



**Town of Surfside  
Awards and Presentations**

**AGENDA**

**April 14, 2015**

**6:30 p.m.**

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

**1. Presentation of Annual Salary to the Members of the Town Commission – Guillermo Olmedillo, Town Manager**

**2. Adjournment**

Respectfully submitted,

  
Guillermo Olmedillo  
Town Manager

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THIS MEETING IS OPEN TO THE PUBLIC. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS THAT ARE DISABLED; WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE OFFICE OF THE TOWN CLERK AT 305-861-4863 EXT. 226 NO LATER THAN FOUR DAYS PRIOR TO SUCH PROCEEDING.

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

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



**Town of Surfside  
Town Commission Meeting  
AGENDA**

**April 14, 2015  
7 p.m.**

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

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

**1. Opening**

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

**2. Quasi-Judicial Hearings (None)**

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

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

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

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



- A. Minutes – Sandra Novoa, CMC, Town Clerk Page 1- 12**  
**March 10, 2015 Regular Commission Meeting Minutes**
- B. Budget to Actual Summary as of January 31, 2015 – Guillermo Olmedillo, Town Manager Page 13 - 16**
- \*C. Town Manager’s Report – Guillermo Olmedillo, Town Manager Page 17 - 27**
- \*D. Town Attorney’s Report – Linda Miller, Town Attorney Page 28 - 34**
- E. Committee Reports – Guillermo Olmedillo, Town Manager Page 35 - 47**
- February 2, 2015 Tourist Board Meeting Minutes
  - February 18, 2015 Special Planning and Zoning Board Meeting Minutes
  - February 23, 2015 Parks and Recreation Committee Meeting Minutes

- F. Approve and enter into an Interlocal Agreement with Miami Dade County for the use of the County Solid Waste Management System – Guillermo Olmedillo, Town Manager Page 48 - 67**

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

- G. Grant Writing Services Agreement – Guillermo Olmedillo, Town Manager Page 68 - 76**

**A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE AGREEMENT FOR GRANT WRITING SERVICES WITH ANGIE BREWER AND ASSOCIATES, LC. ATTACHED HERETO AS ATTACHMENT “A” TO APPLY FOR GRANTS ON BEHALF OF THE TOWN PER THE REQUEST FOR PROPOSAL NO. 2014-009 (THE “RFP NO. 2014-009”); PROVIDING FOR IMPLEMENTATION AND AUTHORIZATION OF AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

- H. Destination Resorts and Gambling Opposition Resolution – Guillermo Olmedillo, Town Manager Page 77 - 82**

**A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA, URGING THE FLORIDA LEGISLATURE TO OPPOSE HB 1233 AND REJECT ANY AND ALL EXPANSIONS OF DESTINATION RESORTS AND GAMBLING IN FLORIDA; DIRECTING THE TOWN CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO THE FLORIDA LEGISLATURE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**I. Water Conservation Month and Challenge for Water Conservation – Guillermo Olmedillo, Town Manager Page 83 - 86**

**A RESOLUTION OF THE TOWN OF SURFSIDE DECLARING APRIL AS WATER CONSERVATION MONTH IN THE TOWN OF SURFSIDE, FLORIDA, AND SUPPORTING THE NATIONAL “WYLAND MAYOR’S CHALLENGE FOR WATER CONSERVATION” IN THE TOWN OF SURFSIDE; DIRECTING THE TOWN CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO THE FLORIDA LEGISLATURE, THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT, THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, AND ALL THE MUNICIPALITIES OF MIAMI-DADE COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**J. Approval of Expenditure of Forfeiture Funds to Purchase Electronic Control Devices – Guillermo Olmedillo, Town Manager Page 87 - 92**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, PROVIDING FOR THE FISCAL YEAR 2014/2015 POLICE CONFISCATION FUND EXPENDITURE IN THE AMOUNT OF \$9,642.54 FROM THE FORFEITURE FUND FOR THE PURCHASE OF 6 (SIX) TASERS X2 DEVICES AND ACCESSORIES FOR THE POLICE DEPARTMENT; PROVIDING FOR AUTHORIZATION AND APPROVAL; PROVIDING FOR AN EFFECTIVE DATE.**

**K. Resolution Accepting the Pac Comm, Inc. RFP Response for Seawall Repair – Guillermo Olmedillo, Town Manager Page 93 - 95**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AWARING REQUEST FOR PROPOSAL NO. 2014-003 (“RFP NO. 2014-003”) TO PAC COMM, INC. FOR THE SURFSIDE SEAWALL REPLACEMENT; PROVIDING FOR AUTHORIZATION AND APPROVAL; PROVIDING FOR AN EFFECTIVE DATE.**

**4. Ordinances**

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

**A. Second Reading Ordinances**



*(Set for approximately 9:30 p.m.) (Note: Good and Welfare must begin at 8:15)*

**B. First Reading Ordinances**

1. **Amending Chapter 54 “Prohibited Noises”, specifically Section 54-77 “Waiver of Division Provisions” – Commissioner Marta Olchyk Page 96 - 98**

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

2. **Restructure of Solid Waste Commercial Rates – Guillermo Olmedillo, Town Manager Page 99 - 109**

**AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING SECTION 66-35, “SCHEDULE OF FEES” OF THE CODE OF ORDINANCES TO ESTABLISH A NEW RATE STRUCTURE FOR COMMERCIAL SOLID WASTE REMOVAL FROM A FLAT RATE TO A PER YARD FEE WHICH SHALL BE EFFECTIVE JULY 1, 2015; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

3. **Water Supply Facilities Work Plan - Guillermo Olmedillo, Town Manager Page 110 - 185**

**AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING THE TOWN’S WATER SUPPLY FACILITIES WORK PLAN AND APPLICABLE ELEMENTS WITHIN THE TOWN’S COMPREHENSIVE PLAN RELATING TO WATER SUPPLY PLANNING; PROVIDING FOR INCLUSION IN THE TOWN OF SURFSIDE COMPREHENSIVE PLAN; PROVIDING FOR REPEAL OF CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

4. **Ordinance Amending Town of Surfside Code Chapter 26 entitled “Elections”, by Creating Section 26-13 thereof entitled “Supplemental Qualifying Period” – Linda Miller, Town Attorney {SET FOR TIME CERTAIN 7:30PM} Page 186 - 189**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING TOWN OF SURFSIDE CODE CHAPTER 26 “ELECTIONS”, BY ADDING THERETO SECTION 26-13 ENTITLED “SUPPLEMENTAL QUALIFYING PERIOD”, FOR THE PURPOSE OF ESTABLISHING BY ORDINANCE, (PURSUANT TO TOWN CHARTER SECTION 105(8)) THAT NO FURTHER SUPPLEMENTAL QUALIFYING PERIOD SHALL BE ESTABLISHED IF A VACANCY IN CANDIDACY OCCURS WITHIN THIRTY-FIVE (35) DAYS PRIOR TO THE DATE OF AN ELECTION FOR THE OFFICE OF TOWN COMMISSIONER OR MAYOR; PROVIDING FOR SEVERABILITY, CONFLICT, INCLUSION IN TOWN CODE AND EFFECTIVE DATE.**

5. **An Ordinance of the Town commission of the Town of Surfside, Florida amending pursuant to Florida Statue sections 100.3605(2) and 166.021(4), Section 101 of the Town of Surfside Charter regarding “Qualifying for Elected Office” with limited applicability to establishment of qualifying dates for the Town’s March 15, 2016 General Election, and establishing end date for supplemental qualifying period for said March 15, 2016 Election; providing for severability, conflict, inclusion in Town Charter/Code, notification to County and effective date. – Linda Miller, Town Attorney {SET FOR TIME CERTAIN 7:40PM} Page 190 - 207**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING PURSUANT TO FLORIDA STATUTE SECTIONS 100.3605(2) AND 166.021(4), SECTION 101 OF THE TOWN OF SURFSIDE CHARTER REGARDING “QUALIFYING FOR ELECTED OFFICE” WITH LIMITED APPLICABILITY TO ESTABLISHMENT OF QUALIFYING DATES FOR THE TOWN’S MARCH 15, 2016 GENERAL ELECTION, AND ESTABLISHING END DATE FOR SUPPLEMENTAL QUALIFYING PERIOD FOR SAID MARCH 15, 2016 ELECTION; PROVIDING FOR SEVERABILITY, CONFLICT, INCLUSION IN TOWN CHARTER/CODE, NOTIFICATION TO COUNTY AND EFFECTIVE DATE.**



**5. Resolutions and Proclamations**

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

- A. **4<sup>th</sup> of July Fireworks** – Guillermo Olmedillo, Town Manager **Page 208 - 214**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE EXPENDITURE FOR ZAMBELLI FIREWORKS MANUFACTURING CO. FOR EXHIBITION AND DISPLAY OF FIREWORKS; APPROVING THE EXPENDITURE OF \$4,000.00 FROM THE RESORT TAX FUND, ACCOUNT NO. 102-8000-552-48-10 AND \$8,000.00 FROM THE GENERAL FUND, PARKS & RECREATION DEPARTMENT, ACCOUNT NO. 001-6000-572-4810; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

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

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

**8. Unfinished Business and New Business**

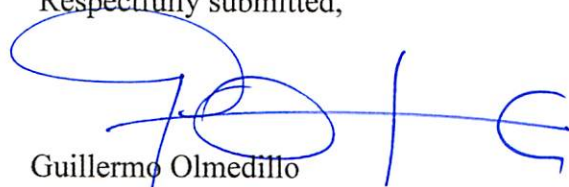
- A. **Sustainability Committee** – Mayor Daniel Dietch **Page 215 - 217**
- B. **Next Step for Review of the Charter Review** – Commissioner Michael Karukin **Page 218 - 219**
- C. **Confirming the May 4, 2015 Joint Meeting of the Town Commission and Tourist Board** – Guillermo Olmedillo, Town Manager **Page 220**
- D. **Flavored Tobacco and Electronic Cigarettes** – Vice Mayor Eli Tourgeman **Page 221 - 224**
- \*E. **Beach Sand Update** – Guillermo Olmedillo, Town Manager **Page 225 - 226**

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

- A. 94<sup>th</sup> Street Parking Structure Land Use/Zoning Analysis –**  
Commissioner Barry Cohen **Page 227 - 229**
- B. Parking Lot Parking Structure Update –** Guillermo Olmedillo, Town  
Manager **Page 230 - 237**
- C. Building Department Inspectors Salary Adjustment –** Guillermo  
Olmedillo, Town Manager **Page 238 - 247**
- D. Zoning in Progress – Corridor Analysis 94<sup>th</sup> Street to 88<sup>th</sup> Street –**  
Commissioner Michael Karukin {SET FOR TIME CERTAIN 8:30} **Page**  
**248**
- E. Traffic Management Plan–** Guillermo Olmedillo, Town Manager **Page**  
**249 - 250**

**10. Adjournment**

Respectfully submitted,



Guillermo Olmedillo  
Town Manager

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**Town of Surfside  
Town Commission Meeting  
MINUTES  
March 10, 2015  
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 7:04 P.M.

**B. Roll Call of Members**

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

**C. Pledge of Allegiance**

Police Chief Allen led the Pledge of Allegiance

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

Commissioner Cohen thanked everyone for attending the meeting and said he looked forward to working with everyone.

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

Linked Items 4A2 Beach Sand Quality Ordinance with 9H Additional Comments from Residents on Beach Sand Quality Ordinance and 9I Sand Relocation Options.

Commissioner Olchyk made a motion to defer Item 9B Charter Review. The motion received a second from Vice Mayor Tourgeman and all voted in favor with Commissioner Karukin absent.

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

Mayor Dietch announced the upcoming community events which can be found on the Town's website. Vice Mayor Tourgeman gave an update on the Tourist Board Meeting.

**2. Quasi-Judicial Hearings (None)**



### **3. Consent Agenda**

Pulled Items:

Mayor Dietch pulled Items 3F Interlocal Agreement and 3H Gas Tax.

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

**A. Minutes** – Sandra Novoa, CMC, Town Clerk

**February 10, 2015 Regular Commission Meeting Minutes**

**February 12, 2015 Special Town Commission Meeting Minutes**

**B. Budget to Actual Summary as of December 31, 2014** – Guillermo Olmedillo, Town Manager

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

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

**E. Committee Reports** – Guillermo Olmedillo, Town Manager

- December 4, 2014 Pension Board Minutes
- January 27, 2015 Parks and Recreation Committee Minutes
- January 29, 2015 Planning and Zoning Board Minutes

**F. Approve and enter into an Interlocal Agreement with Miami Dade County for the use of the County Solid Waste Management System** – Guillermo Olmedillo, Town Manager (Pulled Item by Mayor Dietch)

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

The Mayor said he did not see the duration period in the agreement and also asked if we could get some support regarding disposal of house hazardous waste materials. Town Manager Olmedillo said the length of the contract is five years and he would speak with the County regarding collection of house hazardous waste materials and report back at the April meeting.

Commissioner Olchyk made a motion to approve the direction given to the Town Manager. The motion received a second from Commissioner Cohen and all voted in favor with Commissioner Karukin absent.

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

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

Approved on consent.

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

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

Mayor Dietch asked Vice Mayor Tourgeman to give further details on the item. Vice Mayor Tourgeman explained why he was against the tax increase on gasoline. The tax increase was proposed because the price of gasoline has gone down and the revenues coming in have decreased. However, when gasoline prices start to increase the tax remains. Mayor Dietch responded with his views on the issue and said tax money is needed to improve our highways and infrastructure. Commissioner Olchyk agreed with the Vice Mayor.

Vice Mayor Tourgeman made a motion to approve the resolution. The motion received a second from Commissioner Olchyk. A vote was taken with Vice Mayor Tourgeman and Commissioner Olchyk for approval and Mayor Dietch and Commissioner Cohen in opposition and Commissioner Karukin absent.

Public Speakers

Lou Cohen said not enough tax monies are collected to do what is needed. He questioned why the town was even presenting this resolution and feels it does not belong here. He believes the Commission should rethink the issue.

Norma Parron said the FL tax is 53.4 cents and feels there is nothing wrong with going forward with the resolution.

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

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

Approved on consent.

**4. Ordinances**

**A. Second Reading Ordinances**

**1. Expanded Polystyrene Ordinance – Mayor Daniel Dietch**

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

**CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Clerk Sandra Novoa read the title of the Ordinance.  
Mayor Dietch gave an overview of the item.

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

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

**2. Beach Sand Quality Ordinance – Mayor Daniel Dietch {item linked to item 9h and 9i}**

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

Town Clerk Sandra Novoa read the title of the Ordinance.

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

Assistant Town Attorney Jane Graham together with Building Official Ross Prieto gave a power point presentation and an update on all the experts they contacted. Ms. Graham went through the changes recommended by the Planning and Zoning Board as well as recommended changes from citizens and the responses from the experts. Vice Mayor Tourgeman said to keep the language that indicates whether there is knowledge or no knowledge of toxins that testing has to be done. As to the muncell #7 sand it is up to the discretion of the Commission and this refers to excavated sand only. Vice Mayor Tourgeman believes #7 sand should be throughout even on the dunes. The texture of sand

was also discussed. Specifically, fine sand verses course sand and the affect on the ecology of the beach.

Vice Mayor Tourgeman made a motion to continue with the presentation and defer Good and Welfare. The motion received a second from Commissioner Olchyk and all voted in favor with Commissioner Karukin absent.

Steve Blair from Dade County Environmental Resources Dept. spoke about the sand grain size and color and gave more details on the subject.

Vice Mayor Tourgeman made it clear that even though sand may be the color #7 it still has to meet the requirements set forth regarding chemical testing. Mayor Dietch feels we could use some flexibility.

The Mayor opened the public hearing.

Public Speakers:

-Larisa Alonso spoke on the sift size of sand and debris. She would like the State and Government to do more sampling of sand being put on beaches. She would like the ordinance to be stricter regarding excavated sand.

-Marianne Meischeid has served on the Sand Committee and said the issue is important to the citizens. New precedents must be set now.

-Glyn Taylor had photos of samples of debris he has found on the beach and says the Commission is ignoring what is being found.

-Mario Fernandez said since the construction, he finds it difficult to use the beach especially bringing children to the beach for fear of them being cut or hurt because of the debris. It has been a year since the discussions began and they want it solved.

-Monica Grandeze spoke about future demolition of buildings and said developers have to be aware they will have to put in new tested sand. Why is the Commission protecting the developers?

-Claudio Ried representing Debbie Cimadevilla has been working with staff and the suggestions he has presented. He feels a restrictive ordinance is a good thing and addressed the issue of protecting the dunes also.

-Debbie Cimadevilla said we need the strictest ordinance to protect our beaches which is our asset. We need safety on the beaches and the dunes should be included in our restrictions.

-Sharon Goldberg spoke about inorganic arsenic in the sand.

-Stephen Leatherman consultant for Debbie Cimadevilla said the dunes should be included in the ordinance and agrees that no excavated sand be placed on the beach unless it passes all the required testing and restrictions. He also said the fill placed on the beach should be removed.

-Oded Schneiderman thanked the Mayor for all he has done for the town. His children do not go to the beach as he feels it is not safe. He feels the developers should be thanking the town for allowing them to build and as a token of appreciation they should give the town beautiful clean beaches and not drag this

issue on for debate for over a year. He urges the Commission to do the right thing.

-George Kousoulas said he attended the Planning and Zoning Board Meeting and said they felt #7 sand might be too restrictive and in fact hurt the town. He also spoke about the expenses and grain texture.

-Jeff Platt thanked the Town Manager for providing the sifting reports from Teracon which said they found nothing. However, citizens found much debris and FDP and Miami-Dade also found debris.

-Norma Parron, President of Mirage Condos, said the town should not accept any excavated fill even on the dunes. We should accept higher standards.

-Lou Cohen said he has confidence in the town attorney and the wording of the ordinance. He said many residents have come out to the meetings for the sand issue and ignored other important issues the town has. He asks them to also be involved in other issues that affect all its residents and not just those who utilize the beach.

-Alex Tachmes representing Fort Capital said they support any ordinance that requires the sand to be safe. However the ordinance says no sand east of the CCCL can be removed and that would restrict the testing of this sand and explained the procedure when there is demolition for new construction. The ordinance suggests that no permits can be issued unless sand is tested and the ordinance limits the testing to the edges of the property. Another point was sand removed has to be replaced and if a building was being constructed on the site where sand is removed it didn't make sense to say sand has to be replaced there. He felt these are procedural issues that can be looked at.

No one else wishing to speak, Mayor Dietch closed the public hearings.

Commissioner Olchyk asked the Town Attorney to respond to Mr. Tachmes points of interest. Attorney Miller asked Building Official Ross Prieto to respond. Mr. Prieto explained the sequence of events for sand testing and permits for demolition, excavation and building development. Assistant Attorney Graham responded to the replacement of sand to be equal or of greater volume.

Vice Mayor Tourgeman asked the Commission if they would have approved the request from a developer if the developer said they would be putting in a lower standard of sand because that is what we are dealing with. Mr. Tachmes said some of these issues are because of DEP coastal permits, and in future developments they do not have any problems with putting excavated sand out of the city. Ms. Graham further clarified the sand placement and testing.

There was much discussion regarding silt content from 5% to 2% or 1% as Vice Mayor Tourgeman had suggest some changes to the ordinance. Mayor Dietch proposed some changes based on the recommendations from the citizens. All proposed changes were voted upon and changes with an affirmative vote will be made by the town attorney.



Vice Mayor Tourgeman made a motion to approve with changes made as discussed and voted on. The motion received a second from Commissioner Olchyk and all voted in favor with Commissioner Karukin absent.

## **B. First Reading Ordinances**

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

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

Item was not heard

## **5. Resolutions and Proclamations**

### **A. Grant Writing Services – Guillermo Olmedillo, Town Manager**

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

Town Manager Olmedillo presented the item.

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

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

Mayor Dietch opened the meeting to Good and Welfare.

### Public Speakers:

-Lee Gottlieb stated he was not hired or paid by the Surf Club and was a member of the Sand Committee. He is representing Youth Environmental Alliance and spoke about shoreline protection.

-Rick Superstein said he owns property in Surfside and the Historical Preservation Board has deemed some of them as historical and said the problem is the town has no say in it.

He feels the citizens should have more say about their town and not have Miami-Dade County dictating to them. He is asking for help from the Commission.

-Norma Parron agrees with Mr. Superstein and feels the town should have their own choices. She congratulated the Police Chief and his department for the way they handled an accident yesterday by diverting traffic and not causing a traffic issue in the town.

-Brendan Mahony spoke about the public safety traffic issue on Byron Avenue and asked how this can be prioritized.

-Larisa Alonso needed an update on a traffic issue regarding a street sign indicating the direction of Bay Drive which had been removed.

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

Regarding the Historic Preservation Board, Town Manager Olmedillo said there is a meeting on March 18<sup>th</sup>. Commissioner Sally Heyman is involved in the issue. The Commission feels we should have representation there to express our views and ask for a three month extension until the corridor study is completed.

Police Chief Allen said he has met with several traffic officials and gave an update on the Byron Avenue situation.

Commissioner Cohen made a motion to next take Items 9C, then 5A and then 9I in that order. The motion received a second from Commissioner Olchyk and all voted in favor.

## **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. Sustainability Committee – Mayor Daniel Dietch**

Item was not heard

### **B. Next Step for Review of the Charter Review – Commissioner Michael Karukin**

Item was deferred to the April 14, 2015 Town Commission Meeting

### **C. Post Office Parking Lot Parking Structure Update – Guillermo Olmedillo, Town Manager**

Town Manager Olmedillo gave an update and said he had a couple of financial concerns and needs direction from the Commission. Vice Mayor Tourgeman proposed that the town buy out the post office lot and have total control over it. Commissioner Cohen suggested we look into the 93<sup>rd</sup>/94<sup>th</sup> Street lot and construct a three story parking structure and gave details on what he envisions.

The Mayor opened the public hearing.

Public Speakers:

- Lou Cohen was happy to hear about other locations mentioned. He spoke of traffic concerns at certain proposed locations.
- George Kousoulas gave a power point presentation regarding the post office lot and showed his proposal for this area.

Commissioner Olchyk left the meeting at 10:55 p.m.

Commissioner Cohen made a motion to extend the meeting thirty minutes. The motion received a second from Mayor Dietch (after passing the gavel) and all voted in favor with Commissioner Olchyk and Commissioner Karukin absent.

The Mayor directed the Town Manager to go forward with the intent to negotiate the purchase of the post office parking lot and to also consider the 94<sup>th</sup> Street lot.

Commissioner Cohen made a motion to hear Item 9I next. The motion received a second from Vice Mayor Tourgeman and all voted in favor with Commissioner Olchyk and Commissioner Karukin absent.

**D. Confirming the May 4, 2015 Joint Meeting of the Town Commission and Tourist Board** – Guillermo Olmedillo, Town Manager

Item was not heard

**E. Flavored Tobacco and Electric Cigarettes** – Vice Mayor Eli Tourgeman

Item was not heard

**F. Community Rating Systems (CRS) Program for Public Information (PPI)** – Guillermo Olmedillo, Town Manager

Item was not heard

**G. Destination Resorts Opposition Resolution** – Mayor Daniel Dietch

Item was not heard

**H. Additional Comments from Residents on Beach Sand Quality Ordinance** – Guillermo Olmedillo, Town Manager {Linked to Item 4A2

Town Manager Olmedillo gave an update and spoke of estimated costs and his recommendation.

Public Speakers:

- Glyn Taylor is in favor of removing the sand and bringing in new sand.
- Debbie Cimadevilla spoke of the debris being found on the beach and the the safe option is to remove the sand.
- Bob de la Fuente representing Mr. Taylor and Ms. Cimadevilla said he has been working with the developers and are close to coming to an agreement. The solution is to remove the sand and replace it with new debris free sand.

-Stephen Leatherman said Surfside is known for its high quality of beach sand and the sifting is not working and to solve the problem it has to bring in clean sand.

- Ruben Levine wants to have the sand replaced and gave his reasons.

-Marisa Alonso supports what Mr. Leatherman said.

-Sharon Goldberg said there are health hazards if someone steps on a sharp object and this may result in law suits.

-Marianne Meisheid said the DEP gave the Surf Club notice to clean up the beach and it still is not done and we need safety on the beach.

-Renee Tischler said things have become more complicated and we should move forward.

-Monica Grandeze said after two sifting processes it still has not worked and debris is still in the sand.

Commissioner Cohen made a motion to extend the meeting for fifteen minutes. The motion received a second from Vice Mayor Tourgeman and all voted in favor with Commissioner Olchyk and Commissioner Karukin absent.

-Jeff Platt talked about new sand coming in and where it will come from and gave details on Altoona sand which can be customized. He again agreed that the sifting process has not worked.

Manager Olmedillo explained that removing of the sand is an issue that DEP has to address as it is not in our jurisdiction to remove sand from the system and we would have to get permits. As to cost, we would have to go out to bids and then determine how this would be funded. Vice Mayor Tourgeman said we did not cause the problem and the Surf Club should be responsible for fixing it. Commissioner Cohen said he remembers the Surf Club saying they would fix the problem and it would show good faith on their part to do so and for future projects they may wish to do. Manager Olmedillo said the options are to ask the developer to voluntarily fix the problem or do we try to force them to do so.

A council representative Michael Kastman from the Surf Club said they want a clean pristine beach as do the residents. The reports they received said the beach sand was clean and now they hear differently. They want to work this out and will look into this as they recently found out about the issue and asked for time to look into this.

Commissioner Cohen made a motion to extend the meeting for fifteen minutes. The motion received a second from Vice Mayor Tourgeman and all voted in favor with Commissioner Olchyk and Commissioner Karukin absent.

Vice Mayor Tourgeman said the message should be brought back that the problem has to be fixed by the Surf Club as they created the problem. Mr. Kastman said they need time to investigate and come back with a solution. The Vice Mayor asked how much time they needed and Commissioner Cohen asked for a time certain. The response was “as soon as they can” but feels they can get back to the town attorney within a week. The Town Manager said he would be in touch with Fort Capital.

Vice Mayor Tourgeman left the meeting at 11:48 p.m. losing quorum to continue the meeting.

- I. Sand Relocation Options** – Guillermo Olmedillo, Town Manager  
(Linked to Item 4A2 and 9H)  
Item was not heard

## **10. Adjournment**

The meeting adjourned at 11:48 p.m.

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2015

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

Attest:

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

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

AS OF

January 31, 2015

33% OF YEAR EXPIRED (BENCHMARK)

Agenda Item #

Page

1 of 3

Agenda Date: April 14, 2015

GOVERNMENTAL FUNDS	ACTUAL	ANNUAL BUDGETED	% BUDGET
<b>GENERAL FUND</b>			
REVENUE	\$ 7,030,982	\$12,040,318	58%
EXPENDITURES	4,096,389	\$12,040,318	34%
Net Change in Fund Balance	2,934,593		
Fund Balance-September 30, 2014 (Unaudited)	6,340,661		
Fund Balance-January 31, 2015 (Reserves)	<u>\$ 9,275,254</u>		
<b>RESORT TAX (TEDAC SHARE)</b>			
REVENUE	\$ 131,179	\$635,465	21%
EXPENDITURES	119,206	\$635,465	19%
Net Change in Fund Balance	11,973		
Fund Balance-September 30, 2014 (Unaudited)	183,753		
Fund Balance-January 31, 2015 (Reserves)	<u>\$ 195,726</u>		
<b>POLICE FORFEITURE/CONFISCATION</b>			
REVENUE	\$ 6	\$90,300	0%
EXPENDITURES	26,917	\$90,300	30%
Net Change in Fund Balance	\$ (26,911)		
Fund Balance-September 30, 2014 (Unaudited)	159,588		
Fund Balance-January 31, 2015 (Reserves)	<u>\$ 132,677</u>		
<b>TRANSPORTATION SURTAX</b>			
REVENUE	\$ 60,820	\$197,000	31%
EXPENDITURES	30,960	\$197,000	16%
Net Change in Fund Balance	29,860		
Fund Balance-September 30, 2014 (Unaudited)	406,231		
Fund Balance-January 31, 2015 (Reserves)	<u>\$ 436,091</u>		
<b>CAPITAL PROJECTS</b>			
REVENUE	\$41,865	\$1,249,322	3%
EXPENDITURES	319,147	\$1,249,322	26%
Net Change in Fund Balance	(277,282)		
Fund Balance-September 30, 2014 (Unaudited)	736,197		
Fund Balance-January 31, 2015 (Reserves)	<u>\$ 458,915</u>		

**NOTES:**

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

A. Includes \$2,000,000 available for hurricane/emergencies. The balance of \$4,340,661 is unassigned fund balance (reserves).

B. Resort Tax Revenues for January 2015 are received in February 2015, the (Total collected through January 2015 is \$380,870) (\$131,179 is for TEDAC and \$249,691 is the General Fund).



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

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

<b>ANNUAL BUDGETED</b>	<b>% BUDGET</b>
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**WATER & SEWER**

REVENUE	\$ 1,038,250	\$2,909,908	36%
EXPENDITURES	1,031,458	\$2,909,908	35%
Change in Net Position	6,792		
Unrestricted Net Position-September 30, 2014 (Unaudited)	(3,373,441)		
Restricted Net Position	1,260,776 C1		
Capital Project Expenses to date for Water & Sewer	0	\$0	
Unrestricted Net Position-January 31, 2015 (Reserves)	\$ (2,105,873) C2		

**MUNICIPAL PARKING**

REVENUE	\$ 244,113	\$1,062,878	23%
EXPENDITURES	361,056	\$1,062,878	34%
Change in Net Position	(116,943)		
Unrestricted Net Position-September 30, 2014 (Unaudited)	1,091,943		
Capital Project Expenses to date for Municipal Parking	-	\$0	
Unrestricted Net Position-January 31, 2015 (Reserves)	\$ 975,000		

**SOLID WASTE**

REVENUE	\$ 726,160	\$1,261,360	58%
EXPENDITURES	461,518	\$1,261,360	37%
Change in Net Position	264,642		
Unrestricted Net Position-September 30, 2014 (Unaudited)	128,493		
Unrestricted Net Position-January 31, 2015 (Reserves)	\$ 393,135		

**STORMWATER**

REVENUE	\$165,649	\$505,000	33%
EXPENDITURES	230,163	\$505,000	46%
Change in Net Position	(64,514)		
Unrestricted Net Position-September 30, 2014 (Unaudited)	2,914,434		
Restricted Net Position	347,140 C3		
Capital Project Expenses to date for Storm Water	-	\$0	
Unrestricted Net Position-January 31, 2015 (Reserves)	\$ 3,197,060		

**NOTES:(con't)**

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

C2. The reserves balance of (\$2,105,873) is the result of a change in current net position as of January 2015 of \$6,792, net position as of September 30, 2014 of (\$3,373,441) includes \$651,144 for rate stabilization, plus Restricted Net Position of \$1,260,776.

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

  
Donald G. Nelson, Finance Director

  
Guillermo Olmedillo, Town Manager

\*\*ATTACHMENT

**Town of Surfside**  
**Fund Balance (Reserves)**  
**1/31/2015**

FUND	9/30/2012	9/30/2013	9/30/2014	1/31/2015
General	\$ 5,266,374	\$ 5,304,042	\$ 6,340,661	\$ 9,275,254
Resort Tax	171,496	94,497	183,753	195,726
Police Forfeiture	122,272	138,143	159,588	132,677
Transportation Surtax	122,302	131,475	406,231	436,091
Capital	132,783	255,263	736,197	458,915
Water & Sewer	(1,931,707)	(5,261,333)	(3,373,441)	(2,105,873)
Parking	1,258,325	1,066,574	1,091,943	975,000
Solid Waste	228,437	227,274	128,493	393,135
Stormwater	104,651	2,520,512	2,914,434	3,197,060
Total	\$ 5,474,933	\$ 4,476,447	\$ 8,587,859	\$ 12,957,985

# TOWN OF SURFSIDE, FLORIDA

## STATEMENT OF NET POSITION PROPRIETARY FUNDS

SEPTEMBER 30, 2013

	Business-type Activities - Enterprise Funds				Totals
	Water and Sewer	Municipal Parking	Sanitation	Stormwater Utility	
<b>Assets</b>					
<b>Current Assets</b>					
Cash and cash equivalents	\$ 38,012	\$ 189,725	\$ 271,463	\$ --	\$ 499,200
Accounts receivable, net	647,746	15,661	80,505	96,705	840,617
Due from other funds	--	916,291	--	2,860,408	3,776,699
Due from other governments	--	--	7,105	--	7,105
Prepaid items	17,180	2,950	6,575	885	27,590
<b>Total Current Assets</b>	<b>702,938</b>	<b>1,124,627</b>	<b>365,648</b>	<b>2,957,998</b>	<b>5,151,211</b>
<b>Noncurrent Assets</b>					
Investments	5,873	--	--	--	5,873
Restricted cash and cash equivalents	1,906,402	--	--	1,526,621	3,433,023
<b>Capital Assets</b>					
Construction in progress	22,426,000	--	--	2,962,873	25,388,873
Land	--	1,358,011	--	--	1,358,011
Infrastructure	1,273,252	1,427,934	--	267,828	2,969,014
Equipment	157,215	468,019	378,200	--	1,003,434
	23,856,467	3,253,964	378,200	3,230,701	30,719,332
Less: accumulated depreciation	(1,299,278)	(894,544)	(312,432)	(100,278)	(2,606,532)
<b>Total Capital Assets, Net</b>	<b>22,557,189</b>	<b>2,359,420</b>	<b>65,768</b>	<b>3,130,423</b>	<b>28,112,800</b>
<b>Total Noncurrent Assets</b>	<b>24,469,464</b>	<b>2,359,420</b>	<b>65,768</b>	<b>4,657,044</b>	<b>31,551,696</b>
<b>Total Assets</b>	<b>25,172,402</b>	<b>3,484,047</b>	<b>431,416</b>	<b>7,615,042</b>	<b>36,702,907</b>
<b>Liabilities</b>					
<b>Current Liabilities</b>					
Accounts payable	407,449	29,678	28,006	23,365	488,498
Accrued liabilities	50,857	10,604	17,980	2,849	82,290
Due to other funds	3,776,699	--	--	--	3,776,699
Due to other governments	69,838	--	--	--	69,838
Interest payable	183,502	--	--	61,167	244,669
Retainage payable	355,474	--	--	36,485	391,959
Current portion note payable	--	80,000	--	--	80,000
Current portion of revenue bonds payable	410,055	--	--	136,685	546,740
Current portion of state revolving loan payable	158,987	--	--	52,996	211,983
Compensated absences	2,101	727	6,791	39	9,658
Customer deposits	188,664	6,860	8,611	--	204,135
<b>Total Current Liabilities</b>	<b>5,603,626</b>	<b>127,869</b>	<b>61,388</b>	<b>313,586</b>	<b>6,106,469</b>
<b>Noncurrent Liabilities</b>					
Net OPEB obligation	11,341	3,636	15,864	2,573	33,414
Compensated absences	18,917	6,548	61,122	353	86,940
Revenue bonds payable	7,781,967	--	--	2,656,641	10,438,608
State revolving loan payable	5,282,895	--	--	1,760,966	7,043,861
<b>Total Noncurrent Liabilities</b>	<b>13,095,120</b>	<b>10,184</b>	<b>76,986</b>	<b>4,420,533</b>	<b>17,602,823</b>
<b>Total Liabilities</b>	<b>18,698,746</b>	<b>138,053</b>	<b>138,374</b>	<b>4,734,119</b>	<b>23,709,292</b>
<b>Deferred Inflows of Resources</b>					
Unearned revenue	18,839	6,860	8,611	--	34,310
<b>Net Position</b>					
Net investment in capital assets	10,474,213	2,279,420	65,768	13,271	12,832,672
Restricted for renewal and replacement	1,017,776	--	--	266,140	1,283,916
Restricted for loan reserve	243,000	--	--	81,000	324,000
Unrestricted	(5,261,333)	1,066,574	227,274	2,520,512	(1,446,973)
<b>Total Net Position</b>	<b>\$ 6,473,656</b>	<b>\$ 3,345,994</b>	<b>\$ 293,042</b>	<b>\$ 2,880,923</b>	<b>\$ 12,993,615</b>

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



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

**TOWN MANAGER'S REPORT  
APRIL 2015**

**COMMUNITY PROGRAMS / INITIATIVES / ENHANCEMENTS**

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

Cory Gittner, producer of the Gazette, is assisting on the development of an easy to follow schedule of the present Surf-Bal-Bay systems (Phase 1). Each community's schedule will be pieced together into a more cohesive document that is easier to follow. As the Town does not have the relevant transportation software, this task involves time consuming data entry and requires the creation of an Excel spreadsheet and build from there. Staff will work on a draft version of this schedule when it is provided on April 3, 2015. It is important to note that while the Commission expressed a desire to ensure the Surf-Bal-Bay routes also connect with Miami Beach and Sunny Isles systems (Phase II), as well as Miami Dade's transit system (Phase III), this entire reworking of the routing is something outside the scope of our expertise. It is imperative to have the County's involvement; however, they do not view this as a priority. Staff has recently secured some minor recommendations from the County and is presently attempting to implement them where possible. The County has now referred any rerouting of the multiple municipality shuttles back to CITT and Nestor Toledo. Staff is attempting to re-engage CITT on this. It has already been suggested by the County that the Town(s) hire one of CITT's consultants to complete this difficult task. More information will be provided once CITT responds to staff's ongoing requests.

**2. Film Ordinance**

Based on recommendations from the February 11, 2015 meeting, a workshop to identify and vet all possible recommendations and code compliance issues will be held on April 29, 2015. This workshop will be posted on the Town website and Channel 77, in the April Gazette, and included in the weekly website e-blasts. Flyers will again be distributed in the Biscaya neighborhood where the issue of filming seems to be an ongoing matter.

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

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

#### **4. Channel 77 Improvements**

With the implementation of SCALA, the content and programming on Channel 77 has improved. Town staff met with CGA on March 24, 2015 to review previous suggestions for enhanced content. This included such items as production of interviews, the addition of Town facts, and the inclusion of information from other governmental agencies etc). Recommendations, including the associated costs, will be presented to the Town Commission as part of the FY 15/16 budgetary process.

### **DOWNTOWN BUSINESS DISTRICT and TOURISM**

#### **5. Sidewalk Ordinance Implementation**

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

#### **6. Five Year Tourism Strategic Plan**

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

**Holiday Lights:** With the vendor now providing 10 additional weeks of service and inspections at no cost to the Town, several downtown merchants would like the Town to have some of the tree lights remain all year round. Staff is looking into securing funds from these merchants to assist in having more durable tree lights installed at the entrance to the business district (96<sup>th</sup> Street and Harding Ave) this year. Addressing tree lights that remain up all year long, including a possible option to change out the color of the lights, will be done over this summer as part of the FY15/16 budget process. This will not only include lighting options but also address other funding sources (grants) where possible. The Tourist Board and Town Commission will be updated as part of the FY 15/16 budget process. The downtown business district requested having the entrance trees on Harding Avenue at 96<sup>th</sup> Street remain lighted the entire year and pledged \$5000 towards the cause. While a substantial commitment, this falls short of the amount needed. The Town Manager issued a funding request letter to all of the downtown businesses in an effort to support this endeavor. At the April 6, 2015 Tourist Board meeting the Board voted 3:2 not to financially support this initiative by utilizing Resort Tax Funds for the remaining balance or to match the donated funds. Therefore the tree lights will all be removed at the end of April.

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

**Tourism Social Media Policy:** As part of their March 2, 2015 meeting, the Tourist Board reviewed a draft social media policy that addresses tourism marketing initiatives only. The policy was adopted by the Tourist Board at the meeting on April 6, 2015.

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

## **INFRASTRUCTURE AND UTILITIES**

### **7. Town Hall Improvements**

#### **Town Hall**

The A/C replacement is complete. There are a few adjustments that require attention.

The remediation and replacement part of the inside (Commission Chambers, Code Compliance Office, and the Training Room) has begun. The Code Compliance offices are completed, as well as the Training Room. The Commission Chambers is finished. The carpet in the Conference Room, Manager's Office, and Manager's Assistant was also replaced. The windows in the Manager and Assistant office were leaking at the base of the window, which caused the water damage. This was also fixed.

## **PLANNING, ZONING AND DEVELOPMENT**

### **8. Historic Preservation**

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

Miami-Dade County's Office of Historic Preservation has issued a moratorium on permits for the following addresses: 9016 Collins, 9024 Collins, 9025 Harding, 9033 Harding, 9040 Collins, 9048 Collins, 9056 Collins, and 9064 Collins. A designation hearing was held for these properties on March 18, 2015, however a property owner requested a three month deferral until June 2015. The Board granted this request. The condominium board of 9241 Collins, Seaside Terrace, requested historic designation from the County, which was designated historic at their February 18, 2015 meeting. The Seaway Villas was designed historic in December. A resident has filed a petition to appeal the designation. The appeal has been tentatively scheduled for the April 21, 2015 Board of County Commissioner's meeting. Miami-Dade County Commissioner Sally Heyman sponsored an ordinance which relates to Historic Preservation and passed first reading on the December 2, 2014. This



ordinance proposes to amend section 16A-10 of the Miami-Dade County Code as it pertains to owner-initiated petitions for historic designation. The proposed amendments would require at least 75 percent of unit owners in a condominium or cooperative property to join a petition to initiate an historical designation proceeding. However, due to lack of a second, the motion died in committee and will not move on to the County Commission. Commissioner Heyman also proposed an ordinance revision amending the "opt-out" provision to allow any municipality to opt-out from under the County's historic preservation jurisdiction and establish their own program/ordinance at any time. This item passed first reading by the full BCC on October 7, 2014. It was then heard by the Cultural Affairs and Recreation Committee on December 17, 2014. This committee voted to "lay the item on the table," which means that it effectively died in its current state but allowed Commissioner Heyman to retain the ability to bring the item back no sooner than 3 months. However, if she opts to bring that item back, it will have to start the process over again at first reading. Neither Commissioner Heyman nor her staff have indicated whether or not she plans to bring the item forward again from the beginning.

## **9. Land Development Regulations – Block between Harding and Collins Avenues**

At the September 30, 2013, Joint Planning and Zoning and Town Commission meeting, there was a discussion about the block between Collins and Harding Avenues and the high interest in redevelopment of this corridor. In an effort to stay ahead of the new construction, there was interest from both boards to prepare criteria to help guide future development into the desired development pattern. Based on that, a budget item was included for an analysis and preparation of zoning criteria which includes the following:

- Preparation of new zoning criteria and comparison of existing conditions
- A review of green book traffic engineering standards as well as Miami-Dade County and FDOT as it relates to mid-block accessibility, walkways, pedestrian activity
- Impacts to existing buildings and strategies for potential non-conformities such as if there is a modification to an existing building, under what circumstances would the entire development need to be brought up to the proposed code
- Consistency of new criteria with comprehensive plan, including the 1989 Comprehensive Plan, which provided for a study of this corridor
- Consistency of new criteria with other sections of the zoning code such as off-street parking, signs, accessory structures, conditional uses, landscaping
- Requirements for open space in terms of landscaping, public space
- Coordination with legal in terms of vested rights, reduced density or intensity resulting from new zoning criteria
- Design criteria for pedestrian walkways

At the June 2014 Planning and Zoning meeting, the Board voted unanimously to establish this as a top priority. This project was funded in the FY 14/15 budget. The work authorization with CGA was approved on November 6, 2014. Work has commenced and an initial discussion with the Planning and Zoning Board occurred on February 18, 2015. The recommendation from the February 18, 2015 meeting was presented at the Planning and Zoning Board's March 26, 2015 meeting. Direction was provided to staff to make such modifications as limiting the lengths of buildings to 75 feet, requiring 20 ft setbacks on Collins and Harding, rather than 10 feet, for corner properties and requiring

breezeways between buildings. The zoning ordinance enacted these changes is scheduled for the June 9, 2015 Town Commission meeting.

#### **10. Ten Year Water Supply Plan**

The Town is required to update its Ten Year Water Supply Plan including identifying any alternate water supply sources and analyzing/updating data from our current supplier. Funds for this project have been included in the FY 14/15 Budget. Work Authorization No. 89 – Ten Year Water Supply Plan has been executed with CGA in the amount of \$7,466.92. This was unanimously recommended for approval to the Town Commission by the Planning and Zoning Board at their March 26, 2015 meeting and will be heard by the Town Commission on April 14, 2015 on first reading.

### **TOWN DEPARTMENTS**

#### **Building Department**

##### **11. FEMA National Flood Insurance Program (NFIP)**

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

##### **12. Community Rating System (CRS)**

The community verification visit was held February 18, 2015. The additional information requested by ISO on February 20, 2015, has been successfully submitted and is awaiting further comments and evaluation.

##### **13. Forty Year Building Certification for Collins, Harding, Abbott Avenues and Surfside Blvd.**

The 40 Year Building Certification Program is progressing as follows:

Reported certifications: 122 in present case file  
Completed certifications: 44  
Time extensions granted: 2  
Exempt from Certification: 3  
Vacant commercial properties: 9  
Sent to Code Enforcement for non-compliance: 8  
150 day repair order: 6  
On hold: 4  
Inspections: 0

##### **14. Development Projects**

**The Chateau:** Coastal is scheduled to complete the 5<sup>th</sup> story slab and is working on supporting columns and shear walls.

**The Surf Club:** Coastal has topped out the parking structure, is completing work on the 12<sup>th</sup> floor of the condo building and the 11<sup>th</sup> floor of the hotel.

**The Marriott:** Miller is scheduled to complete the west hotel roof slab this week.

### **15. Document Scanning**

The scanning program continues to collect funds through its expired permit outreach effort. The sale of the scanner is pending.

### **Finance Department**

### **16. Enterprise Resource Planning – (ERP)**

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

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

### **Parks and Recreation**

### **17. Beach Management Agreement**

The Town Manager, Town Attorney's Office and Parks and Recreation Director are in communication with the Chief of the Bureau of Public Land Administration and a Senior Attorney from the Florida Department of Environmental Protection (FDEP) to discuss options for the Town to regulate beach concessions. FDEP provided ordinances from several municipalities and counties throughout Florida as models for public safety regulation, as well as several Attorney General Opinions to support the Town's regulation authority. We are following up with analysis of this information and further research to determine opportunities for next steps.

### **18. Silver Sneakers Program**

Silver Sneakers is the leading fitness program designed specifically for active older adults. It is delivered through a nationwide network of participating fitness locations such as wellness centers, gyms and other facilities. Healthways has been providing innovative health benefits for older adults for more than two decades. Today more than 65 Medicare health plans offer the program as a benefit to members across the nation. Regular participation in the program has been proven to help older adults manage their health and increase strength, balance and endurance. At the request of the Vice Mayor the Parks and Recreation Department has completed an application to host this National

Program. We have listed the Surfside Community Center as the host site. Healthways has provided materials to the Parks and Recreation Department to hand out during the Town's Health and Wellness Program held on January 9, 2015 at the Community Center. The Parks and Recreation Department is in contact with Healthways on a monthly basis to confirm the consideration of hosting the Silver Sneakers Program. Updates will follow. No update to the status has been provided from the Silver Sneakers Program at this time. The Parks and Recreation Department has added a participant request sheet at Town Hall and The Community Center. This sheet will be forwarded to Healthways to help provide support to have Surfside host the program. This will be sent to Healthway's once we have 100 signatures.

### **19. 96<sup>th</sup> Street Park Renovation**

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

1. Green Space/Athletic Field
2. Two age specific playgrounds
3. Building / Pavilion
4. Recreational Basketball Court
5. Minimal Field Lighting
6. Landscaping

The funding options along with a project timeline were reviewed during the March 2015 Parks and Recreation Committee Meeting. The Committees recommendation was to move forward with the proposed budget amount included in the Parks and Recreation 5 year Capital Plan. This total was \$675,000. The balance of Parks and Recreation capital project developer contributions available to fund the project is \$459,575. The additional funds needed will be included and requested in the budget process for FY 15/16. The Parks and Recreation Department will submit a request for proposals from the approved Architectural Firms on a scope of work needed. This will be a request only for a cost amount to start the planning process. Once the proposals are received they will be reviewed by staff and a recommendation on design and a cost will be present to the Town Commission. At this time no funds for the design process are being requested.

### **20. Tri-Town July 4<sup>th</sup> Celebration**

The Parks and Recreation Department had preliminary talks with the Bal Harbour on the possibility of working on a joint Tri-Town July 4<sup>th</sup> Celebration to be held at 96<sup>th</sup> Street beach. The proposal was presented to the Parks and Recreation Committee during the January 27, 2015 meeting. The Parks and Recreation Committee voted unanimously to keep the Town's existing 4<sup>th</sup> of July celebration as is.

The Committee felt that it was a great idea to have a special event to include Bay Harbor, Bal Harbour and Indian Creek in the future. The recommendation was to possibly have the event include all the parks within the Towns. This item will be followed up by the Parks and Recreation Department moving forward. This Item will be a FY 2015/2016 budget request if needed.

## **21. Keep America Beautiful Recycling Containers Grant Program**

The Parks and Recreation Department submitted a grant application to the Keep America Beautiful Dr. Pepper Public Park Recycling Grant Program. The grant application was received by Keep America Beautiful on March 25, 2015. The application was for 8 recycling containers to be used within the Park facilities. The Town will be notified by April 24, 2015 as to its status. An update will be provided then.

## **Police Department**

### **22. Traffic Issues**

Town and Police Department staff met with representatives of the Florida Department of Transportation on December 18 to discuss requests from residents for the installation of traffic signals at 96 Street and Abbott Avenue, 91 Street and Collins Avenue, 92 Street and Harding Avenue, and 90 Street and Harding Avenue. FDOT reviewed and reported that 96 Street and Abbott Avenue, 91 Street and Collins Avenue, and 92 Street and Harding Avenue intersections do not meet the minimum requirements for the installation of traffic signals. We are waiting on a response for the other intersections. PD staff and the Town Manager held a community meeting for Byron Avenue residents on January 20, 2015 on traffic issues. A Miami-Dade County Traffic Division representative was also present to answer concerns. PD had a daily detail in place during rush hour as well as temporary road closures for speed enforcement and to control cut through traffic. Although the road closures reduced the traffic intrusion onto Byron Avenue, they did create heavy traffic congestion on Abbott Avenue. Miami-Dade County will conduct a traffic count on Byron Avenue. Town staff has recommended a traffic engineering study for a more permanent solution as well as loop detections at the traffic signals on Collins and Harding Avenues. Future meetings are necessary to determine the preferred options. Town staff has met with Miami-Dade County Commissioner Sally Heyman, Dr. Joan Shen – Chief of Miami-Dade County Traffic Engineering Division, Ayman Elbermawy – Section Head Miami-Dade Traffic Operations, William Paz – Traffic Signals Operations Engineer, Ramon Sierra – FDOT Assistant District Traffic Operations Engineer, Omar Meitin – FDOT District Traffic Operations Engineer, Khalil Maarouf – FDOT Traffic Operations Analyst, and traffic engineers from Calvin, Giordano and Associates on these traffic issues. Daily traffic enforcement details have been in effect for three months for speeding, running stop signs, illegal parked vehicles, and no through trucks and have resulted in hundreds of citations and warnings.

A plan of action has been developed with the support of area residents to address the public safety matters related to vehicular traffic in the single family residential areas. After lengthy reviews of documented traffic studies, analysis and temporary measures, the following actions will take place:

90 Street & Byron Avenue will be closed to northbound vehicular traffic. A landscaped concrete curb will be installed on the north side of the intersection of 90 Street & Byron Avenue allowing pedestrian,

special needs and bicyclist's access only. The 9000 block of Byron Avenue will become a dead end street with vehicular access from the north / 91 Street. 18 of the 18 residents who live on this block are in favor of the closing.

94 Street & Byron Avenue will be closed to southbound vehicular traffic. A landscaped concrete curb will be installed on the south side of the intersection of 94 Street & Byron Avenue allowing pedestrian, special needs and bicyclist's access only. The 9300 block of Byron Avenue will become a dead end street with vehicular access from the south / 93 Street. 13 residents are in favor of the change, 3 are not, and 3 did not respond of the 19 who live on this block.

The traffic circle in the intersection of 95 Street & Byron Avenue will be removed. That intersection will be a three way stop intersection.

The 9500 block of Byron Avenue will be enhanced by the addition of four landscaped concrete curb extensions, two at the beginning of the block (North side of intersection at 95 Street & Byron Avenue) and two more at mid-block. The curb extensions will better delineate a single northbound vehicle lane. This feature will make it easier and safer for those exiting residential driveways in the block. The 16 of the 20 residents living at these locations are in favor of the enhancements. We did not get a response from the other four.

There will be speed calming tables installed at the following locations:

- 88 Street, west of Garland Avenue
- 91 Street & Abbott Avenue
- 9500 block of Byron Avenue (Mid-block)

The cost is approximately \$25,000 in funds from the Miami-Dade County Citizens Independent Transportation Trust.

### **23. Pilot Residential Parking Program**

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

### **24. Dog Safety Expo**

Surfside Police Department along with Miami-Dade Police Department and Miami-Dade Fire Rescue Department will host a dog safety expo at Haulover Park on April 12, 9:00 am – 12:00 pm.

### **25. Uniform Crime Statistics**

Surfside Annual Uniform Crime Reports - 2014



Total Part One Crimes (Murder, Forcible Sex Offenses, Robbery, Aggravated Assault, Burglary, Larceny, Motor Vehicle Theft) in Surfside increased from 123 in 2013 to 158 in 2014. Violent crime (Murder, Forcible Sex Offenses, Robbery, Aggravated Assault) decreased from 7 in 2013 to 4 in 2014. Nonviolent crime (Burglary, Larceny, Motor Vehicle Theft) increased from 116 in 2013 and 154 in 2014. The cause for the increase in crime in Surfside from 2013 to 2014 was larceny (93 in 2013 – 131 in 2014). This increase in larceny for the most part was shoplifting and thefts from hotel rooms. Arrests decreased from 169 in 2013 to 133 in 2014.

	Index Total Crimes	%CH	Violent Crime	%CH	Nonviolent Crimes	%CH
2007	174	6.1	20	-50	154	24.2
2008	170	-2.3	34	70	136	-11.7
2009	202	18.8	27	-20.6	175	28.7
2010	167	-17.3	13	-51.9	154	-12.0
2011	183	9.6	4	-69.2	179	16.2
2012	167	-8.7	15	275	152	-15.1
2013	123	-26.3	7	-53.3	116	-23.7
2014	158	28.5	4	-42.9	154	32.8

## **Town Attorney**

### **26. Point Lake**

Follow up with representatives from the Miami-Dade County Property Appraiser (Susan Garces) and County Attorney (Jorge Martinez-Esteve, Esq.) regarding the Town's request for a folio number and assessment on North Canal and Point Lake ("water bodies"). The County Attorney expressed several concerns regarding the uncertainty of the water bodies and stated that the Property Appraiser does not make a determination of ownership of property, particularly, where there is an apparent dispute between owners. The County Attorney further stated that the plat (Normandy Beach) does not specifically legally describe or identify the water bodies, nor contain dedication language. There is no deed of record for the water bodies and ownership of the water bodies appears to be contested. The County Attorney concluded that without a deed for the water bodies, court order, or corrected/amended plat, the Property Appraiser will not assign a folio number or make a determination of ownership of the water bodies.

## **Projects Progress Updates**

### **27. Information Technology & TV Broadcasts**

The IT Department is working with a vendor to provide a quote for WIFI service for the entire Town Hall for employees and guests. IT is gathering quotes to upgrade the broadcast system in phases due to faulty and obsolete equipment. IT will be meeting with the Town regarding the recommendations for Channel 77 enhancements. IT is researching MICA printers for the Finance Department so that all

checks can be printed digitally. IT is getting a quote to replace a camera at the Community Center and to upgrade the access card software. The Barracuda web filtering appliance will be installed by the end of April.

## **28. Public Utilities / Engineering – Public Utilities / Engineering**

The 1 year warranty video of the sanitary sewer mains has commenced and is 100% complete. The engineers have reviewed 72 of the main line sewer runs and have accepted 43 of them. The unaccepted sewer mains will require the line be cleaned and re-televised or require minor repairs that will be completed by the Contractor at no cost to the Town. The Contractor is currently working with his subcontractor to schedule the main line repairs. Also, CGA and the Town met with the City of Miami Beach and negotiated a total sewage invoice credit amount of \$224,943.61 (\$163,943.61 credit for the period of estimated billings during construction and \$61,000.00 for August 2014-October 2014 when CMB meters were down).

### **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	\$859,000
<b>TOTAL</b>	<b>\$11,270,381</b>	<b>\$9,225,928</b>

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

## **29. Town-Owned Seawall Repair**

This item was presented at the November 6, 2014 Special Commission Meeting and received direction to proceed with Option 5 (total of 5 walls) for the budgeted amount of \$1,138,000.00 (additional grant received for \$38,000 from the state). CGA has received approval from FIND to commence with Option 5. The project is scheduled to be completed in 180 days from issuance of the Notice to Proceed.

Respectfully submitted by:



Guillermo Olmedillo, Town Manager



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

**TO:** Town Commission

**FROM:** Linda Miller, Town Attorney *LM*

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

**DATE:** April 14, 2015

**SUBJECT:** Office of the Town Attorney Report for April 14, 2015

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

March 10, 2015 – Town Commission Meeting

March 16, 2015 – Parks and Recreation Committee Meeting

March 26, 2015 – Corridor Analysis Special Planning and Zoning meeting

March 26, 2015 – Design Review Board Meeting and Planning and Zoning Meeting

April 6, 2015 – Tourist Board Meeting

**Ordinances for First Reading:**

- Ordinance amending Chapter 54 “Prohibited Noises”; specifically amending Section 54-77 “Waiver of Division Provisions”
- Ordinance amending Chapter 26 “Elections” by creating 26-13 “Supplemental Qualifying Period”
- Ordinance amending qualifying dates for Town’s March 15, 2016 General Election
- Restructure of Solid Waste Commercial Rates
- Water Supply Facilities Work Plan

**Resolutions prepared and reviewed:**

- Approving the Zambelli Fireworks agreement
- Authorizing the Mayor to enter into an Interlocal Agreement with Miami-Dade County for use of the County Solid Waste System Management System
- Declaring April as Water Conservation Month in the Town Of Surfside, Florida, and Supporting the National “Wyland Mayor’s Challenge For Water Conservation” in the Town of Surfside
- Opposition to HB 1233, Destination Resorts, Gambling and Gaming Bill
- Approving forfeiture funds for purchase of tasers
- Resolution Accepting the Pac Comm, Inc. RFP Response for Seawall Repair
- Resolution approving Agreement with Angie Brewer & Associates, LC for Grant Writing Services

**Town Commission/Town Manager:**

- Review and analyze final revisions of City of Miami Beach Surfside Sewage Conveyance Services Agreement for May 12, 2015 Town Commission Agenda
- Follow-up with City of Miami Beach Attorney’s Office regarding the City’s Design Review Board approval on March 3, 2015 of 8701 Collins Development, LLC (“8701 Collins Avenue”) and meeting with 8701 Collins Development, LLC for project’s impact on Town
- Regulating beach concessions: Communication with the Chief of the Bureau of Public Land Administration and Counsel from the Florida Department of Environmental Protection (FDEP) to discuss options for the Town to regulate beach concessions. Follow-up with FDEP for examples of ordinances from several municipalities and counties throughout Florida as models for public safety regulation, as well as several Attorney General Opinions to support the Town’s regulation authority. Town Attorney’s Office is coordinating with Town Manager and Building Official to survey boundary lines of all properties east of Collins to the Erosion Control Line “ECL” regarding preparation of concession regulation.
- Follow-up with FDEP regarding draft modified consent order with FDEP and Surf Club

- Prepare draft ordinance amending the Town's water supply facilities work plan and applicable elements within the Town's comprehensive plan relating to water supply planning
- Follow up with representatives from the Miami-Dade County Property Appraiser (Susan Garces) and County Attorney (Jorge Martinez-Esteve, Esq.) regarding the Town's request for a folio number and assessment on North Canal and Point Lake ("water bodies"). The County Attorney expressed several concerns regarding the uncertainty of the water bodies and stated that the Property Appraiser does not make a determination of ownership of property, particularly, where there is an apparent dispute between owners. The County Attorney further stated that the plat (Normandy Beach) does not specifically legally describe or identify the water bodies, nor contain dedication language. There is no deed of record for the water bodies and ownership of the water bodies appears to be contested. The County Attorney concluded that without a deed for the water bodies, court order, or corrected/amended plat, the Property Appraiser will not assign a folio number or make a determination of ownership of the water bodies.
- Review in preparation of ordinance for revisions to variance criteria
- Follow up on service of process for municipality
- Review development orders for bond criteria, research distinction between public infrastructure and public property
- Draft letters demanding bonds for development projects within Town
- Research and analyze application of ex parte communication in case law and statute
- Research Miami-Dade ethics laws on conflict
- Research HB 1233 and previous gambling resolutions in Surfside
- Research and analyze Town code on reimbursement, travel and other expenses, and representation of Town of Surfside
- Parking solution team meetings. Research Florida Statutes 287.057(4)-(6) – Public-Private Partnerships
- Follow up with Florida League of Cities, Florida Commission on Ethics, and Miami-Dade County Ethics Commission on mandatory State Ethics training for public officials
- Provided analysis and guidance on zoning in progress for Corridor Analysis of 94<sup>th</sup> Street to 88<sup>th</sup> Street

**Town Clerk:**

- Reviewed Supplement re: Charter Amendments
- Follow up with Miami-Dade County notification regarding March 2016 Election
- Zoning in Progress notice requirements
- Notice requirements
- Review and research Attorney General opinions for public meetings and Sunshine between two bodies
- Follow up on mandatory Ethics Training for Elected Officials
- Opine on public records request exemption for minors

**March 26, 2015 Corridor Analysis Special Planning and Zoning Meeting of 94<sup>th</sup> St. to 88<sup>th</sup> St.**

**March 26, 2015 Planning and Zoning and Design and Review Board:**

*Design Review Board Applications:*

- A. 8718 Byron Avenue – a new single family residence
- B. 8726 Byron Avenue – a new single family residence
- C. 8859 Abbott Avenue – a carport conversion
- D. 908 Surfside Blvd – garage conversion
- E. 9001 Dickens Avenue – fence in the front of the property
- F. 8819 Byron Avenue – garage conversion
- G. 8917 Froude Avenue – build an addition

*Planning and Zoning Agenda:*

- A. Water Supply Facilities Work Plan Ordinance

*Planning and Zoning Discussion Items:*

- A. Sheds
- B. Practical Difficulty Variance
- C. Interior Balcony
- D. Future Agenda Items
- E. Peter Glynn's Request-Proactive

**April 2, 2015 Development Review Group**

8800 Collins Avenue- Surfside Condominiums

**Building Department/Code Enforcement:**

- Follow up with Code Enforcement for on-going settlement of cases

- Research and analyze Florida Statutes and Attorney General opinions on building permit fees
- Research application of Section 14-30 Bond Required of Permit Applicants
- Analysis of Special Master Order SM 1400023 for 9172 Collins Avenue in preparation for Special Master hearing

**Finance Department:**

- Prepare Agreement with Angie Brewer & Associates, LC for Grant Writing Services for grant writing
- Telephone number auditing contract
- Collaborated with Finance and Public Works on commercial solid waste rates
- Review and preparation of budget documents

**Parks and Recreation:**

- Review Zambelli Fireworks agreement
- Follow-up with FDEP Bureau of Public Land Administration regarding beach concession

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

- Parking/ Public-Private Partnership discussions and review
- Review local and Florida Statutes and laws for Resort tax compliance, implementation, and scope.
- Attended staff meeting on Film Ordinance and provided legal guidance. Follow-up research for amendments to film ordinance
- Review and research social media policies of Miami-Dade municipalities

**Public Works:**

- Review proposed restructuring of solid waste commercial rates in preparation for draft ordinance/resolution
- Review the Interlocal Agreement with Miami-Dade County for use of the County Solid Waste System Management System
- Review with CGA to move forward with grant application from FIND for remaining seawalls

**Police Department:**

- Follow-up review of conditions in approved development resolutions related to traffic
- Attended red light seminar and researched and reviewed active class action litigation on red light cameras

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

1. On September 1, 2013, a resident was walking on the north-most sidewalk in the 200 block of 93<sup>rd</sup> Street when she tripped on a raised portion of the sidewalk and fell to the ground. The Surfside Police Incident Report indicates the resident sustained a contusion on her right elbow and abrasions to her chin and both knees. This claim has settled. The Town has elected to carry a \$5000 deductible stop loss; therefore FMIT will be invoicing the Town for \$5000.
2. Julien Deleon - Equal Employment Opportunity Commission (EEOC) Charge #510-2014-05171. Mr. Deleon has filed a Notice of Charge of Discrimination against the Town.
3. Asya Yakobson alleges injuries and vehicle damage occurred on November 18, 2014. She alleges her car was hit by a Surfside police vehicle. The police vehicle was driven by an employee of a car repair dealer who was returning the police vehicle to Town Hall. FMIT is investigating the claim.
4. Donald McGavern vs. Surfside, State of Florida Office of the Judge of Compensation Claims, OJCC Case NO. 14-007583RJH. Claimant, McGavern filed an appeal of a denial of his Workers' Compensation Claim. A final hearing is scheduled for April 13, 2015.
5. Pieter Bakker vs. Town of Surfside, a municipal corporation of the State of Florida and Young Israel of Bal Harbour, Inc. On May 30, 2012, Pieter Bakker filed a complaint in State Court against the Town which alleges counts against the Town including contract zoning, Charter violations, and a request for a writ of certiorari to quash Resolution 12-Z-2078 approving a Site Plan Application to permit Young Israel to build a synagogue on 9580 Abbott Avenue. On September 30, 2013, the Court ordered this matter to be transferred to the Appellate Division. Petitioner, Mr. Bakker filed an Amended Petition for Writ of Certiorari and De Novo Complaint and a Motion for Summary Judgment. The



Court has issued an Order dismissing the Amended Petition for Writ of Certiorari without prejudice. Petitioner, Pieter Bakker has filed a Third Amended Petition for Writ of Certiorari. Surfside has filed a Renewed Motion To Dismiss Third Amended Petition For Writ Of Certiorari.

6. Parker, Et. Al. v. American Traffic Solutions, Et.Al: United States District Court for the Southern District of Florida Civil Action No. 1:14-CV-24010. Plaintiff filed a Master Consolidated Complaint and Jury Demand. This is a class action case brought by plaintiffs who have received red light traffic violations against vendors who contract with municipalities and counties for red-light camera services (American Traffic Solutions “ATS”, “Xerox State and Local Solutions “Xerox”, and Gatso) along with 69 municipalities and counties. The complaint alleges that the Local Government Defendants have improperly outsourced to the Vendors their legislatively granted authority to issue traffic citations and unlawfully delegated to the Vendor defendants the authority to determine whether a traffic violation has occurred.

**Special Matters:**

- Continued monitoring of new case law and legislation on Federal, State, and County.



**TOWN OF SURFSIDE**  
**Tourist Board Meeting**  
**Monday February 2, 2015 – 6:30 p.m.**  
**Town Hall Commission Chambers**  
 9293 Harding Avenue, 2<sup>nd</sup> Floor  
 Surfside, FL 33154

**MINUTES**

**Tourist Board Members**

Chair Michelle Kligman  
 Vice Chair Dr. Elizabeth Levine  
 Sandra Argow  
 Joel Baum, CPA  
 Barbara Cohen

**Town of Surfside**

Eli Tourgeman, Vice Mayor / 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**

Chair Michelle Kligman called the meeting to order at 6:31pm.  
 All of the above listed Board members were present and a quorum was established.

**Also in attendance** – Guillermo Olmedillo, Town Manager, Jane Graham, Assistant Town Attorney, Linda Miller, Town Attorney, Nissa Benjamin, Marketing and Special Projects

**II. Approval of January 12, 2015 Meeting Minutes**

Barbara Cohen motioned to approve the minutes; Dr. Elizabeth Levine seconded the motion. The motion passed unanimously and the minutes were approved.

**III. A/R ~ Resort Tax ~ Compliance Update**

Duncan Tavares advised that Town Staff (Finance, Town Manager, and Tourist Bureau) met on this item. Given the current requirements and process a change to the ordinance is not warranted. The number of non-compliant businesses is minor and they all comply. Joel Baum inquired about having the individual licensee fill out a personal liability form. Duncan Tavares advised that an application is signed by each business owner as a guarantee to pay the resort tax. Sandra Argow inquired about making the resort tax report more identifiable by business name for those names that are not clear. (i.e. Blugreen Vacation d/b/a Solara).

**IV. Other Updates:**

**1) Joint Meeting with the Town Commission Monday March 9, 2015 at 7:00pm**

Dr. Elizabeth Levine advised that she is no longer able to make it to the March 9, 2015 joint meeting. Duncan Tavares advised that he will reschedule the meeting. Linda Miller suggested that the Board come up with a few available dates to present to the Town Commission. The

date of April 13 was suggested, but Sandra Argow advised that it may be too much material for the Town Commission to read, as there is a Commission meeting the following day. Vice-Mayor Tourgeman advised that this item has been prolonged for about a year and a commitment on the date needs to be made. Linda Miller advised that a super majority of both groups is needed (4 of 5 members of each group). Duncan Tavares will provide options to the Town Commission and Tourist Board.

**2) Mobile APP Update**

Duncan advised that a meeting is scheduled for tomorrow February 3, 2015 with the vendor.

**3) Third Thursdays ~ February 19: Year of The Sheep**

Duncan Tavares provided an update on January's event. It was a great turn out (estimated at 1200 people) and the number of people who signed up for the Surfside Circle was significant (110). The Marlins promotional team was a huge hit; however the mascot was not able to make it due to traffic.

**4) Tourist Board Informal Meet Up**

Duncan Tavares advised that due to the lack of response he has been unable to confirm a meeting date.

**5) Request For A Round Table**

Duncan Tavares advised that he discussed this request with Public Works which oversees the maintenance of the Chambers. However due to the size of table required and the connectivity of the I.T. equipment, as well as storage issues, this request cannot be accommodated.

**V. Extension Of Business District Tree Light Time Period ~ Dr. Elizabeth Levine**

Dr. Elizabeth Levine advised that she has received multiple compliments and requests to have the lights extended. She has spoken with the Director who advised that it costs \$300 in electricity monthly. The vendor has agreed to keep the lights until April at no cost to the Town. She made a motion, for discussion purposes, to open up the conversation on the tree lights extension; Barbara Cohen seconded the motion.

Barbara Cohen suggested installing a camera to see who is unplugging the lights. Duncan Tavares advised that there is a cost associated with extending the period as the Town is renting the lights and there needs to be nightly checks due to the number of outages experienced through vandalism and the GFIs. The cost for Public Works nightly inspections due to the overtime required is \$800 per week from February 15 – April 19, 2015. Barbara Cohen suggested hiring a temp agency to monitor the lights.

Michelle Kligman wants the Director to come back with solutions on cost options to keep the trees lighted. Duncan Tavares advised that by the time the Tourist Board meets in March the contract with the vendor will have ended. Vice-Mayor Tourgeman does not agree with spending money just to check the lights and would rather have the merchants report the light outages. Duncan Tavares advised that the vendor comes every 2-3 nights to check as part of their contract for the agreed time period only. Dr. Elizabeth Levine made a motion to extend the holiday lights until April 30, 2015; Joel Baum seconded the motion. The motion passed unanimously.

**VI. Sister Cities**

Duncan Tavares advised that the Town Commission is looking for the Tourist Board to spearhead this program. He is seeking feedback from the Board on suggestions for sister cities. Chair Michelle Kligman does not see the correlation between the Sister City program and the Tourist Board and feels that the Mayor and not the Tourist Board should guide this program. Duncan Tavares advised that the program could foster relationships with other cities. It can be seen as a branding mechanism to be paired with a similar city with tourism and cultural exchanges. As is the focus of Bal Harbour's program. Joel Baum inquired about the cost and was advised that the cost to join is minimal, but the program costs depend on what the Board's objectives would be. Sandra Argow inquired if this program is something that the Tourist Board is interested in as she feels that it is too large of a project for the Tourist Board to take on. Joel Baum made a motion not to move forward with the Sister City program; Sandra Argow seconded the motion. The motion passed 4-1 with Barbara Cohen voting in opposition.

**VII. Tourism Social Media Policy – Handout at Feb 2 meeting for March 2 discussion.**

Duncan Tavares requested that the Board develop Social Media policies and procedures from a tourism prospective – something that would govern the marketing of the destination and not be something that is all encompassing at a municipal level. Dr. Elizabeth Levine would like to see it come from the Town Commission (top-down) first rather than Tourist Board (bottom-up). She does not want to develop something and would rather have the Director present something. Duncan Tavares will bring the guidelines and policies at the next meeting for discussion. Barbara Cohen made a motion to allow Duncan Tavares to start the social media policies and procedures guidelines; Dr. Elizabeth Levine seconded the motion. The motion passed unanimously.

**VIII. Other Business**

Sandra Argow would like to see the Miss Surfside contest be brought back to Town. She made a motion to revisit the Miss Surfside Competition week in conjunction with Gulfstream, as well as expand and research events that the Tourist Board can do; Elizabeth Levine seconded the motion. The motion passed unanimously. Chair Michelle Kligman would like to see a Surfside tradition started. Dr. Elizabeth Levine would like to see fashion shows that include Surfside vendors. Sandra Argow wants the Board to come back with ideas at the next meeting. Vice-Mayor Tourgeman reminded the Director of the workshop held with the previous Tourist Board members and recommends that he sends this Board the recommendations from that workshop.

Vice-Mayor Tourgeman spoke on the Silver Sneakers program and wants the Board and the residents to support the idea. Barbara Cohen would like to see a petition put up for people to sign. It was suggested that a sign-up sheet be placed at both the Community Center and Town Hall for people to sign up. Duncan Tavares will contact the Parks & Recreation Director on this as this is an initiative under his department.

Vice- Mayor Tourgeman thanked everyone for their support during his time of bereavement.

**IX. Next Tourist Board Meeting: Monday March 2, 2015 at 6:30pm (Social Media Policy)  
Joint Meeting with the Town Commission: TBD (Information packet provided at Feb 2 meeting)**

**X. Public Comment**  
None.

**XI. Adjournment**

Dr. Elizabeth Levine made a motion to adjourn the meeting; Sandra Argow seconded the motion. The motion passed unanimously. The meeting ended at 8:17pm.

Accepted this 2<sup>nd</sup> day of March, 2015

Elizabeth Levine

Member (Print)

[Signature]

Signature

Attest:

[Signature]

Frantza Duval  
Recording Clerk



**TOWN OF SURFSIDE  
SPECIAL PLANNING AND ZONING BOARD MEETING**

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

**FEBRUARY 18, 2015  
6:30 PM**

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**MINUTES**

**1. CALL TO ORDER**

Chair Lindsay Lecour called the meeting to order at 6:35 pm.

**2. ROLL CALL**

Recording Clerk Frantza Duval called the roll with the following members present: Board Member Peter Glynn, Chair Lindsay Lecour, Vice Chair Jacob Kligman and Board Member Armando Castellanos. Board Member Moisha Rubenstein was absent. Commissioner Cohen attended as liaison.

Chair Lecour invited Commissioner Michael Karukin to speak. Commissioner Karukin thanked the Board for keeping this process moving as more and more developers are inquiring about the town of Surfside especially the east/west side property aggregation. He asks the Board to also consider other elements such as the historic perseveration issues, Policies One and Three in the comprehensive plan, future land use, density and intensity. Chair Lecour thanked Mr. Karukin for bringing the matter up and for his leadership.

**1. DISCUSSION ITEMS:**

**A. Corridor Analysis Presentation-** Town Planner Sarah Sinatra thanked the Board for allowing this as a separate issue which will allow enough time to properly present the item. She explained that it was a two prong approach, first being the base line or existing conditions. This portion will be discussed this evening and then they will come back with a future plan, Mr. Gianni Feoli, Director of Landscape for CGA gave a detailed power point presentation. He touched on ownership of properties and designated historic preservation structures. He showed what the worst scenario could be and other options



that could be developed all for discussion purposes. He also reviewed the current zoning conditions, signalization, cross roads and pedestrian crosswalks.

The first component for discussion is with historic preservation as the society has designated one property but only the facade of the structure. The entire report has not yet come out and we do not know what the approach will be for the entire district. However, the buildings there do provide an historic sense to that street and Mr. Feoli believes we have some tools to encourage the historic preservation to help modulate the massing of the buildings. Also to consider redefining the depth of a frontage and include language in the code that any façade designated as historic be visible from the right of way. Also mentioned were breaks of buildings, and lighting. There were other redefinitions and language to this affect. All of these items for discussion will help reduce the massing.

After the presentation Mr. Feoli addressed questions from the Board and to get some direction.

Chair Lecour opened the meeting for public discussion.

-Michael Karukin would like more definition on the high probability items regarding aggregation, one being on 94/95<sup>th</sup> Street. He also said anytime we increase setbacks it is a good thing to consider and feels the item on the mid block crossing may be a bit of a challenge.

Commissioner Cohen left the meeting at 7:46 p.m.

Board Member Glynn said it was a very good presentation and this is a very important issue they are facing. If we allow the construction to continue in the same manner we will be living in a tunnel with building after building and we have to stop it or we will lose Surfside. The one thing he always loved about Surfside was the low buildings. He feels the Board has to stand up for what it believes and then let the lawyers battle it out. He said they should redefine the borders as they are today, rejoin these pieces and all have the same setbacks and cannot build bigger than they are today. There was much discussion regarding height of buildings and setbacks.

Chair Lecour would like to focus more on building lengths, setbacks, and breezeways. Chair Lecour suggested 20 foot setbacks all around and come up with the footage of building lengths. She asked if single family homes would be allowed in this corridor and Mr. Feoli said they would be allowed but the market pressure would not want that. Retail and restaurants was also discussed for the district. Town Planner Sinatra gave further details and the procedures that would have to be taken by referendum for this.

Vice Chair Kligman said he has mixed feelings regarding breezeways and referred to Coral Gables. He said they can become just hallways, rather dark and can be dangerous. Mr. Feoli addressed the concern and said there has to be habitable use for these corridors and what should be discussed is how wide they should be. As development continues something to consider is breezeways be lined up with an existing one to provide continuity.



Board Member Glynn said, to be somewhat radical, he would like to define length and he would like to see 75 feet and a 17 foot wide breezeway. He likes the idea of large openings and not seeing large walls like the Marriott. With 17 foot breezeways we can define what type of lighting and or landscaping is required as to not have an alley appearance. Mr. Feoli suggested redefining Collins and Harding to achieve what they want. Board Member Glynn said they have to take bold measures now as Surfside is a place developers are after and standards have to be set before they lose control.

There was further discussion on length of buildings and Vice Chair Kligman suggested making too strict a code could result in no developers wanting to come in.

Public Speaker Jeff Platt said pool decks, such as the one in the Marriott, is just not a pool deck but there are structures on the roof such as a bar and a place to eat and understands now they are going to bring in music and entertainment. He believes this exceeds the 12 foot limit they were discussing.

Vice Chair Kligman suggested that on corner lots only one street be designated as having a 20 foot setback, with the smaller street giving less of a restriction. Mr. Feoli suggested putting in some language that if the property is on a corner than it have some prominence to it. He said we can define design restrictions.

Many different elements were discussed such as wall openings and historic preservation.

After much discussion Mr. Feoli recapped the Board's suggestions as follows:

-Board Member Glynn's scenario as follows: a minimum 20 foot street frontage all the way around; maximum building length of 75 feet; requirement for a 17 foot pedestrian corridor every 75 feet; a minimum of an interior side setback of 8.5 or 10 percent. The parapet on Collins side down to 48 inches or 4 feet and on Harding keep it at three feet. Also keeping the building articulation at 50 feet on all sides.

-Vice Chair Kligman's scenario as follows: a 20 foot street frontage for Harding and Collins and 10 feet East/West; maximum building length of 150 feet; a requirement for a 12 foot pedestrian corridor every 75 feet; minimum of an interior side setback of 6 feet or 10 percent. The parapet on Collins side down to 48 inches or 4 feet and on Harding keep it at three feet. Also keeping the building articulation as is.

Mr. Feoli will come back with a visual presentation of what the Board has discussed and the presentation will show what the massing would look like. To allow enough time for this presentation, the Board will meet an hour early (6:00 P.M.) on March 26, 2015 followed by the regular DRB/P&Z MEETING.

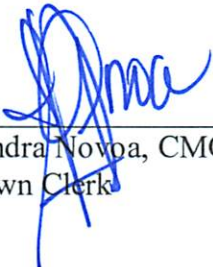
#### 4. ADJOURNMENT.

There being no further business to come before the Planning and Zoning Board the meeting adjourned at 8:42 p.m.

Accepted this 26<sup>th</sup> day of March, 2015

  
Chair Lindsay Lecour

Attest:

  
Sandra Novoa, CMC  
Town Clerk



## TOWN OF SURFSIDE

MUNICIPAL BUILDING  
9293 HARDING AVENUE  
SURFSIDE, FLORIDA 33154-3009

### PARKS AND RECREATION ADVISORY COMMITTEE MEETING

Monday February 23, 2015

7:00 pm

Surfside Community Center  
9301 Collins Avenue

### MINUTES

1. Roll Call of Committee Members

Retta Logan called the meeting to order at 7:14pm.

**Also in attendance:** Eliana Salzhauer, Tim Milian, Parks and Recreation Director, Shlomo Danzinger, Alberto Aguirre, Marta Olchyk, Liaison, Frantza Duval, Recording Clerk, Linda Miller, Town Attorney.

Veronica Lupinacci is absent with regrets.

2. Approval of minutes from 1/27/15

Alberto Aguirre made a motion to approve the January 27, 2015 minutes; Shlomo Danzinger seconded the motion. The motion passed unanimously. The minutes were approved.

3. Hip Hop pilot class

Tim advised that 19 kids participated in the class last Friday, which was excellent. The Town staff provided feedback program surveys and 10 surveys were returned. The only issue was 7-12 age range being so wide.

Some of the feedback was that was received was that the class moved fast.

Retta advised that the instructors dance moves were complex and the instructor did not look enthusiastic. Tim will contact the company regarding this.

Retta recommended a class for the younger kids.

Eliana Salzhauer entered the meeting at 7:17pm.

Tim advised that for programming purposes the class will still be for ages 7-12 and at 5:30pm. Tim will work on a program for the younger kids.

The class will be from March 13 to May 8 at \$10 per class.

4. Tennis Court Reservations (fees)

Tim advised that the youth tennis program has generated, year-to-date, \$20,000 in revenue.

There is more demand for the courts as the youth program takes up two courts and Margaret does adult doubles on Monday.

Tim advised that starting tonight there is now an implemented reservation fee for the court, where residents pay \$5 for an hour and professionals pay \$10 for an hour.

Reservations can be made one week in advance for a one-hour reservation time spot. Without a paid reservation, there is no guarantee for a court.

During the hours of 5pm-7pm, there will be no professionals on the court teaching.

Tim will provide the Committee and update in April on court reservations.

5. 11 week Summer Camp for 2015 (new fees)

Tim advised that the kids have 11 weeks of summer this year. Parks and Recreation will be able to host the full 11 weeks, which will be within the budget.

There will be a regular 8-week camp and a 3-week extended camp.

There is an increase in registration fees for the 8-week camp, which has gone up from \$700 to \$750. The cost for each session has increased from \$450 to \$475. The cost for the extended camp for residents for the three weeks is \$275. If you chose to not to do the full 3-weeks of the extended camp you can choose to pay \$125 for each week.

Summer camp starts at 9:00am with early drop off at starting at 8:00am. Summer camp ends at 5:00pm with late pick up from 5:00pm to 6:00pm.

Field Trips are still two days a week.

The cost for teen camp has increased from \$600 to \$650 for the 8-weeks.

Residents can sign up for Summer Camp within the first four weeks of registration, with registration set to begin in April.

Spring Break Camp will be the same as last year and currently there are nine students signed up.

Commissioner Liaison Olchyk inquired on the status of 96<sup>th</sup> street Park and Tim advised that it will be on the Commission Agenda for funding sources.

Tim advised that Ross Prieto, the Town Building Official would try to be here in March to explain the process.

The next meeting date is March 16, 2015.

Tim will add grants, 96<sup>th</sup> street Park, and the Fourth of July program to the agenda for further discussion at the next meeting.

Eliana advised that the Committee voted against using grants and Tim advised that he wants to go over it again.

#### 6. Community Input

Eliana advised may not be able to attend the next meeting and wants to be teleconferenced at the next meeting. Linda Miller, Town Attorney advised that the Town does not have a policy on it, but according to the Attorney General, there must be extraordinary circumstances to be phoned in. Eliana inquired if she could call in to listen and Linda Miller advised that yes, but with an understanding that Eliana is not able to vote on any matter being discussed at the meeting.

Eliana inquired about pool hours and Tim advised that the pool would go back to 6:30pm in March.

Tim is working on identifying funds and he is working with the Town Manager on this item. Tim will try to have Ross Prieto, the Town Building Official at the next meeting to explain the process.

Commissioner Liaison Olchyk inquired about the details of funds for the Fourth of July and Tim advised that the Fourth of July is a budgeted item.

It was suggested that funds be solicited from the hotels for fireworks. Tim advised that funds could not be solicited through department heads. If an entity wanted to donate/sponsor it then it would be different, but Town staff cannot actively solicit.

Tim advised that the fireworks are budgeted for \$8,000 under Parks and Recreation and \$4,000 under the Tourist Board for a total of \$12,000.00

Commissioner Liaison Olchyk inquired if cutting the fireworks show time will save the Town money and Tim advised that he could find out.

Commissioner Liaison Olchyk inquired about the closing of the pool for maintenance. Tim advised that some repairs to the tiles on the pool needed to be done. The building, concession, and lifeguard stands are being painted. All of the tiles are being grouted. Breakpoint chlorination is being done, which requires the pool to be closed for 24hrs. Commissioner Liaison Olchyk inquired about the cost for all of the maintenance. Tim advised that the cost to paint is \$3,200, roughly and the tile is \$1,200, which are both budgeted. Only the main pool was closed during this time.

#### 7. Meeting Adjournment

Shlomo Danzinger made a motion to adjourn the meeting, Eliana Salzhauer seconded the motion. The motion passed unanimously. The meeting ended at 7:53pm.

Accepted this 16 day of MARCH, 2015

Retha Logan  
Member (Print)

[Signature]  
Signature

Attest:

[Signature]  
Frantza Duval  
Recording Clerk



## **Town of Surfside Commission Communication**

**Agenda #:** 3F

**Agenda Date:** March 10, 2015 / April 14, 2015

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

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

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

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

**Staff Impact:** None

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

  
\_\_\_\_\_  
Public Works Director

  
\_\_\_\_\_  
Town Manager

**RESOLUTION NO. 15 - \_\_\_\_\_**

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

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

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

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

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

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

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

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

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

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



**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Motion by \_\_\_\_\_,

Second by \_\_\_\_\_.

**FINAL VOTE ON ADOPTION**

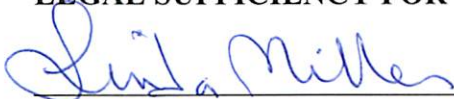
Commissioner Barry Cohen	_____
Commissioner Michael Karukin	_____
Commissioner Marta Olchyk	_____
Vice Mayor Eli Tourgeman	_____
Mayor Daniel Dietch	_____

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

**ATTEST:**

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

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

  
\_\_\_\_\_  
Linda Miller, Town Attorney



CARLOS A. GIMENEZ

MAYOR  
MIAMI-DADE COUNTY

July 18, 2014

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

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

Dear Mayor Dietch:

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

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

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

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

Sincerely,

A handwritten signature in dark ink, appearing to read "Carlos A. Gimenez", is written over a horizontal line.

Carlos A. Gimenez  
Mayor

Attachments

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

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

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

Dear Ms. Hudak:

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

Sincerely,

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

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

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

**BACKGROUND RECITALS**

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

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

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

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

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

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

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

County Resolution No. R-167-13  
Contract City Resolution No. \_\_\_\_\_

## DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **ARTICLE 1**

#### **CONSTRUCTION OF INTERLOCAL AGREEMENT**

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

### **ARTICLE 2**

#### **RESPONSIBILITIES OF THE COUNTY**

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

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

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

### **ARTICLE 3**

#### **RESPONSIBILITIES OF THE CONTRACT CITY**

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

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

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

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

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

Other than:

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

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

Then in that case:

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

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

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

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

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

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

#### **ARTICLE 4** **WEIGHING RECORDS**

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

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

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

#### **ARTICLE 5**

##### **SHORT-TERM DISPOSAL**

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

#### **ARTICLE 6**

##### **RELATIONSHIPS OF THE PARTIES**

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

#### **ARTICLE 7**

##### **HEADINGS**

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

## **ARTICLE 8**

### **DURATION OF AGREEMENT**

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

## **ARTICLE 9**

### **AGREEMENT GOVERNS; ENTIRE AGREEMENT**

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

## **ARTICLE 10**

### **REPRESENTATIONS OF THE COUNTY**

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

## **ARTICLE 11**

### **REPRESENTATIONS OF THE CONTRACT CITY**

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

## **ARTICLE 12**

### **APPROVALS AND NOTICES**

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

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

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To Contract City -

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

#### **ARTICLE 13**

##### **AMENDMENT TO AGREEMENT**

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

#### **ARTICLE 14**

##### **NON-ASSIGNMENT**

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

#### **ARTICLE 15**

##### **RIGHTS OF OTHERS**

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

#### **ARTICLE 16**

##### **WAIVER**

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

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**ARTICLE 17**  
**FORCE MAJEURE**

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

**ARTICLE 18**  
**COUNTY EVENT OF DEFAULT**

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

**ARTICLE 19**  
**CONTRACT CITY EVENT OF DEFAULT**

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

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

#### **ARTICLE 20**

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

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

#### **ARTICLE 21**

##### **TERMINATION**

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

#### **ARTICLE 22**

##### **COUNTERPARTS**

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

#### **ARTICLE 23**

##### **INVALIDITY OF PROVISIONS**

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



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

Attest: HARVEY RUVIN,  
Clerk of the Board

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

By: \_\_\_\_\_  
Deputy Clerk

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

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

\_\_\_\_\_  
Assistant County Attorney

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CONTRACT CITY

\_\_\_\_\_,  
a Florida Municipal Corporation

ATTEST:

\_\_\_\_\_

By:

\_\_\_\_\_

\_\_\_\_\_

This day of \_\_\_\_\_, 20\_\_

[corporate seal]

APPROVED AS TO INSURANCE  
REQUIREMENTS:

\_\_\_\_\_

APPROVED AS TO FORM AND  
CORRECTNESS:

\_\_\_\_\_

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## **Town of Surfside Commission Communication**

**Agenda Item:** 3G

**Agenda Date:** April 14, 2015

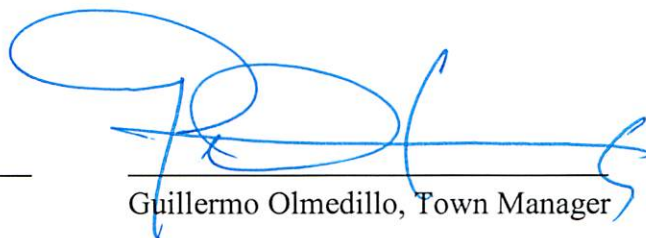
**Subject:** Grant Writing Services Agreement

**Background:** The Town of Surfside issued a Request for Proposal (RFP) on October 28, 2014 for qualified firms to provide grant writing services. Angie Brewer & Associates was chosen as the most responsible and responsive bidder. On March 10, 2015, the Town Commission adopted Resolution No. 15-2283 awarding the grant writing services bid to Angie Brewer & Associates.

This Resolution would authorize the Town Manager to enter into an agreement with Angie Brewer & Associates. The agreement provides the Scope of Services, the terms to include payment based on a per assignment/by task completion only on the work completed. The term of the agreement shall commence on April 14, 2015 and is to remain in effect until terminated.

**Recommendation:** It is recommended that the Town Commission adopt the attached Resolution approving the agreement for awarding grant writing services to Angie Brewer & Associates.

  
\_\_\_\_\_  
Donald Nelson, Finance Director

  
\_\_\_\_\_  
Guillermo Olmedillo, Town Manager

**RESOLUTION NO. 15 - \_\_\_\_\_**

**A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE AGREEMENT FOR GRANT WRITING SERVICES WITH ANGIE BREWER AND ASSOCIATES, LC ATTACHED HERETO AS ATTACHMENT "A" TO APPLY FOR GRANTS ON BEHALF OF THE TOWN PER THE REQUEST FOR PROPOSAL NO. 2014-009 (THE "RFP NO. 2014-009"); PROVIDING FOR IMPLEMENTATION AND AUTHORIZATION OF AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on March 10, 2015, the Town Commission adopted Resolution No. 15-2283, and authorized the Town Manager to enter into an agreement with Angie Brewer & Associates, LC as the most responsible and responsive bidder to provide grant writing services as outlined in the RFP No. 2014-009.

**WHEREAS**, Angie Brewer & Associates, LC has agreed to enter into an Agreement attached hereto as Attachment "A" with the Town to apply for grant on behalf of the Town as outlined in the RFP No. 2014-009; and

**WHEREAS**, the Town Commission has determined that it is in the best interests of the Town to enter into the Agreement attached hereto as Attachment "A" with Angie Brewer & Associates, LC for grant writing services as set forth therein.

**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 Agreement, attached hereto as Attachment "A" between the Town and Angie Brewer & Associates, LC is hereby approved. The Town Manager and/or his designee is hereby authorized to execute the Agreement on behalf of the Town.

**Section 3. Implementation and Authorization.** The Town Manager is hereby authorized to take all action necessary to implement this Resolution and the Agreement in accordance with the terms, conditions and purposes of this Resolution and the Agreement.

**Section 4. Effective Date.** That this Resolution shall be effective immediately upon adoption.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Motion by \_\_\_\_\_,

Second by \_\_\_\_\_.

**FINAL VOTE ON ADOPTION**

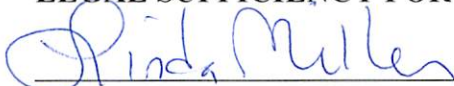
Commissioner Barry Cohen	_____
Commissioner Michael Karukin	_____
Commissioner Marta Olchyk	_____
Vice Mayor Eli Tourgeman	_____
Mayor Daniel Dietch	_____

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

**ATTEST:**

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

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

  
\_\_\_\_\_  
Linda Miller, Town Attorney

**AGREEMENT FOR GRANT WRITING SERVICES**

**THIS AGREEMENT FOR GRANT WRITING SERVICES**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between the **TOWN OF SURFSIDE, FLORIDA**, a municipal corporation, hereinafter referred to as "TOWN," and **ANGIE BREWER & ASSOCIATES, LC**, a Florida limited liability company, hereinafter referred to as "CONTRACTOR".

**W I T N E S S E T H:**

**WHEREAS**, TOWN issued a Request for Proposal on October 28, 2014 seeking a consultant to provide services necessary for the planning, soliciting, documentation, monitoring and other related work pertaining the administration of federal, state or other sources of grant writing assistance on an as-needed basis pursuant to Request for Proposal ("RFP") No. 2014-009; and

**WHEREAS**, CONTRACTOR has submitted a responsive proposal which resulted in awarding the grant writing bid to Angie Brewer and Associates by TOWN to provide TOWN with said services pursuant to Resolution No. 15-2283; and

**WHEREAS**, the Town Manager is authorized to administratively approve and execute this Agreement on behalf of TOWN; and

**WHEREAS**, TOWN and CONTRACTOR desire to enter into this Agreement for Grant Writing Services so as to set forth the terms and conditions upon which CONTRACTOR shall provide services necessary for the planning, soliciting, documentation, monitoring and other related work pertaining to the administration of federal, state or other sources of grants on an as-needed basis.

**NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:**

1. **Definitions:** The following terms shall have the meanings herein ascribed to them:

A. Town Manager shall mean the Town Manager of the Town of Surfside, Florida, or his designee.

B. Project shall mean the Scope of Services to be performed by CONTRACTOR pursuant to this Agreement. The Project Scope of Services shall include all necessary labor, materials, equipment, tools, consumables, transportation, skills and incidentals required to provide the services necessary for the planning, soliciting, documentation, monitoring and other related work pertaining to the administration of federal, state or other sources of grants on an as-needed basis. A more specific description of the Project Scope of Services is set forth within Exhibit A, a copy of which is attached hereto and incorporated by reference herein. Exhibit A describes the specific services to be provided by CONTRACTOR. CONTRACTOR shall have properly trained personnel to

accomplish a quality provision of the Project Scope of Services to the satisfaction of the Town Manager. CONTRACTOR shall provide the Scope of Services in strict conformance with Request for Proposal RFP NO. 2014-009, a copy of which is on file in the Office of the Town Clerk of TOWN and is deemed incorporated by reference into this Agreement. CONTRACTOR covenants to strictly comply with all of the terms and conditions of Request for Proposal NO. 2014-009. In the event of any conflict between the terms set forth in the main body of this Agreement and Request for Proposal RFP NO. 2014-009, the terms and conditions set forth in the main body of this Agreement shall control.

2. **Scope of Services:** CONTRACTOR shall provide the Project Scope of Services pursuant to Exhibit A, in writing, in advance, by the Town Manager. There is no minimum amount of Project Scope of Services guaranteed by this Agreement. The Town Manager shall cause a purchase order to be prepared which identifies the specific Project Scope of Services desired by TOWN and to be provided by CONTRACTOR. The purchase order shall include the specific Scope of Services and shall set forth a schedule upon which said services shall be provided by CONTRACTOR. The Town Manager shall determine the quantity of Project Scope of Services to be provided CONTRACTOR.
3. **Payment:** The fee structure is based on per assignment/by task completion based only on the work required. The fee will be a lump sum and will never be a percentage of the grant award. The TOWN only commits to the professional service fees for the grant funding opportunities the TOWN decides to pursue. TOWN shall pay CONTRACTOR the invoice amount within thirty (30) days of receipt of a full, complete invoice to the satisfaction of the Town Manager. CONTRACTOR shall provide invoices to TOWN no more often than monthly with regard to the project scope of services.
4. **Term:** The term of this Agreement shall commence on April 14, 2015 and shall remain in effect until terminated.
5. **Termination Without Default:** The Town Manager shall have the right at any time upon thirty (30) days written notice to CONTRACTOR to terminate the services of CONTRACTOR hereunder for any reason whatsoever. In the event of such termination, TOWN shall be responsible to CONTRACTOR only for the fees and compensation earned by CONTRACTOR prior to the effective date of said termination. In no event shall TOWN be responsible for lost profits of CONTRACTOR or any other elements of a breach of contract.
6. **Assignment:** CONTRACTOR shall not assign, sell, or transfer any interest in this Agreement.
7. **Compliance with Applicable Law:** This Agreement shall be governed by the laws of the State of Florida. CONTRACTOR covenants to promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance.

CONTRACTOR covenants that it will conduct no activity or provide any service that is unlawful or offensive. The parties hereby agree that all disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of and venue in the competent courts located in Miami-Dade County, Florida and consent to the personal and exclusive jurisdiction and venue of these courts.

8. **Disclaimer of Joint Venture:** CONTRACTOR and TOWN warrant and represent by the execution of this Agreement it is not the intent of the parties that this Agreement be construed or deemed to represent a joint venture or undertaking between TOWN and CONTRACTOR. CONTRACTOR shall be solely responsible for the conduct of all activities and services provided by CONTRACTOR as part of its business operations. While engaged in carrying out and complying with the terms of this Agreement, CONTRACTOR is an independent contractor and not an officer or employee of TOWN. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are employees of TOWN.
9. **Right of Inspection:** The Town Manager shall have the right at all reasonable times during the term of this Agreement to inspect or otherwise evaluate the work being performed hereunder and the premises in which it is being performed.
10. **Remedies - Cumulative:** All remedies hereinbefore and hereinafter conferred to TOWN shall be deemed cumulative and no one exclusive of the other, or any other remedy conferred by law.
11. **Waiver:** The failure of TOWN to take any action with respect to any breach of any term, covenant, or condition contained herein, or any instance of default hereunder by CONTRACTOR, shall not be deemed to be a waiver of any default or breach by TOWN.
12. **Entire Agreement:** This Agreement, including Request for Proposal RFP NO. 2014-009 on file at the Office of the Town Clerk of TOWN shall constitute the entire agreement between the parties. All amendments to this Agreement shall be ineffective unless reduced to writing as a formal amendment to this Agreement and executed by TOWN and CONTRACTOR.
13. **Attorney's Fees:** Should it be necessary for either party to bring any action against the other to enforce any of the covenants, provisions, or conditions of this Agreement, the non-prevailing party hereby agrees to pay all costs attendant thereto, including reasonable attorney's fees to the attorney representing prevailing party, and said obligation shall apply to declaratory relief, if necessary, to interpret any of the terms hereof.
14. **Public Entity Crimes:** Prior to entering into this Agreement, CONTRACTOR shall file a sworn statement with the Purchasing Director of TOWN, as required by §287.133, Florida Statutes (2012).



15. **Notices:** Notices and other correspondence required by this Agreement shall be sent by certified mail, return receipt requested, to the respective parties at the following addresses:

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

Angie Brewer & Associates, LC  
Attention: Angela R. Brewer, Manager  
9104 58th Drive East  
Bradenton, Florida 34202

TOWN OF SURFSIDE, FLORIDA

By: \_\_\_\_\_  
Guillermo Olmedillo, Town Manager

Date: \_\_\_\_\_

ANGIE BREWER & ASSOCIATES, LC

By: \_\_\_\_\_  
Angela R. Brewer, Manager

Date: \_\_\_\_\_

## **Project Scope of Services: Exhibit A**

### **I. Purpose**

The intent of this agreement is for the qualified VENDOR to apply for grants on behalf of the TOWN which address documented needs associated with service delivery and necessary capital infrastructure improvements; environmental or “Green” initiatives; technology; recreation; community development/redevelopment and capital assets. In addition, the VENDOR will 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 alone.

### **II. Scope of Services**

#### **A. Planning and Application Development**

1. Review of Project Conception and Design.
2. Review Budget for Grant Eligibility Items.
3. Provide Cost Benefit Analysis on Grant Funding Source.
4. Assist in Negotiation and Review of Funding Agreements.
5. Continually monitor available funding sources and grant programs for applicability to Town of Surfside programs. Make recommendations to Town of Surfside for pursuit of funds.

#### **B. Agency Reporting and Request for Funds**

1. Accumulate Data for Calculation of Request for Funds.
2. Prepare Documentation Required to Support Request for Funds.
3. Prepare Final Request Forms and Packages.
4. Review Detail Data of Grant Funds Available for Amendments.
5. Monitor Funds Requested and Cash Flow Management for Grant Compliance.

#### **C. Pre-Construction Requirement**

1. Prepare Submittal of Documentation to Funding Source for Contract Award.
2. Assist in Providing Information to Bidders on Grant Requirements.

3. Provide Technical Assistance during Bidding in Accordance with Agency Requirements.
- D. Contractor Processing, Payment and Reporting
1. Assist in Review of Pay Estimates, Including Stored Material Invoices.
  2. Cost Identification and Data Entry for Grant Eligibility.
- E. Monitoring for Compliance
1. Review Minority Business Enterprise (MBE)/Women's Business Enterprise (WBE) Reports to Determine Actual Level of Participation and Contract Changes.
  2. Provide Assistance in MBE/WBE Changes.
  3. Assist in Coordination of Davis-Bacon Monitoring and all applicable regulatory requirements (as necessary).
  4. Monitor Grants Agreement Requirements.
- F. Program Coordination
1. Participate in program coordination meetings.
  2. Review draft change orders for eligibility
  3. Coordinate submittals to funding source of change orders and documentation.
  4. Assist in contract and project closeout.
  5. Assist with preparation of documentation for audit of project/program.



**TOWN OF SURFSIDE  
Commission Communication**

**Agenda Item #**      3H

**Agenda Date:**      April 14, 2015

**From:**              Guillermo Olmedillo, Town Manager

**Subject:**            Destination Resorts and Gambling Opposition Resolution

**Background:** The Town of Surfside has passed a number of resolutions opposing the expansion of gambling in Florida, including declaring the week of March 6-12, 2011 as Problem Gambling Awareness week and opposing any initiative to amend Florida's Constitution to allow casino gambling in Surfside. During the January 12, 2012 Commission Meeting the Town Commission unanimously passed a resolution opposing the expansion of Destination Resorts in Florida.

**Analysis:** House Bill 1233, known as the Florida Gaming Control Act of 2015 proposes a broad spectrum of legislative changes and incentives for the expansion of gaming and destination resorts in Florida, including the pre-emption of local ordinances relating to limiting gaming in municipalities.

**Recommendation:** I suggest the Town Commission pass this resolution to urge the Florida Legislature to oppose adoption of HB 1233 or any legislation to expand gambling, including legislation to legalize "destination resorts" in Florida or legislation to preempt municipalities from enacting ordinances to limit gambling.

## RESOLUTION NO. 2012-2066

**A RESOLUTION OF THE TOWN OF  
SURFSIDE, FLORIDA, URGING THE  
FLORIDA LEGISLATURE TO REJECT ANY  
AND ALL EXPANSIONS OF GAMBLING IN  
FLORIDA; PROVIDING FOR AN  
EFFECTIVE DATE.**

**WHEREAS**, by Resolution 11-2034 The Town Commission directed the Town Manager and the Town Attorney to investigate and research methods to prevent gambling in Miami- Dade County and specifically the Town of Surfside; and

**WHEREAS**, the Florida Legislature continues to consider various measures that would provide for the substantial expansion of gambling and potentially allow for casino operations that rival in size and scope the gambling operations that exist in Las Vegas and Atlantic City; and

**WHEREAS**, notwithstanding the assurances of gambling promoters, historically, large scale casino operations cannibalize non-gambling businesses causing, for instance, the shuttering of forty percent of all restaurants and one-third of all retail businesses in Atlantic City; and

**WHEREAS**, if located near or in Surfside, the community will have to bear the severe and painful economic and social costs that always accompany expansive gambling, including reached consequences such as the misery of individuals and families touched by problem gambling as they are at higher risk of divorce, bankruptcy, child abuse, domestic violence, crime, and suicide; and

**WHEREAS**, expanded gambling may also bring corruption of the governmental process as immensely wealthy gambling companies from all over the world seek to receive benefits from the local and state governments that regulate their existence and profits; and

**WHEREAS**, the Town believes that should gambling interests be allowed to obtain major casino expansion, in addition to social issues, the quality of life will be denigrated by the enormous exacerbation of traffic and the potential destruction of otherwise commercially viable businesses in our community; and

**WHEREAS**, the Town Manager and Town Attorney believe this issue will be pre-empted by the State and therefore the best course of action at this particular time is to direct a resolution from the Town urging the Florida Legislature to reject the expansion of gambling in Miami-Dade County; and

**WHEREAS**, the Town Commission believes that if the Florida Legislature approves the substantial expansion of gambling, then any gambling casino in Miami Dade County be required to be approved through referendum.

Resolution No. 2012-2066



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

**Section 1.** That the Town of Surfside, Florida urges the Florida Legislature to reject any and all expansions of gambling, including legislation to legalize so-called "destination casinos" in Florida.

**Section 2. Implementation.** The Mayor and the Town Manager are hereby authorized to take any and all action necessary to implement this Resolution.

**Section 3. Direction to the Town Clerk.** The Town Clerk is hereby directed to send a certified copy of this Resolution to the Florida Legislature.

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

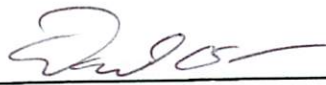
PASSED AND ADOPTED this 17<sup>th</sup> day of January, 2012.

Motion by Mayor Dietch, second by Commissioner Karukin

**FINAL VOTE ON ADOPTION**

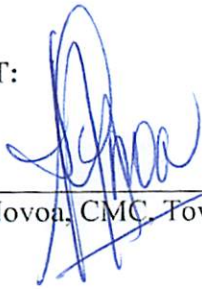
Commissioner Michael Karukin  
Commissioner Edward Kopelman  
Commissioner Marta Olchyk  
Vice Mayor Joseph Graubart  
Mayor Daniel Dietch

yes  
Absent  
yes  
yes  
yes

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

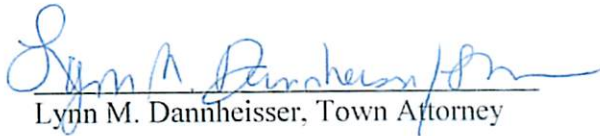
Resolution No. 2012-2066

ATTEST:



Sandra Novoa, CMC, Town Clerk

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



Lynn M. Dannheisser, Town Attorney

Resolution No. 2012-2066

Page 3 of 3

**RESOLUTION NO. 15 - \_\_\_\_\_**

**A RESOLUTION OF THE TOWN OF SURFSIDE,  
FLORIDA, URGING THE FLORIDA LEGISLATURE  
TO OPPOSE HB 1233 AND REJECT ANY AND ALL  
EXPANSIONS OF DESTINATION RESORTS AND  
GAMBLING IN FLORIDA; DIRECTING THE  
TOWN CLERK TO TRANSMIT A COPY OF THIS  
RESOLUTION TO THE FLORIDA LEGISLATURE;  
AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, in order to raise awareness about the effects of gambling, the Town of Surfside (the "Town") by Resolution No. 2011-2013 proclaimed the week of March 6-12, 2011 as Problem Gambling Awareness week; and

**WHEREAS**, by Resolution No. 11-2034 the Town opposed any initiative to amend Florida's Constitution to allow casino gambling in Surfside; and

**WHEREAS**, the Town urged the Florida Legislature to reject any and all expansions of gambling in Florida by passing Resolution No. 2012-2066; and

**WHEREAS**, House Bill 1233, known as the Florida Gaming Control Act of 2015 proposes a broad spectrum of legislative changes and incentives for the expansion of gaming and destination resorts in Florida, including the pre-emption of local ordinances relating to limiting gaming in municipalities; and

**WHEREAS**, if located near or in Surfside, the community will have to bear the severe and painful economic and social costs that accompany expansive gambling, including reached consequences such as the misery of individuals and families touched by problem gambling as they are at higher risk of divorce, bankruptcy, child abuse, domestic violence, crime, and suicide; and

**WHEREAS**, notwithstanding the assurances of gambling promoters, historically, large scale casino operations cannibalize non-gambling businesses causing, for instance, the shuttering of forty percent of all restaurants and one-third of all retail businesses in Atlantic City; and

**WHEREAS**, expanded gambling may also bring corruption of the governmental process as immensely wealthy gambling companies from all over the world seek to receive benefits from the local and state governments that regulate their existence and profits; and

**WHEREAS**, the Town believes that should gambling interests be allowed to obtain major casino expansion, in addition to social issues, the quality of life will be denigrated by the exacerbation of traffic and the potential destruction of otherwise commercially viable businesses in our community; and



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

**Section 1.** That the Town of Surfside, Florida urges the Florida Legislature to oppose adoption of HB 1233 or any legislation to expand gambling, including legislation to legalize “destination resorts” in Florida or legislation to preempt municipalities from enacting ordinances to limit gambling.

**Section 2. Implementation.** The Mayor and the Town Manager are hereby authorized to take any and all action necessary to implement this Resolution.

**Section 3. Direction to the Town Clerk.** The Town Clerk is hereby directed to send a certified copy of this Resolution to the Florida Legislature.

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

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Motion by \_\_\_\_\_,

Second by \_\_\_\_\_.

**FINAL VOTE ON ADOPTION**

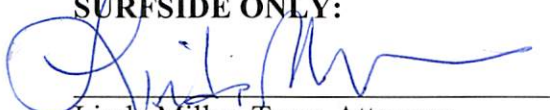
Commissioner Barry Cohen	_____
Commissioner Michael Karukin	_____
Commissioner Marta Olchyk	_____
Vice Mayor Eli Tourgeman	_____
Mayor Daniel Dietch	_____

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

**ATTEST:**

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

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

  
\_\_\_\_\_  
Linda Miller, Town Attorney



**TOWN OF SURFSIDE  
Commission Communication**

**Agenda Item #**      3I

**Agenda Date:**      April 14, 2015

**From:**              Guillermo Olmedillo, Town Manager

**Subject:**            Water Conservation Month and Challenge for Water Conservation

**Background:** The Town of Surfside is becoming a leader in environmental sustainability. Even though we are surrounded by water in South Florida, all of us in Surfside should be doing our part to conserve our precious drinking water.

**Analysis:** The State of Florida, the South Florida Water Management District, and Miami-Dade County have designated April as Water Conservation Month. The fourth annual National Mayor's Challenge for Water Conservation is a healthy, non-profit competition for cleaner communities and a water use and pollution reduction competition between our cities. The Town of Surfside wishes to inspire its residents and its neighboring communities to take the "Wyland Mayor's Challenge for Water Conservation" by making a series of online pledges at [www.mywaterpledge.com](http://www.mywaterpledge.com) to reduce their impact on the environment and to see immediate savings in their water, trash, and electricity bills.

**Recommendation:** I suggest the Town Commission pass this resolution to declare that April will be henceforth known as Water Conservation Month in the Town of Surfside, and declare support for the "Wyland Mayor's Challenge for Water Conservation" and that the program is to be implemented from April 1- 30, 2015, through a series of communication and outreach strategies.

**RESOLUTION NO. 15 - \_\_\_\_\_**

**A RESOLUTION OF THE TOWN OF SURFSIDE  
DECLARING APRIL AS WATER CONSERVATION  
MONTH IN THE TOWN OF SURFSIDE, FLORIDA,  
AND SUPPORTING THE NATIONAL “WYLAND  
MAYOR’S CHALLENGE FOR WATER  
CONSERVATION” IN THE TOWN OF SURFSIDE;  
DIRECTING THE TOWN CLERK TO TRANSMIT A  
COPY OF THIS RESOLUTION TO THE FLORIDA  
LEGISLATURE, THE SOUTH FLORIDA WATER  
MANAGEMENT DISTRICT, THE BOARD OF  
COUNTY COMMISSIONERS OF MIAMI-DADE  
COUNTY, AND ALL THE MUNICIPALITIES OF  
MIAMI-DADE COUNTY; AND PROVIDING FOR  
AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside Commission recognizes the importance of high quality drinking water to the public's health, safety and welfare; and

**WHEREAS**, the State of Florida, the South Florida Water Management District, and Miami-Dade County have designated April as Water Conservation Month; and

**WHEREAS**, the Town Commission further recognizes the importance of conserving this precious resource; and

**WHEREAS**, the Town of Surfside is within Miami-Dade County’s critical "water caution area" as declared by the South Florida Water Management District and our limited water resources are being shared between our environment, agriculture, and urban areas; and

**WHEREAS**, conservation plays an important role in protecting and preserving the delicate ecosystem; and

**WHEREAS**, by conserving our water resources we are also saving money -- the more we preserve the longer our water supply will last; and

**WHEREAS**, the Town of Surfside continues to explore ways to manage residential consumption of water, and to inspire its residents to care for our natural resources; and

**WHEREAS**, the fourth annual National Mayor’s Challenge for Water Conservation is a healthy, non-profit competition for cleaner communities and a water use and pollution reduction competition between our cities; and

**WHEREAS**, with the encouragement of the Town, residents may register their participation in the Town’s Challenge online by making simple pledges to decrease their

water use and to reduce pollution for the period of one year, thereby assisting the Town to apply State and Federal water conservation strategies and to target mandated reductions; and

**WHEREAS**, from April 1- 30, 2015, the Town of Surfside wishes to inspire its residents and its neighboring communities to take the "Wyland Mayor's Challenge for Water Conservation" by making a series of online pledges at [www.mywaterpledge.com](http://www.mywaterpledge.com) to reduce their impact on the environment and to see immediate savings in their water, trash, and electricity bills.

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

**Section 1.** The Town of Surfside declares that April will be henceforth known as Water Conservation Month in the Town of Surfside.

**Section 2.** The Town of Surfside supports the "Wyland Mayor's Challenge for Water Conservation" and that the program is to be implemented from April 1- 30, 2015, through a series of communication and outreach strategies.

**Section 3. Direction to the Town Clerk.** The Town Clerk is hereby directed to send a copy of this Resolution to the Florida Legislature, the South Florida Water Management District, the Board of County Commissioners of Miami-Dade County, and all the municipalities of Miami-Dade County.

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

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Motion by \_\_\_\_\_,

Second by \_\_\_\_\_.

**FINAL VOTE ON ADOPTION**

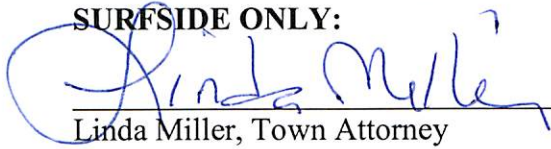
Commissioner Barry Cohen	_____
Commissioner Michael Karukin	_____
Commissioner Marta Olchyk	_____
Vice Mayor Eli Tourgeman	_____
Mayor Daniel Dietch	_____

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

**ATTEST:**

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

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

  
\_\_\_\_\_  
Linda Miller, Town Attorney



## Town of Surfside Commission Communication

**Agenda Item #** 3J

**Agenda Date:** April 14, 2015

**Subject:** Approval of Expenditure of Forfeiture Funds to Purchase Electronic Control Devices

**Background:** The Police Department has six electronic control devices that are in need of replacement. The devices are outdated, not repairable, and no longer under warranty. Six holsters, six power magazines, 24 cartridges, and a three year extended warranty are also required.

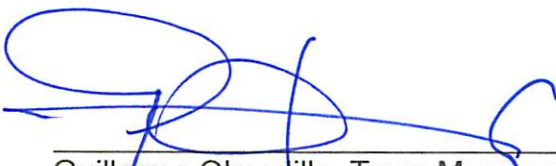
**Analysis:** Staff has reviewed and tested several electronic control devices. The Taser X2 device had the best company history, medical data review, references, warranty, and overall cost.

**Budget Impact:** \$9,642.54 from the Forfeiture Fund

**Staff Impact:** N/A

**Recommendation:** Staff recommends a motion to approve a resolution to authorize the expenditure of \$9,642.54 from the Forfeiture Fund to purchase six Tasers and accessories with a three year extended warranty.

  
David Allen, Chief of Police

  
Guillermo Olmedillo, Town Manager

RESOLUTION NO. 15 - \_\_\_\_\_

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, PROVIDING FOR THE FISCAL YEAR 2014/2015 POLICE CONFISCATION FUND EXPENDITURE IN THE AMOUNT OF \$9,642.54 FROM THE FORFEITURE FUND FOR THE PURCHASE OF 6 (SIX) TASERS X2 DEVICES AND ACCESSORIES FOR THE POLICE DEPARTMENT; 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 tasers that the Police Department currently uses are outdated, unrepairable and no longer under warranty; and

**WHEREAS**, necessary funds are available in the Police Confiscation Fund - State of Florida and Federal Asset Forfeiture Program – to purchase six new tasers and accessories.

**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.** Based on the attached Certificate of the Police Chief (see Exhibit “A”), the Town Commission hereby authorizes and approves the Fiscal Year 2014/2015 Police Confiscation Fund expenditure in the amount of \$9,642.54 from the Forfeiture Fund for purchase of software and accessories for the new patrol laptops (See Exhibit “B”).

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

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Motion by \_\_\_\_\_,

Second by \_\_\_\_\_.



**FINAL VOTE ON ADOPTION**

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


\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**ATTEST:**

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

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

  
\_\_\_\_\_  
Linda Miller, Town Attorney



**EXHIBIT "A"**

**CERTIFICATE OF CHIEF OF POLICE**

**I, DAVID E. ALLEN, Chief of Police of the Town of Surfside,** do hereby certify the expenditures for \$9,642.54 from the Town of Surfside Confiscation Fund, for the 2014/2015 Fiscal Year budget complies with provisions Section 881(e)(3) of Title 21, United States Code and Florida Statute Section 932.7055.

**Dated:** \_\_\_\_\_

\_\_\_\_\_  
David E. Allen  
Chief of Police

**TASER International***Protect Truth*

17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 Phone: (800) 978-2737  
 Fax:

**Patrick McKenna**  
 (305) 861-4862  
 pmckenna@townofsurfsidefl.gov

**Quotation****Quote:** Q-25985-2**Date:** 3/27/2015 11:35 AM**Quote Expiration:** 4/30/2015**Contract Start Date\*:** 5/6/2015**Contract Term:** 1 year

**Bill To:**  
 Surfside Police Dept.- FL  
 9293 HARDING AVE.  
 Miami Beach, FL 33154  
 US

**Ship To:**  
 Patrick McKenna  
 Surfside Police Dept.- FL  
 9293 HARDING AVE.  
 Miami Beach, FL 33154  
 US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Wendy Fann	480-463-2173	wfann@taser.com	Fedex - Ground	Net 30

\*Note this will vary based on the shipment date of the product.

**Hardware**

QTY	ITEM #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
6	22002	HANDLE, BLACK, CLASS III, X2	USD 1,029.95	USD 6,179.70	USD 0.00	USD 6,179.70
6	22010	PPM, BATTERY PACK, STANDARD, X2/ X26P	USD 54.50	USD 327.00	USD 0.00	USD 327.00
6	22501	HOLSTER, BLACKHAWK, RIGHT, X2, 44HT01BK-R-B	USD 65.85	USD 395.10	USD 0.00	USD 395.10
12	22151	CARTRIDGE, PERFORMANCE, SMART, 25'	USD 31.50	USD 378.00	USD 0.00	USD 378.00
12	22150	CARTRIDGE, PERFORMANCE, SMART, 15'	USD 29.50	USD 354.00	USD 0.00	USD 354.00
<b>Hardware Total:</b>						USD 7,633.80
<b>Hardware Net Price:</b>						USD 7,633.80

**Extended Warranties**

QTY	ITEM #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
6	22014	WARRANTY, 4 YEAR, X2	USD 318.25	USD 1,909.50	USD 0.00	USD 1,909.50
<b>Extended Warranties Total:</b>						USD 1,909.50
<b>Extended Warranties Net Price:</b>						USD 1,909.50

**Subtotal** USD 9,543.30

Estimated Shipping & Handling Cost	USD 99.24
Grand Total	USD 9,642.54

## TASER International, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative, TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers for Sales with Financing if your purchase involves financing with TASER. If your purchase includes the TASER Assurance Plan (TAP), then you are also agreeing to TASER's current Sales Terms and Conditions for the AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only) and/or Sales Terms and Conditions for the X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only), as applicable to your product purchase. All of the sales terms and conditions, as well as, the TAP terms and conditions are posted at <http://www.taser.com/sales-terms-and-conditions>. If your purchase includes AXON hardware and/or EVIDENCE.com services you are also agreeing to the terms in the EVIDENCE.com Master Service Agreement posted at <http://www.taser.com/serviceagreement14>. If your purchase includes Professional Services, you are also agreeing to the terms in the Professional Service Agreement posted at [http://www.taser.com/images/support/downloads/downloads/evidence\\_materials/Professional\\_Services\\_Agreement.pdf](http://www.taser.com/images/support/downloads/downloads/evidence_materials/Professional_Services_Agreement.pdf). If your purchase includes Integration Services, you are also agreeing to the terms in the SOW posted at <http://www.taser.com/integrationstatementofwork14>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

<b>Signature:</b> _____  <b>Name (Print):</b> _____  <b>PO# (if needed):</b> _____	<b>Date:</b> _____  <b>Title:</b> _____
--	---

Please sign and email to Wendy Fann at [wfann@taser.com](mailto:wfann@taser.com) or fax to

THANK YOU FOR YOUR BUSINESS!

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## Town of Surfside Commission Communication

**Agenda Item #:** 3K

**Agenda Date:** April 14, 2015

**Subject:** Resolution Accepting the Pac Comm, Inc. RFP Response for Seawall Repair

**Objective:** Accepting the RFP response by Pac Comm, Inc. that was discussed and previously approved at the November 6, 2014 Commission Meeting.

**Background:** On June 17, 2014, three (3) bids were received by the Town Clerk and publically read out loud. The Commission then directed CGA to Value Engineer the plans and review options for moving forward with a portion of the project.

Negotiations continued and in the November 6, 2014 Commission Meeting, CGA presented five (5) options to the Commission. The Commission voted and directed CGA to contract with Pac Comm, Inc to complete five (5) seawalls for the contracted amount of \$1,128,000.00 plus a \$9,500.00 construction contingency amount for a total construction budget amount of \$1,137,500.00.

The budget breakdown is as follows:


• FDEP Grant for Water Projects	\$ 37,500.00
• FIND Grant for Navigable Water Projects	\$494,445.00
• Town Funding	\$605,555.00

**Recommendation(s):** It is recommended that the Commission approve the resolution for the item previously approved in November 2014 to allow the project to continue with the proper paperwork.

**Budget Impact:** There is no impact to the budget as this item was previously budgeted.

**Growth Impact:** N/A

**Staff Impact:** N/A

  
\_\_\_\_\_  
Guillermo Olmedillo,  
Town Manager

**RESOLUTION NO. 15 - \_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AWARDED REQUEST FOR PROPOSAL NO. 2014-003 ("RFP NO. 2014-003") TO PAC COMM, INC. FOR THE SURFSIDE SEAWALL REPLACEMENT; PROVIDING FOR AUTHORIZATION AND APPROVAL; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on June 17, 2014, three (3) bids were received by the Town Clerk as response to RFP No. 2014-003 and publically read out loud; and

**WHEREAS**, the bid submittals to the RFP No. 2014-003 Surfside Seawall Replacement were presented at the July 8, 2014 Town Commission meeting, and

**WHEREAS**, on November 6, 2014 the Town Commission approved Option 5 and directed CGA to contract with Pac Comm, Inc. to complete five (5) seawalls for the contracted amount of \$1,128,000.00 plus a \$9,500.00 construction contingency amount for a total construction budget amount of \$1,137,500.00; and

**WHEREAS**, it is in the best interest of the Town to award the bid from Pac Comm, Inc.

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

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

**Section 2. Approval and Authorization.** The award of the bid is hereby approved. The Town Manager is authorized to execute the agreement on behalf of the Town to implement the terms and conditions of the agreement subject to the approval as to form and legality by the Town Attorney.

**Section 4. Effective Date.** This Resolution shall be effective immediately from adoption hereof.

**PASSED and ADOPTED** on this day \_\_\_\_\_ of \_\_\_\_\_, 2015.

Motion by \_\_\_\_\_,

Second by \_\_\_\_\_.



**FINAL VOTE ON ADOPTION**

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


\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Attest:

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

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**



\_\_\_\_\_  
Linda Miller, Town Attorney



**TOWN OF SURFSIDE  
Commission Communication**

**Agenda Item #** 4B1

**Agenda Date:** March 10, 2015 / April 14, 2015

**From:** Commissioner Marta Olchyk

**Subject:** Amending Chapter 54 “Prohibited Noises”, specifically Section 54-77  
“Waiver of Division Provisions”

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

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

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

ORDINANCE NO. 15 - \_\_\_\_

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

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

WHEREAS, the Town Commission held its first public reading on April 14, 2015 and recommended approval of the proposed amendments to the Code of Ordinances having complied with the notice requirements by the Florida Statutes; and

WHEREAS, the Town Commission has conducted a second duly noticed public hearing on these regulations as required by law on May 12, 2015 and further finds the proposed change to the Code necessary and in the best interest of the community.

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

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

**Section 2. Code Amendment.** The code of the Town of Surfside, Florida is hereby amended as follows:

**Sec. 54-77. Waiver of division provisions.**

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

**Section 3. Severability.** If any section, subsection, clause or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

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



**Section 5. Inclusion in the Code of Ordinances.** It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word "ordinance" may be changed to "Section" or other appropriate word.

**Section 6. Effective Date.** This ordinance shall become effective in ten (10) days after second reading.

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

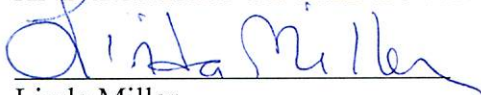
PASSED and ADOPTED on Second Reading this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

**ATTEST:**

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

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



Linda Miller  
Town Attorney

On Final Reading Moved by: \_\_\_\_\_

On Final Reading Seconded by: \_\_\_\_\_

**VOTE ON ADOPTION:**

Commissioner Barry R. Cohen	yes _____	no _____
Commissioner Michael Karukin	yes _____	no _____
Commissioner Marta Olchyk	yes _____	no _____
Vice Mayor Eli Tourgeman	yes _____	no _____
Mayor Daniel Dietch	yes _____	no _____



## Town of Surfside Commission Communication

**Agenda Date:** April 14, 2015

**Subject:** Restructure of Solid Waste Commercial Rates:

- First reading of an Ordinance amending Section 66-35, "Schedule Of Fees" of the Code of Ordinances to establish a new rate structure for commercial solid waste removal from a flat rate to a per yard fee which shall be effective July 1, 2015
- Draft Resolution establishing a new rate structure for commercial solid waste removal from a flat rate to a per yard fee which shall be effective July 1, 2015

**Background:** The Town provides solid waste collection services to (199) commercial customers up to six days a week with differing pick up schedules based on the needs for each business. The current rate structure used to charge for these services is based on an annual fixed rate basis as shown below.

<u>Service</u>	<u>Rate/Annual</u>
Apartment/Condominium	\$230.90 per apartment
Hotel/Motel	\$97.14 per room
Business 1 <sup>st</sup> Fl.	\$506.38 per business
Business 2 <sup>nd</sup> Fl.	\$254.78 per business
Business other	\$254.78 per business
Commercial	\$1,019.14 per business
Liquor/Food	\$1,522.33 per business
Service Stations	\$3,035.11 per business
Restaurant	\$50.96 per seat
Post Office	\$3,035.11
Bar/Package	\$6,070.23

These flat rates are on an annual basis for unlimited waste pick up and disposal. The current rate structure does not match the cost of service provided to the fee charged. When researching the current rate structure, Public Works found that many commercial accounts were not equitable and the rate structure is not balanced correctly, for example: many of the smaller businesses are paying a higher

rate than the service being rendered. Consequently, many of the larger businesses are being undercharged for the services received.

Staff has contracted with Bell & Associates, an independent consultant to conduct a rate study for residential and commercial solid waste. The rate study matches Staff's concerns of our current rate structure, and recommends a new commercial rate structure based on cubic yards of solid waste picked up and disposed at a rate of \$24.80 per cubic yard which will be adopted by resolution (see draft resolution as Attachment "A").

This would provide a fair and equitable fee structure for the services to the businesses and multi-family buildings. The per cubic yard rates include landfill disposal cost, labor, fuel, dumpster rental and vehicle usage. Currently, the Town utilizes only 2 Cubic Yard dumpsters. As we begin to purchase our own dumpsters, we will be using 2 Cubic Yard and 3 Cubic Yard containers, which are reflected in the new rate schedule.

Public Works held three workshops for the commercial and multi-family customers to explain and provide information about the proposed rate change structure. These workshops were held at Town Hall on the following dates and times:

December 18, 2014, Thursday at 6:30PM

January 14, 2015, Wednesday at 6:30PM

January 22, 2015, Thursday at 10AM

In addition, the Public Works Director met with several Condo managers at their site to review the proposed rate change since they had missed the scheduled workshops.

**Analysis:** The following are examples of actual commercial accounts that compare the annual solid waste fee of the current rate to the proposed rate structure and the annual cost difference to the business. The total annual revenue from commercial customers under the current rate structure is \$813,000 and the projected annual revenue under the proposed commercial rate structure is \$900,000.

	<u>CURRENT RATE</u>	<u>PROPOSED RATE</u>	<u>INCREASE</u> <u>(DECREASE)</u>
CONDOMINIUM*	\$60,786	\$72,896	\$12,110
HOTEL	33,394	42,988	9,594
APARTMENT	29,786	28,121	(1,665)
RESTAURANT	3,862	3,724	(138)
BANK	1,823	1,284	(539)
HAIR SALON	565	642	77
OFFICE – 1 <sup>ST</sup> FLR	3,035	1,284	(1,751)
OFFICE – 2 <sup>ND</sup> FLR	172	161	(11)

\* Based on a 220-unit condominium, the average per unit increase is approximately \$5/month.

The current rates have been in effect since 2008 except and have remained the same for the past seven years.

The proposed adjustment in commercial rates is projected to generate an additional \$87,000 per year in solid waste revenues. On an annualized basis, this equates to an approximate 1.8% annual increase.

During the same period, costs associated with solid waste collection have exceeded this level.

For example, over the past six years, the cost for fuel and the Miami-Dade landfill fees have increased as illustrated in the below table:

<u>Fuel Price Comparison - (Gallon)</u>		<u>Landfill Cost - (Ton)</u>
2009	\$2.05	\$56.59
2010	\$2.81	\$58.19
2011	\$3.88	\$59.89
2012	\$3.98	\$61.74
2013	\$3.59	\$63.65
2014	\$3.77	\$64.96

Fuel costs have increased 84% and the landfill disposal fees have increased by \$8.37 per ton or 15%. Also, personnel costs have increased from \$437,720 in FY 09/10 to \$578,303 in FY 12/13.

A stagnant revenue stream and increase in operating costs prohibits the necessary planning to adequately finance the solid waste function going forward. Of particular concern is the lack of capital reserves to fund our aging fleet of trucks that are 9 to 13 years old.

The recommended Rate Schedule is as follows:

**2 cubic yard rate (\$24.80) per yard**

2cy picked up 1 time per week \$ 215 per month / \$ 2,580 per year

2cy picked up 2 times per week \$ 430 per month / \$ 5,160 per year

2cy picked up 3 times per week \$ 645 per month / \$ 7,740 per year

2cy picked up 4 times per week \$ 860 per month / \$ 10,320 per year

2cy picked up 5 times per week \$ 1,075 per month / \$ 12,900 per year

2cy picked up 6 times per week \$ 1,290 per month / \$ 15,480 per year

**3 cubic yard rate (\$24.80) per yard**

3cy picked up 1 time per week \$ 325 per month / \$ 3,900 per year

3cy picked up 2 times per week \$ 650 per month / \$ 7,800 per year

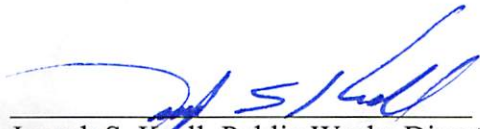
3cy picked up 3 times per week \$ 975 per month / \$ 11,700 per year

3cy picked up 4 times per week \$ 1,300 per month / \$ 15,600 per year

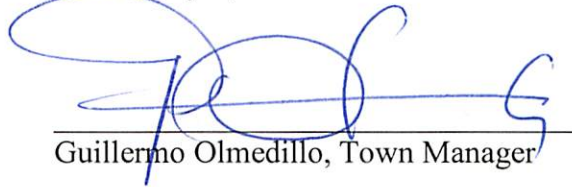
3cy picked up 5 times per week \$ 1,625 per month / \$ 19,500 per year

3cy picked up 6 times per week \$ 1,950 per month / \$ 23,400 per year

**Recommendation:** It is recommended that the proposed commercial rate structure, based on cubic yard of solid waste be approved with an effective date of July 1, 2015.



Joseph S. Kroll, Public Works Director



Guillermo Olmedillo, Town Manager



Donald Nelson, Finance Director

## RESOLUTION NO. 15 - \_\_\_\_\_

**A RESOLUTION OF THE TOWN COMMISSION OF  
THE TOWN OF SURFSIDE FLORIDA,  
ESTABLISHING A NEW RATE STRUCTURE FOR  
COMMERCIAL SOLID WASTE REMOVAL FROM  
A FLAT RATE TO A PER YARD FEE WHICH  
SHALL BE EFFECTIVE JULY 1, 2015; PROVIDING  
FOR AUTHORIZATION AND APPROVAL;  
PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the current rate structure is based on an annual fixed rate basis and has been in effect since 2008; and

**WHEREAS**, the current rate structure does not match the cost of service provided to the fee charged; and

**WHEREAS**, the Public Works Department found that many commercial accounts were not equitable and the rate structure is not balanced correctly, for example many of the smaller businesses are paying a higher rate than the service being rendered and, consequently, many of the larger businesses are being undercharged for the services received; and

**WHEREAS**, Bell & Associates has conducted a rate study for residential and commercial solid waste and has recommended a new commercial rate structure based on cubic yards of solid waste picked up disposed at a rate of \$24.80 per cubic yard; and

**WHEREAS**, Public Works department held three workshops for the commercial and multi-family customers to explain and provide information about the proposed rate change structure; and

**WHEREAS**, it is in the best interest of the Town to adopt the proposed Commercial Solid Waste Rate Schedule at a rate of \$24.80 per cubic yard of solid waste with an effective date of July 1, 2015.

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

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

**Section 2. Authorization and Approval.** The Town Commission authorizes and approves the Rate Schedule for commercial solid waste collection services.

- 1) Incorporated herein as Attachment "A" is the Commercial Solid Waste Rate Schedule.

**Section 3. Effective Date.** The Commission of the Town of Surfside hereby ordains that this Resolution shall become effective immediately upon adoption.

**PASSED** and **ADOPTED** on this day \_\_\_\_\_ of \_\_\_\_\_, 2015.

Motion by \_\_\_\_\_,

Second by \_\_\_\_\_.

**FINAL VOTE ON ADOPTION**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Attest:

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

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

\_\_\_\_\_  
Linda Miller, Town Attorney



**Commercial Solid Waste Rate Schedule**

**2 cubic yard rate (\$24.80) per yard**

2cy picked up 1 time per week \$ 215 per month / \$ 2,580 per year

2cy picked up 2 times per week \$ 430 per month / \$ 5,160 per year

2cy picked up 3 times per week \$ 645 per month / \$ 7,740 per year

2cy picked up 4 times per week \$ 860 per month / \$ 10,320 per year

2cy picked up 5 times per week \$ 1,075 per month / \$ 12,900 per year

2cy picked up 6 times per week \$ 1,290 per month / \$ 15,480 per year

**3 cubic yard rate (\$24.80) per yard**

3cy picked up 1 time per week \$ 325 per month / \$ 3,900 per year

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3cy picked up 5 times per week \$ 1,625 per month / \$ 19,500 per year

3cy picked up 6 times per week \$ 1,950 per month / \$ 23,400 per year

Any fee under this Schedule which shall be due and remain unpaid for a period of 30 days beyond the due date shall become delinquent. All delinquent fees shall bear a penalty of ten percent for the first 30 days, and an additional penalty of one percent for each month thereafter. In addition, all delinquent fees shall constitute a lien against the premises, which shall become effective and binding as such lien from the date upon which the delinquency is created.



**ORDINANCE NO. 15 - \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING SECTION 66-35, "SCHEDULE OF FEES" OF THE CODE OF ORDINANCES TO ESTABLISH A NEW RATE STRUCTURE FOR COMMERCIAL SOLID WASTE REMOVAL FROM A FLAT RATE TO A PER YARD FEE WHICH SHALL BE EFFECTIVE JULY 1, 2015; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 11 of the Town Charter ("Charter") of the Town of Surfside ("Town") gives the Town Commission ("Commission") the power to levy, assess and collect fees; and

**WHEREAS**, the Town provides solid waste collection services to commercial customers up to six days a week with different pick up schedules based on the needs for each business; and

**WHEREAS**, the current rate structure is based on an annual fixed rate basis and has been in effect since 2008; and

**WHEREAS**, the current rate structure does not match the cost of service provided to the fee charged; and

**WHEREAS**, the Public Works Department found that many commercial accounts were not equitable and the rate structure is not balanced correctly, for example: many of the smaller businesses are paying a higher rate than the service being rendered and, consequently, many of the larger businesses are being undercharged for the services received; and

**WHEREAS**, Bell & Associates has conducted a rate study for residential and commercial solid waste and has recommended a new commercial rate structure based on cubic yards of solid waste picked up and disposed at a rate of \$24.80 per cubic yard; and

**WHEREAS**, this new structure would provide a fair and equitable fee structure for the services to the businesses and multi-family buildings; and

**WHEREAS**, it is in the best interest of the Town to adopt the proposed Commercial Solid Waste Rate Schedule at a rate of \$24.80 per cubic yard of solid waste with an effective date of July 1, 2015.

**WHEREAS**, the Town Commission held its first public hearing regarding this Ordinance on April 14, 2015; and

**WHEREAS**, the Town Commission shall have conducted a second duly noticed public

hearing on this Ordinance as required by law on May 12, 2015.

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

**Section 1. Recitals.** The foregoing “Whereas” clauses are hereby ratified and incorporated as the legislative intent of this Ordinance.

**Section 2. Code Amendment.** The Code of Ordinances of the Town of Surfside, Florida is hereby amended as follows:

**Sec. 66-35. - Schedule of fees.**

The Town Commission shall adopt by resolution a Commercial Solid Waste Rate Schedule.

~~(a) The following schedule of fees and charges to be imposed upon property owners and tenants, or both, will be collected as follows:~~

~~(1) Single-family residence, \$246.82 per annum, on a yearly basis with payment due October 1 of each year.~~

~~(2) Duplex, \$246.82 per annum, per unit, on a yearly basis with payment due October 1 of each year.~~

~~(3) Apartments, \$230.90 per apartment per annum, payable quarterly from date of billing.~~

~~(4) Hotels, motels, \$87.43 per room per annum, payable quarterly from date of billing.~~

~~(5) Business area, except pay apartments, hotels, motels and commercial establishments listed under the exceptions which follow, \$455.74 per annum, payable quarterly 30 days from date of billing, per 12½ feet of frontage on Harding Avenue. If a business is located at street level, \$229.30 per annum per such business unit, if a business is located above street level, \$172.20 per annum per such business unit. Any footage in multiples of other than 12½ front feet shall be prorated.~~

~~(6) Other areas. All businesses located outside the Harding Avenue business district that have direct public access from the street shall be charged the same as if located on Harding Avenue. Businesses with public access through a lobby or other nonstreet entrances shall be charged as if located above street level on Harding Avenue. All professional offices with lobby type access shall be charged \$229.30 for each 2,500 square feet or fraction thereof.~~

~~(7) Exceptions:~~

~~a. The following commercial establishments shall be charged \$917.23 per annum per 12½ feet of frontage on Harding Avenue: Clothing and clothing accessory stores, department, variety and drug stores; general or special merchandise stores, art, gift and photographic shops; bakeries and florists. Any footage in multiples of other than 12½ front feet shall be prorated.~~

~~b. The following shall be charged \$1,370.10 per annum per 12½ feet of frontage on Harding Avenue: Liquor package stores; food products other than restaurants and lunch counters. Any footage in multiples of other than 12½ front feet shall be prorated.~~

~~c. Service stations, \$2,731.60 per annum, per each business.~~

~~d. Restaurant and lunch counters, \$45.88 per seat, per annum.~~

~~e. Post office, \$3,035.11 per annum.~~

~~f. Bar and package store combinations, \$5,463.21 per annum.~~

~~(b) Any fee under this section which shall be due and remain unpaid for a period of 30 days beyond the due date shall become delinquent. All delinquent fees shall bear a penalty of ten percent for the first 30 days, and an additional penalty of one percent for each month thereafter. In addition, all delinquent fees shall constitute a lien against the premises, which shall become effective and binding as such lien from the date upon which the delinquency is created.~~

**Section 3. Severability.** Should any section, paragraph, sentence, clause, phrase or other part of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as a whole or any portion thereof, other than the part so declared to be invalid.

**Section 4. Conflict.** That all Sections or parts of Sections of the Code of Ordinances, all Ordinances or parts of Ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

**Section 5. Inclusion in the Code of Ordinances.** It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word "ordinance" may be changed to "Section" or other appropriate word.

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

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


PASSED and ADOPTED on Second Reading this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

ATTEST:

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

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

  
\_\_\_\_\_  
Linda Miller, Town Attorney

On Final Reading Moved by: \_\_\_\_\_

On Final Reading Seconded by: \_\_\_\_\_

VOTE ON ADOPTION:

Commissioner Barry R. Cohen	yes	_____	no	_____
Commissioner Michael Karukin	yes	_____	no	_____
Commissioner Marta Olchyk	yes	_____	no	_____
Vice Mayor Eli Tourgeman	yes	_____	no	_____
Mayor Daniel Dietch	yes	_____	no	_____



## Town of Surfside Commission Communication

**Agenda #** 4B3  
**Agenda Date:** April 14, 2015  
**Subject:** Water Supply Facilities Work Plan  
**From:** Sarah Sinatra Gould, AICP, Town Planner

**Background:** In 2005 the Florida Legislature enacted significant changes to Florida Statute (F.S.) Chapter 163 – Intergovernmental Resources and Chapter 373 – Water Resources to address the State's water supply needs. These changes required a stronger link between regional water supply plans prepared by water management districts and comprehensive plans prepared by local governments. In addition, improved coordination between local land use planning and local water supply planning was mandated.

Chapter 163 F.S. and Chapter 373 F.S. requires that the Town of Surfside identify how future water supply needs will be met through the preparation of a Water Supply Facilities Work Plan (Work Plan). The Work Plan must have a minimum planning horizon of 10 years and must be incorporated into the Town of Surfside Comprehensive Plan. The Work Plan must be completed within 18 months of the South Florida Water Management District (SFWMD) adopting or updating its own Lower East Coast (LEC) regional water supply plan.

The most recent update to the SFWMD regional LEC water supply plan was prepared in September 2013. As such, the Town must update its Water Supply Facilities Work Plan and any other corresponding chapters within its Comprehensive Plan by March 2015. The updates which are currently proposed by staff will serve to meet the requirements of the Florida Statutes.

**Requested Action:** Approval of an update to the Town's Water Supply Facilities Work Plan and corresponding amendments to the Town's Comprehensive Plan as it relates to potable water supply as required by Chapter 163 and Chapter 373 of Florida State Statutes. The Local Planning



Agency is required to review and make a recommendation on the proposed Work Plan to be forwarded to the Town Commission for final action.

Only the sections of each element of the Comprehensive Plan related to water supply are amended.

**Budget Impact:** \$7,500 was funded in the FY14-15 Budget

**Growth Impact:** N/A

**Staff Impact:** N/A

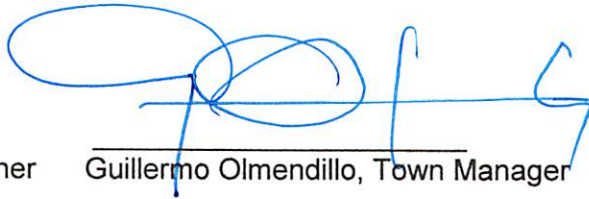
**Staff Recommendation:** Staff recommends the Town Commission approve this ordinance on first reading.

**Exhibits:**

1. Revised Town of Surfside's Water Supply Facilities Work Plan
2. Revised Comprehensive Plan Chapters



Sarah Sinatra Gould, AICP, Town Planner



Guillermo Olmendillo, Town Manager

**ORDINANCE NO. 15 - \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING THE TOWN'S WATER SUPPLY FACILITIES WORK PLAN AND APPLICABLE ELEMENTS WITHIN THE TOWN'S COMPREHENSIVE PLAN RELATING TO WATER SUPPLY PLANNING; PROVIDING FOR INCLUSION IN THE TOWN OF SURFSIDE COMPREHENSIVE PLAN; PROVIDING FOR REPEAL OF CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 163.3167, Florida Statutes, requires each local government to address in its Comprehensive Plan, the water supply sources necessary to meet and achieve the existing and projected water use demand for an established planning period; and

**WHEREAS**, the Town of Surfside recognizes the need for integration between land use planning and water supply planning; and

**WHEREAS**, Section 163.3177, Florida Statutes, requires that local governments prepare and adopt at least a 10-Year Water Supply Facilities Work Plan and to update the Work Plan, at a minimum, every five years; and

**WHEREAS**, in order to reflect recent updates to state and regional Water Supply Facilities Work Plans, the Town desires to amend its Water Supply Facilities Work Plan and related elements within the Town's Comprehensive Plan; and

**WHEREAS**, pursuant to Section 90.17 of the Town Code, the Planning and Zoning Board is designated as the Local Planning Agency for the Town; and

**WHEREAS**, the Planning & Zoning Board in its capacity as the Local Planning Agency, has reviewed proposed amendments to the Future Land Use Element of the Comprehensive Plan as substantially contained herein and recommended approval to the Town Commission on March 26, 2015; and

**WHEREAS**, the Town Commission has reviewed the recommendation of the Planning and Zoning Board and, after duly noticed public hearings in accordance with the Florida Statutes and the Town Code, finds that this Ordinance is in the best interest and welfare of the residents of the Town.

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

**Section 1. Recitals.**

The foregoing “Whereas” clauses are hereby ratified and incorporated as the legislative intent of this Ordinance.

**Section 2. Recommendation of Approval by the Local Planning Agency.**

The Planning and Zoning Board, in its capacity as the Local Planning Agency, has reviewed the proposed amendments to the Town’s Comprehensive Plan and recommends approval by the Town Commission.

**Section 3. Amendment of Water Supply Facilities Work Plan.**

The Town Commission hereby adopts an amendment to its Water Supply Facilities Work Plan and also incorporates by reference its Water Supply Facilities Work Plan into its Comprehensive Plan as supporting data and analysis for the amendments adopted in this Ordinance. A copy of the Water Supply Facilities Work Plan is provided in “Exhibit A.”

**Section 4. Amendment of the Town’s Comprehensive Plan.**

The Town Comprehensive Plan is hereby amended as provided in Exhibit “B,” which is attached hereto and made a part of this Ordinance.

**Section 5. Severability.**

Should any section, paragraph, sentence, clause, phrase or other part of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as a whole or any portion thereof, other than the part so declared to be invalid.

**Section 6. Conflict.**

That all Sections or parts of Sections of the Code of Ordinances, all Ordinances or parts of Ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

**Section 7. Effective Date.**

This Ordinance shall be effective thirty one days after the state Department of Economic Opportunity notifies the Town that the plan amendment package is complete, or if timely challenged, on the date a final order is issued by the Department of Economic Opportunity or Administration Commission finding the Plan Amendment in compliance in accordance with Section 163.3184, Florida Statutes.



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


PASSED and ADOPTED on Second Reading this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

**ATTEST:**

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

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

  
Linda Miller, Town Attorney

On Final Reading Moved by: \_\_\_\_\_

On Final Reading Seconded by: \_\_\_\_\_

**VOTE ON ADOPTION:**

Commissioner Barry R. Cohen	yes _____	no _____
Commissioner Michael Karukin	yes _____	no _____
Commissioner Marta Olchyk	yes _____	no _____
Vice Mayor Eli Tourgeman	yes _____	no _____
Mayor Daniel Dietch	yes _____	no _____



20- Year Water Supply  
Facilities Work Plan

Prepared by



**Calvin, Giordano & Associates, Inc.**

EXCEPTIONAL SOLUTIONS™

1800 Eller Drive, Suite 600 · Fort Lauderdale, FL 33316

(phone) 954.921.7781 · (fax) 954.266.6487

Certificate of Authorization #514

November 26, 2008 June 2015

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**Appendix A – Miami Dade Water & Sewer Department Water Agreement**

## 1.0 INTRODUCTION

The purpose of the Town of Surfside 20-Year Water Supply Facilities Work Plan (Work Plan) is to identify and plan for the water supply sources and facilities needed to serve existing and new development within the ~~local government's~~Town's jurisdiction. Chapter 163, Part II, F.S., requires local governments to prepare and adopt Work Plans into their Comprehensive Plans within 18 months after the water management district approves a regional water supply plan. The updated Lower East Coast Supply Plan was approved by the South Florida Water Management District (SFWMD) ~~on February 15, 2007~~in September 2013; therefore, the deadline for local governments within the Lower East Coast jurisdiction to amend their comprehensive plans, and adopt a Work Plan is ~~August 15, 2008~~March 2015.

Residents of the Town of Surfside purchase their water directly from Miami Dade Water and Sewer Department (WASD). Under this arrangement, the Town of Surfside Public Works Department coordinates with Miami Dade to ensure that adequate capacity is available for existing and future customers and that supporting infrastructure, such as the water lines, are adequately maintained.

The Town of Surfside Water Supply Facilities Work Plan will reference data from WASD's 20 year water supply plan (2014-2033), since the ~~T~~town is a wholesale customer. The intent ~~of the County water supply plan~~ is to meet the statutory requirements ~~mentioned~~outlined in subsection 1.2 below, ~~of this plan~~ and to coordinate WASD's water supply initiatives with the 2013 Lower East Coast Water Supply Plan Update, prepared by the South Florida Water Management District.

According to Florida state guidelines Statutes, the Work Plan and ~~the any corresponding~~ comprehensive plan amendment must address the development of traditional and alternative water supplies, bulk sales agreements and conservation and reuse programs that are necessary to serve existing and new development for a minimum of a 10-Year planning period. This plan matches the WASD timeline of a plan in planning length of 20-years planning horizon.

The Town's Work Plan is divided into six sections:

1. Introduction
2. Background Information
3. Data Analysis
4. Capital Improvements
5. Goals, Objectives, and Policy Discussion
6. Conclusion

## 1.1 Statutory History

In 2002, 2004, and 2005 and 2011 the Florida Legislature enacted bills to address the State's water supply needs. These bills, especially Senate Bills 360 and 444 (2005 legislative session), significantly changed Chapter 163 and 373 Florida Statutes (F.S.) by strengthening the statutory links between the regional water supply plans prepared by the water management districts and the comprehensive plans prepared by local governments. The bills require local governments to identify how future water supply needs will be met through preparation of a Water Supply Facilities Work Plan with a minimum planning horizon of 10 years. The Work Plan must also be incorporated into a state-approved local comprehensive plan. ~~In addition, t~~These bills established the basis for improving coordination between the local land use planning and water supply planning.

## 1.2 Statutory Requirements

The following highlights the statutory requirements:

1. Coordinate appropriate aspects of ~~its—the Town of Surfside's comprehensive plan with the appropriate water management district's regional water supply plan~~South Florida Water Management District (SFWMD) Lower East Coast Water Supply Plan (2013 LEC Plan). [163.3177(4) (a), F.S.]
2. Ensure ~~that its~~the Town's future land use plan is based upon availability of adequate water supplies and public facilities and services. [s.163.3177 (6) (a), F.S., effective July 1, 2005.] Data and analysis demonstrating that adequate water supplies and associated public facilities will be available to meet projected growth demands must accompany all proposed Future Land Use Map amendments submitted to the Department of ~~Community Affairs~~Economic Opportunity (DCAEO) for review. The submitted package must also include an amendment to the Capital Improvements Element, if necessary, to demonstrate that adequate public facilities will be available to serve the proposed Future Land Use Map modification.
3. Ensure that adequate water supplies and facilities are available to serve new development no later than the date on which the local government anticipates issuing a certificate of occupancy and consult with the applicable water supplier prior to approving building permit, to determine whether adequate water supplies will be available to serve the development by the anticipated issuance date of the certificate of occupancy. [s.163.3180 (2) (a), F.S., effective July 1, 2005.] ~~This “water supply concurrency” is now in effect, and local governments should be complying with the requirement for all new development proposals. In addition, local governments should update their comprehensive plans and~~

~~land development regulations as soon as possible to address these statutory requirements. The latest point at which the comprehensive plan must be revised to reflect the concurrency requirements is at the time the local government adopts plan amendments to implement the recommendations of the Evaluation and Appraisal Report (EAR).~~

4. For local governments subject to a regional water supply plan, revise the General Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge Element (the "Infrastructure Element"), within 18 months after the water management district approves an updated regional water supply plan, to:
  - a. Identify and incorporate the alternative water supply project(s) selected by the local government from projects identified in the updated regional water supply plan, pursuant to S. 373.709(2)(a), F.S., or alternative project(s) proposed by the local government under S. 373.709(8)(b), F.S.~~or the alternative project proposed by the local government under s. 373.0361(7), F.S. [s. 163.3177(6)(c), F.S.];~~
  - b. Identify the traditional and alternative water supply projects, bulk sales agreements, and the conservation and reuse programs necessary to meet current and future water use demands within the local government's jurisdiction [s. 163.3177(6)(c), F.S.]; and
  - c. Include a water supply facilities work plan for at least a 10-year planning period for constructing the public, private, and regional water supply facilities identified in the element as necessary to serve existing and new development. [s. 163.3177(6) (c), F.S.] ~~Amendments to incorporate the water supply facilities work plan into the comprehensive plan are exempt from the twice-a-year amendment limitation. [s. 163.3177(6) (c), F.S.]~~ The Work Plan must address the water supply sources necessary to meet and achieve the existing and projected water use demand for the region through the 2030 planning period as established by the 2013 LEC Plan [s. 163.3167(9), F.S.].
5. Revise the 5-Year Schedule of Capital Improvements to include any water supply, reuse, and conservation projects and programs to be implemented during the five-year period [s. 163.3177(3)(a)4, F.S.].
6. To the extent necessary to maintain internal consistency after making changes described in Paragraph 1 through 5 above, revise the Conservation Element to assess projected water needs and sources for at least a 10-year planning period, considering the 2013 LEC Plan~~appropriate regional water supply plan, the applicable District Water Management Plan, as well as applicable consumptive use permit(s)- [s.163.3177(6)(d)3, F.S.]. [s.163.3177 (6) (d), F.S.]~~

~~If the established planning period of a comprehensive plan is greater than ten years, the plan must address the water supply sources necessary to meet and achieve the existing and projected water use demand for established planning period, considering the appropriate regional water supply plan. [s.163.3167 (13), F.S.]~~

7. To the extent necessary to maintain internal consistency after making changes described in Paragraphs 1 through 5 above, revise the Intergovernmental Coordination Element to ensure coordination of the comprehensive plan with applicable regional water supply plans and regional water supply authorities' plans. [s.163.3177 (6) (h) 1. F.S.]

~~8. To the extent necessary to maintain internal consistency after making changes described in Paragraphs 1 through 5 above, revise the Intergovernmental Coordination Element to ensure coordination of the comprehensive plan with applicable regional water supply plans and regional water supply authorities' plans. [s.163.3177 (6) (h) 1. F.S.]~~

~~98. Address in the EAR, the extent to which the local government has implemented the 10-year water supply facilities work plan, including the development of alternative water supplies, and determine whether the identified alternative water supply projects, traditional water supply projects, bulk sales agreements, and conservation and reuse programs are meeting local water use demands. [s.163.3191 (2) (1), F.S.] While an Evaluation and Appraisal Report is not required, local governments are encouraged to comprehensively evaluate, and as necessary, update comprehensive plans to reflect changes in local conditions. The evaluation could address the extent to which the local government has implemented the need to update their Work Plan, including the development of alternative water supplies, and determine whether the identified alternative water supply projects, traditional water supply projects, and conservation and reuse programs are meeting local water use demands [s.163.3191 (3), F.S.]~~

## **2.0 – BACKGROUND INFORMATION**

### **2.1 Overview**

The Town of Surfside is located between Miami Beach to the south and Bal Harbour to the north with the Atlantic Ocean to the east and the Village of Indian Creek and Bay Harbor Islands, separated by Indian Creek to the west. The Town of Surfside was incorporated on May 18, 1935 by 35 residents who signed the incorporation documents as members of the private Surf Club, which remains a significant landmark in Surfside.

The Town of Surfside is an evolving municipality consisting of approximately ~~329.5367.45~~ acres. Approximately ~~67~~58.33% is comprised of residential uses,

2.1.84% General Retail Services, 2.61.83% Community Facilities and 238% of all other uses as shown in **Table 2.1 Existing Land Use**. The largest increase seen from 1995 to 2007 has been an increase in Moderate Density Residential. Private recreation facilities and parking have been redeveloped into residential to provide additional housing.

**Figure 2.1** illustrates the Town of Surfside existing land use and **Figure 2.2** illustrates future land use.

**Table 2.1**  
**Existing Land Use**  
*For Illustrative Purposes Only*

Existing Land Use	Land Area (ac)		
	1995	2007	% Change
Low Density Residential	173.8	173.7	-0.06
Moderate Density Residential	1.8	17.2	+855
High Density Residential/Tourist	33.7	31.1	-8
General Retail Services	5.5	6.8	+23
Private Recreation	18.6	0.8	-2,226
Community Facilities	37.0 +/- 35	8.5 +/- 35	-335
Parking	10.0	4.5	-123
Vacant/Undeveloped	2.8	4.3	+55
ROW	81.6	82.5	+1
Total Town Area (ac)	365	365	No Change

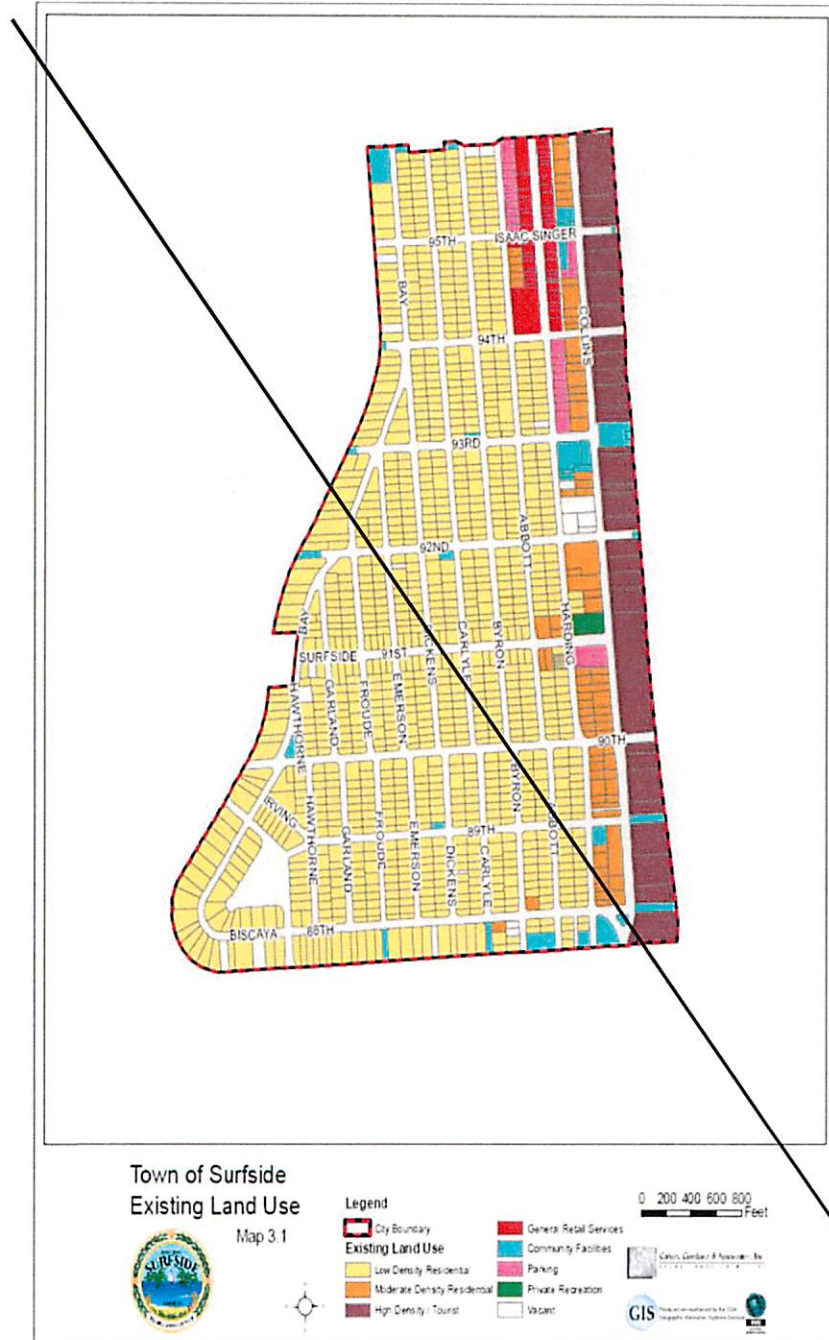
<b>EXISTING Land Use</b>	<b>Acres</b>	<b>% of Total Acres</b>
<u>Community Facilities</u>	<u>6.72</u>	<u>1.83%</u>
<u>General Retail Services</u>	<u>6.76</u>	<u>1.84%</u>
<u>Multi-Family Residential</u>	<u>39.10</u>	<u>10.64%</u>
<u>Parking</u>	<u>5.45</u>	<u>1.48%</u>
<u>Private Recreation</u>	<u>5.72</u>	<u>1.56%</u>
<u>Single Family Residential</u>	<u>175.25</u>	<u>47.69%</u>
<u>Vacant</u>	<u>7.07</u>	<u>1.93%</u>
<u>ROW</u>	<u>121.38</u>	<u>33.03%</u>
<b>TOTAL ACREAGE</b>	<b>367.45</b>	<b>100.00%</b>

Source: Town of Surfside 1989-2010 Comprehensive Plan; 1995 EAR GIS calculations prepared by the Town of Surfside; Calvin, Giordano & Associates, 2007.



The largest increase from 1995 to 2007 has been in Moderate Density Residential land use. Private recreation facilities and parking have been redeveloped into residential use to provide additional housing. **Figure 2.1** illustrates the Town of Surfside existing land use and **Figure 2.2** illustrates future land use.

Figure 2.1

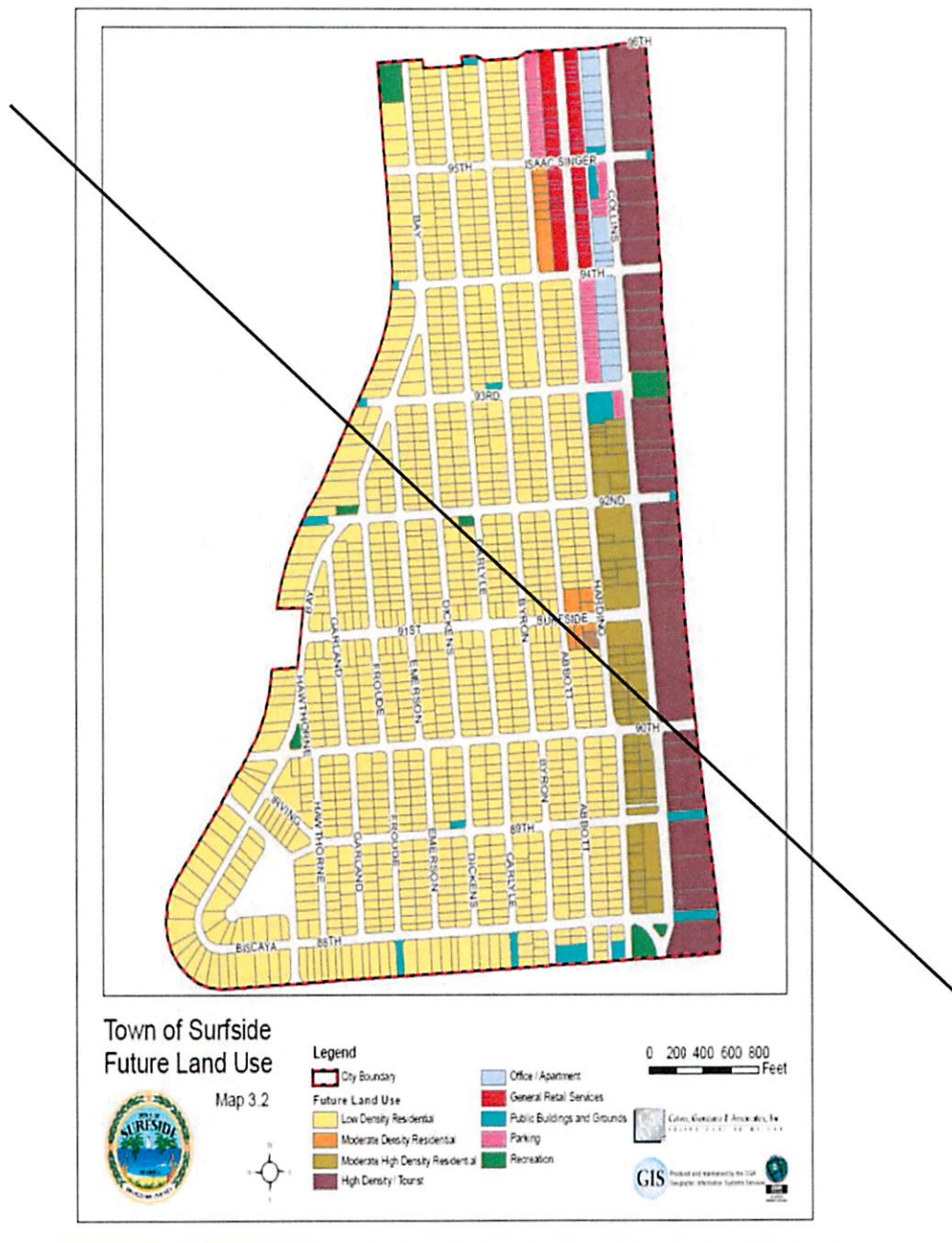


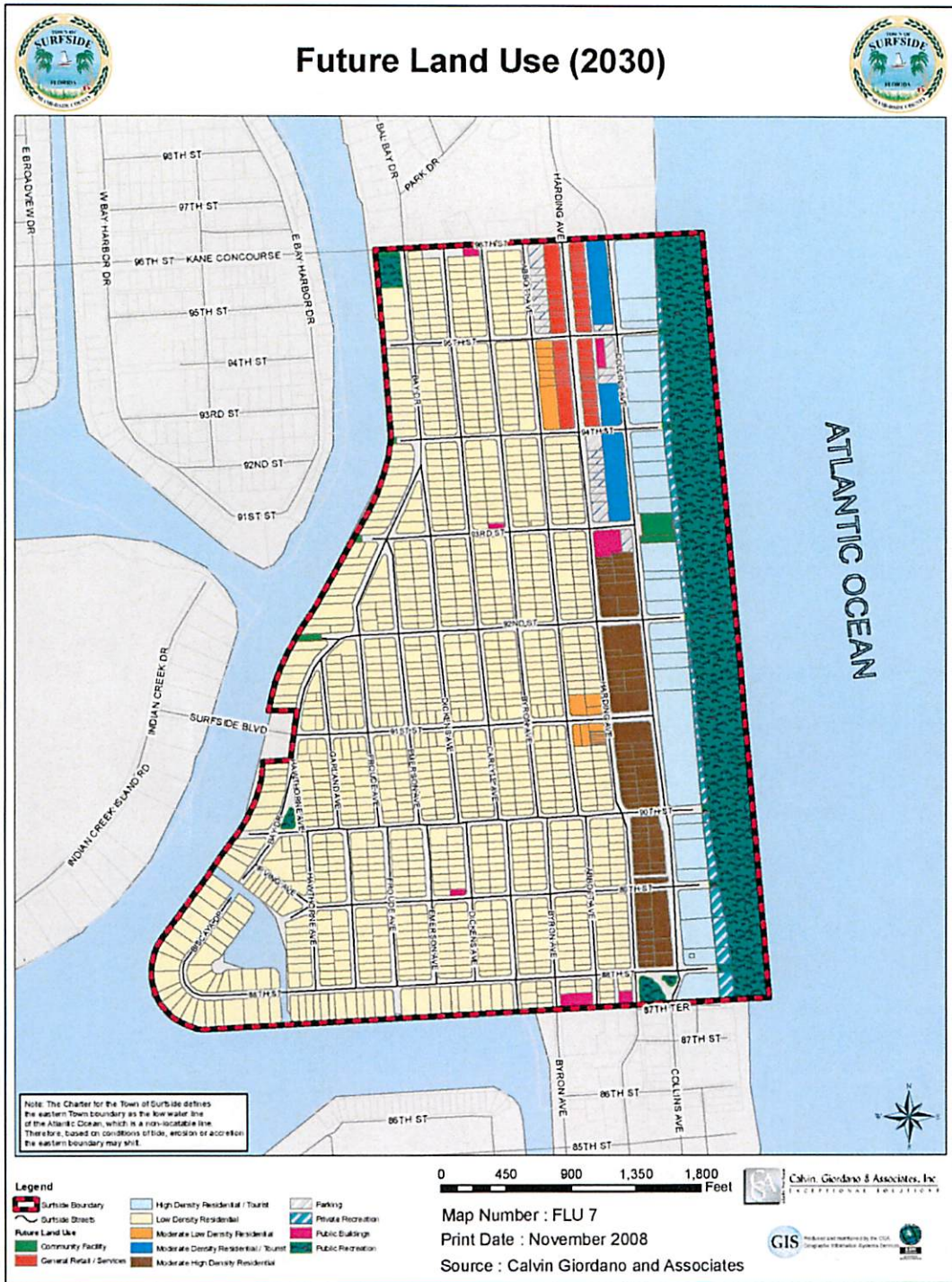


Source: Town of Surfside 2010 Comprehensive Plan



Figure 2.2





Source: Town of Surfside 2010 Comprehensive Plan

## 2.2 Relevant Regional Issues

~~As the state agency responsible for water supply in the Lower East Coast planning area, the South Florida Water Management District (SFWMD) plays a pivotal role in resource protection, through criteria used for Consumptive Use Permitting. As pressure increased on the Everglades ecosystem resource, the Governing Board initiated rule making to limit increased allocations dependent on the Everglades system. As a result, the Regional Water Availability Rule was adopted by the Governing Board on February 15, 2007 as part of the SFWMD's Consumptive Use Permit Program. This reduced reliance on the regional system for future water supply needs, mandates the development of alternative water supplies, and increasing conservation and reuse.~~

As the state agency responsible for water supply planning within the Lower East Coast region, the South Florida Water Management District (SFWMD) plays a pivotal role in ensuring an adequate supply of water to protect, enhance and restore natural systems; meet population demands; and address all other existing and projected needs for water supply. The SFWMD 2013 LEC Plan identified several current issues of importance to the region's water supply including:

1. The need to reduce reliance on the regional system for future water supply needs by developing alternative water supplies.
2. The need for increased conservation, reclamation and re-use methods in order to reduce per capita use and delay or avoid adding capacity.
3. The need to better integrate energy and water management.
4. The need to consider climate change and its hydrogeological effects such as sea level rise and salt water intrusion in water supply planning.
5. The need to limit withdrawals from both the Surficial Aquifer System and surface water from Lake Okeechobee.
6. The need to relieve pressure on the Everglades ecosystem by seeking alternative water supply sources that are not dependent upon the Everglades for recharge as per the 2007 Regional Water Availability Rule.
7. The need to reduce nutrient loadings to the environment by eliminating the use of six ocean outfalls in southeastern Florida as the primary means of disposal for treated domestic wastewater by December 20, 2025 as per the 2008 Leah G. Schad Ocean Outfall Program.

The Town of Surfside 20-Year Water Supply Facilities Work Plan aids in addressing regional challenges by providing data and analysis to SFWMD, and by collaborating with other local municipalities and the Miami Dade Water and Sewer Department (WASD) to strengthen the water supply planning process. The Town fully supports regulatory changes, water conservation programs and alternative water supply projects under the purview of SFWMD and the WASD, inclusive of actions which help to address climate change such as salt water intrusion monitoring, groundwater modeling and infrastructure assessments.

The Town works closely with the WASD to achieve targeted goals as outlined in the "Miami Dade Water and Sewer Department 20-year Water Use Efficiency Goal Based Plan" approved by SFWMD in May 2007. Included in the water use efficiency plan are the Water Conservation Best Management Practices (BMP) along with a countywide BMP implementation schedule, costs and water savings projections. Water conservation within the WASD service area is in accordance with SFWMD Water Use Permit No. Re-Issue 13-00017-W, Limiting Condition Nos. 45 and 49 and Exhibit 27.

The Town has already implemented several of its own water saving policies and procedures as identified below, and will continue to support and expand existing goals, objectives and policies in the comprehensive plan that promote water conservation in a cost-effective and environmentally sensitive manner.

- In an attempt to reduce overall water consumption, Surfside adopted a tiered structure water billing plan. This unit rate billing discourages high consumption users by charging a higher unit rate each time a tier of consumption is reached.
- Surfside installed automated water meters Town-wide. These meters monitor daily consumption and alert Public Works staff via email and text message of any water leaks 24 hours per day 7 days per week. This automated response reduces the duration of an active water leak or line break, thus reducing overall water consumption and waste.
- Established policies within the Comprehensive Plan to improvements to improve the Town's Code of Ordinances by incorporating water conservation based irrigation requirements, native species list, lawn watering restrictions, use of ultra-low volume water saving devices for substantial rehabilitation and new construction.
- Adopted a policy to promote education programs for residential, commercial and other uses that encourages conservation of potable water and discourages waste.

### **3.0 – DATA ANALYSIS**

#### **3.1 Water Supply Providers**

The Town of Surfside is one of fifteen a-wholesale customers who and purchases its/their finished water directly from the Miami Dade Water and Sewer Department (WASD)- under 20-year water use agreements.

The WASD's service area is the entire all of Miami-Dade County within the Urban Development Boundary (UDB), excluding portions of North Miami, North Miami Beach, Homestead and Florida City which have their own water supply facilities.

~~The areas within the Urban Expansion are included in the planning horizon after 2015.~~

The 20-Year Water Use Permit (WUP) for the Miami Dade WASD was approved by the SFWMD Governing Board on November 15, 2007. Subsequent modifications were issued, with the latest one dated July 16, 2012. The water use permit limits the annual allocation to 149,906 million gallons (MG) and the maximum monthly allocation to 13,117 million gallons until the permit expires on December 31, 2030. These allocations are further limited by the wellfield operational plan described in Limiting Condition 27 of the water use permit. On June 20, 2014 WASD submitted an application for modification and extension of the existing WUP. Said modification includes new water demand projections based on 2010 population data and revised alternative water supply and reuse projects.

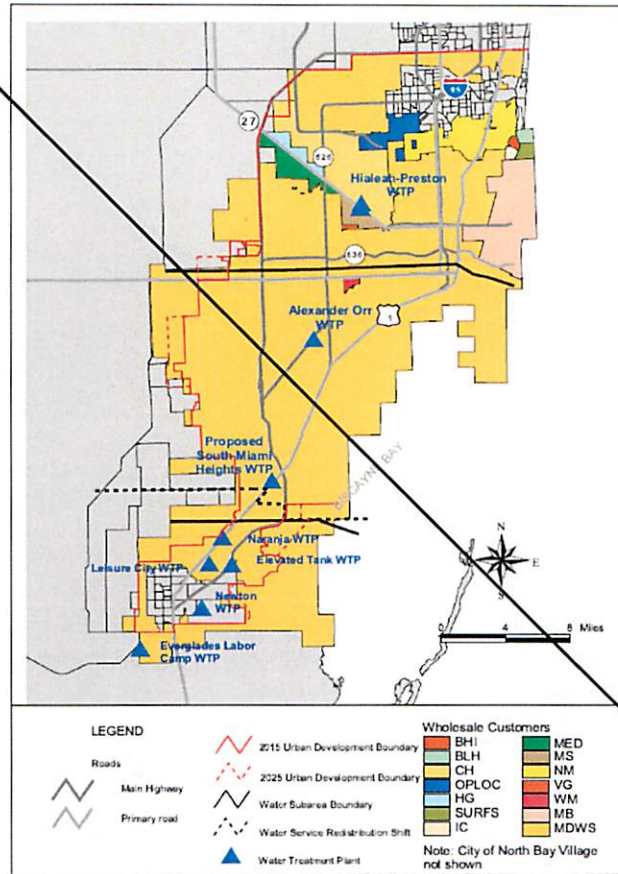
The supply capacity and treatment capacity of WASD service area are 724.44 MGD and 517.19 MGD respectively. As will be shown in more detail in the "Data Analysis" section, the WASD water supply and treatment systems have sufficient installed capacity to produce more potable water than is currently required within its service area to meet current demands and future projections.

### **3.2 Map of Areas Served**~~Hialeah Preston Water Service Area and Facilities~~

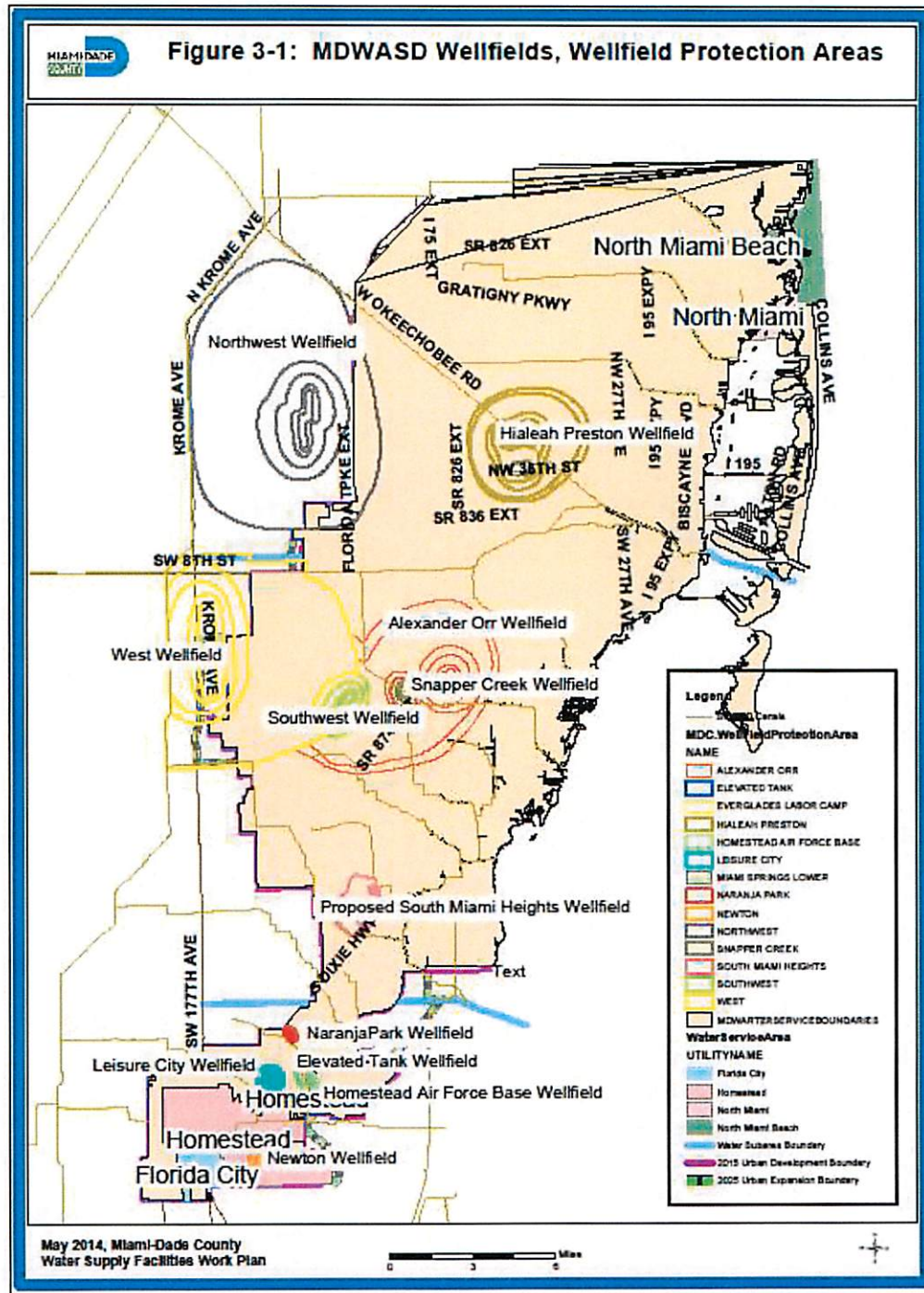
~~The Town of Surfside is a wholesale customer and receives water in from the Miami-Dade Water and Sewer Department's Hialeah-Preston service area. The Hialeah-Preston Water Treatment Plants (WTPs) and their associated wellfields and finished water lines are service area and its associated is illustrated in Figure 3.1 and Figure 3.2 respectively.~~

Figure 3.1



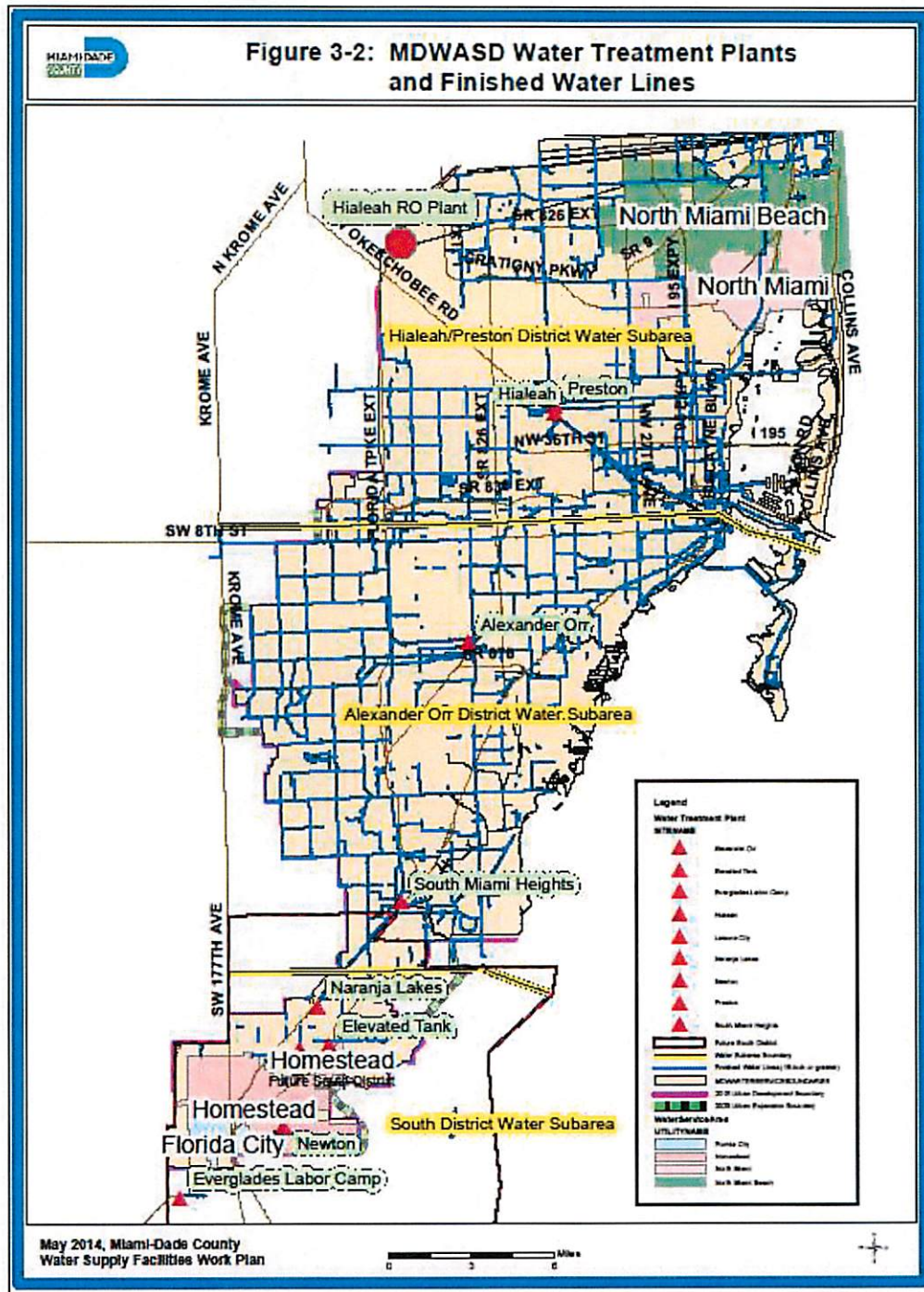






Source: Miami-Dade County 2008 Water Supply Facilities Work Plan  
Source: WASD's 20 year water supply plan (2014-2033)

Figure 3.2



Source: WASD's 20 year water supply plan (2014-2033)

### **Hialeah Water Treatment Plant (WTP)**

The Hialeah WTP was originally designed in 1924 with a total capacity of 10 mgd. By 1935, the plant's capacity totaled 40 mgd. In 1946, capacity was increased to 60 mgd. Air strippers with a capacity of 84 mgd were added to the treatment process in 1991 to remove volatile organics from the finished water. A 3.2 MG storage reservoir for both the Hialeah and John E. Preston WTPs was also added in 1991. The Hialeah WTP has a current rated capacity of 60 mgd and there are plans to rerate and upgrade the Hialeah WTP to a capacity of 70 mgd, if necessary. The treatment process for this WTP includes lime softening with sodium silicate activated by chlorine, recarbonation, chlorination, ammoniation, fluoridation, filtration, and air stripping. The plant site is relatively small, and is surrounded by residential areas.

### **Hialeah WTP Wellfields**

The source water for the Hialeah WTP is from the Hialeah-Miami Springs Wellfields, supplemented by the Northwest Wellfield. There are three active wells located in the Hialeah Wellfield constructed in 1936. Each well is 14 inches in diameter, 115 feet deep and have casing depths of 80 feet. The total wellfield capacity is 12.54 mgd or 8,700 gpm (2,900 gpm for each well). The twenty active wells located in the Miami Springs Wellfield were constructed between 1924 and 1954. These wells are 14 inches and 30 inches in diameter, 80 to 90 feet deep and have casing depths of 80 feet. The total wellfield capacity is 79.30 mgd or 55,070 gpm (ranging between or 2,500 and 5,000 gpm for each well). The Northwest Wellfield has fifteen active wells that were constructed in 1980. The wells are 40 inches and 48 inches diameter and 80 to 100 feet deep, with casing depths ranging from 46 to 57 feet. These wells have two-speed motors. The total nominal capacity of the wells at the low speed flow rate is 149.35 mgd. The capacity of each well, except well No. 10, is 10 mgd at the low speed flow rate. Well 10 have a low speed capacity of 9.35 mgd. The total nominal capacity for the wells at the high speed flow is 220.94 mgd.

### **John E. Preston Water Treatment Plant (WTP)**

The John E. Preston WTP was originally designed as a 60 mgd plant in 1968 and upgraded to 110 mgd in 1980. The plant was re-rated to a total capacity of 130 mgd in 1984. The plant reached its present capacity of 165 mgd with another addition in 1988. In 1991, the plant was modified with an air stripping capacity of 185 mgd to remove VOCs. In 2005, plant process modifications to provide enhanced softening for reduction of color and total organic carbon came on line. The main source of water for the Preston WTP is from the Northwest Wellfield. The current rated capacity is 165 mgd with a treatment process similar to that of the Hialeah WTP. This includes lime softening with ferric and other coagulant

and chemicals added prior to lime for enhanced softening, recarbonation, chlorination, ammoniation, fluoridation, filtration, and air stripping. The Preston plant is also located in a residential area of Hialeah.

### **John E. Preston WTP Wellfields**

The seven active wells located in the John E. Preston Wellfield were constructed in 1966 and 1972. Each well is 42 inches in diameter, 107 feet deep and have casing depths of 66. The capacity of wells No. 1 through No. 6 is 5,000 gallons per minute (gpm) each and the capacity of well No. 7 is 7,000 gpm. The total wellfield capacity is 53.28 mgd.

### **Hialeah-Preston Water Distribution Facilities**

Finished water from the Hialeah and John E. Preston WTPs is pumped through a system of dedicated low-pressure pipelines to remote storage tanks and pumping facilities. This system provides water service to the southeastern part of the Hialeah Preston subarea. The low pressure system starts at the Hialeah WTP with a 42-inch diameter main heading due east along N.W. 62nd Street, and 36-inch and 42-inch diameter mains running southeast along Okeechobee Road then parallel to the Miami River. The main on N.W. 62nd Street connects to the N.W. 67th Street pumping station, which pumps the water to the south through a 30-inch diameter main running along N.W. 10th Ave. The 30-inch diameter main continues south and connects into the N.W. 36th Street pumping station. This main continues further south and connects into the golf ground pump station.

The 36-inch and 42-inch diameter mains combine into a 54-inch diameter main at N.W. 42nd Avenue. They split again into a 36-inch and a 42-inch diameter main at N.W. 32<sup>nd</sup> Avenue. These mains connect to the 30th Avenue pump station. The 30th Avenue pump station feeds two 36-inch diameter mains that connect to the 20th Street pumping station to complete the loop. The pipe loop is made predominantly of concrete and cast iron pipes that were installed in the early 1930s. Some segments of this loop having been in service for more than 60 years. Replacement of these pipes are scheduled in the MDWASD maintenance program.

The remaining part of this subarea is served by a high pressure system. Water is pumped into the system by five high service in-plant pumps with a total capacity of 34.1 mgd at 167 feet total dynamic head (TDH). The high pressure system delivers water service to Hialeah, Miami Springs, and a high pressure main connected to the City of Miami. The northern section of the subarea is supplied by one major piping loop. The loop begins at the plant with a 72-inch diameter main heading north along West 2nd Avenue, next it turns west at West 20th Street, and then it turns North along West 4th Avenue to NW 191st Street. At this location, it turns east until it reaches N.E. 18th Avenue. It then turns south and connects into a 54-inch diameter main that connects to the N.W. 67th Street pumping station.



The southwestern portion of the subarea is supplied by a 36-inch diameter main that connects to the 54-inch diameter main heading out of the John E. Preston WTP at West 25th Street. The main heads west on N.W. 74th Street then turns south on N.W. 107th Avenue. It eventually interconnects with the Alexander Orr, Jr. subarea piping network on S.W. 56th Street around S.W. 117th Avenue.

### **Hialeah-Preston Finished Water Storage Facilities**

The finished water storage facilities for the Hialeah-Preston subarea consist of both "in-plant" and remote storage facilities. The storage facilities are summarized below in **Table 3.1**.

**Table 3.1**  
**Hialeah-Preston Finished Water Storage Facilities**

<u>Location</u>	<u>Description</u>	<u>Capacity (MG)</u>
<u>Hialeah WTP</u>	<u>Reservoir – Ground Storage</u>	<u>3.0</u>
<u>Hialeah WTP</u>	<u>Clearwell</u>	<u>1.7</u>
<u>John E. Preston WTP</u>	<u>Ground Storage Tank No. 1</u>	<u>9.0</u>
<u>John E. Preston WTP</u>	<u>Ground Storage Tank No. 2</u>	<u>14.0</u>
<u>John E. Preston WTP</u>	<u>Clearwell</u>	<u>1.1</u>
<u>N.W. 20<sup>th</sup> Street</u>	<u>Ground Storage Tank</u>	<u>7.5</u>
<u>N.W. 36<sup>th</sup> Street</u>	<u>Ground Storage Tank</u>	<u>5.0</u>
<u>N.W. 67<sup>th</sup> Street</u>	<u>Ground Storage Tank</u>	<u>8.2</u>
<u>N.W. 30<sup>th</sup> Street</u>	<u>Ground Storage Tank</u>	<u>2.5</u>
<u>N.E. 79<sup>th</sup> Street</u>	<u>Elevated Storage Tank</u>	<u>2.0</u>
<u>Carol City</u>	<u>Ground Storage Tank</u>	<u>2.0</u>
<b><u>Total Storage</u></b>		<b><u>56.0</u></b>

Source: WASD's 20 year water supply plan (2014-2033)

### **3.3 Potable Water Level of Service Standard**

The Town of Surfside currently coordinates with WASD to meet existing and projected demands based on level of service (LOS). The existing LOS for the Town of Surfside based on WASD goals for potable water is as follows:

- a) The regional treatment system shall operate with a rated maximum daily capacity no less than 2 percent above the maximum daily flow for the preceding year, and an average daily capacity 2 percent above the average daily system demand for the preceding 5 years.
- b) Water shall be delivered to users at a pressure no less than 20 pounds per square inch (psi) and no greater than 100 psi.
- c) Water quality shall meet all federal, state, and County primary standards for potable water.

- d) ~~Countywide storage capacity for finished water shall equal no less than 15 percent of the Countywide average daily demand.~~
- e) ~~The level of service (LOS) standard for potable water facilities shall be 155 gallons capita per day.~~

~~The 155 gallons capita per day (gpcd) value is WASD system wide finished water rate which was calculated by taking historical data. In 2007 the actual gpcd value for the town of surfside was 206 gpcd. The Town of Surfside is aware of this high gpcd value and is currently working with WASD to implement Water efficiency plans, public education, and BMPs to reduce the Town of Surfside's gpcd value.~~

### **3.4 Population and Potable Water Demand Projections by Each Local Government Utility**

~~For the purposed of this report WASD population projections will be used to calculate projected water demands. WASD gathered population data found in Table 3.1 from Miami Dade County Department of Planning and Zoning (P&Z) and was derived from Transportation Analysis Zones (TAZ). The population projection were presented and accepted by the South Florida Water Management District (SFWMD).~~

**Table 3.1  
WASD Gathered Population Data**

Municipality	Municipal Population Projections					
	Year					
	2007	2010	2015	2020	2025	2030
<b>Town of Surfside</b>	5,159	5,280	5,483	5,680	5,878	6,076

~~Source: Miami Dade County Planning and Zoning Department, WASD 20 Year Water Supply Plan.~~

~~Population projections for WASD's entire service area in five year increments from year 2007 to 2027 and year 2030 are shown in Table 3.3. Overall, the population served by WASD is expected in increase approximately 26.2% from year 2006 to year 2030. WASD's population projections are illustrated in Section 3.0 Table 3.2.~~

**Table 3.3  
WASD Population Projections**

Year	Total WASD	Total County
2007	2,250,944	2,494,805
2012	2,349,221	2,670,569
2017	2,487,519	2,834,172
2022	2,609,268	2,979,533
2027	2,731,018	3,124,894
2030	2,804,068	3,212,111

~~Source: Miami Dade Planning & Zoning Department~~

The Town of Surfside does not provide its own water supply and as a result it purchases water from WASD. The following projections are based on the WASD 20-Year Water Supply Facilities Work Plan.

### **HISTORIC WATER DATA****Historic Population**

This section presents historical and projected population projections from Year 2010 through Year 2033 for WASD's service area. Population data were obtained from the Miami-Dade County Department of Regulatory and Economic Resources (RER), Planning Division, based on the 2010 Census and derived from Transportation Analysis Zone (TAZ). On June 20, 2014, WASD submitted an application for modification and extension of the 20-year Water Use Permit (WUP) No. 13-00017-W. The modification and extension to the current WUP are a result of revised population projections based on the 2010 Census and the continued successful implementation of the County's Water Conservation Plan. The requested modification to the WUP included new population data, revised water demand projections and alternative water supply projects to support water demands through the year 2033. WASD's Reuse projects were listed but they are not required to address water supply. The revised population projections for the year 2030 are consistent or slightly lower, than the projections in the District's Lower East Coast Water Supply Update, dated September 2013.

Historical populations served by the WASD system are shown in **Table 3.2** in one year increments from Year 2004 to Year 2013. The population in the WASD's service area grew approximately 2.8% between Year 2010 and year 2013. The WASD system served approximately 86% of the County's total population in 2013. Table 3.2 also provides a summary of historical use for both finished water and raw water.

**Table 3.42**  
**TOWN OF SURFSIDE HISTORIC WATER DATA**  
**MIAMI DADE WATER AND SEWER DEPARTMENT**  
**HISTORIC POPULATION AND WATER USE**

Municipality	Water Consumptions (MGD)			Municipal Population			Per-Capita		
	2005	2006	2007	2005	2006	2007	2005	2006	2007
Town of Surfside	1.06	1.09	1.06	5078	5119	5159	209	214	206

Source: Miami Dade County WASD.

<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>
<u>Year</u>	<u>FINISHED WATER HISTORICAL USE</u>						<u>RAW WATER HISTORICAL USE (a)</u>					
	<u>Population Served *</u>	<u>Per Capita Usage (gpcd)</u>	<u>Total Annual Use (MG)</u>	<u>Average Month Use (MG)</u>	<u>Max Month Use (MG)</u>	<u>Ratio Max: Aver. Month</u>	<u>Per Capita Usage (gpcd)</u>	<u>Total Annual Use (MG)</u>	<u>Average Month Use (MG)</u>	<u>Max Month Use (MG)</u>	<u>Ratio Max: Aver. Month</u>	<u>Ratio Finished:Raw (Total Annual Use)</u>
<u>TOTAL MDWASD WATER SYSTEM SERVICE AREA **</u>												
<u>2004</u>	<u>2,090,099</u>	<u>162.5</u>	<u>124,301</u>	<u>10,358</u>	<u>10,861.1</u>	<u>1.05</u>	<u>165.6</u>	<u>126,685</u>	<u>10,557</u>	<u>11,063</u>	<u>1.05</u>	<u>1.019</u>
<u>2005</u>	<u>2,101,772</u>	<u>161.8</u>	<u>124,098</u>	<u>10,342</u>	<u>10,734.8</u>	<u>1.04</u>	<u>165.1</u>	<u>126,670</u>	<u>10,556</u>	<u>11,031</u>	<u>1.04</u>	<u>1.021</u>
<u>2006</u>	<u>2,113,445</u>	<u>161.6</u>	<u>124,677</u>	<u>10,390</u>	<u>10,988.6</u>	<u>1.06</u>	<u>164.7</u>	<u>127,019</u>	<u>10,585</u>	<u>11,170</u>	<u>1.06</u>	<u>1.019</u>
<u>2007</u>	<u>2,125,118</u>	<u>150.3</u>	<u>116,602</u>	<u>9,717</u>	<u>10,485.4</u>	<u>1.08</u>	<u>151.6</u>	<u>117,585</u>	<u>9,799</u>	<u>10,648</u>	<u>1.09</u>	<u>1.008</u>
<u>2008</u>	<u>2,136,791</u>	<u>138.1</u>	<u>108,029</u>	<u>9,002</u>	<u>9,583.0</u>	<u>1.06</u>	<u>149.4</u>	<u>116,820</u>	<u>9,735</u>	<u>10,508</u>	<u>1.08</u>	<u>1.081</u>
<u>2009</u>	<u>2,148,464</u>	<u>142.3</u>	<u>111,627</u>	<u>9,302</u>	<u>9,662.7</u>	<u>1.04</u>	<u>151.2</u>	<u>118,575</u>	<u>9,881</u>	<u>10,550</u>	<u>1.07</u>	<u>1.062</u>
<u>2010</u>	<u>2,160,138</u>	<u>141.4</u>	<u>111,453</u>	<u>9,288</u>	<u>9,700.0</u>	<u>1.04</u>	<u>151.0</u>	<u>119,056</u>	<u>9,921</u>	<u>10,346</u>	<u>1.04</u>	<u>1.068</u>
<u>2011</u>	<u>2,181,073</u>	<u>140.2</u>	<u>111,585</u>	<u>9,299</u>	<u>9,597.6</u>	<u>1.03</u>	<u>149.2</u>	<u>118,768</u>	<u>9,897</u>	<u>10,273</u>	<u>1.04</u>	<u>1.064</u>
<u>2012</u>	<u>2,202,008</u>	<u>134.8</u>	<u>108,626</u>	<u>9,052</u>	<u>9,693.9</u>	<u>1.07</u>	<u>142.5</u>	<u>114,807</u>	<u>9,567</u>	<u>10,223</u>	<u>1.07</u>	<u>1.057</u>
<u>2013</u>	<u>2,222,944</u>	<u>136.5</u>	<u>110,388</u>	<u>9,199</u>	<u>9,483.7</u>	<u>1.03</u>	<u>144.6</u>	<u>117,623</u>	<u>9,802</u>	<u>10,252</u>	<u>1.05</u>	<u>1.066</u>
<u>3-year Average (2011-2013)</u>	<u>=</u>	<u>137.2</u>	<u>=</u>	<u>=</u>	<u>=</u>	<u>1.04</u>	<u>145.4</u>	<u>=</u>	<u>=</u>	<u>=</u>	<u>1.05</u>	<u>1.062</u>

Source: WASD's 20 year water supply plan (2014-2033).



~~Table 3.4 indicates historic potable water consumed by the Town of Surfside. Table 3.4 was developed by gathering billing data from the Town of Surfside and Miami Dade Water and Sewer Department (WASD).~~

### **Water DemandPopulation Projections**

~~The Town of Surfside does not provide its own water supply and as a result it purchases water from WASD. The following projections are based on WASD 20-Year Water Supply Facilities Work Plan.~~

Population projections for WASD's service area in five year increments from Year 2014 to 2033 are shown in Table 3.3. Overall, the population served by WASD is expected to increase approximately 17.78% from Year 2014 to Year 2033. In 2033, WASD will serve potable water to approximately 85% of the total County population.

**Table 3.3**  
**Population Projections to be Served by WASD**

<u>Year</u>	<u>Total WASD</u>	<u>Total* County</u>
<u>2014</u>	<u>2,243,879</u>	<u>2,604,590</u>
<u>2015</u>	<u>2,266,092</u>	<u>2,631,629</u>
<u>2020</u>	<u>2,370,769</u>	<u>2,766,823</u>
<u>2025</u>	<u>2,475,446</u>	<u>2,902,018</u>
<u>2030</u>	<u>2,580,123</u>	<u>3,037,212</u>
<u>2031</u>	<u>2,601,058</u>	<u>3,064,251</u>
<u>2032</u>	<u>2,621,994</u>	<u>3,091,289</u>
<u>2033</u>	<u>2,642,929</u>	<u>3,118,328</u>

Source: WASD's 20 year water supply plan (2014-2033)

### **Water Demand Projections**

~~WASD water demand projections are based on initial system-wide finished water daily per capita use rate of 155 gallons per capita per day (gpcd). Historic raw and finished water uses for year 2001 through year 2006 are illustrated in Table 3.5. In addition, Table 3.6 provides the projected raw and finished water use for year 2007 through year 2030. Table 3.6 also provides projected raw water from the Biscayne and Floridan Aquifer in five-year increments to indicate future demands. Finally, Table 3.7 provides water supply demands according to wholesale customers.~~

The water demand projections presented herein are based on initial system-wide finished water daily per capita use rate of 137.2 gallons per capita per day (gpd), a decline from 155 gpd in the previous WASD water supply plan adopted April 2008. The per capita use was determined by taking a 3-year average from 2011 to 2013.

**Table 3.4** provides the projected water use for Year 2014 through Year 2033 for the WASD service area.

**Table 3.5**  
**Miami-Dade Water and Sewer Department (WASD)**  
**Past Water Use (2001-2006)**

	FINISHED WATER HISTORICAL USE						RAW WATER HISTORICAL USE				
Year	Population served	Per Capita Usage (gpcd)	Total Annual Use (MG)	Average Month Use (MG)	Max Month Use (MG)	Ratio Max: Average Month	Total Annual Use (MG)	Average Month Use (MG)	Max Month Use (MG)	Ratio Max: Average Month	Ratio Finished: Raw (Total Annual Use)
	TOTAL WASD WATER SYSTEM SERVICE AREA										
2001	2,073,679	151.28	114,493	9,541	9,927.5	1.04	117,159	9,763	10,120	1.04	1.0233
2002	2,103,951	156.99	120,614	10,051	10,961.4	1.09	122,931	10,244	11,163	1.09	1.0192
2003	2,134,223	158.51	123,511	10,293	10,676.1	1.04	125,884	10,490	10,878	1.04	1.0192
2004	2,164,495	156.90	124,301	10,358	10,861.1	1.05	126,685	10,557	11,063	1.05	1.0192
2005	2,194,768	154.96	124,098	10,341	10,734.8	1.04	126,670	10,556	11,031	1.04	1.0207
2006	2,225,040	153.30	124,677	10,390	10,988.6	1.06	127,019	10,585	11,170	1.06	1.0188
	5-year average (02-06)	156.13			3-year average (04-06)	1.05			3-year average (04-06)	1.05	1.02

Source: Miami-Dade County Planning and Zoning Department, WASD 20 Year Water Supply Plan.  
From WASD Raw and Finished Water Historical Data 2001-2006

**Table 3.64**  
**Miami-Dade Water and Sewer Department (WASD) Water Demand Projection**

Year	Population	Finished Water Use (gpcd)	AADD Finished Water Use (MGD)	Water Conservation (MGD) Credit	Adjusted Finished Water Demand (MGD)	Adjusted Finished Water Use (gpcd)
2007	2,250,044	155	348.90	1.00	347.81	154.52
2008	2,230,894	155	345.79	2.24	343.55	154.00
2009	2,260,476	155	350.37	3.53	346.84	153.44
2010	2,290,058	155	354.96	4.82	350.14	152.90
2011	2,319,639	155	359.54	6.34	353.20	152.27
2012	2,349,221	155	364.13	7.77	356.36	151.69
2013	2,378,803	155	368.71	9.28	359.43	151.10
2014	2,408,385	155	373.30	10.09	363.21	150.81
2015	2,438,819	155	378.02	10.89	367.13	150.53
2016	2,463,169	155	381.79	11.70	370.09	150.25
2017	2,487,519	155	385.57	12.51	373.06	149.97
2018	2,511,869	155	389.34	13.30	376.04	149.71
2022	2,609,268	155	404.44	16.46	387.98	148.69
2027	2,731,018	155	423.31	19.62	403.69	147.82
2030	2,804,068	155	434.63	19.62	415.01	148.00

Year	Population <sup>1</sup>	Finished Water Use (gpd)	AADD <sup>2</sup> Finished Water Use (gpd)	Water <sup>3</sup> Conservation Credit (MGD)	Reuse <sup>4</sup> Reclaimed Water Credit	Adjusted <sup>5</sup> Finished Water Demand (MGD)	Adjusted Finished Water Use (gpd)
2014	2,243,879	137.2	307.19	1.3	0.00	306.43	136.56
2015	2,266,092	137.2	310.84	2.0	0.00	308.80	136.27
2020	2,370,769	137.2	325.20	5.4	0.00	319.76	134.88
2025	2,475,446	137.2	339.56	8.8	0.00	330.72	133.60
2030	2,580,123	137.2	353.92	9.5	0.00	344.37	133.47
2031	2,601,058	137.2	356.79	9.5	0.00	347.24	133.50
2032	2,621,994	137.2	359.66	9.5	0.00	350.11	133.53
2033	2,642,929	137.2	362.53	9.5	0.00	352.98	133.56

Source: Miami Dade County Planning and Zoning Department, WASD 20 Year Water Supply Plan.

Source: WASD's 20 year water supply plan (2014-2033)

#### **Footnotes**

- (1) Population Served represents the TAZ population projections based on 2010 Census Data provided by the MDC RER Planning Division.
- (2) Annual Average Daily Demand (AADD) Finished Water Projections between 2014 and 2033 assume 137.2 gpcd (a decrease from 145.4 gpcd total water system demand prior to application of credits (e.g. conservation).
- (3) WASD has implemented a 20-year water use efficiency plan and is experiencing reductions in per capita water consumption. Water Conservation projections were revised based on the 2010 Annual Water Conservation Plan Conserve Florida Report (March 2011). Real losses in non-revenue water (e.g. unaccounted-for-water) are assumed to remain at less than 10%. The conservation amounts experienced through 2010 (6.54 MGD) were deducted from the 20-year conservation amount in the Conserve Florida Report and the remaining conservation amounts were distributed for the balance of the 20-year period (2011-2027).
- (4) Not Used
- (5) Adjusted after taking credit in finished water demand projections for reductions in finished water use associated with water conservation.

**Table 3.7**  
**Water Supply Service Area**  
**Wholesale Customers**

Municipality	Water Supply by WAsD Projected AADF Finished Water (mgd) — 155 gpcd					
	Year					
	2007	2010	2015	2020	2025	2030
Bay Harbour	0.63	0.65	0.68	0.71	0.74	0.77
Bay Harbour Islands	0.96	0.99	1.04	1.08	1.12	1.17
Hialeah	35.40	36.42	38.13	39.35	40.58	41.81
Hialeah Gardens	3.62	3.84	4.20	4.57	4.93	5.30
Indian Creek Village	0.04	0.04	0.04	0.04	0.04	0.04
Medley	0.09	0.10	0.11	0.11	0.12	0.13
Miami Beach	16.47	17.15	18.29	19.30	20.30	21.31
Miami Springs	2.42	2.45	2.51	2.55	2.59	2.63
North Bay Village	1.26	1.30	1.38	1.45	1.53	1.61
North Miami	10.76	11.24	13.0	12.43	13.00	13.41
North Miami Beach	7.60	n/a				
Opa Locka	2.86	2.91	3.01	3.09	3.17	3.25
Surfside	0.80	0.82	0.85	0.88	0.91	0.94
Virginia Gardens	0.33	0.34	0.35	0.36	0.38	0.39
West Miami	0.91	0.92	0.92	0.93	0.93	0.93
Total	84.17	79.14	84.47	86.82	90.32	93.65

Source: 2007 Miami-Dade 20-Year Water Supply Plan.

### **3.5 Water Supply Provided by Other Entities**

The Miami-Dade County 20-Year Water Supply Facilities Work Plan was completed in 2008. The intent of the County Work Plan is to meet the statutory requirements mentioned in subsection 1.2 of this plan and to coordinate WASD's water supply initiatives with the Lower East Coast Water Supply Plan Update, prepared by the South Florida Water Management District.

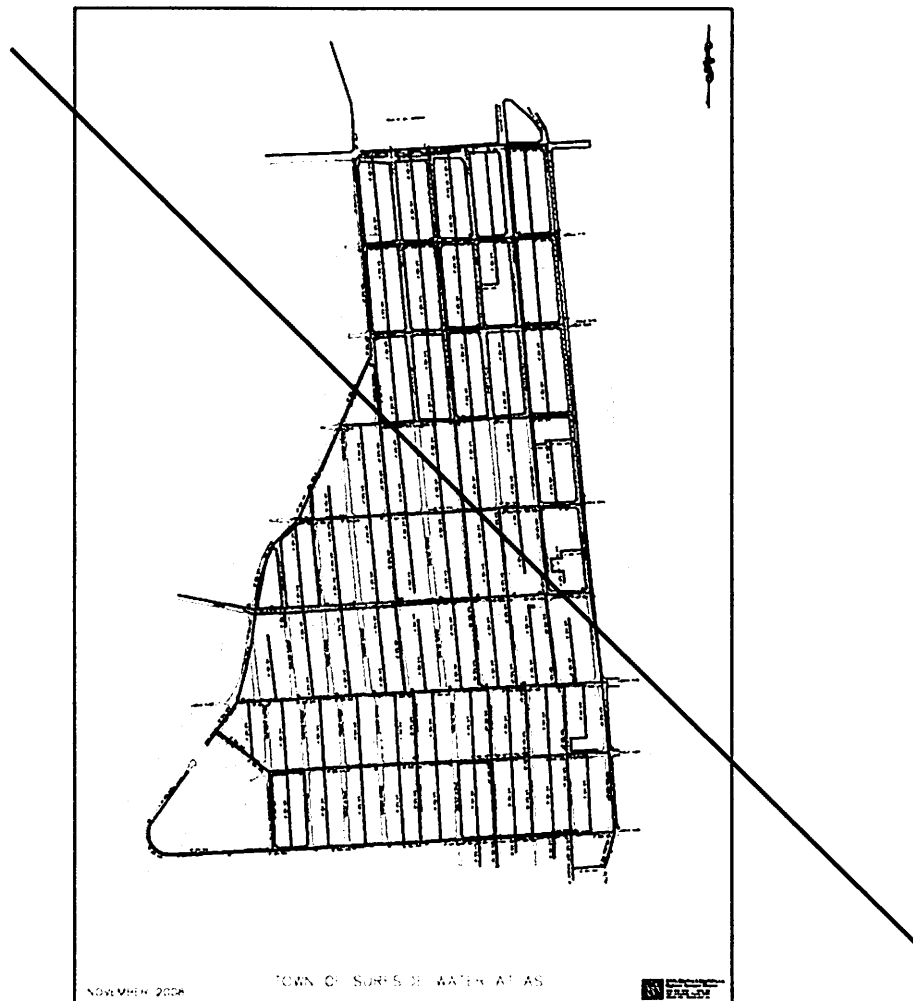
The WASD's service area is the entire Miami-Dade County within the Urban Development Boundary (UDB), excluding portions of North Miami, North Miami Beach, Homestead and Florida City. The areas within the Urban Expansion are included in the planning horizon after 2015. The following summarizes WASD Work Plan:

- Description of population and water demand projections (Table 3.6 and 3.7 Water Supply Service Area, Retail and Wholesale Customers, respectively, by Municipality provides municipal population projections and projected AADF "Annual Average Daily Flow" finished water based on 155 gpcd. The population information was derived from Miami-Dade County Department of Planning and Zoning Transportation Analysis Zone (TAZ) 2004 population data. This subsection also provides a brief discussion of WASD's conservation and reuse programs.);
- Water Supply Facilities Work Plan details the facilities and proposed alternative water supply (AWS) projects that are planned in order to meet the water demands through 2030. The intent of the AWS projects is to assist WASD in meeting the water demands within their respective service area. These projects are expected to be completed increments consistent with the projected growth set forth in the Plan. The AWS projects and annual average daily demand (AADD) assumes that all current wholesalers will remain in WASD system through 2030, except for the City of North Miami Beach. The AWS projects are included in the County's Capital Improvement Element.

In the 20-Year Work Plan, WASD is committed to meet the water demand for the municipalities within the service area. The Town of Surfside is served by the Hialeah-Preston subarea. The Hialeah and John E. Preston WTPs are located at 200 W. 2nd Avenue and 1100 W. 2nd Avenue, respectively. The adjacent facilities in Hialeah share interconnected source water and finished water storage capacity. These two plants serve the Hialeah-Preston subarea, generally, the service area that lies north of Flagler Street. The two plants have similar treatment processes. The Hialeah-Preston WTPs are to receive groundwater from five Upper Floridan Aquifer wells located in the Miami Springs Wellfield and the Northwest Wellfield. These blending activities of brackish and fresh water are

proposed to occur at the Hialeah Preston WTPs by 2010. There are plans to re-rate and upgrade the Hialeah WTP to a capacity of 70 mgd, if necessary. The Town of Surfside water distribution system consists of 11 miles of cast iron pipe installed in 1938 (see Figure 3-2). Primary mains feeding the system run under the Town's streets and vary in size from 6-inch to 16-inches in diameter, which feed three-inch and four-inch water lines located along the rear property lines. The four-inch lines provide service. The existing meters are constantly being calibrated and serviced to improve the accuracy of the flow readings for the entire system. The service area is the municipal boundary.

**Figure 3-2**



### **3.6—Conservation**

#### **~~Countywide Issues~~**

##### ~~The Miami-Dade Water Use Efficiency Plan~~

~~Currently, the Miami-Dade Water and Sewer Department (WASD) is implementing all Best Management Practices (BMPs) included in the 20-year Water Use Efficiency Plan, which was approved by the South Florida Water Management District. The Town of Surfside is currently working with WASD to implement the efficiency plan. The Town's Engineers are currently evaluating the existing water system by gathering data and performance data analysis to identify any type of flaws in the system. City engineers coordinate existing and proposed projects with WASD to assure all BMPs are being met.~~

##### ~~Water Conservation Plans and Development Codes~~

~~In addition, all of WASD's wholesale customers are required to submit a Water Conservation Plan to the Department's Water Use Efficiency Section as mandated by County Ordinance 06-177, Section 32-83.1 of the Miami-Dade County Code. The Plan is currently in the process of being adopted by the Town of Surfside. The plan will identify BMPs based on population characteristics and type of service for each municipal service area.~~

~~Miami-Dade County has developed recommendations for new development that would achieve higher water use savings than currently required by code. The recommendations were developed by an Advisory Committee and were presented to the Board of County Commissioners (BCC) on June 5, 2007. These Water Conservation recommendations were adopted by Ordinance on February 5, 2008. The Ordinance requires that a manual for implementation of the recommendations be developed by July 2008. These Water efficiency recommendations represent an additional 30% to the water savings identified in the 20-year Water Use Efficiency Plan. All applicants will be required to comply with these future code requirements. The list of recommendations submitted to the BCC and the Ordinance relating to water use efficiency standard are presented in Appendix D and are also posted in the Miami-Dade Water Conservation Portal.~~

##### ~~Per Capita Consumption~~

~~Furthermore, Miami-Dade Water and Sewer Department will establish per capita consumption for all municipalities including those in WASD's retail customer service area. Based on this data, the Department will work with the municipalities to address those with higher than average per capita's and will target programs for those areas. The County anticipates that the implementation of the BMPs identified in the 20-year Water Use Efficiency Plan will result in an adjusted system wide per capita of 155 gpcd by year 2027.~~

~~Historically the Town of Surfside's per capita value was over the system average of 155 gpcd. The Town of Surfside is aware of the high per capita value and is currently working with WASD to reduce the per capita value down to 155 gpcd by 2010.~~

~~The Town of Surfside will continue to comply with all Miami-Dade County water use efficiency requirements. The Town of Surfside recently completed the Utility Profile required by County Ordinance 06-177, and will continue to work with WASD's Water Use Efficiency Section to develop the Town's Water Conservation Plan and identify best management practices (BMPs).~~

### **~~3.7 Local Government Specific Actions, Programs, Regulations, Opportunities~~**

~~The Town will coordinate future water conservation efforts with WASD and SFWMD to ensure that proper techniques are applied. In addition, the Town will continue to support and expand existing goals, objectives and policies in the comprehensive plan that promotes water conservation in a cost-effective and environmentally sensitive manner. The Town will continue to actively support the SFWMD and Miami-Dade County in the implementation of new regulations or programs that are design to conserve water during the dry season.~~

~~The Town of Surfside engineers are aware of the need for future water conservation and will coordinate with WASD and the SFWMD to assure BMPs, regulations, and other conservation plans are being implemented.~~

### **~~3.8 Regional and County-wide Issues~~**

~~For the past years, the State of Florida is leading the nation in water reuse. The water reuse effort in the state is primarily led by utilities, local governments, the water management districts and state agencies. The intent of their efforts is to implement water reuse programs that increases the volume of reclaimed water used and promotes public acceptance of reclaimed water. In addition to the public and private efforts, there are two sections of the Florida Statutes (Secs.403.064(1) and 373.250(1) F.S.) that promote water reuse as a formal state objectives. According to the Florida Statutes, "These sections further conclude that water reuse programs designed and operated in compliance with Florida's rules governing reuse are deemed protective of public health and environmental quality." In addition, Section 403.064(1), F.S., concludes that "reuse is a critical component of meeting the state's existing and future water supply needs while sustaining natural systems."~~

~~The Town of Surfside is in full support of the water reuse initiatives under consideration by both the SFWMD and Miami-Dade County. The County has committed to implement a total of 170 mgd of water reuse as noted in the County's 20 year water use permit. In the 20 year Work Plan, the County~~



~~identified a number of water reuse projects and their respective schedule. According to the Work Plan, "reuse projects will recharge the aquifer with highly treated reclaimed water and will be in place before additional withdrawals over the base condition water use are made from the Alexander Orr and South Dade sub-area wellfields. In addition, reuse irrigation projects are anticipated for the North and Central District Wastewater Treatment Plants. These projects will be implemented in the City of North Miami and North Miami Beach, and currently under construction for Key Biscayne."~~

### **3.9 Reuse**

~~The Town of Surfside currently does not have a wastewater treatment facility, therefore no reuse system currently online. The Town of Surfside is in full support of the water reuse initiatives under consideration by both the SFWMD and Miami Dade's WASD.~~

## **4.0 CAPITAL IMPROVEMENTS**

As shown in the water demand projections presented above, the WASD's projected finished water demands are now significantly lower than anticipated when the first 20-year water use permit application was submitted to South Florida Water Management District (SFWMD) in 2007. The updated water demand projections have resulted in 71 million gallons per day decrease by the year 2030. This demand reduction has eliminated the anticipated supply shortages which were the basis for an ambitious schedule of several costly alternative water supply projects which are no longer required or needed. As such, reuse projects to address water supply have been eliminated. However, MDWASD will be implementing a total of 117.5 mgd of reuse to address the Ocean Outfall Legislation which includes 27.6 mgd of Floridan Aquifer Recharge and up to 90 mgd of reuse water to FPL for Turkey Point Units 5, and 6.

### **4.1 Work Plan Projects**

~~The following proposed alternative water supply (AWS) projects are to meet MDWAS's increased water demands through 2030, which encompasses the proposed 20-year Consumption Use Permit period. AWS projects have been identified to meet water demands in the WASD service area and are presented in Table 4.1 and Figure 5-1 (of the MSWASD 20 Year Water Supply Plan). It is important to note that any improvements made to the Hialeah Preston Plant have direct affects on the Town of Surfside and neighboring local governments. Improvement made to the plant will increase the capacity and allow opportunity for future redevelopment within its service areas. based on the projected decrease in water demands through the year 2033 reflected in the application for~~

modification and extension of the 20-year Water Use Permit (WUP) submitted by the WASD on June 20, 2014. Water conservation activities are funded annually through the operations and maintenance budget and are therefore not included in the capital budget.

The improvements described herein in **Table 4.1** and illustrated in **Figure 4.1** will be sufficient to meet water demand through the 20-year planning horizon. These projects assume that all current wholesalers will remain on the WASD system through 2033.

**Table 4.1**  
**Proposed Alternative Water Supply Projects**

Year	Annual Average Finished Water Quantity in MGD and Source		
2007	7.20	ASR Ultraviolet (UV) Disinfection System for ASR Sys. @ W&SW Wellfield	AWS
2009	4.70	Flondan Aquifer Blending Wellfield at Hialeah/Preston	AWS
2011	8.50	Hialeah Floridan R.O. W.T.P. Phase 1 (WTP Initial Capacity 10.0 MGD)	AWS
2012	2.00	North District W.W.T.P. Reuse Projects	Credit
2012	1.00	Central Distr. W.W.T.P. Reuse Project	Credit
2013	18.60	South Distr. W.R.P. Groundwater Recharge Ph 1	Offset
2017	4.50	Hialeah Floridan R.O. W.T.P. Phase 2 (WTP Total Capacity 15.0 MGD)	AWS
2020	21.00	West District W.R.P. Canal Recharge Ph 2	Offset
2025	16.00	West District W.R.P. Canal Recharge Phase 3	Offset
2027	2.00	Hialeah Floridan R.O. W.T.P. Phase 3 (WTP Total Capacity 17.5 MGD)	AWS
Subtotal	85.50		
Water Conservation	19.62	20-year Water Use Efficiency Plan (4/6/2007)	Credit
Total	105.12		

Note:

Non-revenue potential real water loss reduction target is 14.25 MGD by 2017

No credit given for reuse projects in North District and Central District W.W.T.P.s. Future credits may be given to offset increases in per capita consumption.

Source: WASD 20-Year Water Supply Facilities Work Plan

Year	Project Title Annual Average Finished Water Quantity in MGD		Source
2013	7.5	Hialeah Floridan Aquifer RO WTP-Phase 1-a, 10 MGD & 6 Floridan Aquifer supply wells	AWS
2015	2.5	Hialeah Floridan Aquifer RO WTP-Phase 1-b, 4 Floridan Aquifer supply wells	AWS
2018	12.45	South Miami Heights WTP Phase 1 (RO portion)	AWS
2030	5.0	South Miami Heights WTP Phase 2 (RO portion)	AWS
Total	27.45		

Source: WASD's 20 year water supply plan (2014-2033)

Figure 5-1  
MDWASD Finished Water Demand and Water Supply Projections (3/25/2008)

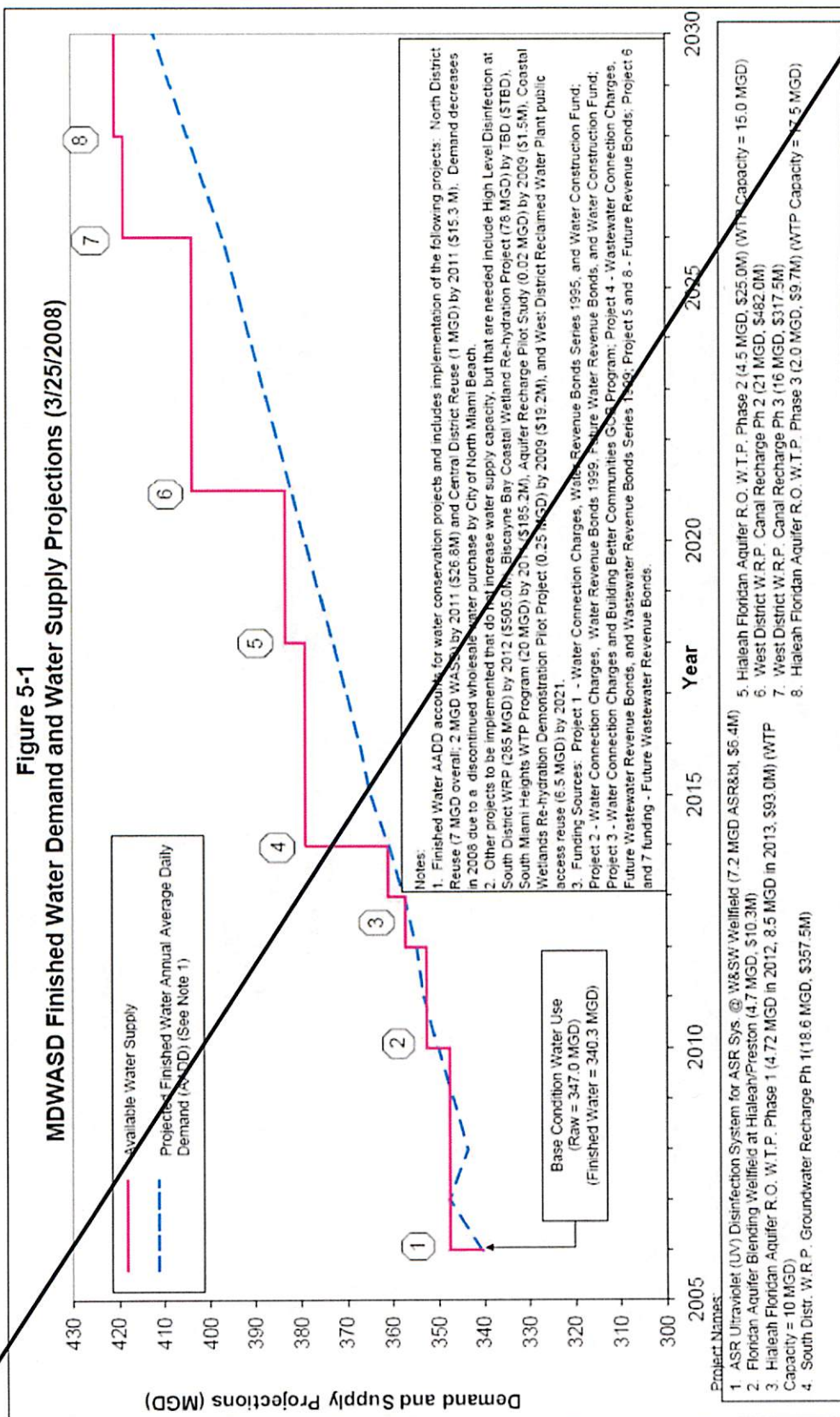
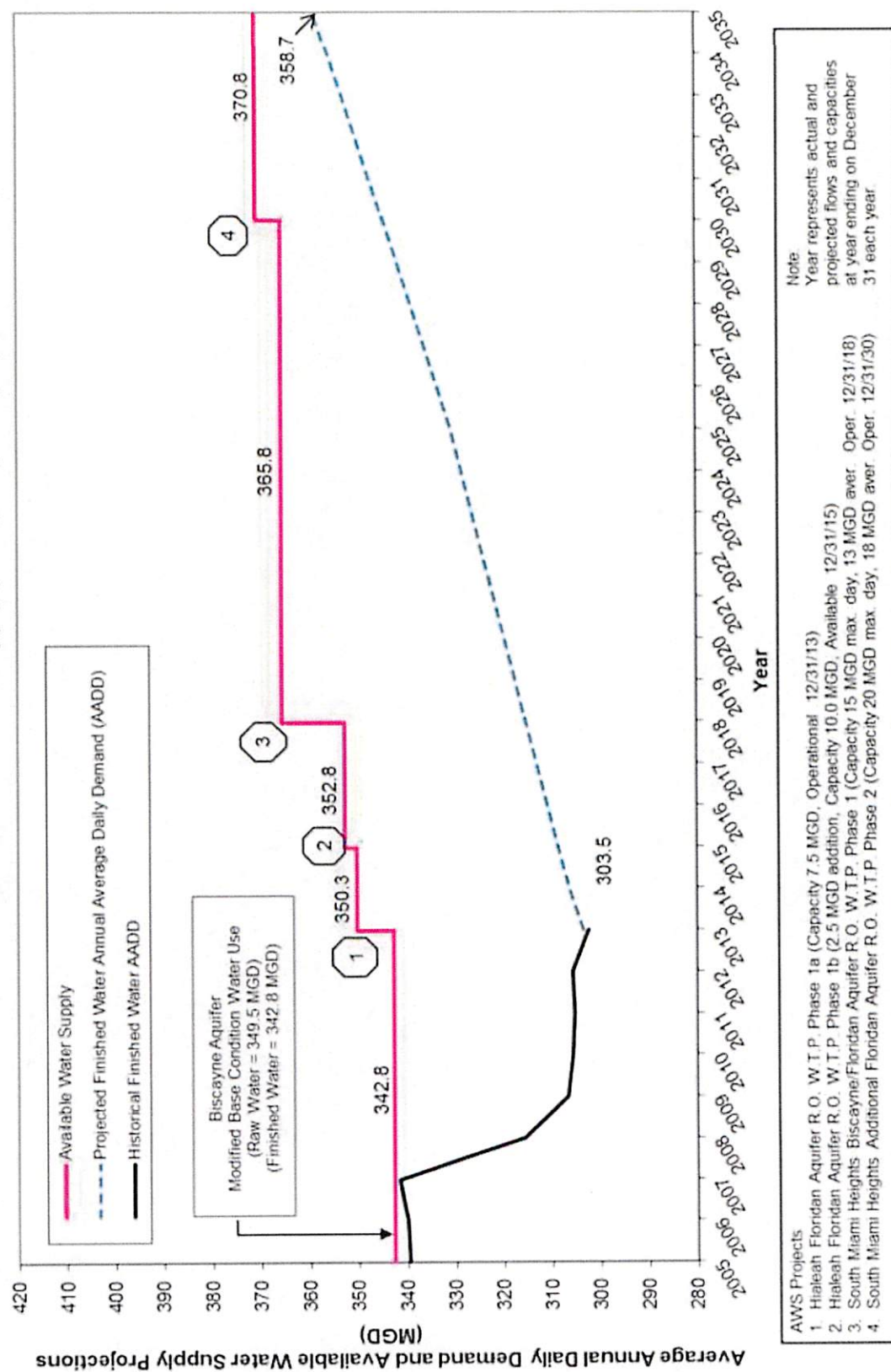


Figure 5-1 stepChart rev 23

Source: W&SW 20-Year Water-Supply-Facilities-Work-Plan

Figure 4.1  
MDWASD Alternative Water Supply (AWS) Projects (September 2014)



Source: WASD's 20 year water supply plan (2014-2033)



## 4.2 Capital Improvements/Schedule

As mentioned in the previous sections, the latest lower population projections based on the 2010 Census results and historically lower per capita daily finish water use have reduced the projected finish water demands, eliminating the need for other alternative water supply projects by several years. The WASD Water and Alternative Water Supply (AWS) projects to address water demands through 2033 include the Hialeah RO and South Miami, shown in **Figure 4.12** and **Figure 4.2** are and summarized further below to be completed in increments commensurate with the projected growth. **Table 4.2** indicated WASD Water/Alternative Water Supply CIE Program.

**Figure 4.12**  
**WASD Water/Alternative Water Supply CIE Projects**

Project Name	Expenditure <sup>(a)</sup>						Six Year Totals
	2012/ 2013	2013/ 2014	2014/ 2015	2015/ 2016	2016/ 2017	2017/ 2018	
Water Facilities							
South Miami Heights W.T.P. & Wellfield	17.11	46.20	43.80	5.19	0.00	0.00	112.31
Hialeah Floridan Aquifer R.O.W.T.P. Phase 1 (10.0 mgd)	23.79	4.77	1.34	7.383	4.08	6.09	47.48

Source: WASD's 20 year water supply plan (2014-2033); Expenditures are in millions of dollars

### **Hialeah Floridan Aquifer R.O. W.T.P (10 MGD)**

A new upper Floridan Aquifer Reverse Osmosis (RO) water treatment plant was constructed in 2013, and is located at 4250 W. 114th Terrace in the City of Hialeah. The WTP was constructed pursuant to a Joint Participation Agreement between the City of Hialeah and the County which was approved by the Board of County Commissioners on July 24, 2007 and called for the design, construction, and operation of a water treatment plant constructed in the annexation area and supplied by the brackish Floridan aquifer to produce initially 10 mgd with the capacity to expand to 17.5 mgd. Approval from the Florida Department of Health to produce and distribute water was received in November 2013. The WTP utilizes the Floridan Aquifer as the alternative water supply using the RO treatment to remove the salt. The initial operational phase of the Plant is 7.5 mgd, increasing to 10 mgd by the end of 2015 when construction of additional wells is expected to be completed.

#### *Phase 1-a (7.5 MGD) - Completed 2013*

Phase 1-a of the RO WTP included a 10 mgd plant and an initial six (6) Floridan Aquifer supply wells. The phase 1-a cost was about \$95 million.

Phase 1-b (2.5 MGD) - Start 2014/Finish 2015

Phase 1-b of the RO WTP will consist of the construction of four (4) Floridan Aquifer supply wells for a maximum treatment capacity of 10 mgd. The Phase 1-b cost is estimated at approximately \$5 million.

**South Miami Heights W.T.P. and Wellfield (20 MGD)**

**17.45MGD Floridan Aquifer RO and 2.55 MGD Biscayne Aquifer**

**Start 2014/Finish 2018**

Design of the South Miami Heights (SMH) Water Treatment Plant (WTP) and Wellfield began commencement in 2014. The WTP will be located at 18800 SW 208 Street in Miami. The RO WTP and associated facilities will have a capacity to produce 20 mgd (max day) finished water using a combination of 17.45 mgd from the Floridan Aquifer and 2.55 mgd from the Biscayne Aquifer. Phase 1 will have a maximum capacity of 15 mgd to be operational by December 31, 2018, and Phase 2 will have a maximum capacity of 20 mgd, operational by December 31, 2030. A total of five (5) Biscayne Aquifer wells and seven (7) Floridan Aquifer wells are planned to be constructed.

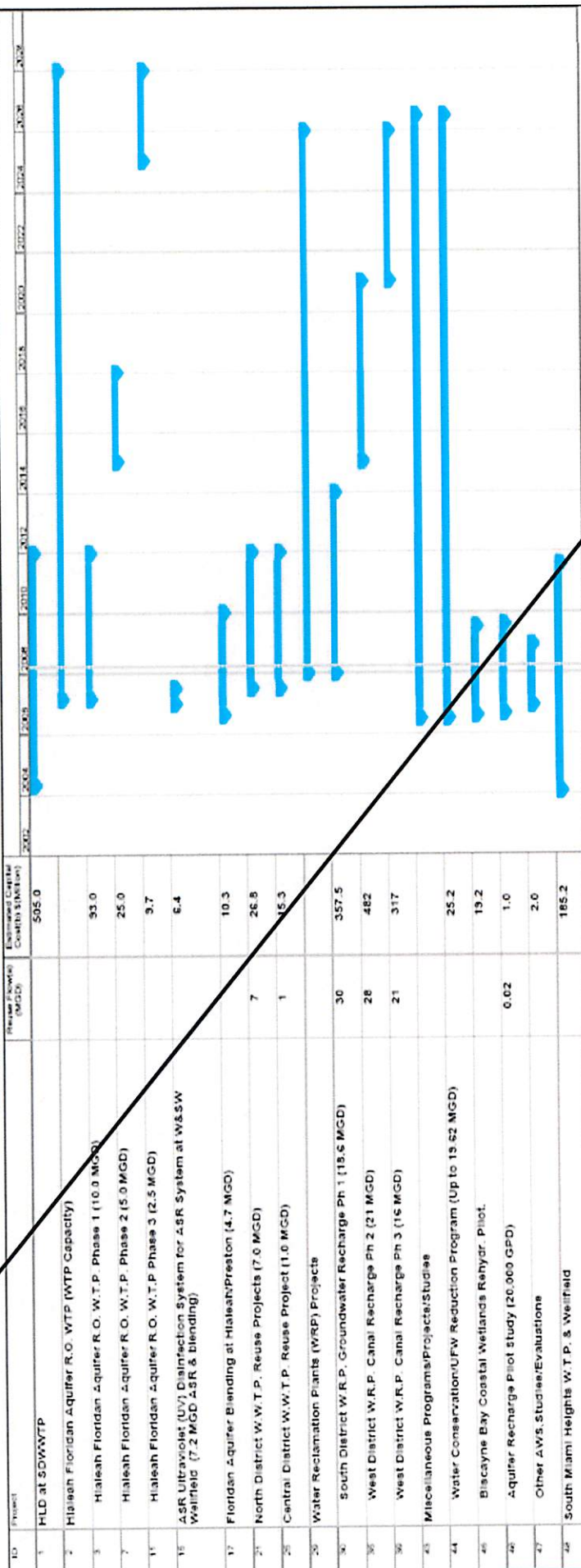
Upon completion of the WTP, the Elevated Tank, Leisure City, and Naranja WTPs will be abandoned and their associated allocations will be transferred to the SMHs WTP. Everglades Labor Camp and Newton WTPs will remain on stand-by service.

**Miscellaneous Projects**

In addition to the Alternative Water Supply (AWS) projects described above, WASD will also utilize tools to evaluate and plan for sea level rise and climate change. The primary concern as it pertains to the WASD water supply is salt water intrusion into the freshwater Biscayne aquifer, the primary source of drinking water in Miami-Dade County. Results of initial evaluation and data analysis indicate that within the next thirty years WASD will be able to operate its wellfields and water treatment facilities as designed. Groundwater modeling indicates that even with a high level of projected sea level rise, the wellfields will not be impacted by salt water intrusion. Further modeling is currently underway to extend the planning scenarios fifty years out, and will include climate changes such as increases and decreases in annual precipitation and extreme weather events.

Water conservation projects are also currently being implemented by WASD as part of the County's 20-Year Water Use Efficiency Plan, expected to reduce potable water demand by 19.62 MGD over that time period. Examples of ongoing conservation projects include bathroom and kitchen retrofit, rebates for high efficiency toilets, and landscape irrigation evaluations for residential, commercial and governmental use.

Miami-Dade Reuse and Alternative Water Supply Conceptual Programs (3/25/2008)



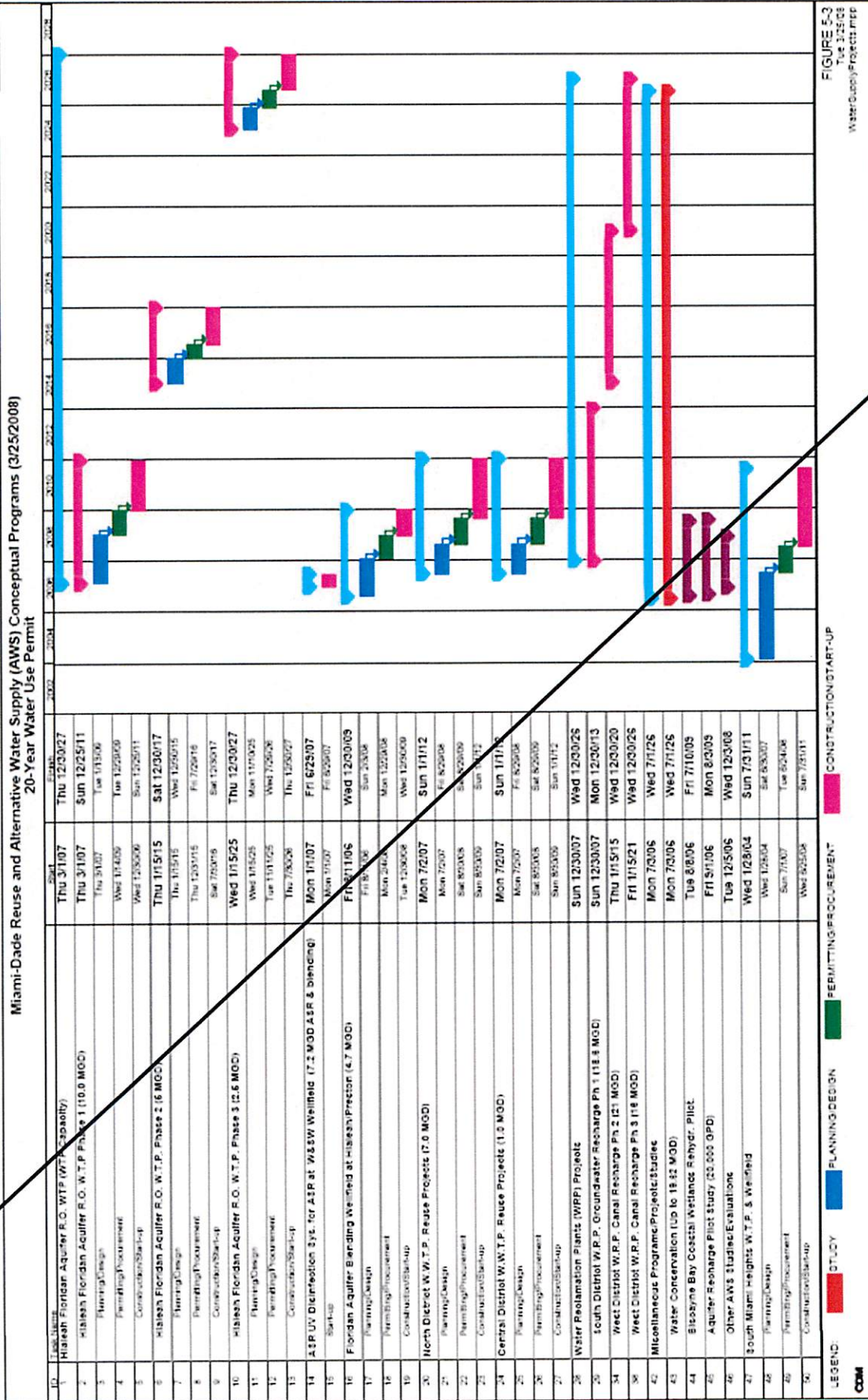
141 Estimate of Capital Wetlands Rehydration Project (7/8 mgd)  
 26 December, 2008 (EAR Oct - 7/8 mgd)

FIGURE 5-2  
 Reuse Program Schedule/FIS

Source: WASHD 20-Year Water Supply Facilities Work Plan



Figure 4.2



Sources: W&SD 20-Year Water Supply Facilities Work Plan



**Table 4.2**  
**WASD Water/Alternative Water Supply CIE Program**

Project Name	Expenditure <sup>(a)</sup> (In Millions of Dollars)						Six Year Totals
	2007/ 2008	2008/ 2009	2009/ 2010	2010/ 2011	2011/ 2012	2012/ 2013	
Sewer Facilities							
Village of Key Biscayne Reuse Distr. System	2.85	0.00	0.00	0.00	0.00	0.00	2.85
Biscayne Bay Coastal Wetlands Rehydr. Pilot.	0.11	2.98	9.12	5.56	0.00	0.00	17.77
Aquifer Recharge Pilot Study (20,000 gpd)	0.24	2.00	0.00	0.00	0.00	0.00	2.24
North District W.W.T.P. Reuse Projects (7.0 mgd)	1.53	6.17	12.93	6.16	0.00	0.00	26.79
Central District W.W.T.P. Reuse Project (1.0 mgd)	0.90	3.36	7.03	4.00	0.00	0.00	15.29
South District W.R.P. Groundwater Recharge Ph 1 (18.6 mgd)	8.93	17.87	34.48	76.81	121.40	96.00	357.49
West District W.R.P. Canal Recharge Ph 2 (21 mgd)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
West District W.R.P. Canal Recharge Ph 3 (16 mgd)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Biscayne Bay Coast. Wetlands Reh. (75.7 mgd)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Water Facilities							
South Miami Heights W.T.P. & Wellfield	13.14	19.12	26.58	12.92	12.48	0.00	84.24
ASR Ultraviolet (UV) Disinfection System for ASR Syst. @W&SW Wellfield(7.2 mgd ASR&bl)	6.83	0.00	0.00	0.00	0.00	0.00	6.83
Floridan Aquifer Blending at Hialeah/Preston(4.7 mgd)	0.82	2.57	6.60	0.00	0.00	0.00	9.99
Hialeah Floridan Aquifer R.O. W.T.P. Phase 1 (10.0 mgd)	10.49	18.29	34.44	26.67	2.66	0.00	92.55
Hialeah Floridan Aquifer R.O. W.T.P. Phase 2 (5.0 mgd)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hialeah Floridan Aquifer R.O. W.T.P. Phase 3 (2.5 mgd)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Totals	45.84	72.36	131.18	134.12	136.54	96.00	616.04

Source: MDWASD CDMP CIE

<sup>(a)</sup> December, 2006 Dollars (ENR CCI=7888)

## 5.0 GOALS, OBJECTIVES AND POLICIES

The Town of Surfside has adopted several ~~new~~ goals, objectives and policies into the Future Land Use, Potable Water, Conservation, Capital Improvement and Intergovernmental Coordination Elements of the Comprehensive Plan that address water supply sources and facilities, ~~as well as conservation and reuse programs based on the comprehensive plan requirements in Chapter 9J-5, Florida Administrative Code.~~ The Town of Surfside intends to implement and monitor compliance with this 240-Year Water Supply Facilities Work Plan throughout the 2033 planning horizon ~~the adoption and review of amendments to the Comprehensive Plan as part of its future Evaluation and Appraisal Reports.~~

## 6.0 CONCLUSION

~~The South Florida Water Management District has determined that the Biscayne Aquifer water source is not sufficient to meet future demands.~~ Miami Dade County Water and Sewer Department currently supplies potable water services to the Town of Surfside through a mutual agreement. Miami Dade County Water and Sewer Department has evaluated the impact of implementing new alternative water sources projects to meet the projected water demands for all their existing and proposed customers, inclusive of the Town of Surfside. ~~The wWater sSupply wWork pPlan is formulated to demonstrate~~ that the Miami Dade County Water and Sewer Department has the capacity to provide potable water to the Town of Surfside and all other ~~their~~ wholesale customers for the next 20-year planning period. The Town of Surfside ~~must~~ will continue to coordinate with Miami Dade Water and Sewer Department and South Florida Water Management District to reduce water consumption, conserve potable water supplies, address climate change and sea level rise, and strengthen the water supply planning process ~~continue research and implement future projects to reduce the reliance on the Biscayne Aquifer.~~

## APPENDIX A

CONTRACT  
BETWEEN  
MIAMI-DADE COUNTY  
AND  
TOWN OF SURFSIDE, FLORIDA  
PROVIDING FOR THE RENDITION OF WATER SERVICE

THIS CONTRACT, made and entered into this 26<sup>th</sup> day of July, 2007 between Miami-Dade County, a political subdivision of the State of Florida, referred to as the "COUNTY" and TOWN OF SURFSIDE, a municipal corporation organized and existing under the laws of the State of Florida, referred to as the "TOWN".

### W I T N E S S E T H:

WHEREAS, on May 2, 1995, the COUNTY and the TOWN entered into a Contract providing for the rendition of water service by the COUNTY to the TOWN, and

WHEREAS, on May 10, 2006, the COUNTY and the South Florida Water Management District (SFWMD) entered into a contract which requires the COUNTY to obtain twenty (20) year water service contracts with its volume water customers to coincide with the request of the COUNTY for twenty (20) year Consumptive Use Permits issued by the SFWMD, and

WHEREAS, without a twenty (20) year contract with the TOWN, the water supply source for the TOWN, may be allocated from an alternative more expensive source for the TOWN, and

WHEREAS, the COUNTY and the TOWN desire to enter into this Contract so the COUNTY can continue to render water service to the TOWN for a twenty (20) year period, and

WHEREAS, the Miami-Dade Water and Sewer Department, referred to as the "Department", operates and maintains the COUNTY's water system.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth, the COUNTY and TOWN agree as follows:

Town of Surfside  
Water Service Contract  
04/09/2007

1

1. Insofar as it may be lawful to do so in accordance with the terms and limitations of any Consumptive Use Permit issued the COUNTY by the SFWMD and subsequent to the terms herein, the COUNTY shall sell and deliver to the TOWN, and the TOWN shall purchase and receive from the COUNTY all potable water necessary to fulfill the water requirements of the TOWN during the effective period of this Contract. All water delivered by the COUNTY shall be of good and potable quality satisfactory for domestic use and shall be of similar quality as that furnished to the COUNTY's other customers. Potable water obtained by the TOWN from the COUNTY may be utilized to serve the TOWN's customers in its existing water service area or future water service area(s) that the TOWN is legally authorized to serve.

2. Notwithstanding the obligations of Paragraph 1 above, if the COUNTY should have an insufficient supply of water available to fulfill the total requirements of all customers of the COUNTY due to prohibitions, restrictions, limitations or requirements of local, state or federal governments having jurisdiction over such matters or due to any other cause beyond the COUNTY's control including but not limited to those specifically set forth in Paragraph 22 below, the COUNTY shall be deemed to have fully performed its duties and to have discharged its obligations if it furnishes and delivers the TOWN's prorata share of such supply as determined by the COUNTY. The COUNTY will not be discriminatory in its delivery of water service. The COUNTY shall give expeditious notice to the TOWN whenever the COUNTY becomes aware of conditions which could reasonably lead to an outage or shortage of such potable water supply or which may bring about such condition. Notwithstanding the preceding, the County shall not be obligated to take or omit any action to ensure current or future water supply to the TOWN.

3. The TOWN agrees to be bound by existing and future standards, laws, rules and regulations which may be enacted by the COUNTY or as may be necessary to ensure continued compliance with local, state and federal laws and regulations and permit conditions.

4. The water furnished will be delivered by the COUNTY and will be accepted and received by the TOWN at the following points of delivery:

- a. 88 Street and Byron Avenue
- b. 91 Street and Byron Avenue
- c. 95 Street and Byron Avenue

Additional points of delivery may be established at such times and places as shall be mutually agreed by the Director of the Department and the TOWN. The TOWN shall bear the entire cost and expense of establishing each such additional point of delivery,

obtaining such easements as may be needed and furnishing all necessary labor and materials required to connect with the COUNTY's main, all in accordance with plans and specifications which are subject to approval of the COUNTY. The TOWN will supply and install meter(s) and transfer ownership to the COUNTY. The TOWN shall convey to the COUNTY, by appropriate bill of sale, as shown on Exhibit "A" attached hereto, and Grants of Easements, all of the TOWN's right, title and interest in and to the tees or crosses in the feeder mains, meters, meter vaults and all piping, valves and appurtenances between and including the aforesaid tees or crosses and the valve immediately on the discharge side of the meters. The COUNTY shall thenceforth own, control, operate and maintain such facilities. Readings of each meter at all points of delivery shall be taken by the COUNTY on or about the 28<sup>th</sup> day of each month and shall be used for monthly billing purposes under the provisions of Paragraph 11 below.

5. The Parties agree and warrant that their respective water distribution and transmission system and any extensions shall be constructed, operated and maintained in accordance with the requirements of all applicable federal, state, county and other local laws, rules and regulations. The operation and maintenance of all facilities on the TOWN side of the meters shall be the responsibility of the TOWN. Upon reasonable notice that the TOWN is in violation of this Agreement, the TOWN shall provide the COUNTY with access to the TOWN's distribution and transmission system. Said inspections shall be made at reasonable times and upon reasonable notice in such manner as to least disturb the normal operation of the TOWN.

6. In order for the COUNTY to adequately plan for future water demands, within ninety days following execution of this contract and on or before each January 1 thereafter, the TOWN shall submit to the COUNTY the TOWN's projected annual water needs for the next five years. Within 120 days of the COUNTY's receipt of the TOWN's projected annual water needs for the next five years, the COUNTY will notify the TOWN of the COUNTY's ability or inability to meet such needs, which is subject to local, state and federal agencies and other regulatory bodies having jurisdiction over such matters. The TOWN agrees that the COUNTY shall not be liable or in any way responsible for any cost, claims or losses incurred by the TOWN as a result of actions by regulatory bodies.

Notwithstanding the preceding, nothing contained herein shall require the COUNTY to take or omit any action to ensure that the expected demand is satisfied. Any representation as to the County's ability to satisfy expected demands is conditional, and shall not obligate the County to deliver any specific amount of water.

7. The COUNTY shall own, operate and maintain metering stations at the points of delivery listed above which will measure all potable water delivered by the COUNTY to the TOWN. The metering stations shall be of standard make and type installed in a readily accessible location with checking or calibration devices. The installation shall indicate flow with an error not to exceed plus or minus two percent of full scale reading (true accuracy). The Department, at its sole expense, shall check the accuracy of each metering installation once every six months, or at such other time intervals as it may deem appropriate. The Department shall provide the results of the checking to the TOWN's Public Works Director no later than thirty (30) days after the meter is checked. Such checking shall be at a reasonable time, mutually agreeable to the Department and the TOWN. If found to be in error exceeding two (2) percent of true accuracy, the meter shall be recalibrated to the satisfaction of the parties. If such error of more than two(2) percent is discovered, bills for the periods following the prior meter accuracy check shall be adjusted to reflect the quantity of over-read or under-read exceeding two (2) percent. In calculating such billing adjustment it will be assumed that the meter inaccuracy existed for the entire time interval between meter accuracy tests. The billing adjustment shall be made at the same rate in effect during the period of meter inaccuracy.

8. The TOWN may request and the COUNTY agrees to perform a meter accuracy test at any reasonable time acceptable to both parties. If the meter is found to be in error exceeding two percent true accuracy, it shall be recalibrated as described above and the entire cost for such testing and recalibration shall be paid for by the COUNTY. If the meter is found performing within two (2) percent true accuracy, the meter accuracy test shall be paid for by the TOWN within thirty (30) days of receiving the COUNTY's invoice.

9. In the event of complete or partial failure of any meters to register the TOWN's water consumption, the COUNTY may determine the estimated water consumption based on the most recent twelve (12) full months of consumption measured by the meters when they were operating properly or another method mutually agreed upon by the Department and the TOWN. To the extent possible, the COUNTY shall repair all failed meters within thirty (30) days of the determination that the meter has completely or partially failed.

10. It shall be the obligation and duty of the TOWN to transmit the water at its own expense from each point of delivery to the place or places of ultimate use. The COUNTY shall not be responsible for insufficient pressure for either domestic or fire flow service, nor be required to correct any fluctuation in pressure occurring beyond any point of delivery. The existing normal level of service to the TOWN is 50-55 psig at an average

daily flow of approximately 4,000,000 gallons per day into the 30" Broad Causeway water main referenced in Paragraph 14. In the event that the pressure on the COUNTY's point of delivery drops to the low pressure telemetry alarm level setting of 40 psig, the COUNTY shall notify Surfside Police Department and the Miami-Dade County Fire Department of such low pressure alarm condition by a telephone auto-dialer (the "Auto-Dialer"). The COUNTY shall provide at least a 72 hour notice before any planned decrease in pressure which would affect the TOWN's and the Miami-Dade County Fire Department's ability to deliver services to any TOWN customer.

11. The TOWN shall pay to the COUNTY, as compensation for the treatment and transmission of all water delivered to the TOWN, a monthly charge for such service based on a uniform rate for the COUNTY's volume customers. The rate shall be calculated for each Department fiscal year based on projections from the prior Department fiscal year and based on the sum of the following:

(a) That portion of all budgeted annual operating and maintenance expenses, including taxes assessed, if any, for the COUNTY's regional water system divided by the projected total amount of flow used to bill all the COUNTY's water customers over the same time period.

(b) That portion of the budgeted annual renewal and replacement expenses for the COUNTY's regional water system divided by the total projected amount of flow used to bill all the COUNTY water customers over the same time period.

(c) That portion of the COUNTY's budgeted annual interest obligations of outstanding notes and bonds for the COUNTY's regional water system divided by the projected total amount of flow used to bill all the COUNTY water customers over the same time period.

(d) That portion of the budgeted annual charge for the amortization of the COUNTY's outstanding notes and bonds for the COUNTY's regional water system, to be consistent with the requirements under law, divided by the total projected amount of flow used to bill all the COUNTY's water customers over the same time period.

(e) That portion of the budgeted annual charge for customer counting and service, for the COUNTY's regional water system divided by the total projected of flow used to bill all the COUNTY's water customers over the same time period.

(f) That portion of projected annual administration and general expenses, for the COUNTY's regional water system, divided by the total projected amount of flow used to bill all the COUNTY's water customers over the same time period.

(g) That portion of the charge for debt service coverage requirement for bond issues for the COUNTY's regional



water system divided by the total projected amount of flow used to bill all the COUNTY's water customers over the same time period.

12. The TOWN, with the assistance of the COUNTY, shall prepare a water conservation plan for its distribution system, to the satisfaction of the COUNTY, and shall implement the tenets of such plan. This plan shall comply with applicable local, state and federal conservation rules and guidance, as appropriate. The COUNTY may impose a surcharge on the use of such amounts of water by the TOWN as could be conserved by the TOWN through the implementation of a conservation plan, provided that the surcharge is applied uniformly to all volume water customers of COUNTY. The amount of the surcharge is subject to the review and approval of the Board of County Commissioners. Water conservation is necessary to meet the public water supply demands of the COUNTY.

13. The COUNTY reserves the right to revise or modify the rate and the method of calculation included in Paragraph 11 as may be approved by the Board of County Commissioners in accordance with applicable law and the TOWN agrees to be bound thereby. The COUNTY will attempt to provide the TOWN with a preliminary rate and shall to provide such rate a minimum of six (6) weeks in advance of any rate increase effective date. The TOWN recognizes and agrees that the adopted rate may differ from the preliminary rate. The TOWN recognizes and agrees that the COUNTY intends to implement in the future such charges or rate structures, including but not limited to peak flow surcharges, as it deems necessary to fairly recover its costs for any needed infrastructure improvements. The TOWN further recognizes and agrees that the COUNTY's right to revise or modify the rate or methods of calculation under this paragraph is not limited solely to revisions or modifications allowing the COUNTY to recover costs for infrastructure improvements.

14. In addition to the monthly payment calculated in accordance with Paragraph 11 hereinabove, the TOWN shall pay to the COUNTY an asset charge representing the TOWN's proportionate share of the COUNTY's costs for the construction of water main improvements in Broad Causeway and Kane Concourse which costs are calculated as shown below:

A charge per month for interest and depreciation in an amount equal to fifteen thousand one hundred twenty-five dollars and sixty-four cents (\$15,125.64) representing seven-tenths of one percent (0.7%) of \$2,160,805 for the cost of the thirty (30) inch main in Broad Causeway; plus two thousand eight hundred dollars (\$2,800.00) representing seven-tenths of one percent (0.7%) of \$400,000 for the cost of installing the twenty-four (24) inch main in Kane Concourse. This charge shall remain in effect through December 2008.

15. For the purpose of billing the TOWN for the charges specified in Paragraph 14 hereinabove, the COUNTY will establish the TOWN's proportionate share by dividing the TOWN's metered consumption by the total water consumption of the TOWN, Indian Creek Village, Bay Harbor Islands and Bal Harbour Village.

16. The COUNTY grants the TOWN the right to audit all Department records related to the computation of the rates for each fiscal year. Upon written notice, the COUNTY shall make available for the TOWN such records at the offices of the Department on an annual basis. In the event that such audit indicates any discrepancy between the rates used by the COUNTY in computing the monthly service charges to the TOWN and the amount paid by the TOWN determined as a result of the audit, and following the COUNTY's acceptance of the audit findings, the COUNTY shall make an adjustment, for that fiscal year, in the service charges previously paid by the TOWN. The audit must be completed on or before the end of each fiscal year for which the rates apply. Adjustments shall not be made for prior fiscal years.

17. Billings for services provided in accordance with this contract shall be rendered monthly. Invoices will be mailed by the tenth day of the month following the month for which service has been provided, based on meter readings taken by Department employees on or about the 28<sup>th</sup> day of each month. Amounts billed on such invoices are due when rendered. In the event the TOWN disputes a bill, the TOWN shall provide the COUNTY with notice of the reasons for non-payment and shall escrow such portion of the bill that is disputed in an interest-bearing account. The parties shall promptly meet and use good faith efforts to resolve the dispute within forty-five(45) days of the notice. Except for any portion of a bill disputed by the TOWN, payments not received by the Department on or before twenty-five (25) days after the postmark date of the bill shall be considered past due. All past due invoices shall be subject to a late charge as established by the COUNTY, such charge to reimburse the Department for costs in processing and otherwise administering late payments. In addition, per annum interest shall accrue on the past due charges including the late charges at the maximum legal rate provided by Florida law for contracts in which no interest rate is specified, for each day, including Saturdays, Sundays and holidays, from the past due date until the date of receipt by the Department. For purposes of this paragraph, date of receipt shall be the date of actual receipt by the Department if hand delivered or mailed, or date of transfer to the Department's bank, if electronic funds transfer is used.

18. Any and all suits brought by either party shall be instituted and maintained in any court of competent jurisdiction in Miami-Dade County, Florida. In all such suits, the prevailing party shall be entitled to receive costs and reasonable attorney's fees. The amount of such costs and fees shall be determined by the court in which such actions are brought.

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19. The TOWN shall accept delivery of water transmitted at a flow rate as nearly uniform as practical throughout each daily 24-hour period during November, December, January, February, March and April of each year and at all such other times when the daily quantity delivered shall exceed the average daily quantity delivered during the preceding six (6) months set forth above. The COUNTY shall have the right to make such tests as it shall deem necessary, and at such times as it shall deem to be appropriate, to determine to what extent the maximum 60-minutes sustained demand imposed upon the facilities of the COUNTY by the requirements of the TOWN between the hours of 6:00 A.M. and 9:00 P.M. is exceeding the average daily demand for the same month. For the purpose of making each such test and of ascertaining and utilizing the result to give effect to the provisions of this Paragraph, the COUNTY shall use a recording flow meter installed at each of the points of delivery provided for in Paragraph 4 above. Such tests shall apply to each of the six (6) months set forth above and to any other month in which the average daily demand is equal to or greater than the average daily demand for the six (6) months considered collectively. Provided however, that no test allowed by this paragraph shall occur on less than three (3) business days notice to the TOWN.

20. The TOWN shall establish, impose, maintain and collect, or shall cause to be established, imposed, maintained and collected at all times throughout the effective period such rates and charges for water distributed as will enable it to pay in full all amounts to which the COUNTY shall be entitled.

21. No property taxes shall be levied or collected by the TOWN upon the properties of the Department. Additionally, the TOWN shall not impose any zoning changes upon the properties of the Department.

22. Any cessation of water services and any consequences caused by force majeure, inevitable accident or occurrence or cause beyond the reasonable control of either Party, shall not constitute a breach of this Contract and neither party shall be liable to the other or its inhabitants or customers for any damage resulting from such cessation or interruption of water service. Force majeure shall mean an act of God which includes but is not limited to sudden, unexpected or extraordinary forces of nature such as floods, washouts, storms, fires, earthquakes, landslides, hurricanes, epidemics, explosions or other forces of nature, strikes, lockouts, other industrial disturbances, wars, blockades, acts of terrorism, insurrections, riots, federal, state, county and local governmental restrictions, regulations and restraints, military action, civil disturbances, or conditions in federal, state, county and local permits.

Neither party shall be liable for its failure to carry out its obligations under the contract during a period when such party is rendered unable, in whole or in part, by force majeure or inevitable accidents or occurrences to carry out such obligations, but the obligations of the party or parties relying on such force majeure shall be suspended only during the continuance of any inability so caused and for no longer period of an unexpected or uncontrollable event, and such cause shall, so far as possible, be remedied with all reasonable dispatch. It is further agreed and stipulated that the right of any party to excuse its failure to perform by reason of force majeure shall be conditioned upon such party giving, to the other party, written notice of its assertion that a force majeure delay has commenced within ten (10) working days after such commencement, unless there exists good cause for failure to give such notice, in which event, failure to give such notice shall not prejudice any party's right to justify any non-performance as caused by force majeure unless the failure to give timely notice causes material prejudice to the other party.

23. In accordance with the provision of County Ordinance No. 89-95 as currently in effect and as may be amended or revised in the future, the TOWN shall require all new retail users, as defined in the Ordinance, to pay the COUNTY's water and sewer connection charges. The TOWN shall not render water service, sewer service or both to any new retail user until a written receipt from the Department is provided to the TOWN. Pursuant to Ordinance No. 05-167, the provision of water and/or sewer service to new retail users by the TOWN who did not pay the appropriate charges, shall render the TOWN liable to the COUNTY for the payment of such charges.

24. In consideration of good and valuable consideration received from the COUNTY and in consideration of the covenants in this Contract, the TOWN agrees to indemnify and save harmless forever, the COUNTY, its officers, agents and employees from all claims, liability, actions, loss, cost and expense, including attorney's fees, which may be sustained by the COUNTY, its officers, agents, and employees due to, caused by, or arising from the negligence of the TOWN, its officers, employees and agents in connection with the performance of this Contract. The TOWN agrees to defend against any claims brought or actions filed against the COUNTY, its officers, agents and employees in connection with the subject of the indemnities contained herein.

25. In consideration of good and valuable consideration received from the TOWN and in consideration of the covenants in This Contract, the COUNTY agrees to indemnify and save harmless forever, the TOWN, its officers, agents and employees from all claims, liability, actions, loss, cost and expense, including attorney's fees, which may be sustained by the TOWN, its officers,

agents, and employees due to, caused by, or arising from the negligence of the COUNTY, its officers, employees and agents in connection with the performance of this Contract. The COUNTY agrees to defend against any claims brought or actions filed against the TOWN, its officers, agents and employees in connection with the subject of the indemnities contained herein.

26. Notwithstanding the above, nothing shall create any liability of the COUNTY or TOWN beyond the scope of Section 768.28 Florida Statutes, as currently in effect or as lawfully amended in the future.

27. No rights pursuant to this contract shall be assignable by the TOWN unless the COUNTY agrees in writing.

28. This Contract shall be and remain in full force and effect for a period of twenty (20) years from the date of execution of this Contract providing the SFWMD extends the current Consumptive Use Permits for a twenty (20) year period. The TOWN shall comply with the terms and conditions of the Consumptive Use Permit issued by the SFWMD and any revisions or modifications to such permit. Where the Consumptive Use Permit requires reporting of various measures to the SFWMD, or requires actions be taken to the satisfaction of the SFWMD, the TOWN shall make such reports or take such actions as necessary to comply with the terms of the Permit. The County shall notify the TOWN of any such actions which are necessary and shall allow a reasonable time for compliance by the TOWN.

29. The TOWN grants to the COUNTY the right to provide reuse water for non-drinking purposes, when available, within the TOWN subject to federal, state and local laws and regulations in effect and as may be amended in the future, subject to the issuance of construction permits by the TOWN and upon the TOWN's Manager giving approval in writing which shall not be unreasonably withheld. The TOWN agrees to accept and utilize re-use water in lieu of potable water, if such water is provided by the COUNTY through a distribution system installed in the TOWN at the COUNTY's expense, to the extent the use for which the COUNTY is offering such re-use water is permitted by law.

30. All notices required pursuant to this Contract shall be properly given if mailed by United States registered or certified mail addressed to the party to which notice is to be given at the following respective addresses:

Miami-Dade County  
c/o The Director  
Miami-Dade Water and Sewer Department  
3071 SW 38 Avenue  
Miami, Florida 33144

Town of Surfside  
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TOWN OF SURFSIDE  
Mayor  
9293 Harding Avenue  
Surfside, Florida 33154

31. This contract shall be governed by and construed according to the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.

32. This Contract contains the entire Contract of the parties with respect to the subject matter and replaces and supersedes all prior contracts or understandings, oral or written, with respect to such subject matter, and such contracts or understandings are now void and no longer in effect.

33. If any Section of this Contract is found to be null and void, the other Sections shall remain in full force and effect.

(THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

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IN WITNESS WHEREOF, the parties have caused this instrument to be executed in their names and their corporate seals affixed and to all duplicates by their respective officers all as of the day and year above.



MIAMI-DADE COUNTY

By: [Signature] (SEAL)  
County Mayor

ATTEST:

TOWN OF SURFSIDE

By: [Signature]  
Town Clerk

By: [Signature] (SEAL)  
Town Manager

Approved as to form and legal  
sufficiency:

Approved as to form:

[Signature]  
Assistant County Attorney

[Signature]  
Attorney for Town of Surfside

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**Exhibit "A"**

**ABSOLUTE BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, That TOWN OF SURFSIDE, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter called GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, paid and delivered by Miami-Dade County, a political subdivision of the State of Florida, hereinafter called GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the GRANTEE, its successors and assigns, that portion of the GRANTOR's water facilities installed to provide an additional point of connection south of \_\_\_\_\_ Street and \_\_\_\_\_ Avenue in Miami-Dade County.

The GRANTOR hereby assigns and transfers to the GRANTEE all of its rights, title and interest to the following:

- a. Any and all rights, licenses and permits from the Department of the Army Corps of Engineers and State of Florida, Department of Environmental Regulation issued to the TOWN in connection with the construction of the sewage facilities.
- b. Any and all other rights, interest, easements, licenses and permits issued or granted by any other governmental authority, person, firm or corporation in connection with the sewage facilities conveyed to the GRANTEE hereunder.

TO HAVE AND TO HOLD the same unto the GRANTEE, its successors and assigns forever. GRANTOR does covenant to and with the GRANTEE, its successors and assigns, that GRANTOR is the lawful owner of the above described; that said property is free from all encumbrances; that GRANTOR has good right to sell the same aforesaid; that GRANTOR will warrant and defend the sale of the said property unto the GRANTEE, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal  
this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

ATTEST:

\_\_\_\_\_  
TOWN Clerk

\_\_\_\_\_  
TOWN OF SURFSIDE  
\_\_\_\_\_  
TOWN Manager

# CHAPTER 1: FUTURE LAND USE ELEMENT

## DATA, INVENTORY AND ANALYSIS

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### Potable Water Facilities

The Town of Surfside's potable water is provided by the Miami-Dade County Water and Sewer Department (MDWASD). The water is distributed to residents and commercial business by approximately 11 miles of cast iron pipe installed in 1938. The Town of Surfside is serviced by the Hialeah-Preston Water Treatment Plant service area which includes the northern part of Miami-Dade County. ~~The Hialeah and Preston Water Treatment Plants (WTPs) are currently being modified and will receive ground water from five Upper Floridan Aquifer wells by 2010.~~ A new upper Floridan Aquifer Reverse Osmosis (RO) water treatment plant was constructed in 2013, and is located at 4250 W. 114th Terrace in the City of Hialeah. The WTP was constructed pursuant to a Joint Participation Agreement between the City of Hialeah and the County which was approved by the Board of County Commissioners on July 24, 2007 and called for the design, construction, and operation of a water treatment plant constructed in the annexation area and supplied by the brackish Floridan aquifer to produce initially 10 mgd with the capacity to expand to 17.5 mgd. Approval from the Florida Department of Health to produce and distribute water was received in November 2013. The WTP utilizes the Floridan Aquifer as the alternative water supply using the RO treatment to remove the salt. The initial operational phase of the Plant is 7.5 mgd, increasing to 10 mgd by the end of 2015 when construction of additional wells is expected to be completed. The quantity of water available to serve MDWASD's North District, as reflected in permitted withdrawal allocations, provides more than adequate capacity.

~~The 155-137.2 gallons capita per day (gpcd) value is a MDWASD system wide finished water rate. In 2007 the actual gpcd value for the Town of Surfside was 206 gpcd. The Town of Surfside is aware of this high gpcd value, and is currently working with MDWASD to implement water efficiency plans, public education, and BMPs to reduce the Town of Surfside's gpcd value.~~ The Town adopted its most recent 20-year Water Supply Facilities Work Plan in 2008<sup>15</sup>.

The level of service will be met for Surfside in the short term and long term planning periods.

# CHAPTER 4: INFRASTRUCTURE ELEMENT

## DATA, INVENTORY AND ANALYSIS

Page 4-1

### POTABLE WATER

This section evaluates the potable water system serving the Town of Surfside. ~~Potable water facilities are defined in Rule 9J-5.003, F.A.C. as "a system of inclusive of all structures designed to collect, treat, and distribute potable water in addition to water wells, treatment plants, reservoirs and distribution mains."~~

#### ***Miami Dade County Water and Sewer Department Geographic Service Area***

The Town of Surfside's potable water is provided by a system operated by the Miami-Dade County Water and Sewer Department (MDWASD) which provides service for approximately ~~two~~ 2.6 million customers in Miami-Dade County. The MDWASD water service area illustrated in Figure ~~2-13.1~~ (Appendix ~~B4-A-Miami Dade County~~ Town of Surfside 20-Year Water Supply Facilities Work Plan) is interconnected and functions as a single service area. The Town of Surfside is serviced by the Hialeah-Preston Water Treatment Plant service area which includes the northern part of Miami-Dade County.

The water is distributed to residents and commercial business by approximately 11 miles of cast iron pipe installed in 1938. Primary mains feeding the system run under the Town's streets and vary in size from 6-inch to 16-inches in diameter, which feed three-inch and four-inch water lines located along the rear property lines.

#### ***Water Source***

~~The Hialeah-Preston Water Treatment Plant (WTP) located at 200 W. 2nd Avenue and 1100 W. 2nd Avenue; both plants are interconnected with adjacent facilities with a main source of water from the Biscayne Aquifer. The WTP's are currently being modified and will receive ground water from five Upper Floridan Aquifer wells by 2010. The wells will be located in Miami Springs Wellfield and the Northwest Wellfield according to MDWASD.~~

The source water for the Hialeah Water Treatment Plant (WTP) is from the Hialeah-Miami Springs Wellfields, supplemented by the Northwest Wellfield. There are three active wells located in the Hialeah Wellfield constructed in 1936. Each well is 14 inches in diameter, 115 feet deep and have casing depths of 80 feet. The total wellfield capacity is 12.54 mgd or 8,700 gpm (2,900 gpm for each well). The twenty active wells located in the Miami Springs Wellfield were constructed between 1924 and 1954. These wells are 14 inches and 30 inches in diameter, 80 to 90 feet deep and have casing

depths of 80 feet. The total wellfield capacity is 79.30 mgd or 55,070 gpm (ranging between or 2,500 and 5,000 gpm for each well). The Northwest Wellfield has fifteen active wells that were constructed in 1980. The wells are 40 inches and 48 inches diameter and 80 to 100 feet deep, with casing depths ranging from 46 to 57 feet. These wells have two-speed motors. The total nominal capacity of the wells at the low speed flow rate is 149.35 mgd. The capacity of each well, except well No. 10, is 10 mgd at the low speed flow rate. Well 10 have a low speed capacity of 9.35 mgd. The total nominal capacity for the wells at the high speed flow is 220.94 mgd.

The seven active wells located in the John E. Preston Wellfield were constructed in 1966 and 1972. Each well is 42 inches in diameter, 107 feet deep and have casing depths of 66. The capacity of wells No. 1 through No. 6 is 5,000 gallons per minute (gpm) each and the capacity of well No. 7 is 7,000 gpm. The total wellfield capacity is 53.28 mgd.

### ***Water Treatment Plants (WTPs)***

~~The Hialeah and Preston Plants are currently fed by forty five wells, including the Northwest Wellfield and the Hialeah/Preston on-site wells. The quantity of water available to serve MDWASD's North District, as reflected in permitted withdrawal allocations, provides more than adequate capacity.~~

~~The Hialeah WTP was originally designed in 1924 with a total capacity of 10 mgd. By 1935, the plant's capacity was 40 mgd. In 1946, capacity was increased to 60 mgd. There are plans to rerate and upgrade the Hialeah WTP to a capacity of 70 mgd, if necessary. The source of water for the Hialeah WTP comes from the Hialeah Miami Springs Wellfields, supplemented by the Northwest Wellfield. The Hialeah WTP has a current rated capacity of 60 mgd.~~

~~The John E. Preston Water Treatment Plant was originally designed as a 60 mgd plant in 1968 and upgraded to 110 mgd in 1980. The plant was rerated to a total capacity of 130 mgd in 1984.~~

~~The plant reached its present capacity of 165 mgd and 185mgd in 2005 with the addition of air stripping capacity. The main source of water for the Preston WTP is from the Northwest wellfield.~~

The Hialeah WTP was originally designed in 1924 with a total capacity of 10 mgd. By 1935, the plant's capacity totaled 40 mgd. In 1946, capacity was increased to 60 mgd. Air strippers with a capacity of 84 mgd were added to the treatment process in 1991 to remove volatile organics from the finished water. A 3.2 MG storage reservoir for both the Hialeah and John E. Preston WTPs was also added in 1991. The Hialeah WTP has a current rated capacity of 60 mgd and there are plans to rerate and upgrade the

Hialeah WTP to a capacity of 70 mgd, if necessary. The treatment process for this WTP includes lime softening with sodium silicate activated by chlorine, recarbonation, chlorination, ammoniation, fluoridation, filtration, and air stripping. The plant site is relatively small, and is surrounded by residential areas.

The John E. Preston WTP was originally designed as a 60 mgd plant in 1968 and upgraded to 110 mgd in 1980. The plant was re-rated to a total capacity of 130 mgd in 1984. The plant reached its present capacity of 165 mgd with another addition in 1988. In 1991, the plant was modified with an air stripping capacity of 185 mgd to remove VOCs. In 2005, plant process modifications to provide enhanced softening for reduction of color and total organic carbon came on line. The main source of water for the Preston WTP is from the Northwest Wellfield. The current rated capacity is 165 mgd with a treatment process similar to that of the Hialeah WTP. This includes lime softening with ferric and other coagulant and chemicals added prior to lime for enhanced softening, recarbonation, chlorination, ammoniation, fluoridation, filtration, and air stripping. The Preston plant is also located in a residential area of Hialeah.

### **Potable Water Level of Service**

~~In order to maintain level of service town wide, a water maintenance program will be implemented in 2010. Currently, construction documents are being prepared for a Town wide replacement of the water mains, meters, and fire hydrants. The program will evaluate the existing infrastructure and replace pipes in poor condition and in need repairs.~~

The Town of Surfside currently coordinates with MDWASD and the South Florida Water Management District to meet existing and projected demands based on level of service (LOS). ~~The Town's MDWASD's~~ projected water demands shown in Table 4-1 ~~below~~ were developed by ~~incorporating the County's utilizing an~~ average per capita value of ~~155~~ 137.2 ~~gpcd~~ gallons per capita per day.

**Table 4-1**  
**Water Supply Level of Service**  
**Miami-Dade Water and Sewer Department (WASD) Water Demand Projection**

<b>PROJECTED WATER SUPPLY</b>			
<b>Year</b>	<b>2010</b>	<b>2015</b>	<b>2030</b>
<b>Population</b>	5,280	5,483	5,680
<b>Proposed Per Capita (gallons per day finished water)</b>	155	155	155
<b>(all potable volumes are finished water)</b>	MGD	MGD	MGD
<b>Potable Water Demand (daily average)</b>	0.82	0.850	0.88

*Source: Calvin, Giordano & Associates, Inc., 2000.*

<u>Year</u>	<u>Population</u>	<u>Finished Water Use (gpd)</u>	<u>AADD Finished Water Use (gpd)</u>	<u>Water Conservation Credit (MGD)</u>	<u>Reuse Reclaimed Water Credit</u>	<u>Adjusted Finished Water Demand (MGD)</u>	<u>Adjusted Finished Water Use (gpd)</u>
2014	2,243,879	137.2	307.19	1.3	0.00	306.43	136.56
2015	2,266,092	137.2	310.84	2.0	0.00	308.80	136.27
2020	2,370,769	137.2	325.20	5.4	0.00	319.76	134.88
2025	2,475,446	137.2	339.56	8.8	0.00	330.72	133.60
2030	2,580,123	137.2	353.92	9.5	0.00	344.37	133.47
2031	2,601,058	137.2	356.79	9.5	0.00	347.24	133.50
2032	2,621,994	137.2	359.66	9.5	0.00	350.11	133.53
2033	2,642,929	137.2	362.53	9.5	0.00	352.98	133.56

*Source: WASD's 20 year water supply plan (2014-2033)*

~~The 155 gallons capita per day (gpcd) value is a MDWASD system wide finished water rate which was calculated from taking historical data. In 2007 the actual gpcd value for the Town of Surfside was 206 gpcd. The Town of Surfside is aware of this high gpcd value, and is currently working with MDWASD to implement water efficiency plans, public education, and BMPs to reduce the Town of Surfside's gpcd value. In addition, the planned replacement of the leaking water valves, mains, fire hydrants, meters and service laterals will reduce the total water consumption.~~

Table 5-2 Figure 4.1 in the Miami-Dade County Town of Surfside 20-Year Water Supply Facilities Work Plan indicates that there will be no deficit of finished water through 20303. Therefore, level of service will be met for Surfside and throughout the MDWASD utility service area in both the short term and long term planning periods.

The existing LOS for the Town of Surfside based on MDWASD goals for potable water is as follows:

The regional treatment system shall operate with a rated maximum daily capacity of no less than 2 percent above the maximum daily flow for the preceding year, and an average daily capacity of 2 percent above the average daily system demand for the preceding 5 years.

- A. Water shall be delivered to users at a pressure no less than 20 pounds per square inch (psi) and no greater than 100 psi.
- B. Water quality shall meet all federal, state, and county primary standards for potable water.
- C. MDWASD storage capacity for finished water shall equal no less than 15 percent of the average daily demand.
- D. The level of service (LOS) standard for potable water facilities shall be ~~455~~ 137.2 gallons per capita per day.

## ***Storage Capacity***

The finished water storage facilities for the Hialeah-Preston subarea consist of both "in-plant" and remote storage facilities. The total combined storage capacity between both plants inclusive of remote storage facilities is ~~28.28~~56.0 MG. Additional information on MDWASD's ~~capacity improvements~~finished water storage facility capacities can be found in Table 3.1 of Appendix B4-A (Miami-Dade Town of Surfside 20-Year Water Supply Facilities Work Plan).

## ***Water Supply Facilities Work Plan***

The purpose of the Town of Surfside 20-Year Water Supply Facilities Work Plan (Work Plan) is to identify and plan for the water supply sources, as well as facilities needed to serve the existing and new development within the local government's jurisdiction. Chapter 163, Part II, F.S., requires local governments to prepare and adopt Work Plans into their Comprehensive Plans within 18 months after the water management district approves a regional water supply plan. Surfside adopted their Work Plan in ~~December 2008~~June 2015. The Work Plan is developed to coordinate with MDWASD's 20-Year Water Supply Facilities Work Plan (2014-2033).

On a regional level, the Town falls within the South Florida Water Management District (SFWMD) and within the SFWMD's Lower East Coast (LEC) Planning Area. The ~~2005-2006~~2013 Lower East Coast Water Supply Plan Update (2005-20062013 LEC Plan Update), approved by the SFWMD ~~on February 15, 2007~~in September 2013, is one of ~~four~~five, long-term comprehensive regional water supply plan updates the ~~District~~ SFWMD has developed for its planning areas. The planning horizon for the ~~2005-2006~~2013 LEC Plan Update is ~~2025~~2010-2030.

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## **NATURAL GROUNDWATER AQUIFER RECHARGE**

The principal ground water resources for the Lower East Coast (LEC) Planning Area are the Surficial Aquifer System (SAS), including the Biscayne Aquifer, and the Floridan Aquifer System (FAS). The Surficial and Biscayne aquifers provide ~~most of the fresh water for more than 1 billion gallons a day for public water supply and other uses such as agriculture and landscape irrigation~~ within the LEC Planning Area. ~~The 2005-2006 LEC Plan Update identifies the following:~~

Although the Biscayne Aquifer is part of the Surficial Aquifer System (SAS), it exists only along the coastal areas in Miami-Dade, Broward and southern Palm Beach counties. The Biscayne Aquifer is highly productive with high-quality fresh water. The

extension of the SAS through central and northern Palm Beach County is less productive, but is still used for consumptive uses, including potable water. These aquifers are shallow, generally located within 200 feet of ground surface, and are connected to surface water systems, including canals, lakes and wetlands.

The Biscayne Aquifer and the extension of the SAS into northern Palm Beach County provide more than 1 billion gallons per day of high-quality, inexpensive fresh water for the populations of Palm Beach, Broward and Miami-Dade counties and the Florida Keys portion of Monroe County. In 2010, fresh groundwater accounted for 94 percent of potable water produced by public water supply utilities.

This volume is heavily supported, especially during the annual dry season, as well as in periodic droughts, by water from the regional system, primarily the Everglades. During droughts, water from Lake Okeechobee has been required to supplement water from the Everglades to meet the needs of the coastal counties. In 2008, the United States Army Corps of Engineers (USACE) implemented the "2008 Lake Okeechobee Federal Regulation Schedule," lowering the operation levels at the lake to reduce the risk of dike failure and minimize impacts to the lake's ecology. This resulted in a projected decline in the level of certainty for agricultural users to rely on the lake, and increased the expectation that the lake would exceed its minimum flow and levels criteria more frequently. In response, the South Florida Water Management District (SFWMD) adopted regulatory criteria to limit future additional withdrawals from Lake Okeechobee and connected water bodies to protect the lake and prevent further erosion to the level of certainty for existing legal users. The Okeechobee Utility Authority in the Kissimmee Basin Planning Area is the only remaining utility using water directly from Lake Okeechobee. Since the 2005-2006 LEC Plan update, Clewiston, South Bay, Belle Glade, and Pahokee have all discontinued the use of Lake Okeechobee as their supply source and now use Floridan Aquifer System water treated by reverse osmosis.

The Biscayne Aquifer is designated as a sole source aquifer by the U.S. Environmental Protection Agency (USEPA) under the *Safe Drinking Water Act* because it is a principal source of drinking water and is highly susceptible to contamination due to its high permeability and proximity to land surface in many locations. ~~Protection of the Biscayne Aquifer is provided for through the District's *Basis of Review for Water Use Permit Applications* (SFWMD 2003) and in Chapter 373, Florida Statutes (F.S.), which limit the water availability for consumptive uses.~~ As of the 2013 LEC Plan Update, SFWMD has placed limitations on additional allocations from the Biscayne Aquifer. As a result, use of alternative water sources has expanded and a Comprehensive Water Conservation Program has been adopted by SFWMD.

The Floridan Aquifer System (FAS) exists not just in the LEC Planning Area, but throughout the entire state and portions of adjacent states. The Upper Floridan Aquifer



in southeast Florida contains brackish water, and is increasingly being tapped as a source of raw water for treatment with reverse osmosis (RO) to create potable water. Brackish water from the Floridan Aquifer is also blended with fresh water prior to conventional water treatment to expand water supplies during the dry season. Additionally, the Floridan Aquifer is used for seasonal storage of treated fresh water within aquifer storage and recovery (ASR) systems. Until recent years, the Floridan Aquifer has been ~~was~~ more extensively developed in the Upper East Coast (UEC) and Lower West Coast (LWC) planning areas of the South Florida Water Management District (SFWMD or District) than in the LEC Planning Area.

From Jupiter to southern Miami, water from the FAS is highly mineralized and not suitable for drinking water without specialized treatment. More than 600 feet of low permeability sediments confine this aquifer and create artesian conditions in the LEC Planning Area. Although the potentiometric surface of the aquifer is above land surface, the low permeability units of the intermediate confining unit prevent significant upward migration of saline waters into the shallower freshwater aquifers.

The top of the Upper Floridan Aquifer is approximately 900 feet in southeast Florida, and the base of the Upper Floridan extends as deep as 1,500 feet. At the base of the Lower Floridan Aquifer, there are cavernous zones with extremely high transmissives collectively known as the boulder zone. Because of their depth and high salinity, these deeper zones of the Lower Floridan Aquifer are used primarily for disposal of treated wastewater.

The Miami-Dade Water Supply Facilities Work Plan outlines a number of Alternative Water Supply (AWS) and conservation strategies designed to protect water sources and comply with recent regulations limiting withdrawals and allocations and eliminating the use of existing ocean outfalls. ~~recharge aquifers with reclaimed water.~~

## CHAPTER 4: INFRASTRUCTURE ELEMENT

### GOALS, OBJECTIVES AND POLICIES

Page 4-8

**Objective 1 - ~~Correct deficiencies and increase~~ Ensure sufficient capacity of potable water and sanitary sewer facilities:**

In general, ~~correct potable water and sanitary sewer system deficiencies and increase~~ ensure sufficient potable water and sanitary sewer system capacity in the most

cost effective manner possible. This objective shall be made measurable by its implementing policies. ~~{9J-5.011 (3) (b) 1, 2 and 3}~~

Policy 1.1 - The Town shall continue use of Miami-Dade County Water and Sewer ~~Authority~~ Department facilities at the Central District Wastewater Treatment Plant on Virginia Key and the Hialeah/Preston Water Treatment Plant or such other Miami-Dade County facilities as may be appropriate.

Policy 1.2 - The Town shall upgrade the potable water distribution system and the sanitary sewer collection system through ongoing maintenance. ~~{9J-5.011 (3) (c) 1}~~

Policy 1.6 - The Town shall maintain a ~~the Surfside~~ 20-Year Water Supply Facilities Work Plan, ~~dated November 26, 2008,~~ and shall ensure coordination between land uses and future water supply planning within 18 months of the adoption of the Lower East Coast Water Supply Plan, or its update, as required by Chapter 163, Florida Statute.

Policy 1.7 - The Town of Surfside 20-Year Water Supply Facilities Work Plan is adopted by reference into the Comprehensive Plan. The Work Plan will be updated, ~~at a minimum every five years,~~ concurrent with the any updates of to the Miami-Dade County 20-Year Water Supply Facilities Work Plan.

**Objective 4 – Level of service:** Achieve adequate facility capacity to serve existing development and new development concurrent with the impact of that development. Achievement of this objective shall be measured by the implementation of the following policies:

Policy 4.1 – The Town will enforce the following level of service standards:

**Potable Water:** The County-wide “maximum day flow” of the preceding year shall not exceed 98 percent of the County treatment and storage system's rated capacity. The pressure shall be at least 20 pounds per square inch at the property line. The potable water consumption standard shall be ~~455~~ 137.2 average gallons per capita per day. ~~{9J-5.011 (2) (c) 2d}~~

**Objective 5 - Water conservation:** Conserve and protect potable water resources by optimizing the utilization of water resources through effective water management practices. ~~{9J-5.011 (2) (b) 4}~~

Policy 5.1 - The Town shall maintain and improve land development code and other regulations that include: 1) water conservation-based irrigation requirements; 2) water conservation-based plant species requirements derived from the South Florida Water Management District's list of native species and other appropriate sources; 3) lawn watering restrictions; 4) mandatory use of ultra-low volume water saving devices for substantial rehabilitation and new

construction; and 5) other water conservation measures, as feasible. ~~{9J-5.011 (2)(c) 3}~~

Policy 5.2 - The Town shall promote education programs for residential, commercial and other uses which will discourage waste and conserve potable water. ~~{9J-5.011 (2)(c) 3}~~

~~**9J-5.011 Objective and policy requirements not applicable to the Town of Surfside:** Rule 9J-5 of the Florida Administrative Code requires communities to adopt as part of their Infrastructure Element objectives and policies which address various issues, except where those issues are not reasonably applicable to a particular community. The following objective and policy provisions of Rule 9J-5 are deemed by the Town of Surfside to be inapplicable to Surfside:~~

~~9J5.011 (3) (b) 3 Addressing [maximizing the use of existing facilities] and minimizing urban sprawl.~~

~~9J5.011 (3) (b) 5 Addressing the function of natural groundwater recharge areas and natural drainage features.~~

## CHAPTER 6: CONSERVATION ELEMENT

### GOALS, OBJECTIVES AND POLICIES

Page 6-12

~~Policy 3.7 — The Town shall continue to decrease potable water consumption and achieve at a minimum a 5% per capita reduction in water consumption by the year 2011, from the rate of 165 gallons per capita per day documented for 2007 in the Town's 20 year Water Supply Plan.~~

## CHAPTER 8: INTERGOVERNMENTAL COORDINATION

### DATA, INVENTORY AND ANALYSIS

Page 8-2

#### Florida Departments and Agencies

~~Community Affairs, Division of Community Planning  
Department of Economic Opportunity~~

### Infrastructure

The Town of Surfside purchases its water directly from the Miami-Dade County Water and Sewer Department (WASD). The Town's Water Supply Facilities Work Plan was adopted in ~~December 2008~~ June 2015 and coordinated with the Miami-Dade County Water and Sewer Department 20-Year Water Supply Facilities Work Plan (2014-2033) and the South Florida Water Management District's 2013 Lower East Coast Water Supply Plan. Further coordination with the Florida Department of Environmental Protection (DEP) will be important to ensure stormwater quality and impacts on the Biscayne Bay.

### Florida Departments and Agencies

Agency	Subject Coordination	Nature of Relations	Existing and Anticipated Coordination Mechanisms	Effectiveness of Existing Coordination Mechanisms	Surfside Office with Primary Responsibility for Coordination
<del>Community Affairs, Division of Community Planning</del> <u>Department of Economic Opportunity</u>	Comprehensive planning	AP, TA	Oversight of Comprehensive Plan, EAR, Regulation of Land Development Code	Effective	Planning

## CHAPTER 9: CAPITAL IMPROVEMENTS ELEMENT

### DATA, INVENTORY AND ANALYSIS

### POTABLE WATER

The Town of Surfside's potable water is provided by the Miami-Dade County Water and Sewer Department (MDWASD) which provides service for approximately ~~two~~ 2.6 million customers in Miami Dade County. The Town of Surfside is serviced by the Hialeah-

Preston Water Treatment Plant service area which includes the northern part of Miami-Dade County.

The water is distributed to residents and commercial business by approximately 11 miles of cast iron pipe installed in 1938. Primary mains feeding the system run under the Town's streets and vary in size from 6 inch to 16-inches in diameter, which feed three-inch and four-inch water lines located along the rear property lines.

#### *Water Source*

~~The Hialeah and Preston Water Treatment Plants (WTPs) located at 200 W. 2nd Avenue and 1100 W. 2<sup>nd</sup> Avenue are interconnected with adjacent facilities with a main source of water from the Biscayne Aquifer. The WTPs are currently being modified and will receive groundwater from five Upper Floridan Aquifer wells by 2010. The wells will be located in Miami Springs Wellfield and the Northwest Wellfield according to MDWASD.~~

The source water for the Hialeah Water Treatment Plant (WTP) is from the Hialeah-Miami Springs Wellfields, supplemented by the Northwest Wellfield. There are three active wells located in the Hialeah Wellfield constructed in 1936. Each well is 14 inches in diameter, 115 feet deep and have casing depths of 80 feet. The total wellfield capacity is 12.54 mgd or 8,700 gpm (2,900 gpm for each well). The twenty active wells located in the Miami Springs Wellfield were constructed between 1924 and 1954. These wells are 14 inches and 30 inches in diameter, 80 to 90 feet deep and have casing depths of 80 feet. The total wellfield capacity is 79.30 mgd or 55,070 gpm (ranging between or 2,500 and 5,000 gpm for each well). The Northwest Wellfield has fifteen active wells that were constructed in 1980. The wells are 40 inches and 48 inches diameter and 80 to 100 feet deep, with casing depths ranging from 46 to 57 feet. These wells have two-speed motors. The total nominal capacity of the wells at the low speed flow rate is 149.35 mgd. The capacity of each well, except well No. 10, is 10 mgd at the low speed flow rate. Well 10 have a low speed capacity of 9.35 mgd. The total nominal capacity for the wells at the high speed flow is 220.94 mgd.

The seven active wells located in the John E. Preston Wellfield were constructed in 1966 and 1972. Each well is 42 inches in diameter, 107 feet deep and have casing depths of 66. The capacity of wells No. 1 through No. 6 is 5,000 gallons per minute (gpm) each and the capacity of well No. 7 is 7,000 gpm. The total wellfield capacity is 53.28 mgd.

### *Water Treatment Plants (WTPs)*

~~The Hialeah and Preston Plants are currently fed by forty five wells, including the Northwest Wellfield and the Hialeah/Preston on-site wells. The quantity of water available to serve MDWASD's North District, as reflected in permitted withdrawal allocations, provides more than adequate capacity.~~

~~The Hialeah WTP was originally designed in 1924 with a total capacity of 10 mgd. By 1935, the plant's capacity was 40 mgd. In 1946, capacity was increased to 60 mgd. There are plans to re-rate and upgrade the Hialeah WTP to a capacity of 70 mgd, if necessary. The source of water for the Hialeah WTP comes from the Hialeah-Miami Springs Wellfields, supplemented by the Northwest Wellfield. The Hialeah WTP has a current rated capacity of 60 mgd.~~

~~The John E. Preston Water Treatment Plant was originally designed as a 60 mgd plant in 1968 and upgraded to 110 mgd in 1980. The plant was re-rated to a total capacity of 130 mgd in 1984. The plant reached its present capacity of 165 mgd and 185 mgd in 2005 with the addition of air stripping capacity. The main source of water for the Preston WTP is from the Northwest wellfield.~~

The Hialeah WTP was originally designed in 1924 with a total capacity of 10 mgd. By 1935, the plant's capacity totaled 40 mgd. In 1946, capacity was increased to 60 mgd. Air strippers with a capacity of 84 mgd were added to the treatment process in 1991 to remove volatile organics from the finished water. A 3.2 MG storage reservoir for both the Hialeah and John E. Preston WTPs was also added in 1991. The Hialeah WTP has a current rated capacity of 60 mgd and there are plans to re-rate and upgrade the Hialeah WTP to a capacity of 70 mgd, if necessary. The treatment process for this WTP includes lime softening with sodium silicate activated by chlorine, recarbonation, chlorination, ammoniation, fluoridation, filtration, and air stripping. The plant site is relatively small, and is surrounded by residential areas.

The John E. Preston WTP was originally designed as a 60 mgd plant in 1968 and upgraded to 110 mgd in 1980. The plant was re-rated to a total capacity of 130 mgd in 1984. The plant reached its present capacity of 165 mgd with another addition in 1988. In 1991, the plant was modified with an air stripping capacity of 185 mgd to remove VOCs. In 2005, plant process modifications to provide enhanced softening for reduction of color and total organic carbon came on line. The main source of water for the Preston WTP is from the Northwest Wellfield. The current rated capacity is 165 mgd with a treatment process similar to that of the Hialeah WTP. This includes lime softening with ferric and other coagulant and chemicals added prior to lime for enhanced softening, recarbonation, chlorination, ammoniation, fluoridation, filtration, and air stripping. The Preston plant is also located in a residential area of Hialeah.

### Potable Water Level of Service

In order to maintain level of service Town-wide, a water maintenance program will be implemented in 2010. Currently, construction documents are being prepared for a Town-wide replacement of the water mains, meters, and fire hydrants. The program will evaluate the existing infrastructure and replace pipes in poor condition and in need of repairs. The project and funding source is listed in Table 9-8B of the Schedule of Capital Improvements.

The Town of Surfside currently coordinates with MDWASD and the South Florida Water Management District to meet existing and projected demands based on level of service (LOS). The Town's MDWASD's projected water demands shown in Table 9-1 below were developed by incorporating utilizing the County's average per capita value of 455137.2 gpd gallons per capita per day.

**Table 9-1**  
**Water Supply Level of Service**  
**Miami-Dade Water and Sewer Department (WASD) Water Demand Projection**

<b>PROJECTED WATER SUPPLY</b>			
<b>Year</b>	<b>2010</b>	<b>2015</b>	<b>2030</b>
<b>Population</b>	5,280	5,483	5,680
<b>Proposed Per Capita (gallons per day finished water)</b>	155	155	155
<b>(all potable volumes are finished water)</b>	MGD	MGD	MGD
<b>Potable Water Demand (daily average)</b>	0.82	0.85	0.88

Source: Calvin, Giordano & Associates, Inc., 2009.

<u>Year</u>	<u>Population</u>	<u>Finished Water Use (gpd)</u>	<u>AADD Finished Water Use (gpd)</u>	<u>Water Conservation Credit (MGD)</u>	<u>Reuse Reclaimed Water Credit</u>	<u>Adjusted Finished Water Demand (MGD)</u>	<u>Adjusted Finished Water Use (gpd)</u>
2014	2,243,879	137.2	307.19	1.3	0.00	306.43	136.56
2015	2,266,092	137.2	310.84	2.0	0.00	308.80	136.27
2020	2,370,769	137.2	325.20	5.4	0.00	319.76	134.88
2025	2,475,446	137.2	339.56	8.8	0.00	330.72	133.60
2030	2,580,123	137.2	353.92	9.5	0.00	344.37	133.47
2031	2,601,058	137.2	356.79	9.5	0.00	347.24	133.50
2032	2,621,994	137.2	359.66	9.5	0.00	350.11	133.53
2033	2,642,929	137.2	362.53	9.5	0.00	352.98	133.56

Source: WASD's 20 year water supply plan (2014-2033)

The ~~455~~137.2 gallons per capita per day (gpcd) value is a MDWASD system-wide finished water rate which was calculated ~~from taking historical data by taking a 3-year average of water demand from 2011 to 2013.~~ In 2007 the actual gpcd value for the Town of Surfside was 206 gpcd. The Town of Surfside is aware of this higher gpcd value, and is currently working with MDWASD to implement water efficiency plans, public education, and BMPs to reduce the Town of Surfside's gpcd value. In addition, the planned replacement of the leaking water valves, mains, fire hydrants, meters and service laterals will reduce the total water consumption.

~~Table 5-2~~Figure 4.1 in the Town of Surfside 20-Year Water Supply Facilities Work Plan indicates that there will be no deficit of finished water through ~~2030~~2033. Therefore, level of service will be met for Surfside in the short term and long term planning periods.

The existing LOS for the Town of Surfside based on MDWASD goals for potable water is as follows:

- A. The regional treatment system shall operate with a rated maximum daily capacity of no less than 2 percent above the maximum daily flow for the preceding year, and an average daily capacity of 2 percent above the average daily system demand for the preceding 5 years.
- B. Water shall be delivered to users at a pressure no less than 20 pounds per square inch (psi) and no greater than 100 psi.
- C. Water quality shall meet all federal, state, and county primary standards for potable water.
- D. MDWASD storage capacity for finished water shall equal no less than 15 percent of the average daily demand.
- E. The level of service (LOS) standard for potable water facilities shall be ~~455~~137.2 gallons per capita per day.

#### *Storage Capacity*

The finished water storage facilities for the Hialeah-Preston subarea consist of both "in-plant" and remote storage facilities. The total combined storage capacity between both plants inclusive of remote storage facilities is ~~28.28~~56.0 MG.



# CHAPTER 9: CAPITAL IMPROVEMENTS ELEMENT

## GOALS, OBJECTIVES AND POLICIES

Page 9-13

The Town shall incorporate by reference the potable water projects for the ~~FY10-14~~ FY12-13 period in the Miami-Dade 20-Year Water Supply Facilities Work Plan (2014-2033) ~~adopted on April 24, 2008~~ November 2014.

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**Objective 2 – In general, ~~the coordination of~~ coordinate land use decisions and available or projected fiscal resources, with a schedule of capital improvements which maintains adopted level of service standards and meets existing and future facility needs.** In particular, achieve coordinated Town use of: 1) existing and already approved development; 2) the Future Land Use Plan; 3) the financial analyses in this Element, and 4) the established Level of Service Standards in both reviewing development applications and in preparing the annual schedule of capital improvements.

Policy 2.1 – The following Level of Service (LOS) standards shall be maintained:

**Potable Water.** The County-wide “maximum day flow” of the preceding year shall not exceed 98 percent of the County treatment and storage system’s rated capacity. The pressure shall be at least 20 pounds per square inch at the property line. The potable water consumption standard shall be ~~455~~137.2 average gallons per capita per day.

Table 9-B Town Wastewater and Potable Water Projects

Project Name	Location	FY 2010	FY2011	FY2012	FY2013	FY2014	Total
Wastewater System Rehabilitation Program	Townwide	1,145,000	1,145,000	725,000	20,000	20,000	3,055,000
Water System Program	Townwide	1,428,000	285,600	285,600	285,600	285,600	2,570,400
Total Cost of Projects		2,573,000	1,430,600	1,010,600	305,600	305,600	5,625,400
Funding Sources	Water and Sewer Fund - Fund Balance	1,533,328	1,910,593	2,159,126	2,245,491	2,335,311	10,183,849
	General Fund	210,672					
	General Obligation Bond	829,000					829,000
Total Funding Available for Stormwater Pollution Control Project		2,362,328	1,910,593	2,159,126	2,245,491	2,335,311	11,012,849
Balance		0	479,993	1,148,526	1,939,891	2,029,711	5,387,449



**TOWN OF SURFSIDE  
Commission Communication**

**Agenda Item # 4B4**

**Agenda Date: April 14, 2015**

**From: Linda Miller, Town Attorney** *LM*  
**Jean K. Olin, Esq., Special Counsel**

**Subject: Ordinance Amending Town of Surfside Code Chapter 26 entitled "Elections", by Creating Section 26-13 thereof entitled "Supplemental Qualifying Period".**

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**Background:** Pursuant to the Town of Surfside's November 4, 2014 Special Election, five amendments to the Town's Charter were approved by the electorate, including provisions related to Charter section 105(8) governing "Vacancy in Candidacy": this particular Charter amendment established, in part, a "Supplemental Qualifying period" to address those instances in which Commission seats remain unfilled due to either an insufficient number of candidates having qualified for election and/or due to the death, withdrawal or removal of a qualified candidate after the original qualifying period has ended. The amended text of Charter section 105(8) expressly provided that: "The Town shall by ordinance establish the number of days (no less in number than as advised by the Miami-Dade County Elections Department) prior to the election date by which no further supplemental qualifying period shall occur." Accordingly, and as a housekeeping matter, this Ordinance has been prepared for the purpose of codifying the ending date for the Town's supplemental qualifying period.

**Analysis:** Inasmuch as the Charter amendments approved last November were premised upon the Town's stand-alone election (i.e., Countywide election issues are not on ballot), the attached Ordinance establishes the cut-off date for the Town's Supplemental Qualifying period with regard to the Town's stand-alone elections<sup>1</sup>. Since the Miami-Dade County Elections Department has advised the Town Clerk and Town Attorney that (with regard to the Town's stand-alone elections) the County requires final candidate names by no later than 30 days prior to the Town's Election for Mayor and/or Commissioner, the attached ordinance proposes that any supplemental qualifying period end no later than 35 days prior to the Town's election, thus allowing the Town Clerk time to administer the processing of qualifying petitions.

**Recommendation:** The Town Attorney recommends that the Town Commission approve the attached Ordinance amending Town Code Chapter 26 "Elections," via the creation of Code section 26-13 "Supplemental Qualifying Period".

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<sup>1</sup> For those Town elections that may be held concurrent with Countywide elections, see companion item 4B5 on tonight's Town Commission agenda, dealing with the issues of proposed changes in related qualifying dates.

**ORDINANCE NO. 15 – \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING TOWN OF SURFSIDE CODE CHAPTER 26 “ELECTIONS”, BY ADDING THERETO SECTION 26-13 ENTITLED “SUPPLEMENTAL QUALIFYING PERIOD”, FOR THE PURPOSE OF ESTABLISHING BY ORDINANCE, (PURSUANT TO TOWN CHARTER SECTION 105(8)) THAT NO FURTHER SUPPLEMENTAL QUALIFYING PERIOD SHALL BE ESTABLISHED IF A VACANCY IN CANDIDACY OCCURS WITHIN THIRTY-FIVE (35) DAYS PRIOR TO THE DATE OF AN ELECTION FOR THE OFFICE OF TOWN COMMISSIONER OR MAYOR; PROVIDING FOR SEVERABILITY, CONFLICT, INCLUSION IN TOWN CODE AND EFFECTIVE DATE.**

**WHEREAS**, on November 4, 2014, the Town’s voters approved five amendments to the Surfside Town Charter, including an amendment to Charter section 105(8) “Vacancy in Candidacy”, which established a “Supplemental Qualifying period” to address those instances in which Commission seats remain unfilled due to either an insufficient number of candidates having qualified for election and/or due to the death, withdrawal or removal of a qualified candidate after the original qualifying period has ended; and

**WHEREAS**, Charter section 105(8) expressly provided that: “The Town shall by ordinance establish the number of days (no less in number than as advised by the Miami-Dade County Elections Department) prior to the election date by which no further supplemental qualifying period shall occur”; and

**WHEREAS**, the Miami-Dade County Elections Department advised the Town Clerk and Town Attorney during last year’s Charter Review process that with regard to the Town’s stand-alone elections<sup>1</sup>, the County requires final candidate names by no later than 30 days prior to the Town’s Election for Mayor and/or Commissioner; and

**WHEREAS**, this Ordinance has thus been prepared as a housekeeping matter for the purpose of providing that the Town’s Supplemental Qualifying Period shall end no later than 35 days prior to the Town’s election, thus allowing the Town Clerk time to administer the processing of qualifying petitions.

**NOW THEREFOR BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, THAT:**

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<sup>1</sup> For those Town elections that may be held concurrent with Countywide elections, see companion item 4B5 on tonight’s Town Commission agenda, dealing with the issues of proposed changes in related qualifying dates.

**Section 1. Recitals.** The above-referenced recitals are confirmed, adopted, and incorporated herein by reference.

**Section 2. Code Amendment.** That the Code of Ordinances of the Town of Surfside, Florida, Chapter 26 thereof entitled "Elections" is hereby amended by adding thereto the following Section 26-13 entitled "Supplemental Qualifying Period", reading as follows:

**Section 26-13. Supplemental Qualifying Period.**

Pursuant to provisions of Town Charter section 105(8), a supplemental qualifying period shall commence for five (5) business days beginning on the first business day immediately following a vacancy in candidacy for Town elected office. No further supplemental qualifying period shall thereafter be established if a vacancy in candidacy occurs within thirty-five (35) days prior to the date of the election for the office of Town Commissioner or Mayor.

**Section 3. Notification to Miami-Dade County.** The Town Clerk is directed, upon adoption of this Ordinance on second and final reading, to notify the Miami-Dade County Elections Department of the subject Code amendment, and transmit official copies of this Ordinance to the Miami-Dade County Manager and Miami-Dade County Elections Supervisor.

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

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

**Section 6. Inclusion in the Code of Ordinances.** It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances as set forth in Section 2 above, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word "ordinance" may be changed to "Section" or other appropriate word.

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

**PASSED and ADOPTED** on first reading this \_\_\_\_ day of \_\_\_\_\_, 2015.

**PASSED and ADOPTED** on second reading this \_\_\_\_ day of \_\_\_\_\_, 2015

---

Daniel Dietch, Mayor

**ATTEST:**

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

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

*Linda Miller*

\_\_\_\_\_  
Linda Miller, Town Attorney

On Final Reading Moved by: \_\_\_\_\_

On Final Reading Seconded by: \_\_\_\_\_

**VOTE ON ADOPTION:**

Commissioner Barry R. Cohen	yes	_____	no	_____
Commissioner Michael Karukin	yes	_____	no	_____
Commissioner Marta Olchyk	yes	_____	no	_____
Vice Mayor Eli Tourgeman	yes	_____	no	_____
Mayor Daniel Dietch	yes	_____	no	_____





**TOWN OF SURFSIDE  
Commission Communication**

**Agenda Item: # 4B5**

**Agenda Date: April 14, 2015**

**From: Guillermo Olmedillo, Town Manager**

**Subject: An Ordinance of the Town Commission of the Town of Surfside, Florida amending pursuant to Florida Statute sections 100.3605(2) and 166.021(4), Section 101 of the Town of Surfside Charter regarding “Qualifying for Elected Office” with limited applicability to establishment of qualifying dates for the Town’s March 15, 2016 General Election, and establishing end date for supplemental qualifying period for said March 15, 2016 Election; providing for severability, conflict, inclusion in Town Charter/Code, notification to County and effective date.**

---

**Background:** The Miami-Dade County Elections Department (“DOE”) has notified the Town that due to recent Legislative changes rescheduling the State’s 2016 Presidential Preference Primary Election to March 15, 2016, the Town will need to consider either changing the date of its March 15, 2016 General Election or retaining said date and changing the Town’s qualifying dates, all in order to accommodate the DOE’s December 22, 2015 deadline date by which the Town must provide DOE with candidate names. (See attached correspondence from DOE to Town.) In this regard, DOE has also provided the Town with alternative election dates, for consideration by the Town Commission.

Town Attorney Linda Miller and Special Legal Counsel Jean Olin have further prepared a Memo in response to specific questions pertaining to this issue, and have prepared an outline of DOE’s suggested alternative election dates along with related proposed qualifying dates to assist in the Commission’s evaluation of this matter (said Memo also attached).

**Analysis:** As will be fully explained during Commission consideration of this agenda item, I recommend that the Town Commission retain the March 15, 2016 General Election date, which in turn will require the Town to change the qualifying dates for such Election due to the fact that Charter section 101’s qualifying period (i.e., 45-65 days prior to Election) cannot be met in light of DOE’s above-referenced December 22, 2015 qualifying deadline. In this regard, the Town Attorney has advised me that Charter-established qualifying dates (as well as election dates and language regarding change in terms necessitated by such changes in election dates) may be accomplished via ordinance, and has prepared the attached Ordinance amending Charter section 101’s qualifying dates for the Town’s March 15 2016 General Election, reflecting a qualifying period commencing on November 17, 2015 and ending on December 7, 2015 (see

Ordinance for full detail<sup>1</sup>). Should the Commission adopt the attached Ordinance, I suggest that after the March 15, 2016 election has occurred, the Town Commission review the issue of whether to change the Town's General election date permanently to coincide with Countywide elections or to retain stand-alone elections, at which time the Mayor and Commissioners will have the benefit of hindsight in evaluating the advantages/disadvantages associated with having the Town's General Election on a Countywide ballot.

**Recommendation:** I recommend that the Town Commission approve the attached Ordinance amending section 101 of the Town Charter with limited applicability to establishment of qualifying dates for the Town's March 15, 2016 General Election, and establishing end date for supplemental qualifying period for said March 15, 2016 Election.

---

<sup>1</sup> The proposed Ordinance establishes further detail, including end date for any supplemental qualifying period related to the Town's March 15, 2016 General Election.



Sandra Novoa

**From:** Lopez, Carolina D. (Elections) <LOPEZC@miamidade.gov>  
**Sent:** Thursday, March 19, 2015 5:52 PM  
**To:** Annery Gonzalez; Al Davis; Barbara Herrera; Billy Y. Urquia; Carmen J. Garcia, CMC; Carolina Montealegre; Conchita H. Alvarez, CMC; Debra E. Eastman, MMC; Dwight S. Danie, MSL; Elizabeth Sewell, CMC; Ellisa L. Horvath, MMC; Erika Gonzalez-Santamaria; Guido H. Inguanzo, CMC; Herlina Taboada; Jane A. Hines; Jennifer A. Evelyn; Joanna Flores, CMC; Lissette Perez; Marbelys Fatjo, Esq.; Maria C. Camara; Maria L. Joffee; Maria M. Menendez, CMC, FCRM; Marie O. "Val" Schmidt, CMC; Marilane R. Lima; Maritza Fernandez; Marjorie Tejeda-Castillo, CMC; Marlene Marante; Meighan J. Alexander, CMC; Michael A. Etienne, Esq.; Pamela L. Latimore, CMC; Rafael E. Granado; Ronetta Taylor, MMC; Sandra Novoa; Stephanie Thomas; Suzanne S. Hitaffer, CMC; Teresa M. Soroka, MMC; Thelisa Louis; Todd B. Hannon; Walter J. Foeman; Yvonne P. Hamilton Suarez, Vivian (Elections); Reyes, Zeida (Elections); Innocent, Vanessa (Elections)  
**Cc:**  
**Subject:** FW: Presidential Preference Primary Date  
**Attachments:** Ballot Issues Deadlines - 2016 Elections.pdf

FYI, the 2016 Presidential Preference Primary will now be held on 03/15/16 (two weeks later). In light of the date change, the updated Ballot Issues Deadlines for the 2016 Election Cycle is attached. Thank you

Regards,  
**Carolina D. Lopez**  
**Deputy Supervisor of Elections**  
**Government Affairs Division**  
**Miami-Dade County Elections Department**  
 2700 NW 87<sup>th</sup> Avenue  
 Miami, Florida 33172  
 305-499-8409 Office  
 305-495-7557 Mobile  
<http://www.miamidade.gov/elections>  
*"Delivering Excellence Every Day"*

**From:** Holland, Gary J. [mailto:Gary.Holland@DOS.MyFlorida.com]  
**Sent:** Thursday, March 19, 2015 5:49 PM  
**To:** SOEContacts  
**Subject:** Presidential Preference Primary Date

Dear Supervisors and staff:

Governor Scott has signed into law [HB 7035](#), which provides that the Florida Presidential Preference Primary (PPP) is to be held on the third Tuesday in March of the presidential election year. So, the PPP will be held on March 15, 2016.

We will revise the "Dates to Remember" publication accordingly in the near future

Regards,

*Gary J. Holland*  
 Assistant Director, Division of Elections  
 Florida Department of State  
 R.A. Gray Building, 500 S. Bronough Street

Tallahassee, FL 32399-0250

Phone: 850-245-6200

Fax: 850-245-6217

*Florida has a very broad public records law. Written communications to or from state officials regarding state business constitute public records and are available to the public and media upon request unless the information is subject to a specific statutory exemption. Therefore, this email and any that you sent that generated this response may be subject to public disclosure.*

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## 2016 BALLOT ISSUES DEADLINES

Should a municipality have a scheduled election or wish to conduct a special election along with the countywide 2016 Presidential Preference Primary, Primary and General Elections, the deadlines listed below must be followed, in order to allow sufficient time for ballot preparation and to meet State-mandated deadlines to mail absentee ballots to overseas voters.

Note that per F.S. 100.151, "...the governing authority of a municipality shall not call any special election until notice is given to the supervisor of elections and his (her) consent obtained as to a date..." Once approval is obtained from the supervisor of elections, the resolution and/or ordinance to call a special election must be passed to meet the deadlines listed below.

<b>2016 SCHEDULED COUNTYWIDE ELECTIONS</b>	<b>DEADLINE FOR CANDIDATE QUALIFYING TO END</b>	<b>DEADLINE TO SUBMIT RESOLUTION AND/OR ORDINANCE TO THE SUPERVISOR OF ELECTIONS FOR CHARTER AMENDMENTS OR ANY OTHER QUESTIONS</b>
<b>PRESIDENTIAL PREFERENCE PRIMARY ELECTION March 15, 2016</b>	<b>No later than Tuesday, December 22, 2015</b>	<b>No later than Tuesday, December 22, 2015</b>
<b>PRIMARY ELECTION August 30, 2016</b>	<b>No later than Friday, June 24, 2016 (Same as Federal, State, and County offices)</b>	<b>No later than Friday, June 10, 2016</b>
<b>GENERAL ELECTION November 8, 2016</b>	<b>No later than Friday, September 2, 2016</b>	<b>No later than Tuesday, August 9, 2016</b>

Should you have any questions or need additional information, please contact Zeida Reyes, Elections Coordination Manager, at 305-499-8405 or e-mail at [zeidar@miamidade.gov](mailto:zeidar@miamidade.gov).

CL: 03/19/15



Town Clerk  
*MDCMCA Immediate Past President*

Town of Surfside  
9293 Harding Avenue  
Surfside, Florida 33154  
Phone (305) 861-4863 Ext. 226  
Fax (305) 861-1302  
[snovoa@townofsurfsidefl.gov](mailto:snovoa@townofsurfsidefl.gov)



**From:** Lopez, Carolina D. (Elections) [<mailto:LOPEZC@miamidade.gov>]  
**Sent:** Tuesday, March 24, 2015 1:12 PM  
**To:** Sandra Novoa  
**Cc:** Townsley, Penelope (Elections); White, Christina (Elections); Suarez, Vivian (Elections); Reyes, Zeida (Elections)  
**Subject:** RE: Town of Surfside Charter Sec. 105

Good afternoon Sandra,

As a follow-up to our telephone conversation on Friday, I wanted to touch base regarding the upcoming March 15, 2016 Surfside General Municipal Election.

As you already know, Governor Scott signed into law HB 7035 last week, which provides that the Florida Presidential Preference Primary Election (PPP) is to be held on the third Tuesday in March of the presidential election year. To that end, the statewide Presidential Preference Primary next year will now be held on March 15, 2016.

In light of this change, a revised 2016 Ballot Issues Deadlines was circulated to city clerks last week included information on when ballot content for the three countywide elections in 2016 were due to our office (email attached herewith). Specific to the 2016 PPP, the State deadline to certify the names of presidential candidates to the Supervisors of Elections is December 22, 2015. Municipalities wishing to add ballot content to this election have the same deadline. Adherence to these deadlines are imperative to the Department's ability to fulfill statutory requirements.

The Town of Surfside may preserve the current municipal election date so long as the final ballot content is received by the aforementioned deadline. Given our timeline, please let us know if you can accommodate our deadlines, otherwise the election would not be available to the municipality as currently scheduled. Alternatively, the following dates are

currently available pursuant to [F.S. 101.75](#):

- Tuesday, February 16, 2016
- Tuesday, April 5, 2016
- Tuesday, April 12, 2016

While this change is beyond our control, we look forward to working with you to ensure a successful municipal election in 2016.

Regards,

**Carolina D. Lopez**  
**Deputy Supervisor of Elections**  
**Government Affairs Division**  
**Miami-Dade County Elections Department**

2700 NW 87<sup>th</sup> Avenue  
Miami, Florida 33172  
305-499-8409 Office  
305-495-7557 Mobile  
<http://www.miamidade.gov/elections>  
*"Delivering Excellence Every Day"*

**From:** Sandra Novoa [<mailto:snovoa@townofsurfsidefl.gov>]

**Sent:** Friday, March 20, 2015 9:58 AM

**To:** Lopez, Carolina D. (Elections); Reyes, Zeida (Elections)

**Subject:** Town of Surfside Charter Sec. 105

Good morning Carolina and Zeida,

Attached please find the section of the Town Charter that the Town Attorney will be speaking about.

Thank you,



**Sandra Novoa, CMC**

Town Clerk

*MDCMCA Immediate Past President*

Town of Surfside  
9293 Harding Avenue  
Surfside, Florida 33154  
Phone (305) 861-4863 Ext. 226  
Fax (305) 861-1302

[snovoa@townofsouthsidefl.gov](mailto:snovoa@townofsouthsidefl.gov)



NOTE: Florida Public Records Law provides that most written communications to or from Municipal employees regarding town business are public records, available to the public and media upon request. Therefore, this e-mail message may be subject to public disclosure.

**From:** "Lopez, Carolina D. (Elections)"

<LOPEZC@miamidade.gov>

**Subject: FW: Presidential Preference Primary Date**

**Date:** March 19, 2015 5:53:34 PM EDT

**To:** Annery Gonzalez <cwmanneryg@bellsouth.net>, Al Davis <estepb@miamishoresvillage.com>, Barbara Herrera <Barbara.Herrera@cityofdoral.com>, "Billy Y. Urquia" <burquia@coralgables.com>, "Carmen J. Garcia, CMC" <cgarcia@cityofsweetwater.fl.gov>, Carolina Montealegre <cmontealegre@villageofelportal.org>, "Conchita H. Alvarez, CMC" <calvarez@keybiscayne.fl.gov>, "Debra E. Eastman, MMC" <deastman@cutlerbay-fl.gov>, "Dwight S. Danie, MSL" <ddanie@ci.miami.fl.us>, "Elizabeth Sewell, CMC" <esewell@cityofhomestead.com>, "Ellisa L. Horvath, MMC" <clerk@balharbour.org>, Erika Gonzalez-Santamaria <gonzaleze@miamisprings-fl.gov>, "Guido H. Inguanzo, CMC" <inguanzo@pinecrest-fl.gov>, Herlina Taboada <ltaboada@townofmedley.com>, "Jane A. Hines" <jhines@sibfl.net>, "Jennifer A. Evelyn" <flacityclerk@aol.com>, "Joanna Flores, CMC" <jflores@Opalockafl.gov>, Lissette Perez <lperez@goldenbeach.us>, "Marbelys Fatjo, Esq." <mrubio@hialeahfl.gov>, "Maria C. Camara" <villageclerk@biscayneparkfl.gov>, "Maria L. Joffee" <mjoffee@cityofhialeahgardens.com>, "Maria M. Menendez, CMC",



FCRM" <MMenendez@southmiamifl.gov>, "Marie O. \"Val\" Schmidt, CMC" <mschmidt@cityofsweetwater.fl.gov>, "Marilane R. Lima" <mlima@icvps.org>, Maritza Fernandez <vgclerk@aol.com>, "Marjorie Tejeda-Castillo, CMC" <tejedam@miamilakes-fl.gov>, Marlene Marante <mmarante@bayharborislands.net>, "Meighan J. Alexander, CMC" <malexander@palmettobay-fl.gov>, "Michael A. Etienne, Esq." <metienne@northmiamifl.gov>, "Pamela L. Latimore, CMC" <Pamela.Latimore@citynmb.com>, "Rafael E. Granado" <RafaelGranado@miamibeachfl.gov>, "Ronetta Taylor, MMC" <rtaylor@miamigardens-fl.gov>, Sandra Novoa <snovoa@townofsufsidefl.gov>, Stephanie Thomas <sthomas@northmiamifl.gov>, "Suzanne S. Hitaffer, CMC" <hitaffers@miamisprings-fl.gov>, "Teresa M. Soroka, MMC" <tsoroka@cityofaventura.com>, Thelisca Louis <lthelisca@northmiamifl.gov>, "Todd B. Hannon" <thannon@miamigov.com>, "Walter J. Foeman" <wfoeman@coralgables.com>, "Yvonne P. Hamilton" <yvonne.hamilton@nbvillage.com>  
**Cc:** "Suarez, Vivian (Elections)" <VIVIAN@miamidade.gov>, "Reyes, Zeida (Elections)" <zeidar@miamidade.gov>, "Innocent, Vanessa (Elections)" <INNOCEN@miamidade.gov>

FYI, the 2016 Presidential Preference Primary will now be held on 03/15/16 (two weeks later). In light of the date change, the updated Ballot Issues Deadlines for the 2016 Election Cycle is attached. Thank you

Regards,  
**Carolina D. Lopez**  
**Deputy Supervisor of Elections**  
**Government Affairs Division**  
**Miami-Dade County Elections Department**  
2700 NW 87<sup>th</sup> Avenue  
Miami, Florida 33172  
305-499-8409 Office  
305-495-7557 Mobile  
<http://www.miamidade.gov/elections>  
*"Delivering Excellence Every Day"*

**From:** Holland, Gary J. [mailto:Gary.Holland@DOS.MyFlorida.com]  
**Sent:** Thursday, March 19, 2015 5:49 PM  
**To:** SOEContacts

**Subject:** Presidential Preference Primary Date

Dear Supervisors and staff:

Governor Scott has signed into law [HB 7035](#), which provides that the Florida Presidential Preference Primary (PPP) is to be held on the third Tuesday in March of the presidential election year. So, the PPP will be held on March 15, 2016.

We will revise the "Dates to Remember" publication accordingly in the near future.

*Regards,*

*Gary J. Holland*  
*Assistant Director, Division of Elections*  
*Florida Department of State*  
*R.A. Gray Building, 500 S. Bronough Street*  
*Tallahassee, FL 32399-0250*  
**Phone: 850-245-6200**  
**Fax: 850-245-6217**

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## MEMO

**To: Mayor Daniel Dietch and Town Commissioners**  
**Town Manager Guillermo Olmedillo**  
**Town Clerk Sandra Novoa**  
**From: Linda Miller, Town Attorney**  
**Special Counsel Jean K. Olin, Esq.**  
**Date: April 14, 2015**

### **Re: Proposed Changes to Town's Election/Qualifying Dates.**

The following responses relate to questions recently posed to the Town Attorney regarding the matter of proposed changes to the Town's election date, qualifying dates and related holdover of elected officials' terms of office, said matters to be discussed more fully at the Town Commission's April 14, 2015 Commission meeting<sup>1</sup>:

#### **1. Must we follow Miami-Dade's deadline of Dec 22, 2015 for the March 2016 Ballot?**

The County's December 22, 2015 deadline date by which the Town must provide candidate names to the County's Department of Elections is premised upon Florida Statute section 103.101 (3): "...The Department of State shall, no later than the third Tuesday after the first Monday in December of the year preceding the presidential preference primary, certify to each supervisor of elections the name of each candidate for political party nomination to be printed on the ballot." The County Supervisor of Elections has duty to print ballots and discretion with regard to the proper conduct related to printing of the ballots--absent a showing that the County DOE has abused its discretion, the County's decision of related deadlines will control.

#### **2. If the Town moved the election to February 2016, what would be the qualifying date?**

Under existing Charter section 101, the qualifying date would be as follows:

- For DOE's proposed February 16, 2016 election: December 13, 2015 to January 2 2016<sup>2</sup>.

#### **3. If the Town moved the election to April 2016, what would be the qualifying dates? Also, how does this affect "holdover" terms for current Elected Officials?**

Under existing Charter section 101, the qualifying dates would be as follows:

- For DOE's proposed April 5, 2016 election: January 31, 2016 to February 20, 2016.
- For DOE's proposed April 12, 2016 election: February 7, 2016 to February 27, 2016.

The above qualifying dates, as well as holdover of terms necessitated by change of the Town's election date, would be addressed in a Town ordinance changing the election date.

#### **4. Would it be possible to move the election to November 2016? If the Town moved the election to November 2016, what would be the qualifying dates? Also, how does this affect "holdover" terms for current Elected Officials?**

Subject to County DOE's approval (required by State statute), it would be possible to move the Town's election to November 2016, which change would be accomplished by ordinance.

##### Note:

--A November 2016 election date would not be stand-alone because November 8, 2016 is date on which County conducts its General Election involving Federal, State and County matters (i.e., US Presidential election, plus there are also presently 16 other municipalities in Miami-Dade County that have local elections scheduled for that date).

--The DOE has established a September 2, 2016 deadline date for candidate qualifying for the November 8, 2016 Election, therefore were the Town's election be moved to November 8, 2016, the Town would need to establish its qualifying period to end no later than September 2, 2016.

<sup>1</sup> See attached outline reflecting detail pertaining to proposed agenda item discussions.

<sup>2</sup> Not including ending period for supplemental qualifying, to be addressed in Ordinance amending Town Code Chapter 26. See agenda item 4B4, Town Commission's April 14, 2015 Commission agenda.

<b>ELECTION DATES</b>	<b>QUALIFYING DATES</b>	<b>ELECTION RESULTS</b>
<b>Feb. 16, 2016:</b> STAND-ALONE DOE alternative date.	➤ December 13, 2015 through January 2, 2016 <sup>3</sup>	Nonfinal results available on Election night; Final results available on Friday following Election.
<b>April 5, 2016:</b> STAND-ALONE DOE alternative date.	➤ January 31, 2016 through February 20, 2016	“ “
<b>April 12, 2016:</b> STAND-ALONE DOE alternative date.	➤ February 7, 2016 through February 27, 2016	“ “
<b>March 15 2016<sup>4</sup>:</b> NOT STAND-ALONE Presidential Preference Primary Election--Federal, State and County.	(Per DOE no later than December 22, 2015):  ➤ November 17, 2015 through December 7, 2015 <sup>5</sup>	Nonfinal results available on Election night; Final results available 10 days following Election day.
<b>August 30, 2016:</b> NOT STAND-ALONE Primary Election--Same as Federal, State and County.	(Per DOE no later than June 24, 2016):  ➤ May 20, 2016 through June 9, 2016	Nonfinal results available on Election night; Final results available 7 days following Election day.
<b>November 8, 2016:</b> NOT STAND-ALONE General Election--Federal, State and County.	(Per DOE no later than September 2 2016):  ➤ July 29, 2016 through August 18, 2016	Nonfinal results available on Election night; Final results available 10 days following Election day.

<sup>3</sup> The qualifying dates (excluding supplemental qualifying) for proposed stand-alone elections are consistent with qualifying dates established in Town Charter section 101 (i.e., 45-65 days prior to Election).

<sup>4</sup> The proposed qualifying dates for non stand-alone Town elections have been calculated using Charter's qualifying periods by way of analogy.

<sup>5</sup> Other relevant dates are set forth specifically within the related proposed Ordinance. See agenda item 4B5, Town Commission's April 14, 2015 Commission agenda.



miamidade.gov

## Elections

2700 NW 87th Avenue  
Miami, Florida 33172  
T 305-499-8683 F 305-499-8547  
TTY 305-499-8480

April 6, 2015

Sandra Novoa, CMC  
Town Clerk  
Town of Surfside  
9293 Harding Avenue  
Surfside, Florida 33154

Dear Ms. Novoa:

Please accept this letter as a follow-up to recent communications held with staff regarding the March 15, 2016 Surfside General Municipal Election.

As you are aware, Governor Scott signed HB 7035 into law on March 19, 2015. This legislation provides that the Florida Presidential Preference Primary Election (PPP) is to be held on the third Tuesday in March of the presidential election year. To that end, the statewide PPP next year will be held on March 15, 2016, which coincides with the Town of Surfside's General Municipal Election.

In light of this change, a revised 2016 Ballot Issues Deadlines was provided to city clerks on March 19, 2015 that outlined when ballot content is due to our office for the three countywide elections in 2016. Specific to the 2016 PPP, the State deadline to certify the names of presidential candidates to the Supervisors of Elections is December 22, 2015. Municipalities wishing to add ballot content to this election are afforded the same deadline. Adherence to these deadlines is imperative to the Department's ability to fulfill statutory requirements and conduct a successful countywide election.

The Town of Surfside may preserve the current municipal election date so long as the final ballot content is received by the aforementioned deadline. Please let us know if you can accommodate our deadlines. Otherwise, the March 15, 2016 election date will be unavailable for the Town of Surfside's General Municipal Election. Pursuant to Section 101.75, Florida Statutes, the municipality was also provided with the following alternate election dates: Tuesday, February 16, 2016, Tuesday, April 5, 2016, and Tuesday, April 12, 2016.

To assist the Town of Surfside, enclosed is a summary of key deadlines associated with these alternate municipal dates and the three countywide elections in 2016 as requested by Jean Olin, Special Counsel to the Town of Surfside.

While this new development is beyond the control of the Elections Department, I look forward to working with the Town of Surfside to ensure a successful municipal election in 2016. In the meantime, if you have any questions, please contact me or Carolina Lopez, Deputy Supervisor of Elections over Government Affairs, at 305-499-8409.

Regards,

A handwritten signature in blue ink, appearing to read "Penelope Townsley".

Penelope Townsley  
Supervisor of Elections

Enclosure

cc : Linda Miller, Town Attorney  
Jean Olin, Special Counsel

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**MIAMI-DADE COUNTY ELECTIONS DEPARTMENT**  
**SUMMARY OF PERTINENT DEADLINES FOR 2016 ELECTIONS**

<b>Election Type</b>	<b>Election Date</b>	<b>Municipal Deadline to provide Elections with Final Candidates*</b>	<b>Municipal Deadline to provide Elections with Final Ballot Questions*</b>	<b>Unofficial Results Due**</b>	<b>Official Results Due**</b>
Municipal Election	Tuesday, February 16, 2016	Monday, January 04, 2016	Friday, December 18, 2015	Tuesday, February 16, 2016 (end of canvassing)	Friday, February 19, 2016 (end of canvassing)
Municipal Election	Tuesday, April 5, 2016	Monday, February 22, 2016	Friday, February 05, 2016	Tuesday, April 05, 2016 (end of canvassing)	Friday, April 08, 2016 (end of canvassing)
Municipal Election	Tuesday, April 12, 2016	Monday, February 29, 2016	Friday, February 12, 2016	Tuesday, April 12, 2016 (end of canvassing)	Friday, April 15, 2016 (end of canvassing)
Presidential Preference Primary Election	Tuesday, March 15, 2016	Tuesday, December 22, 2015	Tuesday, December 22, 2015	Saturday, March 19, 2016 (noon)	Sunday, March 27, 2016 (noon)
Primary Election	Tuesday, August 30, 2016	Friday, June 24, 2016	Friday, June 10, 2016	Friday, September 02, 2016 (noon)	Tuesday, September 06, 2016 (5:00 pm)
General Election	Tuesday, November 08, 2016	Friday, September 02, 2016	Tuesday, August 09, 2016	Saturday, November 12, 2016 (noon)	Sunday, November 20, 2016 (noon)

\* The Town of Surfside's Charter provides that candidate qualifying will end by the 43rd day before the election. In addition, the deadline to place a question on the ballot is 60 days before the election to ensure that the text is translated promptly and provided to the municipality for adhering legal advertisements as required by law.

\*\* Results for countywide elections are dictated by Florida Statutes:

F.S. 102.141(5) states that "The canvassing board shall submit ... unofficial returns to the Department of State for each federal, statewide, state, or multicounty office or ballot measure no later than noon on the third day after any primary election and no later than noon on the fourth day after any general or other election ..." In addition, F.S. 102.112(2) states that "Returns must be filed by 5 p.m. on the 7th day following a primary election and by noon on the 12th day following the general election ..."

**ORDINANCE NO. 15 – \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING PURSUANT TO FLORIDA STATUTE SECTIONS 100.3605(2) AND 166.021(4), SECTION 101 OF THE TOWN OF SURFSIDE CHARTER REGARDING “QUALIFYING FOR ELECTED OFFICE” WITH LIMITED APPLICABILITY TO ESTABLISHMENT OF QUALIFYING DATES FOR THE TOWN’S MARCH 15, 2016 GENERAL ELECTION, AND ESTABLISHING END DATE FOR SUPPLEMENTAL QUALIFYING PERIOD FOR SAID MARCH 15, 2016 ELECTION; PROVIDING FOR SEVERABILITY, CONFLICT, INCLUSION IN TOWN CHARTER/CODE, NOTIFICATION TO COUNTY AND EFFECTIVE DATE.**

**WHEREAS**, Section 105(1) of the Town of Surfside Charter provides that the Town’s General Election for election of the Mayor and Town Commissioners shall be held “on the third Tuesday in March in every even numbered calendar year”, with the next General Election thus scheduled for March 15, 2016, and with related qualifying periods set forth in Charter section 101<sup>1</sup>; and

**WHEREAS**, pursuant to the attached correspondence from the Miami-Dade County Elections Department (“DOE”), the Town must consider changing its General Election date and/or related qualifying dates due to the Legislature’s recent change of date for Presidential Preference Primary Election which is now to be held on the third Tuesday in March of each presidential election year, such that the statewide Presidential Preference Primary next year will now be held on the same March 15, 2016 date as the Town’s General Election; and

**WHEREAS**, in light of this change, should the Town intend to retain its March 15, 2016 General Election date, the qualifying periods set forth in Town Charter must be changed in order to accommodate the DOE’s December 22, 2015 deadline date by which names of candidates for the Town’s General Election must be provided to County DOE; and

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<sup>1</sup> Section 101 of the Town Charter provides, in relevant part, that: “Any citizen who has the qualifications for the office of mayor or commissioner of the town, as provided in section 6 of this Charter, may nominate himself or herself or may seek to qualify for office by paying twenty five dollars as a qualifying fee simultaneously with the filing of all qualifying documents including a petition for this purpose signed by not less than twenty-five qualified electors with the Town Clerk not more than sixty-five days and not less than forty-five days prior to the election date,.... Upon the Clerk’s receipt of the Miami Dade County Elections Department’s certificate as to the petition’s sufficiency, the Town Clerk shall then promptly forward the certificate on to the candidate, along with the petition if it has been found to be insufficient. Such a petition may be amended and filed again as a new petition, or a different petition may be filed for the same candidate, not less than forty days before the election. ...” (Emphasis added). See, also related Charter section 105(8) providing that: “...The Town shall by ordinance establish the number of days (no less in number than as advised by the Miami-Dade County Elections Department) prior to the election date by which no further supplemental qualifying period shall occur”.

**WHEREAS**, pursuant to Florida Statute sections 100.3605(2) and 166.021(4), municipalities in the State of Florida are permitted to change by ordinance Charter provisions regarding “the selection of election dates and qualifying periods for candidates and for changes in terms of office necessitated by such changes in election dates”; and

**WHEREAS**, the Town Manager, having conferred with the Town Attorney and Special Legal Counsel, Town Clerk and DOE, has determined that it is in the Town’s best fiscal interest to retain its March 15, 2016 General Election date and that the related qualifying dates for such Election be changed as specifically set forth below, with the issue of changing post-March 2016 Town of Surfside General election/qualifying dates to be reconsidered by the Town Commission after said Election in order to afford it opportunity to evaluate the advantages/disadvantages associated with Town General Election placement on a Countywide ballot.

**NOW THEREFOR BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, THAT:**

**Section 1. Recitals.** The above-referenced recitals are confirmed, adopted, and incorporated herein by reference.

**Section 2. Change in Qualifying Dates.** That with regard to the Town’s March 15, 2016 General Election, Charter section 101’s qualifying periods are hereby changed to establish a qualifying period to **commence on November 17, 2015 and to end on December 7, 2015** (i.e., 119 to 99 days prior to the Election), with any amended qualifying petition (as otherwise permitted pursuant to Charter section 101) to be filed by no later than December 11, 2015.

**Section 3. Establishing End of Supplemental Qualifying Period.** That with regard to the Town’s March 15, 2016 General Election, the end date for any supplemental qualifying period shall be December 17, 2015.

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

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

**Section 6. Incorporation into the Charter.** The provisions of Section 2 of this Ordinance dealing with the limited change in qualifying date for the Town’s March 15 2016 General Election, shall become and be made a part of Town Charter section 101, and all remaining language in Charter dealing with qualifying for office not otherwise in conflict with and/or expressly referred to in this Ordinance shall apply to said March 15, 2016 Election. The Town Clerk is authorized to take all actions necessary to incorporate the provisions of this Ordinance into the Town Charter in order to accomplish such intention, and sections of this Ordinance may be may be implemented into the Charter via footnote, or renumbered or re-lettered to accomplish such intentions, and the word “ordinance” may be changed to “Section”, or other appropriate word.



**Section 7. Inclusion in the Code of Ordinances.** The provisions of Section 3 of this Ordinance dealing with the establishment of date by which supplemental qualifying period shall end shall become and be made a part of Chapter 26 of the Town of Surfside Code of Ordinances. The Town Clerk is authorized to take all actions necessary to incorporate the provisions of this Ordinance into the Town Code in order to accomplish such intention, and sections of this Ordinance may be may be implemented into the Code via footnote, or renumbered or re-lettered to accomplish such intentions, and the word "ordinance" may be changed to "Section", or other appropriate word.

**Section 8. Notification to Miami-Dade County.** The Town Clerk is directed, upon adoption of this Ordinance on second and final reading, to notify the Miami-Dade County Elections Department of the subject changes in qualifying dates, and transmit official copies of this Ordinance to the Miami-Dade County Manager and Miami-Dade County Elections Supervisor.

**Section 9. Effective Date.** This Ordinance shall be effective upon final adoption on second reading.

**PASSED and ADOPTED** on first reading this \_\_\_\_ day of \_\_\_\_\_, 2015.

**PASSED and ADOPTED** on second reading this \_\_\_\_ day of \_\_\_\_\_, 2015

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

**ATTEST:**

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

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

  
Linda Miller, Town Attorney

On Final Reading Moved by: \_\_\_\_\_

On Final Reading Seconded by: \_\_\_\_\_



**VOTE ON ADOPTION:**

Commissioner Barry R. Cohen	yes	_____	no	_____
Commissioner Michael Karukin	yes	_____	no	_____
Commissioner Marta Olchyk	yes	_____	no	_____
Vice Mayor Eli Tourgeman	yes	_____	no	_____
Mayor Daniel Dietch	yes	_____	no	_____



## Town of Surfside Commission Communication

**Agenda Item #** 5A

**Agenda Date:** April 14, 2015

**Subject:** 4<sup>th</sup> of July Fireworks

**Objective:** Celebrate the Fourth of July holiday with a day full of activities concluding with a fireworks display.

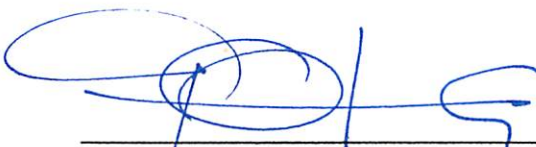
**Background:** The Annual 4<sup>th</sup> of July Event has been a long running Town of Surfside tradition with a fun full day of community activities at the beach and community center culminating with a fireworks display behind the community center on the beach. The Town of Surfside has an established working relationship with Zambelli Fireworks. Zambelli Fireworks is highly reputable fireworks company, known nationwide. An annual contract is done by the Town with Zambelli to execute the firework display each year. The cost of the fireworks display has not increased over the past 4 years. A resolution is requested for approval of the cost of the fireworks display.

**Analysis:** Hosting a day of activities at the Community Center will continue to showcase the facility along with a capstone event by a national company which carries the Zambelli family name and understands the importance of providing top-notch quality service. In addition to the fireworks display, other activities planned for the 4<sup>th</sup> of July celebration include: Live Band, Swim Races, DJ/Emcee, Giveaways, Children Arts & Crafts, and Raffles. The Parks and Recreation Department had preliminary talks with the Bal Harbour on the possibility of working on a joint Tri-Town July 4<sup>th</sup> Celebration to be held at 96<sup>th</sup> street beach. The proposal was presented to the Parks and Recreation Committee during the January 27, 2015 meeting. The Parks and Recreation Committee voted unanimously to keep the Town's existing 4<sup>th</sup> of July celebration as is.

**Budget Impact:** The event/activities during the day are currently budgeted through the Parks and Recreation Department. Total budget impact for the fireworks display is \$12,000. The Tourist Board provides 1/3 of the cost (\$4,000) of the \$12,000 thus reducing the Parks and Recreation Department's cost to \$8,000.

**Recommendation:** It is recommended that the Town Commission approve the Resolution authorizing the contract with Zambelli Fireworks for the Town's 4<sup>th</sup> of July celebration.

  
Tim Milian, Parks & Recreation Director

  
Guillermo Olmedillo, Town Manager

**RESOLUTION NO. 15 - \_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE EXPENDITURE FOR ZAMBELLI FIREWORKS MANUFACTURING CO. FOR EXHIBITION AND DISPLAY OF FIREWORKS; APPROVING THE EXPENDITURE OF \$4,000.00 FROM THE RESORT TAX FUND, ACCOUNT NO. 102-8000-552-48-10 AND \$8,000.00 FROM THE GENERAL FUND, PARKS & RECREATION DEPARTMENT, ACCOUNT NO. 001-6000-572-4810; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside ("Town") is celebrating the 4<sup>th</sup> of July holiday at the Surfside Community Center; and

**WHEREAS**, Zambelli Fireworks Manufacturing Co. (hereinafter "Zambelli") specializes in designing and performing exhibitions and displays of fireworks and has previously done work for the Town providing the same services as agreed upon in Exhibit "A"; and

**WHEREAS**, the project will be funded with \$4,000 from the Resort Tax Fund, Account No. 102-8000-552-48-10 and \$8,000.00 from the General Fund, Parks & Recreation Department, Account No. 001-6000-572-4810; and

**WHEREAS**, the Town desires to enter into the Agreement with Zambelli to ensure preparation in time for the 4<sup>th</sup> of July celebration at the Community Center. The total cost of the agreement is \$12,000.00 (as reflected in Exhibit "A").

**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 of Agreement.** The Agreement (attached as Exhibit "A") between Zambelli and the Town to provide fireworks display for the Town's 4<sup>th</sup> of July holiday celebration at the Surfside Community Center, together with such non-material changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved.

**Section 3. Authorization.** The Town Manager and/or his designee are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

**Section 4. Authorization of Fund Expenditure.** The Town Manager is authorized to expend funds from the Resort Tax Fund and General Fund-Parks and Recreation Department to implement the terms and conditions of the Agreement.

**Section 5. Execution of Agreement.** The Town Manager is authorized to execute the Agreement on behalf of the Town, to execute any required agreements and/or documents to implement the terms and conditions of the Agreement and to execute any extensions and/or amendments to the Agreement, subject to the approval as to form and legality by the Town Attorney.

**Section 6. Effective Date.** This Resolution shall be effective immediately from adoption hereof.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Motion by \_\_\_\_\_,

Second by \_\_\_\_\_.

**FINAL VOTE ON ADOPTION**


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

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

**ATTEST:**

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

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

  
\_\_\_\_\_  
Linda Miller, Town Attorney

## ZAMBELLI FIREWORKS MANUFACTURING CO.

THIS CONTRACT AND AGREEMENT (this "Contract") is made effective as of **this 23rd day of February, 2015**, by and between:

**Zambelli Fireworks Manufacturing Co.** of New Castle, Pennsylvania (hereinafter referred to as "Zambelli"),

-AND-

**Town of Surfside, FL** (hereinafter referred to as "Client").

WHEREAS, Zambelli is in the business of designing and performing exhibitions and displays of fireworks; and

WHEREAS, Client desires that Zambelli provide an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof, and Zambelli desires to perform an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual agreements herein contained:

Zambelli, intending to be legally bound, agrees as follows:

1. Zambelli agrees to sell, furnish and deliver to Client a fireworks display [per the program submitted by Zambelli to Client, accepted by Client and made a part hereof] (hereinafter referred to as the "Display") to be exhibited on the display date set forth below (hereinafter referred to as the "Display Date"), or on the postponement date set forth below (hereinafter referred to as the "Postponement Date") if the Display is postponed as provided herein, which Display Date and Postponement Date have been agreed upon at the time of signing this Contract.

**Display Date:** July 4, 2015

**Postponement Date:** \_\_\_\_\_

2. Zambelli agrees to furnish the services of display technicians (hereinafter referred to as "Display Technicians") who are sufficiently trained to present the Display. Zambelli shall determine in its sole discretion the number of Display Technicians necessary to take charge of and safely present the Display.
3. Zambelli agrees to furnish insurance coverage in connection with the Display for bodily injury and property damage, including products liability, which insurance shall include Client as additional insured regarding claims made against Client for bodily injury or property damage arising from the operations of Zambelli in performing the Display provided for in this Contract. Such insurance afforded by Zambelli shall not include claims made against Client for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 5 and 6 below. Client shall indemnify and hold Zambelli harmless from all claims and suits made against Zambelli for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 5 and 6 below.

Client, intending to be legally bound, agrees as follows:

4. Client agrees to pay Zambelli the sum of **\$12,000** (hereinafter referred to as the "Purchase Price"), fifty percent (50%) of which is due upon signing this Contract and the balance of which is due at noon three (3) days prior to the Display Date. Zambelli reserves the right to add to Client's invoice an equitable transportation surcharge in the event of any material increase in transportation costs (including the cost of fuel and third party shipping costs) to Zambelli after the date of this Contract. In addition, Client agrees to pay a postponement fee of fifteen percent (15%) of the Purchase Price plus Additional Third Party Charges (as defined in paragraph 11 below) if the Display is fired on the Postponement Date, or twenty-five percent (25%) of the Purchase Price plus Additional Third Party Charges if the Display is fired on a date other than the Display Date or the Postponement Date ("Alternate Date"). The Alternate Date must occur within six months of the original Display Date at a time agreeable to both Zambelli and the Client. Generally, Alternate Dates will not include the period from June 28<sup>th</sup> through July 7<sup>th</sup>. This Checks shall be made payable to Zambelli Fireworks Manufacturing Co., unless otherwise authorized in writing by Zambelli. NO CASH shall be paid to any agent or employee of Zambelli, unless otherwise authorized in writing by Zambelli. There shall be no refund of the Purchase Price due and payable under this paragraph 4, except as specifically provided in paragraph 11 below.
5. Client agrees to meet all deadlines outlined in the Design and Production Provisions, which has been provided to Client, including but not limited to the following:

- (a) Client must select a suitable place for the Display, including a firing and debris zone reasonably acceptable to Zambelli (hereinafter referred to as the "Display Area") and submit such selection to Zambelli no later than sixty (60) days prior to the Display Date. The Display Area shall adhere to or exceed applicable National Fire Protection Association ("NFPA") standards including the Zambelli guideline that the Display Area have a radius of at least 100 feet per inch (or as mutually agreed to between Zambelli and Client) of the largest diameter pyrotechnic from the firing site in all directions to any parking area, spectators, inhabited buildings, public roads, or active railroad. Client shall submit a site map (attached hereto as Exhibit A) to Zambelli accurately representing the physical characteristics of the Display Area as pertains to NFPA and Zambelli guidelines. The content of the Display may be limited by the selection of the Display Area due to the requirement to provide sufficient safety zones.
  - (b) Zambelli will secure all permits necessary for the Display as required, including but not limited to police, local, and state permits, and arrange for any security bonds or insurance as required by law. In addition Zambelli will notify and obtain permission from the FAA to display fireworks. Client will assist Client when appropriate in completing permit applications.
  - (c) If the Display is choreographed to music, the final selection of the music must be submitted to Zambelli by Client no later than ninety (90) days prior to the Display Date.
6. If, in its sole discretion, Client designates an area for members of the public to view the Display (hereinafter referred to as the "Spectator Area") or an area for vehicular parking (hereinafter referred to as the "Parking Area"), Client shall (a) ensure that the Spectator Area does not infringe on the Display Area, (b) have sole responsibility for ensuring that the terrain of the Spectator Area and any structures thereon, including but not limited to grandstands and bleachers are safe for use by spectators, (c) have sole responsibility for ensuring that the Parking Area is safe for use, (d) have sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and the Parking Area and police and monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that Zambelli shall not inspect any area other than the Display Area, except to ensure that any Spectator or Parking Areas are outside the Display Area.
  7. Prior to, during, and immediately following the Display, Client shall monitor the Display Area and will be solely responsible to keep all persons and property not authorized by Zambelli out of the Display Area and behind safety zone lines and limits.
  8. Following the Display, Client shall be solely responsible for policing of the Display Area and for cleanup except as specifically provided in the sentence immediately following. Zambelli shall be responsible for the removal of unexploded fireworks and the cleanup of material debris, the removal of frames, sets and lumber from the Discharge Area, and the refilling of holes created by Zambelli or on behalf of Zambelli within the Discharge Area.
  9. Client will include a direct reference to "Zambelli Fireworks" in all promotional material, including but not limited to event schedules; radio, television, newspaper and internet announcements; newspaper articles; and other media.

The parties, intending to be legally bound, mutually agree as follows:

10. It is agreed and understood by the parties hereto that should inclement weather prevent firing of the Display on the Display Date, as determined by the Authority Having Jurisdiction (as defined in paragraph 14 below) or as reasonably determined by Zambelli, then the program shall be postponed and fired on the Postponement Date. If there is no Postponement Date and the Display is not fired on the Display Date, or if inclement weather prevents firing of the Display on the Postponement Date, as determined by the Authority Having Jurisdiction or as reasonably determined by Zambelli, the Display will be cancelled and there will be no refund of the Deposit or fifty percent (50%) of the Purchase Price, whichever is greater.
11. Client's cancellation of the Display will only be effective upon receipt by Zambelli of a written notice from an authorized person representing Client. In the event of cancellation of the Display, the parties agree as follows:
  - (a) If Client cancels the Display more than sixty-one (61) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to ten percent (10%) of the Purchase Price plus Additional Third Party Charges, as defined below.
  - (b) If Client cancels the Display from thirty-one (31) to sixty (60) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to twenty percent (20%) of the Purchase Price plus Additional Third Party Charges, as defined below.

- (c) If Client cancels the Display from five (5) days prior the Display to thirty (30) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to thirty percent (30%) of the Purchase Price plus Additional Third Party Charges, as defined below.
  - (d) If Client cancels the Display less than five (5) days prior to the day of the Display, Client agrees to pay Zambelli a cancellation fee equal to fifty percent (50%) of the Purchase Price plus Additional Third Party Charges, as defined below.
  - (e) "Additional Third Party Charges" shall mean all costs and expenses incurred by Zambelli and paid or payable to third parties in connection with the Display, including but not limited to security fees, permits and licensing fees and expenses, barge and tow expenses, and firewatch fees.
12. Zambelli reserves the exclusive right to make minor modifications and substitutions to the Display, provided that such changes are reasonable and necessary and do not materially adversely affect price, time of delivery, functional character or performance of the Display.
  13. It shall be within Zambelli's and/or the Authority Having Jurisdiction's discretion to terminate the firing of the Display if any unsafe or unsuitable condition is identified. If such condition is not corrected, Zambelli may cancel the Display without further liability to Client for such cancellation.
  14. The parties agree to cooperate with the regulatory authorities having jurisdiction over the Display, including, but not limited to local fire and police departments, the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Department of Transportation, the Department of Homeland Security, and the USCG (any such authority having jurisdiction over the Display is sometimes referred to herein as, the "Authority Having Jurisdiction"). The parties acknowledge that such governmental regulatory authorities having jurisdiction over the Display have the right to prohibit the Display until unsafe or unsuitable conditions are corrected.
  15. This contract shall be deemed made in the State of Florida and shall be construed in accordance with the laws of the State of Florida, excluding its conflict of law rules. The parties agree and consent to the jurisdiction of the courts of the State of Florida and the Federal District Court for the Southern District of Florida to decide all disputes regarding this Contract.
  16. If Client becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against Client or if a receiver is appointed for Client, Zambelli may refuse to perform under this Contract and may terminate this Contract without prejudice to the rights of Zambelli. If Client's financial condition becomes unsatisfactory to Zambelli, Zambelli may require that Client deposit the balance of the Purchase Price in escrow or provide sufficient proof of its ability to pay the balance of the Purchase Price.
  17. Except to the extent, if any, specifically provided to the contrary herein, in no event shall Zambelli be liable to Client for any indirect, special, consequential, incidental or punitive damages or lost profits, however caused and on any theory of liability (including negligence of any kind, strict liability or tort) arising in any way out of this contract, whether or not Zambelli has been advised of the possibility of damages.
  18. If Client fails to pay the monies due under this Contract, Zambelli is entitled to recover the balance due plus interest at one and one-half percent (1 ½ %) per month on amounts past due sixty (60) days or more. Further, on balances outstanding one hundred twenty (120) days or more, Zambelli is entitled to recover the balance due, plus accrued interest, plus attorneys fees of ten percent (10%) of the amount past due, plus court costs, or, if less, the maximum amount permitted by law.
  19. This Contract shall not be construed to create a partnership or joint venture between the parties or persons mentioned herein.
  20. Each party hereunder shall be excused for the period of delay in the performance of any of its obligations hereunder and shall not be liable for failure to perform or considered in default hereunder, when prevented from so performing by a cause or causes beyond its reasonable control, including but not limited to fire, storm, earthquake, flood, drought, accident, explosion, operation malfunction, or interruption, strikes, lockouts, labor disputes, riots, war (whether or not declared or whether or not the United States is a member), Federal, state, municipal or other governmental legal restriction or limitation or compliance therewith, failure or delay of transportation, shortage of, or inability to obtain materials, supplies, equipment, fuel, power, labor or other operational necessity, interruption or curtailment of power supply, or act of God, nature or public enemy.
  21. This Contract constitutes the sole and entire understanding of the parties with respect to the matters contemplated hereby and supersedes and renders null and void all prior negotiations, representations, agreements and



understandings (oral and written) between the parties with respect to such matters. No change or amendment may be made to this Contract except by an instrument in writing signed by each of the parties.

22. Notices, consents, requests or other communications required or permitted to be given by either party pursuant to this Contract shall be given in writing by first class mail, postage prepaid addressed as follows: if to Zambelli, to the address set forth below; if to Client, to 9293 Harding Avenue, Surfside, FL 33154.
23. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument. The exchange of copies of this Contract and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Contract as to the parties and may be used in lieu of the original Contract for all purposes. This Contract and all the rights and powers granted by this Contract shall bind and inure to the benefit of the parties and their respective successors and assigns.

24. \_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, we set our hands and seals to the agreement in duplicate the day and year first above written.

**FOR Client:**

**FOR: Zambelli Fireworks Manufacturing Co.**

BY \_\_\_\_\_  
date

BY \_\_\_\_\_  
date

Please sign contract where indicated for Client and return all copies for final acceptance to:

**Zambelli Fireworks Manufacturing Co.**  
**1 West Camino Real Blvd. Ste 100**  
**Boca Raton, FL 33498**  
561-395-0955 FAX 561-395-1799



**Town of Surfside  
Town Commission Meeting**

**March 10, 2015**

**7:00 pm**

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

**Agenda #:** 8A  
**Date:** March 10, 2015 / April 14, 2015  
**From:** Daniel Dietch, Mayor  
**Subject:** Sustainability Committee

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**Objective:** To move forward with establishing a Sustainability Committee to identify and champion a range of sustainability opportunities and make recommendations to the Town Commission for implementation.

**Consideration:** Surfside has been a leader in developing a wide range of sustainability initiatives that focus on mitigation, adaptation and resiliency related to the impacts of climate change as well as programs that demonstrate a culture of environmental stewardship. Such activities are fundamental to promoting and maintaining a well-informed and capable community. Much of our work has been loosely connected and could benefit from a more comprehensive vision and strategy that could be managed through an engaged committee. This is evidenced by the recent work of the Sand Project Community Monitoring Committee as well as relationships that have been developed with organizations such as the CLEO Institute, Surfrider Foundation, and the Youth Environmental Alliance and many others to promote sustainability.

At the February 10, 2015 meeting, the Commission directed the Town Manager to create a draft Charter for the Sustainability Committee to move forward with the formation of the Committee's framework. The Commission suggested that this Committee will be composed of Surfside residents. Town staff seeks direction and input on this Charter from the Commission.

All Committees shall have a mission statement developed by the Town Commission. There are two types of Committees that may be established by resolution of the Town Commission: Continuing Committees and Ad hoc Committees. Continuing Committees exist until abolished by the Commission. Alternatively, Ad hoc Committees shall expire when the Ad hoc Committee reports to the Commission that it's designated goal or goals have been accomplished.

## **Sustainability Committee Charter**

The following draft Sustainability Committee Charter establishes the framework to constitute and convene a Continuing Committee under the administrative leadership of the Town Manager.

**Purpose:** The purpose of the Surfside Sustainability Committee is to strengthen the resiliency of our community, improve resources, prevent harm to the natural environment, protect human health and benefit the social, economic and environmental wellbeing of the community for present and future generations. The Town of Surfside has been a leader in developing a wide range of sustainability initiatives, and the Sustainability Committee will foster a more comprehensive vision and strategy of environmental stewardship policies and procedures.

**Membership:** The Committee will be composed of five members who are registered qualified electors of Miami-Dade County whose legal residence is in the Town of Surfside. The Mayor will appoint one member and each Commissioner will appoint one member. The Committee must be composed of two members who live in single-family homes in the residential district, two members from multi-family homes (condos/apartments), and one member from the Surfside business district. The Commission shall designate one member of the Commission to serve as liaison between the Committee and the Town Commission.

**Goals:** The goals of the Committee shall include, but not limited to the following:

1. Adapting and mitigating to sea level rise and climate change
2. Stewardship of the beach for the residents, visitors and future generations
3. Expanding opportunities for renewable and sustainable energy sources and reducing the Town's carbon footprint
4. Promoting green and sustainable building, construction and operations
5. Protecting environmental and public health
6. Protecting, restoring and creating green spaces
7. Promoting water sustainability through water conservation programs and education
8. Improving alternative transportation and mobility
9. Reducing waste and increasing reuse and recycling
10. Reducing pollution in water, air and soil
11. Increased environmental awareness and stewardship of our treasured ecosystems

**Organization:** The Committee will meet once a month. In addition to appointed members, the Committee will include participation and presentations from experts and representatives from agencies, non-profits, educational institutions, municipalities and others. The Committee meetings will be open to members of the public. The Committee will comply with all applicable provisions of law on the Florida Sunshine Law, public hearings, public notice and all applicable code of ethics and conflict of interest laws.

**Tasks:** The Committee will:

1. Draft a Town Sustainability Plan with goals and objectives.
2. Evaluate progress toward meeting these goals through measurable benchmarks of success.
3. Receive and evaluate input on experts on a variety of issues to formulate recommendations.

**Duration:** This Committee may either be a Continuing Committee or an Ad hoc Committee. If it is a Continuing Committee, it will exist until abolished by the Town Commission. The expiration date for an Ad-hoc Committee shall be designated at the time of formation. If it is an Ad hoc committee, it will expire when it reports to the Commission that it's designated goal or goals have been accomplished. The terms of appointment will be coterminous with the terms of the Town Commission which will expire at the March 2016 election. As sustainability is a long term initiative, it is suggested to establish a Continuing Committee.



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

**Agenda Item: # 8B**

**Date:** March 10, 2015 / April 14, 2015

**From:** Commissioner Michael Karukin

**Subject:** Next Step for Review of the Town Charter

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As a follow-up to the discussion at the January 13, 2015 Town Commission meeting, I requested the Town Attorney to prepare an update for the March Agenda on the next phase of the Charter Review process. The following information was provided:

**Background:** The existing Town of Surfside Charter was adopted by Chapter 27914, Special Laws of Florida, Acts of 1951. The Surfside Charter was drafted under the provisions of the State Constitution of 1885 which provided that Florida municipalities had only the powers listed in their own Charters. In 1968, the Florida Constitution was amended to completely change the basis of power for municipalities in Florida by granting “home rule power” to cities/towns. Under Home Rule, municipalities now have all powers of local self-government, unless otherwise preempted by State law. The result is that a large majority of municipal charters, including the Town of Surfside’s Charter, have become out of date. Florida Statutes § 166.021 requires voter approval to amend certain Charter sections and allows repeal/conversion into ordinances of those sections which do not require voter approval.

On November 6, 2012, the Town of Surfside voters approved an amendment to the Town’s Charter providing for mandatory review of the Town Charter every ten years. Charter Section 128 was thus created, authorizing the Town Commission to appoint a five member Charter Review Board to examine the Town’s Charter for suggested revisions. The Charter further provides that “... *upon completion of their work and written recommendations to the Commission, the Town Commission shall consider said recommendations at the next regularly scheduled Commission meeting. ...*”

On October 8, 2013, the Town Commission adopted Resolution No. 13-2196 establishing the Charter Review Board (“CRB”). Former Vice-Mayor (current Commissioner) Michael Karukin served as Town Commission Liaison to the CRB. The Town Commission appointed Lou Cohen (selected by CRB members as Chair), Marc Imberman (selected by CRB members as Vice-Chair), Anthony Blate, Terry Cohen and Marty Oppenheimer. The CRB members’ terms of appointment were coterminous with the terms of the Town Commission which expired at the March, 2014 election. The CRB presented its Final Report at the March 11, 2014 Town Commission meeting.

Given the limited amount of time for Charter Review, the CRB considered only election related issues (“Phase I”) which could only be amended by public vote. On the November 4, 2014 Election Ballot, the Surfside electorate were presented with seven (7) Charter amendments: Qualifications for Office; Vacancy on Commission; Vacancy in Candidacy; Canvassing Board; Qualifying for Elected Office; Establishing Elected Officials’ Staggered Terms and Increasing Town Commissioners’ Terms from Two Years to Four Years; and Runoff Election. All ballot questions were approved by the electors except: Qualifications for Office and Establishing Elected Officials’ Staggered Terms and Increasing Town Commissioners’ Terms from Two Years to Four Years. The Town Charter amendments approved by the electorate on the November 4, 2014 ballot complied with the current Florida Constitution of 1968 and the 1973 Municipal Home Rule Powers Act. Per Florida Statutes, referendum approval was required for all of the proposed Phase I Charter amendments.

**Recommendation:** As the former Town Commission Liaison to the Charter Review Board, I recommend the following:

The Town has already complied with the obligations of Charter Section 128 and accomplished mandatory review of the Town Charter which is required every ten years. The Town Commission appointed a five member Charter Review Board to examine the Town’s Charter for suggested revisions and amendments to the Charter. Ballot questions were prepared and the voters approved five amendments to the Town Charter.

**Next step for Charter Review:** The Town Attorney has contacted Municipal Code Corporation (“Municode”) to conduct a legal review of the entire sections of the Charter. The review will clarify and determine what sections (and in some cases various portions thereof) could be amended only by referendum or whether under Florida Statutes § 166.021, the Charter sections have been repealed or may be turned into ordinances. Municode has provided a quote of \$2,500 to conduct this legal review, which will result in a Legal Memorandum and include recommendations for curing conflicts and deleting obsolete provisions in the Charter. The timeframe for the legal review of the Charter and preparation of the Legal Memorandum is approximately 60-90 days. The Town Attorney will then present the Legal Memorandum to the Town Commission for further determination of the next step for Charter Review.



# Memorandum

8C

**To:** Town Commission

**From:** Duncan Tavares, TEDACS Director

**Date:** 3/4/2015

**Re:** Confirming Town Commission availability for a Joint Meeting of the Town Commission and Tourist Board

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A Joint Meeting of the Town Commission and Tourist Board to address proposed changes to the Resort Tax Ordinance, as well as Tourist Board policies, procedures, ethics, governance, etc, is set for Monday May 4, 2015 at 7pm.





## TOWN OF SURFSIDE COMMISSION COMMUNICATION

**Agenda #** 8D

**Agenda Date:** March 10, 2015 / April 14, 2015

**From:** Vice Mayor Eli Tourgeman

**Subject:** Flavored Tobacco and Electronic Cigarettes

At the February 10, 2015 Town Commission meeting, representatives from the Tobacco Free Workgroup and Students Working Against Tobacco (SWAT) presented on the dangers of flavored tobacco marketed to children. They requested the Town pass an ordinance or resolution to ban the sale of flavored tobacco in the Town. I was supportive of the Town looking into possibilities of regulating flavored tobacco and additionally requested the Town consider the impact of e-cigarettes. As a result, the Town Commission requested the Town Attorney's Office to provide information on flavored tobacco and e-cigarettes, which can be found in the analysis below.

**Analysis:** There are current federal, state and county regulations that govern flavored tobacco and e-cigarettes but there is opportunity for the Town's further participation and leadership on the subject.

### **Flavored Tobacco**

Flavored tobacco products are defined as loose tobacco including snuff flour, plug and twist tobacco, fine cuts, chewing tobacco, snus, shisha tobacco, smoking or snuffing products, and all other kinds and forms of tobacco. Flavored tobacco have serious health risks and are not considered safe by the U.S. Food and Drug Administration (FDA). They have become increasingly common in the U.S. and contain flavors like vanilla, orange, chocolate, cherry and coffee. They are widely considered to be "starter" products, establishing smoking habits that can lead to a lifetime of addiction.

The federal Family Smoking Prevention and Tobacco Control Act of 2009 gives the FDA the authority to regulate tobacco. The Family Smoking Prevention and Tobacco Control Act prohibits flavored cigarettes but does not prohibit flavored non-cigarette tobacco products. The law expressly provides that state and local governments may promulgate regulations for tobacco products that are in addition to or more stringent than federal rules. It states:

"Nothing in this subchapter shall be construed to limit the authority of a ...political subdivision of the State... to enact, adopt, promulgate, and enforce any law, rule, regulation, or other measure with respect to tobacco products that is in

addition to, or more stringent than, requirements established under this subchapter including a law, rule, regulation, or other measure relating to or prohibiting the sale, distribution, possession, exposure to, access to, advertising and promotion of, or use of tobacco products by individuals of any age.” Family Smoking Prevention and Tobacco Control Act of 2009 , 21 U.S.C.A. § 387p.<sup>1</sup>

The authority of state and local governments to restrict the sale of these products has been upheld in federal court. U.S. Smokeless Tobacco Mfg. Co., et al. v. City of New York, 703 F.Supp.2d 329, 332+, S.D.N.Y. 2012. (Upheld New York City Ordinance that prohibited sale of flavored tobacco product except in tobacco bar).

Florida statutes which prohibit tobacco sales and possession of tobacco by minors apply to flavored tobacco products. In Florida, the Division of Alcoholic Beverage and Tobacco within the Department of Business and Professional Regulation enforces tobacco product regulation provisions in ch. 569, *Florida Statutes*. Section 569.101, *Florida Statutes* prohibits the sale, delivery, bartering, furnishing or giving of tobacco to persons under the age of 18. A violation of this prohibition is a second degree misdemeanor. Section 569.11, *Florida Statutes* prohibits persons under the age of 18 from possessing, directly or indirectly, any tobacco products. Florida section 569.101, *Florida Statutes*, prohibits the sale or giving of tobacco products to persons under 18 years of age.

In 2014, Miami-Dade County passed “Merchandising of Tobacco Products, Flavored Tobacco Products, and Electronic Cigarettes and other Nicotine Dispensing devices”, Section 8A-8. It prevents the sale of flavored tobacco products by persons under the age of 18 by regulating the placement of the products by prohibiting self-service merchandising or any other means of vendor assisted sales. Section 8A-8.3. Enforcement of these provisions is the responsibility of Miami-Dade County. Section 8a-8.4. An earlier draft of the ordinance prohibited the sale of flavored tobacco throughout the county with a civil penalty of \$500, however this draft did not pass.

Many municipalities throughout Florida have passed resolutions urging tobacco retailers to stop the sale and marketing of flavored tobacco products where youth have access to their products, including the West Palm Beach, Fort Lauderdale, Miami Gardens and Opa-locka. Other municipalities throughout the United States have taken additional steps. For example, the City of Chicago prohibits the sale of flavored tobacco within 500 feet of a school.

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<sup>1</sup> However, there is an exception to the preservation of state’s authority. “No...political subdivision may enact requires relating to “tobacco product standards, premarket review, adulteration, misbranding, labeling, registration, good manufacturing standards, or modified risk tobacco products. Section 387p(a)(2)(A).

## **Electronic Cigarettes**

Electronic cigarettes, also known as e-cigarettes, are electronic products that allow users to inhale vaporized nicotine, flavor, and other chemicals, without fire, smoke, ash, or carbon dioxide. E-cigarettes and other nicotine dispensing devices are manufactured to resemble cigarettes, cigars or pipes, pens and Universal Serial Bus (USB) memory sticks. Sales of e-cigarettes have grown rapidly in the United States, and after doubling every year since 2008, sales in 2013 accelerated even faster and were projected to reach \$1.7 billion. Consumers are led to believe that e-cigarettes are a safe alternative to traditional cigarettes, despite the fact that most e-cigarettes contain nicotine and have the potential to be addictive. According to the U.S. Centers for Disease Control and Prevention, 1.8 million middle and high school students have said that they have tried e-cigarettes in 2012, which is double the amount for the previous year.

E-cigarettes are a relatively new device and the law surrounding their regulation is still being refined. In a recent federal case, the Court held that e-cigarettes and other products made or derived from tobacco should be regulated as “tobacco products” and not regulated as drugs/devices unless they are marketed for therapeutic purposes. *Sottera, Inc. v. FDA*, 627 F.3d 891 (D.C. Cir. 2010). The National Association of Attorneys General issued a letter to the commissioner of the FDA urging the FDA immediately regulate the sale and advertising of e-cigarettes.

Federal regulations are currently in development for e-cigarettes. The FDA is soliciting comments in conjunction with public workshops to gather scientific information about e-cigarettes, due on April 15, 2015. The focus is on product science, product packaging, constituent labeling and environmental impacts.<sup>2</sup>

In 2014, the State of Florida prohibited the sale to or use of e-cigarettes by minors. Sec. 877.112, *Florida Statutes*. In addition, businesses which sell e-cigarettes must post a sign that clearly and conspicuously states “The sale of nicotine products or nicotine dispensing devices to persons under the age of 18 is against Florida law. Proof of age is required for purchase.” Sec. 877.112(10), *Florida Statutes*. The law also prohibits sale of these products through self-service merchandising. Sec. 877.112(11), *Florida Statutes*. Interestingly, the House version of the bill would have included a section to preempt municipalities from regulating the sale e-cigarettes, but this amendment was left out of the enrolled text of the legislation. Thus, municipalities are not preempted from promulgating further regulation on the subject.

Miami-Dade County prohibits the placement of electronic cigarettes and other nicotine dispensing devices in self-service open displays accessible to minors, and also prohibits the sale of e-cigarettes to minors. Sec. 8A-8, Sec. 8CC-10. The law provides a schedule of civil penalties for infractions. In incorporated areas of Miami-Dade, such as the Town of Surfside, enforcement is the responsibility of the municipality. 21-13.1 and 21-13.2, Miami Dade County. Miami-Dade County also passed a resolution which prohibits the use of electronic cigarettes and other

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<sup>2</sup> <http://www.regulations.gov/#!documentDetail;D=FDA-2014-N-1936-0001>

nicotine dispensing devices in county owned or operated enclosed indoor workplaces. R-145-14, Miami Dade Board of County Commissioners.

Several municipalities have passed similar ordinances, including the City of Green Cove Springs, the City of Sebastian, the City of Vero Beach, the City of Stuart, and the Town of Orange Park. The University of Florida, Florida State University, the Seminole County School District, and the Bay County School Board, among others, have enacted policies banning the use of e-cigarettes on their campuses and properties.





## **Town of Surfside Commission Communication**

**Agenda Item:** 8E

**Agenda Date:** April 14, 2015

**Subject:** Beach Sand Update

**Background:** During the Special Sand Meeting of February 12, 2015, two items were under consideration, the new ordinance establishing the standards to be applied to sand excavated from then sites of future projects and the final location of the sand excavated from the Surf Club Project.

The Commission approved the First Reading of the new ordinance and directed Staff to present it to the Planning and Zoning Board for its recommendation. The information to be presented to the Planning and Zoning Board had to include the amendments presented during the hearing, by the Vice-Mayor.

At that Town Commission meeting, the Corporate Counsel for the Developer of the Surf Club Project proffered the sum of \$250,000.00 subject to three conditions:

1. That the Town use the funds to import sand to be placed on top of the existing sand,
2. That the already excavated sand remain in place, and
3. That Ms. Deborah Cimadevilla's counsel reaches an agreement with the Developer.

Additionally, the Corporate Counsel suggested that the Town pursue contributions from other developers to be used to pay the cost of bringing and placing the additional sand on our beach.

During the preparation of the Sand Ordinance for Planning and Zoning Board meeting, Town Attorney prepared modified language that included suggestions presented at the Special Sand Meeting of the Town Commission. This is the redlined version to be presented under Item 4 A 2. The night of the Planning and Zoning meeting, counsel for Ms. Cimadevilla presented a different version of the proposed Sand Ordinance modifying both the First Reading version, and the modified version presented to the Planning and Zoning Board. Other residents provided comments, all of which are included in Item 9-H.

The recommendations of this Board are presented through the Town Attorney's Office under Item 4 A 2.

At the time this report is prepared only two options remain:

1. Should counsels for the Developer and Ms. Cimadevilla reach a final agreement, then accept the proffered funds and proceed with bringing "Ortona quality" sand and place it on top the existing sand.
2. Leave the existing sand in place and condition the issuance of any certificates of occupancy to meeting all the requirement of the environmental agencies who have jurisdiction over the issued permits.

The timing for this project is important. The first option requires the modification of the existing FDEP permits, a survey of the beach to ascertain the amount of sand that is permitted under the existing template, and the actual operation of importing and placing the sand.

The cost of this project can be estimated; however final cost depends on the specifications and the actual bids that we may receive.

The second option does require that the Developer meet all conditions contained in the permits issued by the environmental agencies. No further action necessary.

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Guillermo Olmedillo, Town Manager



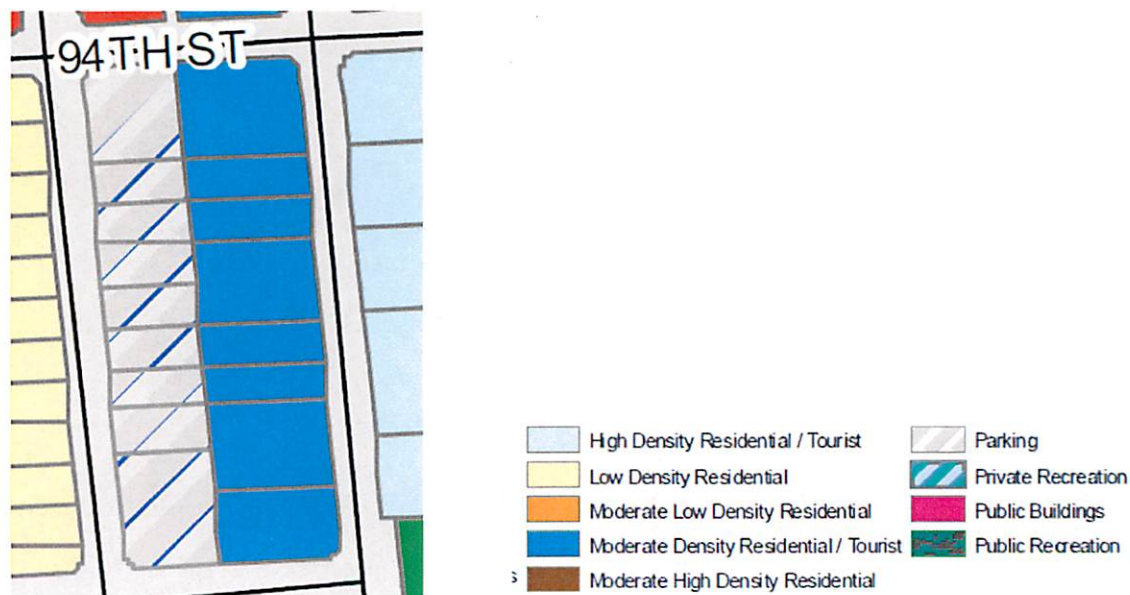
## Town of Surfside Discussion Item

Agenda Item # 9A  
Date: April 14, 2015  
From: Commissioner Barry Cohen  
Re: 94<sup>th</sup> Street Parking Structure Land Use/Zoning Analysis

I requested the Town Manager and Town Planner to provide information regarding a Parking Structure Land Use/Zoning Analysis for the 94<sup>th</sup> Street Lot and the following overview is provided:

### 94<sup>TH</sup> STREET LOT:

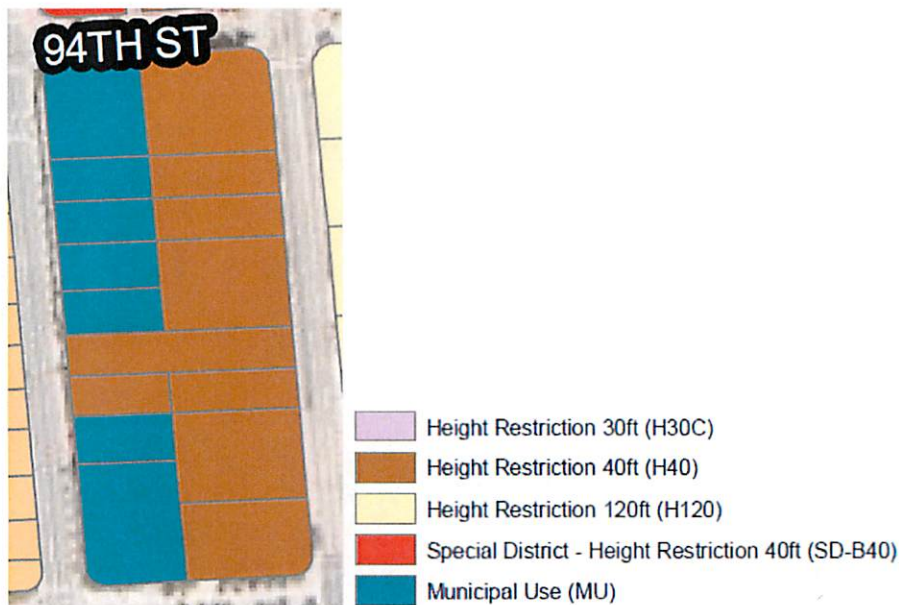
The Future Land Use Designation for the parcels on the east side of Harding Avenue is "Parking" which has a Floor Area Ratio of 3.0 and a maximum height of 40 feet. The only permitted use is parking. A three story parking garage could be constructed on this site with no need for a land use change.



The Zoning Districts for the parcels which make up the 94<sup>th</sup> Street lot are zoned Municipal (MU), which permits parking structures.

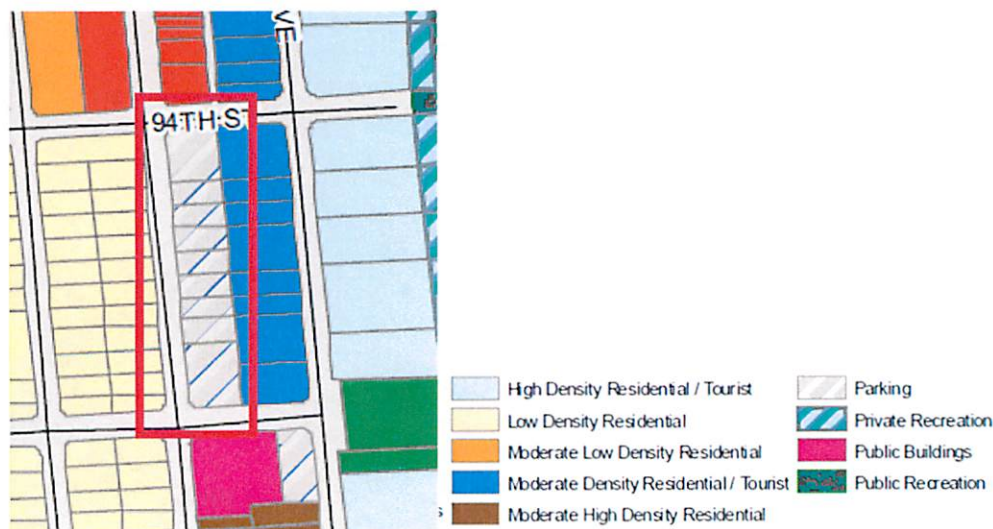
A three story parking garage could be constructed on this site with no need for a land use change or zoning change.





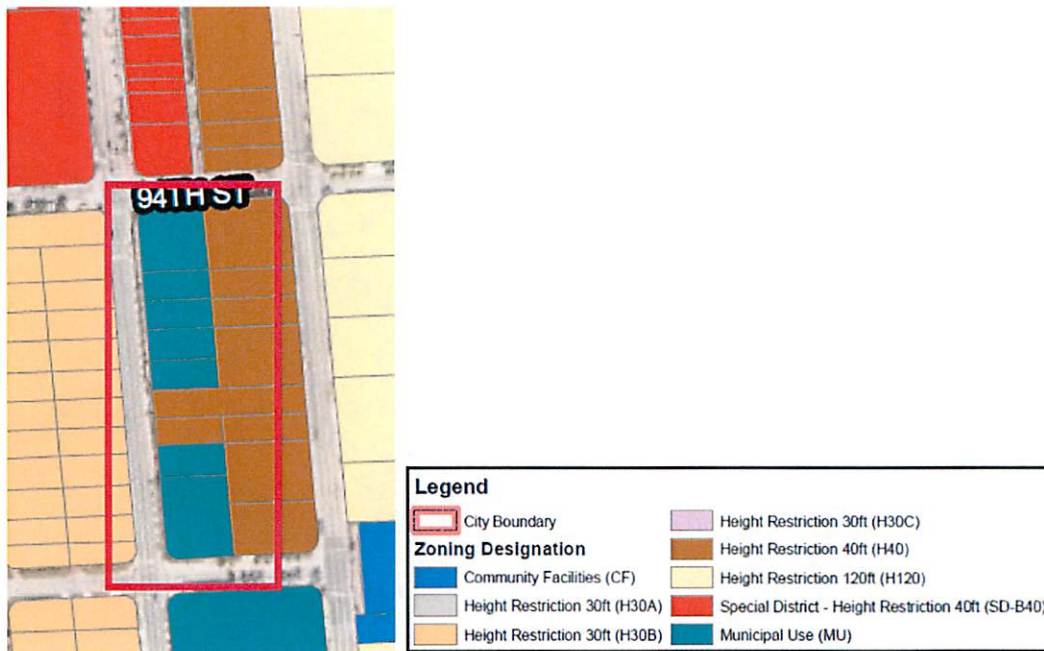
## BLOCK BETWEEN 94<sup>TH</sup> STREET & 93<sup>RD</sup> STREET ON HARDING

The Future Land Use Designation of the entire block between 94<sup>th</sup> street and 93<sup>rd</sup> street on Harding Avenue is "Parking" which has a Floor Area Ratio of 3.0 and a maximum height of 40 feet. The only permitted use is parking. A three story parking garage could be constructed on this site with no need for a land use change. The FAR for retail in the Town is the same as parking, therefore, if the Town wanted to include retail in this area, a land use plan amendment would be required.



The zoning of the existing parking lots (94<sup>th</sup> Street Lot and Town Hall Lot) is Municipal (MU). Two lots in between have a residential zoning designation of H40. Because the underlying land use is already parking, only a zoning change

will be required if the intent is to create a garage from 94<sup>th</sup> Street to 93<sup>rd</sup> Street along Harding Avenue. Again, if retail is desired, the zoning change would need to include the additional uses.



### Summary:

Parking lot boundary	Zoning change	Land use change	Referendum
1. 94 <sup>th</sup> Street Lot – Garage Only	No	No	No
94 <sup>th</sup> Street Lot with retail	Yes	Yes	No
2. 93 <sup>rd</sup> to 94 <sup>th</sup> Street Lot – Garage Only	No	No	No
93 <sup>rd</sup> to 94 <sup>th</sup> Street Lot with retail	Yes	Yes	No



**Town of Surfside  
Commission Communication**

**Agenda Item #** 9B

**Agenda Date:** April 14, 2015

**Subject:** Parking Lot Parking Structure Update

**Background:** On March 10, 2015 the Town Commission directed the Administration to proceed with negotiations to purchase the Post Office Building from its owner. Lambert Advisory, the Town's consultant for this project, met with the property owner on March 12, 2015 (Attachment A). The property owner adamantly restated his position that he is not interested in selling the building and will only entertain a partnership with the Town. The particulars of said partnership are outlined in the Commission Communication provided on March 10, 2015.

**Analysis:** In an effort to explore all options for this site, the Administration has also analyzed the Eminent Domain process. The Town Planner is providing a Parking Structure Land Use and Zoning Analysis for each of the Town owned parking lots in an effort to provide the Town Commission with information pertaining to all of the Town owned parking lots (Attachment B).

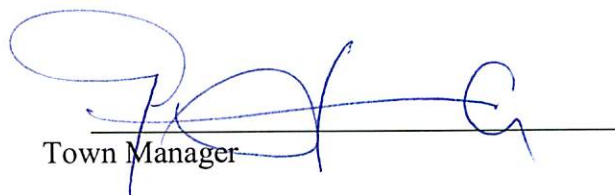
Utilizing Lambert Advisory's expertise under the already approved agreement, the Town could issue an Invitation To Negotiate / Request For Proposals (ITN/RFP) for all of the Town owned parking lots. The Town Commission could then choose the best suitable option(s) provided by the private sector. Then all viable responses could be presented to the Town Commission by the end of this year.

**Budget Impact:** N/A

**Staff Impact:** N/A

**Recommendation:** The Town Administration is recommending the focus shift from the Post Office site to all other available sites for a parking structure and is seeking Town Commission approval in issuing an ITN/RFP.

  
TEDACS Director

  
Town Manager



## Lambert Advisory

1201 Brickell Avenue  
Miami, FL 33131  
Phone: 305-503-4099  
E-Mail: [plambert@lambertadvisory.com](mailto:plambert@lambertadvisory.com)  
Web: [www.lambertadvisory.com](http://www.lambertadvisory.com)

**To:** Mr. Duncan Tavares, Town of Surfside  
**From:** Eric Liff, Lambert Advisory  
**Date:** March 17, 2015  
**Re:** Post Office Site Parking Garage (Discussion with  
Property Owner)

## Memo

As agreed upon by the Town of Surfside, FL Town Commission (Town Commission) on March 10, 2015, Lambert Advisory (Lambert) was direct to contact the property owner of the Surfside Post Office site (PO Site Owner). In a phone conversation with Leonard Spodek (Manager, Florida Postal Holdings, LLC) on March 12, Lambert discussed the Town Commission's directive to engage the PO Site Owner related to the Town's potential acquisition of the Surfside PO Office site. Lambert conveyed the Town's desire to purchase the property and, notably, expressed how important the site would be to accomplishing the Town's long-term commitment to provide critical additional parking to its resident and business community. Furthermore, it was stated that the Town would act in its best interest to ensure that any potential acquisition would be fair and equitable to all parties. However, as has been the position of the Post Office owner repeatedly during past correspondence with the Town, he explicitly stated again that he has "absolutely no interest" in selling the property, nor conduct any further conversation as to the Town's request related to this matter.

Please let me know if you have any questions.



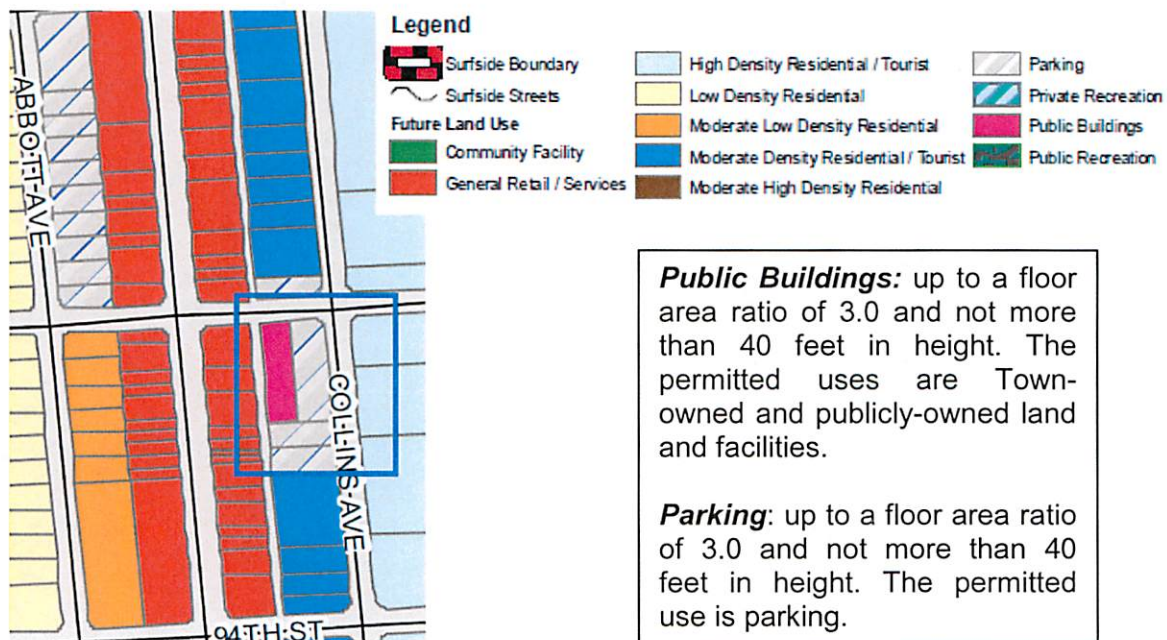
## MEMORANDUM

To: Guillermo Olmedillo, Town Manager  
From: Sarah Sinatra Gould, AICP, Town Planner  
Date: April 14, 2015  
Re: Parking Structure Land Use/Zoning Analysis

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### POST OFFICE LOT:

The land use on the post office lot is split between "Parking" and "Public Buildings." Please see the map below:

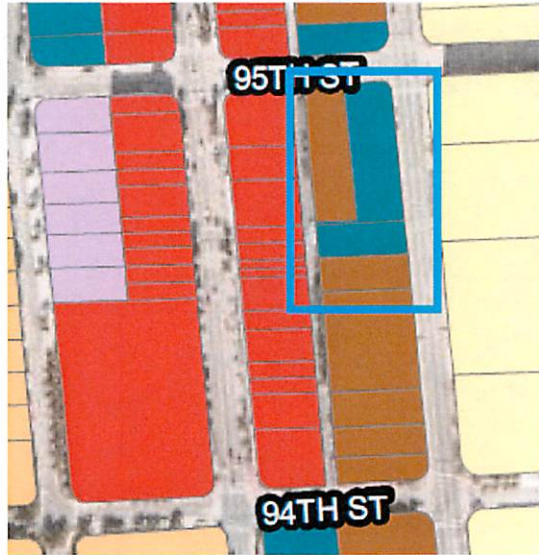


Since the floor area ratio (FAR) for both land use categories is 3.0, no increase in intensity would result from relocating the post office anywhere throughout the property. However, a land use change would be required to permit the post office outside of the area designated "Public Buildings." The land use change required is a Comprehensive Plan Map Amendment reviewed by the Planning and Zoning Board sitting as the Local Planning Agency, two readings at the Town Commission and reviews by the State agencies.

There is a 40 foot height limitation on this site, which will permit a three story garage with rooftop parking.

The property is zoned Municipal (MU), except for the southernmost parcel, which is zoned H40. This site would require a rezoning to MU. This process requires review by the Planning and Zoning Board sitting as the Local Planning Agency and two readings at the Town Commission. Below is the zoning map indicating the site is zoned MU and H40.

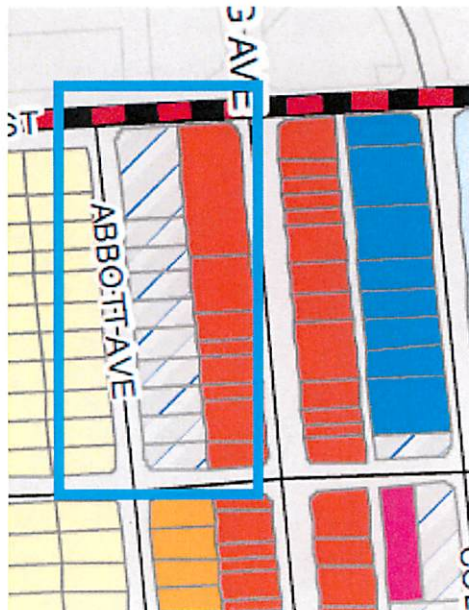
If the Town wished to add commercial uses, such as retail, restaurant and offices to this site, a zoning and land use change would be required to change the property to SD-B40 and the land use to General Retail.



Legend	
City Boundary	Height Restriction 30ft (H30C)
Zoning Designation	
Community Facilities (CF)	Height Restriction 40ft (H40)
Height Restriction 30ft (H30A)	Height Restriction 120ft (H120)
Height Restriction 30ft (H30B)	Special District - Height Restriction 40ft (SD-B40)
	Municipal Use (MU)

#### ABBOTT LOT:

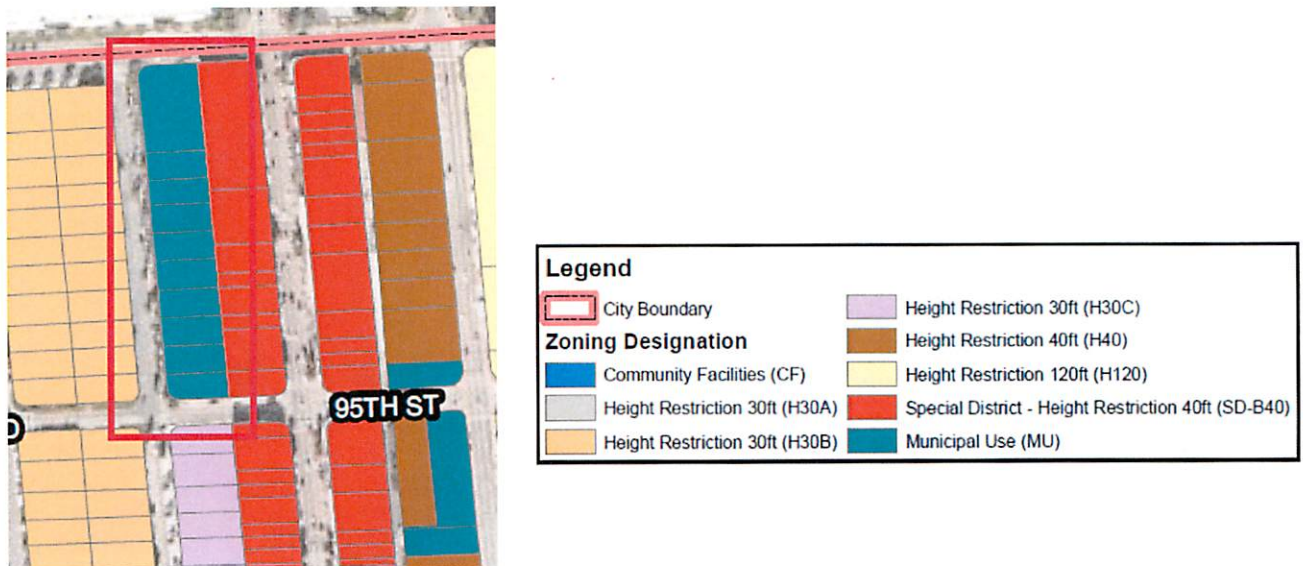
The Abbott Lot's land use designation is "Parking." The Comprehensive Plan permits an FAR of 3.0 with a 40 foot height designation. Please see the map below:



Legend		
Surfside Boundary	High Density Residential / Tourist	Parking
Surfside Streets	Low Density Residential	Private Recreation
Future Land Use		
Community Facility	Moderate Low Density Residential	Public Buildings
General Retail / Services	Moderate Density Residential / Tourist	Public Recreation
	Moderate High Density Residential	



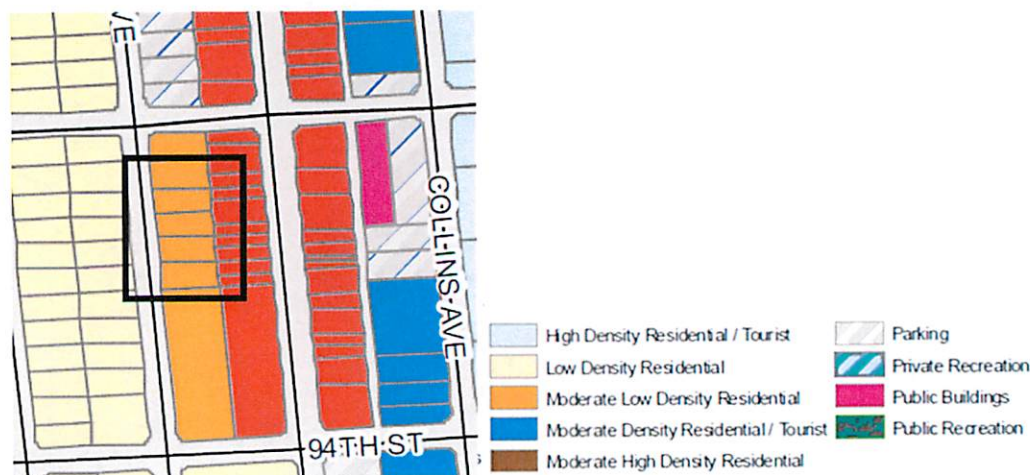
This site is zoned MU, which permits parking structures. The following is the zoning map.



The only permitted use in this category is parking. If the Town wishes to proceed with a parking structure only, no changes are required and the Town can proceed with preparing a site plan for the parking structure.

#### FOUR LOTS BETWEEN 94<sup>TH</sup> AND 95<sup>TH</sup> STREET ON ABBOTT

The Future Land Use Designation of the entire block between 94<sup>th</sup> street and 95<sup>th</sup> street on Abbot Avenue is "Moderate Low Residential" which only permits residential development. The addition of a garage will require an FAR calculation, which results in the need for an increase in intensity.



The zoning of these lots is H30C which only permits residential.

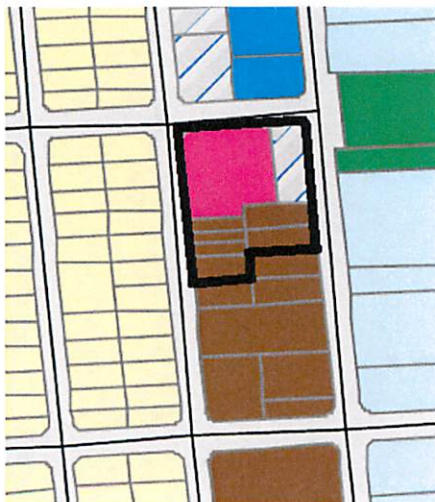




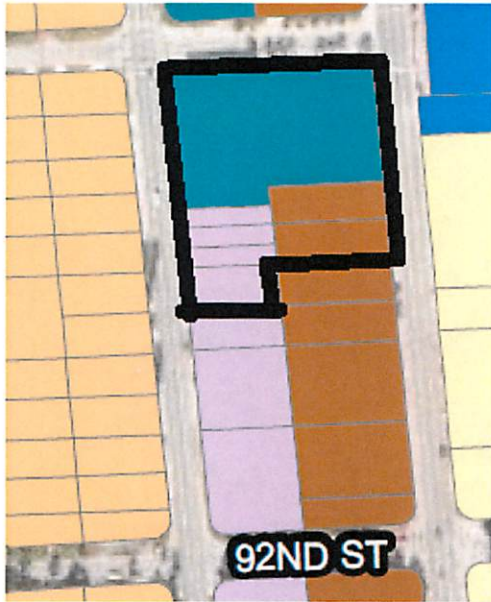
Therefore, a garage at this location will require a referendum, a land use change and a zoning change.

#### TOWN OWNED PROPERTY BETWEEN 92<sup>ND</sup> AND 93<sup>RD</sup> STREET

The Future Land Use Designation include "Public Buildings and Grounds" as well as "Moderate High Density Residential" which only permits residential development. The addition of a garage will require an FAR calculation, which results in the need for an increase in intensity.



The zoning of these lots includes Municipal, H30C and H40.



Therefore, a garage at this location will require a referendum, a land use change and a zoning change.

If a parking structure is constructed at any location, the following zoning code criteria shall apply:

#### **Sec. 90-49.4. Structured parking garages.**

The following requirements apply to all structured parking garages.

##### **a. Overall form.**

- (1) For every 50 feet of a building wall in any direction, there shall be a three-foot minimum change in wall plane; and
- (2) For every 100 feet of a building wall parallel to the public right of way, there shall be a minimum ten-foot wide and minimum three-foot deep separation of wall plane; and
- (3) Façade treatments fronting a public right-of-way shall provide architectural treatments consistent with and compatible to those across the public right-of-way or abutting properties and consistent with immediate buildings.
- (4) For the first ten feet of height along all blank walls, a minimum of 80 percent landscape coverage, such as a vine or hedges, shall be installed and maintained.
- (5) For façades above the first ten feet, a minimum of 50 percent landscape coverage, such as vines or planters, shall be installed and maintained.
- (6) All vegetative coverage shall be maintained and watered appropriately to sustain health and coverage indefinitely without adverse impact to the structure.
- (7) Service areas and mechanical equipment associated with a primary use are permitted.

##### **b. Ground floor level façade.**

(1) Façades shall not provide wall openings greater than eight feet in any direction, except for ingress and egress purposes. All wall openings, except for ingress and egress purposes, shall be separated by a minimum five-foot wide wall.

#### **90-91.2 Required buffer landscaping adjacent to streets and abutting properties:**

On any proposed, redeveloped site, or open lot providing a vehicular use area for H30C, H40, H120, adjacent or contiguous to H40, or municipal plots where such area is abutting street(s) and/or property lines, including dedicated alleys, landscaping shall be provided between such area and such perimeters as follows:

(1) A flat ground level or bermed strip of land at least ten feet in depth, located along all the property lines of abutting street(s) and abutting property line(s) shall be landscaped. Such landscaping shall include three trees for each 50 linear feet or fraction thereof. The first tree shall be set back from the intersection of the ingress/egress and the street. The setback area shall be limited to groundcover only. In addition, a hedge, berm, wall or other durable landscape barrier shall not create a sight hazard by being placed along the inside perimeter of such landscape strip and shall be maintained at a maximum height of three feet, if contiguous to a pedestrian walkway, to meet crime prevention through environmental design (CPTED) principles. If such durable barriers including walls or fences are of nonliving material, it shall be screened to the height of the durable barrier with a hedge along the street side of such barrier. If a fence or wall is utilized along an abutting property line it must be installed at the property line and screened to the height of the durable barrier with a hedge from the inside. The remainder of the required landscape area shall be landscaped with turf grass, groundcover or other landscape treatment, excluding paving, turf grass not to exceed the maximum amount allowable in the xeriscape requirements. This buffer may not be counted toward meeting the interior landscape requirements.

#### **Summary:**

Parking lot boundary	Zoning change	Land use change	Referendum
1. Post Office Lot – Garage Only	Yes	Yes	No
Post Office Lot with retail	Yes	Yes	No
2. Abbott Lot – Garage Only	No	No	No
Abbott Lot with retail	Yes	Yes	No
3. Abbott Ave between 94 <sup>th</sup> and 95 <sup>th</sup> street – Garage or retail	Yes	Yes	Yes
4. 92 <sup>nd</sup> to 93 <sup>rd</sup> Street – Town owned property – Garage or retail	Yes	Yes	Yes





## Town of Surfside Commission Communication

**Agenda Item #** 9C

**Agenda Date:** March 10, 2015

**Subject:** Building Inspectors Salary Adjustment

**Background:** On September 27, 2013 the Building Services Department Inspectors pay was adjusted to accurately reflect the volume of work during that period. The attached Personnel Action Forms provide the detailed information for each inspector. Pay was reduced from \$1117.88 biweekly to \$617.88 biweekly. Salaries have remained at this level even as the workload increased exponentially. Personnel Action Forms were filed on November 14, 2014 to adjust salaries commensurate with the volume of work during that period. Town Manager Michael Crotty did not authorize this item for inclusion in the Commission Agenda for any Commission meeting since the close of last fiscal year. Town of Surfside Building Department Inspectors are part-time employee's exempt of insurance and pension benefits. They pay all their own vehicle and related expenses, telephone, uniforms, shoes and safety equipment, licensing and continuing education requirement expenses. These expenses are not tax deductible as W-2 employees of the Town of Surfside. All current development project plans and documents were reviewed and building permits were issued after salaries were reduced under PAF dated 9/27/2013.

**Analysis:** Salary increases shall consist of a base pay increase and a per project fixed sum increase to continue through completion of said projects. The following is the itemized list:  
Base pay shall be increased due to the following conditions:

1. Increased volume of code required plan reviews and inspections not previously performed.
2. Increased volume of plan review and inspections under Section 11(f) Miami Dade County Code of Ordinances governing 40 year building re-certification.
3. Increased volume of plan review and inspections due to the rising number of Code Compliance cases involving red tags, stop work orders, work without permits and exceeding scope of work cases.
4. Performing required inspections under Section 90-27 Certificate of Use, Town of Surfside Code of Ordinances yearly LBTR renewals. Additionally, these Certificate of Use inspections yield further code violation cases and/or repair permits requiring further plan review and inspections.
5. Increased volume of plan review and inspections related to capital improvement projects by the Town under Public Works.
6. Increase to base salary would bring compensation in line with neighboring and comparable neighboring jurisdictions of similar activity levels.


Project specific increases shall continue for the life of the project at which time, upon final inspection approval, salaries shall be adjusted accordingly:

1. The Grand Beach Hotel \$100 bi-weekly. CO issued 12-19-2014
2. The Fendi-Chateau \$300 bi-weekly. Estimated completion June 2016
3. The Surf Club \$400 bi-weekly. Estimated completion December 2016
4. The Marriott Hotel \$200 bi-weekly. Estimated completion December 2015
5. Young Israel \$200 bi-weekly. Estimated completion September 2015

**Budget Impact:** The total budget impact of \$278,000 is to be recovered, as provided for under Florida Statute 553.80(7) authorized by Florida Statutes 125.56(2) and 166.222 (attached) from the earned permit fees of the last two fiscal years of approximately \$3,522,014 (attached). This sum excludes other fees earned from residential permit fees, Certificate of Use fees, Contractor Registration fees and fines related to Code Compliance cases as authorized by The Florida Building Code, Section 109.4.

**Staff Impact:** The Town of Surfside Building Services Inspectors provide the plan review and inspection services that assure life safety and quality of our existing 3427 combined commercial and residential units in addition to ensuring that the existing projects that are adding over 500 more units comply with provisions of the Florida Building Code, Miami-Dade County Ordinances and State Statutes. The recent increase in property values is due, in part, to the expectations created by the quality development projects that are now on-going in the Town of Surfside. The professional services that are provided by our team of inspectors, is an integral and essential part of this success. The cost of funding a private inspection service to provide the volume of work being accomplished would greatly exceed the sum required to remunerate our experienced and skilled team of inspectors.

**Recommendation:** I am requesting the increase of salaries for our Town Inspectors under Personnel Action Form dated 11/14/2014 (attached). Staff recommends a motion to approve a budget adjustment increase in the sum of \$139,000 to the Building Services Department budget for this purpose. Thank you.

  
\_\_\_\_\_  
Department Head  
\_\_\_\_\_  
Town Manager



Town of Surfside  
Construction Projects

<u>Project</u>	<u>Folio Number</u>	<u>Address</u>	<u>Permits</u>	<u>CO</u>	<u>Projected Value</u>	<u>Permit Fee</u>	<u>Paid</u>
Crown of the Ocean	14-2235-007-1160	9501 Collins	Mar 2009	Sep 2014	\$3,700,000	\$68,030	\$86,756
Grand Beach	14-2235-007-0020	9449 Collins	Oct 2011	Dec 2014	\$54,000,000	\$876,388	\$876,388
Young Israel	14-2235-003-1160	9580 Abbott	Jan 2013	Sep 2015	\$5,000,000	\$86,000	\$106,385
Surf Club	14-2235-001-0010						
	14-2235-002-0010	9011 Collins	Sep 2103	Dec 2016	\$114,125,600	\$1,512,138	\$1,512,138
Marriott	14-2235-006-0420	9200 Collins	Apr 2013	Sep 2015	\$20,000,000	\$305,150	\$306,690
Chateau	14-2235-006-0190	9365 Collins	Oct 2013	Jun 2016	\$40,000,000	\$561,829	\$720,413
The Shul	14-2235-007-0250	9540 Collins			\$7,000,000	\$108,829	\$0
							\$3,522,014

## The 2014 Florida Statutes

[Title XXXIII](#)  
REGULATION OF TRADE, COMMERCE,  
INVESTMENTS, AND SOLICITATIONS

[Chapter 553](#)  
BUILDING CONSTRUCTION  
STANDARDS

[View Entire  
Chapter](#)

### 553.80 Enforcement.—

(1) Except as provided in paragraphs (a)-(g), each local government and each legally constituted enforcement district with statutory authority shall regulate building construction and, where authorized in the state agency's enabling legislation, each state agency shall enforce the Florida Building Code required by this part on all public or private buildings, structures, and facilities, unless such responsibility has been delegated to another unit of government pursuant to s. [553.79\(9\)](#).

(a) Construction regulations relating to correctional facilities under the jurisdiction of the Department of Corrections and the Department of Juvenile Justice are to be enforced exclusively by those departments.

(b) Construction regulations relating to elevator equipment under the jurisdiction of the Bureau of Elevators of the Department of Business and Professional Regulation shall be enforced exclusively by that department.

(c) In addition to the requirements of s. [553.79](#) and this section, facilities subject to the provisions of chapter 395 and parts II and VIII of chapter 400 shall have facility plans reviewed and construction surveyed by the state agency authorized to do so under the requirements of chapter 395 and parts II and VIII of chapter 400 and the certification requirements of the Federal Government. Facilities subject to the provisions of part IV of chapter 400 may have facility plans reviewed and shall have construction surveyed by the state agency authorized to do so under the requirements of part IV of chapter 400 and the certification requirements of the Federal Government.

(d) Building plans approved under s. [553.77\(3\)](#) and state-approved manufactured buildings, including buildings manufactured and assembled offsite and not intended for habitation, such as lawn storage buildings and storage sheds, are exempt from local code enforcing agency plan reviews except for provisions of the code relating to erection, assembly, or construction at the site. Erection, assembly, and construction at the site are subject to local permitting and inspections. Lawn storage buildings and storage sheds bearing the insignia of approval of the department are not subject to s. [553.842](#). Such buildings that do not exceed 400 square feet may be delivered and installed without need of a contractor's or specialty license.

(e) Construction regulations governing public schools, state universities, and Florida College System institutions shall be enforced as provided in subsection (6).

(f) The Florida Building Code as it pertains to toll collection facilities under the jurisdiction of the turnpike enterprise of the Department of Transportation shall be enforced exclusively by the turnpike enterprise.

(g) Construction regulations relating to secure mental health treatment facilities under the



jurisdiction of the Department of Children and Families shall be enforced exclusively by the department in conjunction with the Agency for Health Care Administration's review authority under paragraph (c).

The governing bodies of local governments may provide a schedule of fees, as authorized by s. 125.56(2) or s. 166.222 and this section, for the enforcement of the provisions of this part. Such fees shall be used solely for carrying out the local government's responsibilities in enforcing the Florida Building Code. The authority of state enforcing agencies to set fees for enforcement shall be derived from authority existing on July 1, 1998. However, nothing contained in this subsection shall operate to limit such agencies from adjusting their fee schedule in conformance with existing authority.

(2)(a) Any two or more counties or municipalities, or any combination thereof, may, in accordance with the provisions of chapter 163, governing interlocal agreements, form an enforcement district for the purpose of enforcing and administering the provisions of the Florida Building Code. Each district so formed shall be registered with the department on forms to be provided for that purpose. Nothing in this subsection shall be construed to supersede provisions of county charters which preempt municipal authorities respective to building codes.

(b) With respect to evaluation of design professionals' documents, if a local government finds it necessary, in order to enforce compliance with the Florida Building Code and issue a permit, to reject design documents required by the code three or more times for failure to correct a code violation specifically and continuously noted in each rejection, including, but not limited to, egress, fire protection, structural stability, energy, accessibility, lighting, ventilation, electrical, mechanical, plumbing, and gas systems, or other requirements identified by rule of the Florida Building Commission adopted pursuant to chapter 120, the local government shall impose, each time after the third such review the plans are rejected for that code violation, a fee of four times the amount of the proportion of the permit fee attributed to plans review.

(c) With respect to inspections, if a local government finds it necessary, in order to enforce compliance with the Florida Building Code, to conduct any inspection after an initial inspection and one subsequent reinspection of any project or activity for the same code violation specifically and continuously noted in each rejection, including, but not limited to, egress, fire protection, structural stability, energy, accessibility, lighting, ventilation, electrical, mechanical, plumbing, and gas systems, or other requirements identified by rule of the Florida Building Commission adopted pursuant to chapter 120, the local government shall impose a fee of four times the amount of the fee imposed for the initial inspection or first reinspection, whichever is greater, for each such subsequent reinspection.

(3)(a) Each enforcement district shall be governed by a board, the composition of which shall be determined by the affected localities.

(b)1. At its own option, each enforcement district or local enforcement agency may adopt rules granting to the owner of a single-family residence one or more exemptions from the Florida Building Code relating to:

a. Addition, alteration, or repairs performed by the property owner upon his or her own property, provided any addition or alteration shall not exceed 1,000 square feet or the square footage of the primary structure, whichever is less.

b. Addition, alteration, or repairs by a nonowner within a specific cost limitation set by rule, provided the total cost shall not exceed \$5,000 within any 12-month period.

c. Building and inspection fees.



2. However, the exemptions under subparagraph 1. do not apply to single-family residences that are located in mapped flood hazard areas, as defined in the code, unless the enforcement district or local enforcement agency has determined that the work, which is otherwise exempt, does not constitute a substantial improvement, including the repair of substantial damage, of such single-family residences.

3. Each code exemption, as defined in sub-subparagraphs 1.a., b., and c., shall be certified to the local board 10 days prior to implementation and shall only be effective in the territorial jurisdiction of the enforcement district or local enforcement agency implementing it.

(4) When an enforcement district has been formed as provided herein, upon its registration with the department, it shall have the same authority and responsibility with respect to building codes as provided by this part for local governing bodies.

(5) State and regional agencies with special expertise in building code standards and licensing of contractors and design professionals shall provide support to local governments upon request.

(6) Notwithstanding any other law, state universities, Florida College System institutions, and public school districts shall be subject to enforcement of the Florida Building Code under this part.

(a)1. State universities, Florida College System institutions, or public school districts shall conduct plan review and construction inspections to enforce building code compliance for their building projects that are subject to the Florida Building Code. These entities must use personnel or contract providers appropriately certified under part XII of chapter 468 to perform the plan reviews and inspections required by the code. Under these arrangements, the entities are not subject to local government permitting requirements, plans review, and inspection fees. State universities, Florida College System institutions, and public school districts are liable and responsible for all of their buildings, structures, and facilities. This paragraph does not limit the authority of the county, municipality, or code enforcement district to ensure that buildings, structures, and facilities owned by these entities comply with the Florida Building Code or to limit the authority and responsibility of the fire official to conduct firesafety inspections under chapter 633.

2. In order to enforce building code compliance independent of a county or municipality, a state university, Florida College System institution, or public school district may create a board of adjustment and appeal to which a substantially affected party may appeal an interpretation of the Florida Building Code which relates to a specific project. The decisions of this board, or, in its absence, the decision of the building code administrator, may be reviewed under s. 553.775.

(b) If a state university, Florida College System institution, or public school district elects to use a local government's code enforcement offices:

1. Fees charged by counties and municipalities for enforcement of the Florida Building Code on buildings, structures, and facilities of state universities, state colleges, and public school districts may not be more than the actual labor and administrative costs incurred for plans review and inspections to ensure compliance with the code.

2. Counties and municipalities shall expedite building construction permitting, building plans review, and inspections of projects of state universities, Florida College System institutions, and public schools that are subject to the Florida Building Code according to guidelines established by the Florida Building Commission.

3. A party substantially affected by an interpretation of the Florida Building Code by the local government's code enforcement offices may appeal the interpretation to the local government's board of adjustment and appeal or to the commission under s. 553.775 if no local board exists. The decision of a local board is reviewable in accordance with s. 553.775.



(c) The Florida Building Commission and code enforcement jurisdictions shall consider balancing code criteria and enforcement to unique functions, where they occur, of research institutions by application of performance criteria in lieu of prescriptive criteria.

(d) School boards, Florida College System institution boards, and state universities may use annual facility maintenance permits to facilitate routine maintenance, emergency repairs, building refurbishment, and minor renovations of systems or equipment. The amount expended for maintenance projects may not exceed \$200,000 per project. A facility maintenance permit is valid for 1 year. A detailed log of alterations and inspections must be maintained and annually submitted to the building official. The building official retains the right to make inspections at the facility site as he or she considers necessary. Code compliance must be provided upon notification by the building official. If a pattern of code violations is found, the building official may withhold the issuance of future annual facility maintenance permits.

This part may not be construed to authorize counties, municipalities, or code enforcement districts to conduct any permitting, plans review, or inspections not covered by the Florida Building Code. Any actions by counties or municipalities not in compliance with this part may be appealed to the Florida Building Commission. The commission, upon a determination that actions not in compliance with this part have delayed permitting or construction, may suspend the authority of a county, municipality, or code enforcement district to enforce the Florida Building Code on the buildings, structures, or facilities of a state university, Florida College System institution, or public school district and provide for code enforcement at the expense of the state university, Florida College System institution, or public school district.

(7) The governing bodies of local governments may provide a schedule of reasonable fees, as authorized by s. 125.56(2) or s. 166.222 and this section, for enforcing this part. These fees, and any fines or investment earnings related to the fees, shall be used solely for carrying out the local government's responsibilities in enforcing the Florida Building Code. When providing a schedule of reasonable fees, the total estimated annual revenue derived from fees, and the fines and investment earnings related to the fees, may not exceed the total estimated annual costs of allowable activities. Any unexpended balances shall be carried forward to future years for allowable activities or shall be refunded at the discretion of the local government. The basis for a fee structure for allowable activities shall relate to the level of service provided by the local government and shall include consideration for refunding fees due to reduced services based on services provided as prescribed by s. 553.791, but not provided by the local government. Fees charged shall be consistently applied.

(a) As used in this subsection, the phrase "enforcing the Florida Building Code" includes the direct costs and reasonable indirect costs associated with review of building plans, building inspections, reinspections, and building permit processing; building code enforcement; and fire inspections associated with new construction. The phrase may also include training costs associated with the enforcement of the Florida Building Code and enforcement action pertaining to unlicensed contractor activity to the extent not funded by other user fees.

(b) The following activities may not be funded with fees adopted for enforcing the Florida Building Code:

1. Planning and zoning or other general government activities.
2. Inspections of public buildings for a reduced fee or no fee.
3. Public information requests, community functions, boards, and any program not directly related

to enforcement of the Florida Building Code.

4. Enforcement and implementation of any other local ordinance, excluding validly adopted local amendments to the Florida Building Code and excluding any local ordinance directly related to enforcing the Florida Building Code as defined in paragraph (a).

(c) A local government shall use recognized management, accounting, and oversight practices to ensure that fees, fines, and investment earnings generated under this subsection are maintained and allocated or used solely for the purposes described in paragraph (a).

(8) The Department of Agriculture and Consumer Services is not subject to local government permitting requirements, plan review, or inspection fees for agricultural structures, such as equipment storage sheds and pole barns that are not used by the public.

**History.**—s. 11, ch. 74-167; s. 3, ch. 75-111; s. 5, ch. 77-365; s. 3, ch. 85-97; s. 805, ch. 97-103; ss. 50, 51, ch. 98-287; ss. 85, 86, ch. 2000-141; ss. 34, 35, ch. 2001-186; ss. 3, 4, ch. 2001-372; s. 87, ch. 2002-1; s. 27, ch. 2002-20; s. 12, ch. 2005-147; s. 64, ch. 2006-1; s. 15, ch. 2008-191; s. 37, ch. 2010-176; s. 127, ch. 2014-17; s. 276, ch. 2014-19; s. 23, ch. 2014-154.

2011 Florida Statutes

Title XI

COUNTY ORGANIZATION AND INTERGOVERNMENTAL RELATIONS Chapter 125

COUNTY GOVERNMENT

SECTION 56

Enforcement and amendment of the Florida Building Code and the Florida Fire Prevention Code inspection fees inspectors etc.125.56 Enforcement and amendment of the Florida Building Code and the Florida Fire Prevention Code; inspection fees; inspectors; etc.—

(1) The board of county commissioners of each of the several counties of the state is authorized to enforce the Florida Building Code and the Florida Fire Prevention Code, as provided in ss. 553.80, 633.022, and 633.025, and, at its discretion, to adopt local technical amendments to the Florida Building Code, pursuant to s. 553.73(4)(b) and (c) and local technical amendments to the Florida Fire Prevention Code, pursuant to s. 633.0215, to provide for the safe construction, erection, alteration, repair, securing, and demolition of any building within its territory outside the corporate limits of any municipality. Upon a determination to consider amending the Florida Building Code or the Florida Fire Prevention Code by a majority of the members of the board of county commissioners of such county, the board shall call a public hearing and comply with the public notice requirements of s. 125.66(2). The board shall hear all interested parties at the public hearing and may then amend the building code or the fire code consistent with the terms and purposes of this act. Upon adoption, an amendment to the code shall be in full force and effect throughout the unincorporated area of such county until otherwise notified by the Florida Building Commission pursuant to s. 553.73 or the State Fire Marshal pursuant to s. 633.0215. Nothing herein contained shall be construed to prevent the board of county commissioners from repealing such amendment to the building code or the fire code at any regular meeting of such board.

(2) The board of county commissioners of each of the several counties may provide a schedule of reasonable inspection fees in order to defer the costs of inspection and enforcement of the provisions of this act, and of the Florida Building Code and the Florida Fire Prevention Code.

(3) The board of county commissioners of each of the several counties may employ a building code inspector and such other personnel as it deems necessary to carry out the provisions of this act and may pay reasonable salaries for such services.

(4) After adoption of the Florida Building Code by the Florida Building Commission or the Florida Fire Prevention Code by the State Fire Marshal, or amendment of the building code or the fire code as herein provided, it shall be unlawful for any person, firm, or corporation to construct, erect, alter, repair, secure, or demolish any building within the territory embraced by the terms of this act without first obtaining a permit therefor from the appropriate board of county commissioners, or from such persons as may by resolution be directed to issue such permits, upon the payment of such reasonable fees as shall be set forth in the schedule of fees adopted by the board; the board is hereby empowered to revoke any such permit upon a determination by the board that the construction, erection, alteration, repair, securing, or demolition of the building for which the permit was issued is in violation of or not in conformity with the building code or the fire code.

(5) Any person, firm, or corporation that violates any of the provisions of this section or of the Florida Building Code or the Florida Fire Prevention Code is guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

History.—ss. 1-5, 7, 8, ch. 63-290; s. 3, ch. 71-14; s. 76, ch. 71-136; s. 1, ch. 83-160; s. 5, ch. 90-279; s. 1, ch. 95-310; s. 3, ch. 2000-141; s. 24, ch. 2000-372; s. 34, ch. 2001-186; s. 3, ch. 2001-372.

2014 Florida Statutes

Title XII

MUNICIPALITIES

Chapter 166

MUNICIPALITIES

SECTION 222

**Building code inspection fees.**166.222 **Building code inspection fees.**—The governing body of a municipality may provide a schedule of reasonable inspection fees in order to defer the costs of inspection and enforcement of the provisions of its building code.

**History.**—s. 2, ch. 83-160.





## TOWN OF SURFSIDE DISCUSSION ITEM

**From:** Commissioner Michael Karukin

**Agenda Item #** 9D

**Agenda Date:** April 14, 2015

**Subject:** Zoning in Progress – Corridor Analysis 94<sup>th</sup> Street to 88<sup>th</sup> Street

**Background:** The Town's Planning and Zoning staff has indicated there is growing development interest in the corridor between Collins and Harding from 94th Street to 88th Street. The first phase of the Town's Corridor Analysis has indicated that the property records show these lots are being assembled for development or have potential for aggregation. After hearing these results, the Planning and Zoning Board directed staff to prepare two case studies, one of which will be the basis for new zoning code regulations. These case studies suggest limitations on lengths of properties, height modifications and increases in setbacks. Although the values are different in each scenario, the concept is the same: reducing the size of potential new development.

The address the situation of potential new development that is inconsistent with proposed zoning changes, the Town incorporates "zoning in progress" regulations at Sec. 90-6 of the zoning code. The "Zoning in progress" doctrine generally allows the Town to temporarily "pause" the processing of applications for new development while new zoning regulations are being prepared for adoption, if the new development will be affected by the anticipated changes in zoning regulations, Zoning in progress, for example, will stop the review of any site plan application within this corridor until the Corridor Analysis code modifications are adopted or three months from now, whichever occurs first.

**Recommendation:** Direct the Town Clerk to publish a Zoning in Progress Notice as provided in Section 90-6 "Zoning in Progress" of the zoning code, in order to apply a hold on the processing of development applications that are submitted to the Town after the date of the publication of the Notice. Provided, however, that the Notice shall not apply to any pending applications for development approvals which have been determined to be complete applications as of the date of the Notice of Zoning in Progress.





## Town of Surfside Commission Communication

**Agenda Item #:** 9E

**Agenda Date:** April 14, 2015

**Subject:** Traffic Management Plan

**Background:** A plan of action has been developed with the support of area residents to address the public safety matters related to vehicular traffic in the single family residential areas. After lengthy reviews of documented traffic studies, analysis and temporary measures, the following actions will take place:

90 Street & Byron Avenue will be closed to northbound vehicular traffic. A landscaped concrete curb will be installed on the north side of the intersection of 90 Street & Byron Avenue allowing pedestrian, special needs and bicyclist's access only. The 9000 block of Byron Avenue will become a dead end street with vehicular access from the north / 91 Street. 18 of the 18 residents who live on this block are in favor of the closing.

94 Street & Byron Avenue will be closed to southbound vehicular traffic. A landscaped concrete curb will be installed on the south side of the intersection of 94 Street & Byron Avenue allowing pedestrian, special needs and bicyclist's access only. The 9300 block of Byron Avenue will become a dead end street with vehicular access from the south / 93 Street. 13 residents are in favor of the change, 3 are not, and 3 did not respond of the 19 who live on this block.

The traffic circle in the intersection of 95 Street & Byron Avenue will be removed. That intersection will be a three way stop intersection.

The 9500 block of Byron Avenue will be enhanced by the addition of four landscaped concrete curb extensions, two at the beginning of the block (North side of intersection at 95 Street & Byron Avenue) and two more at mid-block. The curb extensions will better delineate a single northbound vehicle lane. This feature will make it easier and safer for those exiting residential driveways in the block. The 16 of the 20 residents living at these locations are in favor of the enhancements. We did not get a response from the other four.

There will be speed calming tables installed at the following locations:

- 88 Street, west of Garland Avenue

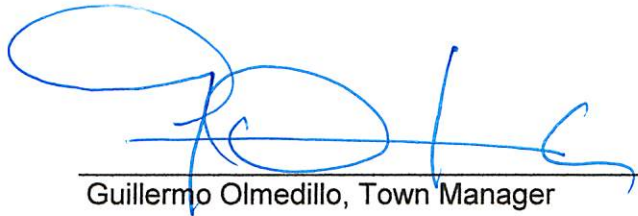
- 91 Street & Abbott Avenue
- 9500 block of Byron Avenue (Mid-block)

**Budget Impact:** Approximately \$25,000 in funds from the Miami-Dade County Citizens Independent Transportation Trust.

**Recommendation:** Town staff recommends that the Town Commission provide direction to a more permanent solution to address this public safety issue and vehicular traffic concern.



David Allen, Chief of Police



Guillermo Olmedillo, Town Manager