joe Corderi spoke in favor of the item and would like to see this service in the town.

The Board discussed the item and is receptive to such a service but have concerns regarding where this type of service can be placed with a defined space (yard) for walking the dogs, access to and exiting the business as well as noise and odors.

Public Speaker Juan C. Valdes spoke in favor and alternate locations for businesses.

Town Manager Michael P. Crotty asked if the Board could make a recommendation and present it to the Commission for discussion at the next Commission meeting August 13, 2013.

The consensus from the Board was to recommend this item to the Town Commission for approval.

### **B. Schedule Continuous Wall Frontage workshop**

Town Planner Sarah Sinatra said they are ready to put this on the next agenda and some of the items on the future agenda which tie into this may be addressed at a joint meeting with the Commission.

## **8. FUTURE AGENDA ITEMS:**

**A. Capital Improvement Element update**

**B. Sign Code**

**C. Satellite Dishes**

**D. Solar Panels**

**D. Dimensions of parking spaces**

**E. Pyramiding effects of setbacks**

**F. Side setbacks as a percentage of lot frontage**



Town Manager Michael P. Crotty indicated that the public would have a chance to give input on zoning code changes by participating in a survey on the town website. A joint workshop meeting will be set up in September which will allow time for surveys to be analyzed.

Commissioner Joe Graubart spoke about the amount of paperwork being generated and indicated that a couple of years ago there were joint committee meetings and by doing so it could move things along more quickly. Commissioner Graubart also spoke on Sign Code.


Chair Lindsay Lecour would like items a; c; and d. brought back soon and items e. and f. discussed at the joint meeting.

**9. PERMITS ISSUED AND REVENUE REPORT FOR JUNE 2013.**

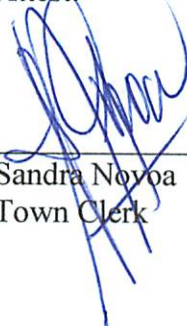
**10. ADJOURNMENT.**

There being no further business to come before the Planning and Zoning Board, the meeting adjourned at 8:40p.m.

Accepted this 29<sup>th</sup> day of August, 2013

  
Chair Lindsay Lecour

Attest:

  
Sandra Noyva  
Town Clerk



## **TOWN OF SURFSIDE**

MUNICIPAL BUILDING  
9293 HARDING AVENUE  
SURFSIDE, FLORIDA 33154-3009

### **PARKS AND RECREATION ADVISORY COMMITTEE MEETING**

7:00 pm

Monday August 26, 2013

Community Center  
9301 Collins Avenue

### **MINUTES**

#### **1. Roll Call of Committee Members**

The meeting was called to order by Retta Logan (Vice Chair) at 7:04pm. A quorum was established.

In attendance: Veronica Lupinacci, Eliana Salzhauer, Arnie Notkin, Stacie Barrett, Parks and Recreation Supervisor, Linda Miller, Town Attorney, Michael Crotty, Town Manager, Marta Olchyk, Commission Liaison, Commissioner Joseph Graubart, Frantza Duval, Recording Clerk.

Tim Milian is absent with regrets.

#### **2. Approval of minutes from 7/15/13**

Eliana Salzhauer made a motion to approve the minutes as amended, Veronica Lupinacci seconded the motion. The motion passed unanimously.

#### **3. Outdoor Fitness Equipment Review**

Stacie Barrett presented a short video on an outdoor gym.

Joe Graubart thought it would be a good idea for the second floor of the community center to have a gym and/or media center/library. He stated Veterans park would be a good location or behind the pool, depending on the dimension or space required.

The total cost allocated for the proposed budget for 13/14 fiscal year was \$12,500, which would include 4 pieces of equipment to start.

Michael Crotty advised that for the 2nd floor of the Community Center \$100,000 was set aside for professional service (design and planning only) and a report should be ready by October for the Commission in order to go out to BID.

Veterans Park was presented as an option for the outdoor gym, but Veronica Lupinacci advised that placing the gym there would leave it open to outside visitors and vandalism.

Space behind the pool is not adequate enough because it is used during camp and the equipment for the gym requires a decent amount of space.

Marta Olchyk doesn't agree with spending the money now when we are considering the second floor of the community center and spending the money again. We should just wait until the second floor of the community center is complete.

Retta Logan advised the pieces of equipment that they're considering would specifically be for outdoor use. She believes that it is a good idea because it encourages people to do something.

Stacie Barrett suggested that 96<sup>th</sup> street park would be a great location for the outdoor gym. Retta Logan advised that it would give the parents something to do while waiting for their children.

Eliana Salzhauer suggested that we should have a comprehensive plan for the outdoor gym.

Eliana Salzhauer wanted to know what liabilities the Town has if we were to have an outdoor gym. Linda Miller advised that the Town is covered under the Florida League of Cities, so the Town Manager and Town Attorney, and Florida League of Cities would need to sit down to discuss the liabilities.

Monies for the outdoor gym would come out of the general fund.

Everyone agrees with the idea but with a few caveats.

Retta Logan made a motion to approve the outdoor gym with the caveats, such as location and that the proposal be brought back to the Parks and Recreation Committee for approval, Veronica Lupinacci seconded the motion. The motion passed unanimously.

4. Tennis Courts Renovation Review/2<sup>nd</sup> Floor Update

The Tennis Center renovations include complete resurfacing of the court, fencing, and lighting.

Stacie Barrett advised that the court would be out of commission for about 60-75 days. The Parks and Recreation Department are working to get the vendors to work together in order to ensure a seamless process.

Once renovation is completed more programming surrounding the tennis center will be done.

Town Manager advised that the Tennis center renovations proposal would appear on the October Town Commission Agenda.

Joe Graubart suggested that the tennis center should have a fee structure in order to help preserve it after renovations are completed.

Michael Crotty advised that the Town Commission set aside \$15,000 for grant writing services for projects such as 96<sup>th</sup> Street Park within 13/14 fiscal year. If grant opportunities presents it can be an opportunity to expedite the process instead of waiting for the 5 year capital plan.

5. Review of Guest Policy for September Meeting

Tim Milian wanted the Parks and Recreation to consider looking into a yearly pass for members.

Eliana Salzhauer is against it and advised that it would open it up to fraud and/or abuse.

Veronica Lupinacci advised that a yearly pass is not good, but monthly pass may be an option.

Marta Olchyk suggested researching what other municipalities are doing.

It would be brought back in the September meeting.

#### 6. Community Input

Eliana Salzhauer advised that the Town use to have the Beach Club, where residents could rent chairs for the beach at a cost. She would like to see the program come back.

Retta Logan made a motion for Tim Milian to look into the condition of the chairs and the umbrellas and to get back to the Committee, Veronica Lupinacci seconded the motion. The motion passed unanimously.

Eliana Salzhauer also spoke on pool hours. She advised that the pool hours changed when kids went back to school.

Stacie advised that hours were extended from last year.

Eliana Salzhauer advised that the pool should remain open for residents and should run concurrently with swim team practice hours. She wants to know the cost to keep staff on for the additional pool hours.

Stacie Barrett advised that keeping the pool open during swim team practice poses a conflict as the swim team utilizes the lap lanes. Staffing also poses a problem as the number of lifeguard has gone down since the end of summer.

Eliana Salzhauer also advised that someone spoke to her regarding doing a few evenings of lap swimming hours.

Retta Logan made a motion to have Tim Milian look into the cost of hiring additional staff to keep the pool open later (while swim team practice is being held) and evening lap swimming hours for adults, Veronica Lupinacci seconded the motion. The motion passed unanimously.

The information on the umbrellas and the pool are to be provided at the next meeting.

#### 7. Meeting Adjournment

Retta Logan made a motion a motion to adjourn the meeting, Veronica Lupinacci seconded the motion. The motion passed unanimously. The meeting ended at 7:53pm.

There being no further business to come before the Committee, the meeting adjourned at  
\_7:53\_ p.m.

Accepted this 16 day of September, 2013

Betta Logan  
Member (Print)

[Signature]  
Signature

Attest:

[Signature]  
Frantza Duval  
Recording Clerk



**TOWN OF SURFSIDE  
PLANNING AND ZONING BOARD  
MINUTES  
AUGUST 29, 2013  
7:00 PM**

**1. CALL TO ORDER**

Chair Lindsay Lecour called the meeting to order at 7:05 pm.

**2. ROLL CALL**

Recording Clerk Frantza Duval called the roll with the following members present: Board Member Jennifer Dray, Board Member Carli Koshal, Vice Chair Peter Glynn and Chair Lindsay Lecour. Board Member Armando Castellanos was absent,

**3. APPROVAL OF MINUTES: JULY 25, 2013 (ATTACHED)**

Vice Chair Peter Glynn made a motion to approve and motion received a second from Board Member Jennifer Dray and all voted in favor.

**4. PLANNING AND ZONING APPLICATIONS:**

**A. Request of the Owner of Property located at 9389 Byron Avenue**

**The applicant is requesting to convert his garage.**

Town Planner Sarah Sinatra presented the item.

Board Member Jennifer Dray made a motion to approve with the condition that the driveway shall be resurfaced or replaced. The motion received a second from Vice Chair Peter Glynn and all voted in favor.

**B. Request of the Owner of Property located at 9217 Dickens Avenue**

**The applicant is requesting to build a patio addition.**

Town Planner Sarah Sinatra presented the item.

Board Member Carli Koshal made a motion to approve. The motion received a second from Board Member Jennifer Dray and all voted in favor.

**C. Request of the Owner of Property located at 9476 Harding Avenue**

**The applicant is requesting to install a permanent sign.**

Town Planner Sarah Sinatra presented the item.

Vice Chair Peter Glynn requested more information regarding the illumination of the sign and applicant Daniel Tarrab was able to provide the details of the proposed sign. A motion was made by Board Member Jennifer Dray to approve with the condition that the



applicant apply for a Certificate of Use and a Local Business Tax Receipt. The sign permit shall not be released until the applicant applies for a Certificate of Use and a Local Business Tax Receipt. The motion received a second from Board Member Carli Koshal and all voted in favor.

**D. Request of the Owner of Property located at 9472 Harding Avenue**

**The applicant is requesting to install a permanent sign.**

Town Planner Sarah Sinatra presented the item.

Town Planner Sinatra mentioned that the illegal awnings were put up by the prior owner. Applicant Criulio Santillo spoke regarding the sign and color and said he was opening a high end Italian restaurant. Some Board members, although not opposed to the sign, felt that the sign had no color contrast and did not reflect a fine dining establishment. Vice Mayor Peter Glynn made a motion to accept with the following conditions:

1. Remove all illegal awnings. The awnings did not receive approval for the location and must be removed. The Code states that an awning shall not encroach more than six feet over the sidewalk. The existing awning, which was never approved by the Town and has outstanding code violations levied on the prior awning, must be removed.
2. Apply for all required permits. Applicant has been working without permits. The sign permit shall not be released until all required permits have been applied for through the Building Department.
3. Apply for a Certificate of Use and a Local Business Tax Receipt. The sign permit shall not be released until the applicant applies for a Certificate of Use and a Local Business Tax Receipt.
4. The reverse channel lettering proposed for the primary sign shall be individually mounted to the wall face and not mounted on a separate backing.

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

**5. DISCUSSION ITEMS:**

**A. Wall frontage and side setbacks in H120**

Town Planner Sinatra indicated that the Building Code Ordinance regarding maximum wall frontage had been amended in 2012 and Vice Mayor Karukin requested that this be looked into a little further.

Vice Mayor Karukin expressed his concern regarding large size buildings and their fit in the town as well as other issues such as building frontage, spacing between buildings and parking. Vice Mayor Karukin suggested some options regarding building masses and Town Planner Sinatra presented diagrams of three different scenarios. The Commission discussed the options and Vice Chair Glynn had concerns about placing too much of a limit on architecture and how it could adversely affect the design. Guest Speaker Commissioner Joe Grubart gave some input regarding side setbacks and suggested the Board consider different size



breezeways between buildings. Public Speaker Jorge Gutierrez gave some suggestions as to setbacks and building size and design. Vice Chair Glynn asked Board Liaison Mayor Dietch for his thoughts on new development. Town Planner Sinatra will do more research regarding parking and Chair Lecour suggested that recommendations be presented at the joint Commission and Planning and Zoning Board Workshop scheduled for September.

**B. Veterinary Clinics**

Vice Chair Peter Glynn suggested the Board move forward on the issue. Public speakers Ann Findlay, Kenny Stone, David Carmona, DVM and Vice Mayor Karukin all spoke in favor of a Veterinary Clinic and thanked the Board for their positive feedback. After some discussion and based on previous discussions at the Commission Meeting and previous Board Meeting, Chair Lindsay Lecour suggested an ordinance be drafted. Board Member Jennifer Dray made a motion that Town Planner Sarah Sinatra drafts an ordinance addressing the issues. The motion received a second from Vice Chair Peter Glynn and all voted in favor.

**6. FUTURE AGENDA ITEMS:**

**A. Capital Improvement Element update (Sept)**

**B. Sign Code**

The Board strongly feels that the Commission considers adding revenues into the 2014 budget for sign codes. Board Member Dray indicated the importance of design code especially in the retail district.

**C. Satellite Dishes (Oct)**

**D. Solar Panels (Sept)**

**E. Dimensions of parking spaces (Oct)**

**F. Pyramiding effects of stepbacks (Joint Meeting Workshop)**

Chair Lindsay Lecour directed staff to coordinate a joint meeting with the Commission within the next few days.

**G. Planning and Zoning Board Meetings**

The Planning and Zoning Board meetings were changed for the month of October, November and December to accommodate for different events and holidays. The new scheduled Planning and Zoning Board Meeting dates will be October 24, November 21 and December 19, 2013.


**7. PERMITS ISSUED AND REVENUE REPORT FOR JULY 2013.**

**8. ADJOURNMENT.**

There being no further business to come before the Planning and Zoning Board, the meeting adjourned at 9:06 p.m.

Accepted this 2<sup>nd</sup> day of October, 2013

Attest:

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

  
\_\_\_\_\_  
Chair Lindsay Lecour



**TOWN OF SURFSIDE**  
**Tourist Board Meeting**  
Tuesday September 10, 2013 – 5:30 p.m.  
Town Hall Commission Chambers  
9293 Harding Avenue, 2<sup>nd</sup> Floor  
Surfside, FL 33154

**MINUTES**

**Tourist Board Members**

Barbara Cohen (Vice Chair)  
Randi MacBride  
Barbara McLaughlin

**Town of Surfside**

Joe Graubart, Commission Liaison  
Duncan Tavares, TEDACS Director  
Frantza Duval, Recording Secretary

*\*\*\* Out of respect for the Board, Town Staff and the Public please turn off your electronic devices\*\*\**

**I. Call to Order and Roll Call**

The meeting was called to order by Barbara Cohen at 5:43pm. A quorum was established.

Also in Attendance: Linda Jain, Web and Special Projects Coordinator, Terrell Fritz – RMA, Linda Miller, Town Attorney, Sarah Johnston, Assistant Town Attorney, June Neville, Resident, Luciana Saliani of Lynx Corp, Michael Crotty, Town Manager.

Eli Tourgeman and Ricardo Mualin were absent with regrets.

**II. Approval of Minutes: June 3, 2013 & August 5, 2013**

Barbara McLaughlin made a motion to approve the June 3, 2013 minutes; Randi MacBride seconded the motion. The motion passed unanimously.

The minutes for August 5, 2013 were deferred until the next meeting.

**III. Accounts Receivable & Accounts Payable**

No comments

**IV. Randi MacBride Bio for Tourism Website ~ Outstanding Item**

\*Deferred

**V. Outside Exercise Equipment ~ Commissioner Graubart (5 minutes)**

\*Deferred

**VI. Gusto Italiano Update ~ Luciana Saliani (5 minutes)**

Luciana Saliani is making progress with several of the potential contacts. She has an idea of the space available. She will be in Italy in the upcoming days and will be meeting with several contacts.

She would like an opportunity to speak again at the next Tourist Board meeting in October.

**VII. Holiday Lights presentation**

Randy Meyerson with Miami Christmas Lights (MCL) presented on Holiday Light proposals. He has worked in Coral Gables, on Brickell, and in Dania Beach.

They would like to create something that will be a brand for the Town and that would attract outside people.

First Theme: Winter Wonderland (White & Blue)

Includes: Animal Statuettes – Polar Bear, Penguins

Personalized Light Pole Banners (Involve local elementary school)

Second Theme: Oasis Beach (Orange/Yellow & White)

Includes: Reindeer with surf board, turtle in the life guard stand

Personalized Light Pole Banner

Barbara McLaughlin's concerns were the sizes of the statuettes that would be included within the sidewalk and in the pocket parks. Randy Meyerson advised that the statuettes would be fashioned in accordance to the new Harding Streetscape and would be made to fit.

Barbara Cohen does not like the idea of blue and white because a few residents believe that it favors a particular group.

Barbara McLaughlin feels that the lights favor more of a catalog look and does not represent Surfside.

Duncan Tavares advised that Board should look at colors, style, etc and suggest exactly what they would like to see.

Randi MacBride likes the winter wonderland theme, but inquired if the lights could transition into several colors. The Board was advised that it could be done but cost would be a factor. She also suggests doing different themes on each block, but MCL recommended that the blocks be consistent to create a flow through the Town.

Duncan Tavares recommended that the Board have another meeting before the end of the month to address this item and others that the Board did not have time for at this meeting.

**VIII. Sister Cities**

Duncan Tavares advised that the Mayor wanted the Board to know about this program. It is fashioned so that the Town aligns with other cities for cultural and economic exchange. It is a great

way to foster a relationship with other cities and towns. Duncan Tavares will provide more information after the Town Commission meeting.

Commissioner Joseph Graubart recommended that we align with another town with the Surfside name.

**IX. Turtle Locations / Collection Cans for Charity?**

Duncan Tavares stated that it was suggested that the Board put up a charity box near the Turtles. The Board was concerned about theft. This item would be brought back at the next meeting.

**X. Aerial Photos & Video**

\*Deferred

**XI. November Meeting Move To Wednesday November 6, 2013**

Due to County Elections the meeting will be moved to November 6, 2013. The Board is in agreement with the change.

**XII. Ethics / Conflict of Interest ~ Robert Meyers / Time Certain 6pm (40 minutes – 6:20pm)**

The idea is to adopt a policy that is stricter than the County and the Town's code.

**III. Standards of Conduct**

Robert Meyers recommended that the County be in charge of enforcing the Code of Ethics for the Town.

Should there be a question regarding ethics, Board members would consultant with the Town Attorney for a safe harbor opinion; by consulting with the Town Attorney regarding ethics, Board Members would essentially be safe from prosecution from Miami Dade County Board of Ethics.

Board Members should not receive gifts from anyone (vendors, proposers, etc.) Can receive a gift if this gift is to be used for a Town event etc.

If an owner of a new restaurant wanted to give a free lunch and they were not trying to influence you because you were a Board member it would be acceptable.

Board members can solicit gifts only if it's for official town business.

Gift is defined as anything of value.

Robert Meyers will create and include a definition section in the policy.

**Voting Conflicts**

Robert Meyers recommended that Board Members should announce their conflict and not participate in discussions and voting so as not to sway decisions.

### **Duty to Disclose**

Board Members would be required to verbally disclose information or relationship that may affect a decision by the Board.

Linda Miller suggested that the Board add language regarding someone who speaks to a Board Member outside of regular Board meeting regarding Board business. Board members would then be required to notify the Town clerk in writing.

### **Appearance of Impropriety**

Robert Meyers recommend that Appearance of Impropriety should be in the pre-amble and not left up to the Ethics Board. He recommended that the Board remove it altogether.

Financial disclosures are a part of state charters, but a section should be added.

Duncan Tavares advised that the draft of the final document should be presented at the next meeting.

A definition section should be added; especially on the definition of gifts.

Appearance of impropriety will remain until the final draft for additional discussion.

Voting conflicts should specify that Board Members can sit in meetings, but not participate in discussions.

### **XIII. *Updates:***

- a. **Resort Tax Compliance / Audit II / Special Fund Designation\*** ~ Finance Department Review
- b. **\*Resort Tax Comparison to Miami Beach** ~ Request to Finance Department
- c. **Resort Tax Penalty Language** ~ Town Attorney review as part of overall ordinance review
- d. **Apps & Wayfarers** ~ Part of Town review of Software needs for FY 13/14 Budget

### **XIV. *Next Meeting:* October 7, 2013 (Policies & Procedures ~ Robert Meyers)**

### **XV. *Adjournment***

Randi MacBride made a motion to adjourn the meeting; Barbara McLaughlin seconded the motion. The motion passed unanimously. The meeting ended at 7:00pm.

There being no further business to come before the Committee, the meeting adjourned at  
\_7:00\_ p.m.

Accepted this 7 day of October, 2013

BARBARA COHEN

Member (Print)

Barbara Cohen

Signature

Attest:

Frantza Duval

Frantza Duval  
Recording Clerk



**TOWN OF SURFSIDE  
DVAC**

**Tuesday September 10, 2013 – 7:00 p.m.  
Commission Chambers**

Town Hall 9293 Harding Avenue, 2<sup>nd</sup> Floor  
Surfside, FL 33154

**MINUTES**

**I. Call to Order and Roll Call**

The meeting was called to order by Town Manager, Michael Crotty at 7:11pm.

Also in Attendance: Michelle Kligman, Commissioner, Linda Miller, Town Attorney, Sarah Johnston, Assistant Town Attorney, Terry Cohen, Sarah Sinatra, Town Planner, Duncan Tavares, TEDACS Director, Linda Jain, Web Coordinator, Louis Cohen, Ken Arnold, Andy Labrada, Nancy Rachman, Barbara Cohen, Barbara McLaughlin, Henry Stevens, Kenneth Stowe, Terrell Fritz, RMA Associate, Daniel Dietch, Mayor, Michael Karukin, Vice Mayor, Joseph Graubart, Commissioner, Chief David Allen, Walter Javier, Dr. Curson, Adam Markow, Janet Shicman, David Camona, Fred Alias, Marty Oppenheimer

**II. Introduction by Town Manager Michael Crotty**

The meeting was called due to potential re-zoning in Downtown to allow for Veterinary Clinics.

**III. Approval Meeting Minutes: June 24, 2013**

Louis Cohen made a motion to approve the minutes, Nancy Rachman seconded the motion. The minutes were approved. The motion passed unanimously.

**IV. Permitted Uses and Veterinary Clinics ~ Dr. David Camona / Sarah Sinatra**

Sarah Sinatra advised that as per Town Code Vet Clinics are prohibited Downtown.

Dr. Camona presented on veterinary clinics.

Services include:

- Preventative Medicine
- Internal Medicine & Endocrinology
- General Surgery
- Neurology
- Dermatology
- Dentistry
- Specialty Soft Tissue and Orthopedic Surgery
- Abdominal Ultrasonography
- In-House Laboratory and Pharmacy
- Morning Pick-up and Evening Drop-Off Service
- Referral Hospital Transport
- Retail Products (Related to Pet Care)



Building would be constructed to combat noise and odor.

Louis Cohen asked if the building is being bought or leased.

There would be no boarding at the clinic as this would be contracted out.

The current zoning code and language would need to be change.

Some provisions could include:

- Types of animals treated
- Waste Disposal
- No overnight boarding
- Sound
- Odor
- Waiting room should not be visible from public right-of-way
- No grooming
- Minimum distance of 500 feet between vet clinics

Ken Arnold asked if the neighbors are aware of the potential vet clinic being proposed.

Sarah advised that once an applicant receives a permit for conditional use they would have issue a notice, and a separate meeting would then be required.

Andy Labrada inquired about the distance between vet offices and wondered should the distances be further.

Sarah advised that it's not in the Town's best interest to spot zone (zoning for specific person or clinic). They have to be sensitive to each business. She will prepare a map to show different points in downtown and show the radius.

Terry Cohen advised that we should look into bringing merchants that are different to what we currently have in town.

Residents provided feedback with respect to the vet clinic and are very much in favor of the idea.

Dr. Curson spoke about his concern over how the Town would enforce regulations imposed on a clinic. Rendering he has seen about benches could also cause a problem with vagrants. With the existing parking shortage this type of business would only add to the problem.

### **MOTION**

Nancy Rachman made a motion in favor of approving section 90-41 to the Commission contingent on looking at the distance requirement and allowing for grooming, assuring that the Town follows the due process and that surrounding businesses have the opportunity to comment, Andy Labrada seconded the motion. The motion passed unanimously.

### **Parking:**

Chief David Allen provided an update regarding parking within the business district.

Parking is an issue due to construction workers filling the parking spaces early in the morning.

Chief advised that he had to shut the lots during certain hours to deter workers from parking, but it only works for so long.

The Chief is working with Town Attorney to see if they can come up with an ordinance to ban commercial vehicles in the Abbott lot.

The Chief is looking for recommendation on the parking situation as there is no real way to enforce restricting parking for construction workers.

Parking is currently leasing 100 permits to employees within the business district. There is currently a waiting list for permits.

A suggestion was to make developers pay for off duty officers and shuttle buses with respect to using the Miami Beach parking lot.

The biggest issue is enforcement of stricter parking rules. The Town doesn't have the resources available to enforce.

**V. BID Process Update ~ Terrell Fritz**

Terrell Fritz provided an update on the BID process. He received mixed responses for the BID with respect to the possible addition of a vet clinic within the Downtown business district.

A major concern during the last meeting was parking.

He will create a more detailed plan and will start the formal process to bring forward to the Commission in October.

**VI. Downtown Streetscape Update**

Duncan Tavares advised that the Town has received the permit for tree removal from Miami Dade County. The Town is in the final stages of the permitting phase from Florida Department of Transportation. The project will be done overnight to eliminate traffic and business interruption within the downtown area.

**VII. Action Item ~ TBD**

**VIII. Public Comment**

Louis Cohen wanted an update regarding the last motion made at the DVAC meeting with Joe Damien and Code Compliance.

The Town Manager advised that the reports have been updated. The emphasis shifted from downtown to the issue of site triangles within the residential district. A special meeting with the Town Commission will be held in November to address Code Compliance priorities.

**IX. Next meeting: Monday October 28, 2013**

**X. Adjournment**

The meeting was adjourned at 9:00pm by Michael Crotty, Town Manager.



**TOWN OF SURFSIDE**  
**Tourist Board Meeting**  
Wednesday September 25, 2013 – 5:30 p.m.  
Town Hall Commission Chambers  
9293 Harding Avenue, 2<sup>nd</sup> Floor  
Surfside, FL 33154

**MINUTES**

**Tourist Board Members**

Barbara Cohen (Vice Chair)  
Randi MacBride (6:01pm)  
Barbara McLaughlin  
Ricardo Mualin

**Town of Surfside**

Duncan Tavares, TEDACS Director  
Frantza Duval, Recording Secretary

*\*\*\* Out of respect for the Board, Town Staff and the Public please turn off your electronic devices\*\*\**

**I. Call to Order and Roll Call**

The meeting was called to order by Barbara Cohen at 5:38pm.

Eli Tourgeman was absent with regrets.

**Also in attendance:** Linda Jain, Web & Special Projects Coordinator, Linda Miller, Town Attorney, Sarah Johnston, Assistant Town Attorney, June Neville, Resident, Katherine McAninch, Welcome Channel, Solange and Randy Meyerson, Miami Christmas Light, Grant Gravitt, Miss Florida USA Pageant, Karen D., Resident, Lisa R., Resident, Dana Kulvin, Resident, Jackie Ivory, Resident, Mark Slatko, Skymark Productions

**II. Preparing For Meetings**

Tourist Board meetings are becoming longer due to new projects and more spending capabilities. The latter opens the meetings to more vendors wanting to make presentations to the Board. Duncan Tavares advised that the Tourist Board is an open board and members should be open to receive ideas to effectively make decisions on managing incoming funds. Meetings are being held up on such administrative issues as minutes being read at the meeting. This slows down the process.

Duncan Tavares is looking for recommendations on how to get the information out to the Board Members prior to the meeting so that they can be prepared for the meetings.

Barbara McLaughlin can pick up the information or it can be emailed to her.

Ricardo Mualin prefers to be emailed the information.

Barbara Cohen can also pick up the information.

Randi MacBride can also pick up the information.

Duncan Tavares will send information out to the Board a week out and see how it works via email and will print the packets and leave them with the Police Dispatch for all Board Members.

### **MOTION**

Ricardo Mualin made a motion to defer items 3, 4, 5 of the agenda until the arrival of Randi MacBride and to move up items 6, 7, 8, 9; Barbara McLaughlin seconded the motion. The motion passed unanimously.

### **III. Approval of Minutes: August 5, 2013 ~ *This is imperative in order to give to the Town Commission with the Tourism 5 Year Strategic Plan at their October 7 meeting.***

Barbara McLaughlin made a motion to approve the minutes, Randi MacBride seconded the motion. The motion passed unanimously. The minutes were approved.

**\*\*For the record, an email regarding the Tourist Board's September 25, 2013 agenda sent by the Chair, Eli Tourgeman, are attached to the minutes.\*\***

### **IV. Randi MacBride Bio for Tourism Website ~ Outstanding Item** There has been no bio provided to date.

### **V. Town Clerk Contact Form**

Duncan Tavares advised that forms are required by Town Clerk in order to keep accurate and updated information of Board Members. They were emailed to all of the Board Members by the Town Clerk and TEDACS Director as part of this meeting's agenda packet and they are part of the printed agenda packet presented at this meeting. Even if the Board wanted the agenda packets to be delivered to them prior to a meeting the Town does not have a record of where the Board members live.

### **VI. Holiday Lights**

Randy Meyerson with Miami Christmas Lights (MCL) presented on Holiday Light proposals. He has worked with Coral Gables, Brickell, and Dania Beach.

They would like to create something that will be a brand for the Town and that would attract outside people.

#### **Oasis beach – White/Golden Brown**

Includes: Reindeer with surf board, turtle in the life guard stand  
Personalized Light Pole Banner

Barbara Cohen advised that currently there is no money left in the budget.

Randy Meyerson advised that if no trees are available due to the streetscape project timeline the light poles can be decorated.

MCL maintains and stores all supplies.

A new issue may be that the trees may not be on Harding and the electric system may not be functional.

Randi MacBride asked, since the timeline is uncertain, what the Board is committing to and Duncan Tavares advised that the proposal is for a year to year basis with contract renewal.

Lighting doesn't need time, but the more customized pieces need more production time.

Ricardo Mualin wants to know the price to wrap the trees with and without the lights on the palms. (White lights or what was done last year).

Lead time for lights only is a few weeks.

Randy Meyerson wants to know when the Medjools are coming in and Duncan Tavares suggested that he speak to Joseph Kroll, Public Works, on the status of the project as MCL came to the Board through Public Works and there is a professional relationship between the company and Public Works.

Randy Meyerson will come back with the pricing for lighting the trunks, tops and palm sprays.

## **VII. Miss Surfside – Grant Gravitt**

The pageants are geared toward empowerment, esteem, and creating role models. Contestants will gain the ability to network future business aspects.

Through the program the winner of the pageant will get an opportunity to win a four year scholarship to Florida Atlantic University (FAU).

The concept is to hold a Miss Surfside Pageant at the Community Center. The winner from the Miss Surfside Pageant would advance to Miss Teen USA and be eligible for the four year scholarship at FAU.

Preliminary pageants are held from October through June and preparations for state are made from July through October.

Classes could be cultivated through the Parks and Recreation Department.

The expense of running the event can be alleviated through ticket sales and possibly through the involvement of the Surfside Business Association.

The only cost for each contestant would be a \$500 admission fee.

Barbara McLaughlin suggested that the new hotels would be great venues for this type of event.

Dana Kulvin was in favor of the program and advised that Surfside needed to be represented and that there is a lack of programs for teens within the Town.

Ricardo Mualin wanted to know who sponsors these events in other cities and Grant advised that it varies.

Ricardo Mualin advised that ultimately Parks and Recreation would be the department to run this event.

### **MOTION**

Barbara Cohen made a motion that the Board send the program to the Parks and Recreation Department for a decision and suggested that the Tourist Board donate at least \$1,000 to the event. There was no second.

Barbara McLaughlin made a motion that, until such time Parks and Recreation can set up a program to train and educate young women to compete for the title, and the Town has a proper venue available for such a competition, the Tourist Board will defer on the approval of the donation / sponsorship until the Parks and Recreation staff has agreed to put the program together. Ricardo Mualin seconded the motion. The motion passed unanimously.

### **VIII. Aerial Photos & Video**

Mark Slatko showed video of aerial footage of the Town and other locations.

He uses a multi-rotor which flies from 4inches off the ground to 400ft in the air. It has 4k cinematic quality. These videos can eventually be put on television if desired.

Duncan Tavares is seeking authorization to proceed to build a database of photos and videos to utilize for different promotions etc.

Barbara Cohen inquired if hotels will put money into this idea but Duncan Tavares advised that most are already paying into resort tax which funds these initiatives.

Ricardo Mualin inquired if this type of funding is included in the budget and Duncan Tavares advised that it can be incorporated.

### **MOTION**

Ricardo Mualin made a motion to allow Duncan Tavares to proceed with this for the different areas (marketing, website, events) where he deems fit but keeping to the budget allocations; Barbara McLaughlin seconded the motion. The motion passed unanimously.

### **IX. Welcome Channel - Katherine McAninch**

The cost would be \$500 to update the current Town video.

The cost to create a completely new video would be \$2,200.

Katherine McAninch suggested:

1. Traditional advertising through the year.

2. A co-op using merchants. (Various merchants used in rotation).

The cost compared to a local channel would be \$6000 for a year.

Welcome Channel generates an 87% renewal rate.

The Board is interested in doing business with Welcome Channel and wants them to come back once projects are more complete and the Board has had enough time to further discuss the branding of the Town.

**X. Entrance Feature Holiday Lights**

**MOTION**

Ricardo Mualin made a motion to move forward with Topper B for the street wayfarer entrance signs; Barbara McLaughlin seconded the motion. The motion passed unanimously.

Randi MacBride made a motion to amend the previous motion and to only authorize two (2) street wayfarer toppers (Topper B) for the 96<sup>th</sup> Street and Harding Avenue business district and for Duncan Tavares to negotiate the price with the vendor; Ricardo Mualin seconded the motion. The amended motion passed unanimously.

**XI. Tales of the Surfside Turtles Next Chapter**

The Vice Mayor has suggested that the Board keep the Turtles for the Town; however Duncan Tavares advised that the Turtles are not designed for a long term installation.

Duncan Tavares suggested that the Board approve removing those that have already been committed to other people and wanted to know if he should continue to sell the Turtles as buyers want to take possession immediately and not wait until the end of the program in 2014.

He also advised that two Turtles have been sold recently and they would need to go immediately.

Duncan Tavares recommended that the remaining 8-10 Turtles be placed between Collins and Harding Avenues near Town Hall and designate the streets "Turtle Way", "Turtle Walk", "Turtle Alley". Or some other designation could be chosen so that people could visit the remaining Turtles. They would have more of an impact in a smaller area and should be safer from all of the Town's new and future construction projects. The new location would make the initiative more manageable and cost effective for Town staff.

The Board agreed with the idea presented but wanted to continue selling the Turtles. New owners could take possession immediately after purchase. Duncan Tavares advised that the continued "removal" of Turtles throughout the remaining time of the program would jeopardize the marketing of the program going forward.

## **MOTION**

Ricardo Mualin made a motion to move the remaining Turtles to the location between Harding and Collins Avenues near Town Hall; Barbara McLaughlin seconded the motion. The motion passed unanimously.

Ricardo Mualin suggested that the Board receive a report on the Turtle project to date.

Duncan Tavares advised that he would formalize an update for a subsequent meeting.

**XII. Next Meeting:** October 7, 2013 (**Policies & Procedures ~ Robert Meyers**) / *November Meeting Moved To Wednesday November 6, 2013.* Information on this item was handed out to the Board Members.

**XIII. Item for October Meeting:** no more vendor presentations or new initiatives until the FY 13/14 plan is discussed in detail ~ Eli Tourgeman

**XIV. Adjournment**  
Randi MacBride made a motion to adjourn the meeting; Ricardo Mualin seconded the motion. The motion passed unanimously. The meeting ended at 8:15pm.



## Duncan Tavares

---

**From:** eli.tourgeman@us.hsbc.com  
**Sent:** Friday, September 20, 2013 2:28 PM  
**To:** Duncan Tavares  
**Subject:** to be read for the record at the Tourist Board Meeting 9/25/13

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Categories:** Red Category

Duncan n Board Member:

I am very sorry that i am unable to attend in person this meeting as i am out of the country. Nevertheless i want to express my position on the following items;  
Holiday Lights... my support for this initiative is wrap around lights on the entrance signs. As you all know my position for this particular is that the more lights for this season will make an impact at the entrances of surfside this couple with the Surfside Business Association project light up Surfside. The old wrap around was similar in designed, extremely well recieved and it had a great impact as it made the statement for the holidays.

Miss Surfside initiative: As you are all aware we have dedicated endless amount of time in deciphering all initiative for the upcoming budget year. It culminated with an extensive special workshop and we all had input in what was to be done for the 13/14 year. At this time i beleive we should be focusing on details and all projects approved by this board. We should not be confusing this initiative by adding additional projects that were not considered or approved by this board

Aerial photos n videos... this item fully supports our vision to increase our presence in marketing and electronic media

Welcome Channel: this initiative in the past has not proven to be an efective method of advertising. We could consider this item once the budget funds have been allocated for 13/14 year as this may prove to be an expensive and an over budget item.

Tails of the Turtles: We should keep the turtles initiaves and continue to obtain sponsors or sell for the unspoken ones. If a turtle is sold and the buyer wishes to take immediate possession of the turtle we should allow them to have it. Also, we ned to look at the inventory and perhaps re position some of them for maximum exposure.

Thank you for allowing me to express my views at this meeting via email.  
sincerely,  
eli tourgeman

Eli Tourgeman, Vice President

\*\*\*\*\* This E-mail is confidential.  
It may also be legally privileged. If you are not the addressee you may not copy, forward, disclose or use any part of it. If you have received this message in error, please delete it and all copies from your system and notify the sender immediately by return E-mail. Internet communications cannot be guaranteed to be timely, secure, error or virus-free. The sender does not accept liability for any errors or omissions.

There being no further business to come before the Committee, the meeting adjourned at  
\_8:15\_ p.m.

Accepted this 7 day of October, 2013

BARBARA COHEN

Member (Print)

Barbara Cohen

Signature

Attest:

Frantza Duval  
Frantza Duval  
Recording Clerk



**Town of Surfside  
Town Commission Meeting  
November 12, 2013  
7:00pm**

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

**RESOLUTION COVER MEMORANDUM**

**Title:** Voter Rights Restoration Urging Resolution

**Submitted By:** Daniel Dietch, Mayor

**Objective:** That the Surfside Town Commission approve the enclosed Resolution urging and encouraging Governor Scott and the Florida Legislature to repeal all laws which impede or deny the restoration of voting rights for convicted felons that have satisfactorily served their sentence.

**Consideration:** Voting is a fundamental right and a cornerstone of our democracy, yet millions of American have had their right to vote revoked for periods ranging from the time spent incarcerated to a lifetime.

As of 2010, Florida had more than 1.5 million disenfranchised citizens due to a felony conviction, which amounts to the disenfranchisement of more than 10 percent of the state's voting age population and more than 23 percent of Florida's African-American voting age population, the highest in the nation.

On March 9, 2011, the Florida Rules of Executive Clemency were toughened, as the automatic restoration of civil rights and the ability to vote was no longer granted for any convicted criminal offense. Currently, all individuals convicted of any felony now need to apply for executive clemency after a five year waiting period, and individuals convicted of certain felonies, such as murder, assault, child abuse, drug trafficking and arson are subject to a seven-year waiting period and a Clemency Board hearing to determine whether or not the ability to vote will be restored.

Through this urging, Surfside can send a message to Governor Scott and the Florida Legislature that the automatic restoration of voting rights will give a person a meaningful way to re-enter society, allow them to participate in our democracy, and incentivize good behavior.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE TOWN OF SURFSIDE,  
FLORIDA URGING AND ENCOURAGING THE  
FLORIDA LEGISLATURE TO REPEAL ALL  
LAWS WHICH DENY THE RESTORATION OF  
VOTING RIGHTS; PROVIDING FOR  
INCORPORATION OF RECITALS; PROVIDING  
FOR AN EFFECTIVE DATE.**

**WHEREAS**, on March 9, 2011, the Florida Rules of Executive Clemency were toughened, as the automatic restoration of civil rights and the ability to vote was no longer granted for any convicted criminal offense; and

**WHEREAS**, currently, all individuals convicted of any felony now need to apply for executive clemency after a five-year waiting period, and individuals convicted of certain felonies, such as murder, assault, child abuse, drug trafficking and arson are subject to a seven-year waiting period and a clemency board hearing to determine whether or not the ability to vote will be restored; and

**WHEREAS**, in 2010, an estimated 5.85 million people in the United States could not vote due to a felony conviction, an increase from the 2004 total of 5.26 million and the highest number since at least 1960; and

**WHEREAS**, as of 2010, Florida has disenfranchised 1,541,602 citizens due to a felony conviction, which amounts to the disenfranchisement of more than 10% of the state's voting age population and 23.3% of Florida's African-American voting age population, the highest in the nation; and

**WHEREAS**, in 38 states, most felons get voting rights restored automatically upon completion of his or her sentence, with some states making an exception for violent crimes; and

**WHEREAS**, once an individual has served his or her time, the scarlet letter precluding the participation in our democracy should be removed from his or her head; and

**WHEREAS**, those involved in the restoration of one's voting rights have experienced ex-felons who want to become involved in their communities, want to be able to cast their vote in an election and want to have a say in the government to make a difference in a very positive manner; and

**WHEREAS**, many believe that the only reason not to let felons vote is to stigmatize them or to continue punishing them, and if allowed to vote, they would be less likely to return to prison and more likely to become reintegrated into their communities; and

**WHEREAS**, voting is a fundamental right and a cornerstone of our democracy, yet millions of American have had their right to vote revoked for periods ranging from the time spent incarcerated to a lifetime; and

**WHEREAS**, the Town of Surfside believes that the automatic restoration of voting rights will give a person a meaningful way to re-enter society, allow them to participate in our democracy, and incentivize good behavior.

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

**Section 1. Recitals.** The above-stated recitals are hereby adopted and confirmed.

**Section 2. Support by the Town of Surfside Town Commission.** The Town Commission hereby strongly urges the Florida State Legislature to repeal all legislation that denies the restoration of voting rights.

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

**Section 4. Direction to Town Clerk.** The Town Clerk is hereby directed to transmit a copy of this Resolution to: Governor Rick Scott; all State Representatives and State Senators; Michael Sittig, Executive Director of the Florida League of Cities, Inc.; Richard Kuper, Esquire, Executive Director of the Miami-Dade County League of Cities, Inc.; and to the Presiding Officers and Council members of the municipalities in Miami-Dade County.

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

**PASSED and ADOPTED** on this \_\_\_\_ day of \_\_\_\_, 2013.

Motion by Commissioner \_\_\_\_\_, second by Commissioner \_\_\_\_\_.

**FINAL VOTE ON ADOPTION**

Commissioner Joseph Graubart  
Commissioner Michelle Kligman  
Commissioner Marta Olchyk  
Vice Mayor Michael Karukin  
Mayor Daniel Dietch


\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**ATTEST:**

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

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



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





## Town of Surfside Commission Communication

**Agenda Item #** 3H

**Agenda Date:** November 12, 2013

**Subject:** Expenditure of Forfeiture Funds for Fiscal Year 2013-2014

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

**Background:** Forfeiture funds may be used for law enforcement purposes only including supporting community policing activities, law enforcement training, law enforcement operations, law enforcement equipment, crime awareness programs, and community-based initiatives.

**Analysis:**

1. The Police Department conducts crime prevention initiatives, programs, and training and distributes crime prevention material for children, residents and businesses throughout the year. The training and programs include the Citizens Police Academy, monthly crime prevention workshops, school career days, Teen Summer Police Camp, Seniors in Surfside program, Holiday Toy Drive, Reserve Police Officers Program, residential and commercial security surveys, Community Emergency Response Team, victim awareness seminars, Citizens Patrol, Bike with the Chief, Crime Prevention Expo, Eye on Surfside neighborhood watch signage, crime mapping and alerting system, and other courses. The Police Department also sponsors several community-based events during the fiscal year including a summer camp scholarship, PAL Parade and Beach Party, Police Halloween Safety Night, Police Officers Assistance Trust, and Drug Awareness and Family Fun Day. The projected cost is \$8000.
2. The patrol mobile laptop program allows officers to electronically complete their reports and conduct criminal and driver license checks on the road. The project includes the cost for the lease of the laptops, the software, and the air cards at \$28,000.

3. The Police Department also purchases special police equipment throughout the fiscal year. This equipment may include weapons, weapon accessories, ammunition, simunition, leased vehicles, body armor, telecommunication undercover cellular phones, electronic surveillance, office supplies, fitness and training. Costs for law enforcement training, travel, transportation, and overtime to perform official law enforcement duties and activities may also be expended during the fiscal year. The projected cost is \$10,000.

**Budget Impact:**

The total expenditure from forfeiture fund is \$46,000. The forfeiture fund balance is \$139,414.94 as of September 30, 2013.

1. \$8,000 for crime prevention events, programs, training, and materials and for promotional activities for community-based initiatives
2. \$28,000 for patrol mobile laptop program lease and air card
3. \$10,000 for law enforcement equipment, training, travel and overtime.

**Staff Impact:** N/A

**Recommendation:** It is recommended that the Surfside Town Commission approve the resolution to utilize \$46,000 from forfeiture funds to support crime prevention initiatives and materials, community-based programs and events, the patrol mobile laptop project and other law enforcement special equipment, training, travel and overtime.

  
\_\_\_\_\_  
David Allen  
Chief of Police

  
\_\_\_\_\_  
Michael Crotty  
Town Manager



**RESOLUTION NO. 13- \_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION  
OF THE TOWN OF SURFSIDE, FLORIDA,  
PROVIDING FOR THE FISCAL YEAR 2013/2014  
POLICE CONFISCATION FUND EXPENDITURE  
IN THE AMOUNT OF \$46,000 FROM THE  
FORFEITURE FUND TO SUPPORT CRIME  
PREVENTION INITIATIVES, COMMUNITY-  
BASED PROGRAMS AND LAW ENFORCEMENT  
EQUIPMENT; PROVIDING FOR  
AUTHORIZATION AND APPROVAL; PROVIDING  
FOR AN EFFECTIVE DATE.**

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

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

**WHEREAS**, the total expenditure from forfeiture funds is \$46,000 for the following items: (1) \$8,000 for crime prevention events, programs, training, and materials and for promotional activities for community-based initiatives; (2) \$28,000 for patrol mobile laptop program lease and air card; and (3) \$10,000 for law enforcement equipment, training, travel and overtime; and

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

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

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

**Section 2. Confiscation Fund Expenditures and Authorization and Approval.** Based on the attached Certificate of the Police Chief, the Town Commission hereby authorizes and approves the Police Confiscation Fund expenditures for the Fiscal Year 2013/2014 in the amount of \$46,000 to support crime prevention initiatives, community-based programs, and law enforcement equipment for use by law enforcement personnel that supports law enforcement activities as set forth in Attachment "A."

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

**PASSED and ADOPTED** this \_\_\_\_\_ day of November, 2013.

Motion by Commissioner \_\_\_\_\_, second by Commissioner \_\_\_\_\_.

**FINAL VOTE ON ADOPTION**

Commissioner Joseph Graubart	_____
Commissioner Michelle Kligman	_____
Commissioner Marta Olchyk	_____
Vice Mayor Michael Karukin	_____
Mayor Daniel Dietch	_____

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

**ATTEST:**

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

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**



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

**ATTACHMENT "A"**  
**CERTIFICATE OF CHIEF OF POLICE**

**I, DAVID E. ALLEN, Chief of Police of the Town of Surfside**, do hereby certify the expenditures for \$46,000.00 from the Town of Surfside Confiscation Fund for the 2013/2014 Fiscal Year budget complies with provisions Section 881(e)(3) of Title 21, United States Code and Florida Statute Section 932.7055:

1. \$8,000 for crime prevention events, programs, training, and materials and for promotional activities for community-based initiatives.
2. \$28,000 for patrol mobile laptop program lease and air card.
3. \$10,000 for law enforcement equipment, training, travel and overtime.

**Dated:** \_\_\_\_\_

  
**David E. Allen**  
**Chief of Police**




**TOWN OF SURFSIDE**  
**Office of the Town Attorney**

MUNICIPAL BUILDING  
 9293 HARDING AVENUE  
 SURFSIDE, FLORIDA 33154-3009  
 Telephone (305) 993-1065

**COMMISSION COMMUNICATION MEMORANDUM**

**TO:** Town Commission

**FROM:** Linda Miller, Town Attorney 

**CC:** Michael P. Crotty, Town Manager  
 Sarah Johnston, Assistant Town Attorney

**DATE:** November 12, 2013

**SUBJECT:** Resolution Ratifying Charter Review Board Appointees

**Background:** the Town Commission adopted Resolution No. 2013-2096 which established and authorized the Charter Review Board as an Ad-hoc Committee to study and review the existing Town Charter and to provide recommendations for amendments to the Charter. Pursuant to Article II, Section 31 of the Charter, the Town Commission may appoint boards to be composed of citizens who are registered qualified electors of Miami-Dade County, Florida whose legal residence is in the Town of Surfside.

**Recommendation:** The Town Commission ratify the Appointees to the Charter Review Board.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE  
TOWN OF SURFSIDE, FLORIDA, RATIFYING  
APPOINTEES TO THE TOWN OF SURFSIDE CHARTER  
REVIEW BOARD; PROVIDING FOR AUTHORIZATION  
AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on January 15, 2013, the Town Commission adopted Resolution No. 2013-2126 which certified and declared the results of the election held on November 6, 2012 and per the ballot language, the Town must commence Charter Review within the first (12) months after adoption of the Resolution; and

**WHEREAS**, on October 8, 2013, the Town Commission adopted Resolution No. 2013-2096 which established and authorized the Charter Review Board as an Ad-hoc Committee to study and review the existing Town Charter and to provide recommendations for amendments to the Town Charter; and

**WHEREAS**, pursuant to Article II, Section 31 of the Charter, the Town Commission may appoint boards to be composed of citizens who are registered qualified electors of Miami-Dade County, Florida, whose legal residence is in the Town of Surfside, and the Commission finds that it is appropriate to ratify the Charter Review Board Appointees.

**NOW, THEREFORE, THE COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA HEREBY RESOLVES AS FOLLOWS:**

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

**Section 2.**     **Ratification of Charter Review Board Appointees.**     The Town Commission hereby ratifies the following Charter Review Board Appointees:

1. Marty Oppenheimer (Mayor Dietch)
2. Marc Imberman (Vice Mayor Karukin)
3. Anthony Blate (Commissioner Graubart)
4. Terry Cohen (Commissioner Kligman)
5. Lou Cohen (Commission Olchyk)

**Section 3.**      **Authorization and Implementation.**    That the Town Clerk and Town Manager are hereby authorized and directed to take any and all such actions as are required to implement the terms of this Resolution.

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

**PASSED and ADOPTED** this 12th day of November, 2013.

Motion by Commissioner \_\_\_\_\_, second by Commissioner \_\_\_\_\_.

**FINAL VOTE ON ADOPTION**

Commissioner Joseph Graubart	_____
Commissioner Michelle Kligman	_____
Commissioner Marta Olchyk	_____
Vice Mayor Michael Karukin	_____
Mayor Daniel Dietch	_____

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

**ATTEST:**

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

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

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



**Town of Surfside  
Town Commission Meeting  
November 12, 2013  
7:00pm**

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

**RESOLUTION COVER MEMORANDUM**

**Title:** National Flood Insurance Program Rate Hikes Urging Resolution

**Submitted By:** Daniel Dietch, Mayor

**Objective:** That the Surfside Town Commission approve the enclosed Resolution affirming support for Congresswoman Ileana Ros-Lehtinen's co-sponsorship of legislation to suspend national flood insurance program premium hikes; urging the U.S. Congress to pass this much needed legislation.

**Consideration:** We are all aware of the time and effort spent by Surfside staff to comply with the National Flood Insurance Program and regain our flood insurance discount through the Community Rating System. Despite best efforts by individuals and the Town, the cost of flood insurance is expected to increase. Through this Resolution, Surfside can stand together with Congresswoman Ileana Ros-Lehtinen who is co-sponsoring legislation that would work to keep flood insurance rates affordable for South Floridians.

**RESOLUTION NO. 13 – \_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA ("TOWN") AFFIRMING SUPPORT FOR CONGRESSWOMAN ILEANA ROS-LEHTINEN'S CO-SPONSORSHIP OF LEGISLATION TO SUSPEND NATIONAL FLOOD INSURANCE PROGRAM PREMIUM HIKE; URGING THE U.S. CONGRESS TO PASS THIS MUCH NEEDED LEGISLATION; PROVIDING FOR AUTHORIZATION; PROVIDING FOR DIRECTION TO THE TOWN MANAGER AND TOWN CLERK AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** The National Flood Insurance Program provides help in a vital way to the entire nation; and

**WHEREAS,** Congresswoman Ileana Ros-Lehtinen announced her co-sponsorship of the following legislation that would work to keep flood insurance rates affordable for South Floridians:

- Impose four year delay of any rate hikes for most properties while FEMA completes an affordability study;
- Require FEMA to propose an affordability framework;
- Allow policyholders who successfully appeal a map determination to be reimbursed from National Flood Insurance Funds;
- Eliminate the cap on state and local contributions to levee construction and reconstruction;
- Allow the lowest proofed opening in a home to be utilized for determination of flood insurance rates;
- Establish a Flood Insurance Rate Map Advocate within FEMA to answer questions about the flood mapping process;
- Require FEMA to certify the agency has adopted a modernized risk-based approach; and

**WHEREAS,** Congresswoman Ileana Ros-Lehtinen has co-sponsored the following legislation to keep flood insurance rates affordable for South Floridians:

- H.R. 3370, the bipartisan Homeowner Flood Insurance Affordability Act to delay rate increases for approximately 4 years.
- H.R.3218, the Flood Insurance Fairness Act, a bill that would delay the Oct 1 flood insurance premium increases in the National Flood Insurance Program.
- H.R.3312, a bill that will cap premiums over the period of homeownership to being no more than the value of the property.
- H.R.2199, the Flood Insurance Implementation Reform Act, which is a three year delay in implementing an increase in flood insurance rate premiums.
- Signed onto a letter to House leadership opposing flood insurance rate hikes that encourages relief for the millions of homeowners and small businesses susceptible to steep rate increases across the country.



- Signed letter to FEMA asking it to use its authority to keep flood insurance rates affordable.
- Voted to shield flood insurance policyholders from excessive rate increases in this year's FY14 Homeland Security Appropriations Act; and

**WHEREAS**, it is in the best interest of the Town to urge the U.S. Congress to pass this much needed legislation.

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

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

**Section 2. Approval and Authorization.** The Town Commission approves and authorizes the Town Manager and/or his designee to take all actions necessary to implement this Resolution.

**Section 3. Directions to Town Clerk.** The Town Commission directs the Town Clerk to transmit a copy of this Resolution to the members of the Florida Congressional Delegation and the U.S. Congress.

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

**PASSED AND ADOPTED** this \_\_\_\_ day of November, 2013.

Motion by Commissioner \_\_\_\_\_, second by Commissioner \_\_\_\_\_.

#### **FINAL VOTE ON ADOPTION**

Commissioner Joseph Graubart	_____
Commissioner Michelle Kligman	_____
Commissioner Marta Olchyk	_____
Vice Mayor Michael Karukin	_____
Mayor Daniel Dietch	_____

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

**ATTEST:**

---

Sandra Novoa, CMC  
Town Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**



---

Linda Miller, Town Attorney



## Town of Surfside Commission Communication

**Agenda Item #:** 3K

**Agenda Date:** November 12, 2013

**Subject:** Proposed Agreement with the Miami-Dade State Attorney's Office to Prosecute Criminal Municipal Ordinances.

**Background:** State legislation was passed in 2004 for the State Attorney to prosecute criminal municipal ordinances only if (1) the ordinance violation is ancillary to a felony prosecution or (2) the municipality has entered into a contract with the State Attorney for these prosecutions. The agreement is for the prosecution of ordinances only; the State Attorney's Office has no authority to handle appeals related to the Constitutionality of ordinances.

**Analysis:** The proposed agreement allows the Miami-Dade State Attorney's Office to prosecute criminal ordinance violations in Surfside for the period of October 1, 2013 to September 30, 2014.

**Budget Impact:** The Town will be billed at the statutorily prescribed rate of \$50 per hour. It is estimated that it takes approximately 20 minutes per case equivalent to the rate \$16.67 per case. During the past years the use of the State Attorney's Office has been very limited, however, the agreement should be in place in the event an unforeseen occurrence requires these services.

**Growth Impact:** N/A

**Staff Impact:** N/A

**Recommendation:** The Town staff recommends that the Commission approve the resolution to enter into the proposed agreement (Exhibit A) with the Miami-Dade State Attorney's Office to prosecute criminal municipal ordinances.

  
\_\_\_\_\_  
David Allen, Chief of Police

  
\_\_\_\_\_  
Michael Crotty, Town Manager

**RESOLUTION NO. 2013- \_\_\_\_**

**RESOLUTION OF THE TOWN COMMISSION FOR  
THE TOWN OF SURFSIDE, FLORIDA  
AUTHORIZING THE TOWN MANAGER OF THE  
TOWN OF SURFSIDE TO EXECUTE AN  
AGREEMENT WITH THE MIAMI-DADE STATE  
ATTORNEY'S OFFICE TO PROSECUTE  
CRIMINAL MUNICIPAL ORDINANCE  
VIOLATIONS IN SURFSIDE; PROVIDING FOR  
AUTHORIZATION; AND PROVIDING FOR AN  
EFFECTIVE DATE.**

**WHEREAS,** the Town Commission wishes to enter into an agreement with the Miami-Dade State Attorney's Office to prosecute criminal municipal ordinance violation in Surfside for the period of October 1, 2013 through September 30, 2014; and

**WHEREAS,** the Town will be billed by the State Attorney's Office at the statutorily prescribed rate of fifty dollars (\$50.00) per hour; and

**WHEREAS,** section 27.02. Florida Statutes, authorizes the State Attorney to prosecute municipal ordinance violations punishable by incarceration if ancillary to state prosecution or, if not ancillary to state prosecution, when the State Attorney contracts with the Town for reimbursement; and

**WHEREAS,** the Town finds that in order to maintain and improve the health, safety, and welfare of this community, it is necessary to adequately enforce and prosecute violations of the Town's Municipal Code of Ordinances.

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

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

**Section 2.** The Town Commission authorizes the Town Manager on behalf of the Town of Surfside, Florida to execute the agreement with the Miami-Dade State Attorney's Office (Exhibit "A")

**Section 3.** The Resolution shall become effective immediately upon its adoption.

Motion by Commissioner \_\_\_\_\_, second by Commissioner \_\_\_\_\_.

**FINAL VOTE ON ADOPTION**

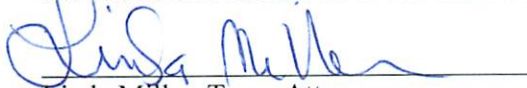
Commissioner Joseph Graubart	_____
Commissioner Michelle Kligman	_____
Commissioner Marta Olchyk	_____
Vice Mayor Michael Karukin	_____
Mayor Daniel Dietch	_____

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

**ATTEST:**

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

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

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



## STATE ATTORNEY

ELEVENTH JUDICIAL CIRCUIT OF FLORIDA  
E. R. GRAHAM BUILDING  
1350 N.W. 12TH AVENUE  
MIAMI, FLORIDA 33136-2111

KATHERINE FERNANDEZ RUNDLE  
STATE ATTORNEY

TELEPHONE (305) 547-0100

October 11, 2013

RECEIVED  
OCT 18 2013

Mr. Roger M. Carlton  
Town Manager  
Town of Surfside  
9293 Harding Avenue  
Surfside FL 33154

Dear Mr. Carlton:

Legislation passed in 2004 to implement Revision 7 to Article V of the Florida Constitution provides that the State Attorney may prosecute municipal ordinances only if (1) the ordinance violation is ancillary to a felony prosecution (s. 27.02(1), Florida Statutes), or (2) the county/municipality has entered into a contract with the State Attorney for these prosecutions (s. 27.34(1), Florida Statutes).

Enclosed please find the proposed agreement for the prosecution of ordinance violations for the period of October 1, 2013 – September 30, 2014. Please sign three originals and return to this office as soon as possible. If you desire to make changes to the contract and want an electronic version of this document, please contact me at [donlhorn@miamisao.com](mailto:donlhorn@miamisao.com) and I will forward you a copy. This contract is for the prosecution of ordinances only; the State Attorney's Office has no statutory authority to handle appeals relating to the constitutionality of ordinances. If you choose to not have the Office of the State Attorney prosecute municipal ordinance violations in accordance with sections 4 & 5 of Chapter 2004-265, Laws of Florida, you are requested to send a letter to that effect to the above address as soon as possible.

You will be billed at the statutorily prescribed rate of \$50 per hour. Our estimate is that, on average, it takes approximately 20 minutes per case; therefore, you will be charged at the rate of \$16.67 per case. Please note that this is the charge for ordinance prosecution only. Pursuant to state law, there are separate charges for indigent defense from the Public Defender and filing fees from the Clerk of the Court.

If you have any questions about the contract or if I can provide any other information, please do not hesitate to contact me at 305-547-0562 or at [donlhorn@miamisao.com](mailto:donlhorn@miamisao.com).

Sincerely,

KATHERINE FERNANDEZ RUNDLE  
State Attorney

By: 

Don L. Horn

Chief Assistant State Attorney for Administration

DLH/cj

**AGREEMENT BETWEEN TOWN OF SURFSIDE AND THE STATE OF  
FLORIDA, OFFICE OF THE STATE ATTORNEY FOR THE  
ELEVENTH JUDICIAL CIRCUIT OF FLORIDA TO REIMBURSE THE  
STATE FOR THE COST OF STATE ATTORNEY PROSECUTION OF  
CERTAIN CRIMINAL VIOLATIONS OF THE  
\_\_\_\_\_ CODE**

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between Town of Surfside, a political subdivision of the State of Florida (hereinafter referred to as the "City") and the Office of the State Attorney for the Eleventh Judicial Circuit of Florida (hereinafter referred to as "State Attorney").

WHEREAS, the City finds that in order to maintain and improve the health, safety, and welfare of this community, it is necessary to adequately enforce and prosecute violations of the City's Municipal Code; and

WHEREAS, Section 27.02, Florida Statutes, authorizes the State Attorney to prosecute municipal ordinance violations punishable by incarceration if ancillary to state prosecution or, if not ancillary to state prosecution, when the State Attorney contracts with the City for reimbursement.

NOW, THEREFORE, the parties hereto agree as follows:



## **ARTICLE I**

### **Services**

The State Attorney agrees to prosecute municipal ordinance violations as authorized in Sections 27.02, and 27.34, Florida Statutes. The City agrees to remit, subject to the terms outlined in Article III of this agreement, to the State Attorney the required funds to reimburse for costs associated with the prosecution of violations of the Municipal Code for the period of October 1, 2013, through September 30, 2014. The State Attorney shall provide such clerical and professional personnel as may be required for the performance of any of the functions of the State Attorney as set forth in this agreement. This agreement does not commit the City to pay for the prosecution of Municipal Code violations ancillary to state prosecution or for the prosecution of municipal ordinance violations not punishable by incarceration. This agreement specifically does not authorize the State to handle appeals of municipal ordinances on constitutional grounds, which shall remain the responsibility of the municipality that passed the ordinance.

## **ARTICLE II**

### **Terms**

This agreement shall expire on September 30, 2014, unless terminated earlier pursuant to Article VII of this agreement. Under no circumstances shall the City be liable to continue or extend this agreement beyond this date. This agreement may only be amended in writing, through a document executed by duly authorized representatives of the signatories to this agreement.

**ARTICLE III**  
**Payment Schedule**

The City agrees to reimburse the State Attorney on an hourly basis for services rendered at a rate of Fifty dollars (\$50) per hour. On a quarterly basis, the State Attorney shall provide the City with an invoice including, but not limited to, the hours of services rendered, number of cases prosecuted as set forth in this agreement, and the total amount due for payment for the previous month. The City shall remit each payment within ten (10) days after receiving said invoice from the State Attorney.

**ARTICLE IV**  
**Responsibilities**

The City does not delegate any of its responsibilities or powers to the State Attorney other than those enumerated in this agreement. The State Attorney does not delegate any of its responsibilities or powers to the City other than those enumerated in this agreement.

**ARTICLE V**  
**Reporting**

All required reports shall be submitted to the \_\_\_\_\_.

**ARTICLE VI**  
**Indemnification**

It is expressly understood and intended that the State Attorney is only a recipient of the reimbursements paid by the City and is not an agent of the City. The respective parties agree, subject to the provisions of Chapter 768.28 (17), Florida Statutes, that they will hold each other harmless from any claims arising from this agreement.

**ARTICLE VII**  
**Termination**

Either party may terminate this agreement at any time with or without cause by furnishing written notice to the other party with no less than ninety (90) days notice.

**ARTICLE VIII**  
**Service Charges**

This agreement is contingent upon all City funding provided, and any interest earned thereon, not being subject to any State service charges or administrative assessments.

**ARTICLE IX**  
**Non-Discrimination**

The State Attorney agrees to abide and be governed by Title II of the Americans with Disabilities Act of 1990, Title VI and VII, Civil Rights Act of 1964 (42 USC 200d, e) and Title VIII of the Civil Rights Act of 1968, as amended, which provides in part that there will not be discrimination of race, color, sex, religious background, ancestry, or national origin in performance of this contract, in regard to persons served, or in regard to employees or applicants

for employment and it is expressly understood that upon receipt of evidence of discrimination, the City shall have the right to terminate said agreement.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their respective and duly authorized officers the day and year first above written.

ATTEST:

NAME

City Commission

By: \_\_\_\_\_  
POSITION

By: \_\_\_\_\_

ATTEST

State Attorney's Office  
Eleventh Judicial Circuit

By: \_\_\_\_\_

By: \_\_\_\_\_  
Don L. Horn  
Chief Assistant State Attorney  
for Administration



## Commission Communication

**Agenda #:** 5A

**Date:** November 12, 2013

**Subject:** Employee Health Benefits Retroactive Contract Renewal for FY13-14.

**Objective:** To provide all eligible employees with Health Insurance coverage(s) and other benefits for FY13-14.

**Background:** The contract with Unitedhealth / Neighborhood health (UHC/NHP) expired on September 30, 2013. The Town has had coverage with UHC/NHP since October 1, 2010 and said coverage will continue to September 30, 2014.

Health insurance premium rates continue to rise each year as the cost of medical treatment increases. The Town's former Insurance broker negotiated a rate increase of 17.5% from our current carrier.

Adams Benefit (approved as Insurance broker at the October 8, 2013 Town Commission meeting) broker for Employee Health, Disability, Life, Dental and all other related benefits programs was directed by Town Administration to evaluate and provide proposals for our employee health benefits and find an acceptable alternative plan with Unitedhealth Care with the goal of keeping the increase to the lowest level possible while minimizing the impact on our employees.

All proposals were analyzed and it was determined that the Unitedhealth Care Plan FBQ-P with an HRA was the most favorable offer.

### **SUPPLEMENTAL BENEFIT PLANS:**

Staff is recommending that we remain with Mutual of Omaha for Life insurance, Short-Term and Long-Term Disability. The rates for Life Insurance and Short Term and Long Term disability did not change from the FY 13/14 rates.

The Town will continue its coverage with Mutual of Omaha for the seventh year. The dental coverage is being transferred to Unitedhealth Care. This represents a medical premium reduction of 2%.

**Analysis:**

**SUMMARY BENEFIT RECAP:**

1. The employee share per pay period for employee only coverage will be \$0. This represents a take home annual savings of \$881.92 from the initial proposed renewal increase of 17.5% as described in attachment A.

The employee share per pay period for employee and family coverage will be \$170.50. This represents a take home annual savings of \$1,569.62 from the initial proposed renewal increase of 17.5% as described in attachment A.

2. The recommended plan FBQ-P is to with a Health Reimbursement Account (HRA). A card will be issued to employees. The Town will fund \$1,500 for employee only and \$3,000 for family or dependent coverage to fulfill the calendar year deductible of the plan. This would equate to a total cost of \$196,000. Any funds not utilized will remain in the Town's account for future use.

The HRA card could be utilized for co-pays, deductibles, lab fees, prescriptions and over the counter medications.

3. A dental HMO and PPO plan will be offered thru Unitedhealth Care. Employees who elect to switch to the HMO plan share per pay period will be \$0. This represents a take home annual savings of \$289.90 as described in attachment A.
4. The employee share per pay period for employee and family dental HMO coverage will be \$8.38. This represents a take home annual savings of \$1,430.52 as described in attachment A.

This lower cost HMO coverage option was made available to employees.

5. The Town will continue to provide Life and Disability coverage to all full time employees. The rates for Life and Disability coverage did not increase.
6. The Town will continue to provide an Employee Assistance Program (EAP) fully integrated with Mutual of Omaha to help employees experiencing personal problems in a confidential matter.
7. The Flexible Spending Accounts benefit services and the Health Reimbursement Accounts will be managed by Mangrove.

The Flexible Spending Accounts provides tax benefits to employees electing this service.

**Budget Impact:** The contract total cost (**Town plus employee contribution**) is estimated at \$864,718 for FY 13/14. The Town's contribution portion is estimated at approximately \$772,939 which includes \$196,000 for a Health Reimbursement Account (HRA) to cover employee deductions and copayments. There are anticipated savings that should occur in the Health Reimbursement Account at the end of the fiscal year from employees not utilizing all their respective funds in the account. FY 13/14 budget allocated \$764,000.

**Staff Impact:** Each year at renewal time in September, an "open enrollment" session is held for employees desiring coverage. Once employees make their decisions, the administration is handled by the carriers along with oversight and assistance from the insurance broker.

**Recommendation:** It is recommended that the Town Commission adopt the attached resolution retroactively renewing Unitedhealth Care as our health insurance contract carrier. The Benefit Summary is included in the package attachment B.

  
Human Resources Director

  
Town Manager

  
Finance Director



Health Plan					
	FY 12/13 HMO Employee Share per Pay Period	FY 12/13 HMO/DVD Employee Share per Pay Period	FY 12/13 POS - 7EF Employee Share per Pay Period	Proposed renewal (17.5 % increase) POS 7EF Employee Share per pay period	FY 13/14 NEW FBQ-P H.R.A Employee Share per Pay Period
Employee	\$0.00	\$0.00	\$17.52	\$33.92	\$0.00
Employee & Spouse	\$84.64	\$94.36	\$109.35	\$133.82	\$94.36
Employee & Children	\$76.82	\$86.08	\$100.38	\$123.27	\$86.08
Employee & Family	\$156.61	\$170.50	\$191.95	\$230.87	\$170.50
Dental Plan					
	FY 12/13 PPO Mutual of Omaha Employee Share per Pay Period	Proposed renewal PPO Mutual of Omaha Employee Share per Pay Period		FY 13/14 NEW Unitedhealth HMO (DHMO 0035) Employee Share per Pay Period	FY 13/14 NEW Unitedhealth PPO (P3463) Employee Share per Pay Period
Employee	\$10.07	\$11.15		\$0.00	\$10.14
Employee & Spouse	\$37.93	\$40.41		\$1.11	\$31.81
Employee & Children	\$31.06	\$33.18		\$4.02	\$35.40
Employee & Family	\$59.83	\$63.40		\$8.38	\$60.45
Vision Plan					
	FY 12/13	FY 13/14			
Employee	\$3.34	\$3.34			
Employee & Spouse	\$6.16	\$6.16			
Employee & Children	\$6.45	\$6.45			
Employee & Family	\$9.66	\$9.66			



[illegible][illegible]

Annual savings from proposed 17.5% increase to new FBQ-P HRA plan (Family Coverage)	\$1,569.62
---	------------

Annual savings for electing Dental HMO coverage	\$1,430.52				
---	------------	--	--	--	--

Year	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100																																																																															
Population	281,422,000	283,822,000	286,222,000	288,622,000	291,022,000	293,422,000	295,822,000	298,222,000	300,622,000	303,022,000	305,422,000	307,822,000	310,222,000	312,622,000	315,022,000	317,422,000	319,822,000	322,222,000	324,622,000	327,022,000	329,422,000	331,822,000	334,222,000	336,622,000	339,022,000	341,422,000	343,822,000	346,222,000	348,622,000	351,022,000	353,422,000	355,822,000	358,222,000	360,622,000	363,022,000	365,422,000	367,822,000	370,222,000	372,622,000	375,022,000	377,422,000	379,822,000	382,222,000	384,622,000	387,022,000	389,422,000	391,822,000	394,222,000	396,622,000	399,022,000	401,422,000	403,822,000	406,222,000	408,622,000	411,022,000	413,422,000	415,822,000	418,222,000	420,622,000	423,022,000	425,422,000	427,822,000	430,222,000	432,622,000	435,022,000	437,422,000	439,822,000	442,222,000	444,622,000	447,022,000	449,422,000	451,822,000	454,222,000	456,622,000	459,022,000	461,422,000	463,822,000	466,222,000	468,622,000	471,022,000	473,422,000	475,822,000	478,222,000	480,622,000	483,022,000	485,422,000	487,822,000	490,222,000	492,622,000	495,022,000	497,422,000	499,822,000	502,222,000	504,622,000	507,022,000	509,422,000	511,822,000	514,222,000	516,622,000	519,022,000	521,422,000	523,822,000	526,222,000	528,622,000	531,022,000	533,422,000	535,822,000	538,222,000	540,622,000	543,022,000	545,422,000	547,822,000	550,222,000	552,622,000	555,022,000	557,422,000	559,822,000	562,222,000	564,622,000	567,022,000	569,422,000	571,822,000	574,222,000	576,622,000	579,022,000	581,422,000	583,822,000	586,222,000	588,622,000	591,022,000	593,422,000	595,822,000	598,222,000	600,622,000	603,022,000	605,422,000	607,822,000	610,222,000	612,622,000	615,022,000	617,422,000	619,822,000	622,222,000	624,622,000	627,022,000	629,422,000	631,822,000	634,222,000	636,622,000	639,022,000	641,422,000	643,822,000	646,222,000	648,622,000	651,022,000	653,422,000	655,822,000	658,222,000	660,622,000	663,022,000	665,422,000	667,822,000	670,222,000	672,622,000	675,022,000	677,422,000	679,822,000	682,222,000	684,622,000	687,022,000	689,422,000	691,822,000	694,222,000	696,622,000	699,022,000	701,422,000	703,822,000	706,222,000	708,622,000	7

HRA card for deductible, prescriptions, doctors' visits	\$3,000.00
---	------------

\$3,000.00  
visits

Annual Potential Savings	\$6,000.14			
--------------------------	------------	--	--	--

**Savings**  
**\$6,000.14**

Note: Calculated at annual basis

## Analysis of Costs (Employee Coverage)

		FY 13/14 NEW P H.R.A Employee Share	FY 12/13 PPO Mutual of Omaha Employee Share	Proposed renewal PPO Mutual of Omaha Employee Share	FY 13/14 NEW Unitedhealth HMO (DHMO 0035) Employee Share
FY 12/13 POS - 7EF Employee Share	Proposed renewal (17.5 % increase) POS 7EF Employee Share	FY 13/14 NEW FBQ- P H.R.A Employee Share	FY 12/13 PPO Mutual of Omaha Employee Share	Proposed renewal PPO Mutual of Omaha Employee Share	FY 13/14 NEW Unitedhealth HMO (DHMO 0035) Employee Share
\$17.52 x 26 checks = \$455.52 annual	\$33.92 x 26 checks = \$881.92 annual	\$0 x 26 checks = \$0 annual	\$10.07 x 26 checks = \$261.82 annual	\$11.15 x 26 checks = \$289.90 annual	\$0 x 26 checks = \$0 annual
<b>Summary:</b>					
Annual savings from proposed 17.5% increase to new FBQ-P HRA plan (Employee Coverage)	\$881.92				
Annual savings for electing Dental HMO coverage	\$289.90				
HRA card for deductible, prescriptions, doctors' visits	\$1,500.00				
<b>Annual Potential Savings</b>	<b>\$2,671.82</b>				
Note: Calculated at annual basis					





**Benefit Summary for Plan Year 11/1/2013 - 9/30/2014**

<b><u>Benefits</u></b>	<b><u>United Healthcare</u></b>	
	<b>FBQ-P - H.R.A.</b>	
	<b>In-Network</b>	<b>Out-Network</b>
<b>Calendar Year</b>	\$1,500 Ind.	\$3,000 Ind.
<b>Deductible (CYD)</b>	\$3,000 Family	\$6,000 Family
<b>Co-Insurance</b>	20%	40%
<b>Physicians Office</b>	CYD / 20%	CYD / 40%
<b>Specialist Office</b>	CYD / 20%	CYD / 40%
<b>Preventive Care</b>	100% Paid	CYD / 40%
<b>Inpatient Hospital</b>	CYD / 20%	CYD / 40%
<b>Out-Patient Surgery</b>	CYD / 20%	CYD / 40%
<b>Out-Patient Major Diagnostic (e.g., MRI, MRA, PET, CT)</b>	CYD / 20%	CYD / 40%
<b>Emergency Room</b>	CYD / 20%	CYD / 40%
<b>Urgent Care Center</b>	CYD / 20%	CYD / 40%
<b>Prescription Drugs</b>	CYD; \$10/\$30/\$50/20%	
<b>Out of Pocket</b>	\$3,000 Ind.	\$6,000 Ind.
	\$6,000 Family	\$12,000 Family
	<i>Includes CYD</i>	
<b>Provider Search</b>	<a href="http://www.unitedhealthcare.com">www.unitedhealthcare.com</a>	
<b>Prescription Search</b>	<a href="http://www.adamsbenefit.com">www.adamsbenefit.com</a>	
<b>Labwork Search</b>	<a href="http://www.labcorp.com">www.labcorp.com</a>	

*This is a brief summary of the benefits and rates offered. The Certificate of Coverage is the governing document for all benefits, requirements and limitations. If there is a variation between this summary and the Certificate of Coverage, the Certificate will govern.*



# YOUR BENEFITS Benefit Summary

Florida - Choice Plus  
HSA - 1500/80% Plan FBQ

We know that when people know more about their health and health care, they can make better informed health care decisions. We want to help you understand more about your health care and the resources that are available to you.

- **myuhc.com®** – Take advantage of easy, time-saving online tools. You can check your eligibility, benefits, claims, claim payments, search for a doctor and hospital and much, much more.
- **24-hour nurse support** – A nurse is a phone call away and you have other health resources available 24-hours a day, 7 days a week to provide you with information that can help you make informed decisions. Just call the number on the back of your ID card.
- **Customer Care telephone support** – Need more help? Call a customer care professional using the toll-free number on the back of your ID card. Get answers to your benefit questions or receive help looking for a doctor or hospital.

## PLAN HIGHLIGHTS

Types of Coverage	Network Benefits	Non-Network Benefits
<b>Annual Deductible - Combined Medical and Pharmacy</b>		
Single Coverage Deductible	\$1,500 per year	\$3,000 per year
Family Coverage Deductible	\$3,000 per year	\$6,000 per year

> No one in the family is eligible for benefits until the family coverage deductible is met.

<b>Out-of-Pocket Maximum - Combined Medical and Pharmacy</b>		
Single Coverage Out-of-Pocket Maximum	\$3,000 per year	\$6,000 per year
Family Coverage Out-of-Pocket Maximum	\$6,000 per year	\$12,000 per year

> The Out-of-Pocket Maximum includes the Annual Deductible.

> If more than one person in a family is covered under the Policy, the single coverage Out-of-Pocket Maximum stated above does not apply.

<b>Benefit Plan Coinsurance - The Amount We Pay</b>		
	80% after Deductible has been met.	60% after Deductible has been met.

This Benefit Summary is intended only to highlight your Benefits and should not be relied upon to fully determine your coverage. If this Benefit Summary conflicts in any way with the Certificate of Coverage (COC), the COC shall prevail. It is recommended that you review your COC for an exact description of the services and supplies that are covered, those which are excluded or limited, and other terms and conditions of coverage.

FLWGFFBQ11

Item#	Benefit Accumulator	Rev. Date	
213-5148	Calendar Year	1111_rev04	HSA/Comb/NonEmb/8457/INS

UnitedHealthcare Insurance Company

## Prescription Drug Benefits

Prescription drug benefits are shown under separate cover.

## Information on Benefit Limits

- > The Annual Deductible, Out-of-Pocket Maximum and Benefit limits are calculated on a calendar year basis.
- > All Benefits are reimbursed based on Eligible Expenses. For a definition of Eligible Expenses, please refer to your Certificate of Coverage.
- > When Benefit limits apply, the limit refers to any combination of Network and Non-Network Benefits unless specifically stated in the Benefit category.

## MOST COMMONLY USED BENEFITS

Types of Coverage	Network Benefits	Non-Network Benefits
<b>Physician's Office Services - Sickness and Injury</b>		
Primary Physician Office Visit	80% after Deductible has been met.	60% after Deductible has been met.
Specialist Physician Office Visit	80% after Deductible has been met.	60% after Deductible has been met.
		<i>Prior Authorization is required for Genetic Testing - BRCA.</i>

## Preventive Care Services

Covered Health Services include but are not limited to:

Primary Physician Office Visit	100%, Copayments and Deductibles do not apply.	Non-Network Benefits are not available, except for "Child Health Supervision Services," one annual female physical, including a pap smear and a mammogram.
Specialist Physician Office Visit	100%, Copayments and Deductibles do not apply.	
Lab, X-Ray or other preventive tests	100%, Copayments and Deductibles do not apply.	

The health care reform law provides for coverage of certain preventive services, based on your age, gender and other health factors, with no cost-sharing. The preventive care services covered under this section are those preventive services specified in the health care reform law. UnitedHealthcare also covers other routine services as described in other areas of this summary, which may require a copayment, coinsurance or deductible. Always refer to your plan documents for your specific coverage.

## Urgent Care Center Services

80% after Deductible has been met.	60% after Deductible has been met.
------------------------------------	------------------------------------

## Emergency Health Services - Outpatient

80% after Deductible has been met.	80% after Network Deductible has been met.
	<i>Notification is required if confined in a non-Network Hospital.</i>

**MOST COMMONLY USED BENEFITS****YOUR BENEFITS**

Types of Coverage	Network Benefits	Non-Network Benefits
Hospital - Inpatient Stay	80% after Deductible has been met.	60% after Deductible has been met. <i>Prior Authorization is required.</i>

## ADDITIONAL CORE BENEFITS

Types of Coverage	Network Benefits	Non-Network Benefits
Ambulance Service - Emergency and Non-Emergency		
Ground Ambulance Transportation costs of a newborn to the nearest appropriate facility for treatment are covered.	80% after Deductible has been met.	80% after Network Deductible has been met.
Air Ambulance Transportation costs of a newborn to the nearest appropriate facility for treatment are covered.	80% after Deductible has been met.	80% after Network Deductible has been met.
	Prior Authorization is required for non-Emergency Ambulance.	Prior Authorization is required for non-Emergency Ambulance.
Congenital Heart Disease (CHD) Surgeries		
	80% after Deductible has been met.	60% after Deductible has been met. Prior Authorization is required.
Dental Services - Accident Only		
Benefits are limited as follows: \$3,000 maximum per year \$900 maximum per tooth	80% after Deductible has been met.	80% after Network Deductible has been met.
	Prior Authorization is required.	Prior Authorization is required.
Diabetes Services		
Diabetes Self Management and Training Diabetic Eye Examinations/Foot Care	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary.	
Diabetes Self Management Items	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under Durable Medical Equipment and in the Outpatient Prescription Drug Rider. However diabetes self-management items are not subject to any limits.	
		Prior Authorization is required for Durable Medical Equipment in excess of \$1,000.
Durable Medical Equipment		
Benefits are limited as follows: \$2,500 per year and are limited to a single purchase of a type of Durable Medical Equipment (including repair and replacement) every three years. This limit does not apply to wound vacuums.	80% after Deductible has been met.	60% after Deductible has been met.
		Prior Authorization is required for Durable Medical Equipment in excess of \$1,000.

This benefit category contains services/devices that may be Essential or non-Essential Health Benefits as defined by the Patient Protection and Affordable Care Act depending upon the service or device delivered. A benefit review will take place once the dollar limit is exceeded. If the service/device is determined to be rehabilitative or habilitative in nature, it is an Essential Health Benefit and will be paid. If the benefit/device is determined to be non-essential, the maximum will have been met and the claim will not be paid.



## ADDITIONAL CORE BENEFITS

## YOUR BENEFITS

Types of Coverage	Network Benefits	Non-Network Benefits
<b>Hearing Aids</b>		
Benefits are limited as follows: \$2,500 per year and are limited to a single purchase (including repair/replacement) per hearing impaired ear every three years.	80% after Deductible has been met.	60% after Deductible has been met.
<b>Home Health Care</b>		
Benefits are limited as follows: 40 visits per year	80% after Deductible has been met.	60% after Deductible has been met. <i>Prior Authorization is required.</i>
<b>Hospice Care</b>		
	80% after Deductible has been met.	60% after Deductible has been met. <i>Prior Authorization is required for Inpatient Stay.</i>
<b>Lab, X-Ray and Diagnostics - Outpatient</b>		
For Preventive Lab, X-Ray and Diagnostics, refer to the Preventive Care Services category.		
Lab Testing - Outpatient	80% after Deductible has been met.	60% after Deductible has been met.
X-Ray and Other Diagnostic Testing - Outpatient	80% after Deductible has been met.	60% after Deductible has been met.
<b>Lab, X-Ray and Major Diagnostics - CT, PET, MRI, MRA and Nuclear Medicine - Outpatient</b>		
	80% after Deductible has been met.	60% after Deductible has been met.
<b>Ostomy Supplies</b>		
Benefits are limited as follows: \$2,500 per year	80% after Deductible has been met.	60% after Deductible has been met.
<b>Pharmaceutical Products - Outpatient</b>		
This includes medications administered in an outpatient setting, in the Physician's Office, or in a Covered Person's home.	80% after Deductible has been met.	60% after Deductible has been met.
<b>Physician Fees for Surgical and Medical Services</b>		
	80% after Deductible has been met.	60% after Deductible has been met.
<b>Pregnancy - Maternity Services</b>		
	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary.	
	<i>Prior Authorization is required if Inpatient Stay exceeds 48 hours following a normal vaginal delivery or 96 hours following a cesarean section delivery.</i>	



## ADDITIONAL CORE BENEFITS

Types of Coverage	Network Benefits	Non-Network Benefits
<b>Prosthetic Devices</b>		
Benefits are limited as follows: \$2,500 per year and are limited to a single purchase of each type of prosthetic device every three years.	80% after Deductible has been met.	60% after Deductible has been met.
<p>This benefit category contains services/devices that may be Essential or non-Essential Health Benefits as defined by the Patient Protection and Affordable Care Act depending upon the service or device delivered. A benefit review will take place once the dollar limit is exceeded. If the service/device is determined to be rehabilitative or habilitative in nature, it is an Essential Health Benefit and will be paid. If the benefit/device is determined to be non-essential, the maximum will have been met and the claim will not be paid.</p>		
<b>Reconstructive Procedures</b>		
	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary.	<i>Prior Authorization is required.</i>
<b>Rehabilitation Services - Outpatient Therapy and Manipulative Treatment</b>		
Benefits are limited as follows: 20 visits of Manipulative Treatments 20 visits of physical therapy 20 visits of occupational therapy 20 visits of speech therapy 20 visits of pulmonary rehabilitation 36 visits of cardiac rehabilitation 30 visits of post-cochlear implant aural therapy 20 visits of cognitive rehabilitation therapy	80% after Deductible has been met.	60% after Deductible has been met.
		<i>Prior Authorization is required for Manipulative Treatment.</i>
<b>Scopic Procedures - Outpatient Diagnostic and Therapeutic</b>		
Diagnostic scopic procedures include, but are not limited to: Colonoscopy Sigmoidoscopy Endoscopy For Preventive Scopic Procedures, refer to the Preventive Care Services category.	80% after Deductible has been met.	60% after Deductible has been met.
<b>Skilled Nursing Facility / Inpatient Rehabilitation Facility Services</b>		
Benefits are limited as follows: 60 days per year	80% after Deductible has been met.	60% after Deductible has been met.
		<i>Prior Authorization is required.</i>
<b>Surgery - Outpatient</b>		
	80% after Deductible has been met.	60% after Deductible has been met.
		<i>Prior Authorization is required for certain services.</i>

## ADDITIONAL CORE BENEFITS

## YOUR BENEFITS

Types of Coverage	Network Benefits	Non-Network Benefits
<b>Therapeutic Treatments - Outpatient</b>		
Therapeutic treatments include, but are not limited to: Dialysis Intravenous chemotherapy or other intravenous infusion therapy Radiation oncology	80% after Deductible has been met.	60% after Deductible has been met.
		<i>Prior Authorization is required for certain services.</i>
<b>Transplantation Services</b>		
	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary.	
	For Network Benefits, services must be received at a Designated Facility.	
	<i>Prior Authorization is required.</i>	<i>Prior Authorization is required.</i>
<b>Vision Examinations</b>		
Benefits are limited as follows: 1 exam every 2 years	80% after Deductible has been met.	60% after Deductible has been met.

## STATE MANDATED BENEFITS

Types of Coverage	Network Benefits	Non-Network Benefits
<b>Autism Spectrum Disorder</b>		
Note: The visit limits specified under Rehabilitation Services - Outpatient Therapy and Manipulative Treatment in this Benefit Summary do not apply to Autism Spectrum Disorder.	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary.	
	<i>Prior Authorization is required as described in your Schedule of Benefits.</i>	<i>Prior Authorization is required as described in your Schedule of Benefits.</i>
<b>Bones or Joints of the Jaw and Facial Region</b>		
	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary.	
	<i>Prior Authorization is required as described in your Schedule of Benefits.</i>	<i>Prior Authorization is required as described in your Schedule of Benefits.</i>
<b>Cleft Lip/Cleft Palate Treatment</b>		
	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary.	
	<i>Prior Authorization is required as described in your Schedule of Benefits.</i>	<i>Prior Authorization is required as described in your Schedule of Benefits.</i>
<b>Clinical Trials</b>		
Participation in a qualifying clinical trial for the treatment of: Cancer Cardiovascular (cardiac/stroke) Surgical musculoskeletal disorders of the spine, hip and knees	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary.	
	<i>Prior Authorization is required.</i>	<i>Prior Authorization is required.</i>
<b>Dental Services - Anesthesia and Hospitalization</b>		
	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary.	
	<i>Prior Authorization is required as described in your Schedule of Benefits.</i>	<i>Prior Authorization is required as described in your Schedule of Benefits.</i>
<b>Enteral Formulas</b>		
Benefits are limited as follows: \$2,500 for food products modified to be low protein.	80% after Deductible has been met.	60% after Deductible has been met.
	<i>Prior Authorization is required as described in your Schedule of Benefits.</i>	<i>Prior Authorization is required as described in your Schedule of Benefits.</i>

Types of Coverage	Network Benefits	Non-Network Benefits
<b>Mental Health Services</b>		
For groups with 50 or less total employees: Benefits are limited as follows:	For groups with 50 or less total employees: Inpatient: 80% after Deductible has been met.	For groups with 50 or less total employees: Inpatient: 60% after Deductible has been met.
30 days per year for Inpatient 20 visits per year for Outpatient These limits do not include Covered Health Services under the Autism Spectrum Disorder Benefit.	Outpatient: 80% after Deductible has been met.	Outpatient: 60% after Deductible has been met.
For groups with 51 or more total employees: Benefit limits do not apply	For groups with 51 or more total employees: Inpatient: 80% after Deductible has been met.	For groups with 51 or more total employees: Inpatient: 60% after Deductible has been met.
	Outpatient: 80% after Deductible has been met.	Outpatient: 60% after Deductible has been met.
		<i>Prior Authorization is required for certain services.</i>
<b>Neurobiological Disorders – Autism Spectrum Disorder Services</b>		
For groups with 50 or less total employees: Benefits are limited as follows:	For groups with 50 or less total employees: Inpatient: 80% after Deductible has been met.	For groups with 50 or less total employees: Inpatient: 60% after Deductible has been met.
30 days per year for Inpatient 20 visits per year for Outpatient These limits do not include Covered Health Services under the Autism Spectrum Disorder Benefit.	Outpatient: 80% after Deductible has been met.	Outpatient: 60% after Deductible has been met.
For groups with 51 or more total employees: Benefit limits do not apply	For groups with 51 or more total employees: Inpatient: 80% after Deductible has been met.	For groups with 51 or more total employees: Inpatient: 60% after Deductible has been met.
	Outpatient: 80% after Deductible has been met.	Outpatient: 60% after Deductible has been met.
		<i>Prior Authorization is required for certain services.</i>
<b>Osteoporosis Treatment</b>		
	80% after Deductible has been met.	60% after Deductible has been met.
	<i>Prior Authorization is required as described in your Schedule of Benefits.</i>	<i>Prior Authorization is required as described in your Schedule of Benefits.</i>

## STATE MANDATED BENEFITS

Types of Coverage	Network Benefits	Non-Network Benefits
<b>Substance Use Disorder Services</b>		
For groups with 50 or less total employees: Benefits are limited as follows:	For groups with 50 or less total employees: Inpatient: 80% after Deductible has been met.	For groups with 50 or less total employees: Inpatient: 60% after Deductible has been met.
30 days per year for Inpatient 44 visits per year for Outpatient These limits do not include Covered Health Services under the Autism Spectrum Disorder Benefit.	Outpatient: 80% after Deductible has been met.	Outpatient: 60% after Deductible has been met.
For groups with 51 or more total employees: Benefit limits do not apply	For groups with 51 or more total employees: Inpatient: 80% after Deductible has been met.  Outpatient: 80% after Deductible has been met.	For groups with 51 or more total employees: Inpatient: 60% after Deductible has been met.  Outpatient: 60% after Deductible has been met.  <i>Prior Authorization is required for certain services.</i>

This Benefit Summary is intended only to highlight your Benefits and should not be relied upon to fully determine your coverage. If this Benefit Summary conflicts in any way with the Certificate of Coverage (COC), the COC shall prevail. It is recommended that you review your COC for an exact description of the services and supplies that are covered, those which are excluded or limited, and other terms and conditions of coverage.



## MEDICAL EXCLUSIONS

It is recommended that you review your COC for an exact description of the services and supplies that are covered, those which are excluded or limited, and other terms and conditions of coverage.

### Alternative Treatments

Acupressure; acupuncture; aromatherapy; hypnotism; massage therapy; rolfing; art therapy, music therapy, dance therapy, horseback therapy; and other forms of alternative treatment as defined by the National Center for Complementary and Alternative Medicine (NCCAM) of the National Institutes of Health. This exclusion does not apply to Manipulative Treatment and non-manipulative osteopathic care for which Benefits are provided as described in Section 1 of the COC.

### Dental

Dental care (which includes dental X-rays, supplies and appliances and all associated expenses, including hospitalizations and anesthesia). This exclusion does not apply to Benefits as described under Bones or Joints of the Jaw and Facial Region and Dental Services – Anesthesia and Hospitalization in Section 1 of the COC. This exclusion does not apply to accident-related dental services for which Benefits are provided as described under Dental Services – Accident Only in Section 1 of the COC. This exclusion does not apply to dental care (oral examination, X-rays, extractions and non-surgical elimination of oral infection) required for the direct treatment of a medical condition for which Benefits are available under the Policy, limited to: Transplant preparation; prior to initiation of immunosuppressive drugs; the direct treatment of acute traumatic injury, cancer or cleft palate. Dental care that is required to treat the effects of a medical condition, but that is not necessary to directly treat the medical condition, is excluded. Examples include treatment of dental caries resulting from dry mouth after radiation treatment or as a result of medication. Endodontics, periodontal surgery and restorative treatment are excluded. Preventive care, diagnosis, treatment of or related to the teeth, jawbones or gums. Examples include: extraction, restoration and replacement of teeth; medical or surgical treatments of dental conditions; and services to improve dental clinical outcomes. This exclusion does not apply to dental services for which Benefits are provided as described under Bones or Joints of the Jaw and Facial Region and Cleft Lip/Cleft Palate in Section 1 of the COC. This exclusion does not apply to accidental-related dental services for which Benefits are provided as described under Dental Services – Accidental Only in Section 1 of the COC. Dental implants, bone grafts and other implant-related procedures. This exclusion does not apply to accident-related dental services for which Benefits are provided as described under Dental Services – Accident Only in Section 1 of the COC. Dental braces (orthodontics). Treatment of congenitally missing, malpositioned, or supernumerary teeth, even if part of a Congenital Anomaly. This exclusion does not apply to dental services for which Benefits are provided as described under Cleft Lip/Cleft Palate in Section 1 of the COC.

### Devices, Appliances and Prosthetics

Devices used specifically as safety items or to affect performance in sports-related activities. Orthotic appliances that straighten or re-shape a body part. Examples include foot orthotics and some types of braces, including over-the-counter orthotic braces. Cranial banding. The following items are excluded, even if prescribed by a Physician: blood pressure cuff/monitor; enuresis alarm; non-wearable external defibrillator; trusses and ultrasonic nebulizers. Devices and computers to assist in communication and speech except for speech aid devices and tracheo-esophageal voice devices for which Benefits are provided as described under Durable Medical Equipment in Section 1 of the COC. Oral appliances for snoring. Repairs to prosthetic devices due to misuse, malicious damage or gross neglect. Replacement of prosthetic devices due to misuse, malicious damage or gross neglect or to replace lost or stolen items.

### Drugs

Prescription drug products for outpatient use that are filled by a prescription order or refill. Self-injectable medications. This exclusion does not apply to medications which, due to their characteristics (as determined by us), must typically be administered or directly supervised by a qualified provider or licensed/certified health professional in an outpatient setting. This exclusion does not apply to Benefits as described under Diabetes Services in Section 1 of the COC. Non-injectable medications given in a Physician's office. This exclusion does not apply to non-injectable medications that are required in an Emergency and consumed in the Physician's office. Over-the-counter drugs and treatments. Growth hormone therapy.

### Experimental, Investigational or Unproven Services

Experimental or Investigational and Unproven Services and all services related to Experimental or Investigational and Unproven Services are excluded. The fact that an Experimental or Investigational or Unproven Service, treatment, device or pharmacological regimen is the only available treatment for a particular condition will not result in Benefits if the procedure is considered to be Experimental or Investigational or Unproven in the treatment of that particular condition. This exclusion does not apply to medically appropriate medications prescribed for the treatment of cancer. The drug must be recognized for the treatment of that indication, and published within a standard reference compendium or recommended in medical literature. This exclusion does not apply to Covered Health Services provided during a clinical trial for which Benefits are provided as described under Clinical Trials in Section 1 of the COC.

### Foot Care

Routine foot care. Examples include the cutting or removal of corns and calluses. This exclusion does not apply to preventive foot care for Covered Persons with diabetes for which Benefits are provided as described under Diabetes Services in Section 1 of the COC. Nail trimming, cutting, or debriding. Hygienic and preventive maintenance foot care. Examples include: cleaning and soaking the feet; applying skin creams in order to maintain skin tone. This exclusion does not apply to preventive foot care for Covered Persons who are at risk of neurological or vascular disease arising from diseases such as diabetes. Treatment of flat feet. Treatment of subluxation of the foot. Shoes; shoe orthotics; shoe inserts and arch supports.

**Medical Supplies**

Prescribed or non-prescribed medical supplies and disposable supplies. Examples include: compression stockings, ace bandages, gauze and dressings, urinary catheters. This exclusion does not apply to:

- Disposable supplies necessary for the effective use of Durable Medical Equipment for which Benefits are provided as described under Durable Medical Equipment in Section 1 of the COC.
- Diabetic supplies for which Benefits are provided as described under Diabetes Services in Section 1 of COC.
- Ostomy supplies for which Benefits are provided as described under Ostomy Supplies in Section 1 of the COC.

Tubing and masks, except when used with Durable Medical Equipment as described under Durable Medical Equipment in Section 1 of the COC.

**Mental Health**

Services performed in connection with conditions not classified in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Mental Health Services as treatments for V-code conditions as listed within the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Mental Health Services as treatment for a primary diagnosis of insomnia and other sleep disorders, sexual dysfunction disorders, feeding disorders, neurological disorders and other disorders with a known physical basis. Treatments for the primary diagnoses of learning disabilities, conduct and impulse control disorders, personality disorders and paraphilias. Educational/behavioral services that are focused on primarily building skills and capabilities in communication, social interaction and learning. Tuition for or services that are school-based for children and adolescents under the Individuals with Disabilities Education Act. Learning, motor skills, and primary communication disorders as defined in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Mental retardation and autism spectrum disorder as a primary diagnosis defined in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Benefits for autism spectrum disorder as a primary diagnosis are described under Neurobiological Disorders - Autism Spectrum Disorder Services in Section 1 of the COC. Services or supplies for the diagnosis or treatment of Mental Illness, that, in the reasonable judgment of the Mental Health/Substance Use Disorder Designee, are any of the following:

- Not consistent with generally accepted standards of medical practice for the treatment of such conditions.
- Not consistent with services backed by credible research soundly demonstrating that the services or supplies will have a measurable and beneficial health outcome, and therefore considered experimental.
- Not consistent with the Mental Health/Substance Use Disorder Designee's level of care guidelines or best practices as modified from time to time.
- Not clinically appropriate for the patient's Mental Illness or condition based on generally accepted standards of medical practice and benchmarks.

**Neurobiological Disorders – Autism Spectrum Disorders**

Services as treatments of sexual dysfunction and feeding disorders as listed in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Any treatments or other specialized services designed for Autism Spectrum Disorder that are not backed by credible research demonstrating that the services or supplies have a measurable and beneficial health outcome and therefore considered Experimental or Investigational or Unproven Services. Mental retardation as the primary diagnosis defined in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Tuition for or services that are school-based for children and adolescents under the Individuals with Disabilities Education Act. Learning, motor skills and primary communication disorders as defined in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association and which are not a part of Autism Spectrum Disorder. Treatments for the primary diagnoses of learning disabilities, conduct and impulse control disorders, personality disorders and paraphilias. Intensive behavioral therapies such as applied behavioral analysis for Autism Spectrum Disorder, except as described under Autism Spectrum Disorder in Section 1 of the COC. Services or supplies for the diagnosis or treatment of Mental Illness that, in the reasonable judgment of the Mental Health/Substance Use Disorder Designee, are any of the following:

- Not consistent with generally accepted standards of medical practice for the treatment of such conditions.
- Not consistent with services backed by credible research soundly demonstrating that the services or supplies will have a measurable and beneficial health outcome, and therefore considered experimental.
- Not consistent with the Mental Health/Substance Use Disorder Designee's level of care guidelines or best practices as modified from time to time.
- Not clinically appropriate for the patient's Mental Illness or condition based on generally accepted standards of medical practice and benchmarks.



## MEDICAL EXCLUSIONS CONTINUED

### Nutrition

Individual and group nutritional counseling. This exclusion does not apply to medical nutritional education services that are provided by appropriately licensed or registered health care professionals when both of the following are true:

- Nutritional education is required for a disease in which patient self-management is an important component of treatment.
- There exists a knowledge deficit regarding the disease which requires the intervention of a trained health professional.

Enteral feedings, even if the sole source of nutrition. This exclusion does not apply to Benefits described under Enteral Formulas in Section 1 of the COC. Infant formula and donor breast milk. Nutritional or cosmetic therapy using high dose or mega quantities of vitamins, minerals or elements and other nutrition-based therapy. Examples include supplements, electrolytes, and foods of any kind (including high protein foods and low carbohydrate foods).

### Personal Care, Comfort or Convenience

Television; telephone; beauty/barber service; guest service. Supplies, equipment and similar incidental services and supplies for personal comfort. Examples include: air conditioners, air purifiers and filters, dehumidifiers; batteries and battery chargers; breast pumps (This exclusion does not apply to breast pumps for which Benefits are provided under the Health Resources and Services Administration (HRSA) requirement); car seats; chairs, bath chairs, feeding chairs, toddler chairs, chair lifts, recliners; exercise equipment; home modifications such as elevators, handrails and ramps; hot tubs; humidifiers; Jacuzzis; mattresses; medical alert systems; motorized beds; music devices; personal computers, pillows; power-operated vehicles; radios; saunas; stair lifts and stair glides; strollers; safety equipment; treadmills; vehicle modifications such as van lifts; video players, whirlpools.

### Physical Appearance

Cosmetic Procedures. See the definition in Section 9 of the COC. Examples include: pharmacological regimens, nutritional procedures or treatments. Scar or tattoo removal or revision procedures (such as salabrasion, chemosurgery and other such skin abrasion procedures). Skin abrasion procedures performed as a treatment for acne. Liposuction or removal of fat deposits considered undesirable, including fat accumulation under the male breast and nipple. Treatment for skin wrinkles or any treatment to improve the appearance of the skin. Treatment for spider veins. Hair removal or replacement by any means. Replacement of an existing breast implant if the earlier breast implant was performed as a Cosmetic Procedure. Note: Replacement of an existing breast implant is considered reconstructive if the initial breast implant followed mastectomy. See Reconstructive Procedures in Section 1 of the COC. Treatment of benign gynecomastia (abnormal breast enlargement in males). Physical conditioning programs such as athletic training, body-building, exercise, fitness, flexibility, and diversion or general motivation. Weight loss programs whether or not they are under medical supervision. Weight loss programs for medical reasons are also excluded. Wigs regardless of the reason for the hair loss.

### Procedures and Treatments

Excision or elimination of hanging skin on any part of the body. Examples include plastic surgery procedures called abdominoplasty or abdominal panniculectomy, and brachioplasty. Medical and surgical treatment of excessive sweating (hyperhidrosis). Medical and surgical treatment for snoring, except when provided as a part of treatment for documented obstructive sleep apnea. Rehabilitation services and Manipulative Treatment to improve general physical condition that are provided to reduce potential risk factors, where significant therapeutic improvement is not expected, including routine, long-term or maintenance/preventive treatment. Speech therapy except as required for treatment of a speech impediment or speech dysfunction that results from Injury, stroke, cancer, Congenital Anomaly or Autism Spectrum Disorders. Outpatient cognitive rehabilitation therapy except as Medically Necessary following a post-traumatic brain Injury or cerebral vascular accident. Psychosurgery. Sex transformation operations and related services. Physiological modalities and procedures that result in similar or redundant therapeutic effects when performed on the same body region during the same visit or office encounter. Biofeedback. Services for the evaluation and treatment of temporomandibular joint syndrome (TMJ), whether the services are considered to be medical or dental in nature. This exclusion does not apply to Benefits described under Bones or Joints of the Jaw or Facial Region in Section 1 of the COC. Upper and lower jawbone surgery, orthognathic surgery, and jaw alignment. This exclusion does not apply to reconstructive jaw surgery required for Covered Persons because of a Congenital Anomaly, acute traumatic Injury, dislocation, tumors, cancer or obstructive sleep apnea. This exclusion does not apply to Benefits as described under Bones or Joints of the Jaw and Facial Region and Dental Services - Anesthesia and Hospitalization in Section 1 of the COC. Surgical and non-surgical treatment of obesity. Stand-alone multi-disciplinary smoking cessation programs. These are programs that usually include health care providers specializing in smoking cessation and may include a psychologist, social worker or other licensed or certified professional. The programs usually include intensive psychological support, behavior modification techniques and medications to control cravings. Breast reduction surgery except as coverage is required by the Women's Health and Cancer Rights Act of 1998 for which Benefits are described under Reconstructive Procedures in Section 1 of the COC. In vitro fertilization regardless of the reason for treatment.

### Providers

Services performed by a provider who is a family member by birth or marriage. Examples include a spouse, brother, sister, parent or child. This includes any service the provider may perform on himself or herself. Services performed by a provider with your same legal residence. Services provided at a free-standing or Hospital-based diagnostic facility without an order written by a Physician or other provider. Services which are self-directed to a free-standing or Hospital-based diagnostic facility. Services ordered by a Physician or other provider who is an employee or representative of a free-standing or Hospital-based diagnostic facility, when that Physician or other provider has not been actively involved in your medical care prior to ordering the service, or is not actively involved in your medical care after the service is received. This exclusion does not apply to mammography.



**Reproduction**

Health services and associated expenses for infertility treatments, including assisted reproductive technology, regardless of the reason for the treatment. This exclusion does not apply to services required to treat or correct underlying causes of infertility. Surrogate parenting, donor eggs, donor sperm and host uterus. Storage and retrieval of all reproductive materials. Examples include eggs, sperm, testicular tissue and ovarian tissue. The reversal of voluntary sterilization.

**Services Provided under Another Plan**

Health services for which other coverage is paid under arrangements required by federal, state or local law to be purchased or provided through other arrangements. This includes, but is not limited to, coverage paid by workers' compensation, no-fault auto insurance, or similar legislation. This exclusion does not apply to Enrolling Groups that are not required by law to purchase or provide, through other arrangements, workers' compensation insurance for employees, owners and/or partners. Health services for treatment of military service-related disabilities, when you are legally entitled to other coverage and facilities are reasonably available to you. Health services while on active military duty.

**Substance Use Disorders**

Services performed in connection with conditions not classified in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Methadone treatment as maintenance, L.A.A.M. (1-Alpha-Acetyl-Methadol), Cyclazocine, or their equivalents. Educational/behavioral services that are focused on primarily building skills and capabilities in communication, social interaction and learning. Services or supplies for the diagnosis or treatment of alcoholism or substance use disorders that, in the reasonable judgment of the Mental Health/Substance Use Disorder Designee, are any of the following:

- Not consistent with generally accepted standards of medical practice for the treatment of such conditions.
- Not consistent with services backed by credible research soundly demonstrating that the services or supplies will have a measurable and beneficial health outcome, and therefore considered experimental.
- Not consistent with the Mental Health/Substance Use Disorder Designee's level of care guidelines or best practices as modified from time to time.
- Not clinically appropriate for the patient's substance use disorder or condition based on generally accepted standards of medical practice and benchmarks.

**Transplants**

Health services for organ and tissue transplants, except those described under Transplantation Services in Section 1 of the COC. Health services connected with the removal of an organ or tissue from you for purposes of a transplant to another person. (Donor costs that are directly related to organ removal are payable for a transplant through the organ recipient's Benefits under the Policy.) Health services for transplants involving permanent mechanical or animal organs.

**Travel**

Health services provided in a foreign country, unless required as Emergency Health Services. Travel or transportation expenses, even though prescribed by a Physician. Some travel expenses related to Covered Health Services received from a Designated Facility or Designated Physician may be reimbursed at our discretion. This exclusion does not apply to ambulance transportation for which Benefits are provided as described under Ambulance Services in Section 1 of the COC.

**Types of Care**

Multi-disciplinary pain management programs provided on an inpatient basis for acute pain or for exacerbation of chronic pain. Custodial care or maintenance care; domiciliary care. Private Duty Nursing. Respite care. This exclusion does not apply to respite care that is part of an integrated hospice care program of services provided to a terminally ill person by a licensed hospice care agency for which Benefits are provided as described under Hospice Care in Section 1 of the COC. Rest cures; services of personal care attendants. Work hardening (individualized treatment programs designed to return a person to work or to prepare a person for specific work).

**Vision and Hearing**

Purchase cost and fitting charge for eye glasses and contact lenses. Implantable lenses used only to correct a refractive error (such as Intacs corneal implants). Eye exercise or vision therapy. Surgery that is intended to allow you to see better without glasses or other vision correction. Examples include radial keratotomy, laser, and other refractive eye surgery.

Bone anchored hearing aids except when either of the following applies: For Covered Persons with craniofacial anomalies whose abnormal or absent ear canals preclude the use of a wearable hearing aid. For Covered Persons with hearing loss of sufficient severity that it would not be adequately remedied by a wearable hearing aid. More than one bone anchored hearing aid per Covered Person who meets the above coverage criteria during the entire period of time the Covered Person is enrolled under the Policy. Repairs and/or replacement for a bone anchored hearing aid for Covered Persons who meet the above coverage criteria, other than for malfunctions.

**All Other Exclusions**

Health services and supplies that do not meet the definition of a Covered Health Service - see the definition in Section 9 of the COC. Covered Health Services are those health services, including services, supplies, or Pharmaceutical Products, which we determine to be all of the following: Medically Necessary; described as a Covered Health Service in Section 1 of the COC and Schedule of Benefits; and not otherwise excluded in Section 2 of the COC. Physical, psychiatric or psychological exams, testing, vaccinations, immunizations or treatments that are otherwise covered under the Policy when: required solely for purposes of school, sports or camp, travel, career or employment, insurance, marriage or adoption; related to judicial or administrative proceedings or orders; conducted for purposes of medical research (This exclusion does not apply to Covered Health Services provided during a clinical trial for which Benefits are provided as described under Clinical Trials in Section 1 of the COC); required to obtain or maintain a license of any type. Health services received as a result of war or any act of war, whether declared or undeclared or caused during service in the armed forces of any country. This exclusion does not apply to Covered Persons who are civilians Injured or otherwise affected by war, any act of war, or terrorism in non-war zones. Health services received after the date your coverage under the Policy ends. This applies to all health services, even if the health service is required to treat a medical condition that arose before the date your coverage under the Policy ended. This exclusion does not apply to health services covered under Extended Coverage for Pregnancy or Extended Coverage for Total Disability in Section 4 of the COC. Health services for which you have no legal responsibility to pay, or for which a charge would not ordinarily be made in the absence of coverage under the Policy. In the event a non-Network provider waives Copayments, Coinsurance and/or any deductible for a particular health service, no Benefits are provided for the health service for which the Copayments, Coinsurance and/or deductible are waived. Charges in excess of Eligible Expenses or in excess of any specified limitation. Long term (more than 30 days) storage. Examples include cryopreservation of tissue, blood and blood products. Autopsy. Foreign language and sign language services. Health services related to a non-Covered Health Service: When a service is not a Covered Health Service, all services related to that non-Covered Health Service are also excluded. This exclusion does not apply to services we would otherwise determine to be Covered Health Services if they are to treat complications that arise from the non-Covered Health Service. For the purpose of this exclusion, a "complication" is an unexpected or unanticipated condition that is superimposed on an existing disease and that affects or modifies the prognosis of the original disease or condition. Examples of a "complication" are bleeding or infections, following a Cosmetic Procedure, that require hospitalization.

**Preexisting Conditions (Applies only to groups of 50 or less employees)**

Benefits for the treatment of a Preexisting Condition are excluded until the earlier of the following: The date you have had Continuous Creditable Coverage for 12 months; or the date you have had Continuous Creditable Coverage for 18 months if you are a Late Enrollee. This exclusion does not apply to Covered Persons under age 19. This exclusion or limitation does not apply to routine follow-up care of breast cancer.

**THIS PAGE INTENTIONALLY LEFT BLANK**

---

**UNITEDHEALTH CARE  
PLAN CONTRACT  
AVAILABLE FOR REVIEW  
IN THE OFFICE OF THE  
TOWN CLERK**

RESOLUTION NO. \_\_\_\_\_

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

**WHEREAS**, the Town Commission of the Town of Surfside, Florida ("TOWN") on October 8, 2013 by Resolution 13-2197 retained Adams Benefit Inc. to become agent of record and secure and analyze the best proposals from competitive health care and other benefit providers for the Town of Surfside employees for this upcoming year; and

**WHEREAS**, this task has been completed and the Town of Surfside wishes to enter into an alternative agreement with United Healthcare and Mutual of Omaha to arrange for the delivery of health and other benefits for FY 13/14, for qualified Town of Surfside Subscribers ("Subscribing Group"); and

**WHEREAS**, the Town Commission believes that it is in the best interest of the Town to retroactively accept the United Healthcare Insurance Company Policy (a copy of the Policy is on file with the Town Clerk).

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

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

**Section 2. Approval and Authorization.** The Town Commission hereby approves and authorizes the Town Manager and the Town Attorney to retroactively enter into an agreement with United Healthcare and Mutual of Omaha for group health and other benefits, based on the terms of the Policy which is on file with the Town Clerk and authorizes the Town Manager and Town Attorney to do all things necessary to effectuate this Contract.

**Section 3. Effective Date.** This Resolution shall become effective November 1, 2013.

**PASSED and ADOPTED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2013

Motion by Commissioner \_\_\_\_\_, second by Commissioner \_\_\_\_\_.

FINAL VOTE ON ADOPTION

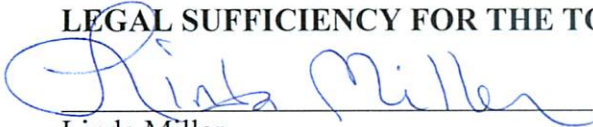
Commissioner Joseph Graubart	_____
Commissioner Michelle Kligman	_____
Commissioner Marta Olchyk	_____
Vice Mayor Michael Karukin	_____
Mayor Daniel Dietch	_____

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

ATTEST:

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

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



Linda Miller  
Town Attorney





## Town of Surfside Commission Communication

**Agenda Date:** November 12, 2013

**Subject:** Approval and award of contract to Witt / O'Brien's for Emergency debris monitoring via a piggy back bid from the Indian Creek Village.

**Background:** The Town has developed a Federal Emergency Management Agency (FEMA) approved Debris Management Plan which includes Debris Monitoring from an outside source. The key component of the plan requires that the Town have in place a firm to do the Emergency Debris Monitoring when needed. This firm would be on standby and have the responsibility to monitor the Emergency Debris Removal process, inspect it load before it goes to disposal and prepare the necessary paper work associated with the operation for repayment from FEMA. This method or process of debris monitoring has become a standard in the industry and a requirement to collect the full reimbursement allotted from FEMA both State and Federal. Indian Creek Village has entered into an agreement with Witt / O'Brien's in April 2013 and the agreement is in effect until 2016. Indian Creek Village has given approval for the Town of Surfside to utilize their agreement with Witt / O'Brien's for our Town services. The pricing structure is very competitive with cost equal with our current contract.

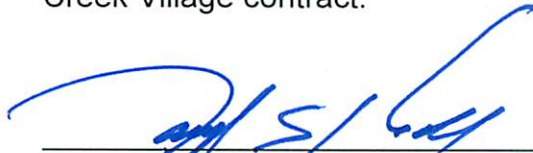
Our current Emergency Debris Monitoring contract is with Witt / O'Brien's has been ongoing since 2008, this will be our first renewal. Witt / O'Brien's has several contracts with cities in SE-Florida; North Miami, Miami-Dade County, Indian Creek Village and Miami Beach as well as with the Town of Surfside. Having worked with this company we are comfortable that the Town will receive the high quality of service it needs during an emergency event. In addition, having such a high exposure in this area brings a comfort level as well and perform in a timely manner.

**Analysis:** The Town currently has Witt / O'Brien's on contract for debris monitoring services, but that contract expires April 2014. In order to be in compliance with FEMA and the requirements associated with the Emergency Debris Removal Plan it is imperative that a contract be in place.

**Budget Impact:** There would not be a budget impact at this time. In the event of a storm and Witt / O'Brien's was activated the charges would be based on the piggy back agreement that is established and approved from the Indian Creek Village.

**Staff Impact:** Public Works will oversee this project as the project manager.

**Recommendation:** Staff recommends the Town Commission adopt a resolution accepting the piggy back agreement for Emergency Debris Monitoring from Witt / O'Brien's via Indian Creek Village contract.

  
\_\_\_\_\_  
Department Head  
\_\_\_\_\_  
Town Manager  
\_\_\_\_\_  
Police Chief



## COOPERATIVE PURCHASING AGREEMENT

This Cooperative Purchasing Agreement (the "**Purchasing Agreement**") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013 ("**Effective Date**"), by and between, the Town of Surfside, Florida (the "**Town**") and Witt O'Brien's, L.L.C. (the "**Contractor**"), each of which may be referred to individually as "**Party**" or collectively as the "**Parties**."

**WHEREAS**, Indian Creek Village, Florida ("**Indian Creek**") issued an RFP for Disaster Debris Monitoring Services (RFP dated 1/23/2013), a copy of which is incorporated herein by reference as Attachment A (the "**RFP**");

**WHEREAS**, Contractor submitted a proposal response to the RFP, a copy of which is incorporated herein by reference as Attachment B (the "**Proposal**"); and

**WHEREAS**, Indian Creek selected Contractor to provide Services (as defined herein), and the Contractor and Indian Creek entered into a Standard Written Agreement for Disaster Debris Monitoring Services (the "**Contract**"), a copy of which is incorporated herein by reference as Attachment C;

**WHEREAS**, the Town wishes to purchase Services from Contractor as set forth in this Purchasing Agreement

**NOW THEREFORE**, the Parties agree to the following:

- 1) The above-referenced recitals are true and correct, are incorporated herein, and made a part of this Purchasing Agreement.
- 2) Upon request by the Town, Contractor shall provide the Town with the services described in the Contract (the "**Services**"), and the Town shall pay Contractor for the Services in accordance with the rates, and the terms and conditions referenced therein.
- 3) Except as otherwise provided herein, the terms and conditions of the Contract shall control this Purchasing Agreement. In the event of an ambiguity or a conflict between the Contract and the Purchasing Agreement, the Purchasing Agreement shall be controlling.

-Signature Page to Follow-

**IN WITNESS WHEREOF**, the Parties hereto, by their duly authorized representatives, execute this Purchasing Agreement to be effective as of the date set forth below.

**Town of Surfside, Florida**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Witt O'Brien's, L.L.C.**

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_



INDIAN CREEK VILLAGE

REQUEST FOR PROPOSALS  
"Disaster Debris Monitoring Services"

The Village of Indian Creek is requesting sealed proposals from qualified, licensed and experienced firms for Disaster Debris Monitoring Services. The successful proposer will provide disaster debris monitors following a debris-generating event such as a hurricane, storm, or other event. Monitors are necessary to ensure that Federal Management Agency ("FEMA") and Florida Division of Emergency Management ("FDEM") emergency plans and the Village of Indian Creek removal contract requirements are met by monitoring the debris removal from Indian Creek Island Road and 91<sup>st</sup> Street.

PROPOSAL SUBMISSION

Proposals will be received by sealed envelope in the office of the Village Clerk, until 2:30 p.m. on Monday, March 4, 2013 at which time they will be opened and read by the Village staff/representatives. Bids received after this time will not be considered and no time extensions will be permitted. Please clearly mark proposals:

"DISASTER DEBRIS MONITORING SERVICES REQUEST FOR PROPOSAL"

Copies of this Request for Proposal may be obtained at the Village of Indian Creek. Village Hall located at 9080 Bay Drive, Indian Creek Village, Florida 33154-3212.

FOR INFORMATION

For additional information on this Request for Proposal, contact C. Samuel Kissinger, Village Manager, 305-865-4121.

ACCEPTANCE, REJECTION and CANCELLATION

The Village reserves the right to reject any or all proposals with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the firm offering the greatest advantage and benefit to the Village. The Village also reserves the right, in its sole and absolute discretion, to cancel this Request for Proposal at any time.

INDIAN CREEK VILLAGE, Florida

**SUBJECT:** Request for Proposals (RFP) from qualified and experienced firms for Disaster Debris Monitoring Services.

The Village of Indian Creek invites you to submit an original proposal (clearly marked) and seven (7) bound copies in response to our Request for Proposals. All submissions and inquiries must be addressed as outlined in the RFP.

The proposals are to be submitted in a sealed envelope clearly marked Important, Bid Enclosed bearing the name of the proposer, and the address as well as the title of the RFP, no later than 2:30 p.m., Monday, March 4, 2013, Mail or hand deliver your clearly marked proposal to:

INDIAN CREEK VILLAGE  
Village Clerk  
Disaster Debris Monitoring Services  
9080 Bay Drive  
Indian Creek, Florida 33154

The Village's tentative schedule for this Request for Proposals is as follows:

Opening of Proposals:	2:30p.m
Proposals Evaluations:	TBD
Interviews (upon Village discretion):	<u>TBD</u>
Commission Award:	<u>March 4, 2013</u>

The Village reserves the right to delay or modify scheduled dates. The Village will notify proposers of all changes in scheduled dates.

We look forward to your active participation in this solicitation.

Sincerely,

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

**INDIAN CREEK VILLAGE  
Request for Proposal**

**1.0        PURPOSE**

The **Village** is requesting sealed proposals from qualified and experienced firms, (hereinafter referred to as "CONTRACTOR") for Disaster Debris Monitoring Services. Upon the Village Council's ratification of the Selection Committee's rankings, the **Village** will enter into negotiations with the number one ranked firm to establish the fees for services to be performed under the Agreement herein (the "Agreement"), which shall be subject to ultimate approval by the Village Council.

The successful proposer must be an independent contractor and the individual(s) assigned to work for the **Village** by the CONTRACTOR shall be subject to the approval of the **Village**, and will not be a **Village** employee(s). The successful proposer shall execute the Agreement for approval by the Village Council. The **Village** is interested in entering a three year contract with the successful proposer and can be extended for two (2) additional 2 year terms.

**2.0        BACKGROUND**

**2.1        Statistical Data**

The Village of Indian Creek is an incorporated municipality in Miami-Dade County, Florida of approximately 300 acres with 35 residential units and the Indian Creek Country Club consisting of 188 acres. The Village is governed by a five member Village Council and is administered under a Council-Manager form of government. Assessed valuation is FY 2013 \$371,257,908. Single family residences occupy 67 acres.

**2.2        Scope of Services**

The Village of Indian Creek is interested in securing a three-year agreement for disaster debris monitoring services. The successful proposer will provide the required pre-event, post-event, and other necessary debris monitoring services as needed by the Village as a result of a hurricane or other disaster. This work will include, but not be limited to the following services as required:

Prior to a disaster (such as a hurricane) the Contractor will assist the Village in the preparation for such a disaster through participation in meetings, workshops, the establishment of data management systems for the handling of disaster debris, and other disaster debris related matters.

Provide debris estimations and analyze collection areas.

Participate in pre-event planning, including review of temporary debris management sites (TOMS).

After a disaster (such as a hurricane) the Contractor will provide assistance with load inspections being performed by one or more debris collection contractors.

Monitor multiple truck pickups, issue load tickets, remain in contact with the Village's central dispatch area, report on each load volume percent full, and troubleshoot any problems arising in the work area that may impact eligibility for cost reimbursements, keeps records of collected debris street areas.

Monitor TOMS inspection and record keeping related to debris collected and delivered to TOMS.

Follow FEMA policies for vehicle and equipment certification and collection and disposal procedures.

Follow FEMA guidelines for costs of service and invoicing.

Maintain documentation necessary for verification for services rendered as necessary for FEMA reimbursements to Village.

### **3.0 RESPONSIBILITIES OF THE VILLAGE**

Village staff will be available to assist proposers in both the bidding process and the operational functions with interpreting specifications, standards and directions.

### **4.0 SUBMISSION OF PROPOSAL**

#### **Incurred Expenses:**

The Village is not responsible for any expenses which proposers may incur preparing and submitting proposals called for in the Request for Proposal.

#### **Interviews:**

The Village reserves the right to conduct personal interviews or required presentations on all proposers prior to selection. The Village will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.).

#### **Proposal Acknowledge:**

By submitting a proposal, the proposer certifies that the proposer has fully read and understands the proposal method and has full knowledge of the scope, nature, and quality of work to be performed.

#### **Request for Additional Information:**

The proposer shall furnish such additional information as the Village of Indian Creek may reasonably require. This includes information which indicates financial resources as well as ability to provide the system and/or services.

The Village reserves the right to make investigations of the qualifications of the proposer as it deems appropriate, including but not limited to, a background investigation conducted by the Indian Creek Village Police Department.

**Acceptance/Rejection/Modification to Proposals:**

The Village reserves the right to reject any and all proposals, and to waive minor irregularities in the procedure and agree to minor modifications during the agreement preparation process.

**Proposals Binding:**

All proposals submitted shall be binding for ninety (90) calendar days following opening.

**Proposal Withdrawal:**

Proposers may withdraw their proposals by notifying the Village in writing at any time prior to the scheduled opening. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity and provide receipt for the proposal. Proposals, once opened, become the property of the Village and will not be returned to the Proposers.

**Proposal Disclosure:**

Upon opening, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke in writing the exemptions to disclosure provided by law in the response to the RFP by providing the specific statutory authority for claimed exemptions, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary.

**5.0 CONDITIONS OF PROPOSALS**

- A. Late Proposals – Proposals received by the Village after time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery at the location designated for receipt of proposals.
- B. Completeness – All information required by this RFP must be supplied to constitute an acceptable proposal.
- C. Public Opening – All proposals will be publicly opened at the time and place specified. Proposals may be reviewed by any person ten (10) days after the opening or recommendation of award which ever occurs sooner.
- D. Award Presentation – The Village Manager will present to Village Council for acceptance and final award, one or more of the proposals, or reject all proposals, within ninety (90) calendar days from the date of opening of proposals.

## **6.0        TERMS AND CONDITIONS OF AGREEMENT**

The contract to be entered into with the successful proposer(s) will include, but not be limited to, the following terms and conditions.

The proposer shall agree to indemnify and hold harmless and pay on behalf of the Town, for any liability and/or legal costs arising out of any claims and litigation related to the services provided, including any actions that may arise from allegations regarding determination of appropriateness or inappropriateness of care or any acts, errors or omissions related to the service provided.

The agreement shall be a three-year (3) agreement beginning after Village Council award. Subject to any approved extension of 2, two year extensions.

The content of this RFP and all provisions of the successful proposer deemed pertinent by the Village may be incorporated into an agreement and become legally binding.

The Village shall pay the Contractor for the performance of the Agreement and satisfactory completion of the project in accordance with the unit prices proposed by the Contractor and accepted by the Village. Unit prices shall not exceed unit prices of accepted proposal schedule.

The Village shall have the option of terminating the agreement by giving the Contractor seven (7) days written notice.

The Village Council shall have the right to terminate the agreement in the event the Proposer files any petition or proceeding for bankruptcy relief or is adjudicated to be bankrupt or insolvent or fails to pay just debts as they ordinarily become due.

This agreement may not be terminated by the proposer unless otherwise provided in the agreement.

## **7.0        REFERENCES**

Please provide a list and description of similar projects satisfactorily performed within the past three (3) years. For each engagement listed indicate the scope of work, date, engagement partners, total hours, location of the firm's office from which the engagement was performed, and include the following:

Name  
Address  
Contact Name  
Telephone, Facsimile Number & e-mail address  
Date of Contract



Indicate at least three clients with whom the Village may speak with during the evaluation phase. It is the responsibility of the proposer to ascertain that the contact person will be responsive.

## **8.0 PROCEDURE FOR REVIEW**

A Selection Committee has been established to review and evaluate all proposals submitted in response to this RFP. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided and other evaluation criteria as set forth in this RFP.

The Committee will first review each proposal for compliance with mandatory requirements of the RFP. Failure to comply with any mandatory requirements will disqualify a proposal.

The Village reserves the right to forego the interview process.

The Village reserves the right to reject any and all proposals and to waive minor irregularities in the proposal. The Village further reserves the right to seek new proposals when it is in the best interest of the Village to do so.

The Village will negotiate the contract price and fees with the firm / firms ranked highest.

## **9.0 EVALUATION METHOD AND CRITERIA**

The Indian Creek Village shall evaluate proposals submitted in accordance with the following:

A. Responsiveness / Responsibility Award shall be made to the responsive / responsible proposer whose proposal is determined to be the most advantageous to the Village, taking into consideration the evaluation factors set forth below. The following Mandatory Requirements will be used in determining whether a proposer is responsive to the RFP but will not be used as an evaluation criterion:

- The Contractor is licensed to practice in Miami-Dade County and the State of Florida.
- The firm has no conflict of interest with regard to any other work performed by the firm for the Village.
- The firm adheres to the instructions in the RFP on preparing and submitting the proposal and applicable Village ordinances.

<b>B. Criteria</b>	<b>POINT RANGE</b>
Qualifications and Experience	0-30
Management Approach	0-25
Resources and Availability	0-25
Cost of Services	0-20
 Total	 100

COST WILL NOT BE THE PRIMARY FACTOR IN THE SELECTION OF A FIRM.

**10.0      ADDITIONAL INFORMATION/CLARIFICATIONS**

Information provided by the Village is to facilitate proposals. Effort was made to provide necessary and accurate information when this request was prepared, but the Village is not to be penalized for any lack of completeness. Accuracy of this data is not guaranteed. It is the sole responsibility of proposers to assure that they have all information necessary for submission of their proposals.

Any questions relative to interpretation of specifications or if more information is needed, please contact the Village Manager C. Samuel Kissinger at 305-865-4121.

**11.0      INFORMATION REQUIRED OF PROPOSER**

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified.

- A. Proposal Format:**  
Proposal shall be in the following order:  
Title Page, Table of Contents, Letter of Transmittal, Proposal Certificate, Detailed Proposal, General Information, Specific Information, Technical Information, and References
- B. Title Page:**  
Name of Proposer's company/corporation, address, telephone number, e-mail address, name of person which will handle the Village's account, date, and the subject- "DISASTER DEBRIS MONITORING SERVICES".
- C. Letter of Transmittal:**  
Limit to one or two pages. Briefly state the Proposer's positive commitment, understanding of the work to be performed and a commitment to perform the work within time restraints.
- D. General Information:**

State if business is local, national, or international and indicate the business legal status (corporation, partnership etc.).

Give the date business was organized and/or incorporated and place of incorporation.

State if the business is licensed, permitted and/or certified to do business in the State of Florida, attach copies of all such licenses issued to the business entity. An affirmative statement that the firm and all assigned key professional staff are properly licensed to practice in the State of Florida.

**E. Specific Information:**

List and describe the number and type of personnel who will perform the work, and licenses or certification and equipment to be utilized.

**F. Insurance Requirements**

Proposers must submit with their proposal, proof of insurance meeting or exceeding the following requirements.

- ☐ Workers' Compensation Insurance – as required by law.
- ☐ Employer's Liability Insurance - \$500,000 per occurrence
- ☐ Automobile Liability Insurance - \$500,000 per occurrence, \$500,000 per accident for bodily injury and \$500,000 per accident for property damage.

The successful proposer(s) must submit, prior to signing of agreement, a Certificate of Insurance naming Indian Creek Village as additional insured.

**G. Cost**

Each proposal must include a schedule of personnel rates to be charged to the Village. These rates will be valid for the term of the contract.

**12.0 PROHIBITION OF INTEREST**

No contract will be awarded to a proposing firm who has Village elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and Village Charter relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the bidder and may result in removal from the vendor bid list(s).

**13.0      FLORIDA PUBLIC RECORDS ACT**

All material submitted regarding this RFP becomes the property of the Village. Proposals may be reviewed by any person ten (10) days after the public opening. Proposers should take special note of this as it relates to any proprietary information that might be included in their offer.

Any resulting contract may be reviewed by any person after the contract has been executed by the Village. The Village has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from same. Disqualification of a bidder does not eliminate this right.

## **PROPOSER'S CERTIFICATION**

I have carefully examined the Request for Proposal, General Information, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to 90 days following the opening in order to allow Indian Creek Village adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of Indian Creek Village or any other proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I understand that a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 278.017, for CATEGORY TWO (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list.

I certify that I have reviewed the cover letter from the Village Manager and fully understand that it is incorporated as a part of this RFP by reference. I further agree that I have reviewed, am aware of and will otherwise comply with all Village ordinances, state and federal laws in the performance of the services outlined in the Request for Proposal.

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

BY:

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Name & Title, Typed or Printed  
Notary Public

Mailing Address:

State of \_\_\_\_\_

\_\_\_\_\_  
City, State, Zip Code

Facsimile Number (     ) \_\_\_\_\_

Telephone Number ('-\_\_'), \_\_\_\_\_

Email Address: \_\_\_\_\_

**AFFIDAVIT FOR CORPORATION**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_ is \_\_\_\_\_ (title) \_\_\_\_\_ of \_\_\_\_\_ the  
\_\_\_\_\_ (corporation described  
herein) being duly sworn, deposes and says that he/she is familiar with the books or  
the said corporation showing its financial position; that the foregoing statements are  
a true and accurate statement of the financial position of said corporation as of the  
date hereof; and, that the statements and answers to questions of the foregoing  
experience questionnaire are correct and true as of the date of this affidavit and, that  
he/she understands that intentional inclusion of false, deceptive or fraudulent  
statements on this application constitutes fraud; and, that Indian Creek Village  
considers such action on the part of the applicant to constitute good cause for  
denial, suspension or revocation of a existing work, future contracts or contracts  
being performed by the Contractor for Indian Creek Village.

\_\_\_\_\_  
(Officer must also sign here)

Sworn to me before this \_\_\_\_\_ day of 20\_\_\_\_\_,  
by \_\_\_\_\_ (name of affiant). He/she is personally known to me  
or has produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
(Notary)

SEAL

---

**AFFIDAVIT FOR INDIVIDUAL**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_ being duly sworn, deposes and says that the foregoing financial statements are a true and accurate statement of his/her financial position as of the date thereof, and that the answers to the questions contained therein are true; and, that the statements and answers to the questions of the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that Indian Creek Village considers such action on the part of the applicant to constitute good cause for denial for bidding on Village projects or the suspension or revocation of existing work or future contracts or contracts being performed by the Contractor for Indian Creek Village, Florida.

\_\_\_\_\_  
(Applicant)

Sworn to me before this \_\_\_\_\_ day of 20\_\_\_\_, by \_\_\_\_\_ (name of affiant). He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
(Notary)

SEAL



**AFFIDAVIT FOR CO-PARTNERSHIP**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_ is a member of the firm of \_\_\_\_\_ being duly sworn deposes and says that the foregoing financial statements are a true and accurate statement of the financial position of said firm as of the date thereof, and that the answers to the questions contained therein are true; and, that the statements and answers to the questions of the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that Indian Creek Village considers such action on the part of the applicant to constitute good cause for denial for bidding on Village projects or the suspension or revocation of existing work, future work or contracts being performed by the Contractor for Indian Creek Village, Florida.

\_\_\_\_\_  
(Member of Firm)

Sworn to me before this \_\_\_\_\_ day of 20\_\_\_\_, by \_\_\_\_\_  
(name of affiant). He/she is personally known to me or has  
produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
(Notary)

SEAL

Appendix A

SCHEDULE OF FEES AND EXPENSES

FOR DISASTER DEBRIS MONITORING DESCRIBED IN RFP SECTION 2.2

## **ATTACHMENT "B"**

Incorporated  
by reference  
Copy available with  
the Town clerk

### **ATTACHMENT B** **Proposal**

CONTRACT

For the Provision of

DISASTER DEBRIS  
MONITORING SERVICES CONTRACT

Between

INDIAN CREEK VILLAGE

And

WITT O'BRIEN'S, LLC

Dated: April 30, 2013 to April 30, 2016

## **1.0**

### **INTRODUCTION**

#### **1.1 Introductions and Overview:**

The Village of Indian Creek hereinafter called the "Client" or "Village" desires to hire Witt O'Brien's LLC, hereinafter called "Contractor" or "WOB" for the purpose of Disaster Debris Monitoring Services (as defined herein) and other related services. The Village and the Contractor may be referred to individually as the "Party" or collectively as the "Parties". The Village placed an advertisement, the Request For Proposal Disaster Monitoring Services ("RFP"), in the Daily Business Review on February 6, 2013, and on February 22, 2013. In addition, five (5) RFP's were e-mailed to firms and one (1) to The Construction Journal. In response, a proposal was received from WOB.

#### **1.2 Timeline:**

The Contract is executed for a three (3) year term. The Contract is effective upon signature by the Client, provided both Parties sign the Contract. Upon mutual agreement, the Contract may be renewed, in whole or in part, for up to two (2) additional two (2) year terms. The renewal must be in writing and signed by both Parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

#### **1.3 Use of the Contract**

Client will create a Task Order each time it desires to purchase from the Contract. The scope of work will be included in the Task Order which will be issued to the WOB. Each Task Order will set forth a timetable for services, compensation and any special conditions. WOB agrees to timely complete all work contained in each Task Order.

## 2.0

### CONTRACT TERMS

#### 2.1 Compensation:

The Client shall pay WOB for the performance of Disaster Debris Monitoring Services upon completion of each work assignment as accepted and approved by the Client. Compensation for each work assignment shall be in accordance with the following rate structure:

Personnel Type	Hourly Rate
Project Manager	\$89
Operation Coordinator	\$69
Field Supervisor	\$54
TDSR Site / Tower Monitors	\$40
Collection Site Monitors	\$40
Data / Reports Manager	\$59
Load Ticket Data Entry Clerk	\$32
Billing and Invoice Analyst	\$39
Administrative Assistants	\$29
Senior Disaster Recovery Advisor	\$139
Emergency Management Planner / Trainer	\$98
FEMA Grants Manager / Coordinator	\$110

The estimated hours required to complete each work assignment will be itemized by task and total. Payments shall be made to WOB when each work assignment is complete, and accepted and approved by Client. Payment will be made upon receipt of a proper invoice and in compliance with Section 218.70 F.S., otherwise known as the "Florida Prompt Payment Act"

## **2.2 Expenses**

No additional expenses shall be charged.

## **2.3 Invoicing and Payment**

Invoices shall contain the Contract number and the Task Order number. The Client may require any other information from WOB that the Client deems necessary to verify any task order placed under the Contract.

## **2.4 Notice**

All notices from WOB to the Client or from the Client to WOB shall be deemed duly served if mailed or faxed to the other Party at the following Addresses:

### **WOB**

1501 M Street, NW  
Suite 500  
Washington, DC  
Tel: (202) 585-0780

### **Indian Creek Village**

9080 Bay Drive  
Indian Creek Village, FL 33154  
Telephone: 305-865-4121

WOB the Client may change the above mailing addresses, fax numbers or email addresses at any time upon giving the other Party written notification. All notices under this Contract must be in writing.

## **3.0**

### **SCOPE OF WORK**

WOB shall provide Client with the recovery services, load site monitoring services, debris management site monitoring services, roving debris monitor services, and other services provided for in Attachment A, which is incorporated herein.

## **4.0**

### **LIMITATION OF LIABILITY**

For all claims against WOB under any individual task order, and regardless of the basis on which the claim is made, WOB's liability under a purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the task order, or the amount of the charges rendered by WOB under the task order. This limitation shall not apply to claims arising under the indemnity paragraph contain in this Contract.

In no event shall either Party be liable to the other Party for special, indirect, punitive, or consequential damages even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings.

## **5.0**

### **INDEMNIFICATION**

WOB shall be liable for the actions of its agents, employees, partners, and subcontractors and shall indemnify, defend, and hold harmless the Client, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the negligent act or omission of WOB, its agents, employees, partners, or subcontractors, provided, however, that WOB shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Client, its agents, employees, partners, or subcontractors.

## **6.0**

### **TERMINATION**

#### **6.1 For Cause**

The Client may terminate the Contract if WOB fails to perform under this Contract; is given notice of the default; and fails to cure the default within a reasonable time. WOB shall continue work on any task orders not terminated. Except for defaults of subcontractors at any tier, WOB shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of WOB. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both WOB and the subcontractor, and without the fault or negligence of either, WOB shall not be liable for any excess costs for failure to perform.



## **6.2 For Convenience**

The Client, by written notice to WOB, may terminate the Contract in whole or in part when the Client determines in its sole discretion that it is in the Client's interest to do so. WOB shall not furnish any services after it receives the notice of termination.

## **7.0**

### **FORCE MAJEURE**

#### **Force Majeure, Notice of Delay, and No Damages for Delay**

WOB shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of WOB or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond WOB's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to WOB. In case of any delay WOB believes is excusable, WOB shall notify the Client in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if WOB could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date WOB first had reason to believe that a delay could result. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist WOB shall continue perform in accordance with the Contract. The Parties shall mutually determine whether additional compensation is warranted.

## **8.0**

### **MISCELLANEOUS PROVISIONS**

#### **8.1 Assignment**

WOB shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Client.

#### **8.2 Dispute Resolution**

Any dispute concerning performance of the Contract shall be decided by the Client's designated contract manager, who shall reduce the decision to writing and serve a copy on WOB. The Parties may employ the alternative dispute resolution procedures, as outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Miami-Dade County, Florida; in any such action, Florida law shall apply and the Parties waive any right to jury trial.

### **8.3 Safety**

All contractors and subcontractors performing service for the Village are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations.

### **8.4 Modification of Terms**

The Contract contains all the terms and conditions agreed upon by the Parties, which terms and conditions shall govern all transactions between the Client and WOB. The Contract may only be modified or amended upon mutual written agreement of the Parties. No oral agreements or representations shall be valid or binding upon the Parties.

### **8.5 Execution in Counterparts**

The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

### **8.6 Severability**

If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

### **8.7 Insurance Requirements**

During the Contract term, WOB at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. The coverage shall not be less than \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability. Upon request, WOB shall provide certificate of insurance. The limits of coverage under each policy maintained by WOB shall not be interpreted as limiting the WOB's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

**8.8 Warranty of Authority**

Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective Party to the Contract.


**8.9 Records.**

WOB shall maintain and require any subcontractors to maintain complete and correct books, documents, papers and accounts pertaining to this Contract and any Task Order. Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by the Village Manager with reasonable notice and shall be kept for a period of 3 years after the completion of this Contract.


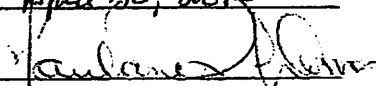
**9.0 Complete Agreement**

This Contract, when executed, together with the attached Request for Proposal (RFP) as provided for by this Contract, shall constitute the entire Contract between both Parties and this Contract may not be amended, modified or terminated except by writing signed by both Parties. The Village Manager is authorized to act on behalf of the Village hereunder.

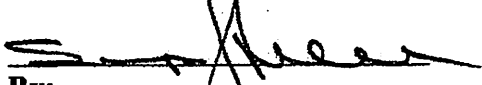
**WITT O'BRIEN'S, LLC**

  
By: PETE FELTS  
As Its: CFO  
Date: 5/7/13

**INDIAN CREEK VILLAGE**

  
By: Samuel Kissinger  
As Its: Village Manager  
Date: April 30, 2013  
Attest:   
Village Clerk

**Approved by City Attorney**

  
By: [Signature]  
Date: [Blank]

## **ATTACHMENT A**

### **SCOPE OF SERVICES**

#### **1. Response**

- 1.1 Within twenty-four (24) hours of notification, WOB shall provide an adequate number of trained professionals and qualified personnel to monitor debris-loading sites and debris management sites along with associated roving debris monitors. WOB may be required to increase its staff as required depending on the severity of the debris generating event. At the discretion of the Village Manager or his designated representative, WOB may be required to replace any debris monitor.
- 1.2 WOB will provide debris monitors with the means to communicate (cell phones, satellite phones, radio, etc.) with their supervisor or project manager as may be necessary. WOB is responsible for resolving issues with emergency debris collection, removal, and disposal along with resolving issues involving its own personnel.
- 1.3 Temporary field offices may be required for debris monitoring coordination activities. Portable field offices shall be provided by WOB for these purposes. These offices shall include lighting, power, and HVAC.

#### **2. Loading Site Monitoring Services.** The primary function of the Loading Site Monitors is to issue debris load tickets for eligible debris cleared and removed from the public-right-of-way within the Village limits. The Village shall define all areas that are the responsibility of the Village for debris removal. These areas include State roads, County roads, Federal roads, and private property, when and if applicable.

- 2.1 WOB shall, within twenty-four (24) hours, be prepared to provide trained, qualified, and professional on site personnel to monitor debris removal operations. Each loading operation will operate, at a minimum, approximately 12-14 hours per day, 7 days per week. Exact number and location of loading operations will be determined by the Village's Manager or his designated representative in coordination with the debris removal personnel.

**Monitoring Sites:** WOB shall provide one loading monitor for each loading operation. A loading operation consists of equipment used to pick up eligible debris from the public right-of-way and load into a transfer vehicle. Each transfer vehicle driver will be given a load ticket that validates where the material originated and that it is eligible for pickup. Load tickets will be issued in accordance with established procedures and as a minimum must contain either a street address or the nearest intersection to be valid. The volume of debris hauled will be estimated at the debris management site by the Debris Management Site Monitor.

- 2.2 WOB shall provide all management, supervision, labor, transportation, mobile

communications equipment, all safety equipment, digital cameras, video cameras and other equipment necessary to initiate debris load tickets to document the removal of eligible debris from Indian Creek Island Road right-of-way, 91<sup>st</sup> extension and Lot V and W.

- 2.3 WOB shall be prepared to provide a minimum of one Loading Site Monitor per site, per day at a minimum of a 12-14 hour shift. WOB shall provide personnel with transportation to and from the loading site(s), mobile communications equipment necessary to remain in contact with dispatch and supervisor(s) at all times, and all logistic support.
- 2.4 All Loading Site Monitors shall speak English, be a minimum of 18 years of age, and have a valid driver's license issued in the United States.
- 2.5 Supervisors and all identified Loading Site Monitors must be trained and perform monitoring services based on FEMA's Debris Eligibility Guidelines.
- 2.6 Monitors must be capable of working in an outside environment and be able to climb a staircase ladder of 10 feet high.

### 3. Debris Management Site Monitoring Services

- 3.1 The primary function of the Debris Management Site Monitors (tower monitoring) is to complete the load ticket and estimate the volumes that have been transported to the debris management site for processing, temporary storage, and disposal.
- 3.2 WOB must provide Debris Management Site Monitors with transportation to and from the debris management sites and mobile communications equipment necessary to remain in contact with dispatch and supervisor(s) at all times, logistic support, and all safety equipment, digital cameras, video cameras, and other equipment necessary to safely perform the site monitoring function.
- 3.3 Monitors must speak English, be capable of working in an outside environment, and be able to climb a staircase ladder of 10 feet high.
- 3.4 Monitors must be a minimum of 18 years of age, and have a valid driver's license issued in the United States.
- 3.5 Supervisors and all identified Debris Management Site Monitors must be trained and perform monitoring services based on FEMA's Debris Eligibility Guidelines.

#### 4. Roving Debris Monitor Services

- 4.1 The function of the Roving Debris Monitors is to verify that only eligible debris is being removed from designated public rights-of-way and public property within assigned debris pickup zones with the Village.
- 4.2 WOB shall provide at least two monitors for each debris pick-up zone to monitor and verify eligible debris removal from designated public access roads within the debris pickup zone. The Roving Debris Monitor(s) must be prepared to operate minimum 12 to 14 hours per day, 7 days per week.
- 4.3 WOB must provide Roving Debris Monitors with transportation, mobile communications equipment, all safety equipment, digital cameras, video cameras, and other equipment necessary to perform the roving debris monitoring functions.
- 4.4 All Roving Site Monitors must speak English, be a minimum of 18 years of age, and have a valid driver's license issued in the United States.
- 4.5 Supervisors and all identified Roving Debris Monitors must be trained and perform monitoring services based on FEMA's Debris Eligibility Guidelines.
- 4.6 WOB shall provide all management, supervision, labor, transportation, and equipment necessary to monitor the operations of the debris removal and disposal personnel.
- 4.7 Roving Debris Monitors must be capable of working in an outside environment, and be able to climb a staircase ladder of 10 feet high.

#### 5. Debris Management Consulting Services

- 5.1 WOB will provide, if requested by the Village, the services of an experienced professional (Consultant) to assist the Village in the operations and coordination of activities for the debris monitoring program. The qualified individual must have direct debris management experience including the management of debris removal operations, the oversight of temporary debris storage and reduction site, and debris recycling and disposal. Emphasis on management and coordination of post debris causing event recovery and FEMA reimbursement guidelines are required.
- 5.2 The Consultant shall report to the Village Manager or his designated representative. The Consultant shall perform work as assigned which may include but not be limited to review of plans and procedures, drafting task or work orders, work plan and reports, audit of Debris Removal personnel efforts and operations, develop information for public dissemination on debris removal, reduction and disposal, and other duties assigned.

- 5.3 The Village will issue a task or work order or a notice to proceed to mobilize the Consultant for these services. The Consultant shall be available at the Village's office. The Village Manager or his designated representative will establish the service requirements and length of time those services are needed based on needs of the Village.
- 5.4 The Consultant shall insure that appropriate monitoring labor supervision is provided as required. The supervisor shall insure that appropriate labor levels are maintained as determined by the Village.

6. Operational Requirements

- 6.1 General Operating Procedures. The Consultant has hired personnel to remove and transport emergency disaster debris from the public access roadways, rights-of-way and public property within the Village designated debris monitoring sites. Each load of eligible debris shall be tracked using a multi-page load ticket. WOB shall provide to Emergency Debris Removal and Disposal personnel the pre-printed load tickets to be used. WOB shall establish the procedures for completing the load tickets in accordance with the FEMA guidelines. These procedures may be required to be revised by WOB at no additional cost to the Village.
- 6.2 Load Ticket (Part 1): The Debris Loading Site Monitor will be responsible for completing the initial information required on load ticket. This information will include the truck number, location of load, date, time, monitoring name, collection crew name, collection zone, and other information that may be required. The Loading Site Monitor will retain one copy of the load ticket and give the remaining copies to the truck driver.
- 6.3 Load Ticket (Part 2): The Debris Management Site Monitor (Tower Monitor) is responsible for completing the remaining sections of the load ticket. The Debris Management Site Monitor will verify that all required information is completed by the Loading Site Monitor. After verifying that the Load Site Monitor section of the load ticket is complete, the monitor in the inspection tower will make an estimate of the volume of debris contained in the truck or trailer in cubic yards, or tons or volume percent. Each truck or trailer will have the measured size in cubic yards or tons recorded on the side of the truck or trailer. That number should be validated with the volume previously recorded by the Load Site Monitor.

The Debris Management Site Monitor will indicate the name of the debris management site, arrival time of the truck, and estimate the volume of material contained within the bed of the truck or trailer. The estimated volume will be recorded on the load ticket in the Estimated Debris Volume block and Debris Management Site Monitor will print his/her name and sign in the designated block. The Debris Management Site Monitor will retain the designated copy(ies) of the load ticket and give the remaining copies to the truck driver. The Debris

Management Site Monitor's copy will be turned into their supervisor at the end of each day.

- 6.4 Operational Requirements of Roving Debris Monitor(s). The Roving Debris Monitor(s) will provide oversight of all field debris removal and disposal operations. The Roving Debris Monitor(s) will be the "eyes and ears" in the field for the Debris Manager. Therefore, their observations and reports must be backed up with digital photographs, field notes, and video as necessary. The Roving Debris Monitor(s) is expected to make multiple visits to all loading sites and debris management sites on a random daily basis. The Roving Debris Monitor(s) shall inspect the load tickets being prepared by the loading site monitor and verify that the debris collection personnel is receiving the appropriate guidance and direction based on FEMA guidelines.

7. Reporting.

- 7.1 The Loading Site Monitor will turn in their copy of the load ticket to their supervisor at the end of each shift. The WOB supervisor will ensure that the load tickets have been completed correctly and legibly. All collected tickets will be maintained at the Village Clerk or at a location determined by the Village. Tickets collected from the previous day shall be delivered to the Village Clerk Department no later than 9:00 AM on the following day. Also by 9:00 AM on the following day, ORM shall submit reports containing the debris collection progress in a format designated by the Village.
- 7.2 The Roving Monitor or Monitor supervisor shall maintain a daily log for each loading site monitor that will include, but not be limited to, the following:
- a. Debris loading site location
  - b. Loading Site Monitor's Name
  - c. Supervisor's Name
  - d. Number of Load Tickets issued during the shift
  - e. Starting load ticket number and ending load ticket number
  - f. Any problems encountered or anticipated
  - g. Other labor management information as required
  - h. All field notes must be recorded on the load tickets
  - i. All encounters with FEMA representatives must be documented and reported to the Village within 24 hours



- 7.3 The Debris Management Site Monitor will turn in their copy of the load ticket to their supervisor at the end of each shift. The WOB supervisor will ensure that the load tickets are submitted to the Village Clerk not later than 9:00 AM the following day.
- 7.4 The Debris Management Site Monitors will ensure the security of all collected tickets from the incoming debris collection vehicles.
- 7.5 The Roving Debris Monitor(s) will be responsible for reporting any problems identified with the performance of the loading site monitors, collection crews or other problems to the project manager.
- 7.6 The Roving Debris Monitor(s) will report any serious or safety related discrepancies observed to their supervisor. The supervisor will keep the Debris Manager informed of situations that impact the execution of the debris removal contract.

8. Safety Requirements, Procedures, Laws, Rules, and Regulations

- 8.1 WOB shall provide all of its employees with appropriate personal protective and safety equipment to include, but not be limited to, eye protection, hearing protection, safety shoes, safety reflective vests, long pants, hard hats, and wet and cold weather clothing, etc. to comply with all federal, state, and local laws, administrative orders, rules, and regulations.
- 8.2 WOB shall ensure that its personnel adhere to all debris management site(s) safety requirements and complete safety checks.

9. Other Considerations

- 9.1 WOB shall supervise and direct the work, using qualified labor and proper equipment for all tasks. Safety of WOB personnel and equipment is the responsibility of WOB. Additionally, WOB shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
- 9.2 WOB must be duly licensed in accordance with federal, state, and local statutory and regulatory requirements to perform the work. WOB shall obtain all licenses and permits necessary to complete the work. WOB shall be responsible for determining what licenses and permits are necessary to perform under the contract. Copies of all permits shall be submitted to the Village Manager or his designated representative.
- 9.3 WOB will maintain a telephonic contact list at each loading site and debris management site of the WOB supervisor, Debris Manager, Village staff and nearest fire, police, and emergency medical facilities.

- 9.4 Ensure all trucks are empty before loading debris on to the trucks.
- 9.5 Implement and maintain a disaster debris operations management system linking load ticket and Temporary Debris Management Site (TDMS) information to support reconciliation and documentation.
- 9.6 Conduct post-storm debris quantifications and response operations planning.
- 9.7 Troubleshoot collection delays and other operational issues in work areas.
- 9.8 Review and validate Emergency Debris Removal and Disposal invoices prior to submission to the Village for processing.
- 9.9 WOB will be supported by the full array of resources to enhance efficiency and expedite deliverables, including but not limited to, coordinating and providing daily and weekly briefings/updates to the Village, work progress, staffing, scheduling work for all team members on a daily basis, scheduling and managing field staff, monitoring recovery Emergency Debris Removal and Disposal progress and making/implementing recommendations to improve efficiency to expedite the recovery work, conduct safety inspections of Emergency Debris Removal and Disposal, ensuring compliance.
- 9.10 Conduct final inspections, monitor TDSM restoration, deliver closeout and final reports necessary for reimbursement by FEMA or any other applicable agency for disaster recovery effort.
- 9.11 As may be needed, assist Village staff with seeking and obtaining applicable recovery efforts.
- 9.12 Oversee Emergency Debris Removal and Disposal in performing other related duties such as, but not limited to, tree trimming, stump removal, construction debris removal, vegetative wastes, commingled wastes, etc.
- 9.13 Determine the impact and magnitude of the disaster event before federal assistance is requested, identifying damaged locations and facilities, pre- and post-disaster estimates of debris quantities, documenting eligible costs and describing the physical and financial impact of the disaster.
- 9.14 Digitization of all source documentation (such as load tickets and supplies to the Village with each invoice). Consult with departmental staff on computer applications such as GIS mapping of the progress of debris removal and disaster recovery efforts.
- 9.15 Assist the Village in assessing and documenting the debris accumulation and damage in the Village drainage system and canals with GIS map depicting canals requiring focused maintenance, with GIS files and maps.

- 9.16 Assist in the coordination and communication with appropriate local, state, and federal government agencies.
- 9.17 Perform other related assignments as determined by the Village and directed by the Village Manager or his designated representative.



## Town of Surfside Commission Communication

**Agenda Date:** November 12, 2013

**Subject:** Approval and award of contract to DRC Emergency Services for Emergency debris removal via a piggy back bid from the City of North Miami.

**Background:** The Town has developed a Federal Emergency Management Agency (FEMA) approved Debris Management Plan. The key component of the plan requires that the Town have in place a firm to do the Emergency Debris Removal when needed. This firm would be on standby and have the responsibility to clean up the Town's Rights of Way (Streets, Alleys) from falling trees, branches and any debris that has falling into the ROW after a storm event. This method of debris removal and disposal has become a standard in the industry and a requirement to collect the full reimbursement allotted from FEMA both State and Federal. The City of North Miami has entered into an agreement with DRC Emergency Services in May 2013 and the agreement is effect until 2017. The City of North Miami has given approval for the Town of Surfside to utilize their agreement with DRC for our Town services. The pricing structure is very competitive and comparable with current cost. Most offered services are equal or lower than our current contract.

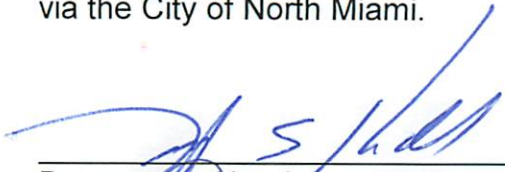
Our current Emergency Debris Removal contract with Ashbritt has been ongoing since 2005 with two renewals to 2014. DRC has several contracts with cities in SE-Florida; North Miami, Ft. Lauderdale, Dania Beach, Miami-Dade County and Miami Beach. Having such a high exposure in this area brings a comfort level, knowing that during storm events equipment and man power will be available and ready to provide services to the Town in a timely manner.

**Analysis:** The Town currently has Ashbritt on contract for debris removal, but that contract expires January 2014. In order to be in compliance with the FEMA and the requirements associated with the Emergency Debris Removal Plan, it is imperative that a contract be in place.


**Budget Impact:** There would not be a budget impact at this time. In the event of a storm and DRC Emergency Services was activated the charges would be based on the piggy back agreement that is established and approved from the City of North Miami.

**Staff Impact:** Public Works will oversee this project as the project manager.

**Recommendation:** Staff recommends the Town Commission adopt a resolution accepting the piggy back agreement for Emergency Debris Removal from DRC Emergency Services via the City of North Miami.

  
\_\_\_\_\_  
Department Head

  
\_\_\_\_\_  
Police Chief

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

**RESOLUTION No. \_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE TOWN TO ENTER INTO AN AGREEMENT WITH DRC EMERGENCY SERVICES LLC. FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES PIGGYBACKING OFF THE COMPETITIVELY BID CONTRACT AWARDED BY THE CITY OF NORTH MIAMI, FLORIDA; APPROVING THE TOWN MANAGER AND TOWN ATTORNEY TO DO ALL THINGS NECESSARY TO EXECUTE THE REQUIRED AGREEMENT; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the Town of Surfside desires to select a provider for disaster debris removal and disposal within the Town; and

**WHEREAS,** Federal Emergency Management Agency (FEMA) requires that the Town, as part of a Debris Management Plan, have an agreement in place to remove and dispose of the debris resulting from a declared emergency event, and

**WHEREAS,** the Town Commission of the Town of Surfside, Florida wishes to enter into an agreement with DRC Emergency Services, LLC (“DRC”), by piggybacking off a competitively bid agreement awarded by the City of North Miami, Florida to remove and dispose of emergency generated debris; and

**WHEREAS,** DRC was selected by the City of North Miami in Resolution No. R-2011-75 pursuant to Bid No. 23-10-11; and

**WHEREAS,** the Town Commission believes it is in the best interest of the Town to enter into the Agreement (attached hereto as Exhibit “A”) with DRC removal and disposal of emergency generated debris.

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

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

**Section 2. Approval and Authorization.** The Town Commission hereby approves the Agreement with DRC to remove and dispose of emergency generated debris pursuant to the competitively bid agreement with the City of North Miami and hereby authorizes the Town Manager and Town Attorney to execute all necessary documents.

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

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Motion by \_\_\_\_\_, second by \_\_\_\_\_.

**FINAL VOTE ON ADOPTION**

Commissioner Joseph Graubart	_____
Commissioner Michelle Kligman	_____
Commissioner Marta Olchyk	_____
Vice Mayor Michael Karukin	_____
Mayor Daniel Dietch	_____

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

**ATTEST:**

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

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



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

Resolution No. \_\_\_\_\_





740 Museum Drive • Mobile, Alabama 36608  
1-888-721-4372 • 1-251-343-3581 • FAX 1-251-343-5554

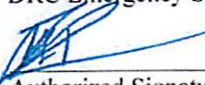
The Town of Surfside, herein represented by its duly authorized officer, has a desire to enter into a Cooperative Purchase Agreement for Debris Management Services, under the same terms and conditions as the agreement between DRC Emergency Services, LLC and the, dated June 1, 2011 (attached hereto as Exhibit A) which contract resulted from a competitive RFP. The Town of Surfside has reviewed the contract and agrees to the terms and conditions and further agrees to the fairness and reasonableness of the pricing. DRC Emergency Services, LLC hereby agrees to provide such services to the Town of Surfside under the same price(s), terms, and conditions as the referenced contract between DRC Emergency Services, LLC and the City of North Miami.

All references in the contract between DRC Emergency Services, LLC and the City of North Miami, shall be assumed to pertain to, and are binding upon DRC Emergency Services, LLC and the Town of Surfside. Except as provided below, this agreement is entered into at no cost to the Town of Surfside. The only costs associated with this contract are the agreed upon terms which only become active upon the Town of Surfside issuing a notice to proceed to DRC Emergency Services, LLC. Agreed, accepted and consented to this, the last date shown hereunder.

DRC Emergency Services, LLC

Town of Surfside

City of North Miami

  
Authorized Signature
\_\_\_\_\_  
Authorized Signature\_\_\_\_\_  
Authorized SignatureName: Cary A. Des Roches

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Secretary/Treasurer

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: July 23, 2013

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**CITY OF NORTH MIAMI  
FIRST AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
(IFB #23-10-11 Disaster Debris Removal and Disposal Services)**

**THIS FIRST AMENEMDNET TO PROFESSIONAL SERVICES AGREEMENT** ("First Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, between the City of North Miami, a Florida municipal corporation, with a principal address of 776 NE 125<sup>th</sup> Street, North Miami, Florida ("City"), and DRC Emergency Services, LLC, a foreign limited liability company organized and existing under the laws of the State of Florida, having its principal business office at 740 Museum Drive, Mobile, AL 36608 ("Primary Contractor"). The City and Primary Contractor shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

**RECITALS**

**WHEREAS**, on March 1, 2011, the City advertised *Invitation For Bid # 23-10-11 Disaster Debris Removal and Disposal Service (Pre-Qualification)* ("IFB"), seeking a pool of qualified contractors to provide the City with the necessary labor, supervision, materials, equipment, tools, vehicles, expertise and services necessary to remove, haul and dispose of debris resulting from a declared emergency event, on an as-needed, when-needed basis ("Services"); and

**WHEREAS**, bids were timely received, reviewed and evaluated by City administration, which ranked DRC Emergency Services, LLC, as the most responsive, responsible bidder whose bid, qualifications and references demonstrated to be the most advantageous to the City; and

**WHEREAS**, on June 14, 2011, the Mayor and City Council of the City of North Miami, Florida, passed and adopted Resolution No. R-2011-75, approving the selection of DRC Emergency Services, LLC, as the Primary Contractor and authorized the City Manger to execute an agreement for the provision of Services ("Resolution"); and

**WHEREAS**, pursuant to the Resolution, the City executed an agreement for the provision of Services ("Agreement") with DRC Emergency Services, LLC, as the Primary Contractor, effective June 1, 2011; and

**WHEREAS**, the City has identified the need to amend the Agreement, to include FEMA terms and conditions required for the City to secure federal funding for costs incurred as a result of emergency or disaster events; and

**WHEREAS**, the City Manager finds that entering into this First Amendment, is in the best interest of the City.

**NOW THEREFORE**, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

1. The Parties agree that this First Amendment is incorporated into and made part of the Agreement executed by the Parties effective June 1, 2011, attached hereto as "Exhibit A".
2. The Parties hereby amend the Agreement to include FEMA terms and conditions, attached hereto as "Exhibit B", applicable for Services utilized in response to emergency or disaster events, allowing the City to seek federal assistance to pay the costs associated with such emergency events.
3. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the Parties.
4. This First Amendment shall be binding upon the Parties hereto, their successors in interest, heirs, executors, assigns and personal representatives.
5. All other terms of the Agreement which have not been modified by this First Amendment, shall remain in full force and effect.
6. This First Amendment may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

***[The remainder of this page is intentionally left blank.]***

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

DRC Emergency Services, LLC, a Foreign Limited Liability Company:

Corporate Secretary or Witness:

"Primary Contractor":

By: Erika M Hunt

By: Gerald Lee Busby

Print Name: Erika M Hunt

Print Name: Gerald Lee Busby

Date: 7/1/2013

Date: 7/1/2013

ATTEST:

City of North Miami, a Florida municipal Corporation:  
"City"

By: \_\_\_\_\_  
Michael A. Etienne  
City Clerk

By: \_\_\_\_\_  
Stephen E. Johnson  
City Manager

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Regine M. Monestime  
City Attorney

**CITY OF NORTH MIAMI  
PROFESSIONAL SERVICES AGREEMENT  
(IFB #23-10-11 Disaster Debris Removal and Disposal Services)**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this 1 day of June, 2011, between the City of North Miami, a Florida municipal corporation with a principal address of 776 NE 125<sup>th</sup> Street, North Miami, Florida ("City"), and DRC Emergency Services, LLC, a foreign limited liability company organized and existing under the laws of the State of Florida, having its principal business office at 740 Museum Drive, Mobile, AL 36608 ("Primary Contractor"). The City and Primary Contractor shall collectively be referred to as the "Parties".

**RECITALS**

WHEREAS, on March 1, 2011, the City advertised *Invitation For Bid # 23-10-11 Disaster Debris Removal and Disposal Service (Pre-Qualification)* ("IFB"), seeking a pool of qualified contractors to provide the City with the necessary labor, supervision, materials, equipment, tools, vehicles, expertise and services necessary to remove, haul and dispose of debris resulting from a declared emergency event, on an as-needed, when-needed basis ("Services"); and

WHEREAS, the Primary Contractor was evaluated by the City as one of the most responsive, responsible bidder whose bid, qualifications and references demonstrated to be advantageous to the City; and

WHEREAS, the Primary Contractor has expressed its capability, expertise and willingness to perform the Services in accordance with the terms, conditions, requirements and specifications contained in the IFB; and

WHEREAS, on June 14, 2011, the Mayor and City Council of the City of North Miami, Florida, passed and adopted Resolution No. R-2011-75, approving the selection of DRC Emergency Services, LLC, as the Primary Contractor and authorized the City Manager to execute an agreement for the provision of stated Services.

NOW THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

**ARTICLE 1 - RECITALS**

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

**ARTICLE 2 - CONTRACT DOCUMENTS**

2.1 The following documents, collectively referred to as the "Contract Documents", are incorporated into and made part of this Agreement:

2.1.1 City of North Miami *Invitation For Bid # 23-10-11 Disaster Debris Removal and Disposal Service (Pre-Qualification)*, attached hereto by reference;

2.1.2 Primary Contractor's response to the IFB ("Bid Submittal"), attached hereto by reference;

2.1.3 Primary Contractor's Price Schedule, attached hereto as Exhibit A;

2.1.4 City Prequalification form, attached hereto by reference;

2.1.5 City Tabulation of Price Quotes, attached hereto by reference;

2.1.6 Any additional documents which are required to be submitted by Primary Contractor pursuant to this Agreement and IFB.

2.2 In the event of any conflict between the Contract Documents or any ambiguity or missing specification or instruction, the following priority is hereby established:

2.2.1 Specific written direction from the City Manager or City Manager's designee.

2.2.2 This Agreement.

2.2.3 The IFB.

2.3 The Parties agree that Primary Contractor is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error found in the IFB prior to Primary Contractor submitting its Bid Submittal or the right to clarify same shall be waived.

### **ARTICLE 3 – TERM OF AGREEMENT**

3.1 The initial term of this Agreement shall be a period of three (3) years commencing on June 1, 2011, unless terminated earlier by either Party.

3.2 The Agreement may be extended for an additional three (3) years, on a year-by-year basis, providing the Parties agree in writing to exercise this option.

3.3 The City reserves the right to request and consider yearly price quotations from Primary Contractor prior to renewal.

3.4 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Primary Contractor's ability to timely perform Services or any portion thereof, the City may request that the Primary Contractor, within a reasonable period of time, provide adequate assurances to the City in writing, of Primary Contractor's ability to perform in accordance with terms of this Agreement. In the event that the Primary Contractor fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

#### **ARTICLE 4 - COMPENSATION**

4.1 Payment to Primary Contractor for Services to the City will be made in accordance with the terms of the IFB and Primary Contractor's Price Schedule.

4.2 Primary Contractor shall be paid within thirty (30) days of receipt of invoice the total shown due, provided the City has accepted Primary Contractor's performance.

4.3 Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to Primary Contractor.

#### **ARTICLE 5 - SCOPE OF SERVICES**

5.1 Primary Contractor shall provide the Services set forth in the Contract Documents and in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession. The City reserves the right to issue directives as necessary to facilitate the flow of work or to minimize any conflict or hazard with public operations.

5.2 Primary Contractor shall provide Services under the direction of and to the satisfaction of the City. The City shall make decisions on all claims regarding the interpretation of the Contract Documents and on all other matters relating to the execution and progress of the Services rendered by Primary Contractor.

5.3 Primary Contractor represents and warrants to the City that: (i) Primary Contractor possesses all qualifications, licenses and expertise required for the provision of Services, with personnel fully licensed by the State of Florida; (ii) Primary Contractor is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner and at such times and locations as described by the City for the budgeted amount; and (v) the person executing this Agreement on behalf of Primary Contractor is duly authorized to execute same and fully bind Primary Contractor as a party to this Agreement.

5.4 Primary Contractor agrees and understands that: (i) any and all subcontractors used by Primary Contractor shall be paid by Primary Contractor and not paid directly by the City; and (ii) any and all liabilities regarding payment to or use of subcontractors for any of the work related to this Agreement shall be borne solely by Primary Contractor.

5.5 Primary Contractor shall ensure that the public roadways and any improvements or appurtenants in the vicinity of a worksite remain open to the public whenever and wherever possible, and that sufficient signage is provided to direct the public or other invitees during performance of the Services. The Primary Contractor shall comply with all applicable minimum safety standards required by local, county, state and federal regulations.

5.6 Primary Contractor represents, with full knowledge that the City is relying upon these representations when entering into this Agreement with the Primary Contractor, that the Primary

Contractor has the professional expertise, ability, capacity, skill, licenses, financial resources, and experience to perform the Services as described in the Contract Documents.

#### **ARTICLE 6 - CHANGES IN SERVICES**

6.1 One or more changes to Services within the general scope of this Agreement may be ordered by a Change Order. The Primary Contractor shall proceed with any such changes, and they shall be accomplished in strict accordance with the Contract Documents and with the terms and conditions described in this Article.

6.2 A Change Order shall mean a written order to the Primary Contractor executed by the Parties following execution of this Agreement, directing a change in Services, and may include a change in the agreed compensation and/or the time for Primary Contractor's performance.

6.3 The execution of a Change Order by the Primary Contractor shall constitute conclusive evidence of the Primary Contractor's agreement with the ordered changes in Services and the Primary Contractor, by executing the Change Order, waives and forever releases any claim against the City for additional time or compensation for matters relating to or arising out of or resulting from, the work included within or affected by the executed Change Order.

#### **ARTICLE 7 - ENVIRONMENTAL AND SAFETY REQUIREMENTS**

7.1 Primary Contractor shall comply and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations pertaining to the Services provided under this Agreement. Primary Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry standards, and to ensure that such protective devices are properly used by its employees, agents and subcontractors in the provision of Services.

7.2 Primary Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Services to prevent damage, injury or loss to any affected person or property.

7.3 Primary Contractor shall be solely responsible for pedestrian and vehicular safety within the vicinity of a worksite. Primary Contractor shall provide the necessary warning devices, cones, markers, flags, barricades and other control devices, in addition to ground personnel needed for directing traffic and maintaining safety, protection and warning to all persons and vehicular traffic within the worksite area.

#### **ARTICLE 8 - INDEPENDENT CONTRACTOR**

8.1 Primary Contractor has been procured and is being engaged by the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Primary Contractor shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City, nor any rights generally afforded classified or unclassified employees of the City. Primary Contractor further understands that Florida workers' compensation benefits available to employees of the City, are not available to Primary Contractor. Therefore, Primary Contractor agrees to provide workers' compensation insurance

for any employee or agent of Primary Contractor rendering services to the City under this Agreement.

#### **ARTICLE 9 - CONFLICTS OF INTEREST**

9.1 Primary Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

9.2 Primary Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly, with contractors or vendors providing professional services on work assigned to the Primary Contractor, except as fully disclosed and approved by the City. Primary Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

#### **ARTICLE 10 - DEFAULT**

10.1 If Primary Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Primary Contractor shall be in default. The City shall have the right to terminate this Agreement, in the event Primary Contractor fails to cure a default within five (5) business days after receiving notice of default. Primary Contractor understands and agrees that termination of this Agreement under this section shall not release Primary Contractor from any obligations accruing prior to the effective date of termination.

#### **ARTICLE 11 - TERMINATION RIGHTS**

11.1 The Parties shall have the right to terminate this Agreement at any time, with or without cause, upon ten (10) days written notice to the other Party. In such event, the City shall pay Primary Contractor compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Primary Contractor for any additional compensation, or for any consequential or incidental damages.

#### **ARTICLE 12 - NOTICES**

12.1 All notices, demands, correspondence and communications between the City and Primary Contractor shall be deemed sufficiently given under the terms of this Agreement when delivered by personal service, faxed, or dispatched by mail or certified mail, addressed as follows:

To Primary Contractor: DRC Emergency Services, LLC  
Attn: Mark Stafford  
740 Museum Drive  
Mobile, AL 36608  
Phone: (561) 820-4877  
Fax: ~~(251) 343-5554~~

To City: City of North Miami  
Attn: City Manager



776 N.E. 125<sup>th</sup> Street  
North Miami, Florida 33161

With a copy to: City Attorney  
City of North Miami  
776 N.E. 125<sup>th</sup> Street  
North Miami, Florida 33161

12.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

12.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice.

#### **ARTICLE 13 - PUBLIC RECORDS**

13.1 Primary Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.

#### **ARTICLE 14 - INDEMNIFICATION**

14.1 Primary Contractor shall defend, indemnify and hold harmless the City, its officers and employees from and against any and all claims, costs, losses and damages including, but not limited to reasonable attorney's fees, caused by the negligent acts or omissions of the Primary Contractor, its officers, directors, agents, partners, subcontractors, employees and managers in the performance of the Services under this Agreement.

14.2 Primary Contractor shall be fully responsible to City for all acts and omissions of the Primary Contractor, its employees, subcontractors, suppliers, or other persons directly or indirectly employed by its subcontractors or suppliers, and any other persons or organizations performing or furnishing services under this Agreement. Nothing in the Contract Documents shall create any contractual relationship between City and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to cause the payment of any money due any subcontractor, supplier, employee or agent except as may otherwise be required by law.

14.3 Primary Contractor has visited the worksite and is familiar with the local conditions under which the Services are to be performed, and relieves the City from any liability in regard to any matter not immediately brought to the attention of the City.

14.4 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

#### **ARTICLE 15 - INSURANCE**

15.1 Prior to the execution of this Agreement, the Primary Contractor shall submit certificate(s) of insurance evidencing the required coverage specified in the IFB and provide that the City is an additional named insured, with respect to the required coverage and the operations of the Primary Contractor under this Agreement. Primary Contractor shall not commence work under this Agreement until after Primary Contractor has obtained all of the minimum insurance described in the IFB and the policies of such insurance detailing the provisions of coverage have been received and approved by the City. Primary Contractor shall not permit any subcontractor to begin work until after similar minimum insurance to cover subcontractor has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, Primary Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect. Primary Contractor shall not continue to perform the Services required by this Agreement unless all required insurance remains in full force and effect.

15.2 All insurance policies required of the Primary Contractor shall be written by a company with a Best's rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed managers upon whom service of process may be made in Miami-Dade County, Florida.

#### **ARTICLE 16 - FORCE MAJEURE**

16.1 A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either Party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such Party is actually delayed by such Force Majeure Event. The Party seeking delay in performance shall give notice to the other Party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any Party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other Party to overcome any delay that has resulted.

#### **ARTICLE 17 - MISCELLANEOUS PROVISIONS**

17.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

17.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

17.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

17.4 This Agreement and Contract Documents constitute the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.

17.5 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

17.6 The City reserves the right to audit the records of the Primary Contractor covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.

17.7 The Primary Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

17.8 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

17.9 The City of North Miami is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

17.10 The professional Services to be provided by Primary Contractor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

17.11 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

17.12 The Primary Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

17.13 All other terms, conditions and requirements contained in the IFB, which have not been modified by this Agreement, shall remain in full force and effect.

17.14 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

DRC Emergency Services, LLC, a Foreign Limited Liability Company:

Corporate Secretary or Witness:

"Primary Contractor":

By: 

By: 

Print Name: April Callaway

Print Name: Mark Hafford

Date: 7/5/2011

Date: 7/5/2011

ATTEST:

City of North Miami, a Florida municipal corporation: "City"

By: 

Michael A. Etienne  
City Clerk

By: 

Russell Benford  
City Manager

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: 

V. Lynn Whitfield  
City Attorney

**Disaster Debris Removal**  
**Price Schedule: DRC EMERGENCY SERVICES LLC**

**EXHIBIT A**

Category	Description	Unit	Unit Cost
<b>Vegetative Collect &amp; Haul</b>	0-15 Miles Vegetative from Right of Way (ROW) to Debris Management Site (DMS)	CY	\$7.12
	16-30 Miles Vegetative from ROW to DMS	CY	\$7.32
	31-60 Miles Vegetative from ROW to DMS	CY	\$7.42
	61 + Miles Vegetative from ROW to DMS	CY	\$7.62
	Single price Vegetative collect and removal from ROW to DMS for any haul distance	CY	\$7.32
Category	Description	Unit	Unit Cost
<b>Management &amp; Reduction</b>	Grinding / Chipping Vegetative Debris	CY	\$1.88
	Compacting Vegetative Debris	CY	\$0.75
	Preparation, management and segregating at Debris Management Site	CY	\$1.52
Category	Description	Unit	Unit Cost
<b>C &amp; D Collect and Haul</b>	0-15 Miles C&D from Right of Way (ROW) to Debris Management Site (DMS)	CY	\$7.22
	16-30 Miles C&D from ROW to DMS	CY	\$7.42
	31-60 Miles C&D from ROW to DMS	CY	\$7.62
	61 + Miles C&D from ROW to DMS	CY	\$7.82
	Single price C&D collect and removal from ROW to DMS for any haul distance	CY	\$7.48
Category	Description	Unit	Unit Cost
<b>Final Disposal</b>	0-15 Miles Processed Debris from Debris Management Site (DMS) to Final Disposal	CY	\$3.24

# Disaster Debris Removal

## Price Schedule: DRC EMERGENCY SERVICES LLC

<b>Final Disposal</b>	16-30 Miles Processed Debris from DMS to Final Disposal		CY	\$3.44
	31-60 Miles Processed Debris from DMS to Final Disposal		CY	\$3.82
	61 + Miles Processed Debris from DMS to Final Disposal		CY	\$4.12
	Single Price from DMS to Final Disposal		CY	\$3.68
	Tipping Fee (Vegetative)		CY	\$2.00
	Tipping Fee (Mix)		CY	\$5.00
	Tipping Fee (C&D)		CY	\$10.00
<b>Category</b>	<b>Description</b>		<b>Unit</b>	<b>Unit Cost</b>
<b>Tree Operations</b>	Hazardous Tree Removal for 6 – 12 inch trunk diameter		Tree	\$10.00
	Hazardous Tree Removal for 13-24 inch trunk diameter		Tree	\$50.00
	Hazardous Tree Removal for 25-36 inch trunk diameter		Tree	\$165.00
	Hazardous Tree Removal for 37-48 inch trunk diameter		Tree	\$320.00
	Hazardous Tree Removal for 49 + inch trunk diameter		Tree	\$390.00
	Hazardous Hanging Limb Removal >2"		Tree	\$56.00
	Hazardous Stump Removal for 24-36 inch stump diameter		Stump	\$220.00
	Hazardous Stump Removal for 37-48 inch stump diameter		Stump	\$320.00
	Hazardous Stump Removal for 49 + inch stump diameter		Stump	\$420.00
	Fill dirt for stump holes after removal		CY	\$7.50
<b>Category</b>	<b>Description</b>		<b>Unit</b>	<b>Unit Cost</b>
<b>Specialty Removal</b>	Waterway Debris Removal		CY	\$54.00
	Sand Collection & Screening		CY	\$14.50
	Vehicle Removal		Unit	\$425.00
	Vessel Removal (land)		LF	\$250.00
	Vessel Removal (marine)		LF	\$650.00

## Disaster Debris Removal

### Price Schedule: DRC EMERGENCY SERVICES LLC

<b>Specialty Removal</b>	Carcass Removal (Debris that will decompose)	Pound	\$9.95
	ROW White Goods Removal	Unit	\$75.00
	Freon Management / Recycling	Unit	\$75.00
	Demolition of Private Structure	CY	\$39.00
	Electronic Waste containing hazardous materials	Unit	\$25.00
	Putrescent Removal -- (Debris that will decompose or rot)	Pound	\$20.00
	Biowaste -- Removal of waste capable of causing infection to humans	Pound	\$25.00
	Household Hazardous Waste (HHW) removal and disposal	Pound	\$15.00
<b>Category</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Cost</b>
<b>Restoration</b>	Beach / Lake Restoration	CY	\$28.00
	Canal Shoreline Restoration	LF	\$9.95





## Town of Surfside Commission Communication

**Agenda Date:** November 12, 2013

**Subject:** Approval to expend funds from the Storm Water Reserve Account for drainage improvements to Biscaya Island Drive for engineering, permits and construction.

**Background:** Biscaya Island has had a history of slow drainage which is noticed after heavy rainfall. It was more prevalent after the rehabilitation of the gravity sewer collection system, and roadway milling and resurfacing. The gravity sewer collection system rehabilitation included sewer lateral replacement (from the main to the clean-out which included new clean-outs installed at the property line), and sewer main lining. A small portion of gravity sewer main was replaced leading off the island and under the bridge. During the sewer lateral replacements, a few non-permitted roof drain connections to the sewer system were identified, and subsequently disconnected.

The Island is currently served by catch basins (inlets) within the curb/gutter line connecting to separate drainage outfalls. On the southern east-west portion of the Island, the catch basins are interconnected crossing the roadway and have parallel outfalls discharging under the existing bridge into the canal. The north-south portion of the Island as well has catch basins that are interconnected crossing the roadway and have a single outfall exiting on the north end of the island into the canal. A visual inspection shows that this outfall is being impacted by a sand/silt shoal that is forming at the exit of the discharge.

After a long duration rainfall event which occurred in April 2013, and after all improvements had been completed on the Island, the roadway was inundated with rainfall run-off for an extended period. A coordinated inspection of the existing roadway drainage system (visual and remote camera video), indicated that no blockages or obstructions were evident.

The Public Works Department and the Town Manager met with CGA to go over the findings of the inspection, and discussed potential solutions for the flooding problem.

Town staff and CGA met with Miami-Dade County to discuss options to help increase the run-off rate from the roadway system, and to determine required permitting. South Florida



Water Management District ("SFWMD") was also contacted to discuss required permitting for different improvement options / scenarios. The Town was given a verbal approval from Miami-Dade County and SFWMD to move forward with the increased size of pipe at the outfall on the north and south end of the Island.

**Analysis:** During the initial analysis of the Biscaya drainage condition CGA was asked to put together a proposal of options for roadway drainage improvements for Biscaya Island. CGA proposed 3 viable options that have significant price variances which also reflected differing levels of service.

Staff recommends the option to increase existing culvert size and to increase the diameter of the existing drainage culverts/pipes located under the street/curbs/right of way of Biscaya Island that currently outfalls to both the north and south ends of the island. This option is recommended by staff to be the most economical and efficient option. CGA costed this option using an outside contractor and the total cost estimate was \$319,240.60 (see the estimate on the Scope of Work attached hereto as Exhibit "A"). Staff has looked at the estimate from CGA for this option and determined that the Public Works staff can price out the required work and supplies to perform the necessary improvements in-house at a significant savings to the Town. Staff is confident that these improvements will be performed in an economical and professional manner to correct the deficiencies in the current drainage system on Biscaya Island improving the system to have a positive drainage outflow. Attached is the engineer estimate and staff estimate side by side for easy review and comparison. With staff doing the majority of the work excluding milling and paving the Town benefits from a substantial savings of approximately \$88,382. In addition, we will also save when we purchase the pipe, structures and material by not paying sales tax.

**Budget Impact:** This is a storm water improvement project where funding will come from the storm water reserves.

**Staff Impact:** Public Works will oversee this project as the project manager.

**Recommendation:** Staff recommends the Town Commission adopt resolutions for Biscaya Island drainage improvements engineering, permits and construction not to exceed \$230,858.81.

  
\_\_\_\_\_  
Department Head

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



SCOPE OF WORK - BISCAYA DRAIN IMPROVEMENT				OUTSIDE CONTRACTOR PROPOSED COST	TOWN OF SURFSIDE PW DEPT COST ESTIMATE
SUMMARY OF WORK: INCREASE EXISTING CULVERT SIZE: INCREASE THE DIAMETER OF THE EXISTING DRAINAGE CULVERTS/PIPES LOCATED UNDER THE STREET/CURBS/RIGHT OF WAY OF BISCAYA ISLAND THAT CURRENTLY OUTFALLS TO BOTH THE NORTH AND SOUTH ENDS OF THE ISL				DATE 7/12/2013	DATE 10.24.13
PROJECT TITLE					
Biscaya Drainage Improvements					
Order of Magnitude Cost Estimate					
LOCATION					
Surfside, FL					
ESTIMATED BY BM		CHECKED BY N		APPROVED BY JC	
ITEM NO	DESCRIPTION	QTY.	UNIT	UNIT PRICE MAT. & LAB	ESTIMATED AMOUNT
					TOS
1	Type 'F' C&G Removal and Repl	900 / 150	LF	\$30.00	\$27,000.00
2	Drainage Structures Removal & D	2/0	EA	\$1,500.00	\$3,000.00
3	Drainage Structures	3/3	EA	\$4,500.00	\$13,500.00
4	Driveway Rest.	15/7	EA	\$1,000.00	\$15,000.00
5	Sewer Lateral Replacement	15/6	EA	\$800.00	\$12,000.00
6	S.Y. Mill & Resurface (1")	1250	SY	\$10.00	\$12,500.00
7	C.Y. Muck Removal & Replacem	500/0	CY	\$25.00	\$12,500.00
8	Pavement Rest.	900	LF	\$0.00	\$0.00
9	Green Area Restoration	610	SY	\$6.00	\$3,660.00
10	Manatee Gates	3	EA	\$1,200.00	\$3,600.00
11	In-Line Check Valve	1	EA	\$3,000.00	\$3,000.00
12	Mobilization	1/0	LS	\$10,000.00	\$10,000.00
13	18" RCP	450	LF	\$75.00	\$33,750.00
14	24" RCP	450	LF	\$100.00	\$45,000.00
15	Seawall Sleeve	1	EA	\$2,000.00	\$2,000.00
16	Saw Cut Asphalt	950	LF	\$2.00	\$1,900.00
17	Turbidity Boom	1	LS	\$200.00	\$200.00
18	VMS Board	1	LS	\$350.00	\$350.00
19	M.O.T. (Barricades, Arrow Board	1	LS	\$1,000.00	\$1,000.00
20	P.M.S. Restoration	1	LS	\$1,000.00	\$1,000.00
21	tieflex / Flapgate	2	LS	\$4,000.00	\$8,000.00
				<b>SUBTOTAL</b>	<b>\$208,960.00</b>
					<b>\$143,810.00</b>
				<b>TOTAL</b>	<b>\$208,960.00</b>
				<b>8% Mobilization =</b>	<b>\$16,716.80</b>
				<b>10% Contingency =</b>	<b>\$20,896.00</b>
				<b>Cost Total</b>	<b>\$246,572.80</b>
Robert F. McSweeney, P.E.					
State of Florida Professional Engineer					
Florida Registration No. 47506					
Permit Fees				\$15,000.00	\$15,000.00
Engineering Design				\$57,667.80	\$57,667.81
<b>Total Project Costs</b>				<b>\$319,240.60</b>	<b>\$230,858.81</b>

**RESOLUTION NO. 13 – \_\_\_\_\_**

**RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA APPROVING TOWN STAFF TO OVERSEE THE BISCAYA DRAINAGE IMPROVEMENT PROJECT; AUTHORIZING THE APPROPRIATION AND EXPENDITURE OF FUNDS FROM THE 2013/2014 FISCAL YEAR BUDGET NOT TO EXCEED \$174,000 FROM THE STORMWATER FUND-RENEWAL AND REPLACEMENT ACCOUNT NO. 404-5500-538.63.20; PROVIDING FOR APPROVAL AND AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Biscaya Island has had a history of slow drainage which has become more prevalent as the result of recent roadway drainage improvements throughout the Town; and

**WHEREAS**, an inspection of the existing Biscaya Island drainage resulted in no reported blockage or obstructions; and

**WHEREAS**, after consultation with civil engineers, Miami-Dade County and South Florida Water Management District the Town has determined that the proposed solution described in the Scope of Work (attached hereto as Exhibit “A”) is the most economical and efficient means to correct the current drainage deficiency; and

**WHEREAS**, the Town will perform the necessary improvements in-house, in conjunction with an approved engineer for permitting, engineering, and surveying which will result in a significant savings to the Town; and

**WHEREAS**, the Town Commission authorizes the Town Administration to move forward with the awarding of the Biscaya Drainage Improvement Project pursuant to the Scope of Work (attached hereto as Exhibit “A”); and

**WHEREAS**, it is in the best interest of the Town to authorize the appropriation and expenditure for the Biscaya Drainage Project in accordance with the attached Scope of Work and to expend funds for the project in an amount not to exceed \$174,000 from the 2013/2014 Fiscal Year Budget from the Stormwater Fund-Renewal and Replacement Account No. 404-5500-538.63.20

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

**Section 1. Recitals.** The above stated recitals are hereby adopted and confirmed.

**Section 2. Approval.** That the Town Commission approves and authorizes the Scope of Work attached as "Exhibit A".

**Section 3. Authorization of Town Officials.** The Town Manager is hereby authorized to take all steps necessary to complete the execution of the terms of this Resolution.

**Section 4. Authorization to Appropriate and Expend Funds.** The Town Manager is hereby authorized to appropriate and expend funds from the 2013/2014 Fiscal Year Budget not to exceed \$174,000 from the Stormwater Fund-Renewal and Replacement Account No. 404-5500-538.63.20

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

**PASSED and ADOPTED** on this \_\_\_\_ day of \_\_\_\_\_ 2013.

Motion by Commissioner \_\_\_\_\_, Second by Commissioner \_\_\_\_\_.

**FINAL VOTE ON ADOPTION**


Commissioner Joseph Graubart	_____
Commissioner Michelle Kligman	_____
Commissioner Marta Olchyk	_____
Vice Mayor Michael Karukin	_____
Mayor Daniel Dietch	_____

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

**ATTEST:**

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

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

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



SCOPE OF WORK - BISCAYA DRAIN IMPROVEMENT					OUTSIDE CONTRACTOR PROPOSED COST	TOWN OF SURFSIDE PW DEPT COST ESTIMATE
SUMMARY OF WORK: INCREASE EXISTING CULVERT SIZE: INCREASE THE DIAMETER OF THE EXISTING DRAINAGE CULVERTS/PIPES LOCATED UNDER THE STREET/CURBS/RIGHT OF WAY OF BISCAYA ISLAND THAT CURRENTLY OUTFALLS TO BOTH THE NORTH AND SOUTH ENDS OF THE ISLAND					DATE 7/12/2013	DATE 10.24.13
PROJECT TITLE						
Biscaya Drainage Improvements						
Order of Magnitude Cost Estimate						
LOCATION						
Surfside, FL						
ESTIMATED BY BM		CHECKED BY N		APPROVED BY JC		
ITEM NO	DESCRIPTION	QTY.	UNIT	UNIT PRICE MAT. & LAB	ESTIMATED AMOUNT	ESTIMATED AMOUNT TOS
1	Type 'F' C&G Removal and Repl	900 / 150	LF	\$30.00	\$27,000.00	\$4,500.00
2	Drainage Structures Removal & D	2/0	EA	\$1,500.00	\$3,000.00	\$0.00
3	Drainage Structures	3/3	EA	\$4,500.00	\$13,500.00	\$13,500.00
4	Driveway Rest.	15/7	EA	\$1,000.00	\$15,000.00	\$7,000.00
5	Sewer Lateral Replacement	15/6	EA	\$800.00	\$12,000.00	\$4,800.00
6	S.Y. Mill & Resurface (1")	1250	SY	\$10.00	\$12,500.00	\$12,500.00
7	C.Y. Muck Removal & Replacem	500/0	CY	\$25.00	\$12,500.00	\$0.00
8	Pavement Rest.	900	LF	\$0.00	\$0.00	\$0.00
9	Green Area Restoration	610	SY	\$6.00	\$3,660.00	\$3,660.00
10	Manatee Gates	3	EA	\$1,200.00	\$3,600.00	\$3,600.00
11	In-Line Check Valve	1	EA	\$3,000.00	\$3,000.00	\$3,000.00
12	Mobilization	1/0	LS	\$10,000.00	\$10,000.00	\$0.00
13	18" RCP	450	LF	\$75.00	\$33,750.00	\$33,750.00
14	24" RCP	450	LF	\$100.00	\$45,000.00	\$45,000.00
15	Seawall Sleeve	1	EA	\$2,000.00	\$2,000.00	\$2,000.00
16	Saw Cut Asphalt	950	LF	\$2.00	\$1,900.00	\$500.00
17	Turbidity Boom	1	LS	\$200.00	\$200.00	\$0.00
18	VMS Board	1	LS	\$350.00	\$350.00	\$0.00
19	M.O.T. (Barricades, Arrow Board	1	LS	\$1,000.00	\$1,000.00	\$1,000.00
20	P.M.S. Restoration	1	LS	\$1,000.00	\$1,000.00	\$1,000.00
21	tieflex / Flapgate	2	LS	\$4,000.00	\$8,000.00	\$8,000.00
				<b>SUBTOTAL</b>	<b>\$208,960.00</b>	<b>\$143,810.00</b>
				<b>TOTAL</b>	<b>\$208,960.00</b>	<b>\$143,810.00</b>
				<b>8% Mobilization =</b>	<b>\$16,716.80</b>	<b>\$0.00</b>
				<b>10% Contingency =</b>	<b>\$20,896.00</b>	<b>\$14,381.00</b>
				<b>Cost Total</b>	<b>\$246,572.80</b>	<b>\$158,191.00</b>
Robert F. McSweeney, P.E.						
State of Florida Professional Engineer						
Florida Registration No. 47506						
Permit Fees					\$15,000.00	\$15,000.00
Engineering Design					\$57,667.80	\$57,667.81
<b>Total Project Costs</b>					<b>\$319,240.60</b>	<b>\$230,858.81</b>

**RESOLUTION NO. 13-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING WORK AUTHORIZATION NO. 76; A WORK AUTHORIZATION TO INCLUDE CIVIL ENGINEERING, CONSTRUCTION INSPECTION, GOVERNMENT CONSULTING AND SURVEYING FOR BISCAYA DRAINAGE IMPROVEMENTS; AUTHORIZING THE APPROPRIATION AND EXPENDITURE FROM THE 2013/2014 FISCAL YEAR BUDGET NOT TO EXCEED \$58,000 FROM THE STORMWATER FUND-RENEWAL AND REPLACEMENT ACCOUNT NO. 404-5500-538.63.20; AUTHORIZING THE TOWN MANAGER TO TAKE ANY NECESSARY ACTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside has determined that Biscaya Island has flooding problems as the result of poor drainage; and

**WHEREAS**, as part of Work Authorization No. 76 (attached as "Exhibit A") Calvin, Giordano and Associates, Inc. will perform the Civil Engineering, Construction Inspection, Government Consulting and Surveying for the Biscaya Drainage Project; and

**WHEREAS**, it is in the best interest of the Town to approve Work Authorization No. 76.

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

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

**Section 2. Approval.** That the Town Commission approves and authorizes Work Order No. 76 attached as "Exhibit A".

**Section 3. Authorization of Town Officials.** The Town Manager is hereby authorized to take all steps necessary to complete the execution of the terms of this Resolution.

**Section 4. Authorization to Appropriate and Expend Funds.** The Town Manager is hereby authorized to appropriate and expend funds from the 2013/2014 Fiscal Year Budget not to exceed \$58,000 from the Stormwater Fund-Renewal and Replacement Account No. 404-5500-538.63.20

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

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

Motion by Commissioner \_\_\_\_\_, Second by Commissioner \_\_\_\_\_.

**FINAL VOTE ON ADOPTION**


Commissioner Joseph Graubart	_____
Commissioner Michelle Kligman	_____
Commissioner Marta Olchyk	_____
Vice Mayor Michael Karukin	_____
Mayor Daniel Dietch	_____

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

**ATTEST:**

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

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

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





**Calvin, Giordano & Associates, Inc.**  
EXCEPTIONAL SOLUTIONS

Building Code Services  
Coastal Engineering  
Code Enforcement  
Construction Engineering & Inspection  
Construction Services  
Contract Government  
Data Technologies & Development  
Emergency Management Services  
Engineering  
Governmental Services  
Indoor Air Quality  
Landscape Architecture & Environmental Services  
Municipal Engineering Planning  
Public Administration  
Redevelopment & Urban Design  
Renewable Energy  
Resort Development  
Surveying & Mapping  
Transportation Planning & Traffic Engineering  
Utility & Community Maintenance Services  
Water Resources Management

Headquarters:  
1800 Eller Drive, Suite 600  
Fort Lauderdale, FL 33316  
Phone: 954.921.7781  
Fax: 954.921.8807

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

Date: October 29, 2013

Mr. Michael Crotty  
Town Manager  
**TOWN OF SURFSIDE**  
9293 Harding Avenue  
Surfside, FL 33154

**RE: Work Authorization No. 76**  
**Biscaya Drainage Improvements**  
**CGA Proposal No. 13-5995**

Dear Mr. Crotty,


Enclosed for your review and approval is Work Authorization No. 76 for Biscaya Drainage Improvements. The scope of the project includes Investigation, Design & Permit Drainage System.

The Scope of Services to be furnished under this Work Authorization includes Civil Engineering, Construction Inspection, Government Consulting and Surveying as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed \$57,667.81.

Sincerely,

**CALVIN, GIORDANO & ASSOCIATES, INC.**

  
Dennis Giordano  
President



**TOWN OF SURFSIDE**  
**Biscaya Drainage Improvements**

**PROJECT DESCRIPTION**

**1. SCOPE OF SERVICES**

Calvin, Giordano & Associates, Inc. will perform the following services based on our understanding of the project requirements:

Calvin, Giordano & Associates, Inc. has been requested to prepare a proposal to investigate and prepare drainage improvement plans, permit applications, and provide Construction Inspection, Engineering and Observation services for proposed improvements to Biscayne Island due to localized flooding in an area served by an undersized existing drainage system / outfall.

**I. Professional Engineering Services**

**A. Civil Engineering**

**1. Preliminary Engineering**

- Investigate complaints and existing drainage system components / design information including survey field notes, as-builts and Town utility atlas; coordinate findings with Town staff.
- Attend Community Meeting to discuss findings and potential solutions.
- Contact / meet with permitting agencies having jurisdiction to discuss options and permitting requirements.
- Prepare and submit utility notification letters.
- Prepare budget level cost estimate.

**2. Final Engineering**

- Preparation of Paving, Grading, and Drainage Plans and Details.

- Preparation of SWPPP Plans and Details.
- Preparation of Final Cost Estimate.
- Preparation of Specifications.
- Preparation of Drainage Calculations.

**3. Permitting**

- MD-DERM / RER - Prepare and submit MD-DERM Class II permit application, and waiver request.
- SFWMD - Prepare and submit SFWMD ERP permit application, and waiver request.

**4. Engineering Services During Construction**

- Attend one (1) pre-award meeting, one (1) pre-construction meeting and up to eight (8) construction progress meetings.
- Review shop drawings, and submittals.
- Respond to RFI's including pre-bid RFI's.
- Perform site visits and final walk-thru needed for certification(s)
- Prepare certifications documents, review as-built drawings, and provide certifications.
- Attend Community Meeting at close-out of project.

**II. Professional Government Consulting Services**

**A. Design & Permitting**

1. Prepare presentations and manage up to three (3) Community Meetings.
2. Attend meetings with permitting agencies.
3. Complete project management while acting as Town's single point of contact.

**B. Bidding Administration**

1. Work with Town Clerk to prepare the front end documents and meeting advertising requirements.
2. Work with Town Attorney to complete contract documents.
3. Conduct pre bid meeting, prepare meeting minutes and prepare all required addenda.
4. Complete project management while acting as Town's single point of contact.

**C. Construction Administration**

1. Attend weekly construction progress meetings and prepare corresponding meeting minutes.
2. Address construction issues and resident concerns during construction.
3. Review environmental permits and ensure requirements are met during construction.
4. Complete project management while acting as Town's single point of contact.

**D. Project Closeout**

1. Prepare contractor punch list after substantial completion.

2. Manage the preparation of all close out documents.
3. Close out all required permits.
4. Complete project management while acting as Town's single point of contact.

### **III. Professional Surveying Services**

- A. Obtain elevations of existing structures and pipeline.
- B. Process field data and provide to engineering for design and permitting.

### **IV. Professional Construction Services**

- A. Perform construction observation services for the construction of approx. 600 LF of drainage culvert, 3 drainage structures, curb and gutter replacement, driveway restoration, and 600'x13' wide milling and resurfacing. (Based on a construction duration of 75 Calendar Days). No night or holiday inspections included.
- B. Review as-builts provided by others / Contractor.
- C. Respond to Contractor initiated Requests for Information (RFI's).
- D. Attend one (1) preconstruction meeting and four (4) construction / progress meetings.
- E. Proposal based on a maximum of 160 hours of field observation time. Any additional time beyond the specified hours will require client approval, and shall be billed per the hourly fee schedule.

**2. BASIS OF COMPENSATION:**

Hourly rates with an estimated fee of \$54,921.72 plus reimbursables at \$2,746.09 with a total not to exceed amount of \$57,667.81. Payments to be made monthly.

**3. TIME OF PERFORMANCE:**

Item I through IV under the scope of services will be completed within 60 calendar days after the Notice to Proceed except for delays beyond the control of the Consultant.

**4. SUBMITTED**

Submitted by:  Date: 10/29/13  
Dennis Giordano, President

**5. APPROVAL**

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
Michael Crotty, Town Manager

**TOWN OF SURFSIDE**  
**WORK AUTHORIZATION ESTIMATE DATE**

**WORK AUTHORIZATION NO.** 76  
**PROJECT NAME** Biscaya Drainage Improvements  
CGA Proposal No. 13-5995  
**DESCRIPTION** Investigation, Design & Permit Drainage System

TITLE	RATE	HOURS/UNITS	COST
Associate Engineering VI	\$185.66	2	\$371.32
Clerical	\$74.26	20	\$1,485.20
Director Engineering V	\$159.14	90	\$14,322.60
Eng CADD Technician	\$84.87	48	\$4,073.76
Eng Sr CADD Tech Manager	\$106.09	4	\$424.36
Engineer II	\$106.09	51	\$5,410.59
GPS Survey Crew	\$148.53	8	\$1,188.24
Permit Administrator	\$79.57	9	\$716.13
Project Engineer III	\$127.31	12	\$1,527.72
Sr Inspector	\$95.48	160	\$15,276.80
Unit	\$135.00	75	\$10,125.00
			<b>\$54,921.72</b>

**SUB-CONSULTANTS** **COST**

**LABOR SUBTOTAL** **\$54,921.72**  
**REIMBURSABLE SUBTOTAL** **\$2,746.09**  
**TOTAL** **\$57,667.81**

Reviewed by: \_\_\_\_\_  
Michael Crotty, Town Manager



### **Town of Surfside**

**Date:** November 12, 2013  
**Prepared by:** Daniel Dietch, Mayor  
**Subject:** Six-Month Performance Evaluation  
 Town Manager Michael Crotty

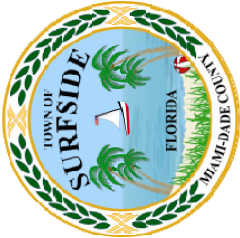
In accordance with the Town Manager's Employment Agreement, the Town Commission shall conduct a formal performance evaluation after six, twelve, and twenty-four months of service. On October 8, 2013 the Town Commission approved a performance evaluation form, which included the following evaluation criteria categories:

1. Individual Characteristics
2. Professional Skills and Status
3. Relations with the Town Commission
4. Policy Execution
5. Reporting
6. Citizen Relations
7. Staffing
8. Supervision
9. Fiscal Management
10. Community

Each Elected Official was asked to rate the Town Manager on various aspects relating to the ten (10) evaluation criteria categories identified above. The rating scale was defined as follows:

- 5 = Excellent** (almost always exceeds the performance standard)
- 4 = Above average** (generally exceeds the performance standard)
- 3 = Average** (generally meets the performance standard)
- 2 = Below average** (usually does not meet the performance standard)
- 1 = Poor** (rarely meets the performance standard)

The individual Elected Official ratings have been tabulated and are summarized in Table 1. The Town Clerk has copies of the complete performance evaluations prepared by each Elected Official.



Town of Surfside

Table 1  
Town Manager Six-Month Performance Evaluation Rating Summary

Elected Official	Evaluation Criteria/Ratings <sup>1</sup>										Average Rating
	Individual Characteristics	Professional Skills and Status	Relations with the Town Commission	Policy Execution	Reporting	Citizen Relations	Staffing	Supervision	Fiscal Management	Community	
Olchyk	4.6	4.8	4.8	4.6	4.4	5.0	4.4	4.6	4.2	4.0	4.5
Graubart	4.8	4.8	4.8	4.8	4.8	5.0	5.0	5.0	5.0	5.0	4.9
Kligman	4.2	4.2	3.7	3.6	3.6	4.8	3.4	3.8	4.0	4.6	4.0
Karukin	4.2	5.0	5.0	3.4	3.4	4.6	3.8	3.8	5.0	3.8	4.2
Dietch	4.0	4.0	3.8	3.8	3.8	4.2	3.6	3.0	4.0	3.4	3.8
Average Rating	4.4	4.6	4.4	4.0	4.0	4.7	4.0	4.0	4.4	4.2	4.3

NOTE:

1. Ratings are defined as follows:

- 5 = Excellent (almost always exceeds the performance standard)
- 4 = Above Average (generally exceeds the performance standard)
- 3 = Average (generally meets the performance standard)
- 2 = Below Average (usually does not meet the performance standard)
- 1 = Poor (rarely meets the performance standard)





## Town of Surfside Commission Communication

**Agenda Item #:** 9B  
**Agenda Date:** November 12, 2013  
**Subject:** Wall Frontage and Side Setbacks in H120 District  
**From:** Sarah Sinatra Gould, AICP, Town Planner

**Background:** At the April 3, 2013 Planning and Zoning Board meeting, staff presented a discussion item of a number of topics regarding building massing related to new construction. One of the topics was the maximum wall frontage of buildings.

Section 90-51 was amended in December 2012 to provide a maximum frontage requirement. The section states that continuous wall frontage shall not exceed 270 feet and articulated as follows:

.....(3) *H120:* For every 100 feet, a minimum six-foot change in wall planes. The change shall be either vertical or horizontal.

Staff has been requested to develop options that will reduce the maximum building frontage or provide for greater change in wall plane.

### **August 29, 2013 Planning and Zoning Board Meeting:**

At the August Planning and Zoning Board meeting, the Board was presented three options either for breaks or articulations in the building façade. The board indicated they would prefer breaks in the façade. Below are the two options for the façade breaks that the Board preferred:

*Option A: For every 150 feet in building frontage there shall be a minimum building separation of 30 feet for the entire depth of the property. Where two or more buildings are provided, each building shall be set back an additional 30 feet from the front plane of any building within the same property.*

*Option B: For every 150 feet in building frontage there shall be a minimum building separation of 30 feet for the entire depth of the property. Where two or more buildings are provided, each building shall be set back an additional 66 feet from the front plane of any building within the same property.*

In addition to the breaks in the façade, the Board also indicated they would like to evaluate the stepback requirement for buildings over 30 feet in height and establish the side setbacks for properties in the H120 district to 10% of the lot width per side. The current minimum side setback is 10 feet except when a building exceeds a height of 30 feet, the width of each side yard shall be increased by one foot for every three feet of building height above 30 feet, to a maximum of 20 feet. The smallest lot width in the H120 district is 100 feet therefore a 10% side setback would be the same as the current code. However, in the case of lot aggregation, the side setback would be greater and in proportion to the lot width.

#### **October 2, 2013 Planning and Zoning Board Meeting:**

The Planning and Zoning Board meeting of October 2, 2013 had a discussion relating to having an option of either a 40 foot high pedestal not more than 270 feet in length with building above the pedestal not to exceed 150 feet in length, or buildings no more than 150 feet in length with 30 foot wide building separations.

#### **October 23, 2013 Planning and Zoning Board Meeting:**

The October 23, 2013 Board meeting discussed two options and decided not to move forward with the pedestal option. Instead, the Board discussed having additional options for breezeways and connections of buildings above 60 feet (approximately), to permit light and air through the buildings at grade level.

The Board asked staff to prepare 3D graphics and renderings to help visualize the proposed amendments. The Board also requested staff to meet with the developer's architects to determine if the proposed code amendments were implementable and what would be the resulting designs.

The following attachments are the items that were reviewed by the Planning and Zoning Board.

#### **Attachments**

- Attachment #1 is proposed text for an ordinance reflecting the above changes.
- Attachment #2 provides a graphic example of the two options above.
- Attachment #3 is an excerpt from the 1989 Comprehensive Plan demonstrating the pedestal concept. Although it was previously envisioned for the block between Collins Avenue and Harding Avenue, today's vision would be for implementation of this concept on the east side of Collins Avenue.

#### **Next Steps:**

- 1) Staff to include breezeways or openings, as well as pedestal options.
- 2) Direct Staff to schedule a meeting with the architects of the recent Town developments.
- 3) Direct Staff to create 3D graphics and renderings of the proposed code language.

**Budget Impact:** The modifications to the code and basic graphics are included in the CGA contract. 3D renderings will require an additional work authorization.

**Growth Impact:** Implementation of a code amendment to limit wall frontage and increase side setbacks will limit the length of proposed buildings in the H120 zoning district.

**Staff Impact:** N/A



---

Sarah Sinatra Gould, AICP, Town Planner



---

Michael Crotty, Town Manager

## **Attachment #1**

### **Sec. 90-51. Maximum frontage of buildings.**

90-51.1 Continuous wall frontage shall not exceed 270 feet and be articulated as follows:

- (1) *H30C*: For every 50 feet, a minimum three-foot change in wall plane.
- (2) *H40*: For every seventy-five (75) feet, a minimum six-foot change in wall plane.
- ~~(3) *H120*: For every 100 feet, a minimum six-foot change in wall planes. The change shall be either vertical or horizontal.~~
- (3) For *H120* see section 90-51-2
- (43) Structured parking garages: see section 90-49.4

90-51.2 In the H120 district continuous wall frontage shall be provided as the following:

(1) For every 100 feet there shall be a minimum six-foot change in wall planes. The change shall be either vertical or horizontal.

(2) Development in the H120 district shall choose one of the following options:

(a) Continuous wall frontage shall not exceed 150 feet length. There shall be a minimum building separation of 30 feet for the entire depth of the property. Where two or more buildings are provided, there shall be a minimum building separation of 30 feet for the entire depth of the property and each building shall be setback an additional 30 feet from the front plane of any building within the same property; or

(b) Continuous wall frontage shall not exceed 270 feet in length. Buildings shall not exceed 40 feet in height for 270 feet in building frontage. The portion of the building above 40 feet in height shall be limited to 150 feet in building frontage and there shall be a minimum building separation of 30 feet for the entire depth of the property.

## Sec. 90-45. Setbacks.

(b) *Setbacks.*

(1) *Required Setbacks—Tables:* The following tables shall be utilized for structures in the H30C, H40, H120, and SD-B40 zoning districts.

H120	Minimum Setback (Feet)
Primary frontage	40 FT
Interior side	<del>40 FT</del> <u>10% of the property frontage or 10 feet, whichever is greater</u>
Rear	30 FT
Secondary frontage (Corner only)	<del>20 FT</del> <u>10% of the property frontage or 20 feet, whichever is greater</u>

## Sec. 90-48. Modification of side and rear yard regulations.

90-48.1 The minimum width of side setbacks for libraries, places of public assembly, recreational centers and other public, semipublic and civic buildings shall be a minimum of 15 feet, except when located within the community facilities district shall comply with subsection 90.45(a).

90-48.2 In all districts other than the H120 districts, the required side setbacks for corner lots adjoining canals or waterway shall comply with the secondary frontage setback requirements for that frontage.

90-48.3 In the H30A district, no building shall be erected within 25 feet of the seawall on Point Lake nor within 50 feet of the sea wall on Biscayne Bay or on any lots in Blocks 26, 28 and 28A of the Normandy Beach Subdivision, Second Amended.

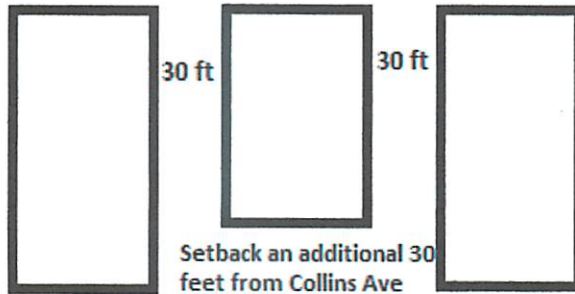
90-48.4 Where a lot abuts an alley, the depth of the rear yard shall be seven feet.

90-48.5 In the H120 district, when a building exceeds a height of ~~30~~ 40 feet, the width of each side yard shall be increased by one foot for every three feet of building height above ~~30~~ 40 feet or a ground level setback equivalent to one foot for every three feet of building height above 40 feet may be provided, provided however, on a corner lot the minimum width of the side yard adjoining a street need not exceed 20 feet.

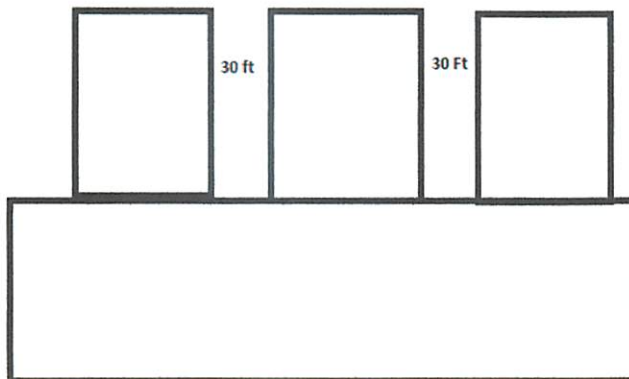


## Attachment #2

Continuous wall frontage shall not exceed 150 feet length. There shall be a minimum building separation of 30 feet for the entire depth of the property. Where two or more buildings are provided, there shall be a minimum building separation of 30 feet for the entire depth of the property and each building shall be setback an additional 30 feet from the front plane of any building within the same property.



OR



Continuous wall frontage shall not exceed 270 feet in length. Buildings shall not exceed 40 feet in height for 270 feet in building frontage. The portion of the building above 40 feet in height shall be limited to 150 feet in building frontage and there shall be a minimum building separation of 30 feet for the entire depth of the property.

Table LU - 7

## TOWN OF SURFSIDE

## ZONING ANALYSIS - PROPOSED FUTURE LAND USE PLAN

<u>LAND USE CATEGORY</u>	TOTAL SF/ LOTS AVAL	PROPOSED DENSITY	TOTAL UNITS NEW DEVEL.	EXIST UNITS	Increased NO.OF UNITS
<b>RESIDENTIAL</b>					
Low Density	30 Lots	1Unit/Lot	30 Units		30
Moderate Density	70,800	1/2000	35	32	3
Moderate-High Density	654,000	1/550	1189	359	830
High Density/Tourist	257,500	1/400	643(478)*	130	348
Sites Which May Be Redeveloped	453,375	1/400	1133	71	1062
<b>COMMERCIAL</b>					
General Retail/Srvc					
Office/Apartment	165,225	1/700	220	166	54
TOTAL POTENTIAL ADDITIONAL UNITS					2327

Note: A total of 643 dwelling units could be developed on these parcels, however, as currently proposed only 478 units are to be built.

Source: Land Use and Zoning Analysis, Monte S. Lee, Architect/Planner

It is envisioned that future development within this area will encourage the assemblage of several lots, preferably creating parcels which extend from Collins to Harding. Development on these parcels would take place only after the issuance of a special permit by the Town Commission. Minimum lot width would be 150 feet and the zoning parameters for this area would encourage mixed height development.

In an effort to minimize the impact of new development on the single-family areas west of Harding Avenue, no structure adjacent to Harding Avenue is to be more than 30 feet in height. Structures up to 100 feet in height would be permitted in these new developments, however such structures would have to be set back at least 100 feet from Harding Avenue.

Furthermore, so as to prevent highrise buildings in this area from being strung along in a wall like fashion along Collins Avenue, setback requirements and lot coverage maximums will force future development into a pattern of development similar to that illustrated in Figures LU-6. While the required setback advocated for new highrise buildings on the west side of Collins will be the same 25 feet as that required for buildings across the street, minimum side setbacks will be 75 feet from the north property line and 20 feet from the south property line. This will assure that the minimum distance between buildings on two adjacent properties will be at least 95 feet. This compares to a minimum distance of 67 feet between two 100 feet high buildings developed on the east side of Collins under current setback requirements. The proposed minimum 75 feet setback from the north property line will also aid in minimizing the shading impact which such taller structures could have on neighboring properties.

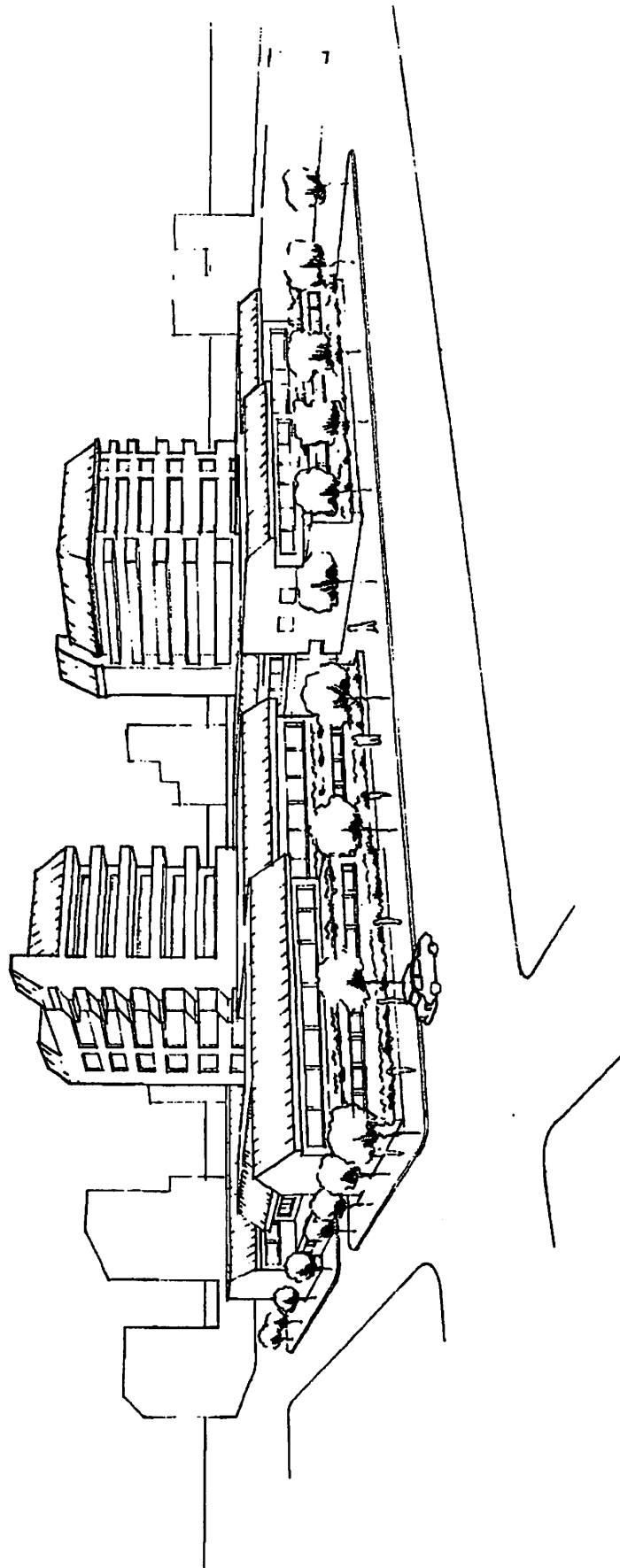
Also proposed are strict lot coverage requirements for any structures over 30 feet in height. While no maximum lot coverage requirements exist with regard to properties on the east side of Collins, new buildings constructed on the west side, which are to be over 30 feet in height, will be limited to a maximum lot coverage of 15 percent.

As further illustrated in Figure LU-7, a property developed under these parameters could provide low-rise town houses along Harding Avenue and a high-rise tower adjacent to Collins Avenue which could provide long range vistas to both the Atlantic Ocean and Biscayne Bay. As shown, such development would take place over a well landscaped first story parking area.

In addition, by providing encouragement for new large scale development one can minimize the number of future driveways exiting on to heavily traveled Collins and Harding Avenues.

It must also be noted that, as proposed, this area would be utilized exclusively for residential development. Hotel and motel development currently existing within this area would not be permitted.

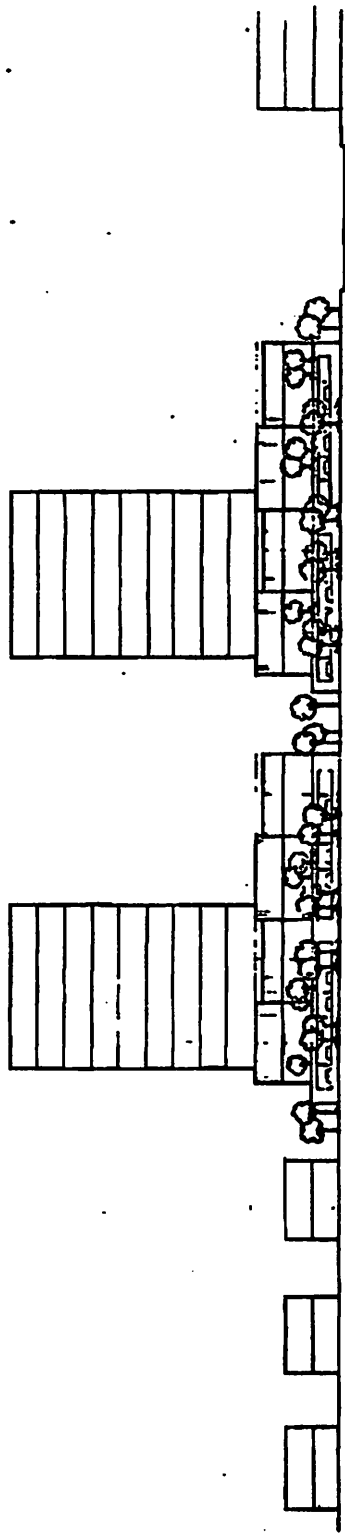




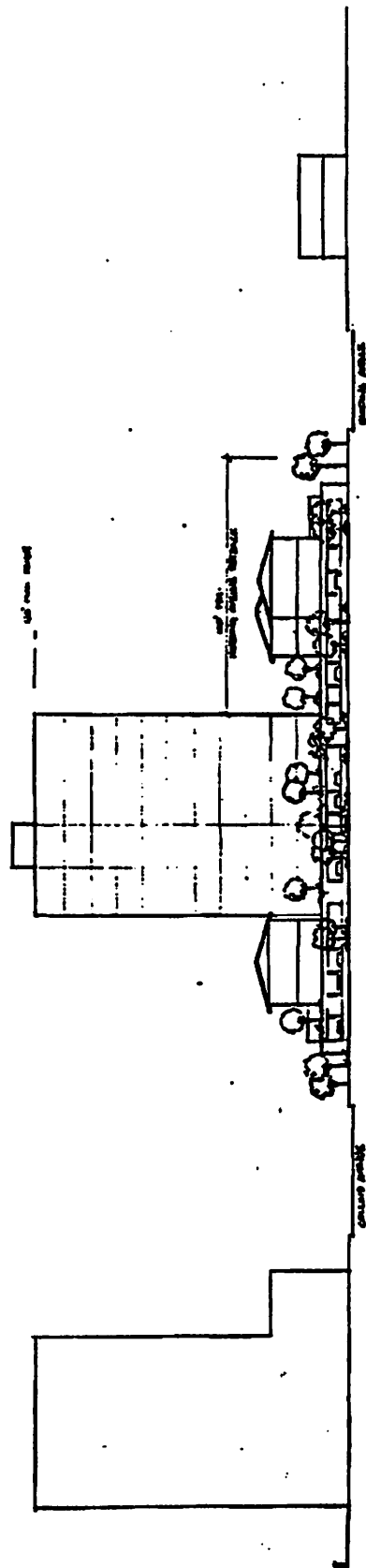
Page 21

FIG. LU-6

AERIAL VIEW OF PROPOSED COLLINS AVENUE DEVELOPMENT



VIEW LOOKING WEST ALONG COLLINS AVENUE



SECTION THROUGH STRUCTURES LOOKING SOUTH

FIG. LU-7

#### High Density / Tourist - (up to 109 units / acre)

This category includes all of the privately owned land east of Collins Avenue. At the present time development of five of these properties is moving ahead as described previously. In addition a sixth site was cleared several years ago and is standing ready to be developed.

While this area is to be the primary site of any new tourist facilities, based upon recent years experiences, future development within this area will most likely take the form of condominiums and apartments. As indicated in Table LU-7, future redevelopment of the non condominium or co-op properties within this area on which the structures are over 30 years old could increase the Town's housing stock by as many as 1062 units.

#### COMMERCIAL USES:

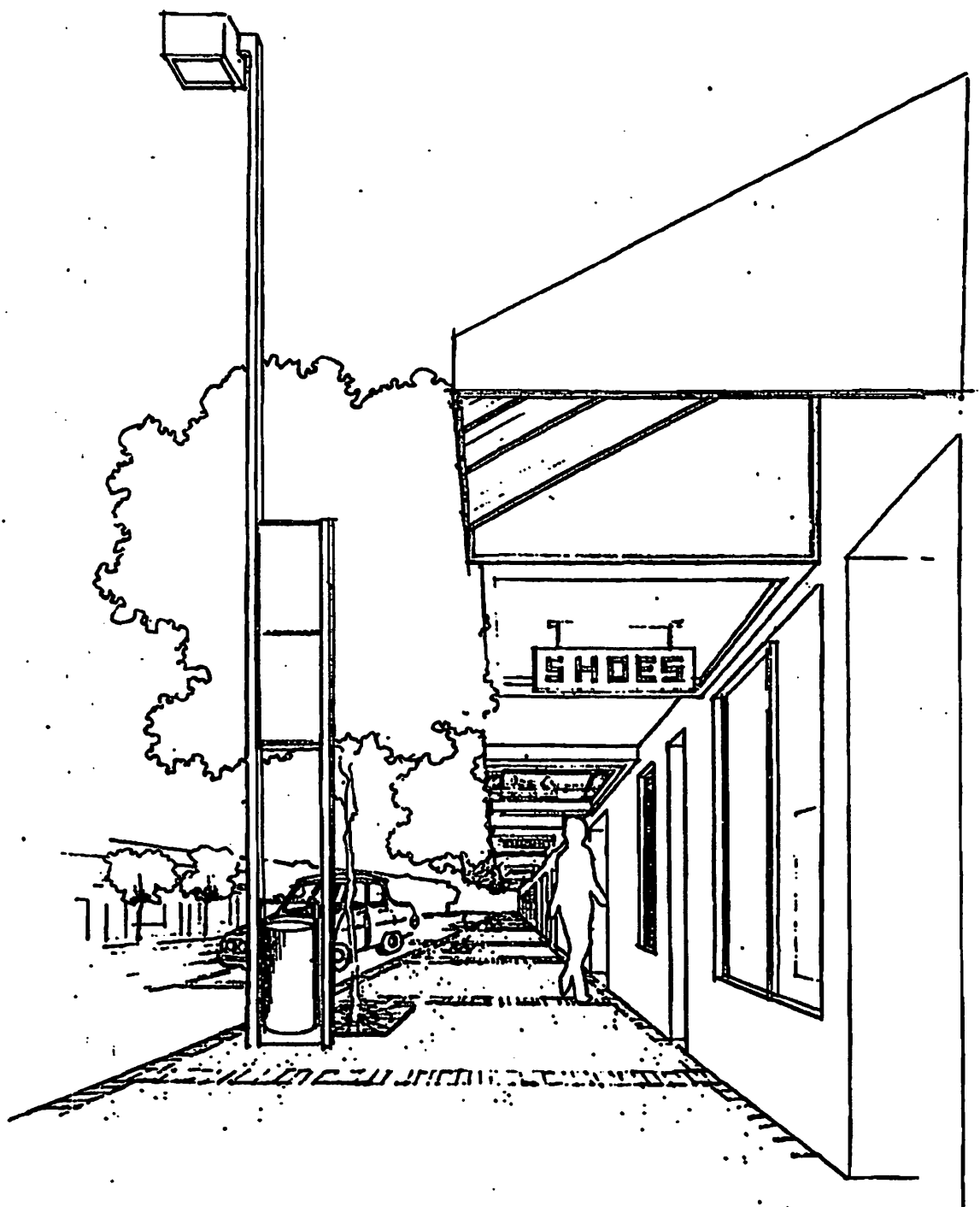
##### General Retail / Service

This area encompasses the existing Harding Avenue Business Area which stretches from 94th to 96th Streets. In line with the Harding Avenue / Collins Avenue Planning Study undertaken in 1986, the Town Commission has implemented several recommendations to date which should contribute to enhancing this important area of the Town. Actions taken to date include, the reconstruction of the Abbott Avenue Parking Lot which provided an additional 40 parking spaces for the business area and an attractive renovation of the area's main parking area. In addition, the Town Commission amended the Town's zoning regulation in December of 1987 to require that new development in the area address the need for parking.

While these actions represent a significant beginning for improving this area, several additional actions are advocated as part of this land use element. Of considerable importance is the need to undertake a street improvement program for the area. As currently proposed, parking would be maintained on both sides of Harding Avenue. However, it is recommended that the existing 9'-6" wide sidewalks be widened to 12 feet. To accommodate this, it is suggested that the existing four 9 feet wide vehicle lanes be modified to three 11 feet wide lanes.

As shown in Figure LU-8, new landscaping is to be primarily provided by street trees and tree grates so as to provide the widest expanse of sidewalk possible. In addition, while it is proposed that the existing low level landscaping areas at the street ends and at the mid-block pedestrian crossing be retained and re-landscaped, it is strongly recommended that the other 6 inch high planters which currently exist elsewhere along Harding Avenue be removed.

Figure LU-8 also illustrates proposed recommendations for establishing a unified awning/canopy program whereby each store owner would be required to construct an awning or canopy to provide protection from the sun and inclement weather along a fixed canopy line 8 feet from the front property line and 8 feet above the curb. In line with this proposal all new street trees are to be located at least 9 feet from the front property line. In addition, this sketch also illustrates suggestions for new trash containers, as an integral element of new street lighting standards and the provision of pedestrian oriented signage under the proposed awning/canopy line.



HARDING AVENUE LOOKING NORTH

FIG. LU-8



## Town of Surfside

**To:** Mayor, Vice Mayor and Members of the Town Commission

**From:** Sandra Novoa, CMC, Town Clerk

**Date:** November 12, 2013

**Subject:** Pension Board Vacancy

On Wednesday, October 9, 2013, my office received Mr. Stan Bershad's resignation from the Pension Board. Section 2-185 (a) and (h) of the Town Code reads as follows:

*Generally. The pension board, as described and empowered in this section, shall serve as the board of trustees and trustee of the trust fund, and shall be charged with the responsibility for the general administration and management of the plan and trust, subject, however, to the ultimate control and responsibility of the town commission. Such board shall be composed of five members; the town manager, an elected representative of the police department with at least one year of creditable service, an elected representative of the other employees of the town with at least one year of creditable service and two permanent residents of the town to be appointed by the town commission to serve for a period of two years or until their successors are appointed, which shall be evidenced by an acceptance in writing.*

*Vacancies. The appointed member may resign at any time by delivering his resignation to the town clerk, and such resignation shall thereafter take effect on the date therein specified. The members may also be removed at the pleasure of the town commission. Vacancies, however caused, shall be filled by action of the town commission. While a vacancy exists, the remaining members are authorized to perform all functions of the board.*

Mayor Dietch has offered a candidate (Attachment A) for your consideration.

I would respectfully request a new appointee to the Pension Board from the Town Commission.

Sandra Novoa, CMC, Town Clerk

Michael P. Crotty, Town Manager

## N. Abraham Issa, CFP®

Vice President—Investments  
Advisory & Brokerage Services  
Wealth Advisor

### About Abraham

- More than 15 years of financial services experience
- CERTIFIED FINANCIAL PLANNER™
- Active in his local community

**N. Abraham Issa** is one of a small number of UBS Financial Advisors who have earned the designation of "Wealth Advisor." As a Wealth Advisor, Abraham is eminently qualified to provide highly personalized wealth management services to his clients.

Abraham understands that wealth management is more than just the wide range of financial services and solutions you can access at UBS—it is how those services and solutions are developed and delivered to help you pursue your goals. That's why he offers a customized approach to wealth management, built on a personal relationship and shaped by an understanding of your needs and aspirations. To help manage your wealth, Abraham calls upon the advisory and investment brokerage capabilities of UBS—one of the world's largest wealth management firms.

Abraham joined the financial services industry in 1993 and focuses on the growth and preservation of wealth for retirees and business owners. He also works with businesses in developing, implementing and managing their corporate pension and retirement plans.

Abraham's broad experience provides him with a unique ability to understand and develop comprehensive investment strategies, while drawing upon the global resources and strength of UBS Financial Services Inc. to help him pursue his clients' goals.

Abraham holds the CERTIFIED FINANCIAL PLANNER™ designation and is a graduate of the University of Nebraska, College of Law, where he received a Juris Doctorate Degree, and also served as an attorney for many years. He is also highly active in his community where he currently serves as the Vice Chairman of Florida Bar Statewide Committee for the Unlicensed Practice of Law. In addition, Abraham recently served as the Chairman of the Board at Parkway Regional Hospital for eight years and was also on the State of Florida Patient Safety council, providing direction to the State Legislature for initiating policies in the area of healthcare.

**Please read important disclosures on reverse.**

## About UBS

UBS is one of the world's leading financial firms, serving a discerning international client base. Its business, global in scale, is focused on growth. UBS is also the leading global wealth manager, a leading global investment banking and securities firm, and one of the largest global asset managers.

As an integrated firm, UBS creates added value for clients by drawing on the combined resources and expertise of all its businesses to provide appropriate solutions to address clients' needs. From investment banking to asset management services, our Wealth Advisors can utilize a broad array of financial services to help their clients manage their wealth and pursue their financial goals.

**UBS Financial Services Inc.**  
100 South East Second Street  
Suite 2400  
Miami, FL 33131

305-536-9381 tel  
800-796-4262  
305-536-9800 fax  
abraham.issa@ubs.com

[www.ubs.com/financialservicesinc](http://www.ubs.com/financialservicesinc)

Neither UBS Financial Services Inc. nor any of its employees provide legal or tax advice. You should consult with your personal legal or tax advisor regarding your personal circumstances.

### Important information about Advisory & Brokerage Services

It is important that you understand the ways in which UBS Financial Services Inc. (UBS) conducts business and the applicable laws and regulations that govern the firm. As a firm providing wealth management services to clients, UBS is registered with the U.S. Securities and Exchange Commission (SEC) as an investment adviser and a broker-dealer, offering both investment advisory and brokerage services. Though there are similarities among these services, the investment advisory programs and brokerage accounts UBS offers are separate and distinct, differ in material ways and are governed by different laws and separate contracts.

It is important that you carefully read the agreements and disclosures UBS provides to you about the products or services offered. While UBS strives to ensure that these materials clearly describe the nature of the services provided, please do not hesitate to contact your Wealth Advisor, N. Abraham Issa, if you would like clarification on the nature of your accounts or services you receive from us.

For more information, please visit our web site at [www.ubs.com/workingwithus](http://www.ubs.com/workingwithus).

CFP® and CERTIFIED FINANCIAL PLANNER™ are certification marks owned by Certified Financial Planner Board of Standards, Inc.

**UBS Financial Services Inc. is a subsidiary of UBS AG.**

©2010 UBS Financial Services Inc. All rights reserved. Member SIPC. 800\_WA\_G01106\_00A





## **Town of Surfside Commission Communication**

**Agenda Item #** 9D

**Agenda Date:** November 12, 2013

**Subject:** Water/Sewer/Storm Drainage Project Contract Summary and Closeout

**Objective:** To provide an update on the status of the closeout of the Water/Sewer/Storm Drainage (WSSD) Project

**1. Identification of the improvements made as part of the WSSD Project (list summarizing the 432 line payment application).**

**a. Sanitary Sewer**

- i. Lining and/or Replacement of 49,448 LF of sanitary sewer mains
- ii. Lining or Replacement of 1,453 sanitary sewer service laterals
- iii. Sanitary Lift Station Rehabilitation – New more efficient pumps; rehabilitation of the pump station structure interior; installation of a new emergency / back-up generator
- iv. Installed new shared force main on Collins Ave for the transmission of sewage out of Surfside
- v. Installed new Surfside force mains from both sanitary pump stations to the newly installed Collins Avenue shared force main and reconnection (bypass capabilities) to the existing shared force main
- vi. Replacement of an aerial / suspended sewer main canal crossing (Biscaya Island)
- vii. Installation of Manhole Cover Inflow Devices (Rain Stoppers)
- viii. Rehabilitation of 166 Manholes
- ix. Consent Decree Compliance
  1. I/I investigation results of sanitary sewer drawdown/flow test – See Exhibit “A”
  2. DRER allowable I/I is 5,000 Gallons Per Day (GPD) per Inch Pipe Diameter per Mile of pipeline.
  3. See chart below, units are in Gallons Per Minute (GPM)



	PS Basin 1	PS Basin 2
Allowable I/I	142	139
Calculated I/I	82	55
Delta	60	84
% of Allowable	57.75%	39.57%
Pass Criteria	Yes	Yes

b. Water System

- i. Replacement of 36,549 LF of water mains
- ii. Replacement of 1,278 water service lines
- iii. Installation of 28 fire hydrants
- iv. Relocation of meters to front of residential yards
- v. Installation of 1,600 remote readable water meters
- vi. Installed 175 new irrigation meters (saving residents from paying sewage treatment charges on water utilized for irrigation)
- vii. Replacement of large meter boxes within Collins Avenue sidewalks

c. Drainage System

- i. Installation of three (3) complete drainage pump stations
  1. Nine (9) total drainage wells
  2. Three (3) drainage pumps
- ii. Installation of thirty (30) manhole structures
- iii. Installation of six (6) control structures
- iv. Installation of nine (9) curb inlets
- v. Installation of 50,000 LF of curb/gutter
- vi. Installation of 7 flap gates
- vii. Installation of 5,745 linear feet of drainage culverts / pipe
- viii. Installation of 4 Outfall protection devices / Manatee grates

d. Other Improvements

- i. Milling and resurfacing of 172,000 SY of existing asphalt roadway
- ii. Installation of traffic calming median on Byron Avenue & 88<sup>th</sup> Street
- iii. Installation of 23,366 LF of electrical conduit for future undergrounding project

**2. Listing of Punch List Items Remaining:**

- a. General Touch ups on Drainage Pump Stations
  - i. Paint/cleaning/minor sodding/landscaping
  - ii. Final sealing of manhole lids/covers
  - iii. Correct remote (via internet or smartphone) pump control system
- b. Sanitary Sewer Pump Stations
  - i. Correct wiring installation – Engineer did not accept the tidiness of the wiring within panels at final start up
- c. Asphalt and concrete repairs to manhole 2007 and 1001
- d. 96<sup>th</sup> Street stamped concrete repairs
- e. Final as built with edits per engineers comments
- f. Close out of all final permits (only 1 DERM permit pending closeout)
- g. All close out items will be completed by Contractor by November 22, 2013

**3. Remote readable water meters status**

- a. All field work is completed

- b. Finance Department is currently working with SunGard (Finance Software Company) to integrate the signal coming from the meters into the Town's billing system. Don Nelson has stated that the anticipated completion date for this is January, 2014.

**4. Warranty Items:**

- a. Entire project (material and workmanship) is warranted by the Contractor's one (1) year warranty bond
  - i. This warranty bond ensures all aspects of the project are warranted by the Contractor and guaranteed by the surety company
- b. Sanitary Sewer Liner Material Only
  - i. 3 years
- c. Sanitary Sewer New Pipeline
  - i. 1 year
- d. Water Mains Material Only
  - i. 1 year
- e. Sanitary Sewer Pump Warranty
  - i. 18 months (100%) – 60 months or 10,000 hours (25%); excluding wear parts
- f. Sanitary Pump Panels/Controls Warranty
  - i. Varies – 1-2 years
- g. Stormwater Pump Warranty
  - i. 5 years; excluding wear parts
- h. Stormwater Pump Panels/Controls Warranty
  - i. Varies – 1-2 years

**5. Sanitary Sewer Memorandum of Understanding (MOU) with Miami Beach (MB)**

- a. Meeting was held with Town and MB on July 11, 2013 to discuss expired sewerage transmission agreement
- b. Eric Carpenter, MB Public Works Director stated MB was eager to finalize the MOU with Surfside regarding the transmission of sewage through MB.
- c. Both municipalities agreed to utilize an existing municipal MOU as the template for the new MOU. The Bal Harbour/Surfside MOU was sent to MB for legal vetting through MB legal.
- d. To this date, the agreement is still being processed by MB legal. Town Staff continues to pursue MB.

**6. MB Sanitary Sewer Transmission and Treatment Billing**

- a. All of Surfside's sanitary sewage travels via gravity sewer mains to one of Surfside's two sanitary sewer pump stations
- b. Each of the two Surfside sanitary sewage pump stations have both a Surfside and MB meter (for comparison/verification of billing amounts).
- c. These meters are read monthly and MB invoices Surfside a fee. The fee is two parts: 1) transmission of sewage to Miami Dade County's Virginia Key Treatment Plan utilizing MB owned transmission lines and 2) A pass-through fee from the County for treatment of the Surfside sewage.
- d. During the construction, MB removed their meter and began billing Surfside an estimated fee per month, which was based on historical usage.

- e. The MB meter was re-calibrated and installed on October 3, 2013. October will be the first invoice based on actual flows post WSSD Project.
- f. CGA will compare the MB October 2013 (post) billing amounts with the 2008-2011 billings of the same time period to extrapolate the amount of I/I reduction and then compare with the data listed in Table 1.a above.


**Background:** The 'needs analysis' and initial inspections for this project began in March 2006 with Ojito & Associates as the initial consultant. This project spanned the tenure of two consulting engineers, three Town Commissions and five Town Managers. The initial project budget was \$6 Million. After initial investigations, it was apparent that the deferred maintenance of the Utility System required a larger budget in order to repair the systems to acceptable standards. Recognizing the seriousness of the Consent Decree, the Town increased the budget to \$16 Million and directed CGA to prioritize the Town's needs and to only utilize the \$16 Million budget. CGA then began the design and permitting of the WSSD Project, prioritizing the items which were required in the Consent Agreement and items which were being funded via Federal and State Grant Programs. The design was completed and in March 2011 the project was publically advertised and bid. The lowest responsive bidder was Ric Man International, Inc with a bid cost of \$16,005,938.00 (just \$5,938 over the Towns stated budget). Over the next two years additional funding became available, the largest source being the State Revolving Fund (SRF) loan program. As additional funding was received the Town directed the Contractor to perform additional utility rehabilitation tasks that could not have been completed under the initial project budget.

**Analysis:** The Town has embarked on the monumental task of completing the largest single project ever attempted in Town; a project that would require the first ever bank bond issuance, impact every square inch of Town, impact every utility system in Town and have a final value of \$23.6 Million. Although it was a long tedious project, the Town should be proud of the accomplishments which they have achieved. Staff is now working with Miami Dade County to complete all required paperwork to ensure all entities are aware of Surfside's improvements which meet or exceed all Consent Agreement/Consent Decree requirements.

**Staff Impact:** Public Works and Town Management Staff managed the project and consultants.

**Recommendation:** Direct Staff to continue to pursue the following remaining items:

1. MB MOU agreement
2. Complete punch list items
3. Continue processing and filing paperwork and reports to ensure ongoing compliance with the Consent Decree/Consent Agreement.

  
\_\_\_\_\_  
Department Head  
\_\_\_\_\_  
Michael Crotty, Town Manager



**Town of Surfside  
Town Commission Meeting  
November 2013**

**COMMISSION COMMUNICATION ITEM MEMORANDUM**

**Title: “RKB Bay Harbor Islands K – 8 Center - Basketball Court Update”**

**Building A Better Playground Program**

Please see the attached site plan / drawings for the Basketball Courts which are part of the renovation plans for the playground, Track and Field areas for RKB Bay Harbor Islands K – 8 Center.

On Thursday morning, October 24, PTA President Julia Magnani, Joe Benton of Fort Capital Management (Developers of the Surf Club project and contributors to The Building A Better Playground Program), Carlos Bravo of Miami-Dade County Schools and I, Joe Graubart, Commissioner met at the school to review the playground equipment, currently being installed and located inside the school’s security area, basketball courts and Track and Field area.

The courts will undergo a complete rehab to include: resurfacing the courts, adding ‘adult height’ baskets at the east and west ends, high fences and landscaping to be installed for safety, security and to provide a buffer for residential area, lighting upgrades, a small building is also planned to provide bathrooms, storage and Phys Ed / Coach a small office, and a canvas covered bleacher for approximately 30 people. Additionally, a ramp will be built to allow safe access for all, as well as meet handicap requirements.

According to Julia Magnani:

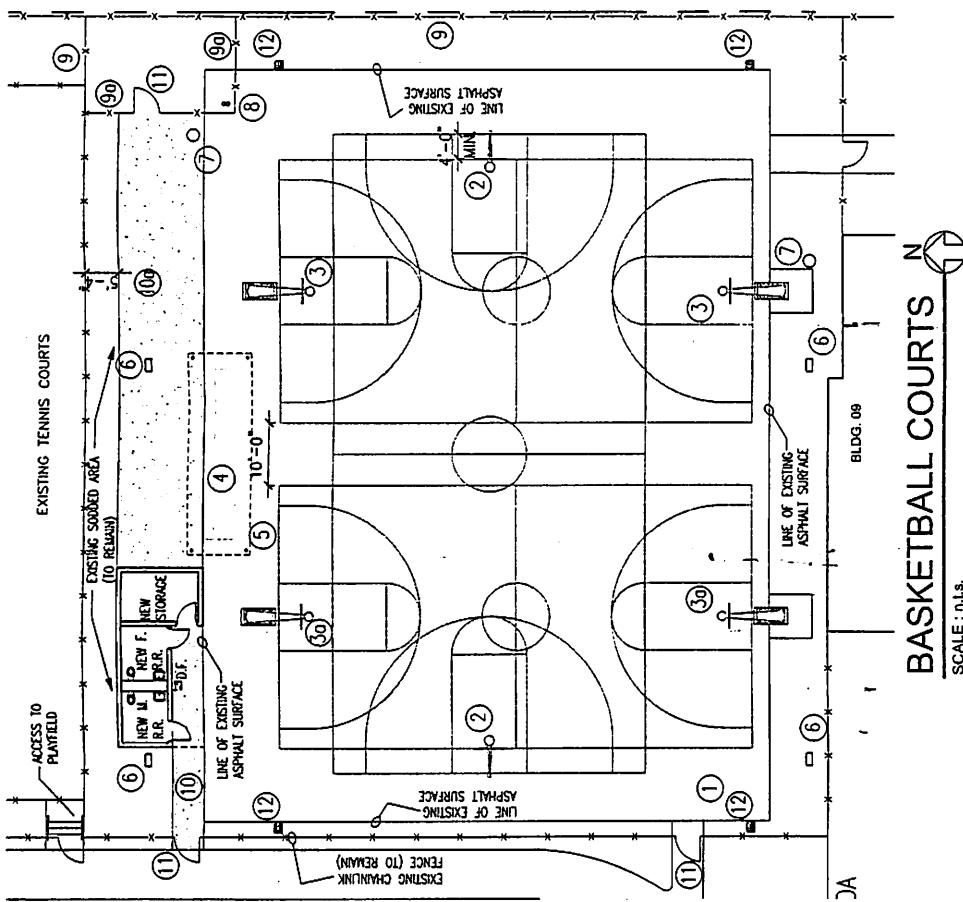
The next and crucial step needed to move the project forward is the architectural/engineering drawings and various other requirements.

Again, if you or anyone you know, that maybe interested in a charitable contribution to our school Track and Field area; naming rights ARE available and the community benefit would be huge! Please spread the word. We need close to \$400-500K to redo the track and field with synthetic grass and resurfacing of the track; as well as making other improvements.

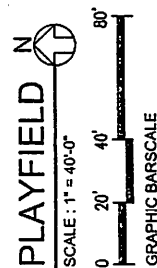
**Respectfully,**

**Joe Graubart, Commissioner**

- ① RE-SURFACE AND RE-STRIPING EXISTING HARBORCOURTS PROVIDE 2 M.S. COURTS AND 1 FULL SIZE COURT (ADULT)
- ② NEW BASKETBALL STANDARD (ADULT)
- ③ EXISTING RELOCATED CONCRETE STANDARD
- ④ NEW 3 ROW ALUMINUM BLEACHERS
- ⑤ NEW SHED STRUCTURE
- ⑥ EXISTING STORM DRAIN TO BE RELOCATED A/E TO VERIFY.
- ⑦ EXISTING MANHOLE (TO REMAIN)
- ⑧ EXISTING GUY WIRE (TO REMAIN)
- ⑨ NEW 10' H CHARLIEK FENCE
- ⑩ NEW 6' H CHARLIEK FENCE
- ⑪ NEW 5' WIDE CONC. WALKWAY
- ⑫ NEW CONC. SLAB
- ⑬ NEW 3" WIDE GATE
- ⑭ NEW LIGHT POLE (A/E TO VERIFY QTY. AND LOCATION)

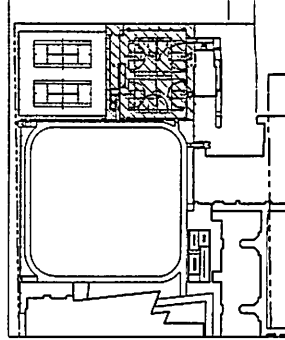


BASKETBALL COURTS N  
SCALE: N.T.S.



OPTION "A"

OPTION "A"  
RE-STRIPING &  
RE-SURFACING OF  
COURTS.







## **Town of Surfside Commission Communication**

**Agenda Item#:** 9F

**Agenda Date:** November 12, 2013

**Subject:** Turtle Project - Art in Public Places Update.

**Background:** On March 13, 2012 the Town Commission supported this two year Tourist Board initiative paid for out of the Resort Tax fund. The potential to attract visitors to Surfside, knowing the affinity that people express for similar temporary installations elsewhere and the lasting memories they create, is the driving force behind the project. The public relations and marketing exposure continues to be invaluable and the visitor, resident and business community feedback has been overwhelmingly supportive. By locating the majority of the Turtles in the business district, a sense of excitement and novelty was created - not to mention a reason to visit and walk the district.

The Tourist Board has incorporated the turtle theme to the maximum level possible in all other events and promotions it has undertaken since inception. The Parks & Recreation Department have conducted events and activities around community environmental awareness and education. Ruth K. Broad Bay Harbor K-8 Center embraced this program wholeheartedly by including their own educational and environmental awareness components into their curriculum. Their Ruth the Turtle became part of a national healing process.

The program now enters its final phase with just six months to go.

**Analysis:** A year and a half ago it would have been difficult to predict the amount of construction that is now occurring in such a small area of Town and its implications on this initiative. Recently it has been necessary to move Turtles from the 96<sup>th</sup> St Park entrance as well as the 95<sup>th</sup> and 94<sup>th</sup> Street beach ends in order to ensure their protection from adjacent construction projects. These sculptures are now temporarily stored around the Town's municipal complex in multiple locations due to lack of space. The recently approved Harding Avenue Streetscape Project is now in its construction/implementation phase and this requires the movement of several Turtles.

The dilemma over moving the Turtles and where to place them is impacted by the Tourist Board's decision to sell some of the Turtles and allow the new owners to receive them prior to the program's end next year. This management and logistical challenge, that created a vacuum in the overall location and placement of the sculptures, required a new approach, even if it is only a temporary one, to successfully manage the initiative.

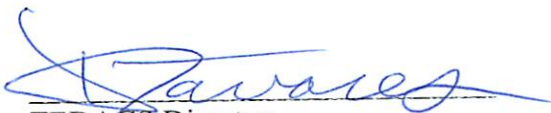
At their September 25, 2013 additional monthly meeting, the Tourist Board approved a plan to relocate the remaining Turtles to 93<sup>rd</sup> Street between Collins and Harding Avenues while directing the continuation of their sale and removal from Town (dependent on the new owners' requirements). The new location will at least ensure the continuation of the program by recreating a critical mass of sculptures for people to visit, view and appreciate. This street is also a more efficient place for monitoring their safety. In effect this stretch leading to the Community Center becomes Surfside's "Turtle Walk" and the marketing effort can take on a whole new dimension and fresh direction. However it is important to note that the continued sale of the sculptures will translate to a diminishing number of sculptures being in the Town and all marketing efforts will be less and less effective. The Board did not address the remaining issues at their October 7, 2013 meeting.

This item will continue to be brought before the Board at their monthly meetings through the end of this year so that they can address a plan for the remaining Turtles. Direction from the Board is sought on the following:

- Where to place the Turtles after the streetscape project is completed
- Should there be a charity collection while the sculptures are in place
- Should the remaining Turtles next year be sold as originally intended
- What marketing efforts does the Tourist Board envision for the remaining six months or longer (an item identified in the Five Year Tourism Strategic Plan).

**Budget Impact:** None.

**Staff Impact:** Existing staff implemented the change of location with each Turtle being cleaned and waxed. Staff will continue to manage the program under the stewardship of the Tourist Board.

  
TEDACS Director

  
Town Manager



**Town of Surfside  
Town Commission Meeting  
November 2013**

**COMMISSION COMMUNICATION ITEM MEMORANDUM**

***The GOOD GOVERNMENT Initiative***

**Title: “Public Corruption – When Will it End?”**

**I attended The Good Government Initiative “Community Conversation Series” last month. I thought to include the handout given to those in attendance. I took a few notes from each speaker:**

**Howard Rosen, Deputy Chief Assistant State Attorney, Special Prosecutions, Spoke of:**

**When will it [corruption] stop? It’s not going to stop...it’s ancient – going back to ancient Rome. The importance of shining a light on what appears to “just not sit right.” As to why so many elected / public officials are arrested... Greed and a sense of entitlement.**

**Wilfredo A. Ferrer, U.S. Attorney, Southern District of Florida, Spoke RE:**

**Pointed out that there exists a “culture of corruption.” Dealing with this is the “highest priority.” This culture of corruption “erodes trust” and “creates a culture of acceptance and apathy.” It dissuades those from entering public service. FBI has the largest “squad” here in the Miami office, with 11 Special Agents and 22 Task Force Officers. Miami is #1 with 781 defendants convicted.**

**Joseph Centorino, Executive Director, M-D County Commission on Ethics and Public Trust, Spoke RE:**

**Corruption is more than a law enforcement problem. Where does corruption come from? Elected officials: more of a reflection of ‘us’ than we may want to admit? A “Rotten Barrel vs. a Rotten Apple./?” The Public in disengaged and not involved – leaves the field open to the bad guys.**

**Joe Graubart, Commissioner**





*Community Conversation Series*

**Public Corruption – When Will it Stop?**

**October 17, 2013**

**Wifredo A. Ferrer**

*U.S. Attorney, Southern District of Florida*

Wifredo A. Ferrer was nominated by President Barack Obama and confirmed by the Senate on April 22, 2010 to serve as United States Attorney for the Southern District of Florida. As United States Attorney, Mr. Ferrer is the chief federal law enforcement officer for the District. Prior to his appointment as United States Attorney, Mr. Ferrer held the position of Chief of the Federal Litigation Section at the Miami-Dade County Attorney's Office.

Mr. Ferrer has a long career in public service. After graduating law school in 1990, Mr. Ferrer clerked for then-District (now 11th Circuit) Judge Stanley Marcus. Upon completing his clerkship, Mr. Ferrer joined the Miami law firm of Steel Hector & Davis in the fall of 1991. After three years in private practice, Mr. Ferrer returned to public service, first as a White House Fellow and Special Assistant to the Secretary of the U.S. Department of Housing and Urban Development (HUD), and later as Deputy Chief of Staff and Counsel to then Attorney General Janet Reno.

After five years at the Department of Justice, Mr. Ferrer returned to Miami in 2000 to become an Assistant U.S. Attorney. While at the U.S. Attorney's Office, he served in the Public Integrity and National Security Section, the Economic Crimes Section, the Major Crimes Section, and the Appellate Division of the Office. As an Assistant U.S. Attorney, Mr. Ferrer handled and tried numerous high profile matters, including international money laundering, health care fraud, narcotics, international human rights abuses, immigration, and firearms offenses.

During his career, Mr. Ferrer has been recognized as one of the Top Government Attorneys by both South Florida Legal Guide and Florida Legal Elite. In addition, he received the Attorney General's Medal in 2000, and Superior Performance and Special Merit Awards for his work as an Assistant U.S. Attorney.

Mr. Ferrer, a Miami native, received his undergraduate degree in Economics from the University of Miami, in Coral Gables, graduating first in his class. He then attended the University of Pennsylvania Law School, and graduated cum laude in 1990. Mr. Ferrer attended Hialeah-Miami Lakes High School, in Hialeah.

**Joseph Centorino**

*Executive Director, Miami-Dade County Commission on Ethics and Public Trust*

Joseph M. Centorino has served as the appointed Executive Director of the Miami-Dade Commission on Ethics and Public Trust since September 1, 2011. The Ethics Commission is an independent agency, formed under the Charter of Miami-Dade County, which exercises advisory and quasi-judicial powers. It is charged with the investigation of offenses committed by all county and municipal public officers and employees subject to the Miami-Dade County Code of Ethics.

Prior to his appointment to the Ethics Commission, Centorino served for twenty-five years as an Assistant State Attorney at the Miami-Dade County State Attorney's Office. During most of that time he held the position of Chief of the Public Corruption Unit, where he was responsible for the supervision up to eleven other attorneys in the largest public corruption prosecution unit in the State of Florida, dedicated solely to the investigation and prosecution of crimes committed by public officers and employees in the course of their official duties. He was also the lead trial prosecutor in numerous successful corruption prosecutions, including Mayors, County and City Commissioners, and other elected officials.

Mr. Centorino holds B.A. and M.A. degrees in Political Science from Tufts University and a J.D. degree from Boston College Law School. In his professional career before joining the State Attorney's Office, he served as an aide to former U.S. Congressman Michael Harrington of Massachusetts; as an Assistant District Attorney in Essex County, Massachusetts; in private law practice for several years; and also served four terms as a City Councilman in his hometown of Salem, Massachusetts.



Mr. Centorino has served on the Professional Ethics Committee of the Florida Bar and as instructor of Professionalism & Ethics at Florida International University Metropolitan Center. He has lectured extensively to government officials, and at universities and public forums in the areas of public corruption and government ethics, police internal affairs, the Florida Sunshine and Public Records Laws, election law and legal ethics.

### **Michael Putney**

*Senior Political Reporter, Local 10*

Michael Putney joined Local 10 in 1989 as a senior political reporter and host of "This Week In South Florida with Michael Putney," a position he still holds. Michael also writes a semimonthly column on politics for *The Miami Herald*.

Michael was born in New York City, spent his early years in St. Louis, and when he was 14 years old, he moved with his family to Berkeley, Calif. Following graduation from Berkeley High School, he attended Deep Springs College in California. After two years, he entered the University of Missouri and received a BA in English Literature. He later completed course work toward a master's degree at the University of Missouri.

Michael began his career in broadcast journalism in 1966 while a graduate student, first as a radio reporter and then as a news director at KCGM in Columbia, Missouri. He transferred to KFRU radio and was quickly promoted from assistant news director to news director. Between newscasts, he worked for *The Columbia Daily Tribune* as city editor.

In 1970, Michael moved from the Midwest to Washington, D.C. There he worked for *The National Observer* -- the first two years as general arts writer, then five years as general assignment reporter and national feature writer. A promotion to West Coast bureau chief in 1976 took Michael to Los Angeles. When the *Observer* closed in 1977 he worked in New York for *Time Inc.*, then *The Miami Herald* lured him to Florida to write for its Sunday magazine, *Tropic*. He later wrote a column for the paper.

In 1981, Michael returned to broadcasting, this time in television. At WTVJ in Miami, he reported on a wide variety of stories but with a heavy emphasis on government and politics. In 1986, he became weekend co-anchor. By the late '80s, Michael Putney had achieved "most valuable reporter" status in the South Florida broadcast community. Michael's superior reporting skills have won him two Emmys. The State Supreme Court also appointed him to the Florida's Judicial Management Council.

Michael enjoys spending time with his wife Marta, his daughter Mia, and two dogs: a quirky cocker spaniel named Zoe and pug puppy named Tallulah -- Tula, for short.

### **Howard Rosen**

*Deputy Chief Assistant State Attorney, Special Prosecutions, Miami-Dade County State Attorney's Office*

Howard Rosen is the Deputy Chief Assistant State Attorney for Special Prosecutions at the Miami-Dade County State Attorney's Office, where he has supervisory responsibilities over all Public Corruption, Organized Crime, Narcotics, Gang, and Insurance Fraud investigations and prosecutions.

Since 2010, Mr. Rosen has also been the Division Chief of the Organized Crime and Racketeering, Narcotics, and Insurance Fraud Units of the Miami-Dade County State Attorney's Office. He is responsible for the supervision of investigations and prosecutions of drug trafficking organizations, money laundering, gambling organizations, theft rings, pill mills, cargo theft, insurance fraud rings, threats to judges and prosecutors and elected officials, and murder solicitations. He supervises and reviews cases involving electronic surveillance and racketeering prosecutions.

Prior to that, Mr. Rosen was an Assistant State Attorney in the Public Corruption Unit, where from 1994 through 2010 he was responsible for conducting the investigation and prosecution of crimes committed by elected officials and public employees in the course of their duties. Subjects of such investigations conducted by Mr. Rosen have included mayors, county commissioners, police officers, federal agents, medical examiners, city managers, fire chiefs, and school board employees.

Mr. Rosen holds a B.A. degree from Emory University and a J.D. degree from the University of Miami School of Law.



Mr. Rosen joined the State Attorney's Office under then State Attorney Janet Reno in 1985. Prior to focusing on *Public Corruption* matters from 1994 through 2010, he was in what was then the combined Organized Crime/Public Corruption Unit from 1991 through 1994. He was a Division Chief in the Felony Division from 1989 through 1991, where he prosecuted Homicide and Sexual Battery cases, as well as supervised Assistant State Attorneys in the Felony Division. Prior to that he was assigned to the Sexual Battery Unit, where he investigated and prosecuted complex Sexual Battery cases, including crimes committed upon children.

Mr. Rosen was involved in the criminal voter fraud cases arising out of the 1997 mayoral election in the City of Miami, which led to the overturning of the election due to widespread absentee ballot fraud, as well as the prosecution of Miami-Dade County Commissioner Miriam Alonso. Mr. Rosen was the lead prosecutor in a six month trial involving six co-defendants charged with Racketeering who were members of an organization that utilized police officers to conduct theft of narcotics and money from drug traffickers. This was reportedly the longest criminal trial ever in the Eleventh Judicial Circuit.

Mr. Rosen has special knowledge in the areas of electronic surveillance, computer crimes, and complex racketeering cases.

Mr. Rosen is on the Recruiting Committee of the Miami-Dade County State Attorney's Office. He is also on the team of Assistant State Attorneys who respond to and investigate police shootings. He has presented to government officials, and at universities and law enforcement seminars in the areas of public corruption, evidence, ethics, sexual battery prosecutions, and police internal affairs investigations

### **Katy Sorenson**

*President and CEO, The Good Government Initiative*

Katy Sorenson is the Founder, President and CEO of the Good Government Initiative at the University of Miami, a program to educate elected officials at the state and local level in the issues of governance.

From 1994 to 2010, Sorenson represented District 8 on the Miami-Dade Board of County Commissioners. Her district included more than 170,000 residents of diverse backgrounds, three cities and a significant portion of the agricultural lands of the County. As a commissioner, she was an advocate for: equality for all residents, the environment, regional cooperation, child welfare issues, and the arts. Her proudest achievements were defeating plans for an ill-conceived airport at Homestead Air Reserve Base, a site located between Everglades and Biscayne National Parks, and sponsoring and passing an amendment to the Human Rights Ordinance which guaranteed civil rights to gay and lesbian citizens.

Sorenson was often recognized for her excellence in office, receiving numerous awards for her work, including the first ever Marjory Stoneman Douglas Environmental Award from the Friends of the Everglades.

She served as Vice Chair of the Commission from 2002-2004, was on the executive committee of the South Florida Regional Planning Council, and was Chair of the South Florida Regional Transportation Organization. In 2004, she attended Harvard University's Senior Executive Program in State and Local Government at the Kennedy School of Government, which provided inspiration for the Good Government Initiative.

Sorenson has a Bachelor's degree in Social Work from the University of Wisconsin, Milwaukee and a Master's Degree in Social Work from the University of Wisconsin, Madison. She served as a legislative aide to Illinois State Senator Dawn Clark Netsch and as the executive director of California Women Lawyers Bar Association. She is married to Janis Dzelzkalns, M.D. and they have two adult children, Emma and Arnie.

**Sponsored by:**



**Northern Trust**





**Town of Surfside  
Commission Communication**

**MEMORANDUM**

**To:** Mayor and Members of the Town Commission  
**From:** Michael P. Crotty, Town Manager  
**Date:** October 30, 2013  
**Subject:** Contracted Services

---

At the October 8, 2013 Town Commission meeting, the following motion was approved by the Commission:

**Commissioner Kligman made a motion to direct the Town Manager to prepare an analysis of current contracted services we have with CGA as well as related services such as planning, IT and the like, with a summary. The Town Manager is to also include the Administration's recommendations as to how to move forward. This should be presented to the Commission for review two weeks prior to the November Commission meeting. The motion received a second from Commissioner Graubart and all voted in favor.**

**A. SERVICES PROVIDED BY CGA**

Following the October 8 meeting, Staff initiated an analysis of current contracted services provided by CGA. Attachment I to this report contains a summary of the Staff input on the specific contractual services provided by CGA and the monthly/yearly costs of these contracted services.

To assist the Commission in determining how to proceed, the following, in addition to the Staff analysis/input in Attachment I, is offered:

**1. Community Development/Planning Services**

- a. The specific duties/tasks for these two functions have remained essentially the same since the agreement was approved in 2007. However, during this six year period, issues associated with development and planning have increased significantly. Total contract base price for Community Development/Planning Services in 2007 was \$150,000 and the current (2013) contracted base price is \$153,049.86. Considering inflation, 2013 costs are

less than the fees contained in the 2007 original agreement. [Note: there is a 3% annual increase provided in the contract on the contract anniversary date]. However, it should be noted that these are base continuing service contract prices and CGA received other fees through work authorizations for additional services from contract inception to present.

b. Whether the Commission decides to retain the services of CGA for Community Development/Planning Services or prepare an RFP, consideration should be given to revising the expansion of scope of services to include additional Town Hall support services from the Community Development Director/Planner. With the substantial increase in development and the necessary day-to-day coordination associated with development projects, a unit price (either hourly or daily) to have a qualified professional available should be requested. Initial discussion has focused on having an “in-house” professional 1 ½ - 2 days per week.

Are such additional services necessary? In addition to the obvious increase in development activity, the sophistication and demands required by the Town to ensure quality, infill development for the approved development projects require the coordination of a professional community development director. This person must understand all aspects of a development project (planning, permitting, construction, financial, aesthetic, etc.) and be able to coordinate among Town departments and the development community.

To gain a better understanding of these complexities, critically review Attachment II which contains the tracking schedule for development activities associated with the development of the Surf Club/Four Seasons Hotel. Each function/activity is assigned to a lead department/individual; however coordination is needed among multiple departments to ensure compliance with the terms of the development agreement. Attachment II details the numerous requirements that need to be coordinated among the various departments to ensure full compliance and a quality project. An investment of an additional 12-16 hours per week of community development director services is an initial estimate to meet this demand.

## **2. Information Technology (IT)**

There was consistent Staff support for continuing the IT function through a contractual relationship [i.e. fulltime 40 hour per week professional with adequate additional staff from the contracting firm to cover in the absence of a 40 hour per week IT professional. Plus a support team of advanced IT specialists to assist with major issues/problems. Due to public safety services, 24/7 response/assistance should be required as part of the IT contract]. The current annual fee of \$77,020.04 (for general Town and Police Department) plus \$200 for each televised meeting is reasonable. For this fee, the Town receives a fulltime 40 hour per week employee (with a fill-in on days the assigned CGA contract employee is not available) plus 24 hour support from a technical team of CGA IT professionals to assist with extraordinary issues. How would this compare with this function being provided by a fulltime Town employee? The following is a breakdown for the annual cost of a fulltime IT employee:

Salary	\$60,000
<u>Benefits (27.28%)</u>	<u>\$16,368</u>
Annual Cost	\$76,368

If the Town selects the option of a fulltime employee, it would be necessary to determine the additional cost of providing service when the employee is on vacation/sick leave; securing additional/advanced technical IT support when necessary; additional training/staff support for Channel 77; etc. An ultra-conservative estimate for these additional support services would be 25% of the annual cost (estimate: \$15,000).

### **3. Community Services/Engineering**

Based on Staff review, the existing contractual services provided meet the needs of Public Works and other Town departments.

**[Note: In addition to the Commission direction regarding contract services provided by CGA, two other contractual services issues currently need to be addressed. First, the FY 13/14 budget includes a \$15,000 allocation for grant writing services. Second, the 2010 resolutions selecting four firms for architectural services and six firms for general engineering; structural, geotechnical and traffic services have expired. Logically, any request for contractual services should include these items due to the staff time involved in undertaking an RFP].**

### **B. GRANT WRITING SERVICES**

In order to proceed with securing grant writing services, a Request for Proposal has been prepared and is included in Attachment III to this report. Procedurally, an RFP for grant writing services could be a stand-alone RFP or be included as a part of an RFP for other services including community development, planning and IT if the Commission should decide to authorize such an RFP. There are firms that provide a myriad of professional services to municipal clients that include these varied disciplines.

### **C. ARCHITECTURAL AND ENGINEERING SERVICES**

Attachment IV contains the expired resolutions for architectural and engineering services. These resolutions were approved in November 2010. Solicitations for these services must follow the Consultant's Competitive Negotiation Act (CCNA). The Town followed these statutory procedures when selecting the firms listed in the resolutions for architectural and engineering services. The Town Attorney's office advised that they were involved with the 2010 selection and will assist in preparing the necessary documents to meet CNNA requirements.

This process should include a focused solicitation (or a reservation of rights to do a separate RFP) for architecture/engineering services for the expansion/second story of the Community Center. An option to consider is “design-build” as this project lends itself to such an approach. The Community Center project will require both architectural and engineering services plus an outreach component to plan/design the expansion.

## **D. CONCLUSION/RECOMMENDATIONS**

### **1. Services Provided by CGA**

#### **a. Departmental Service Assessment/Analysis Summary**

- Existing services (IT; Planning and Zoning; Community Development Director, and Community Services/Engineering) are being provided in an efficient, quality and responsive manner and with few exceptions to meet department needs. High level of satisfaction.

#### **b. Financial Considerations**

- From a financial viewpoint, costs for IT services are clearly an investment with a high level of return/benefit for the Town.
- The intensity and demand for Planning and Zoning and Community Development Director services have increased significantly since 2007; but factoring in inflation, Town costs are less today than the first year of the contract.
- Community Services/Engineering costs appear reasonable (\$5,780 per month) but have not had an opportunity for more in-depth analysis.

[Note: CGA’s role on capital projects is currently limited to the Seawall project and completion of the water/sewer/storm drainage project. Also, CGA is involved with the ongoing Biscaya Drainage project which will be presented to the Commission on November 12th. Finally, the FY 13/14 budget contains funding for CGA to coordinate the Enterprise Resource Planning (ERP – systems integration of internal and external management of information across the entire Town organization). This process will be placed on hold until final direction is provided regarding IT services going forward].

#### **c. Corporate Knowledge**

In September, a report was submitted to the Commission entitled “First 120 Days and Strategic Objectives”. During my first days as manager, it became apparent that due to the relatively short tenure of several department heads and key management personnel and existing vacancies in department head positions, a strategic objective was included in the report that addressed the need to develop a cohesive management team in order to increase efficiency and “corporate knowledge” thus avoiding turnover in key positions.

Specifically, since 2010, the Town has had 2 Finance Directors; 3 Public Works Directors; 3 Building Officials; 2 Town Clerks and 3 Town Managers. Stability in



management positions is a key component of a successful municipal operation and provides the necessary “corporate knowledge” to keep operations moving smoothly.

In addition to the highly satisfactory review by departments in their Service Assessments/Analysis, CGA contract employees provides the “corporate knowledge” and Town experience that has significantly assisted the Town through transitions in key management personnel and the major projects/developments either in progress or planned.

Sarah Sinatra Gould is the primary CGA representative for Community Development and Planning and Zoning. Her experience over the last 6+ years with Town Codes and Comp Plan provides for continuity in plan review for developments. Town committees/boards have shared with me their appreciation for her service and highly respect her ability and expertise. I have observed Sarah’s ability to work effectively yet protect the Town’s interest when dealing with the development community. I have relied heavily on her “corporate knowledge” and guidance in getting up to speed on planning and development issues. Equally important, is the professional CGA team of planners and professional engineers (urban and graphic designers; traffic; landscape, etc.) that are a resource with the “corporate knowledge” and professional expertise that is only a phone call/email away. The consistency of the services supporting community development and planning/zoning has provided a smooth transition for our new building official.

Jose Feliz heads up CGA’s IT effort and is universally liked by Staff, Commission and the public. The IT function runs well because it is well run. In addition to Jose, the contractual relationship with CGA provides fill-in anytime Jose is not available and there is a 24/7 professional support team. And as reported previously, the annual cost is most reasonable.

Community Services/Engineering support by CGA again fills the void of lack of “cultural knowledge” as our new Public Works Director has less than five months in the position as Director of a complex public works/utilities/capital projects operation that is not typical of a town of 5000 residents. Chris Giordano and Bob McSweeney are the CGA staff professionals that provide general day to day engineering services relating to streets, storm water, water, sewer and general public works. They take the lead on permitting issues; utilities compliance and coordination with Miami-Dade, DERM/RER, FDEP, Miami Beach, etc.; and more importantly make Surfside their top priority whereby they are available and respond to any emergency issue irrespective of when it occurs; and clear their schedules to attend a meeting as the Town’s representative (many times with less than 24 hour notice).

d. Recommendation on CGA Services

1. Based upon the information contained in this report and the request of the Commission to include the Administration’s recommendations as to how to move forward, it is recommended that the existing relationship with CGA be retained for IT; Community Development/Planning and Zoning; and Community

Services/Engineering and that an RFP be authorized for Engineering; Architecture and Grant Writing services.

2. The above recommendation is offered based on overall assessment of our organizational current needs and effectiveness of the Town's service delivery. It is evident that from a review of previous meeting and minutes which occurred prior to my employment with the Town and recent discussions, that certain issues exist in the business relationship between the Town and CGA. These issues must be addressed and resolved in order for the above recommendation to fully benefit the Town. If the relationship issues are not adequately resolved, then the above recommendation should be cautiously considered.
3. Staff awaits direction from the Commission and is committed to implementing whatever action is authorized.

**2. Grant Writing Services** – authorize the advertisement of the Request for Proposal contained in Attachment III. Timing of the advertisement is contingent upon Commission direction regarding services provided by CGA.

**3. Architectural and Engineering Services** – authorize the advertisement for architectural and engineering services pursuant to the consultants competitive Negotiation Act and include a focused solicitation for architectural/engineering services for expansion/second story of the Community Center. The timing of the advertisement is contingent upon Commission direction regarding services provided by CGA.

ATTACHMENT I	Summary of Department Input
ATTACHMENT II	Surf Club Development Tracking
ATTACHMENT III	Grant Writing
ATTACHMENT IV	Resolutions (Architectural/Engineering Services)

MPC/drh

**Date: October 30, 2013**

**Subject: Summary of Departmental Input - - CGA Services**

**A. Community Development Director**

1. Services: Calvin Giordano and Associates (CGA) shall provide a Community Development Director to the Town of Surfside which shall be responsible for providing the following services:
  - Provide information to the general public as it relates to all land development activities within the Town
  - Provide information to builders and developers as it relates to policies and procedures within the Town relative to land planning within the Town
  - Oversee the development, maintenance and updating of land use and zoning maps as required by local and state agencies
  - Attend all staff meetings, all Town Commission meetings and any workshops, at which attendance by CGA is deemed necessary by the Town Manager; attend all County and State agency meetings and forums as required by the Town Manager; and report back to the Town Manager regarding meeting agendas, goals and any relevant discussions.
  - Supervise and coordinate the building permit process with respect to zoning and fire marshal review
  - Develop, establish and supervise the system for the issuance of certificates of use and occupational licenses
  - Act as liaison between the Town, County, South Florida Regional Planning Council and State Department of Community Affairs
  - Develop policies and procedures regarding all planning and zoning activities; and develop schedules and timeframes for processing all land development activities (including, but not limited to rezoning)
  - Provide information to the Town Manager and Town Commissioners on all relevant and applicable planning issues
  - Provide all internal support services attendant to the above
  - Perform any and all related services required by this position
2. Cost
  - Fixed Fee: \$7,337.12 per month/\$87,724.89 per year
3. Staff Analysis/Input
  - a. Parks and Recreation
    - Engineering and technical support in developing or researching capital improvements.
    - Are service levels adequate to meet department needs? Yes
    - Over the past 6 years it's been beneficial to have options within a firm for assistance.

b. Code Compliance

- More involvement/coordination of building permits to ensure compliance with set-backs/property line issues.
- Retain on contractual basis.

c. TEDACS

- Over the past 5 years, I have relied on this position to answer and assist on a variety of issues and challenges relating to Surfside's downtown revitalization and the new hotel developments. I have also worked with this position on improving the Town's Certificate of Use process. Information and an understanding of the Town's zoning codes as it relates to downtown initiatives and community projects such as the Community Garden and Dog Park have also been provided. Assistance with action items and presentations to DVAC is ongoing. I am utilizing the scope of this position's resources for a poster project on sustainability.
- Are service levels adequate to meet department needs? Yes. The ability to provide information and support in a timely manner is exceptional. An RFP should highlight the need for a diverse and holistic approach/resource to the Town's needs both present and future (unknowns).
- Any future service needs over the next 3 years? As the community tackles development and enhancements over the next few years, this position will become ever more invaluable. The Town will be challenged in managing the changes yet to come – the Harding/Collins corridor, parking structure, redevelopment of downtown.
- The varied questions and challenges that occur are answered succinctly and efficiently due to the network of resources that accompany the contractual position. I have confidence that my requests will be met in a timely matter so that I can accomplish my duties. I also have a sense that this position (and all that back it up) is part of our team. There is a spirit of cooperation and an institutional knowledge that is invaluable at present. My concern would be losing a varied resource if this one position was brought in-house. Any new contractual service should have, at a minimum, the ability to use multiple resources to assist the Town.

d. Building Department

- Oversees the development maintenance and updating of land use and zoning maps. Acts as liaison with a number of entities including State and development community; develop procedures, schedules and timeframes for processing land development activities; provides information to the Town Manager and Town Commission on all relevant planning issues.
- Are service levels adequate to meet departmental needs and identify areas to be addressed over the next 3 years? Identify and maintain a software solution to integrate the functions of building code enforcement and public works enhancing the access to information between them; accomplish the task of imaging plans
- Identify the need for coordination assistance regarding the CDD to provide information to the general public on development activities or to builders and

developers. No coordination or supervision of building permits process, C/U's or occupational licenses. Also update future land use and zoning maps.

- Retain on contractual basis.

## **B. Planning and Zoning Process**

### **1. Services**

- Provide all staff services for Planning and Zoning Review Process.
- Provide and maintain a zoning ordinance, related documents and make recommendations to the Town Manager regarding amendments to said ordinance.
- Provide and maintain a comprehensive plan and related documents.
- Perform any and all related services required for Planning and Zoning Services.

### **2. Cost**

- Fixed Fee: \$5,463.64 per month/\$65,324.97 per year

### **3. Staff Analysis/Input**

#### **a. Town Clerk**

- Assists department with required public notice; and provides staff reports and recommendations for agenda packets (Commission and Planning and Zoning).

#### **b. Code Compliance**

- Responds to code related questions on: intent; definition of terms; clarification of language; and application; Provide support at Town Commission as necessary; Work hand-in-hand on identifying code sections that need revision.
- Are service levels adequate to meet department needs? Yes. With code interpretation, support and cooperation. No – to sign code and other zoning issues that need code amendments and clarifications.
- Any future service needs over the next 3 years? Yes. Increase time staff is in Town Hall. Create more thorough and collaborative effort between Building, Code, Public Works and Planning and Zoning staff to create a policy and process to upgrade permitting requirements, application, fees, etc. Sign code revisions are a must.
- Continue to provide services on a contractual basis? The process works very well for code compliance at this time. Whether contractual or Town employed, more interactive time should be considered.

#### **c. TEDACS**

- Services provided: Reviews information on all projects related to downtown and hotel developments. Assist with DVAC questions and presentations as it relates to such items as Sign Codes, Awnings, etc. Assisted with the Streetscape project prior to implementation.
- Are services adequate to meet departmental needs? Yes. The ability to provide information and support in a timely manner is exceptional. An RFP should highlight the need for a diverse and holistic approach/resource to the Town's needs both present and future (unknowns).

- Future service needs over the next 3 years? Yes. An RFP should highlight the need for a diverse and holistic approach/resource to the Town's needs both present and future (unknowns).
  - Continue these services on a contractual basis? The varied questions and challenges that occur are answered succinctly and efficiently due to the network of resources that accompany the contractual position. I have confidence that my requests will be met in a timely matter so that I can accomplish my duties. I also have a sense that this position (and all that back it up) is part of our team. There is a spirit of cooperation and an institutional knowledge that is invaluable at present. My concern would be losing a varied resource if this one position was brought in-house. Any new contractual service should have, at a minimum, the ability to use multiple resources to assist the Town.
- d. Building Department
- Services provided: Provide for Planning and Zoning review, maintenance of zoning ordinance and related. Provide for all ordinance required planning and zoning services.
  - Are services adequate? Yes.
  - Continue these services on a contractual basis? The Planning and Zoning should be retained on a contractual basis as the present service provided is timely and supported by contractor staff.
- e. Finance
- Services provided: Capital Improvement Five Year Plan used for budget planning; reimbursement request of professional fees incurred by the Town from developers; information on proposed developments and/or proffers/developer contributions for budget planning.
  - Are services adequate? Yes.
  - Continue these services on a contractual basis? Yes. The Planning and Zoning functions should be retained on a contractual basis because: larger base of personnel resources form a company; and change of personnel is easier and faster.

## **C. Community Services/Engineering**

### **1. Services**

#### **a. Streets, Rights-of-Way and Facilities**

- Contract administration for maintenance of public rights-of-way, landscaping and irrigation systems to provide safe and comfortable common grounds for the residents of the Town.
- Contract administration for the construction, operation and maintenance of public facilities.
- Contract administration and coordination of sidewalk and streetlight maintenance for all public roadways to ensure safe passage throughout Surfside.
- Contract administration and oversight of the Town's solid waste/sanitation disposal operations.
- Recommend, develop and implement a capital improvement plan for the Town
- Provide contract administration and assist in seeking local, state and federal grants for improvements to public works within the Town.

- b. General and Municipal Engineering
    - Administer the Town's NPDES/Storm water Master Plan programs.
    - Manage traffic ways improvement projects/contracts implemented by the Town.
    - Oversee the operation and maintenance of water, wastewater and storm water utilities.
    - Perform related services as required by the Town Manager.
2. Cost
- Fixed Fee: \$5,180 per month/\$62,160 per year
3. Staff Analysis/Input
- a. Parks and Recreation
    - Assistance in developing long term goals for a 5 year Capital Projects Plan including cost estimates.
    - Existing procedure (contractual) has proved adequate and beneficial for Parks and Recreation.
  - b. Code Compliance
    - Services: provide drawings, maps and feedback on site plans, surveys and plat maps Supports code on determination of R-O-Ws and public/private boundaries.
    - Are services adequate to meet departmental needs? Could be improved. Plat maps need to be updated and detailed R-O-W maps as well, specifically showing easements, R-O-W lines, etc.
    - Not important as long as staff is accessible and spends time at Town Hall when needed.
  - c. TEDACS
    - Services provided: Addressed such projects as the seawalls at street ends when the concept of passive parks (landscaping) was first discussed. Input on the construction of the Community Garden and Dog Park located at former pump station locations. Liaison with the Community Center construction to address the needs and wants of the Tourist Bureau and Board. Provided services related to the initial phase of the Harding Avenue streetscape project.
    - Are services adequate to meet departmental needs? Yes. The ability to provide information and support in a timely manner is exceptional. An RFP should highlight the need for a diverse and holistic approach/resource to the Town's needs both present and future (unknowns).
    - Future service needs over the next 3 years? Yes.
    - Continue these services on a contractual basis? The varied questions and challenges that occur are answered succinctly and efficiently due to the network of resources that accompany the contractual position. I have confidence that my requests will be met in a timely matter so that I can accomplish my duties. I also have a sense that this position (and all that back it up) is part of our team. There is a spirit of cooperation and an institutional knowledge that is invaluable at present. My concern would be losing a varied resource if this one position was brought in-house. Any new contractual service should have, at a minimum, the ability to use multiple resources to assist the Town.



**d. Public Works**

- Services: Provides department with services for engineering, permits from other agencies (FDOT, FDEP) and project management for larger projects within the Town. Assistance with water, sewer and storm water issues including planning, compliance, reporting and maintenance. Excellent day to day resource.
- Are services adequate to meet departmental needs? Yes.
- Future service needs over the next 3 years? Existing services agreement is adequate to meet current and short term departmental needs.
- Continue these services on a contractual basis? Yes. However continue to monitor on an annual basis.

**e. Finance**

- Services: Grant writing and monitoring; State Revolving Loan Fund request for loan proceeds process assistance; financial closeout of the water/sewer/storm water drainage project; approval of construction payments to contractors; oversight/assistance with Town capital projects cost estimates for budget planning; rate studies for solid waste, water/sewer/storm water.
- Are services adequate to meet departmental needs? Yes.
- Future service needs over the next 3 years? Rate studies for residential/commercial solid waste, water, sewer and storm water.
- Continue these services on a contractual basis? Yes. Community Services/Engineering function should be retained on a contractual basis: larger base of personnel and knowledge from a company; larger resources on complex issues; and always available staff, no staff down time.

**D. Information Technology (IT)**

**1. Services:**

**a. General Information Technology Services for Town of Surfside End-Users and Police Department**

- One On-Site Full-time IT Support Technician
  - Forty (40) hours per week, 8:00 am – 5:00 pm, Monday through Friday, excluding holidays
  - Additional levels of support will be provided in an as-needed basis. Additional levels of support may include Technology Director or network Manager to address tasks that require a higher level of expertise
  - Additional coverage for new Police Department services will be performed remotely or on-site, whichever is most efficient or effective to resolve issues swiftly. Support staff will have the level of expertise required to complete the task
- Maintain current inventory of all Town owned computer and network
- Maintain current inventory of all Town owned software licenses
- Identify network vulnerabilities and present solutions to the Town Manager
- Monitor/Support Firewall
  - Monitor VPN clients for mobile laptops
- Converting documents for Website posting

- Providing specs and ordering computers and other devices
- Channel 77
  - Monitor SCALA system used to post Town related announcements
  - Post and remove Town announcements as directed by Town staff
- b. End-Users/Desktop Support
  - Create/Delete user account on network
  - Change/Reset user passwords
  - Troubleshoot all computer related issues
  - Perform desktop Operating System updates and hot fixes using recommended software
- c. File Backup
  - Backup network shared files to include off-site storage and tape retention
  - Perform backups on all network related files
  - Monitor/Support tape backup device
- d. Network File Sharing
  - Monitor/Support network sharing on server
  - Train users on proper file sharing methods
- e. Network Print Sharing
  - Configure all printers for network pining
  - Install network printers on user workstations
  - Troubleshoot printing issues
- f. Email
  - Monitor/Support exchange server email accounts
  - Monitor email archiving for compliance with State retention requirements
  - Monitor/Support exchange server
- g. Procurement
  - Assist the Town on all technology purchases as approved by the Town Manager
- h. Policy
  - Implement defined security policies for all Town staff internally and remotely
- i. Broadcasting
  - Perform duties related to recording events for broadcasting
    - Broadcasting Services to be charged at \$200 per event
  - Deliver recordings on media to upload on Town's website
  - Monitor/Support broadcasting equipment
- j. Technology Services Not Provided to the Town under this Contract

- Support on FDLE server o any law enforcement related computer or software equipment that requires special certification
- E911/DMS system support
- IT services beyond the Town's normal hours of operation. Normal hours of operation determined to be 8:00 am to 5:00 pm, Monday through Friday, excluding holidays
- Software development
- GIS support

## 2. Cost

- Fixed Fee: \$4,420.41 per month/\$52,851.80 per year (General Town IT Services)
- Plus \$200 per live televised event
- Fixed Fee: \$2,021.38 per month/\$24,168.24 per year (Police Department)

## 3. Staff Analysis/Input

### a. Human Resources

- Services: Creates/deletes and forwards user accounts; changes/resets passwords; configures printers; archives data; updates desktop and laptops; assists with VPN connection; orders computers, laptops, printers and scanners; assists with any computer, printer or scanner issue
- Are services adequate to meet departmental needs? Yes.
- Continue these services on a contractual basis? The IT functions should be retained on a contractual basis. The cost for this service is extremely reasonable being that the job functions are being done with not one of staff but the Team and the Team's expertise level varies. If we were to hire an employee, we would need 2 – 3 people to cover when one is out sick or on leave and for the overtime.

### b. Town Clerk

- Services: Broadcast and record all public meetings; assist with all public record requests relating to electronic files; sets up Chambers with microphones and/or any equipment needed; convert all meetings for website posting
- Are services adequate to meet departmental needs? Yes.
- Future service needs over the next 3 years includes Commission meeting video indexing.
- Continue services on a contractual basis? An in-house IT employee would not be cost effective to the Town. The Town would be responsible for providing health benefits, overtime and other expenses. Currently IT has backup in case of troubleshooting whereas an in-house person would not.

### c. Parks and Recreation

- Services: Day to day operations assistance of the new software system provided by Parks and Recreation and Rec Trac. Day to day services to meet the audio and visual needs of the Community Center and Parks and Recreation.
- Are services adequate to meet departmental needs? Should consider whether IT staffed by one person is adequate Town wide for day-to-day IT services.
- Continue services on a contractual basis? I started with the Town of Surfside just under 10 years ago and at the time, the IT department was run in-house and poorly. Since the IT department has been contracted out, there has been a tremendous growth. in the Town's overall ability to reach out to the residents

through its web services and the ability to train incoming staff on the latest and functional IT services available

d. Code Compliance

- Are services adequate to meet departmental needs? Suggested enhancements/improvements include addressing issues with access to Network (Z-Drive); printers and failures of email (outgoing and incoming). Strive to add program specific training for staff or include program specific troubleshooting for Word, Excel, and PowerPoint. Provide recommendations and comparisons on programs, equipment (printers, laptops, etc.) that would best suit our needs.
- Should services be retained on a contractual basis? As long as there is IT staff onsite on a daily basis, whether contractual or Town employed, should suffice.

e. TEDACS

- Services: Hardware maintenance and repair (computers, phone, copier); software upgrades and training; assisting with broadcasting of meetings and audio/visual; website coordination with video streaming, etc.; collaboration on Channel 77; provides timely information and recommendation regarding IT challenges.
- Are services adequate to meet departmental needs? Yes.
- Future service needs over the next 3 years? ERP, website modification and adaptability for mobile applications; apps and how they relate to all other electronic components of the communications vehicle; managing enhanced Channel 77 content.
- Continue services on a contractual basis? Contractual based on the breadth and scope of present and future demands. One in-house person may not be able to fulfill all of the Town's needs.

f. Police

- Services: Works with Florida Department of Law Enforcement, Miami-Dade County Communications, and USA Software on issues with software licenses, radio and telephone problems, computer aided dispatch and the records management systems.
- Recovers tapes from dispatch, telephone, and security camera systems.
- Assists with the Criminal Investigations Unit on technical investigations and recovery of evidence such as video and photographs from off site locations
- Assists the Chief's Office on internal investigations involving technical issues
- Assists the Chief's Office on crime prevention initiatives such as the automatic license plate readers and business security cameras.
- Are services adequate to meet departmental needs? Yes.
- Future service needs over the next 3 years? The Police Department needs to stay current with up to date technical systems. The Department does not have its own personnel to maintain and support the current computer aided dispatch, records management, patrol laptop, and communications systems in place. The Department needs to have an expert in place and available 24/7 to address public safety issues. Over the next 3 years, these systems will need to be updated.
- Continue services on a contractual basis? IT should be retained on a contractual basis. It is more cost effective, provides additional support and expertise, provides a backup personnel for vacations and sick time, and is available during off hours and weekends which is required for the police 24/7 staffing.

**g. Building Department**

- Services: Contractor provides account and network assistance and troubleshooting of software issues.
- Are services adequate to meeting departmental needs? Yes.
- Future service needs over the next 3 years? Provide imaging support for plan scanning.

**h. Finance**

- Services: Troubleshoot all computers, printers and telephones in Finance and all departments; assistance and recommendations on computer equipment specifications and pricing for budget planning; works with SunGard (finance programs/modules)
- Are services adequate to meet departmental needs? Yes. The Information Technology services are very comprehensive and meet the Finance Department needs; excellent services are provided to Finance and to all departments.
- Future service needs over the next 3 years? An RFP is not recommended for the IT services; if an RFP is to be issued then include an option for web services pricing to compare with eCity Services web service.
- Continue these services on a contractual basis? The IT function should be retained on a contractual basis: larger base of personnel and knowledge from a company; larger resources; always available staff, no down time of staff.



**Property:** Surf Club - 9011 Collins Avenue

**Resolution No.:** 13-Z-\_\_\_\_\_

**A. Agreed Upon Conditions**

Department	Condition	Due Date/Timeframe	Date Completed
Planning	All signage shall be submitted, reviewed and approved under a separate application for review by the PZ prior to the issuance of a Certificate of Occupancy.	Prior to the issuance of a Certificate of Occupancy.	
Administration	The Rooftop common area pool on the roof of the center building on the east side of Collins Avenue shall be limited to the following hours of operation: dawn to 9 p.m.	Ongoing	
Building	Live, amplified music shall be prohibited outdoors. Recorded music no greater than 75 decibels shall be allowed from 11:00 a.m. to dusk. This shall be reviewed through the Conditional Use application.	Ongoing	
Public Works	A bond or equivalent amount of cash shall be posted to replace public property damaged during the construction of the project. The final determination regarding what property shall be replaced will be in the reasonable determination of the Director of Public Works. The Director of Public Works and the Building Official shall determine the amount jointly. The bond or cash equivalent shall be posted prior to the issuance of the building permit.	Ongoing and Prior to Issuance of Building Permit	
Planning/Building	The Applicant shall provide a chain link construction fence with a windscreen, as required by the Town Code. The windscreen shall display a rendering of the project. Applicant shall use common construction practices to minimize vibration and noise during construction of the project.	Prior to Issuance of Building Permit	
Public Works	The Applicant shall meet all requirements of the Department of Public Works for trash containers prior to the issuance of a building permit. The	Prior to Issuance of Building Permit	

Commitments and Conditions of Approval

Page 1 of 13





Department	Condition	Due Date/Timeframe	Date Completed
	service roll gates shall be at least 15 feet high and shall be of a decorative material to enhance the building.		
Public Works	The Applicant shall meet all requirements of the Department of Public Works and Miami-Dade County for water, sewer and storm drainage services.	Ongoing	
Public Works	The Applicant shall fund the cost of litter receptacles along Collins Avenue and litter receptacles along 91st Street and Harding Avenue in a quantity, design and location acceptable to the Department of Public Works. Cost and the design of the litter receptacles shall be determined by the Department of Public Works before issuance of the final certificate of occupancy.	Prior to issuance of the final certificate of occupancy	
Public Works/Building	A bond shall be posted to replace public property damaged during the construction of the hotel or currently in need of replacement. The final determination regarding what property shall be replaced will be the sole determination of the Director of Public Works. The amount of the bond shall be determined jointly by the Director of Public Works and the Building Official. The bond shall be posted prior to the issuance of the building permit.	Ongoing and Prior to Issuance of Building Permit	
Code Enforcement	The Applicant shall replace any dead or dying plant material within 30 days of its occurrence.	Within 30 days of occurrence	
Planning	The Applicant agrees to design the project as required by the LEED process upon final approval of the site plan by the Town Commission so that the project will be LEED Silver Certifiable. Determination that the building has achieved LEED Silver certification shall be made by LEED at the appropriate time, which may not be prior to issuance of a Certificate of Occupancy. Applicant shall make necessary changes during the course of its construction and prior to final determination by LEED to ensure that LEED Silver Certification is achieved but should the cost for such changes become excessive (defined as a cost which is 0.5% greater than the	Ongoing/Issuance of a Certificate of Occupancy	





Department	Condition	Due Date/Timeframe	Date Completed
	original permitted value plus any change orders), the Applicant shall not be required to make changes beyond this amount and the Applicant may apply for its Certificate of Occupancy at the completion of its construction. Subject to the above, the Applicant will continue to construct and commission the building otherwise in accordance with its LEED certifiable design. Should the cost become excessive as defined above and Applicant opts not to carry out further changes, the Applicant will pay any balance remaining out of the defined amount not already spent on changes during construction or commissioning, required to ensure the building remains LEED Silver certifiable into a Town fund to be used for Town-wide energy conservation programs.		
Administration	The words "Surfside" shall be included in marketing materials. The details shall be formulated six months prior to issuance of the Certificate of Temporary Occupancy. The Town of Surfside and the Applicant shall cooperate in the annual determination of marketing programs utilizing resort tax revenues.	Six months prior to issuance of the Certificate of Temporary Occupancy	
Administration	The Applicant shall feature businesses located in the downtown area of the Town of Surfside as a part of marketing information about the property in any room directory or similar information provided to guests.	Ongoing	
Administration	The Applicant shall provide an ownership declaration including the percentage equity for all members/partners owning more than twenty percent interest in the project 14 days prior to the Town Commission meeting for review of the site plan and conditional use applications.	14 days prior to the Town Commission meeting for review of the site plan and conditional use applications	
Building	The Applicant shall provide the Town with a detailed schedule for the construction of the project (the "Construction Schedule") within thirty (30) days of approval by the Town Commission. Failure to meet the stated achievement dates shall not be an excuse to not make any	Within thirty (30) days of approval by the Town Commission	



Department	Condition	Due Date/Timeframe	Date Completed
Finance	<p>payments due regarding conditions #s 20 (Tennis Center) #21 (91st Street underground and beautification) and #23 (Community Center).</p> <p>The average monthly resort tax payments received from The Surf Club for the 12 month period prior to the Town Commission's approval of the Development Order shall continue to be paid to the Town monthly from the time the Surf Club ceases to operate until the issuance of a TCO.</p>	12 month period prior to the Town Commission's approval to issuance of TCO	
Planning/Administration	<p>The Applicant shall provide a detailed traffic signal warrant analysis within 60 days of the reopening of 91<sup>st</sup> Street. Based on the outcome of this analysis, the Applicant shall fund in an amount not to exceed \$400,000, if necessary, a traffic signal at 91<sup>st</sup> Street and Collins Avenue.</p>	Within 60 days of the reopening of 91 <sup>st</sup> Street	
Administration	Any proffers and commitments made to the Town of Surfside shall be due when required as indicated in these conditions, and shall not change with ownership.	Ongoing	
Building/Administration	The Applicant shall design and build a lifeguard stand, subject to the review and approval of the Town, to be located east of the Surf Club in a mutually acceptable location and shall be completed no later than the issuance of the TCO; The Applicant agrees to contribute \$30,000 at the issuance of the TCO, \$20,000 twelve months thereafter and \$10,000 twelve additional months thereafter towards the operational cost.	At TCO	
Building/Administration	The Applicant shall contribute \$25,000 for improvements to the public Tennis Center no later than at the time of issuance of the TCO. Privileges will be provided to the Surf Club residents and guests as shall be determined by future agreement subject to Town Commission approval.	Prior to issuance of TCO	
Administration/Public Works	The Applicant shall contribute a total of \$500,000 for the undergrounding of utilities and associated landscape and streetscape improvements along 91st Street from Harding Avenue to Bay Drive. This commitment is contingent upon the Town Commission undertaking the project. Upon award of the construction contract by the Town, Applicant shall pay	Upon award of construction contract/Upon completion of project	





Department	Condition	Due Date/Timeframe	Date Completed
	\$250,000; upon completion of the project, Applicant shall pay the remaining \$250,000. The cost of the improvements to 91st Street between Collins Avenue and Harding Avenue required elsewhere in this agreement to be paid by Applicant are not a part of this \$500,000.		
Administration/Public Works	The Applicant shall fund a total not to exceed \$400,000 for the 90 <sup>th</sup> Street End Project that includes landscape and streetscape improvements from Collins Avenue to the 90 <sup>th</sup> Street beach access point. This project shall be completed prior to the issuance of the TCO. Applicant may contribute the \$400,000 either in cash or by performing the work or a combination of cash and performing the work. If applicant elects to contribute in cash, the funds shall be due upon award of the construction contract by the Town Commission.	Prior to the issuance of the TCO/ Upon award of the construction contract	
Parks & Recreation/ Administration	The Applicant shall contribute \$500,000 for the Town's Parks and Recreation Capital Infrastructure Program. Use of the funds shall be determined by the development and approval of a Parks and Recreation Capital Infrastructure Master Plan. Upon adoption of said plan, and determination by the Town Commission of which projects shall be funded in whole or in part by the Applicant's voluntary proffer, \$250,000 shall be paid to the Town's Parks and Recreation Capital Infrastructure Program. Six months thereafter, \$125,000 shall be paid to the Town's Parks and Recreation Capital Infrastructure Program, and six months thereafter, the remaining \$125,000 shall be paid. Notwithstanding the preceding payment schedule, the entire \$500,000 contribution shall be paid in full prior to the issuance of the first Temporary Certificate of Occupancy for the first new construction building completed.	Upon adoption of said plan/six months after adoption of plan/12 months after adoption of plan  Paid in full prior to the issuance of the first Temporary Certificate of Occupancy	
Planning/Building	The Applicant shall comply with all requirements contained in the Special COA #2012-25-S issued by the Miami-Dade County Historic Preservation Board on September 19, 2012, as the same may be amended from time to time.	Ongoing	



Department	Condition	Due Date/Timeframe	Date Completed
Planning	The Applicant shall provide a bond not to exceed two percent of the construction cost, as required by the Building Official.	Ongoing	
Finance	The Applicant shall reimburse the Town for any work performed by the Town resulting from the Applicant's need to provide water and sewer service along Collins Avenue, 91st Street and Harding Avenue. Any work necessary within the FDOT ROW shall comply with FDOT regulations.	Ongoing	
Planning/Building	The proposed market shall be a Gourmet Specialty Food Product Store, as defined by the following: a retail store that sells gourmet specialty food products. It may not offer money order and wire services, dry cleaning/laundry, photo processing, banking, ATM machines and pharmaceutical services. A specialty food product store must be a member of the National Association for the Specialty Food Trade or its successors in interest within two years of opening the store. Gourmet Specialty Food Products are defined as foods and beverages that exemplify quality, innovation and style in their category. Their specialty nature derives from some or all of the following characteristics: their originality, authenticity, ethnic or cultural origin, specific processing, ingredients, limited supply, distinctive use, extraordinary packaging or specific channel of distribution or sale. By virtue of their differentiation in these categories, such products maintain a high perceived value and often command a premium price. No sales shall be made through an open window to any street, driveway or sidewalk.	Ongoing	
Planning	The proposed spa shall be a first class quality spa and part of a Five Star rated Hotel. In the event this status is lost for any reason, the Applicant shall have two years to regain said status. If no cure is obtained during the two year term, The Applicant must then appear before the Town Commission for an extension or an adjustment to this requirement.	Ongoing	
Administration/Finance	In the event that the municipal resort tax authorized under Chapter 67-930, Laws of Florida, as amended by Chapter 83-363, Laws of Florida, is	Ongoing	





Department	Condition	Due Date/Timeframe	Date Completed
	further amended to make sales of spa treatments, services and products subject to the resort tax, or, in the event the State of Florida otherwise provides for collection of resort tax on sales of spa treatments, services and products, the Applicant agrees to collect and remit this tax.		
Administration/Code Enforcement	During peak hours defined as 10 a.m. to 6 p.m., there shall be a sufficient number of valets to assure no queuing exists on Collins and Harding Avenues and 91 <sup>st</sup> Street. Should there be special events; sufficient additional valets shall be added to minimize the impact on traffic.	Ongoing	
Planning	Gates shall be of a decorative material to enhance the building. Three months prior to TCO, Applicant shall submit for review and approval by the Town Manager an operating plan for ingress/egress to each parking facility.	Three months prior to TCO	

**B. Conditions to be Completed before Grade or Building Permits are Issued**

Department	Condition	Due Date/Timeframe	Date Completed
Legal	Applicant shall execute a recordable covenant running with the land, binding upon its heirs, successors and assigns, subject to the approval of the Town Attorney, which shall be recorded in the public records of Miami-Dade County, FL at its expense, which covenant shall require all developments having any tandem parking spaces to provide twenty-four (24) hour valet parking service.	Ongoing	
Public Works	All pedestrian features shall comply with the Americans With Disabilities Act (ADA), including but not limited to detectable warning features at driveway locations and be identified with details of ADA conforming handicapped ramps at the time of engineering permit.	Before grade or building permits are issued	
Public Works	The new sidewalk, curbs, and gutter along Collins Avenue and Harding	At time of Engineering	



Department	Condition	Due Date/Timeframe	Date Completed
	Avenue must be approved and permitted by FDOT. The new sidewalk and curb and gutter along 90 <sup>th</sup> Street must be approved and permitted by Miami-Dade County.	Permit	
Building	The Applicant shall comply with all applicable conditions and permit requirements of Permitting and Environmental Resource Agency (PERA), the Miami-Dade County Fire Department, the Water and Sewer Department, Department of Environmental Protection (DEP), the Florida Department of Transportation (FDOT) and any other applicable regulatory agency.	At Building Permit	
Building	The Applicant shall submit plans for the construction of an appropriate barrier between the construction site and adjoining properties in order to minimize blowing of sand and debris. The Applicant shall comply with the regulations of the Code of the Town of Surfside relating to construction site operations including construction fencing. The Applicant will use its good faith efforts to minimize vibration and noise during construction of the project.	At Building Permit	
Building	No building permits shall be issued (except for demolition, temporary power and construction trailers) unless the Applicant has submitted all documents required under this approval as of that date, in form and content subject to the approval of the Town Attorney and Town Manager, and shall have paid all professional and other payments required by the Code of the Town of Surfside to be paid as of that date, including but not limited to, the connection and development fees in accordance with Section 78-83 of the Code of the Town of Surfside, entitled "development fee imposed; time of payment" are paid. The Town acknowledges that the work required preserving the original Surf Club structure and/or the historic cabanas may be initiated earlier than the new construction. Should this occur, the cost of permits for that work shall be calculated separately and paid prior to initiation of work.	At Building Permit	





Department	Condition	Due Date/Timeframe	Date Completed
Planning	The Applicant shall present evidence of parking plan per agreement for the provision of off-street parking for construction workers during the period of construction of the approved project.	During construction	
Administration	The Applicant shall maintain an interactive website during construction and provide for a complaint/response mechanism for nearby property owners.	Ongoing	
Administration	The Applicant agrees to develop a job-training program designed to provide employment opportunities for Surfside residents who meet the requirements of the hotel and related services. The program will be provided to the Town Manager for review approximately three months prior to the issuance of the TCO. The Applicant agrees to the use of local vendors as reasonably possible.	Three months prior to the issuance of the TCO	
Administration	The Town Manager and/or his/her designee, in review of any application prior to the issuance of a building permit or thereafter if there are any material amendments to the site plan approval, may refer any such application presented to such engineering, planning, legal, technical or environmental consultant or professional(s) employed by the Town as the Manager shall deem reasonably necessary to enable him/her to review such application as required by law. Charges made by the Town shall be in accord with reasonable hourly rates made by such consultants or the hourly rates of employed professionals and shall be paid within thirty (30) days of submission of Town voucher.	Ongoing	
Finance	The Applicant shall furnish payment and performance bond, cash or letter of credit issued in a form and by a bank reasonably acceptable to the Town to ensure Applicant's performance of the public improvements pursuant to the site plan approval provided; however, if the Town has completed the improvements prior to the issuance of the CO, the Town shall be paid the sums due in cash immediately upon demand but no earlier than CO. Any such bond shall be issued by a surety having a minimum rating of A-1 in the Best's Key Rating Guide, Property/Casualty edition, shall be subject to the	At Building Permit	





Department	Condition	Due Date/Timeframe	Date Completed
	approval of the Town and shall include this legend: "This bond may not be cancelled or allowed to lapse until 30 days after receipt by the Town, by certified mail, returned receipt requested, addressed to: "TOWN MANAGER with a copy to: TOWN ATTORNEY, both addressed to: 9293 Harding Avenue, Surfside, FL 33154-309" of written notice from the issuer of the bond of its intent to cancel or to not renew." As improvements are made, the Town, within its reasonable discretion, may reduce or eliminate the bond amount. These rights reserved by the Town with respect to any construction bond established pursuant to this section are in addition to all other rights and remedies the Town may have under this Resolution, in law or in equity.		
Public Works	Proof of an FDOT permit shall be required prior to any work being performed within the Collins Avenue and Harding Avenue rights-of-way.	At Building Permit	
Public Works	Applicant shall have provided copies of approvals from MD-PERA for storm water, sanitary, sewer, and MD Public Health UNIT for water.	Upon submittal of Building permit	
Public Works	An irrigation plan shall have been provided and approved by the Town.	Upon submittal of Building permit	
Public Works	The Applicant shall provide detailed civil sheets with typicals and calculations on the wells and exfiltration.	Prior to issuance of building permit	
Legal	The Applicant shall acknowledge the Department of Environmental Protection's Beach Erosion Control Plan, and that there will be a lease between State DEP and the County and a management agreement between the County and the Town of Surfside, the terms of which will be binding on Applicant to the extent it applies.	Prior to issuance of building permit	
Legal/Building	Provide a unity of title in a form acceptable to the Town Attorney for all parcels prior to issuance of the Building Permit. The unity of title shall be recorded in the Public Records of Miami-Dade County, FL, at the expense of the Applicant.	Prior to issuance of building permit	
Finance	The Applicant shall provide water/sewer fees to the Town of Surfside in the amount prescribed in the Code Section 78-83 and calculated using all	Prior to issuance of building permit	



Department	Condition	Due Date/Timeframe	Date Completed
	fixtures in the buildings. Said fee shall be paid at the issuance of the Building Permit. There shall be no off-set for existing fixtures to the extent required by law.		
Building	Applicant shall confirm with Miami-Dade County, the Florida Department of Environmental Protection and any other applicable regulatory agency to determine if the construction of a bulkhead is necessary, and shall provide Town Manager with a copy of the exemption or the approved plans for the bulkhead at the time of Building Permit Application.	Prior to issuance of building permit	

Conditions to be completed before any Certificate of Occupancy is issued:

Department	Condition	Due Date/Timeframe	Date Completed
Building	In the event of a hurricane warning, all removable items from the beach, pool decks, roof decks and other outdoor spaces shall be removed and secured.	Prior to issuance of Certificate of Occupancy	
Building	There shall be no service of glass or aluminum containers, and to the extent feasible, biodegradable straws shall be used on the beach by Applicant, and Applicant shall use good faith efforts to ensure that there shall be no service of plastic straws on the beach.	Prior to issuance of Certificate of Occupancy	

Other Conditions:

Department	Condition	Due Date/Timeframe	Date Completed
Building	That the Applicant shall obtain a Certificate of Occupancy and a Certificate of Use from the Town upon compliance with all terms and conditions. The	Certificate of Occupancy/Certificate	





Department	Condition	Due Date/Timeframe	Date Completed
	Certificate of Occupancy and Certificate of Use shall be subject to cancellation upon violation of any of the conditions.	of Use	
Planning	The site plan shall remain valid for a period of 24-months from the date of approval by Town Commission. If no building permit is issued within the 24-month time period, the site plan shall be considered null and void and of no force and effect unless extensions of time are obtained pursuant to applicable law.	24-months from date of approval of site plan	
Building	That the Applicant shall comply with all Town Ordinances applicable to development and permit approvals and in the event the Applicant does not commence construction within six (6) months from the date the a permit issued, it shall be required to comply with Section 14.55 of the Surfside Code in effect at the time of the passage of this Resolution, as may be amended from time to time, including the posting of a bond to defray the cost of the Town having to perform these tasks, if necessary, and as may be required by the Building Official.	6-months from date permit issued	
Finance	The Applicant shall agree to pay the Town's Resort Tax on all hotel room stays, including stays that are booked through an online third party travel agent.	Ongoing	
Legal	Any change in the ownership of the current owner, SC Property Acquisition LLC, greater than twenty percent (20%) shall be fully disclosed in writing to the Town Manager and Town Attorney immediately upon said change occurring. Said change of ownership will in no way extend any of the dates in this agreement nor any of the payment obligations.	Ongoing	
Administration	Sixty days after final approval by the Town Commission, Applicant and the Town Manager shall negotiate to reach a fair and reasonable schedule for hours of service and delivery on the 90th Street entry into the Southeast building on the site. The schedule shall include stated times before and after which no deliveries can be made and no service trucks can enter, including but not limited to: Garbage trucks, recycling collectors, other waste haulers,	Sixty days after final approval	



Department	Condition	Due Date/Timeframe	Date Completed
	moving vans, and the days on which no delivery vans or service trucks can service the project. The schedule shall reflect as compressed a time frame as reasonably possible so as to create the least possible imposition on the community. This agreement shall become part of the covenant running with the land to be recorded in the Public Records of Miami-Dade County, Florida.		

**GRANT WRITING SERVICES****A. INTRODUCTION:**

The Town's approved FY 13/14 budget includes a \$15,000 Program Modification for grant writing services.

**B. BACKGROUND:**

The Town of Surfside is a residential beach community (population 5800) located in Miami-Dade County. The Town is experiencing quality infill development along Collins Avenue which will result in economic enhancement for the Town's ability to provide services and expand community infrastructure. The major services are Police; Parks and Recreation; Building; Planning; Administration/Finance; Public Work; Utilities (water, sewer and drainage); Code Compliance and Tourism.

It is the intention of the Town to apply for grants which address documented Town needs associated with service delivery and necessary capital infrastructure improvements; environmental/"Green" initiatives; technology; parks and recreation; community development/redevelopment; utilities and capital assets. Specifically, the Town will be addressing a wide range of issues, including: LDR review; seawall repair and other means to mitigate the impact of coastal hazards; expansion of the Community Center; expanded public parking; utility upgrades, traffic control improvement; law enforcement capital needs including records management/CAD/mobile laptop system and capital facilities/equipment to support the mission of Town departments.

In addition, it is the intent of the Town to apply for grants which not only are consistent with identified Town needs but those grants which can be properly and efficiently administered by staff taking into account existing duties and responsibilities.

A goal of the Town's grant program is to secure funding for services and projects which the Town otherwise would be required to utilize local tax dollars.

**C. REQUEST FOR PROPOSAL REQUIREMENTS:**

Proposers must submit a detailed proposal which includes, at a minimum, the following:

- a. Define the methodology/approach to be used to identify the needs of the Town which would be eligible for funding through grants, including whether costs will be hourly or per grant written and submitted. Further, a method for pre-qualification based on essential, grant-related criteria can assist in keeping grant writing costs within budget.

- b. Detail the procedure you would utilize in identifying grants which would address the needs identified as “A” above, as well as identifying the length of the grant and whether matching funds are required.
- c. Generally, detail the involvement and role of Town staff and Town resources in the grant writing process, as well as identify what maintenance costs might be involved with each grant. Provide detailed narrative which would indicate how you/firm would prepare the actual grant application.
- d. List individual’s/firm’s experience in preparation of grants for municipalities. Specifically, detail you or the firm’s experience with federal and state grants for public safety agencies; infrastructure improvement including stormwater/water quality; recreation; environmental initiatives; technology; utilities community/redevelopment and capital assets.

Finally, list up to five (5) funded grants which you developed detailing the funding source, amount requested and amount funded which would address the needs of the Town of Surfside addressed in “Part I” above.

- e. Describe the background, experience and qualifications of the person(s) who will act as the grant writer and the qualifications of any staff who will assist with the preparation of the grant applications (include their role, education, relevant experience and related qualifications).
- f. Provide at least three (3) references including name of contact, affiliation, address, direct dial telephone number, and email address.
- g. Describe and detail the fee structure you propose for providing contractual grant writing services.
- h. Provide information about contractual piggybacking services and the opportunity to review your contract for such use.

RESOLUTION NO. - <sup>2016</sup>1981

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, SELECTING FOUR (4) ARCHITECTURAL FIRMS TO PERFORM ARCHITECTURAL SERVICES FOR THE TOWN, IN RESPONSE TO RFQ NO.11-01; AUTHORIZING THE TOWN MANAGER OR HIS/HER DESIGNEE TO ENTER INTO A CONTINUING CONSULTANT AGREEMENT THE FORM AND CONTENT OF WHICH SHALL SUBSTANTIALLY CONFORM TO THE AGREEMENT CONTAINED IN EXHIBIT "A" WITH SAID ARCHITECTURAL FIRMS PROVIDED SAID AGREEMENTS ARE APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE TOWN ATTORNEY; FURTHER AUTHORIZING THE TOWN MANAGER TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside, Florida issued Request for Qualifications No. 11-01 General Architectural Services for the provision of general architectural services to the Town; and

**WHEREAS**, the Town received seven (7) responses to said RFQ, which have been reviewed by staff; and

**WHEREAS**, staff recommends the following short list of Architectural firms to be called upon within the Manager's discretion:

1. Bermello Ajamil and Partners Inc.
2. Silva Architects, LLC
3. Sixto Architect Inc.
4. Wolfberg Alvarez & Partners

**WHEREAS**, the Town desires to use these firms for the provision of architectural services; and

**WHEREAS**, the Town wishes to enter into a continuing consulting agreement with the selected architectural firms for the purpose of providing on-call architectural services for various projects that may arise throughout the year; and

**WHEREAS**, each architectural firm shall submit work authorizations to the Town for any architectural services to be performed, prior to the delivery of such services.

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

**Section 1. Firms Selected.** The Town Commission hereby selects the following architectural firms to provide architectural services for the Town:

**Agreement on file in Town Manager's  
Office, copies available upon request**



1. Bermello Ajamil and Partners Inc.
2. Silva Architects, LLC
3. Sixto Architect Inc.
4. Wolfberg Alvarez & Partners

**Section 2. Authorization of Town Manager.** The Town Commission hereby authorizes the Town Manager or his/her designee to enter into a continuing consulting agreement with selected firms, in substantially the same form as the agreement attached as Exhibit "A" provided said agreements are approved as to form and legal sufficiency by the Town Attorney.

**Section 3. Further Authorization of Town Manager.** The Town Manager is hereby authorized to do all things necessary to effectuate this Resolution.

**Section 4. Effective Date.** This Resolution will become effective upon adoption.

**PASSED AND ADOPTED** this 9<sup>th</sup> day of November, 2010.

Motion by Commissioner Karukin, second by Commissioner Olchuk.

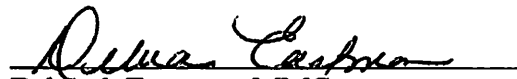
**FINAL VOTE ON ADOPTION**

Commissioner Michael Karukin  
 Commissioner Edward Kopelman  
 Commissioner Marta Olchuk  
 Vice Mayor Joseph Graubart  
 Mayor Daniel Dietch

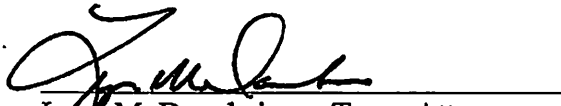
Yes  
Abst  
Yes  
Yes  
Yes

  
 Daniel Dietch, Mayor

**ATTEST:**

  
Deborah Eastman, MMC  
Town Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

  
Lynn M. Dannheisser, Town Attorney

2010-  
**RESOLUTION NO. 1982**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA SELECTING SIX (6) ENGINEERING FIRMS TO PERFORM GENERAL ENGINEERING, STRUCTURAL, GEOTECHNICAL, TRAFFIC SERVICES FOR THE TOWN IN RESPONSE TO RFQ NO. 11-02; AUTHORIZING THE TOWN MANAGER OR HIS/HER DESIGNEE TO ENTER INTO A CONTINUING CONSULTANT AGREEMENT WITH SAID ENGINEERS THE FORM AND CONTENT OF WHICH SHALL SUBSTANTIALLY CONFORM TO THE AGREEMENT CONTAINED IN EXHIBIT "A", PROVIDED SAID AGREEMENTS ARE APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE TOWN ATTORNEY; FURTHER AUTHORIZING THE TOWN MANAGER TO DO ALL THINGS NECESSARY TO EFFECTUATE THE TERMS OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside, Florida issued Request for Qualifications No. 11-02 General Engineering Consultants to perform engineering, structural, geotechnical, traffic services for the Town; and

**WHEREAS**, the Town has received twelve (12) responses to said RFQ, which have been reviewed by staff; and

**WHEREAS**, staff recommends the following short list of firms to be called upon within the Manager's discretion:

1. ADA Engineering, Inc.
2. C3TS
3. FTE Inc.
4. Fraga Engineers, LLC
5. TY Lin International
6. Wolfberg Alvarez & Partners

**WHEREAS**, the Town desires to use these engineering firms for the provision of engineering, structural, geotechnical, traffic services; and

**WHEREAS**, the Town wishes to enter into a continuing consulting agreement with the selected engineering firms for the purpose of providing on-call engineering services for various projects that may arise throughout the year; and

**WHEREAS**, each engineering firm shall submit work authorizations to the Town for any engineering services to be performed, prior to the delivery of such services.

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

**Agreement on file in Town Manager's  
Office, copies available upon request**

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

**Section 1. Firms Selected.** The Town Commission hereby selects the following the engineering firms to perform general engineering services for the Town:

1. ADA Engineering, Inc.
2. C3TS
3. FTE Inc.
4. Fraga Engineers, LLC
5. TY Lin International
6. Wolfberg Alvarez & Partners

**Section 2. Authorization of Town Manager.** The Town Commission hereby authorizes the Town Manager or his/her designee to enter into continuing consulting agreements with said selected general engineering firms, , in substantially the same form as the agreement attached as Exhibit "A" provided said agreements are approved as to form and legal sufficiency by the Town Attorney.

**Section 3. Further Authorization of Town Manager.** The Town Manager is hereby authorized to do all things necessary to effectuate this Resolution.

**Section 4. Effective Date.** This Resolution will become effective upon adoption.


**PASSED AND ADOPTED** this 9<sup>th</sup> day of November, 2010.

Motion by Commissioner Karukin second by Commissioner Olchyk.


**FINAL VOTE ON ADOPTION**

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

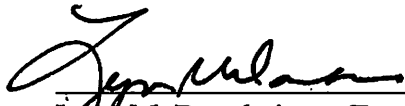
Yes  
Absent  
Yes  
Yes  
Yes

  
Daniel Dietch, Mayor

**ATTEST:**

  
Deborah Eastman, MMC  
Town Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

  
Lynn M. Dannheisser, Town Attorney