



**Town of Surfside
Town Commission Meeting
AGENDA**

**December 9, 2014
7 p.m.**

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

1. Opening

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

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 - 15**
November 6, 2014 Special Town Commission Meeting
November 18, 2014 Regular Town Commission Meeting
- B. Budget to Actual Summary as of September 30, 2014** – Donald Nelson, Finance Director **Page 16 - 19**
- *C. Town Manager’s Report** – John Di Censo, Interim Town Manager **Page 20 - 31**
- *D. Town Attorney’s Report** – Linda Miller, Town Attorney **Page 32 - 35**
- *E. Projects Progress Report** – Calvin, Giordano and Associates, Inc. **Page 36 - 37**
- F. Committee Reports** – John Di Censo, Interim Town Manager **Page 38 - 41**

- September 22, 2014 Parks and Recreation Committee Minutes

- G. Approve Resolution to Amend Miami-Dade County Inter-local Agreement for Maintenance of the Bus Shelters** – Joseph Kroll, Public Works Director **Page 42 – 55**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AMENDMENT NUMBER ONE TO THE INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE TRANSIT AGENCY AND THE TOWN OF SURFSIDE TO ASSIGN THE TOWN ALL MAINTENANCE RESPONSIBILITIES FOR THREE (3) BUS SHELTERS; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- H. Certification of Charter Amendments Election Results- November 4, 2014** – Sandra Novoa, CMC, Town Clerk **Page 56 - 64**

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA, ADOPTING THE CERTIFICATE OF THE RESULTS OF THE NOVEMBER 4, 2014 SPECIAL ELECTION FOR THE TOWN OF SURFSIDE, AND DECLARING RESULTS THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE.

4. Ordinances

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

A. Second Readings (Ordinances and Public Hearing)

1. 10% Windows for Each Story – Sarah Sinatra, Town Planner Page 65 - 69

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 “ZONING”, AND SPECIFICALLY AMENDING SECTION 90-50 “ARCHITECTURE AND ROOF DECKS” TO MODIFY THE CODE TO REQUIRE A 10% WINDOWS PER FAÇADE OF A SINGLE FAMILY HOME PER STORY; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

2. Single Family District Paint Colors – Sarah Sinatra, Town Planner Page 70 - 74

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 “ZONING”, AND SPECIFICALLY AMENDING SECTION 90-50 “ARCHITECTURE AND ROOF DECKS” TO LIMIT THE PERMITTED COLORS IN THE H30A AND H30B ZONING DISTRICTS TO THE FOUR LIGHTEST COLORS ON A COLOR SWATCH; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

3. Ordinance Amending Section 2-235 “Lobbying” – Sandra Novoa, CMC, Town Clerk Page 75 - 79

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING SECTION 2-235 “LOBBYING”; CLARIFYING THE DEFINITION OF A LOBBYIST; SPECIFICALLY AMENDING SECTION 2-235 (2) “LOBBYIST REGISTRATION, FEES, RENEWAL AND WITHDRAWAL”; REQUIRING ALL LOBBYIST WITHIN THE SAME FIRM WHO REPRESENT THE SAME PRINCIPAL TO REGISTER, PAY FEE AND FILE EXPENDITURE REPORT; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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

B. First Reading Ordinances

5. Resolutions and Proclamations

(Set for approximately N/A p.m.) (Note: Depends upon length of Good and Welfare)

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

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

7. Town Manager and Town Attorney Reports

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

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

8. Unfinished Business and New Business

9. Mayor, Commission and Staff Communications

A. Solid Waste Rates – Donald Nelson, Finance Director/Joseph Kroll, Public Works Director **Page 80 - 100**

B. Harding Avenue Business District Bench Sponsorship – Duncan Tavares, TEDACS Director **Page 101 - 109**

C. Bal Harbour Village Sanitary Sewer Force Main – Donald Nelson, Finance Director **Page 110 - 165**

D. Lot Coverage – Commissioner Barry Cohen **Page 166 - 168**

E. Employee Morale – John Di Censo, Interim Town Manager [*Linked to Town Manager's Report Item 28*] **Page 169 -171**

F. Parking Solution – John Di Censo, Interim Town Manager **Page 172**

G. Sand Results – John Di Censo, Interim Town Manager [*To be delivered separately*]

H. Traffic Signal Proposal – 91 Street and Collins Avenue – David Allen, Chief of Police **Page 173**

I. 94th Street/Grand Beach Milling/Resurfacing (Verbal) – Joseph Kroll, Public Works Director

10. Adjournment

Respectfully submitted,



John Di Censo
Interim Town Manager

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

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

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

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

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



**Town of Surfside
Special Town Commission Meeting
MINUTES
November 6, 2014
7 p.m.**

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

1. Opening

A. Call to Order

Mayor Dietch called the meeting to order at 7:04 P.M.

B. Roll Call of Members

Town Clerk Sandra Novoa called the roll with the following members present: Mayor Dietch, Commissioner Karukin, Commissioner Olchyk and Commissioner Cohen. Vice Mayor Tourgeman was absent. As a point of order Mayor Dietch acknowledged former Commissioner Mark Blumstein and asked him to lead us in the Pledge of Allegiance.

C. Pledge of Allegiance

Former Commissioner Blumstein led the Pledge of Allegiance

2. First Reading Ordinances

A. Medical Marijuana Ordinance – Sarah Sinatra, Town Planner

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA RELATING TO MEDICAL MARIJUANA FACILITIES FOR MEDICAL USE ONLY; AMENDING CHAPTER 90 “ZONING” BY AMENDING “DEFINITIONS”; SPECIFICALLY AMENDING SECTION 90-23 “CONDITIONAL USES”; SECTION 90-41 “TABLE- REGULATED USES”; CREATING SECTION 90-41.2 “MEDICAL MARIJUANA FACILITIES”; SPECIFICALLY AMENDING SECTION 90-77 “OFF-STREET PARKING REQUIREMENTS”; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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

3. Resolutions and Proclamations

A. Resolution Approving CGA Work Authorization No. 88 – Michael P. Crotty, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA (“TOWN”) APPROVING CALVIN-GIORDANO & ASSOCIATES, INC. (CGA) WORK AUTHORIZATION NO. 88 (CREATE ZONING CRITERIA INCLUDING MID-BLOCK WALKWAYS AND OPEN SPACE, CGA PROPOSAL NO. 14-7020) IN A TOTAL AMOUNT NOT TO EXCEED \$ 54,998.59 FROM THE GENERAL FUND, FY2014/2015 ACCOUNT NO. 001-2000-524-31-10; PROVIDING FOR AUTHORIZATION; PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Crotty presented the resolution.

Commissioner Olchyk said she is in favor of doing the study but is against spending a lot of money in doing so. She previously had suggested the town find other ways which may be less costly and said there will be other studies done, one by the Chateau. Manager Crotty responded and said they looked into reducing the costs and asked Town Planner Sarah Sinatra to give more details on cutting costs. Commissioner Karukin spoke in support of CGA doing the project as they know the town very well and is not in favor of going out to bid as Commissioner Olchyk suggested.

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

B. Tourist Mobile App – Duncan Tavares, TEDACS Director

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AND AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH PROSPORT ENTERTAINMENT, LLC, D/B/A SHFT MOBILE TECHNOLOGIES (“SHFT MOBILE”) AND THE TOWN OF SURFSIDE FOR THE DESIGN AND DEVELOPMENT OF THE TOWN’S TOURISM MOBILE APPLICATION PLATFORM (“TOURISM MOBILE APP”) REAFFIRMING THE RESORT TAX BOARD EXPENDITURE OF \$10,800.00 FROM THE FY2014/2015 RESORT TAX FUND ACCOUNT NO. 102-8000-552-48-10 FOR MAINTENANCE, SERVICING AND

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

Town Manager Crotty presented the item.

There was some discussion as to whether other vendors were looked into. Public Speaker Barbara Cohen spoke and said the Tourist Board was unanimous in its decision. Mayor Dietch asked the Town Attorney to make sure the town is protected in the agreement and has the leverage to approve or disapprove any advertisement. Commissioner Karukin also asked about severability and the Town Attorney said we could sever the agreement.

Commissioner Karukin made a motion to approve and the motion received a second from Commissioner Cohen. All voted in favor with Vice Mayor Tourgeman absent.

4. Mayor, Commission and Staff Communications

A. Town Manager Recruitment Update – Colin Baenziger & Associates

Mayor Dietch said they have the opportunity for an Interim Town Manager by bringing in former Chief of Police John Di Censo. Mr. Di Censo said he would be willing to come for three months on a temporary basis. Commissioner Olchyk spoke very highly of Mr. Di Censo and said this originally was her idea. However since her original suggestion things have changed and feels we should not have to spend additional money as there may only be a 2-4 week transition period. She also stated that Police Chief Allen has now hired a new Captain with very high qualifications. Mayor Dietch said the transition period may take as long as three months and hiring Mr. Di Censo would be cost effective as the agreed salary is \$12,000 monthly. Commissioner Karukin and Commissioner Cohen were in favor of Mr. Di Censo.

Commissioner Cohen made a motion to approve and the motion received a second from Commissioner Karukin. All voted in favor with Vice Mayor Tourgeman absent.

B. ERP Resolution – Town Manager Crotty presented the item. He said they were disappointed in the number of bids that came in and that staff is recommending that the Commission reject the bids and re-advertise. Manager Crotty said this will be a key action item next year for the new town manager.

Commissioner Karukin made a motion to reject the bids and re-advertise. The motion received a second from Commissioner Olchyk and all voted in favor with Vice Mayor Tourgeman absent.

C. Seawall Replacement – Chris Giordano from CGA presented the item. He presented five options with varying prices with the fifth option within the town's budget. Members of the Commission had several questions which Mr. Giordano addressed.

Contacting FIND with the town's intentions were mentioned.

Commissioner Karukin made a motion to accept Option 5, contacting FIND and the remaining walls defined as moderate and minor be part of the plan for the next fiscal year. The motion received a second from Commissioner Olchyk. The motion carried 3-1 with Commissioner Cohen voting in opposition. Vice Mayor Tourgeman was absent.

D. 94th Street End Project – Town Manager Crotty presented the item.

Commissioner Karukin made a motion to approve the October 31, 2014 memo from the Public Works Director with the final resolution agreement brought to the November 18, 2014 Commission Meeting. The motion received a second from Commissioner Cohen. All voted in favor with Vice Mayor Tourgeman absent.

E. Town Attorney Linda Miller Evaluation – Mayor Daniel Dietch

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

Mayor Dietch called Public Speaker Louis Cohen. Mr. Cohen wanted to thank Town Attorney Miller for bringing the seven amendments from the Charter Review Board to the ballot as she did a very good job. Commissioner Karukin thanked Mr. Cohen for chairing the committee and all his hard work.

Town Manager Crotty spoke and said the past few months since he announced his resignation have been very challenging and he greatly appreciated the support he has gotten from the Commission. He said the Commission's action here this evening will greatly please his wife.

4. Adjournment

The meeting adjourned at 8:10 p.m.

Accepted this _____ day of _____, 2014

Daniel Dietch, Mayor

Attest:

Sandra Novoa, CMC
Town Clerk



**Town of Surfside
Town Commission Meeting
MINUTES
November 18, 2014
7 p.m.**

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

1. Opening

A. Call to Order

Vice Mayor Eli Tourgeman called the meeting to order at 7:02 p.m.

B. Roll Call of Members

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

C. Pledge of Allegiance

Police Captain Julio Yero led the Pledge of Allegiance.

D. Mayor and Commission Remarks – Vice Mayor Eli Tourgeman

Commissioner Cohen asked for a moment of silence in recognition for our great country, its citizens and those who have lost their lives.

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

Town Manager Crotty asked to withdraw Item 9A Solid Waste Rates and Item 9C Bal Harbour Village Sanitary Sewer Force Main and present at next Commission Meeting. Commissioner Karukin made a motion to accept. The motion received a second from Commissioner Cohen and all voted in favor with Mayor Dietch absent.

Commissioner Cohen asked to defer Item 9D Request to Increase Lot Coverage Percentage. Commissioner Karukin made a motion to accept. The motion received a second from Commissioner Cohen and all voted in favor with Mayor Dietch absent.

Vice Mayor Tourgeman asked to defer Item 9B Harding Avenue Business District Bench Sponsorship. Commissioner Karukin made a motion to accept. The motion received a second from Commissioner Cohen and all voted in favor with Mayor Dietch absent.

F. Community Notes – Vice Mayor Eli Tourgeman

Vice Mayor Tourgeman announced the upcoming community events which can be found on the Town's website. He also announced that utility bills can now be paid on line.

2. **Quasi-Judicial Hearings**

Vice Mayor Tourgeman read the guidelines.

Town Attorney Linda Miller asked the Town Commission if anyone had ex-parte communications with the Applicant or any objector. All members of the Commission said they had no ex-parte communications.

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

A. **801- 88th Street Variance** – Sarah Sinatra, Town Planner **Page 1-18**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN SURFSIDE, FLORIDA CONSIDERING THE APPLICATION OF 801-88th STREET TO PERMIT A VARIANCE FROM THE REQUIREMENTS OF SECTION 90-54.5 OF THE TOWN OF SURFSIDE CODE OF ORDINANCES; TO CONNECT A DETACHED GARAGE TO THE HOME TO ALLOW THE EXISTING SINGLE FAMILY HOME TO CONVERT THE GARAGE TO ADDITIONAL LIVING SPACE; PROVIDING FOR RECOMMENDATION OF APPROVAL; PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Sandra Novoa read the title of the resolution.

Town Planner Sinatra presented the item and said they received a letter of support from a neighbor of the variance. Staff is recommending approval.

Applicant Ari Sklar gave a visual presentation showing views of the house and the proposed changes being planned.

Vice Mayor Tourgeman opened the public hearings.

Terry Cohen spoke in support of the item.

No one else wishing to speak Vice Mayor Tourgeman closed the public hearings.

Commissioner Karukin asked if this item was in conflict with agenda Item 9D regarding lot sizes. Town Planner Sinatra replied and said the proposed changes to the house are in compliance.

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

3. Consent Agenda

Pulled Items:

Commissioner Karukin pulled Item 17 and Item 18 –FEMA and Item J – Cell Phone Donation Program.

Commissioner Olchyk pulled Item 23 – Beach Management Agreement

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

A. Minutes – Sandra Novoa, CMC, Town Clerk

October 14, 2014 Regular Commission Meeting

B. Budget to Actual Summary as of August 30, 2014 – Donald Nelson, Finance Director

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

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

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

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

- September 30, 2014 Planning and Zoning Board Meeting Minutes

G. Expenditure of Forfeiture Funds for Fiscal Year 2014-2015 – David Allen, Chief of Police

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 \$83,300.00 FROM THE FORFEITURE FUND TO SUPPORT CRIME PREVENTION INITIATIVES, COMMUNITY-BASED PROGRAMS AND LAW ENFORCEMENT EQUIPMENT; PROVIDING FOR AUTHORIZATION AND APPROVAL; PROVIDING FOR AN EFFECTIVE DATE.

Approved on consent.

H. Mutual Aid Agreement between the Village of Indian Creek Public Safety Department and the Town of Surfside Police Department – David Allen, Chief of Police

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA ACKNOWLEDGING THE MUTUAL AID AGREEMENT BETWEEN THE TOWN OF SURFSIDE POLICE DEPARTMENT AND THE VILLAGE OF INDIAN CREEK PUBLIC SAFETY 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.

I. Mutual Aid Agreement between the City of Miami Beach Police Department and the Town of Surfside Police Department- David Allen, Chief of Police

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA ACKNOWLEDGING THE VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT BETWEEN THE TOWN OF SURFSIDE, FLORIDA AND THE CITY OF MIAMI BEACH, 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.

J. Mutual Aid Agreement between the Village of Miami Shores Police Department and the Town of Surfside Police Department – David Allen, Chief of Police

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA ACKNOWLEDGING THE MUTUAL AID AGREEMENT BETWEEN THE TOWN OF SURFSIDE, FLORIDA AND THE MIAMI SHORES VILLAGE, 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.

Pulled Items:

-Commissioner Karukin pulled Item 17 and Item 18 –FEMA. Building Official Ross Prieto gave an update on the item and said there is a tentative verification date for mid February.

-Commissioner Olchyk pulled Item 23 – Beach Management Agreement. Town Manager Crotty gave an update on the item.

-Commissioner Karukin pulled Item J – Cell Phone Donation Program. Commissioner Karukin gave information on this new program.

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

4. Ordinances

A. Second Readings (Ordinances and Public Hearing)

- 1. An Ordinance Amending Town Code Section 90-52 “Required Clearances” and Striking Town Code Section 90-92 “Sight Triangles and Clearances” – Joe Damien, Code Compliance Director**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 “ZONING” AMENDING CODE SECTION 90-52 “REQUIRED CLEARANCES” AND STRIKING CODE SECTION 90-92 “SIGHT TRIANGLES AND CLEARANCES”; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Sandra Novoa read the title of the ordinance.

Commissioner Karukin made a motion for discussion purposes. The motion received a second from Commissioner Cohen and all voted in favor with Mayor Dietch absent.

Commissioner Karukin asked if the staff had a recommendation for the ordinance. Town Manager Crotty said staff worked with the recommendations of the Commission and this was approved at first reading.

Vice Mayor Tourgeman opened the public hearings. No one wishing to speak Vice Mayor Tourgeman closed the public hearings.

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

(Set for approximately 9:00 p.m.) (Note: Good and Welfare must begin at 8:15)

B. First Reading Ordinances

1. 10% Windows for Each Story – Sarah Sinatra, Town Planner

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 “ZONING”, AND SPECIFICALLY AMENDING SECTION 90-50 “ARCHITECTURE AND ROOF DECKS” TO MODIFY THE CODE TO REQUIRE A 10% WINDOWS PER FAÇADE OF A SINGLE FAMILY HOME PER STORY; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Sandra Novoa read the title of the ordinance.

Commissioner Cohen made a motion for discussion purposes. The motion received a second from Commissioner Karukin and all voted in favor with Mayor Dietch absent.

Town Planner Sinatra explained the ordinance and why this ordinance was presented. Commissioner Karukin had some questions and Ms. Sinatra was able to address them satisfactorily.

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

2. Single Family District Paint Colors – Sarah Sinatra, Town Planner

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 “ZONING”, AND SPECIFICALLY AMENDING SECTION 90-50 “ARCHITECTURE AND ROOF DECKS” TO LIMIT THE PERMITTED COLORS IN THE H30A AND H30B ZONING DISTRICTS TO THE FOUR LIGHTEST COLORS ON A COLOR SWATCH; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Sandra Novoa read the title of the ordinance.

Commissioner Karukin was not supportive of the ordinance as it limits a homeowner as to paint colors. Vice Mayor Tourgeman explained there is a paint palate which does give options. Town Planner Sinatra further explained the paint palate. Commissioner Cohen suggested that color selection go before the Design and Review Board and not the Town Manager.

Commissioner Cohen made a motion to approve. The motion received a second from Commissioner Olchyk. Commissioner Karukin made a friendly amendment that the Design and Review Board approve the color. Commissioner Cohen accepted the friendly amendment and all voted in favor with Mayor Dietch absent.

3. Ordinance Amending Section 2-235 “Lobbying” – Sandra Novoa, CMC, Town Clerk

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING SECTION 2-235 “LOBBYING”; CLARIFYING THE DEFINITION OF A LOBBYIST; SPECIFICALLY AMENDING SECTION 2-235 (2) “LOBBYIST REGISTRATION, FEES, RENEWAL AND WITHDRAWAL”; REQUIRING ALL LOBBYIST WITHIN THE SAME FIRM WHO REPRESENT THE SAME PRINCIPAL TO REGISTER, PAY FEE AND FILE EXPENDITURE REPORT; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Sandra Novoa read the title of the ordinance.

Commissioner Olchyk made a motion for discussion purposes. The motion received a second from Commissioner Cohen and all voted in favor with Mayor Dietch absent.

Vice Mayor Tourgeman explained the ordinance and why it was being presented.

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

5. Resolutions and Proclamations

- A. A Resolution Strongly Urging the Miami Dade County Historic Preservation Board (“Board”) to Grant a Six Month Deferral for Designation of Any and All Properties in the Town of Surfside as Historic Structures or Districts – Vice Mayor Tourgeman**

A RESOLUTION OF THE TOWN OF SURFSIDE STRONGLY URGING THE MIAMI-DADE COUNTY HISTORIC PRESERVATION BOARD (“BOARD”) TO GRANT A SIX MONTH DEFERRAL FOR DESIGNATION OF ANY AND ALL PROPERTIES IN THE TOWN OF SURFSIDE AS HISTORIC STRUCTURES OR DISTRICTS; TO ALLOW THE TOWN TIME TO PREPARE CRITERIA TO HELP GUIDE FUTURE DEVELOPMENT INTO THE DESIRED DEVELOPMENT PATTERN AND TO ANALYZE AND TO STUDY THE IMPACT TO THE TOWN; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Sandra Novoa read the title of the ordinance.

Commissioner Karukin made a motion for discussion purposes. The motion received a second from Commissioner Olchyk and all voted in favor with Mayor Dietch absent.

Commissioner Karukin said he had asked for a corridor analysis and if six months would be enough time to get it done. Town Planner Sinatra said it was.

Vice Mayor Tourgeman opened the public hearings:

-Annamarie Kelly Stoppa spoke on the issue and Home Rule and the town’s rights and asked the Commission to not approve the ordinance.

-Steven Norris said he had over 200 signatures to save the seaway buildings and asks to not approve the ordinance and said the demolition permit was invalid.

-Tina Paul said she had send emails to the Commission and no one has responded. She has set up a website and asks residents to go on line and sign the petition to stop the demolition.

-Terry Cohen suggests the town create a Historic Preservation Committee to study and preserve some of its buildings and keep its history.

-Steve Karam said the Seaway Villas in its present condition is unsafe. He said Patricia Cohen and Steven Norris want it to be preserved in its current condition. Mr. Karam said that Patricia Cohen is being investigated by the Assistant State Attorney and Steven Norris has used the villas to extort monies from the buyers.

-Faith Doyle spoke about the Seaway Villas and that residents there will be voicing their opinion in opposition at the Historic Preservation Board Meeting tomorrow evening.

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

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

Vice Mayor Tourgeman directed Town Planner Sinatra and Town Attorney Miller to deliver the resolution to the Historic Preservation Board at their meeting tomorrow night. Members of the Commission were in agreement.

6. Good and Welfare

Vice Mayor Tourgeman opened the meeting to Good and Welfare.

Public Speakers:

-George Kousoulas spoke about the placement of sand below the mean high/low water line.

-Monica Grandeze was very pleased with holiday decorations. She also spoke about the beach and what Mr. Platt had stated. She would like to see a permanent Beach Committee.

-Barbara Cohen spoke about the holiday lights along Harding Avenue and said it was fabulous.

-Steven Parker said the entrance to the beach on 95th Street was very well done. He spoke regarding the various sites being looked at for a parking facility and feels the Post Office lot is the best option.

-Jeffery Platt spoke about the beach and the leveling of it and now the white sand has been covered with the darker sand. He also spoke about the debris on the beach. He also said the Grand Beach Hotel served alcohol on the beach as well as setting up their lounges and umbrellas beyond their property line and taking space from the general public. He also objects to dogs on the beach and the owners not cited.

-Lou Cohen asked that the rates for waste disposal be leveled off as they are increasing too much. He also asked what the policy was for trash dumpsters.

-Larisa Alonso asked the Commission to reconsider the ordinance regarding utility storage sheds and to allow for larger sheds.

-Steven Norris expressed his objection at the referral of the properties between 90-91st Streets as "dumps." This was stated at a previous Commission Meeting. He also defended the name of Vice Mayor Barbara Cohen of Bal Harbour.

-Terry Cohen would like more dog stations in the town.

Commissioner Olchyk wanted to acknowledge two members of the community who attended the meeting as they wished to speak on recycling and fee structure. She explained the item has been deferred to the next meeting as the Finance Director was unable to attend the meeting and he was present it.

Commissioner Olchyk also said regarding the beach and lounges that they have been working on this issue but with little results from the State and County.

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

7. Town Manager and Town Attorney Reports

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

8. Unfinished Business and New Business

9. Mayor, Commission and Staff Communications

- A. Solid Waste Rates** – Donald Nelson, Finance Director/Joseph Kroll, Public Works Director (withdrawn)
- B. Harding Avenue Business District Bench Sponsorship** – Duncan Tavares, TEDACS Director (deferred)
- C. Bal Harbour Village Sanitary Sewer Force Main** – Donald Nelson, Finance Director (withdrawn)
- D. Request to Increase Lot Coverage Percentage** – Commissioner Barry Cohen (deferred)
- E. Possible dates for a rescheduled Joint Meeting of the Town Commission and Tourist Board** – Duncan Tavares, TEDACS Director
A tentative date of February 2, 2015 at 7:00 p.m. was scheduled.
- F. Status Update on Beach Related Items** – Michael P. Crotty, Town Manager
Manager Crotty gave an update on the item and said they still have not received the results of the sand testing. In October the town signed an agreement with Land Science and it took about ten days to negotiate the contract. The samples were taken on October 31st and Lab Science expected to receive the results from the testing lab last week. It was indicated it would take about four working days to prepare their analytical review of the test results. As stated we have not received the results and staff is taking an “arms length” approach on the issue as to not influence them in any way. The report is expected in the very near future.
Another issue is the Chateau and what are they going to do with the sand. They have a CCCL permit which allows them to place the sand on the beach from 94th Street south into Miami Beach. We have been working with them to address this to the satisfaction of the town and its residents and consistent with the recommendations of the Sand Committee to place the excavated sand into the dunes if it meets the testing protocol. They have a meeting later this week to work out a solution that if any sand is to be placed in Surfside it would be in the dunes. The Chateau is also requesting two proposals one possibly from Land Science and one from Terracon to test their materials. The town is working with them and the citizens will have the results of the sand testing and what the Chateau will be doing with their sand.

**G. Donation in the amount of \$500 to Ruth K. Broad Carnival Ride –
Michael P. Crotty, Town Manager**

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

Vice Mayor Tourgeman acknowledged Town Manager Crotty and said this was his last Commission Meeting. He said it was a pleasure working with him and thanked him for his dedication and service to the town and wished him well.

Commissioner Olchyk said that although they may have had disagreements she will always remember Mr. Crotty for his hard work and work ethics and especially for treating each member of the Commission as equals. She wished him and his family the best of luck.

Vice Mayor Tourgeman announced that tomorrow between the hours of 3:15-4:15 p.m. the residents will have the opportunity to meet the five candidates for the Town Manager position. He urged the community to attend and give their input to the Commission.

10. Adjournment

The meeting adjourned at 9:00 p.m.

Accepted this ____ day of _____, 2014

Daniel Dietch, Mayor

Attest:

Sandra Novoa, CMC
Town Clerk

TOWN OF SURFSIDE, FLORIDA
MONTHLY BUDGET TO ACTUAL SUMMARY
FISCAL YEAR 2013/2014
9/30/2014 (PRELIMINARY)
100% OF YEAR EXPIRED (BENCHMARK)

Agenda Item #

Page

1 of 3

Agenda Date: December 9, 2014

	ACTUAL	ANNUAL BUDGETED	% BUDGET
GOVERNMENTAL FUNDS			
GENERAL FUND			
REVENUE	\$ 12,233,890	\$13,056,258	94%
EXPENDITURES	11,197,271	\$13,056,258	86%
Net Change in Fund Balance	1,036,619		
Fund Balance-September 30, 2013 (Audited)	5,304,042 ^A		
Fund Balance-September 30, 2014 (Reserves)	<u>\$ 6,340,661</u>		
RESORT TAX (TEDAC SHARE)			
REVENUE	\$ 354,414 ^B	\$293,183	121%
EXPENDITURES	265,158	\$293,183	90%
Net Change in Fund Balance	89,256		
Fund Balance-September 30, 2013 (Audited)	94,497		
Fund Balance-September 30, 2014 (Reserves)	<u>\$ 183,753</u>		
POLICE FORFEITURE/CONFISCATION			
REVENUE	\$ 78,992	\$69,772	113%
EXPENDITURES	57,547	\$69,772	82%
Net Change in Fund Balance	\$ 21,445		
Fund Balance-September 30, 2013 (Audited)	138,143		
Fund Balance-September 30, 2014 (Reserves)	<u>\$ 159,588</u>		
TRANSPORTATION SURTAX			
REVENUE	\$ 444,456	\$424,080	105%
EXPENDITURES	169,700	\$424,080	40%
Net Change in Fund Balance	274,756		
Fund Balance-September 30, 2013 (Audited)	131,475		
Fund Balance-September 30, 2014 (Reserves)	<u>\$ 406,231</u>		
CAPITAL PROJECTS			
REVENUE	\$ 1,949,570	\$2,259,194	86%
EXPENDITURES	1,468,636	\$2,259,194	65%
Net Change in Fund Balance	480,934		
Fund Balance-September 30, 2013 (Audited)	255,263		
Fund Balance-September 30, 2014 (Reserves)	<u>\$ 736,197</u>		

NOTES:

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

A. Includes \$2,000,000 available for hurricane/emergencies. The balance of \$3,304,042 is unassigned fund balance (reserves).

B. Resort Tax Revenues for September 2014 are received in October 2014, the (Total collected through October 2014 is \$1,031,493) (\$354,414 is for TEDAC and \$677,079 is the General Fund).

ENTERPRISE FUNDS

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

WATER & SEWER

REVENUE	\$ 2,970,091	\$3,191,162	93%
EXPENDITURES	2,241,682	\$3,191,162	70%
Change in Net Position	728,409		
Unrestricted Net Position-September 30, 2013 (Audited)	(5,261,333) C1		
Restricted Net Position	1,260,776 C2		
Capital Project Expenses to date for Water & Sewer	(101,293)	\$0	
Unrestricted Net Position-September 30, 2014 (Reserves)	<u>\$ (3,373,441)</u>		

MUNICIPAL PARKING

REVENUE	\$ 1,023,059	\$1,150,300	89%
EXPENDITURES	997,690	\$1,150,300	87%
Change in Net Position	25,369		
Unrestricted Net Position-September 30, 2013 (Audited)	1,066,574		
Capital Project Expenses to date for Municipal Parking	-	\$0	
Unrestricted Net Position-September 30, 2014 (Reserves)	<u>\$ 1,091,943</u>		

SOLID WASTE

REVENUE	\$ 1,221,591	\$1,396,744	87%
EXPENDITURES	1,320,372	\$1,396,744	95%
Change in Net Position	(98,781)		
Unrestricted Net Position-September 30, 2013 (Audited)	227,274		
Unrestricted Net Position-September 30, 2014 (Reserves)	<u>\$ 128,493</u>		

STORMWATER

REVENUE	\$ 497,440	\$722,366	69%
EXPENDITURES	329,359	\$722,366	46%
Change in Net Position	168,081		
Unrestricted Net Position-September 30, 2013 (Audited)	2,520,512		
Restricted Net Position	347,140 C3		
Capital Project Expenses to date for Storm Water	(121,299)	\$0	
Unrestricted Net Position-September 30, 2014 (Reserves)	<u>\$ 2,914,434</u>		

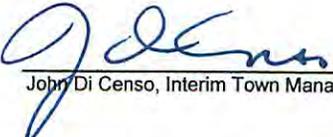
NOTES:(con't)

C1. The reserves balance of (\$3,373,441) is the result of a change in current net position as of September 2014 of \$728,409, net position as of September 30, 2013 of (\$5,261,333) includes \$651,144 for rate stabilization, plus Restricted Net Position of \$1,260,776, less Capital Project expenses of (\$101,293) paid through September 2014 on the Utility Project.

C2. The Restricted Net Position of \$1,260,776 includes \$1,017,776 for renewal and replacement, and \$243,000 for State Revolving Loan reserves.

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


 John Di Censo, Interim Town Manager

**ATTACHMENT

STATEMENT OF NET POSITION
PROPRIETARY FUNDS

SEPTEMBER 30, 2013

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

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

**Town of Surfside
Fund Balance (Reserves)
9/30/2014 (PRELIMINARY)**

FUND	9/30/2011	9/30/2012	9/30/2013	9/30/2014
General	\$ 4,256,315	\$ 5,266,374	\$ 5,304,042	\$ 6,340,661
Resort Tax	184,867	171,496	94,497	183,753
Police Forfeiture	117,889	122,272	138,143	159,588
Transportation Surtax	239,760	122,302	131,475	406,231
Capital	399,754	132,783	255,263	736,197
Water & Sewer	2,692,379	(1,931,707)	(5,261,333)	(3,373,441)
Parking	1,385,581	1,258,325	1,066,574	1,091,943
Solid Waste	207,462	228,437	227,274	128,493
Stormwater	342,240	104,651	2,520,512	2,914,434
Total	\$ 9,826,247	\$ 5,474,933	\$ 4,476,447	\$ 8,587,859



Town of Surfside

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

**TOWN MANAGER'S REPORT
DECEMBER 2014**

COMMUNITY PROGRAMS / INITIATIVES / ENHANCEMENTS

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

Discussions were completed with the Managers of Bal Harbour, Bay Harbor Islands and Sunny Isles Beach. Each municipality expressed its desire to participate in this multi-jurisdictional transportation analysis in order to provide a bus transportation system that is more responsive to its residents ridership needs by attempting to provide a coordinated schedule and routes; expand designation options (Mount Sinai; Aventura Mall, etc.); reduce costs by eliminating overlapping routes and number of vehicles; and provide linkages to the Miami-Dade transportation system.

Miami-Dade CITT agreed to organize the coordination of the three bus circulators (Surfside, Bal Harbour and Bay Harbor) to identify a more efficient routing thus reducing the overall operating costs. A revised routing plan will be available for local review, ultimately leading to an interlocal agreement. The TEDACS Director, Duncan Tavares serves as the Town's representative. The Finance Director, Donald Nelson attended the CITT Municipal Transportation Workshop on behalf of the Town on July 24, 2014.

A follow up meeting between MD CITT, Miami-Dade Transit (MDT), Sunny Isles and Surf-Bal-Bay representatives was held on September 17. MDT agreed to review all of the schedules and provide recommendations on better coordination.

After conducting outreach on an update to this process, the following email was received from Gerald Bryan (MDT) on November 3:

“My staff has not yet had the opportunity to analyze the municipal services. We are presently in preparation for the MDT November service changes. I envision within the next couple of months having the available staff for this effort.”

The TEDACS Director will continue to monitor the progress on this initiative.

2. Citizen Survey

Identified as an item in the "Manager's Transition: Status Report and Work Plan", with \$5000 allocated in the approved FY 13/14 budget for this initiative, the TEDACS Director is in the process of contacting the following vendors for proposals:

- Barry University (conducted North Bay Village's survey)
- FIU Metropolitan Center (approached by the Town to conduct a survey in 2011)
- Kerr & Downs (conducted Miami Beach's survey)

This item will be a discussion item on the January 13, 2015 Commission agenda.

3. Film Ordinance

The TEDACS Director, Town Attorney's Office and Code Compliance Director met with Sandy Lighterman, Film and Commissioner (Miami-Dade), on August 14, 2014 to discuss a possible interlocal agreement with the Town. This is earmarked as a discussion item for the Town Commission at the January 13, 2015 meeting.

4. Miami-Dade Design (Climate Resiliency, Sustainability and Mitigation) Charrette Group 2

Also identified in the Town Manager's Transition Plan, an initial meeting was spearheaded by the Tropical Audubon Society on June 21, 2014. At that meeting groups were formed according to location. Group 2 consisted of attendees from coastal communities including Mayor Dietch and the TEDACS Director. A laundry list of items to address was conceived with a commitment from the group to conduct a subsequent meeting. On August 26, 2014, members of Group 2 met at the Surfside Community Center. The group is committed to create a presentation on achievable initiatives and programs that can be used to educate the community. The next meeting was earmarked to be scheduled for early October.

The follow up meeting is presently on hold due to the unavailability of participants. More information will be provided to the Town Commission when it becomes available.

DOWNTOWN BUSINESS DISTRICT and TOURISM

5. Sidewalk Ordinance Implementation

On October 29, 2014, Courtesy Notices were issued to both landlords and restaurateurs providing for a 15 day period to apply for and begin the approval process for sidewalk cafés. To date, sidewalk café applications have been received from nine restaurateurs. In the following weeks, Civil Violation Notices will be issued to those who have not made application, and require that they cease and desist operating on the sidewalk. Failure to comply with the timelines in said Notices will include civil penalties and may result in sidewalk café furnishings and equipment to be removed by the Town.

The initial master plan showing the overall available café space (left after backing-out clear walking paths) in front of each storefront has been received from the engineer. The Building Department is

reviewing the submitted master plan and will have a final, approved plan which will then be added to the applicant files for their consideration. The reason being that they will be charged per square foot and they must determine how much space they want to pay for.

6. Parking Structure Feasibility Study

The report entitled "Parking Solution: The Next Step" was presented to the Commission on April 1, 2014 and was an agenda item for the April 8 Commission meeting.

At the May meeting, the Commission approved the proposal of Lambert Advisory to assist in the process of evaluating the Public Private Partnership (P3) recommendation contained in the April 1, 2014 report for the Post Office site. The initial work to be undertaken includes necessary economic/market analysis to ultimately determine feasibility of a P3 and identification of strategic opportunities to ensure a successful P3.

Due to the heightened interest in development opportunities, the Town has recently been approached by multiple parties interested in public private partnership opportunities for the Abbott, Post Office and 94th Street Parking lots. The Town's parking study identifies these three lots as the potential locations for a parking structure to address the Town's parking deficit. The development community has expressed much interest in the programs identified in the study and has asked the Town for the next steps to proceed with a partnership.

Staff is requesting direction on whether or not to continue pushing forward with the Post Office site or issue a request for information (RFI) to receive design concepts from the development community on all three identified locations. This method would provide the development community with the opportunity to submit design concepts/interest and possible financial options to the Town Commission to allow an informed discussion.

Staff believes that this approach will enable options to be more clearly identified and possibly provide a quicker parking solution. This will be an agenda item at the December Commission meeting.

7. Five Year Tourism Strategic Plan

The new Tourist Board Members were provided with the Plan; Resort Tax Ordinance (including the recommended changes), FY 13/14 Budget documents etc. The Tourist Board will focus on the FY 14/15 budget as identified in the Five Year Tourism Strategic Plan over the next couple of months. A joint meeting of the Town Commission and Tourist Board was scheduled for October 6, to discuss revising the Resort Tax Ordinance and to address the Board's governance, authority and composition.

An official tour of the Grand Beach Hotel Surfside was conducted on August 20, 2014 as part of an ongoing effort to forge synergy and a cooperative relationship between the Board and hotel. The joint meeting did not occur due to a lack of availability of participants.

The Town Commission identified February 2, 2015 at 7 pm as possible date for a joint meeting. The Tourist Board will discuss their availability at their December 8, 2014 meeting (note date change from December 1). (**Action Item**)

Holiday Lights: The Tourist Board will discuss at their December 8, 2014 meeting when the tree lights should be taken down. Past discussions have centered on keeping the lights on past the traditional holiday period (ending on January 5). An email was sent to the Town Commission and Tourist Board on November 25, 2014 addressing occasional outages through the Police Dispatch/Dept. as a speedier remedy.

Mobile App: Staff are working with the vendor on having the app operational by the first Third Thursday event on January 15, 2015.

Sister Cities: This initiative, while approved by the previous Tourist Board, was set for discussion by the new Tourist Board at their November 3, 2014 meeting. The focus was on educating the Board on this initiative and to determine a path forward. At the November 3, 2014 meeting the Board approved moving ahead with the initiative but needs more time and information before providing a recommendation to the Town Commission. This initiative will be addressed by the Board over the next few months with updates provided to the Commission when available.

Benches: Prior to the downtown streetscape project, sponsorship of downtown benches was explored as a means to secure seating in the downtown district. While there was interest from a number of businesses at the time, this initiative was put on hold due to the improvement project and the committee choice of benches that cost more than the previously discussed sponsorship amount. This item is on the December 9, 2014 Town Commission agenda. **(Action Item)**

INFRASTRUCTURE AND UTILITIES

8. 95th Street End Project

The 95th Street End Project is 95% complete. All of the concrete work, paver installation and landscaping is finished. The shower is installed and operational. The concrete benches, which will be located in the circle on the pavers; arrived Thanksgiving week with installation within the first two weeks of December. Foot traffic is now open to the public for access to the beach. This project was completed on time and \$2000.00 under proposed staff budget and approx. \$43,000.00 under outside contract.

9. Seawall Project

Per the direction of the Commission, a report was scheduled for the September Commission meeting recommending a plan to address seawall deficiencies within available resources. However, due to the length of other agenda items, this item was delayed until the October meeting. Again, the item was deferred from the October meeting and was finally heard at the November 6, 2014 Special Commission Meeting. At this meeting the Commission directed CGA to contract with PAC COMM, INC to complete the seawalls listed as "Option 5". Option 5 included the following seawalls:

1. Carlyle Ave and 88th St
2. End of 88th St on Isles of Biscaya
3. 95th St and Bay Drive

4. Froude Ave and 88th St
5. Surfside Park

CGA has requested in writing the modification of the FIND Grant to FIND. CGA will present the reduction in scope while requested the full amount (or an increase) be retained for the Town at the December 13, 2014 FIND Board Meeting. After confirmation of the grant funding amount a NTP will be issued to Pac Comm, Inc.

10. Biscaya Drainage

The project began on September 21, 2014. Staff worked diligently with minor delays and completed the underground work on November 7, 2014. The roads and properties on the island have been cleaned and materials removed. There has been newly inserted curbing on properties that were originally damaged. The asphalt was placed on November 25, 2014. The project is now complete! This project was a great accomplishment for the utility department as all work was performed in house with a savings to the Town of over \$100,000.00. Special commendation goes out to both the Utility Department (Hector Rodriguez, Harold Lacroix, and Kenny Chaviano) and Public Works staff (Jose Nodarse) for their tremendous efforts in working to complete the project. The whole project was spearheaded by the Town's Project Manager Randy Stokes!

11. Town Hall Improvements

Town Hall

Town Hall roof and chiller system projects have begun. The roof portion of this project was completed on November 7. The chiller unit was delivered and installed in October. The chiller unit is secured on the roof. The air handlers are on site and are expected to be secured on the roof on December 10. The A/C contractor expecting delivery of parts scheduled for December 12. Completion is expected for end of December. Once the roof and A/C system are complete the inside portion of this project will be addressed, replacing the ceiling tiles, carpet and painting the walls in the Commission Chambers, training room, code compliance office and the Police Chief's office. This project is scheduled for completion by the end of January, 2015.

PLANNING, ZONING AND DEVELOPMENT

12. Historic Preservation

The staff of the Miami-Dade Historic Preservation Board (Board) has identified 9 buildings along the west side of Collins Avenue as potentially historic structures. These include 9016, 9024, 9025, 9033, 9040, 9048, 9054, 9064 and 9340 Collins Avenue. The property owners were notified of the Board's interest in these buildings through a letter each property owner received notifying them that their property is now subject to a moratorium on all building permits until the Board held a public hearing to determine if the structure would be designated historic. The property owners contacted the Town asking for assistance in this matter. At that time, the Town contacted the Board's staff requesting a meeting to discuss the implications of this moratorium and inform them of the Town's ongoing plans, including the parking structure analysis and the discussion of development standards on the block

between Collins and Harding. Based on Town staff discussion with the Board's staff, Town staff indicated that it would be appropriate to request a deferral of a decision by the Board. The Board meeting was held on June 18, 2014 and Town staff requested a six month deferral to provide for an opportunity to work with the Board's staff. An attorney for one of the affected property owners was also present and asked for a three month deferral. The Board granted a three month deferral of the decision to designate the properties historic.

The Town coordinated a meeting for residents with Historic Preservation Staff on September 10. This presented an opportunity for Historic Preservation Staff to inform residents of the process and get questions answered. Approximately 50 residents attended. Town Staff attended the September 17, 2014 Board meeting to request a second deferral. The Board granted a six month deferral of the two applications that were being reviewed. Residents of the Seaway Villas Condominium were in attendance at this meeting and requested that the Board direct their staff to begin an analysis of their building to determine if it is eligible for historic preservation. The Board voted to approve this request. Town Staff have asked the Board's staff to notify the Town of all correspondence occurring between the Historic Preservation Office and properties in Town.

The Building Official reports that Miami-Dade County's Office of Historic Preservation contacted the Building Department on July 24, 2014 requesting the review of plans for the following addresses:

- 9300 Collins Ave
- 9316 Collins Ave
- 9332 Collins Ave
- 9348 Collins Ave
- 9364 Collins Ave
- 9372 Collins Ave
- 9380 Collins Ave
- 9309-9317 Collins Ave

Property owner Bratt Holdings filed building demolition applications on August 1, 2014 for the following addresses, 9348 Collins, 9364 Collins and 9372 Collins. Property owner 9300 Collins Avenue Investment Group filed a building demolition application on August 8, 2014 for address 9300 Collins. Miami-Dade County's Office of Historic Preservation has not issued a moratorium on permits for these addresses and as such these applications will now precede any such abeyance on the permitting process. On October 7, the Miami-Dade County Commission approved a Historic Preservation ordinance on first reading to amend the current provision. Staff reviewed the County's Historic Preservation amending ordinance sponsored by Commissioner Sally Heyman. Basically, if approved, it would be another tool available to municipalities to decide what direction it wants to proceed with historic preservation issues. Municipalities now under the County's Historic Preservation regulations must remain because they did not opt out in 1982 when that option was available. The amendment would allow municipalities to now opt out and establish their own Historic Preservation Boards/regulations. If this amendment is adopted by the County Commission, it does not commit the Town to establishing its own Historic Preservation Board as there are many considerations prior to undertaking that effort. [Note: The ordinance passed on first reading by a reported 7-5 vote]. The ordinance that would allow municipalities to opt-out of the County's historic preservation jurisdiction will be taken up at public hearing before the Cultural Affairs and Recreation Committee

on December 17, 2014 at 2p.m. (Note that this meeting was previously scheduled for December 8, 2014.) The next Historic Preservation Board hearing will be held the following day, on December 18, 2014 at 2p.m.

Town Staff attended the November 19, 2014 hearing of the County's Historic Preservation Board and presented a copy of the Town's Resolution No. 14- 2270 requesting a six month deferral on all Town of Surfside properties. The Historic Preservation Board denied the Town's request for a 6 month deferral on all properties, however, the Board indicated the Town may ask for additional deferrals at their December 18, 2014 public hearing.

Miami-Dade County Commissioner Sally Heyman has sponsored an additional ordinance listed as Item 4(D) on the December 2, 2014 Miami-Dade County Agenda which relates to Historic Preservation. This ordinance proposes to amend section 16A-10 of the Miami-Dade County Code as it pertains to owner-initiated petitions for historic designation. The proposed amendments will require at least 75 percent of unit owners in a condominium or cooperative property to join a petition to initiate an historical designation proceeding. This "new" ordinance will run concurrently with the proposed ordinance heard by the Miami-Dade Commission on October 7 which proposes to amend Section 16A-3 and 16A-3.1 of the Miami-Dade County Code to allow municipalities the opportunity to enact their own historic preservation ordinance at any time and delete limitations on the timeframe for municipalities to enact their own historic preservation ordinance.

13. 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 and the project will be underway immediately following the execution of the work authorization with CGA. The work authorization was approved on November 6, 2014. Work will commence immediately. The Town Planner has coordinated a "kick-off" meeting.

14. Ten Year Water Supply Plan

The Town is required to update its Ten Year Water Supply Plan including identifying any alternate water supply sources and analyzing/updating data from our current supplier. Funds for this project have been included in the FY 14/15 Budget. Work Authorization No. 89 – Ten Year Water Supply Plan has been executed with CGA in the amount of \$7,466.92. This will be scheduled for the January, 2015 Commission meeting for first reading.

TOWN DEPARTMENTS

Town Attorney

15. November 4, 2014 Special Election - Seven Ballot Questions for the Town Charter

The Town of Surfside received the Official "Certificate of County Canvassing Board Miami-Dade County" for the November 4, 2014 Special Election. Town residents approved the following questions: "Vacancies on Commission"; "Vacancy in Candidacy"; "Canvassing Board"; "Qualifying for Elected Office"; and "Runoff Election." Ballot Questions "Qualification for Office" and "Establishing Elected Official's Staggered Terms and Increasing Town Commissioner's Terms from Two to Four Years" were not approved. A resolution is prepared for the December 9, 2014 Town Commission Meeting.

Building Department

16. FEMA National Flood Insurance Program (NFIP)

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

17. Community Rating System (CRS)

The community verification visit has been tentatively scheduled for mid-February 2015.

18. 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: 43

Time extensions granted: 1

Exempt from Certification: 3

Vacant commercial properties: 11

Sent to Code Enforcement for non-compliance: 9
150 day repair order: 1
On hold: 4
Inspections: 4

19. Development Projects

The Chateau: The Chateau is progressing with their garage by completing the first series of its major concrete pour operations and is out of the ground.

The Surf Club: The sky-mat, its major structural element consisting of 1200 plus cubic yards of concrete, is scheduled to be poured in early December. The east project is approaching the third floor level.

The Marriott: The Marriott continues to conduct the majority of its operations from on-site with limited lane closures on Collins and Harding. The east building roof level is in progress.

20. Sight Triangle (Hedges) and Corner Visibility

On November 18, 2014, the Town Commission adopted, on second reading, an Ordinance amending the corner visibility provisions (hedges and sight triangles). An update will be provided at the January, 2015 Commission meeting.

21. Beach Management Agreement

Progress on a Town/Miami-Dade County Beach Management Agreement is dependent upon the County receiving specific authorization from FDEP permitting the County to assign certain management responsibilities to local municipalities. The County sent a letter to FDEP on March 17, 2014 requesting a determination that the County can assign maintenance/regulations to local governments. The County once again has received a denial from the State to move forward with this request. At this time the County is not able to move forward on a staff level with any type of agreement. This has been an unsuccessful effort to this point despite Staff's efforts over the past couple of years. This has been identified as a priority for the new Town Manager on the Transition Plan.

22. Tennis Programing

The Parks and Recreation Department will present options for operations including court rentals. The proposed budget did not include the funding request for the recreational software for the tennis facility. Due to budget constraints and the cost of the requested recreation software, other options will be explored. The Parks and Recreation Department will work with the Parks and Recreation Committee to review tennis court rentals and reservations. The Parks and Recreation Committee along with staff will look into the expansion of the tennis programing to include court fees. This will be completed in December and any changes in the operations will begin after the New Year.

23. 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. Updates will follow.

24. Tennis Court Shade

Requests have been made for shade structures to be installed at the newly renovated Tennis Center. Any type of structure would have to be a permeant structure and Staff is looking into the cost and feasibility of this item. Update on this will be provided in the January, 2015 report.

25. 96th Street Park Renovation

The number two item on the Parks and Recreation 5 Year Capital Plan, approved by the Town Commission, was the renovation of the 96th Street Park. This item has now moved to the forefront of the 5 year Capital Plan. This was brought before the Town Commission during the October meeting. The Community Center Second Floor Expansion Committee requested and approved a 2 year hold on the second floor project. The recommendation was to consider moving forward with the 96th Street Park renovation. This item will be an agenda item for the Parks and Recreation Committee in December. A recommendation from the Parks and Recreation Committee will be brought to the Town Commission in January, 2015.

Police Department

26. Upcoming events

Mobile DMV - SPD will host a Mobile Department of Motor Vehicles for residents to renew their driver's license in the training room December 18, from 9:30 am – 2:30 pm. Contact Dina Goldstein for further information.

Annual Toy Drive and Holiday Party - SPD is collecting new and unwrapped toys for its annual toy drive from now until December 19. The Holiday Giveaway Party for the children is on December 19 at 3:00 pm in the Commission Chambers. Contact Dina Goldstein for further information or to donate toys.

Hanukah Events - The Shul Hanukah party is December 16 from 5:30 pm – 7:30 pm in the Town Hall lot. Lt. Williams will coordinate and staff the event. The Shul Hanukah Parade is December 21 at 3:00 pm. Sgt. Alberto will coordinate the event and staff with officers from SPD and Bal Harbour and Bay Harbor Islands PDs.

Town Clerk

27. 2015 Agenda and Town Commission Meeting Schedule

MONTH	Deadline - Items To	Agenda Deadline - All	Agenda	Commission Meeting
	Town Attorney	Completed Items To	Distribution	
		Town Clerk	Date	Date
January 2015	12/19/2014	1/2/2015	1/7/2015	1/13/2015
February 2015	1/16/2015	1/30/2015	2/4/2015	2/10/2015
March 2015	2/13/2015	2/27/2015	3/6/2015	3/10/2015
April 2015	3/20/2015	4/3/2015	4/8/2015	4/14/2015
May 2015	4/17/2015	5/1/2015	5/6/2015	5/12/2015
June 2015	5/17/2015	6/1/2015	6/3/2015	6/9/2015
July 2015	6/19/2015	7/3/2015	7/8/2015	7/14/2015
August 2015	7/17/2015	7/31/2015	8/5/2015	8/11/2015
September 2015	8/14/2015	8/28/2015	9/2/2015	9/8/2015
October 2015	9/18/2015	10/2/2015	10/7/2015	10/13/2015
November 2015	10/16/2015	10/30/2015	11/4/2015	11/10/2015
December 2015	11/13/2015	11/27/2015	12/2/2015	12/8/2015
January 2016	12/18/2015	1/1/2016	1/6/2016	1/12/2016

Human Resources

28. Request for Commission Action on Personnel Salaries

Michael Crotty, former Town Manager wrote in his November 2014 Town Manager's Report:

During the first budget hearing on September 9, the Commission passed a motion *"to approve a millage rate of 5.0293 with the provision that the cuts would include eliminating salary increases in October for department heads, part of the step two process. It would also include eliminating a two percent increase in salary for the Finance Director who was not listed on the document."* The minutes show that the Commission approved this millage rate to avoid a substantially-reduced millage at the majority vote rate (4.6201 mills), which would have required an additional reduction of approximately \$500,000 in the FY 14/15 budget. However, this action has caused significant uncertainty and concern among our employees at all levels. In a previous memo to the Commission, I outlined the concerns and recommended Commission action:

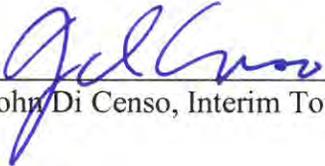
- 1. Merit increase for Finance Director.** The Town Manager is solely responsible for personnel actions, including the evaluation of employees to determine whether merit increases are warranted. Since the Commission's action is contrary to this principle, I recommend that the Commission leave this matter to the Town Manager's discretion and rescind this merit-increase prohibition.
- 2. Funding for step-two salary adjustments designed to address salary disparities for five Department Heads.** At the 12/10/13 regular Commission meeting, the Commission discussed disparities in Department Head salaries. *"The Town Commission agreed that this issue is totally under the Town Manager's purview and to take necessary actions to assure fairness in the salaries of Department Heads."* Following this direction and consistent with the Commission-approved Wage Study, I initiated a two-step plan to increase Department Head salaries in January and September 2014.

The two-step phasing of the plan was to mitigate budget impacts for FY 13/14. The January increase was implemented, but the Commission cancelled the September increase at the 9/9/14 meeting. I understand that some Commission members felt that the proposed salary adjustments were excessive or even unwarranted. However, the Commission has already acknowledged that this is a fairness issue. Our Department Heads are loyal, dedicated employees who provide outstanding service; and the ones with the low salaries are the ones who have served us the longest. To recognize these employees and their value to our municipal operation, I recommend that the Commission consider the step-two salary adjustments as a stand-alone item independent of other issues and fund the second salary adjustments that were promised to them.

It was my intention to place this item on the November 6 meeting agenda; however, one member of the Commission could not attend. These two items deserve the attention of the full Commission; therefore, I recommend that they be placed on an agenda when the full Commission will be present. These are fundamental issues of fairness that must be addressed to ensure a sound personnel management system.

This item is included on the December 2014 Town Commission Agenda.

Respectfully submitted

by: 
John Di Censo, Interim Town Manager



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

TO: Town Commission

FROM: Linda Miller, Town Attorney 

CC: John DiCenso, Interim Town Manager

DATE: December 9, 2014

SUBJECT: Office of the Town Attorney Report for December, 2014

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

November 18, 2014 – Town Commission Meeting
 November 19, 2014 – Miami-Dade County Historic Preservation Board Meeting
 November 20, 2014 – Town Commission Special Meeting
 December 3, 2014 – Planning and Zoning, Design Review Board Meeting
 December 8, 2014 – Tourist Board Meeting

Ordinances prepared and reviewed for Second Reading:

- Lobbyist
- Single Family Paint Palette Ordinance
- 10% Windows

Resolutions prepared and reviewed:

- Certifying Election Results
- Amendment Number One to the Interlocal Agreement with Miami-Dade Transit Agency

Town Manager:

- Follow-up with Miami-Dade County Attorneys regarding proposed ordinances on Historic Preservation
- Pointe Lake/North Canal – ownership submerged lands
- Parking – Research Florida Statutes 287.057(4)-(6) – Public Private Partnerships
- Research various municipalities’ ordinances on Polystyrene Foam (Styrofoam)

Town Clerk:

- Certification of Election results for November 4, 2014
- Notice requirements

December 3, 2014 Planning and Zoning and Design and Review Board:

Design Review Board Applications:

1. 8874 Carlyle Avenue – Fence
2. 9441 Carlyle Avenue – Garage Conversion
3. 9024 Harding Avenue – Carport
4. 9380 Collins Avenue – Façade Modification
5. 9525 Harding Avenue – Window sign

Planning and Zoning Agenda:

1. 10% wall openings for each story
2. Single Family Color Palette

Discussion items:

1. Sheds
2. Future agenda items

Building Department/Code Enforcement:

- Finalize Grand Beach Maintenance Agreement for Collins Avenue and 94th Street Pavers
- Review master plan for sidewalk café accessible route
- Follow-up with Code Enforcement for on-going settlement of cases

Finance Department:

- Follow-up review of Atlantic Broadband contract and State Statutes
- Review Audit letters

Parks and Recreation:

- Continued analysis for follow-up to FDEP for Beach Concession

Tourist Bureau/Downtown Vision Advisory Board/Tourist Board:

- Follow-up review bench sponsorship agreement
- Follow-up review for amendment film ordinance

Public Works:

- Review and revise draft City of Miami Beach – Surfside Sewage Conveyance Services Agreement
- Prepare draft for RFP and scope of work for landscape services
- Draft Maintenance Agreement for pavers for Grand Beach

Police Department:

- Prepare Waiver for the Citizens Police Academy
- Follow-up review on Red Light Camera court cases and ATS Agreement with Town

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

1. On September 1, 2013, a resident was walking on the north most sidewalk in the 200 block of 93rd Street when she tripped on a raised portion of the sidewalk and fell to the ground. The Surfside Police Incident Report indicates the resident sustained a contusion on her right elbow and abrasions to her chin and both knees. Settlement negotiations ongoing.
2. Julien Deleon - Equal Employment Opportunity Commission (EEOC) Charge #510-2014-05171. Mr. Deleon has filed a Notice of Charge of Discrimination against the Town.

3. 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. Discovery is on-going.

4. Pieter Bakker vs. Town Of Surfside, a municipal corporation of the State of Florida and Young Israel of Bal Harbour, Inc. On May 30, 2012, Pieter Bakker filed a complaint in State Court against the Town which alleges counts against the Town including contract zoning, Charter violations, and a request for a writ of certiorari to quash Resolution 12-Z-2078 approving a Site Plan Application to permit Young Israel to build a synagogue on 9580 Abbott Avenue. On September 30, 2013, the Court ordered this matter to be transferred to the Appellate Division. Petitioner, Mr. Bakker filed an Amended Petition for Writ of Certiorari and De Novo Complaint and a Motion for Summary Judgment. The Court has issued an Order dismissing the Amended Petition for Writ of Certiorari without prejudice. Petitioner, Pieter Bakker has filed a Third Amended Petition for Writ of Certiorari. Surfside has filed a Motion To Dismiss Third Amended Petition For Writ Of Certiorari.

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



TOWN OF SURFSIDE
 PROJECTS PROGRESS REPORT
 CALVIN, GIORDANO & ASSOCIATES, INC.
 December, 2014

1. **Planning and Community Development** – The Miami-Dade Historic Preservation Board notified property owners along Collins Avenue that its staff have identified properties with potential historic significance. The Board instituted a moratorium on building permits until the Board could have a hearing and determine if the structures would be deemed historic. If a designation is instituted, then the property owners will have limited options for their properties. Furthermore, the County staff was not aware of any of the projects the Town is exploring, such as new zoning criteria for the block between Collins and Harding Avenues or the potential for a parking structure. Town planning staff attended the Historic Board meeting on June 18, 2014 to request a six month deferral of a decision by the Board so that the Town could work with County staff. The Board granted a three month deferral. Planning staff attended the September 17, 2014 Historic Preservation Board meeting to request an additional six month deferral to continue coordinating efforts with the County Staff, which was granted by the Board. Town Staff attended the November 19, 2014 meeting of the County’s Historic Preservation Board and presented a copy of the Town’s Resolution No. 14- 2270 requesting a six month deferral on all Town of Surfside properties. The Historic Preservation Board denied the Town's request for a 6 month deferral on all properties, however, the Board indicated the Town may ask for additional deferrals at their December Board meeting. The Seaway Villas and 9340 Collins Avenue are scheduled for the Historic Board’s December 18, 2014 designation public hearing. Planning staff have commenced an analysis on the zoning criteria for the block between Collins Avenue and Harding Avenue in November. A discussion will occur with the Planning and Zoning board in January. A resident requested that the Town consider increasing lot coverage to 50% from 40% of a lot. Staff has prepared an analysis for discussion at Planning and Zoning and Town Commission. An ordinance addressing this request will be on an upcoming Commission meeting. Staff continues to answer approximately 85-100 zoning questions monthly and reviews permit applications.

2. **Information Technology & TV Broadcasts** - IT is waiting on Public Works to add a network cable in the gas pump area so the pump can be converted to digital. A Microsoft SQL Server license was ordered for the Badger meter reading software. IT is still awaiting approval to proceed with an upgrade to Microsoft Office 2013. The Town was upgraded to a 50MB Metro Ethernet connection for internet service and cancellation of the previous T1 circuit has been requested through AT&T. The SCALA system has been updated every week with the new meetings and Town schedule per town manager’s request. The Barracuda web filtering device has arrived and will be installed by 12/31.

3. **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 the main line sewer runs and have accepted 30 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.

Funding Summary –

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

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

4. **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 \$1,100,000.00. CGA has submitted the revised plan to FIND. The revised package requests the full grant amount of \$1.1M (50% match) with the reduced scope. After obtaining written approval from FIND, which is scheduled for December 13, 2014, CGA will issue a Notice to Proceed to the Contractor (PAC COMM INC).
5. **Biscaya Island Drainage Project** – This project is completed with the exception the installation of the final tide flex valve at the bridge side of the project. Clean up and landscaping restoration will be completed in December 2014..



TOWN OF SURFSIDE

MUNICIPAL BUILDING
9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154-3009

PARKS AND RECREATION ADVISORY COMMITTEE MEETING

7:00 pm

Monday September 22, 2014
Town Hall Commission Chambers
9293 Harding Avenue

MINUTES

1. Roll Call of Committee Members

Retta Logan called the meeting to order at 8:07pm.

Also in attendance: Shlomo Danzinger, Alberto Aguirre, Eliana Salzhauer, Tim Milian, Parks and Recreation Director, Arnie Notkin, Veronica Lupinacci, Marta Olchyk, Liaison, Manny Anon, Jr. Assistant Town Attorney, Michael Crotty, Town Manager, Frantza Duval, Recording Clerk

2. Approval of minutes from 8/21/14

Veronica Lupinacci made a motion to approve the minutes; Shlomo Danzinger seconded the motion. The motion passed unanimously. The minutes were approved.

Tim Milian thanked the committee for their involvement in the Community Expansion Committee meetings.

3. Community Input

Tim Milian provided update on the turtle lighting. He advised that he spoke to Musco lighting to get an idea about the pool lighting. He is working on getting a ballpark price.

Tim Milian advised that an issue that they are having or will have is that the pool would have to be closed and poles would need to be installed on the deck. This could also pose a problem for adjacent condominiums.

Tim Milian advised that Parks and Recreation worked and obtained a Florida Recreation Development Assistance Program (FRDAP) grant in the sum of \$1.8 million to obtain the land adjacent to the 96th street Park, which did not fall through. Parks and Recreation actively researched grants for the money. Parks and Recreation received a grant from the Florida League of Cities to help resurface the basketball courts, both of which happened approximately five years ago. Florida League of cities also provided grants for trainings and certifications, in which the department participated.

Eliana Salzhauer advised since the community center expansion is now on hold can 96th street park be moved up for renovations. Tim Milian advised that it would.

The Town is obtaining services for a grant writer, which will also help in this process.

The smaller grants are a little easier to do rather than the bigger grants.

Tim Milian also advised that sponsorships were also brought to his attention, but he stated that it could be an issue regarding who the sponsors are.

Veronica Lupinacci advised that the lighting at the pool is very important, so she would also like to see it move forward.

Eliana Salzhauer would like to see 96th street Park added to the October Parks and Recreation meeting agenda.

Marta Olchyk, Commission Liaison, advised that she was the one that stated Tim needed to be more proactive in saying what Parks and Recreation does at the Commission meetings. She advised that particularly she was unaware of what Parks and Recreation does. She would like to see out in the open and even at the Commission meetings all of the work that is being done by the department.

Tim Milian advised that through the manager's report he does provide updates on what is going on with Parks and Recreation. The works of the parks and recreation can be seen throughout town (tennis center, basketball courts, and teen & community programs). Tim advised that it started as a Recreations department and transformed into a Parks and Recreation department. He assumed responsibility of the up-keep and the day-to-day maintenance. The department now runs more efficiently and effectively. When Tim

started, the department had twelve full time employees. Now the department is running on eleven full time employees, with 80% of the department running on part-time staff. He now has two part-time custodians and four part-time aquatic staff.

Tim Milian advised that action is taken place by consensus of the Town Commission through the Town Manager concerning the Parks and Recreation department.

Marta Olchyk, Commission Liaison, advised that she has received feedback from residents in the community regarding her participation in the last budget meeting. Commission Liaison Olchyk advised that she feels as federal employees one should take their job very seriously and should be reprimanded for any faults. She expressed her concerns regarding the fireworks for the Fourth of July and would have appreciated if Tim had searched other avenues for the fireworks to be done at a lower cost. She felt like the money spent on the fireworks could have been used for something else such as educational or senior programming. Due to the lack of effort on finding alternate means for the fireworks, she did not feel that Tim was entitled to a pay increase/bonus. She wished that Tim would have been more sensitive in spending this large amount of money.

Eliana Salzhauer inquired when the Town should start looking into funding for the fireworks for the next Fourth of July. When can we start looking into working with the neighboring communities?

Town manager advised that he has been in contact with the managers of Bal Harbour and Bay Harbor Island with regards to starting with a tri-city community picnic. There have also been conversation about Bal Harbour funding the fireworks and Bay Harbor Island offering a contribution, but it is still being discussed.

Veronica Lupinacci exited the meeting at 8:34pm.

4. Meeting Adjournment

Shlomo Danzinger made a motion to adjourn the meeting; Alberto Aguirre seconded the motion. The motion passes unanimously. The meeting ended at 8:41pm.

Accepted this 17 day of November, 2014

Retta Logan

Member (Print)

[Handwritten Signature]

Signature

Attest.

[Handwritten Signature]
Frantza Duval
Recording Clerk



Town of Surfside Commission Communication

Agenda #: 3G

Agenda Date: December 9, 2014

Subject: Approve Resolution to Amend Miami-Dade County Inter-local Agreement for Maintenance of the Bus Shelters.

Background: Miami-Dade County installed three bus shelters within the Town of Surfside located at Collins Avenue at 96th Street, Collins Avenue at 93rd Street and Harding Avenue at 90th Street. All maintenance responsibility pertaining to these bus shelters are assigned to the Town in perpetuity.

Analysis: The bus shelters are welcomed accommodations for the residents keeping them out of the elements while waiting for a bus.

Budget Impact: The cost to maintain these shelters is approximately \$2500 per year.

Staff Impact: Public Works Staff will inspect and maintain these shelters monthly.

Recommendation: Staff recommends the Town Commission to approve the Amendment Number One.

Public Works Director

John Di Censo, Interim Town Manager

RESOLUTION NO. 14 - _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AMENDMENT NUMBER ONE TO THE INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE TRANSIT AGENCY AND THE TOWN OF SURFSIDE TO ASSIGN THE TOWN ALL MAINTENANCE RESPONSIBILITIES FOR THREE (3) BUS SHELTERS; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) and the Miami-Dade County entered into an Interlocal Agreement for Federal Funding with the American Recovery and Reinvestment Act (ARRA) of 2009 Federal Transit (FTA 5307) for the Town to Install Bus Shelters; and

WHEREAS, the Miami-Dade County installed three Bus Shelters at the following locations: Collins Avenue at NE 96 Street (NB-NS); Collins Avenue at NE 93 Street (NB-NS) and Harding Avenue at NE 90 Street (SB-NS); and

WHEREAS, all maintenance responsibilities, pertaining to the Bus Shelters indicated above, will be assigned to the Town in perpetuity (See Attachment “A” Amendment Number One to the Interlocal Agreement for Federal Funding with the American Recovery and Reinvestment Act (ARRA) of 2009 Federal Transit (FTA 5307) for the Town to install Bus Shelters).

WHEREAS, it is in the best interest of the Town to approve the Amendment Number One.

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 Town Manager to execute the Amendment Number One (See Attachment “A” Amendment Number One to the Interlocal Agreement for Federal Funding with the American Recovery and Reinvestment Act (ARRA) of 2009 Federal Transit (FTA 5307) for the Town to install Bus Shelters).

Section 3. Implementation. The Town Manager and the Public Works Director are hereby authorized to take any and all action necessary to implement this Resolution and Amendment Number One in accordance with the terms, conditions and purpose of this Resolution and Amendment Number One.

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

PASSED AND ADOPTED this ____ day of _____, 2014.

Motion by _____,

Second by _____.

FINAL VOTE ON ADOPTION

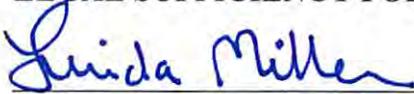
Commissioner Barry Cohen	_____
Commissioner Michael Karukin	_____
Commissioner Marta Olchyk	_____
Vice Mayor Eli Tourgeman	_____
Mayor Daniel Dietch	_____

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

Amendment Number One

Interlocal Agreement between Miami-Dade Transit Agency and the Town of Surfside for Federal Funding Pass-Through Arrangements with the American Recovery and Reinvestment Act (ARRA) of 2009 Federal Transit Administration (FTA 5307) for the Town to Install Bus Shelters

This **AMENDMENT NUMBER One**, entered into this _____ day of _____ 20__, by and between **TOWN OF SURFSIDE** a municipal corporation of the State of Florida, hereinafter called the 'TOWN', and **Miami-Dade County**, a political subdivision of the State of Florida, acting by and through Miami-Dade Transit (MDT), hereinafter called the 'County'.

RECITALS:

WHEREAS, the **TOWN**, and the **COUNTY** entered into an Interlocal Agreement for Federal Funding with the American Recovery and Reinvestment Act (ARRA) of 2009 Federal Transit (FTA 5307) for the Town to Install Bus Shelters, on September 1, 2010; hereinafter called the 'Interlocal Agreement'; and

WHEREAS, the parties wish to amend the **Interlocal Agreement**; and

WHEREAS, at the **TOWN's** request, the **COUNTY** has assumed the construction of the Shelters at locations indicated in the attached Exhibit "A" which by referenced hereto shall become a part hereof in accordance with **COUNTY CONTRACT NO. CICC7360-Plan RPQ #217022** and

WHEREAS, the **TOWN**, by Resolution No. 10-1945 dated July 13, 2010, attached hereto as Exhibit 'B', which by reference hereto shall become a part hereof, desires to amend the **Interlocal Agreement** and authorizes its officers to do so,

NOW, THEREFORE, the **Interlocal Agreement** is hereby amended as follows:

1. GENERAL

- a. Unless otherwise specified herein, the terms used in this **AGREEMENT**, shall be defined as provided in the "Interlocal Agreement Between Miami-Dade Transit Agency and the Town of Surfside for Federal Funding Pass-Through Arrangements with the American Recovery and Reinvestment Act (ARRA) of 2009 Federal Transit Administration (FTA 5307) for the Town to Install Bus Shelters" between the parties which enabled the ARRA funding of the construction of the new Bus Shelters which are to be maintained by **TOWN** hereunder.

Amendment Number One to the Interlocal Agreement Between Miami-Dade Transit and the Town of Surfside

Page 1 of 8

b. Assignment

The TOWN and the COUNTY agree that, by executing this AGREEMENT, all maintenance responsibilities, pertaining to the Shelters at the following locations indicated in Exhibit "A" will be assigned to the TOWN in perpetuity.

TOWN shall prepare a Maintenance Plan and submit such Plan to the COUNTY, for approval.

c. County's Representative

The Miami-Dade County Transit Director or his or her designee shall be the County's representative under this AGREEMENT with authority to exercise all duties and rights of the County herein.

2. TOWN'S MAINTENANCE RESPONSIBILITIES

The TOWN shall be solely responsible for the maintenance and preservation of the BUS SHELTERS within the PROJECT LIMITS; and shall:

- a. Mow, cut and/or trim and edge the grass or turf in accordance with the latest edition of the State of Florida "Guide for Roadside Mowing", as modified or amended from time to time and the latest edition of the "Maintenance Rating Program", as modified or amended from time to time.
- b. Inspect BUS SHELTER lighting bi-monthly and repair as required.
- c. Empty adjacent Trash Containers daily and properly dispose of litter from adjacent roadway and swale.
- d. Wash and clean BUS SHELTERS and BUS SHELTER platforms, bi-annually.
- e. Properly remove and dispose of all undesirable vegetation including but not limited to weeding of plant beds and removal of invasive exotic plant materials.
- f. Maintain and make repair to concrete/asphalt surface to prevent safety hazards for those using or intending to use the BUS SHELTERS.

- g. Inspect for graffiti and immediately remove when discovered.
- h. Inspect, repair and paint periodically BUS SHELTERS.

The **TOWN** shall prepare a Maintenance Report for each inspection performed and forward a copy of the final Report to the **COUNTY**. The Report will include, but not be limited to, identifying the deficiencies found, the proposed corrective action, and a timeline to correct the deficiency.

The **TOWN** shall not dispose of the BUS SHELTER(s) or any portion thereof without prior written approval from the **COUNTY**.

The **TOWN** agrees that this **AGREEMENT** is solely for the maintenance of the subject BUS SHELTERS and no other or incidental uses are contemplated or authorized.

The **TOWN** may be subject to periodic inspections by the **COUNTY** at County's sole discretion. Such inspection findings will be shared with the **TOWN** and shall be the basis of all decisions regarding agreement termination or modification.

3. MAINTENANCE DEFICIENCIES

If, at any time while the terms of this **AGREEMENT** are in effect, it shall come to the attention of the **COUNTY** that the **TOWN** responsibility as established herein or a part thereof is not being properly accomplished pursuant to the terms of this **AGREEMENT**, the **COUNTY** may, at its option, issue a written notice, in care of the **TOWN MANAGER**, to place the **TOWN** on notice regarding its maintenance deficiencies. Thereafter, the **TOWN** shall have a period of thirty (30) calendar days within which to correct the cited deficiency or deficiencies. If said deficiencies are not corrected within this time period, the **COUNTY** may, at its option, proceed as follows:

- a. Maintain the and BUS SHELTERS or a part thereof, with **COUNTY** or contractor's personnel and invoice the **TOWN** for expenses incurred; or
- b. Terminate the Agreement in accordance with Section 5 of this Agreement and remove, by **COUNTY** or contractor's personnel, all of the improvements, installed under this Agreement or any preceding agreements and charge the **TOWN** the reasonable cost of such removal.

Notwithstanding any provision to the contrary if in the determination of the MDT Director or his or her designee the condition of the BUS SHELTERS poses a safety risk, MDT shall have the right, but not the obligation, to immediately repair and/or remove the shelter and bill the TOWN for said expenses.

4. **NOTICES**

All notices, requests, demands, consents, approvals, and other communication which are required to be served or given hereunder, shall be in writing and shall be sent by registered mail or certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

To the TOWN

Town of Surfside
Attn: Town Manager
Town Hall
9293 Harding Avenue
Surfside, Florida 33154

To the COUNTY:

Miami-Dade County, Transit Department
Attn: Director or designee

701 NW 1st Court, 17th Floor
Miami, Florida 33136

5. **TERMINATION**

This AGREEMENT is subject to termination under any one of the following conditions:

- a. By the COUNTY, if the TOWN fails to perform its duties under Section 2, following thirty (30) days written notice.
- b. In accordance with section 287.058 (1) (c), Florida Statutes, the COUNTY shall reserve the right to unilaterally cancel this AGREEMENT if the TOWN refuses to allow public access to any or all documents, papers, letters, or other materials made or received by the TOWN

pertinent to this **AGREEMENT** which are subject to provisions of Chapter 119, or the Florida Statutes.

- c. Only if mutually agreed to by both parties with a six (6) month written notice.

6. **TERMS**

- a. The terms of this **AGREEMENT** shall only commence upon execution by all parties. This **AGREEMENT** shall continue in perpetuity or until termination as set forth in Section 5.
- b. This writing embodies the entire **AGREEMENT** and understanding between the parties hereto and there are no other agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.
- c. The MDT Director or his or her designee shall in his or her sole discretion decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this **AGREEMENT**, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his or her decision upon all claims, questions and disputes shall be final and conclusive upon parties hereto.
- d. This **AGREEMENT** is nontransferable and non-assignable in whole or in part without the prior written consent of the **COUNTY**.
- e. This **AGREEMENT**, regardless of where executed, shall be governed by and constructed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by day and year first above written.

MIAMI-DADE COUNTY:

TOWN OF SURFSIDE

BY: _____
COUNTY Mayor or Designee

BY: _____
Town Manager or Designee

ATTEST: _____ (SEAL)
COUNTY Clerk

ATTEST: _____
TOWN Clerk

LEGAL REVIEW

APPROVED as to form and legal sufficiency:

BY: *Ernie Zibhaber*
COUNTY Attorney

APPROVED as to form and legal sufficiency:

BY: _____
TOWN Attorney

EXHIBIT 'A'
PROJECT LIMITS

Below are the BUS SHELTER locations to be maintained under this Amendment.

Road:

- Collins Avenue at NE 96 Street (NB – NS)
- Collins Avenue at NE 93 Street (NB – NS)
- Harding Avenue at NE 90 Street (SB – NS)

County: Miami-Dade

EXHIBIT 'B'
CITY RESOLUTION

RESOLUTION No. 10-1945

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE TOWN TO ENTER INTO AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY TRANSIT AUTHORITY TO PURCHASE AND INSTALL BUS SHELTERS ON COLLINS AND HARDING AVENUES USING STIMULUS FUNDS, AUTHORIZING THE TOWN MANAGER TO EXECUTE ALL PURCHASE ORDERS OR OTHER REQUIRED DOCUMENTATION; AUTHORIZING THE TEMPORARY DISBURSEMENT OF FUNDS TO PAY FOR REQUIRED PERMIT FEES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside's Public Works Department (PWD) has determined that the installation of bus stop shelters along Collins and Harding Avenues will enhance public transportation facilities along the Town's main corridors.

WHEREAS, the Town's PWD has worked with the Miami-Dade County Transit Agency (MDTA) to apply the Town's American Recovery and Reinvestment Act (ARRA) funds allocation of \$55,291.00 towards the installation of bus shelters.

WHEREAS, the MDTA has prepared a mutually agreed upon interlocal agreement whereby the Agency will administer and oversee the bus shelter procurement, engineering, and installation process.

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

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

Section 2. Authorization to enter into an interlocal agreement. The Town Commission hereby authorizes the Town to enter into an the attached interlocal agreement with the MDTA to install two (2) bus stop shelters at a cost not to exceed \$55,291.00. The construction is an ARRA project and will be directly paid for by the MDTA with the exception of permit fees which will be reimbursed to the Town.

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

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

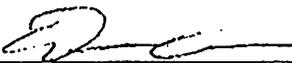
PASSED AND ADOPTED this 13 day of July, 2010.

Motion by Commissioner Kopelman, 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
Yes
Yes
Yes
Yes



Daniel Dietch, Mayor

Resolution No. 10-1945

ATTEST:


Debra E. Eastman, MMC
Town Clerk

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


Lynn M. Dannheisser
Town Attorney

Resolution No. 10-1945

Page 3 of 3



Town of Surfside Commission Communication

Agenda Item #: 3H

Agenda Date: December 9, 2014

Subject: Certification of Charter Amendments Election Results – November 4, 2014

Objective: The results of the November 4, 2014 Town of Surfside Charter Amendments Election were certified on November 14, 2014 by the Miami-Dade County Supervisor of Elections, Penelope Townsley. For the Town record the Town Commission must now certify the election results.

Background: The Town of Surfside added seven Charter Amendment questions to the General Election Ballot on November 4, 2014. Five amendments were approved by the electorate and two were defeated.

Analysis: N/A

Budget Impact: The budgeted amount for this election for FY 14/15 is \$25,000. The Town has not received the invoice from Miami-Dade County Elections as of December 2, 2014.

Growth Impact: N/A

Staff Impact: N/A

Recommendation: It is recommended that the Town Commission adopt the attached resolution.

Sandra Novoa, CMC, Town Clerk

John Di Censo, Interim Town Manager

RESOLUTION NO. 14 - _____

**A RESOLUTION OF THE TOWN OF SURFSIDE,
FLORIDA, ADOPTING THE CERTIFICATE OF THE
RESULTS OF THE NOVEMBER 4, 2014 SPECIAL
ELECTION FOR THE TOWN OF SURFSIDE, AND
DECLARING RESULTS THEREOF; AND PROVIDING
FOR AN EFFECTIVE DATE.**

WHEREAS, the Certification of the results of the November 4, 2014 Town of Surfside Special Election have been received and are attached hereto as Composite Exhibit "A" and are incorporated herein; and

WHEREAS, said Certification reflects that:

Question "A" as set forth below was not approved by the electorate of the Town of Surfside¹;
Question "B" as set forth below was approved by the electorate of the Town of Surfside;
Question "C" as set forth below was approved by the electorate of the Town of Surfside;
Question "D" as set forth below was approved by the electorate of the Town of Surfside;
Question "E" as set forth below was approved by the electorate of the Town of Surfside;
Question "F" as set forth below was not approved by the electorate of the Town of Surfside; and
Question "G" as set forth below was approved by the electorate of the Town of Surfside.

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

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

Section 2. That the Miami-Dade County Canvassing Board having canvassed the returns of the November 4, 2014 Special Election of the Town of Surfside, the Mayor and Town Commissioners hereby adopt the Certificate as to the results of said Special Election and it is hereby ordered that the Certificate of Election and this Resolution be recorded in the minutes of this Town Commission meeting as a permanent record of the results of said Special Election; and

¹ The seven ballot questions have been lettered "A"; "B"; "C"; "D"; "E"; "F"; and "G" for ease of reference herein only and were not so lettered on the ballot.

be it further resolved that, as a result of the Town of Surfside November 4, 2014 Special Election, the votes upon the questions presented reflect the following results.

Question “A”:

Qualifications for Office

Shall Charter Section 6 be amended to:

- *Delete requirement that members of Town Commission be at least 21 years old, thereby requiring members to be registered voters at least 18 years old consistent with Charter requirement that members be “qualified electors”;*
- *Require that Commission members be Town residents for at least one year immediately preceding qualifying for elected office instead of one year prior to registering to vote; and*
- *Delete language regarding dual-office holding?*

619	Yes
<hr/>	
770	No
<hr/>	

Question “B”:

Vacancies on Commission

Shall Charter language governing “Vacancies on Commission” be amended to:

- *Clarify when vacancies occur and establish process for filling vacancies;*
- *Conform related election dates;*
- *Expand definition of “vacancy” to include when Commission seats remain unfilled after qualifying ends; and*
- *Grant Commission “good cause” power excusing Commission member’s failure to attend meetings resulting in possible vacancy?*

853	Yes
<hr/>	
405	No
<hr/>	

Question “C”:

Vacancy in Candidacy

Per Charter Section 105(8), if more than five candidates qualify but said number is reduced before

election date, election is postponed and supplemental qualifying occurs.

Shall the Charter be amended to delete this Section and establish a revised supplemental qualifying process for vacancy in candidacy due to death, withdrawal or removal from ballot of candidates, said process including term commencement and Vice Mayor selection, and establish conditions for candidate(s) election by operation of law?

766	Yes
<hr/> 456	No
<hr/>	

Question “D”:

Canvassing Board

Shall Charter Section 108 governing canvassing of election returns by the Town’s Canvassing Board be deleted from the Town Charter and incorporated into Town Code Chapter 26 governing “Elections”?

581	Yes
<hr/> 558	No
<hr/>	

Question “E”:

Qualifying for Elected Office

Shall Charter language governing “Qualifying” (i.e., becoming a candidate) for elected office be amended to change time period for filing a qualifying petition from 55-35 days before election to 65-45 days before election while retaining Citizens’ rights to obtain signatures on petition prior to said time period, clarify related filing requirements, and clarify procedure related to determination of petition’s sufficiency?

752	Yes
<hr/> 477	No
<hr/>	

Question “F”:

Establishing Elected Officials’ Staggered Terms and Increasing Town Commissioners’ Terms

from Two to Four Years

The Charter establishes two year, unstaggered terms for the Mayor and Town Commissioners. Shall the Charter be amended to provide that commencing with Town’s General Election in 2016, terms of Town Commissioners shall be increased from two years to four years while retaining Mayor’s two year term, all Commission members’ terms shall be staggered, Vice-Mayor selection shall be by Commission, and related provisions regarding Runoff Election shall be conformed to reflect staggered terms?

473	Yes
822	No

Question “G”:

Runoff Election

Charter Section 105(5) requires a Runoff Election if General Election results in a tie vote between candidates for Town’s fifth Commission seat.

Shall the Charter be amended to clarify requirement for Runoff Election when a tie vote occurs for any Commission seat (not only the fifth Commission seat) wherein candidates receiving tie votes have not received highest number of votes for purposes of election, and establish process for determination of Runoff Election outcome?

895	Yes
360	No

Section 3. Be it further resolved and determined that Question “A” was not approved, Question “B” was approved , Question “C” was approved, Question “D” was approved, Question “E” was approved, Question “F” was not approved, and Question “G” was approved.

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

PASSED and ADOPTED on this day _____ day of _____, 2014.

Motion by _____,

Second by _____.

FINAL VOTE ON ADOPTION

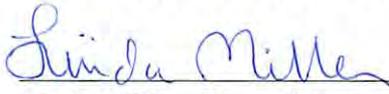
Commissioner Barry Cohen	_____
Commissioner Michael Karukin	_____
Commissioner Marta Olchyk	_____
Vice Mayor Eli Tourgeman	_____
Mayor Daniel Dietch	_____

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

Official

**CERTIFICATE OF COUNTY CANVASSING BOARD
MIAMI-DADE COUNTY**

We, the undersigned, ANDREW S. HAGUE, County Judge, Substitute Member/Chairperson, PENELOPE TOWNSLEY, Supervisor of Elections, Member, CARLOS GUZMAN, County Judge, Alternate Member, constituting the Board of County Canvassers in and for said County, do hereby certify that we met on the Fourteenth day of November, 2014 A.D., and proceeded publicly to canvass the votes given for the charter amendments herein specified at the **Town of Surfside Special Election** held on the Fourth day of November, 2014 A.D., as shown by the returns on file in the office of the Supervisor of Elections. We do hereby certify from said returns as follows:

Qualifications for Office

Shall Charter Section 6 be amended to:

- Delete requirement that members of Town Commission be at least 21 years old, thereby requiring members to be registered voters at least 18 years old consistent with Charter requirement that members be "qualified electors";
- Require that Commission members be Town residents for at least one year immediately preceding qualifying for elected office instead of one year prior to registering to vote; and
- Delete language regarding dual-office holding?

YES 619 Votes

NO 770 Votes

Vacancies on Commission

Shall Charter language governing "Vacancies on Commission" be amended to:

- Clarify when vacancies occur and establish process for filling vacancies;
- Conform related election dates;
- Expand definition of "vacancy" to include when Commission seats remain unfilled after qualifying ends; and
- Grant Commission "good cause" power excusing Commission member's failure to attend meetings resulting in possible vacancy?

YES 853 Votes

NO 405 Votes

Vacancy in Candidacy

Per Charter Section 105(8), if more than five candidates qualify but said number is reduced before election date, election is postponed and supplemental qualifying occurs.

Shall the Charter be amended to delete this Section and establish a revised supplemental qualifying process for vacancy in candidacy due to death, withdrawal or removal from ballot of candidates, said process including term commencement and Vice Mayor selection, and establish conditions for candidate(s) election by operation of law?

YES 766 Votes

NO 456 Votes

Canvassing Board

Shall Charter Section 108 governing canvassing of election returns by the Town's Canvassing Board be deleted from the Town Charter and incorporated into Town Code Chapter 26 governing "Elections"?

YES 581 Votes

NO 558 Votes

Qualifying for Elected Office

Shall Charter language governing "Qualifying" (i.e., becoming a candidate) for elected office be amended to change time period for filing a qualifying petition from 55-35 days before election to 65-45 days before election while retaining Citizens' rights to obtain signatures on petition prior to said time period, clarify related filing requirements, and clarify procedure related to determination of petition's sufficiency?

YES 752 Votes

NO 477 Votes

Establishing Elected Officials' Staggered Terms and Increasing Town Commissioners' Terms from Two to Four Years

The Charter establishes two year, unstagged terms for the Mayor and Town Commissioners.

Shall the Charter be amended to provide that commencing with Town's General Election in 2016, terms of Town Commissioners shall be increased from two years to four years while retaining Mayor's two year term, all Commission members' terms shall be staggered, Vice-Mayor selection shall be by Commission, and related provisions regarding Runoff Election shall be conformed to reflect staggered terms?

YES 473 Votes

NO 822 Votes

Runoff Election

Charter Section 105(5) requires a Runoff Election if General Election results in a tie vote between candidates for Town's fifth Commission seat.

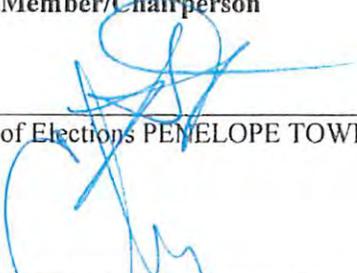
Shall the Charter be amended to clarify requirement for Runoff Election when a tie vote occurs for any Commission seat (not only the fifth Commission seat) wherein candidates receiving tie votes have not received highest number of votes for purposes of election, and establish process for determination of Runoff Election outcome?

YES 895 Votes

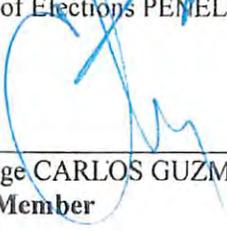
NO 360 Votes



County Judge ANDREW S. HAGUE
Substitute Member/Chairperson



Supervisor of Elections PENELOPE TOWNSLEY
Member



County Judge CARLOS GUZMAN
Alternate Member



Town of Surfside Commission Communication

Agenda # 4A1
Agenda Date: December 9, 2014
Subject: 10% windows for each story
From: Sarah Sinatra Gould, AICP, Town Planner

Background: The Town's zoning code provides a requirement for 10% windows per façade of a single family home. This requirement is per elevation, not per story. The Planning and Zoning Board has requested a modification to implement this modification per story rather than per elevation only.

Analysis:

Sec. 90-50. Architecture and roof decks.

9-50.1 Architecture.

(1) The architectural design of proposed main buildings shall create a unique elevation compared to the main buildings of the adjacent two homes on each side of the subject property on the same side of street. If the adjacent lot is vacant then the next adjacent lot shall be utilized. A unique elevation shall be created through the modulation of at least three of the following architectural features:

- a. Length, width and massing of the structure;*
- b. Number of stories;*
- c. Facade materials;*
- d. Porches and other similar articulation of the front facade;*
- e. Number and location of doors and windows; and*
- f. Roof style and pitch.*

(2) All elevations for new structures and multi-story additions (additions greater than 15 feet in height) shall provide for a minimum of ten-percent wall

openings including windows, doors or transitional spaces defined by porches, porticoes or colonnades—per story.

Budget Impact: N/A

Growth Impact: N/A

Staff Impact: N/A

Staff Recommendation: Staff recommends the Town Commission approve this ordinance on second reading.



Sarah Sinatra Gould, AICP, Town Planner

John DiCenso, Interim Town Manager

ORDINANCE NO. __ - _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 "ZONING", AND SPECIFICALLY AMENDING SECTION 90-50 "ARCHITECTURE AND ROOF DECKS" TO MODIFY THE CODE TO REQUIRE A 10% WINDOWS PER FAÇADE OF A SINGLE FAMILY HOME PER STORY; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside ("Town") proposes to amend its Code of Ordinances to address the requirement for 10% windows per façade of a single family home; and

WHEREAS, the code currently provides a requirement for 10% windows per façade of a single family home per elevation; and

WHEREAS, the Planning and Zoning Board, as the local planning agency for the Town, has requested a modification to the code to require a 10% windows per façade of a single family home per story; and

WHEREAS, the Town Commission has a desire to amend its Code of Ordinances to address the 10% windows per façade of a single family home and requested a modification to the code to require a 10% windows per façade of a single family home per story; and

WHEREAS, the Town Commission held its first public hearing on October 14, 2014 having complied with the notice requirements required by Florida Statutes; and

WHEREAS, the Planning and Zoning Board, as the local planning agency for the Town, held its hearing on the proposed amendments on October 30, 2014 with due public notice and input; and

WHEREAS, the Town Commission conducted a second duly noticed public hearing on these regulations as required by law on November 18, 2014; and

WHEREAS, the adoption of the 10% windows per façade of a single family home Ordinance is in the best interests of the Town of Surfside.

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

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. 90-50. Architecture and roof decks.

* * *

9-50.1 Architecture.

(1) The architectural design of proposed main buildings shall create a unique elevation compared to the main buildings of the adjacent two homes on each side of the subject property on the same side of street. If the adjacent lot is vacant then the next adjacent lot shall be utilized. A unique elevation shall be created through the modulation of at least three of the following architectural features:

- a. Length, width and massing of the structure;
- b. Number of stories;
- c. Facade materials;
- d. Porches and other similar articulation of the front facade;
- e. Number and location of doors and windows; and
- f. Roof style and pitch.

(2) All elevations for new structures and multi-story additions (additions greater than 15 feet in height) shall provide for a minimum of ten-percent wall openings including windows, doors or transitional spaces defined by porches, porticoes or colonnades-per story.

* * *

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 be effective ten (10) days after adoption on second reading.

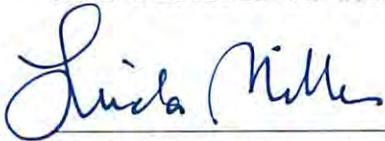
PASSED and ADOPTED on first reading this ____ day of _____, 2014.
PASSED and ADOPTED on second reading this ____ day of _____, 2014.

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: December 9, 2014

Subject: Single Family District Paint Colors

From: Sarah Sinatra Gould, AICP, Town Planner

Background: At the November 21, 2013 Planning and Zoning Board meeting, there was a discussion regarding modification to the code relating to paint color requirements in the single family district. The Board further discussed this topic at their April 28, 2014 meeting.

Analysis: There are currently no requirements relating to paint color restrictions in the code. The board directed staff to limit the permitted colors for a single family residence to the four lightest colors on a color swatch. If approved, the Building Department will maintain a color swatch in Town Hall. Applicants may present colors, of whatever manufacturer of their choosing, and match them to the color swatch in the Building Department. The Building Department staff will match up the proposed color with the color swatch and keep a copy of the color swatch on file. If there is a case of uncertainty, the Town Manager or his designee will determine if the color is permitted.

The following language is suggested:

Sec. 90-50. Architecture and roof decks.

9-50.1 Architecture.

(8) Paint colors. Structures in the H30A and H30B zoning districts shall be permitted to be painted the four lightest colors for the structure's primary color on the color swatch on file in the Building Department. All other colors may be accent colors. A paint permit shall be submitted to the Building Department and the approved paint swatch shall be kept on file with the permit. The Design Review Board shall make a determination in cases of uncertainty.

Staff Recommendation: Staff recommends the Town Commission approve this ordinance on second reading.

Budget Impact: N/A

Growth Impact: N/A

Staff Impact: N/A



Sarah Sinatra Gould, AICP, Town Planner

John DiCenso, Interim Town Manager

ORDINANCE NO. __ - _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 "ZONING", AND SPECIFICALLY AMENDING SECTION 90-50 "ARCHITECTURE AND ROOF DECKS" TO LIMIT THE PERMITTED COLORS IN THE H30A AND H30B ZONING DISTRICTS TO THE FOUR LIGHTEST COLORS ON A COLOR SWATCH; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside ("Town") proposes to amend its Code of Ordinances to address Single Family District Paint Colors Regulation; and

WHEREAS, there are currently no requirements relating to paint color restrictions in the code for structures in the H30A and H30B zoning districts; and

WHEREAS, the new changes to the code will require single family residences to be permitted to be painted the four (4) lightest colors for the structure's primary color on the color swatch; and

WHEREAS, the Planning and Zoning Board, as the local planning agency for the Town, held a public hearing on November 21, 2013 and April 28, 2014 to discuss modification to the code relating to paint color requirements in the single family district; and

WHEREAS, the Town Commission has a desire to amend its Code of Ordinances to address Single Family District Paint Colors Regulation and require single family residences to be permitted to be painted the four (4) lightest colors for the structure's primary color on the color swatch; and

WHEREAS, the Town Commission held its first public hearing on November 18, 2014 having complied with the notice requirements required by Florida Statutes; and

WHEREAS, the Planning and Zoning Board, as the local planning agency for the Town, held its hearing on the proposed amendments on December 3, 2014 with due public notice and input; and

WHEREAS, the Town Commission conducted a second duly noticed public hearing on these regulations as required by law on January 13, 2015; and

WHEREAS, the Town Commission hereby finds and declares that adoption of this Ordinance is necessary, appropriate, and advances the public interest.

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

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. 90-50. Architecture and roof decks.

9-50.1 Architecture.

(8) Paint colors. Structures in the H30A and H30B zoning districts shall be permitted to be painted the four lightest colors for the structure’s primary color on the color swatch on file in the Building Department. All other colors may be accent colors. A paint permit shall be submitted to the Building Department and the approved paint swatch shall be kept on file with the permit. The Design Review Board shall make a determination in cases of uncertainty.

* * *

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 be effective ten (10) days after adoption on second reading.

PASSED and ADOPTED on first reading this ____ day of _____, 2014.

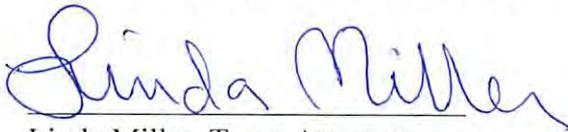
PASSED and ADOPTED on second reading this ____ day of _____, 2015.

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, Town Clerk

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



Linda Miller, Town Attorney

On Final Reading Moved by: _____

On Final Reading Seconded by: _____

VOTE ON ADOPTION:

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



Town of Surfside Commission Communication

Agenda Item #: 4A3
Agenda Date: October 14, 2014
Subject: Ordinance amending Section 2-235 "Lobbying"

Background: This Ordinance amends Section 2-235 Lobbying. The Town amends the definition of lobbyist to include attorneys and requires all lobbyists within a firm who represent the same principal to register as a lobbyist and pay a \$250.00 fee. The Town further amends that all lobbyists within a firm who represent the same principal must file a separate lobbyist expenditure report.

Budget Impact: None

Recommendation: Town staff recommends that the Town Commission approve this.

Sandra Nova, Town Clerk

Michael P. Crotty, Town Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING SECTION 2-235 “LOBBYING”; CLARIFYING THE DEFINITION OF A LOBBYIST; SPECIFICALLY AMENDING SECTION 2-235 (2) “LOBBYIST REGISTRATION, FEES, RENEWAL AND WITHDRAWAL”; REQUIRING ALL LOBBYIST WITHIN THE SAME FIRM WHO REPRESENT THE SAME PRINCIPAL TO REGISTER, PAY FEE AND FILE EXPENDITURE REPORT; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Surfside proposes to amend its Code of Ordinances to address lobbying which regulates the standards of conduct and behavior for those appearing before Town officials; and

WHEREAS, there is a need to amend the definition of a lobbyist to include attorneys and to require all lobbyist within the same firm who represent the same principal to register, to pay a fee and to file an expenditure report; and

WHEREAS, the Town Commission held its first public hearing on October 14, 2014 having complied with the notice requirements required by Florida Statutes; and

WHEREAS, the Town Commission conducted a second duly noticed public hearing on these regulations as required by law on November 18, 2014; and

WHEREAS, the adoption of the amended lobbying ordinance is in the best interests of the Town of Surfside.

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

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. 2-235. - Lobbying.

This section shall be applicable to all lobbyists as defined below, and shall also constitute a standard of conduct and behavior for all lobbyists. The provisions of this section shall be applied in a cumulative manner.

(1) *Definitions.* For purposes of this section, the following words, terms and phrases shall have the meanings as indicated below:

a. *Town personnel.* Those town officers and employees specified to include the mayor and town commissioners, town board or town committee members, and all town employees.

b. *Lobbyist.* All persons, attorneys, firms, or corporations employed or retained by a principal who seeks to encourage the passage, defeat, or modifications of (1) any ordinance, resolution, action or decision of the town commission; (2) any action, decision, recommendation of a town board or committee; or (3) any action, decision or recommendation of town personnel during the time period of the entire decision-making process on such action, decision or recommendation which foreseeably will be heard or reviewed by the town commission, or a town board or committee. "Lobbyist" specifically includes the principal, as defined in this section, as well as any agent, officer or employee of a principal, regardless of whether such lobbying activities fall within the normal scope of employment of such agent, officer or employee. The term "lobbyist" specifically excludes any person who only appears as a representative of a not-for-profit corporation or entity (such as charitable organization, a trade association or trade union), without special compensation or reimbursement for the appearance, whether direct, indirect, or contingent, to express support or opposition to any item.

c. *Principal.* All persons, firms, or corporations who employ a lobbyist.

(2) *Lobbyist registration, fees, renewal and withdrawal.*

a. All lobbyists shall register with the town clerk before engaging in any lobbying activities in the town. Every person required to register as a lobbyist shall:

i. Register as a lobbyist.

1. Complete the annual lobbyist registration form, as prepared by the town clerk, stating under oath his or her name, business address, and the name and business address of each person or entity which has employed the registrant to lobby. If the lobbyist represents a corporation, it shall also be identified.

2. Without limiting the foregoing, the lobbyist shall also identify all persons holding, directly or indirectly, a five-percent or more ownership interest in the corporation, partnership, or trust.

ii. Pay an annual lobbyist registration fee of \$250.00.

iii. Register and disclose terms for each principal represented.

1. Complete the annual principal registration form, as prepared by the town clerk, prior to conducting any lobbying for each principal (client) being lobbied. Such application shall include a requirement that the lobbyist state under oath, his or her name, business address, the name and business address of each person or entity by which s/he has been employed to lobby, as well as a letter of permission signed by the person, entity, principal or the principal's representative, stating that the lobbyist is authorized to represent him/her/it, together with a disclosure of the terms and amount of compensation paid by each principal to the lobbyist. Each lobbyist and his/her principal shall attach a copy of a fee letter and specify whether any bonuses, success fees, or other consideration shall be received for such lobbying activities. In the alternative, such lobbyist shall

submit to the town clerk a joint affidavit, sign by the lobbyist and his/her principal, disclosing the terms amount of compensation (to be) paid by each principal to the lobbyist with regard to the specific issue on which the lobbyist has been engaged.

2. Pay an annual principal registration fee of \$100.00.

3. ~~However~~, if multiple lobbyists from the same firm represent the same principal, then only one principal registration form and applicable principal registration fee of \$100.00 is are required to be filed for that principal. All lobbyists from the same firm who represent the same principal must file a separate lobbyist registration form and a lobbyist registration fee of \$250.00. All lobbyist are required to file an expenditure report as outline below in 2 (a) (iv). Any lobbyist from the same firm may submit all the necessary documents to the Town Clerk on behalf of the firm.

iv. File a lobbyist expenditure report.

1. By January 15 of each year, all lobbyists shall submit to the town clerk a signed statement under oath listing all lobbying expenditures for the preceding calendar year. The statement shall list in detail each expenditure by category, including food and beverage, entertainment, research, communication, media advertising, publications, travel, lodging and special events, and town personnel on whose behalf or benefit the expenditure was made. A statement shall be filed even if there have been no expenditures during the reporting period. Annual statements shall be required until such time as the lobbyist files a notice of withdrawal of lobbying activities with the town clerk.

2. The town clerk shall notify any lobbyist who fails to timely file an expenditure report. In addition to any other penalties which may be imposed, a fine of \$50.00 per day shall be assessed for reports filed after the due date. Any lobbyist who fails to file the required expenditure report by January 15 shall be automatically suspended from lobbying until all fines are paid, unless the fine has been appealed to the special master of the Town of Surfside.

3. A lobbyist or principal may appeal a fine and may request a hearing before the special master for the Town of Surfside. A request for hearing on the fine must be filed with the special master within fifteen (15) calendar days of receipt of the notification of the failure to file the required disclosure form.

* * *

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 be effective upon final adoption on second reading.

PASSED and **ADOPTED** on first reading this ____ day of _____, 2014.

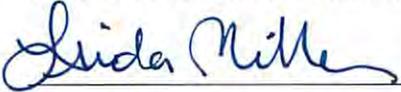
PASSED and **ADOPTED** on second reading this ____ day of _____, 2014.

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 #: 9A

Agenda Date: October 14, 2014

Subject: Restructure of Solid Waste Commercial Rates

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	\$230.90 per apartment
Hotel/Motel	\$97.14 per room
Business 1 st Fl.	\$506.38 per business
Business 2 nd Fl.	\$254.78 per business
Business other	\$254.78 per business
Commercial	\$1019.14 per business
Liquor/Food	\$1522.33 per business
Service Stations	\$3035.11 per business
Restaurant	\$50.96 per seat
Post Office	\$3035.11
Bar/Package	\$6070.23

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, 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 attached study matches Staff's concerns of our current rate structure, and recommends a new commercial rate structure based on cubic yards of solid waste at \$21.54 per yard.

This would provide a fair and equitable fee structure for the services to the businesses. The per 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 will be reflected in the new rate schedule.

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 (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 ST FLR	3,035	1,284	(1,751)
OFFICE – 2 ND FLR	172	642	470

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

As a point of information, the current rates have been in effect since 2008 except for a modest increase for commercial customers in the business district.

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 over the past six years.

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	\$56.59
2010	\$58.19
2011	\$59.89
2012	\$61.74
2013	\$63.65
2014	\$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 address our aging fleet/trucks that are 9 to 13 years old.

Recommendation: It is recommended that the proposed commercial rate structure based on cubic feet of solid waste be approved.



Donald Nelson, Finance Director



Michael P. Crotty, Town Manager



As the Town of Surfside (the Town) considers a transition from the current method of invoicing for services based on the business type and location to a cost of service approach, several issues need to be addressed. The biggest issue being what is the cost of service and how changing the method of invoicing will impact the Town’s solid waste customers. The following report summarizes the cost of service for residential and commercial customers and presents a rate schedule for commercial customers.

Cost Assumptions for Rates

The cost of service approach for the collection rates utilizes the current year operating budget (FY 2014-15) escalated at 3.5% for next two fiscal years. The beginning reserve balance in the SW Fund in September 2015 is expected at 4.2%. The rates in this report do not contribute any additional revenues to increase this balance. It is assumed new assets will be purchased over a three year period beginning in FY 2014-15 and the Town will finance these assets for a period of five years at a rate of 6% interest. Table 1 summarizes the assets to be purchased.

Table 1: Projected Solid Waste Asset Purchases

Asset	Purpose	Purchase Year	Cost Each
2014 Mack Truck	Replace 2001 Mack	FY 2014-15	\$183,600
2015 Mack Truck	Replacement 2004 Mack	FY 2015-16	\$189,108
2016 Mack Truck	Replacement 2005 Mack	FY 2016-17	\$194,781
Grapple Truck	Bulky Waste / Storm Clean up	FY 2014-15	\$100,000
65 gal SW Carts	Residential Collection	FY 2016-17	\$55.87
95 gal Recycle Carts	Residential Collection	FY 2015-16	\$63.95
2 YD Containers	Commercial Collection	FY 2014-15	\$583.10
3 YD Containers	Commercial Collection	FY 2014-15	\$747.12

With the exception of the contracted collection of recycling, collection costs are not segregated in the SW Fund by residential and commercial; therefore, allocations are made to correspond the services with costs. Four metrics are used to allocate costs: Labor Hours, Route Hours, Customer Count and Collected Materials.

Labor Hours

There are seven employees assigned to garbage collection. Multiplying the seven employees by 2,080 hours (52 weeks x 40 hours a week) yields 14,560 hours of labor for collection. Residential collection requires one collection crew (two full time employees) to collect waste plus an additional 8 hours a week to fill in for time off, bulky waste, and heavy collection weeks. The remaining employees are assigned to commercial collection.



Route Hours

The Town utilizes three collection crews (two employees per truck) Monday through Friday and one crew for five hours on Saturday. The estimated weekly hours expended on the collection routes is 125 hours (8 hours per weekday x 3 crews x 5 days plus 5 hours on Saturday).

Customer Count

There are 1,147 residential customers and 150 commercial customers.

Collected Materials

From September 2013 to March 2013, Town crews collected an average of 87 tons of solid waste per week. Using industry averages for set out weights, disposal costs were allocated to residential and commercial customers. The average set out weight for residential customers is 50 pounds a week and for commercial customers, it is 125 pounds per collected cubic yard. Allocated weekly waste tons from residential customers is 1,147 customers x 50 pounds per week / 2,000 pounds per ton = 28.7 tons per week. Commercial crews collect and estimated 938 yards of waste; therefore, 938 yards x 125 pounds / 2,000 pounds per ton is 58.6 tons per week. Table 2 details the metrics used to allocate cost between residential and commercial collection.

Table 2: Allocation Metrics

Allocation Description	Amounts	Residential	Commercial
Annual Labor Hours	14,560	4,576	9,984
Labor Hour Allocation Percentages		31.4%	68.6%
Annual Collection Route Hours	6,375	2,080	4,295
Collection Hour Allocation Percentages		32.6%	67.4%
Customers	1,297	1,147	150
Customer Allocation Percentages		88.4%	11.6%
Annual Collected Waste Tons	4,539.50	1,491	3,048
Collected Waste Percentages		33%	67%

Other Costs

Each commercial customer can choose to subscribe and pay for recycling service. The Town has a contract with an outside vendor to provide collection of recycling to commercial customers that desire to pay the additional amount for the service. These costs are assigned to the customers subscribing to the service.

Budgeted line item costs were allocated based on function. Table 3 on the next page summarizes the allocated costs from the SW Fund for the current fiscal year. Projected costs for fiscal years 2015-16 and 2016-17 were also allocated using the same percentages from Table 2: Allocation Metrics.



Table 3: Allocated Collection Costs

Cost	Allocation Method	FY 14-15	Residential	Commercial
Labor Expense	labor hours	\$641,378	\$201,576	\$439,802
Collection Expense	route hours	\$165,216	\$53,906	\$111,310
Admin Expense	customers	\$10,000	\$8,843	\$1,157
Disposal / Recycling	tons / actual	\$444,766	\$143,389	\$301,377
Overhead Allocation	route hours	\$121,476	\$39,635	\$81,841
Container Expense	actual	\$26,261	\$0	\$26,261
Truck Replacement	route hours	\$65,793	\$21,467	\$44,327
Total Collection Cost		\$1,474,890	\$468,816	\$1,006,074

Residential Collection

Because all Surfside residents receive the same level of service, calculating the annual cost is simply dividing the allocated cost from Table 3 by the number of residents. Projecting the increased costs over the next three years, the cost per resident will increase due to inflationary pressure, asset replacement, and disposal costs. Table 4 below details the cost of residential collection compared to the current rate.

Table 4: Cost of Residential Collection Services

Cost	FY 14-15	FY 15-16	FY 16-17
Labor Expense	\$201,576	\$208,461	\$215,586
Collection Expense	\$53,906	\$55,563	\$57,404
Admin Expense	\$8,843	\$8,885	\$8,929
Disposal / Recycling	\$143,389	\$147,196	\$151,136
Overhead Allocation	\$39,635	\$41,022	\$42,457
Roll Cart Expense	\$-	\$6,032	\$6,756
Truck Replacement	\$21,467	\$35,781	\$50,525
Total Collection Cost	\$468,816	\$502,940	\$532,793
Residential Customer Count	1,147	1,147	1,147
Cost of Service Rate	\$411.48	\$438.48	\$464.51
Current Rate	\$277.08	\$277.08	\$277.08
Revenue Shortfall per Customer	\$(131.65)	\$(161.40)	\$(187.43)

Replacement of collection assets contributes substantially to the increased costs, especially in FY 15-16 and FY 16-17. The cost impact per customer is \$18.72 in the first year and \$36.45 and \$49.94 in the second and third years respectively.



Assuming residential collection rates will remain unchanged, the shortfall will be subsidized by commercial collection. The annual cost allocated to commercial is summarized in Table 5.

Table 5: Commercial Subsidy

Fiscal Year	Annual Subsidy
FY 2014-15	\$151,005
FY 2015-16	\$185,129
FY 2016-17	\$214,982

Commercial Collection

Migrating from invoicing by business type and location to the cost of service presents a few obstacles. The first is the utilization of operational assumptions to calculate the current cost of service and the second is assuming that the customers will not change habits when presented higher collection rates.

Under the current system, customer containers, regardless of how many are on-site, are emptied by collection crews on a regular basis. The containers may be completely or partially filled, or have additional bags sitting outside the containers. It doesn't matter how much or how little waste is generated. It all goes away at a set cost to the business owner. Because customers are not invoiced on the amount set out for collection, the Town does not collect specific information on the size of the container for each customer, the number of containers on-site, or the collection frequency for each particular site (except the Saturday collection customers). With this key limitation, an estimation of collected waste yards was completed on the current customer count and is the basis for the proposed cost of service rates.

The second obstacle of implementing a cost of service rate system will be predicting the change in customer behavior when the new rate structure is enacted. Customers will take steps to reduce the amount and frequency of waste collected by either recycling or compacting waste. Both of these activities will reduce the number of stops and yards collected by Town crews; thereby increasing the collection rates if no offsets for these reductions are incurred by Town crews.

In addition to a cost of service rate approach, the Town will also provide commercial customers with either a 2 yard or 3 yard poly container (see Figure 1) that is compatible with a rear load collection system. Because of the Town's saltwater environment and the corrosive nature of leachate (garbage juice), a poly container will last longer than a conventional steel or galvanized container. The container would be rented to customers on a monthly basis. The estimated rate for a 2 yard container is \$12.40 per month and a 3 yard container would be \$15.89 per month.

Figure 1: Commercial Poly Container





Estimation of Collected Waste Yards

The Town currently classifies businesses by rate groups. A restaurant is currently invoiced based on the number of customer seats whereas an office space is invoiced by its location. Some of these classifications were utilized to estimate the volume (yardage) of waste generated on a weekly basis. Businesses other than hospitality and service were assumed a specific yardage. Office suites were assumed to generate amounts that would require a roll cart instead of a commercial container. Table 6 below details the business type, the waste volume, and the unit of measurement.

Table 6: Commercial Waste Volume Assumptions

Business Type	Waste Volume	Unit of Measurement
Hotel	35 gallons / .16 yards	Room
Business First Floor	65 gallons / .32 yards	Office
Business Second Floor	65 gallons / .32 yards	Office
Business Other Areas	95 gallons / .48 yards	Office
Apartment	35 gallons / .16 yards	Apartment Unit
Commercial Harding Ave	1 yard	Per Week
Liquor / Food Package	2 yard	Per Week
Service Stations	1 yard	Per Week
Restaurant - per seat	65 gallons / .32 yards	Per Seat
Bar	35 gallons / .16 yards	Per Seat
Post Office	1 yard	Per Week

If a hotel has 100 rooms, it was estimated to generate 16 yards of waste per week (100 rooms x .16 yards per room). A commercial business on Harding Avenue is assumed to generate 1 yard of waste a week; whereas, a second floor business suite would generate 65 gallons of waste per week. Multiplying each customer's waste volume assumption by the units totaled to an estimated 938 weekly yards of collected waste. An assumed decrease of 10% in each of the following years is assumed in the rate calculations.



Calculating the Cost of Collection

Budgeted costs for FY 2014-15 allocated to commercial collection that were summarized in Table 3 totaled \$1,006,074. With the addition costs of the residential subsidy from Table 5, the total commercial collection costs are \$1,050,801. Most of the costs for commercial collection can be allocated over collected waste yards with the exception of recycling and container rent. Recycling costs are passed through to the customer based on the level of service currently provide by the Town’s contractor. Container rent is a fixed monthly amount assessed on the size and number of containers a customer is currently utilizing. Table 7 below summarizes the collection costs in total and by the collected yard for a three year period.

Table 7: Commercial Collection Cost by Activity and by the Yard

Rate Components	FY 2014-15 Budget	Per Yard Rate	FY 2015-16 Budget	Per Yard Rate	FY 2016-17 Budget	Per Yard Rate
Labor Expense	\$439,802	\$9.02	\$454,823	\$9.33	\$470,370	\$9.64
Collection Expense	\$110,307	\$2.26	\$113,694	\$2.33	\$117,459	\$2.41
Admin Expense	\$1,157	\$0.02	\$1,162	\$0.02	\$1,168	\$0.02
Truck Replacement	\$44,327	\$0.91	\$73,884	\$1.51	\$104,329	\$2.14
Disposal	\$222,362	\$4.56	\$230,144	\$4.72	\$238,199	\$4.88
Overhead	\$81,841	\$1.68	\$84,706	\$1.74	\$87,671	\$1.80
Residential Subsidy	\$151,005	\$3.10	\$185,129	\$3.80	\$214,982	\$4.41
Total Cost	\$1,050,801	\$21.54	\$1,143,542	\$23.45	\$1,234,177	\$25.30
Annual Yards	48,774		43,897		39,507	
Collection Cost per Yard		\$21.54	0	\$26.05	0	\$31.24

Rate Calculation

The rate calculation is collection cost per yard, multiplied by the number of monthly pick-ups, plus the container rent, plus any pass through recycling charges. For example, the rate charged for a 3 yard container collected once a week is as follows:

$$\$280.07 = (3 \text{ yards} \times 1 \text{ weekly pick-up} \times (52/12) \text{ pick-ups per month} \times \$21.54 \text{ cost per yard})$$

$$\$15.89 = \text{monthly rental charge for a 3 yard poly container}$$

$$\$295.96 = \text{sum of collection and rental}$$

$$\$296.00 \text{ is the collect rate rounded to the nearest dollar}$$

Complete rate schedules for monthly and annual collection cost are detailed on the following page.



Table 8: Monthly Commercial Container Collection Rate (FY 2014-15)

Volume	On-call	EOW	1	2	3	4	5	6
65 gal cart	\$15	\$20	\$31	\$62	\$93	\$124	\$155	\$186
95 gal cart	\$18	\$26	\$45	\$90	\$135	\$180	\$225	\$270
2 yard	\$55	\$106	\$199	\$386	\$573	\$759	\$946	\$1,133
3 yard	\$81	\$156	\$296	\$576	\$856	\$1,136	\$1,416	\$1,696

Table 9: Annual Commercial Container Collection Rate (FY 2014-15)

Volume	EOW	1	2	3	4	5	6
65 gal cart	\$240	\$372	\$744	\$1,116	\$1,488	\$1,860	\$2,232
95 gal cart	\$312	\$540	\$1,080	\$1,620	\$2,160	\$2,700	\$3,240
2 yard	\$1,272	\$2,388	\$4,632	\$6,876	\$9,108	\$11,352	\$13,596
3 yard	\$1,872	\$3,552	\$6,912	\$10,272	\$13,632	\$16,992	\$20,352

Transition Issues to Consider

The change in the way services are invoiced will require changes in accounting and customer service. Administrative staff will need to account for additional pick-ups, extra charges, containers, and more importantly – changes in container sizes and collection frequencies. Daily route sheets will need to be generated that detail the customers and containers collected. Drivers will need to note additional pick-ups, extras, and other information on the daily route sheets so the customer can be correctly invoiced. Administrative personnel will need to review the daily route sheets and input the extra charges for each customer into the billing system.

Customer service staff will also spend a lot of time on the phone with customers during the first 180 days of the transition explaining the changes and service charges.

During the transition, most customers will change habits in order to keep the collection rates as low as possible. Many will choose the smallest container possible and reduce collection frequency as they try to right size their level of service. During this time, the Town should consider monthly invoicing until the customers determine the best mix of containers and collection frequency. This typically requires six months until the change becomes customary.



Residential Subsidy / Fund Balance

As noted earlier, commercial customers are and will be burdened with a portion of the residential collection costs. Additionally, the projected fund balance is expected to shrink to only two weeks of working capital. While raising rates on voters is usually not a popular decision, it is one the Town's Commission needs to deliberate with the necessary changes to the current system. Phasing in a rate increase for residential service over the next four years would increase the balance in the SW Fund and could greatly diminish the burden on commercial revenues. Table 10 summarizes the rate impacts from a phased in residential rate to achieve a cost of service rate in FY 2017-18.

Table 10: Cost of Service Rate Impacts

Service	FY 14-15	FY 15-16	FY 16-17	FY 17-18
Annual Residential Rate	\$277.08	\$330.88	\$400.78	\$477.45
Monthly Rate Increase	\$ 0	\$4.48	\$5.83	\$6.39
Commercial Rate Subsidy per Yd.	\$3.10	\$2.53	\$1.50	\$ 0

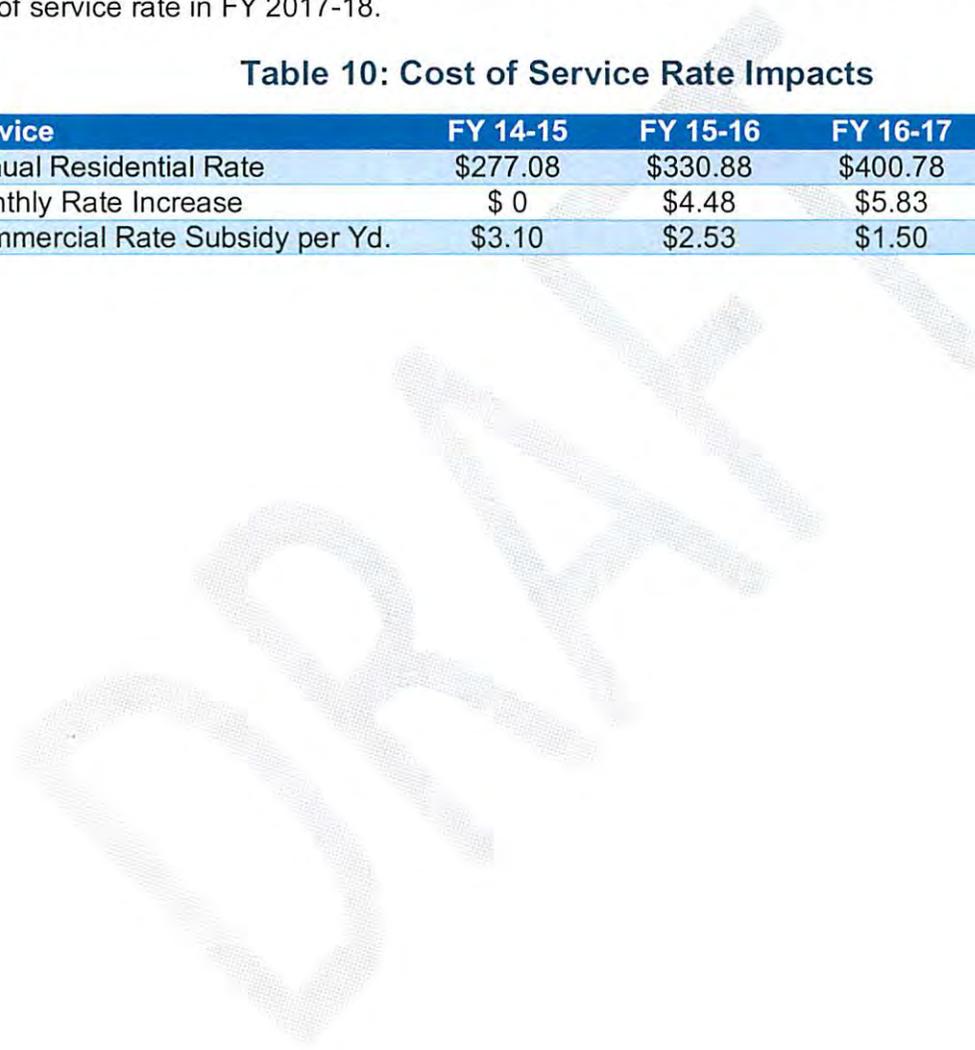


Table 1: Projected Solid Waste Asset Purchases

Asset	Purpose	Purchase Year	Cost Each
2014 Mack	Replace 2001 Mack	FY 2014-15	\$ 183,600
2015 Mack	Replacement 2004 Mack	FY 2015-16	\$ 189,108
2016 Mack	Replacement 2005 Mack	FY 2014-15	\$ 194,781
Grapple Truck	Bulky Waste / Storm Clean up	FY 2014-15	\$ 100,000
SW Carts	Residential Collection	FY 2014-15	\$ 53.98
Recycle Carts	Residential Collection	FY 2014-15	\$ 20.00
2 YD Containers	Commercial Collection	FY 2014-15	\$ 583.10
3 YD Containers	Commercial Collection	FY 2014-15	\$ 747.12

Table 2: Allocation Metrics

Allocation Description	Total Service	Res SW	Container SW
Labor Hours	14,560	4,576	9,984
Labor Hour Allocation Percentages		31.4%	68.6%
Collection Route Hours	6,375	2,080	4,295
Collection Hour Allocation Percentages		32.6%	67.4%
Customers	1,297	1,147	150
Customer Allocation Percentages		88.4%	11.6%
Collected Material Tons	4,539.50	1,491	3,048
Collected Material Percentages		33%	67%

Table 3: Allocated Collection Costs

Cost	Allocation Method	FY 14-15		Residential		Commercial	
Labor Expense	labor hours	\$ 641,378	\$ 201,576	\$ 201,576	\$ 439,802		
Collection Expense	route hours	\$ 165,216	\$ 53,906	\$ 53,906	\$ 111,310		
Admin Expense	customers	\$ 10,000	\$ 8,843	\$ 8,843	\$ 1,157		
Disposal / Recycling	tons / actual	\$ 444,766	\$ 143,389	\$ 143,389	\$ 301,377		
Overhead Allocation	route hours	\$ 121,476	\$ 39,635	\$ 39,635	\$ 81,841		
Container Expense	actual	\$ 26,261	\$ -	\$ -	\$ 26,261		
Truck Replacement	route hours	\$ 65,793	\$ 21,467	\$ 21,467	\$ 44,327		
Total Cost		\$ 1,474,890	\$ 468,816	\$ 468,816	\$ 1,006,074		

Table 4: Cost of Residential Collection Services

Cost	FY 14-15		FY 15-16		FY 16-17	
Labor Expense	\$ 201,576	\$ 208,461	\$ 215,586			
Collection Expense	\$ 53,906	\$ 55,563	\$ 57,404			
Admin Expense	\$ 8,843	\$ 8,885	\$ 8,929			
Disposal / Recycling	\$ 143,389	\$ 147,196	\$ 151,136			
Overhead Allocation	\$ 39,635	\$ 41,022	\$ 42,457			
Roll Cart Expense	\$ -	\$ 6,032	\$ 6,756			
Truck Replacement	\$ 21,467	\$ 35,781	\$ 50,525			
Total Collection Cost	\$ 468,816	\$ 502,940	\$ 532,793			

Residential Customer Count

	1,147	1,147	1,147
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Cost of Service Rate

\$ 408.73	\$ 438.48	\$ 464.51
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Current Rate

\$ 277.08	\$ 277.08	\$ 277.08
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Revenue Shortfall per Customer

\$ (131.65)	\$ (161.40)	\$ (187.43)
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Asset Replacement Costs

\$ 18.72	\$ 36.45	\$ 49.94
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Table 5: Commercial Subsidy

Fiscal Year	Annual Subsidy
FY 2014-15	\$ 151,005
FY 2015-16	\$ 185,129
FY 2016-17	\$ 214,982

Table 6: Commercial Waste Volume Assumptions

Business Type	Waste Volume	Unit of Measurement
Hotel	35 gallons	Room
Business First Floor	65 gallons	Office
Business Second Floor	35 gallons	Office
Business Other Areas	65 gallons	Office
Apartment	35 gallons	Apartment Unit
Commercial Harding Ave	1 yard	week
Liquor / Food Package	2 yafd	week
Service Stations	1 yard	week
Restaurant - per seat	35 gallons	Per Seat
Bar	35 gallons	Per Seat
Post Office	1 yard	week

Table 7: Commercial Collection Cost by Activity and by the Yard

Rate Components	FY 14-15		2015		FY 15-16		2016	
	Budget		Per Yard Rate	Budget	Per Yard Rate	Budget	Per Yard Rate	
Labor Expense	\$	439,802	\$	\$	454,823	\$	9.33	
Collection Expense	\$	110,307	\$	\$	113,694	\$	2.33	
Admin Expense	\$	1,157	\$	\$	1,162	\$	0.02	
Truck Replacement	\$	44,327	\$	\$	73,884	\$	1.51	
Disposal	\$	222,362	\$	\$	230,144	\$	4.72	
Overhead Allocation	\$	81,841	\$	\$	84,706	\$	1.74	
Residential Subsidy	\$	151,005	\$	\$	185,129	\$	3.80	
Total Cost	\$	1,050,801	\$	\$	1,143,542	\$	23.45	
Annual Collected Yards		48,774			43,897			
Collection Cost per Yard			\$		21.54	\$	26.05	
Sample Rate Calculation								
Collection Cost	\$	280.07						
Container Rent	\$	15.89						
Total Cost	\$	295.96						

Table 8: Monthly Commercial Container Collection Rate

Volume	On-call	EOW	1	2
65 gal cart	15	20	31	62
95 gal cart	18	26	45	90
2 yard	55	106	199	386
3 yard	81	156	296	576

Table 9: Annual Commercial Container Collection Rate

Volume	EOW	1	2
65 gal cart	240	372	744
95 gal cart	312	540	1,080
2 yard	1,272	2,388	4,632
3 yard	1,872	3,552	6,912

Working Capital
 \$ 25,282
 2.11

Table 10: Cost of Service Rate Impacts

Service	FY 14-15	FY 15-16	FY 16-17	FY 17-18
Annual Residential Rate	\$ 277.08	\$ 330.88	\$ 400.78	\$ 477.45
Monthly Rate Increase	\$ -	\$ 4.48	\$ 5.83	\$ 6.39
Commercial Rate Subsidy per Yard	\$ 3.10	\$ 2.53	\$ 1.50	\$ -

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Asset	Purpose	Purchase Year	Cost Each
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Collected Material Tons	4,539.50	1,491	3,048
Collected Material Percentages		33%	67%

Table 3: Allocated Collection Costs

Cost	Allocation Method	FY 14-15			FY 15-16			FY 16-17		
		Commercial	Residential	Commercial	Commercial	Residential	Commercial	Commercial	Residential	Commercial
Labor Expense	labor hours									
Collection Expense	route hours									
Admin Expense	customers									
Disposal / Recycling	tons / actual									
Overhead Allocation	route hours									
Container Expense	actual									
Truck Replacement	route hours									
Total Cost										

Table 4: Cost of Residential Collection Services

Cost	FY 14-15		FY 15-16		FY 16-17	
Labor Expense	\$	201,576	\$	208,461	\$	215,586
Collection Expense	\$	53,906	\$	55,563	\$	57,404
Admin Expense	\$	8,843	\$	8,885	\$	8,929
Disposal / Recycling	\$	143,389	\$	147,196	\$	151,136
Overhead Allocation	\$	39,635	\$	41,022	\$	42,457
Roll Cart Expense	\$	-	\$	6,032	\$	6,756
Truck Replacement	\$	21,467	\$	35,781	\$	50,525
Total Collection Cost	\$	468,816	\$	502,940	\$	532,793
Residential Customer Count		1,147		1,147		1,147
Cost of Service Rate	\$	408.73	\$	438.48	\$	464.51
Current Rate	\$	277.08	\$	277.08	\$	277.08
Revenue Shortfall per Customer	\$	(131.65)	\$	(161.40)	\$	(187.43)
Asset Replacement Costs	\$	18.72	\$	36.45	\$	49.94

Table 5: Commercial Subsidy

Fiscal Year	Annual Subsidy
FY 2014-15	\$ 151,005
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Post Office	1 yard	week

Table 7: Commercial Collection Cost by Activity and by the Yard

Rate Components	FY 14-15		2015		FY 15-16		2016		FY 16-17		2017	
	Budget		Per Yard Rate	Budget	Per Yard Rate	Budget	Per Yard Rate	Budget	Per Yard Rate	Budget	Per Yard Rate	
Labour Expense	\$	439,802	\$ 9.02	\$ 454,823	\$ 9.33	\$ 470,370	\$ 9.64					
Collection Expense	\$	110,307	\$ 2.26	\$ 113,694	\$ 2.33	\$ 117,459	\$ 2.41					
Admin Expense	\$	1,157	\$ 0.02	\$ 1,162	\$ 0.02	\$ 1,168	\$ 0.02					
Truck Replacement	\$	44,327	\$ 0.91	\$ 73,884	\$ 1.51	\$ 104,329	\$ 2.14					
Disposal	\$	222,362	\$ 4.56	\$ 230,144	\$ 4.72	\$ 238,199	\$ 4.88					
Overhead Allocation	\$	81,841	\$ 1.68	\$ 84,706	\$ 1.74	\$ 87,671	\$ 1.80					
Residential Subsidy	\$	151,005	\$ 3.10	\$ 185,129	\$ 3.80	\$ 214,982	\$ 4.41					
Total Cost	\$	1,050,801	\$ 21.54	\$ 1,143,542	\$ 23.45	\$ 1,234,177	\$ 25.30					
Annual Collected Yards		48,774		43,897		39,507						
Collection Cost per Yard		\$	\$ 21.54	\$	\$ 26.05	\$	\$ 31.24					
Sample Rate Calculation												
Collection Cost	\$	280.07										
Container Rent	\$	15.89										
Total Cost	\$	295.96										

Table 8: Monthly Commercial Container Collection Rate

Volume	On-call	EOW	1	2	3	4	5	6
65 gal cart	\$ 15	\$ 20	\$ 31	\$ 62	\$ 93	\$ 124	\$ 155	\$ 186
95 gal cart	\$ 18	\$ 26	\$ 45	\$ 90	\$ 135	\$ 180	\$ 225	\$ 270
2 yard	\$ 55	\$ 106	\$ 199	\$ 386	\$ 573	\$ 759	\$ 946	\$ 1,133
3 yard	\$ 81	\$ 156	\$ 296	\$ 576	\$ 856	\$ 1,136	\$ 1,416	\$ 1,696

Table 9: Annual Commercial Container Collection Rate

Volume	EOW	1	2	3	4	5	6
65 gal cart	\$ 240	\$ 372	\$ 744	\$ 1,116	\$ 1,488	\$ 1,860	\$ 2,232
95 gal cart	\$ 312	\$ 540	\$ 1,080	\$ 1,620	\$ 2,160	\$ 2,700	\$ 3,240
2 yard	\$ 1,272	\$ 2,388	\$ 4,632	\$ 6,876	\$ 9,108	\$ 11,352	\$ 13,596
3 yard	\$ 1,872	\$ 3,552	\$ 6,912	\$ 10,272	\$ 13,632	\$ 16,992	\$ 20,352

Working Capital
\$ 25,282
2.11

Table 10: Cost of Service Rate Impacts

Service	FY 14-15	FY 15-16	FY 16-17	FY 17-18
Annual Residential Rate	\$ 277.08	\$ 330.88	\$ 400.78	\$ 477.45
Monthly Rate Increase	\$ -	\$ 4.48	\$ 5.83	\$ 6.39
Commercial Rate Subsidy per Yard	\$ 3.10	\$ 2.53	\$ 1.50	\$ -



**Town of Surfside
Commission Communication**

Agenda Item # 9B

Agenda Date: October 14, 2014

Subject: Harding Avenue Business District Bench Sponsorship

Background: Prior to the installation of the new Harding Avenue Business District streetscape, there was a need and desire to have benches placed on the sidewalks downtown

As Surfside Business Association President, and then chair of the Tourist Board, the Vice Mayor advocated for benches to be paid for via a sponsorship program in 2012. The Administration of the day decided to purchase two benches similar to the one outside of the Community Center to be placed near the intersection of Harding Avenue and 95th Street. This was seen as a temporary measure due to the fact that a complete streetscape project was gaining momentum. As sponsorship (advertising) would need to be brought before the Town Commission, the timing was deemed not appropriate given the unknown parameters of an eventual streetscape design. It was also deemed not appropriate at that time to commit to any possible sponsors given that a final design had not been determined therefore it was not known where the benches would be placed. The Town Commission did approve use of plaques at the June 12, 2012, meeting. Attachment A is a draft sponsorship agreement and form produced at that time – *it is imperative to note that these documents have not been reviewed by the Legal Department for legal sufficiency.*

As part of the streetscape project, a citizens committee selected benches that complimented the approved design. However, these benches were substantial more costly than those originally purchased in 2012: approximately \$3000 versus \$1200. The approved budget for the streetscape, paid for primarily from developer voluntary proffers, covered the purchasing of the nine benches in place today. Recently the Vice Mayor has expressed a desire to revisit the possibility of bench sponsorship.

Analysis: A recent survey of some of the businesses originally interested in sponsorship back in 2012 has resulted in a mixed response. These businesses were approached with the 2012 sponsorship amount of \$1200 – the caveat being that this amount may change. The amount of \$1200 was to cover the cost of actually purchasing the benches with the sponsorship being in place

indefinitely. Some of these businesses are “possibly” still interested with most of these businesses wanting to choose the location of “their” bench. Please note that there have been some comments from downtown merchants and residents as to why one bench has already been moved, placed outside of the scope of the streetscape design, as it seems to favor one business over another. Other previously interested businesses are no longer interested as benches are now in place – fulfilling a need and desire that they feel no longer exists.

It is important also to note that Staff has yet to determine how to attach a plaque (eg) as the design and composition of the new benches does not lend itself to an ease of application. Other municipalities have experienced theft and vandalism of plaques on benches (etc) as metal, usually used for durability and aesthetic reasons, is a valued commodity.

In addition, staff will need to determine if the Florida Department of Transportation (FDOT) requires a share of the sponsorship revenue, similar to what is required of sidewalk café permits, as the department has ownership of the sidewalks downtown. FDOT will probably weigh in on any additional placement of benches as part of their approval process as experienced in the recently completed overall streetscape design process.

Budget Impact: This would be an additional revenue source for the Town (amount to be determined based on direction and interest). However, any revenue gain needs to be weighed against Staff time devoted to this initiative.

Staff Impact: Considerable staff time to solicit sponsorship and monitor collection and renewals is inevitable as experienced with the vacant window covers process. Plus the Legal Department will need to review the attached agreement and form for legal sufficiency.

Recommendation: Seeking Town Commission direction on the following:

- 1) Should the Town seek sponsorship of the benches?
- 2) Should there be a plaque attached to the benches or is there another suggestion?
- 3) What form of sponsorship should that entail? The price, length of time of sponsorship, what is permissible to state on a plaque, etc...
- 4) Should sponsorship be limited to downtown businesses?
- 5) Should the sponsorship opportunity be available to residents?
- 6) Should the Town buy additional benches and install where ever a business or resident desires in order to secure sponsorship? Pending ADA compliance assurance and FDOT approval.


TEDACS Director


Town Manager



BENCH SPONSORSHIP AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into as of the *[number]* day of *[name of month]*, *[designation of year]*, by and between the Town of Surfside (“Organizer”), a municipal corporation organized under the laws of the State of Florida, and *[Sponsor]* (“Sponsor”), a corporation organized under the laws of the State of *[name of state]*.

WHEREAS, Organizer has the exclusive right construct, affix, and maintain Benches in the Town of Surfside; and

WHEREAS, Sponsor has determined to provide financial support for the Bench in exchange for certain promotional rights to be provided by Organizer;

NOW, THEREFORE, in consideration of the mutual agreements and promises contained herein, the parties hereto agree as follows:

1. Official Status

Sponsor grants to Organizer the exclusive right during the Term of this Agreement to use Sponsor’s Trademarks as described herein in advertising and promoting Sponsor’s Products as defined herein.

2. Sponsorship Fee

In consideration of the full performance by Sponsor of all of its obligations hereunder and of all rights granted hereunder to Organizer, Sponsor shall pay to Organizer the total non-refundable sum of \$1,200.00, payable as follows:

\$1,200 on the date of application.

3. Trademarks

A. Sponsor’s trademarks, label designs, product identifications, artwork, and other symbols and devices associated with Sponsor Products (“Sponsor’s Trademarks”) are and shall remain Sponsor’s property and Sponsor shall take all steps reasonably necessary to protect such Sponsor’s Trademarks through federal U.S. registrations and foreign registrations as it deems desirable and through reasonable prosecution of infringements. Organizer is hereby authorized to use Sponsor’s Trademarks in advertising and promoting the initiative during the Organizer determined lifespan of the placed bench. The right to use Sponsor’s Trademarks is nonexclusive, nonassignable, and nontransferable. All uses by Organizer of Sponsor’s Trademarks shall inure solely to the benefit of Sponsor.

B. Sponsor shall not manufacture, sell, or license the manufacture and/or sale of any promotional or other merchandise that bears Organizer’s Trademarks without Organizer’s prior written consent. Organizer shall have the right to manufacture advertising that bears Sponsor’s Trademarks.

4. Warranties

A. Sponsor represents and warrants the following:

(i) It has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person.

(ii) Sponsor's Trademarks do not infringe the trademarks or trade names or other rights of any other person.

(iii) It has all government licenses, permits, or other authorizations necessary to sponsor the bench as contemplated under this Agreement.

(iv) It will comply with all applicable laws, regulations, and ordinances pertaining to the promotion and conduct of the Event.

B. Organizer represents and warrants the following:

(i) It has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person.

(ii) Organizer's Trademarks do not infringe the trademarks or trade names of any other person.

(iii) It has all government licenses, permits, or other authorization necessary to conduct its business.

5. Indemnity

A. Each party will indemnify, defend, and hold harmless the other, its parent, subsidiary, and affiliated corporations and their respective directors, officers, employees, agents, successors, and assigns, from and against any and all claims, damages, liabilities, losses, government proceedings, and costs and expenses, including reasonable attorney fees and costs of suit, arising out of any alleged or actual breach of this Agreement or the inaccuracy of any warranty or representation made by it or any act or omission by it in the performance of this Agreement or the purposes hereof.

B. Each party will give the other prompt written notice of any claim or suit possibly coming within the purview of any indemnity set forth in this Agreement. Upon the written request of an indemnitee, the indemnitor will assume the defense of any such claim, demand, action, or proceeding. The indemnitee shall also have the right to provide its own defense at its own expense, provided the indemnitee shall not settle any claim without the indemnitor's consent unless it is willing to release the indemnitor from its obligation of indemnity hereunder. Termination of this Agreement shall not affect the continuing obligation of each of the parties under this section 8.

6. Insurance

Each party hereunder shall obtain and maintain at its own expense, during the term of this Agreement a standard Comprehensive General Liability Policy written by a United States insurance company, which policy shall: (I) specifically cover such party's incidental contractual obligations; (ii) provide standard product liability protection; and (iii) list the other as a named insured. Such insurance shall be in a form reasonably acceptable to counsel for the other and shall require the insurer to give the other at least *[number of days]* days' prior written notice of any modification or cancellation. Each party shall provide the other with such evidence of coverage as may be reasonably acceptable to the other within ninety (90) days following the execution of this Agreement.

7. Term and Termination

A. This Agreement shall become effective on the date first above written and shall expire on the date determined by the Organizer.

B. Without prejudice to any other rights or remedies that Organizer may have, Organizer may terminate this Agreement immediately by delivery of notice to Sponsor at any time if any of the following events shall occur:

(i) Sponsor shall (a) make an assignment for the benefit of creditors; (b) be adjudicated bankrupt; (c) file a voluntary petition in bankruptcy or a voluntary petition or an answer seeking reorganization, arrangement, readjustment of its debts, or for any other relief under Title 11 of the United States Code or any successor or other federal or state insolvency law (Bankruptcy Law); (d) have filed against it an involuntary petition in bankruptcy or seeking reorganization, arrangement, or readjustment of its debts or for any other relief under any Bankruptcy Law, which petition is not discharged within *[number of days]* days; or (v) shall apply for or permit the appointment of a receiver or trustee for its assets;

(ii) Sponsor shall default under any provision of this Agreement and shall have failed to cure such default within thirty (30) days after it received written notice of such default from Organizer; or

(iii) Any of the representations or warranties made by Sponsor in this Agreement shall prove to be untrue or inaccurate in any material respect.

8. Miscellaneous

8.1. Arbitration

The parties agree that any dispute between them arising out of, based on or relating to this Agreement shall be resolved exclusively by arbitration conducted in accordance with the Commercial Rules then in effect of the American Arbitration Association. Such arbitration shall be held in the Town Hall in Surfside, FL. Judgment upon the award rendered shall be final and nonappealable and may be entered in any court having jurisdiction. Each party shall bear its own expenses arising out of any such

proceeding, except that the fees and costs of any arbitrator(s) shall be borne equally by the parties. Notwithstanding the obligations set forth in this paragraph, each party shall be permitted to seek equitable relief from a court having jurisdiction to prevent the unauthorized use or misuse of their respective Trademarks.

8.2. Confidentiality

The parties hereto agree to maintain in confidence the terms and conditions of this Agreement except to the extent that a proposed disclosure of any specific terms or conditions hereof by either party is authorized in advance by the other party or pursuant to Florida Sunshine Act, Fla. Stat. Chapter 286.

8.3. No Joint Venture or Partnership

This Agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee, or similar relationship between Organizer and Sponsor.

8.4. Invalidity

The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provisions were omitted.

8.5. Notices

All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail:

If to Sponsor, to:
[address]

If to Organizer, to:

Town Hall

9293Harding Ave.

Surfside, FL 33154

or such other address as either party may designate in writing to the other party for this purpose.

8.6. Governing Law

This Agreement is subject to and shall be construed in accordance with the laws of the State of Florida, the Town of Surfside, and Sponsor consents to jurisdiction in the state and federal courts

located in the State of Florida and hereby waives personal service.

8.7. Nonassignment

Neither party shall assign this Agreement without the prior written approval of the other party, except that Sponsor may assign this Agreement to any entity which acquires substantially all of its assets.

8.8. Complete Agreement

This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. Organizer has made and makes no representations of any kind except those specifically set forth herein.

8.9. Binding Agreement

This Agreement shall be binding on the parties, their successors, and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Organizer

_____ *[Name of authorized representative]*
[Title of office]

Sponsor

_____ *[Name of authorized representative]*
[Title of office]



DRAFT

**TOWN OF SURFSIDE
HARDING AVENUE
BUSINESS DISTRICT
BENCH SPONSORSHIP FORM**

The Town of Surfside is offering the opportunity to sponsor a bench for our Harding Avenue Business District.

Currently eight benches are available for sponsorship. To take part in this unique opportunity please complete and mail this form and payment to:

The Town of Surfside
Tourist Bureau
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154

Please make the payment (check) payable to:

Town of Surfside

A non-refundable sponsorship of \$1200.00 per bench is required and a separate sponsorship agreement is needed for each bench sponsored.

Every effort will be made to accommodate location requests and to ensure the longevity of the benches. However, the placement and lifespan of the benches are to be determined and managed by the Town. The Town will act, at its sole discretion, in what it considers to be in the best interest of the Town.

**PLEASE PRINT
(Use Black or Blue Ink ONLY)**

Sponsor or Business Name For Bench Recognition Plaque:

Sponsor Information:

First Name: _____ **Last Name:** _____

Address: _____



DRAFT

City: _____ State: _____ Zip: _____

Contact Number: _____

Email: _____

Signature: _____

Date: _____

Internal Use Only:

Amount Paid: _____

Check #: _____

Bench#: _____

Staff initials: _____



Town of Surfside Commission Communication

Agenda Item #: 9C

Agenda Date: October 14, 2014

Subject: Bal Harbour Village Sanitary Sewer Force Main

Background: The Town of Surfside entered into a Memorandum of Understanding (MOU) (Attachment A) with Bal Harbour Village on August 24, 2011 that provided the design, development, construction, operation and maintenance of a new 16" sanitary sewer force main. This MOU was authorized by Resolution No. 11-2041 (Attachment B) by the Town Commission on August 9, 2011.

The MOU states that each party (Surfside and Bal Harbour) shall be responsible for one half of all of the costs for the design, development, construction and installation of the new sewer line, and the parties shall each own an undivided fifty percent (50%) interest in the new sewer line.

The total proposed cost for the new sewer force main for engineering, construction and construction management was \$4,160,000 to be split 50/50 between Surfside and Bal Harbour or \$2,080,000 each as stated in the attached Attachment C letter to the Town Manager from the Bal Harbour Manager dated May 9, 2011.

The Town of Surfside portion of the proposed cost for the sewer force main of \$2,080,000 was used to compare to the actual cost of the project (Attachment D) of \$1,928,084.61 including all change orders and a credit to Surfside of \$10,000 for intergovernmental coordination, public awareness and community disruption from the staging area. Bal Harbour Village managed the sewer force main project through their outside professional engineer and financed the entire project cost of \$4,035,426.62.

The Town of Surfside made one payment of \$1,527,797.92 (Attachment E) to Bal Harbour Village as reimbursement for the project. The remaining balance of \$400,286.70 has not been paid to Bal Harbour as there was concern by the prior Town Manager that Bal Harbour should have provided more monetary credit to Surfside for intergovernmental assistance.

There have been two meetings held with the Village Manager of Bal Harbour to negotiate a reduction of the remaining balance. Bal Harbour is requesting full payment of \$400,286.70 with no reduction based on the total actual project cost was under the projected cost, all payments for the project are supported by documentation and they financed the entire cost of the project including Surfside's portion without charging interest as provided under the MOU.

Recommendation: There are three options in an effort to resolve the outstanding amount of \$400,286.70 requested by Bal Harbour:

1. Pay the amount of \$400,286.70 to Bal Harbour Village.
2. Hire an outside consultant to negotiate with Bal Harbour on a reduced amount.
3. Resolve the matter through mediation, if mediation fails then this dispute will be resolved through neutral binding arbitration in Miami-Dade County as provided for in the MOU.



Donald Nelson, Finance Director



Michael P. Crotty, Town Manager

MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF SURFSIDE, FLORIDA AND BAL HARBOUR VILLAGE, FLORIDA

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is made as of this 24 day of AUGUST, 2011 by and between the undersigned representatives of the Town of Surfside, Florida, ("Surfside") and Bal Harbour Village, Florida, ("Bal Harbour")

BACKGROUND:

WHEREAS, on August 22, 1946, Surfside granted Miami Beach Heights, Inc., a Florida corporation, amongst other things, the right to construct and install a water line and a sanitary sewer force main under certain designated streets in Surfside pursuant to Surfside Ordinance No. 132 (the "1946 Ordinance");

WHEREAS, the grant under the 1946 Ordinance was for a term of thirty (30) years from the effective date thereof;

WHEREAS, subsequent to the 1946 Ordinance, Miami Beach Heights, Inc., a Florida corporation assigned, amongst other things, all of its rights under 1946 Ordinance to Bal Harbour;

WHEREAS, on July 26, 1977, Surfside and Bal Harbour (each, a "Party" and sometimes hereinafter referred to collectively, as the "Parties"), entered into an agreement renewing and modifying certain terms of the 1946 Ordinance ("1977 Extension");

WHEREAS, on May 15, 2004, Bal Harbour adopted Resolution Number 661 amending certain terms of the 1946 Agreement and the 1977 Extension (the 1946 Ordinance, the 1977 Extension and Resolution Number 661 being collectively referred to as the "Existing Water and Sewer Agreements"); and

WHEREAS, the Existing Water and Sewer Agreements are now expired and the Parties desire, amongst other things, to enter into an agreement providing for the design, development, construction, operation and maintenance of a new sanitary sewer force main through Bal Harbour and Surfside ("New Sewer Line" or "Project"). Further, the Parties wish to enter into this MOU to memorialize certain of the terms and conditions that will serve as the basis for the preparation of a New Sewer Line agreement (the "New Sewer Line Agreement").

TERMS:

1. Subject to the terms hereof, the Parties shall jointly undertake the construction of a new 16" HDPE sewer main that shall run through Bal Harbour, Surfside and the

City of Miami Beach to be constructed in the locations as more particularly shown on Exhibit "A" attached hereto and made a part hereof.

2. Bal Harbour has entered into that certain contract with TB Landmark Construction, Inc., a Florida corporation ("Contractor") for the design, development, construction and installation of the New Sewer Line ("Construction Agreement"). Additionally, on June 21, 2011, Bal Harbour issued a change order to the Contractor requesting certain modifications to the Construction Agreement as more specifically set forth therein (a copy of the Construction Agreement and the change order are attached hereto as Exhibit "B", hereinafter the term "Construction Agreement" shall be deemed to include all change orders and modifications thereto).
 - A. Contractor acknowledges and agrees that Surfside is third party beneficiary under the Construction Agreement. Contractor's joinder in this MOU is for the sole purpose of acknowledging Surfside's rights under the Construction Agreement. To the extent that the Construction Agreement requires amendments or change orders which result in additional fees and/or costs of \$5,000.00 or less, as quoted by the Contractor, Bal Harbour shall be authorized to approve such modifications without the need for Surfside's consent. Any modifications to the Construction Agreement which result in additional fees and costs of greater than \$5,000.01, as quoted by the Contractor, shall require the written consent of both Parties prior to being authorized.
 - B. Subject to the terms contained in section 4 hereof, each Party shall be responsible for one half of all of the costs for the design, development, construction and installation of the New Sewer Line as set forth in the Construction Agreement.
 - C. Each Party shall be responsible for one half of all of the costs for the construction costs and engineering fees of the interconnection of the existing force main on Byron Avenue at two locations in Surfside in the amount not to exceed \$285,000.00. Any costs in excess of \$285,000.00 with respect to the interconnection of the existing force main on Byron Avenue shall require the written consent of both Parties prior to being authorized.
3. Bal Harbour shall provide notice to Surfside of any subsequent modifications or change orders pertaining to the Construction Agreement and Design Agreement (Attached hereto as Exhibit "C") which result in additional fees or costs to the Parties within ten (10) days after the date of such modifications or changes.

4. If Bal Harbour finances and/or advances any or all of the costs of the construction of the New Sewer Line on behalf of Surfside through the use of municipal bonds or other financing arrangements, Surfside shall repay Bal Harbour for the borrowed funds at the rate of 15 basis points (.15%) over the interest rate paid by Bal Harbour to the applicable lender or bondholders and otherwise upon the same terms and conditions as Bal Harbour is responsible to repay the same. For purposes hereof, "costs of the construction" shall be deemed to include all hard costs and soft costs related to the design, development, construction and installation of the New Sewer Line.
5. The Parties shall each own an undivided fifty percent (50%) interest in the New Sewer Line.
6. Each Party shall be responsible for one half of the costs of maintaining and repairing the New Sewer Line subsequent to the completion of its construction. Surfside shall have in the first instance the initial responsibility for the routine maintenance and repair of the New Sewer Line and shall submit invoices to Bal Harbour for payment of its one half share of the maintenance costs, which sums shall be due and payable within thirty (30) days from the date of Bal Harbour's receipt of the applicable invoice.

Notwithstanding the forgoing, prior to performing any routine maintenance or repairs of the New Sewer Line, Surfside shall provide an estimate of the costs thereof to Bal Harbour and such repairs shall require the reasonable consent of both Parties prior to being authorized. Bal Harbour shall approve or reject the proposed maintenance costs within thirty (30) days from the date of the receipt of the estimate. Bal Harbour shall not be required to pay for any repairs or maintenance charges unless such charges are authorized in accordance with this section. Additionally, the Bal Harbour charter requires council approval of expenditures in excess of \$2,500.00. To the extent that Bal Harbour's consent is required for repairs and maintenance of the New Sewer Line and such consent would result in expenditures in excess of \$2,500.00, such consent shall be conditioned on approval of the Bal Harbour Village council.

In the event Surfside fails to perform the required non-emergency maintenance on the New Sewer Line to Bal Harbour's reasonable satisfaction, Bal Harbour, shall notify Surfside in writing and Surfside shall have thirty (30) days to perform the repairs to Bal Harbour's reasonable satisfaction. In the event Surfside fails to perform the repairs to Bal Harbour's reasonable satisfaction Bal Harbour shall have the right to perform such maintenance and Surfside shall, within thirty (30) days after its receipt of the invoice from Bal Harbour, be required to reimburse Bal Harbour for one half of such maintenance costs. Notwithstanding the foregoing, in the event either Party hereunder causes damage to the New Sewer Line, whether caused by its wrongful act or omission, such Party shall be solely responsible for the costs of such repair. Additionally, in the event emergency

repairs are required with respect to the New Sewer Line, Surfside shall in its reasonable discretion perform such emergency repairs and send an invoice to Bal Harbour for one half of the costs of the repair which shall be due and payable within thirty (30) days after receipt; provided however, if Surfside fails to immediately respond to such emergency, Bal Harbour may, upon notice to Surfside given by reasonably appropriate manner under such circumstances, perform such emergency repairs or contract with third parties to perform such repairs with Surfside, subject to the terms hereof, being responsible for one half of such emergency repair costs. Each Party shall have the right to enter upon and open roadways under which the New Sewer Line is laid for the purpose of maintenance and repair as may reasonably be required.

7. In addition to the New Sewer Line, pursuant to the Existing Water and Sewer Agreements, Bal Harbour owns the sewer main located at Byron Avenue which is currently being used by both Parties ("Existing Sewer Main"). Bal Harbour shall, contemporaneously with the mutual execution and delivery of the New Sewer Line Agreement, transfer an undivided one half ownership interest in and to the Existing Sewer Main to Surfside; thereafter, the Parties shall maintain the Existing Sewer Main in the same manner as set forth in Section 6 hereof. Thereafter, the Parties shall mutually determine whether to repair or replace the Existing Sewer Main as may be required.
8. In lieu of any obligation under Section 164.1052, Florida Statutes, in the event a claim or dispute shall arise between the Parties relating to any term or provision of the New Sewer Line Agreement or the Construction Agreement, such claim or dispute shall be settled by binding arbitration in the state of Florida. The Parties shall have thirty (30) days from the date a claim or dispute arises between them to attempt to resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding arbitration in Miami-Dade County. ~~The arbitrator may not alter the contract terms or award any remedy not provided for in the Construction Agreement or the New Sewer Line Agreement.~~ The award will be based on the greater weight of the evidence and will state findings of fact and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the Parties. Each Party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally split the arbitrators' fees and administrative fees of arbitration. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in municipal construction matters and shall include a written record of the arbitration hearing.

9. This MOU reflects the current understanding and intent of the Parties with respect to the matters described herein and shall serve as an interim agreement between the parties until such time as a more complete Interlocal Agreement has been executed for the duration of expected life of the New Sewer Line. Said Interlocal Agreement shall be executed no later than one (1) year from the date of this Agreement.

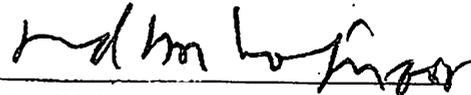
IN WITNESS WHEREOF, the Parties have executed this MOU as of the day and year first written above by their duly authorized representatives.

BAL HARBOUR VILLAGE, FLORIDA

BY: 
Elisa Horvath, Village Clerk

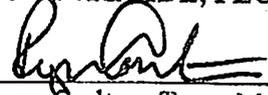
BY: 
Alfred J. Treppeda, Village Manager

APPROVED AS TO LEGAL SUFFICIENCY:

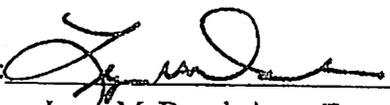
BY: 
Richard Jay Weiss, Village Attorney

TOWN OF SURESIDE, FLORIDA

BY: 
Debra Eastman, Town Clerk
TOWN DI CENSO, INTERIM

BY: 
Roger Carlton, Town Manager

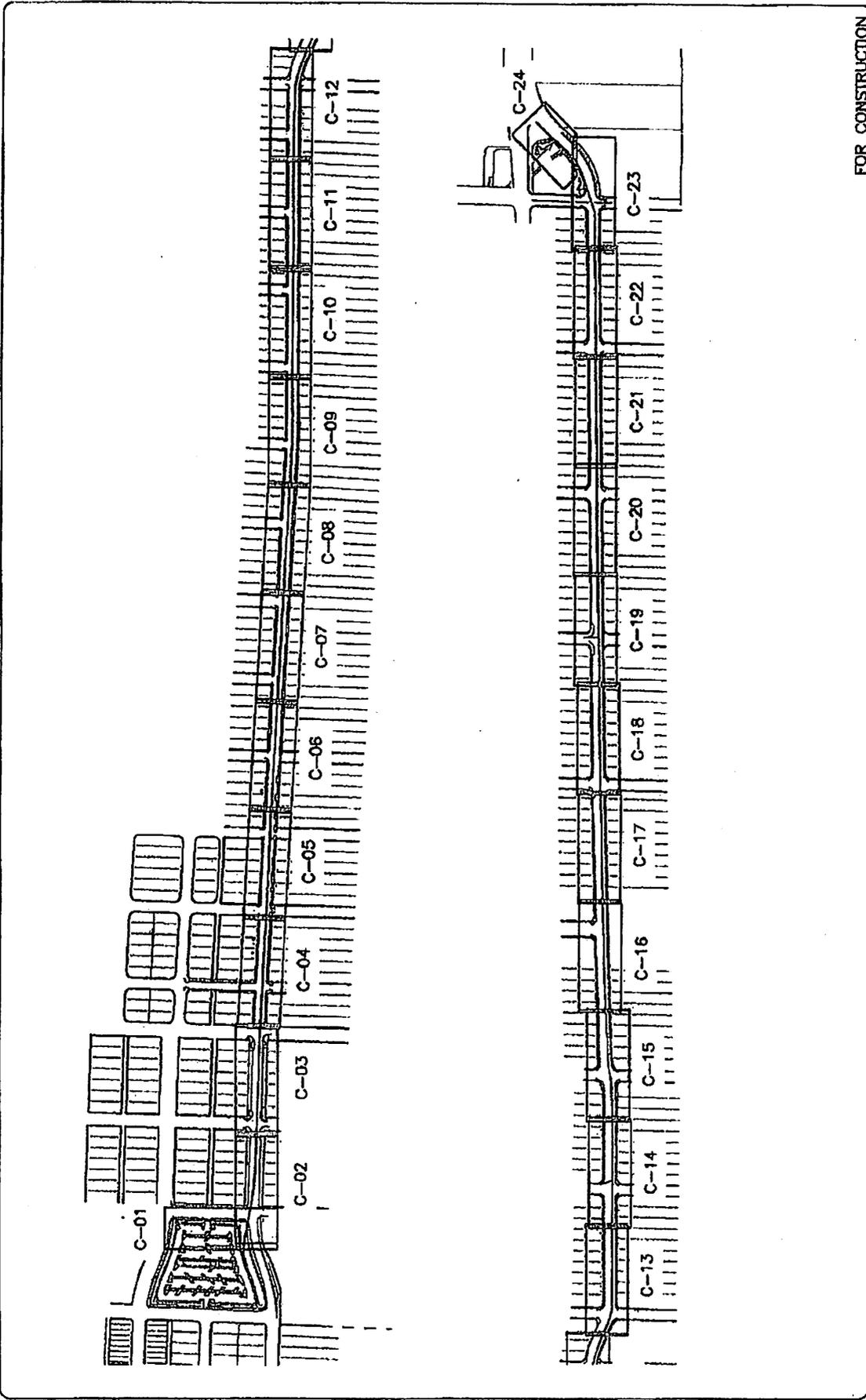
APPROVED AS TO LEGAL SUFFICIENCY:

BY: 
Lynn M. Dannheisser, Town Attorney

TB Landmark Construction Inc hereby acknowledges that Town of Surfside is a third party beneficiary of the construction agreement between it and the Village of Bal Harbor for the design, development, construction and installation of the New Sewer Line as outlined above.

T B Landmark Construction, Inc

Exhibit "A"
CONNECTION LOCATIONS



FOR CONSTRUCTION

DATE: 09-15-56
 DRAWN BY: J.S.
 CHECKED BY: J.S.
 PROJECT NO.: 09-1556

BAL HARBOUR PROJECT 3
 FORCE MAIN IMPROVEMENTS

VILLAGE OF BAL HARBOUR
 BAL HARBOUR, FLORIDA

CRAIG A. SMITH & ASSOCIATES
 CONSULTING ENGINEERS AND ARCHITECTS
 1000 N. W. 10th St., Suite 100
 Ft. Lauderdale, Florida 33304
 PHONE: 774-1111

APPROVED BY: J.S.
 DATE: 09-15-56
 FLORIDA PROFESSIONAL ENGINEER NO. 8222

DATE: 09-15-56
 DRAWN BY: J.S.
 CHECKED BY: J.S.

NO.	DATE	REVISION

Exhibit "B"

CONSTRUCTION AGREEMENT

SECTION 00500

AGREEMENT

THIS AGREEMENT, made and entered into on this 17th day of May, 2011, by and between TB Landmark Construction, Inc., Party of the First Part, and BAL HARBOUR VILLAGE (OWNER), Party of the Second Part:

WITNESSETH:

That, the First Party, for the consideration hereinafter fully set out, hereby agrees with the Second Party as follows:

1. That the First Party shall furnish all the materials, and perform all of the work in manner and form as provided by the Drawings Identified in section 00015 List of Drawings, Specifications Identified in section 00010, and Documents which are attached hereto and made a part hereof, as if fully contained here:
2. That the First Party shall commence the work to be performed under this Agreement on a date to be specified in a written order of the Second Party and shall complete all work hereunder within the length of time stipulated in the BID.
3. That the Second Party hereby agrees to pay to the First Party for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications of Proposal, in lawful money of the United States, the amount of \$2,691,819.55:

**TWO MILLION SIX HUNDRED NINETY ONE THOUSAND EIGHT HUNDRED
NINETEEN AND 55/100 DOLLARS**
(Written Total Amount)

based on the estimated quantities and Unit or Lump Sum Prices contained herein.

4. That the Second Party shall make monthly partial payments to the First Party on the basis of a duly certified and approved estimate of work performed during each calendar month by the First Party, LESS the retainage provided in the General Conditions, which is to be withheld by the Second Party until work within a particular part has been performed strictly in accordance with this Agreement and until such work has been accepted by the Second Party.
5. That upon submission by the First Party of evidence satisfactory to the Second Party that all payrolls, material bills, and other costs incurred by the First Party in connection with the construction of the work have been paid in full, final payment on account of this

Bal Harbour Village
Sanitary Force Main Improvements
Project No. 3
09-1556 / 06-27-2011

00500-1

Agreement

this Agreement shall be made within 60 days after the completion by the First Party of all work covered by this Agreement and the acceptance of such work by the Second Party.

6. In the event that the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rate of **One Thousand Nine Hundred and 20/100 Dollars (\$1,920.00) per day**, plus any monies paid by the OWNER to the Engineer for additional engineering and inspection services associated with such delay. (Refer to Tab 'A')

~~7. All work, including all required restoration, paving, striping, testing of tracer wire systems, air release valves, plug valves and related appurtenances within the area defined as Milestone One, shall be completed within 90 calendar days following the 30 day Material Acquisition allowance. The Contractor will receive an incentive payment of \$10,000.00 per day for each day or part thereof that the project is substantially complete prior to 12:00 mid night on the date stipulated for substantial completion as defined above. The incentive payments will be made up to a maximum limit of \$150,000.00 for a maximum of 15 days prior to the date of substantial completion. The Contractor will be assessed as a disincentive the per day amount stipulated in the paragraph above for each day or part thereof that the project phase is not substantially complete by 12:00 mid night on the date stipulated for substantial completion. The disincentive assessment will continue without limitation until the Engineer notifies the Owner of substantial completion in accordance with the provisions of Article 14.9 of the General Conditions. The Owner may deduct the total accrued disincentive assessment from the final payment due to the Contractor if sufficient monies are available. Otherwise, the Contractor shall pay to the Owner the total accrued disincentive assessment. (Refer to Tab 'A')~~

~~8. All work, including all required restoration, paving, striping, testing of tracer wire systems, air release valves, plug valves and related appurtenances within the area defined as Milestone Two shall be completed within 30 calendar days following the substantial completion of Milestone One as detailed above. The Contractor will receive an incentive payment of \$5,000.00 per day for each day or part thereof that the project is substantially complete prior to 12:00 mid night on the date stipulated for substantial completion as defined above. The incentive payments will be made up to a maximum limit of \$25,000.00 for a maximum of 5 days prior to the date of substantial completion. The Contractor will be assessed as a disincentive the per day amount stipulated in the paragraph above for each day or part thereof that the project phase is not substantially complete by 12:00 mid night on the date stipulated for substantial completion. The disincentive assessment will continue without limitation~~

~~limitation until the Engineer notifies the Owner of substantial completion in accordance with the provisions of Article 14.0 of the General Conditions. The Owner may deduct the total accrued disincentive assessment from the final payment due to the Contractor if sufficient monies are available. Otherwise, the Contractor shall pay to the Owner the total accrued disincentive assessment. (Refer to Tab 'A')~~

9. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bond hereto attached for its faithful performance and payment, the Second Party shall deem the Surety or Sureties upon such bond to be unsatisfactory, or if, for any reason such bond ceases to be adequate to cover the performance of the work, the First Party shall, at its expense within 5 days after the receipt of notice from the Second Party so to do, furnish an additional bond or bonds in such form and amount and with such Surety or Sureties as shall be satisfactory to the Second Party. In such event, no further payment to the First Party shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Second Party.
10. No additional work or extras shall be done unless the same shall be duly authorized by appropriate action by the Party of the Second Part.

Bal Harbour Village
Sanitary Force Main Improvements
Project No. 3
09-1556 / 06-27-2011

00500-3

Agreement

SECTION 00931

CHANGE ORDER

DATE OF ISSUANCE: June 21, 2011

No. 1

PROJECT: BAL HARBOUR VILLAGE - COLLINS AVENUE SANITARY FORCE MAIN IMPROVEMENTS PROJECT

OWNER: BAL HARBOUR VILLAGE
855 96TH STREET
BAL HARBOUR, FL 33164

CONTRACTOR: TB LANDMARK CONSTRUCTION, INC.

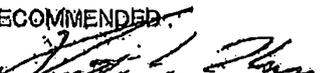
ENGINEER: CRAIG A. SMITH & ASSOCIATES

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THE CONTRACT DOCUMENTS.

DESCRIPTION: EXTEND THE POINT OF CONNECTION FURTHER SOUTH, AT 72ND STREET, AS PER CITY OF MIAMI BEACH REQUIREMENTS. RESIZE PIPELINE DIAMETER TO 16-INCH DR 11 HDPE WITHIN THE COLLINS AVENUE FDOT R/W.

THE ATTACHED REVISION TO THE INCENTIVE/DISINCENTIVE PROVISIONS WILL BE ADOPTED FOR THE PROJECT.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price \$2,691,819.55	Original Contract Time 180 Days
Previous Change Orders NONE	Net change from previous Change Orders NONE
Contract Price prior to this Change Order \$2,691,819.55	Contract Time prior to this Change Order 180 Days
Net Increase of this Change Order \$448,926.99	Net Increase of this Change Order 30 Days
Contract Price with all approved Change Orders \$3,140,746.54	Contract Time with all approved Change Orders 180 Days

RECOMMENDED:
by 
CRAIG A. SMITH & ASSOCIATES

ACCEPTED:
by 
CONTRACTOR

APPROVED:
by 
BAL HARBOUR VILLAGE

END OF SECTION
00931-1

Bal Harbour Village
Sanitary Force Main Improvements
Project No. 3
09-1556 / 06-16-2011

Change Order No. 1

Project Incentive/Disincentive for work within the Collins Avenue/FDOT Right-of-Way

The construction timeline for this project is very limited, as FDOT is planning to begin the milling and paving of Collins Avenue in early 2012. The main goal of this project is to have the work within the Collins Avenue/FDOT Right-of-Way completed on or before November 30, 2011.

The Project Incentive/Disincentive for work within the Collins Avenue/FDOT Right-of-Way is amended as follows:

1. The Contractor will receive an incentive payment of **\$150,000** for the substantial completion of all work, including all required restoration, paving, striping, testing of tracer wire systems, air release valves, plug valves and related appurtenances within the Collins Avenue/FDOT Right-of-Way on or before November 30, 2011.
2. Should any unknown or unforeseen conditions develop that causes a justifiable project time delay or additional work is added to the scope of work, additional time will be added to the Contract Time, and the incentive goal date will be moved back to a date mutually agreed upon between the Contractor and the Village.
3. The Project Disincentive is eliminated from this Contract.

Project Incentive/Disincentive for work outside the Collins Avenue/FDOT Right-of-Way

The Project Incentive/Disincentive for work outside the Collins Avenue/FDOT Right-of-Way is amended as follows:

1. The Contractor will receive an incentive payment of **\$25,000** for the substantial completion of all work outside the Collins Avenue/FDOT Right-of-Way on or before December 31, 2011.
2. Should any unknown or unforeseen conditions develop that causes a justifiable project time delay or additional work is added to the scope of work, additional time will be added to the Contract Time, and the incentive goal date will be moved back to a date mutually agreed upon between the Contractor and the Village.
3. The Project Disincentive is eliminated from this Contract.

Liquidated Damages

The Contract provisions regarding liquidated damages will remain the same. In the event that the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rate of **One Thousand Nine Hundred and 20/100 Dollars (\$1,920.00)** per day, plus any monies paid by the OWNER to the Engineer for additional engineering and inspection services associated with such delay.

Tab 'A'

Project Incentive/Disincentive for work within the Collins Avenue/FDOT Right-of-Way

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2. Should any unknown or unforeseen conditions develop that causes a justifiable project time delay or additional work is added to the scope of work, additional time will be added to the Contract Time, and the incentive goal date will be moved back to a date mutually agreed upon between the Contractor and the Village.
3. The Project Disincentive is eliminated from this Contract.

Bal Harbour Village
Sanitary Force Main Improvements
Project No. 3
09-1558 / 06-27-2011

00500-4

Agreement

Liquidated Damages

The Contract provisions regarding liquidated damages will remain the same. In the event that the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rate of **One Thousand Nine Hundred and 20/100 Dollars (\$1,920.00) per day**, plus any monies paid by the OWNER to the Engineer for additional engineering and inspection services associated with such delay.

Bal Harbour Village
Sanitary Force Main Improvements
Project No. 3
09-1556 / 06-27-2011

00500-5

Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in three (3) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.

WITNESSES:

[Signature]
[Signature]

CONTRACTOR: TB LANDMARK CONSTRUCTION, INC.

BY:

[Signature]

NAME:

TIMOTHY C. BEASLEY

TITLE:

V.P.

OWNER:

BAL HARBOUR VILLAGE

BY:

[Signature]

NAME:

ALBERT J. TREMPER

TITLE:

VILLAGE MANAGER

AUTHENTICATION:

BY:

[Signature]

NAME:

ELIISA L. HORVATH

TITLE:

Village Clerk

APPROVED AS TO FORM:

BY:

[Signature]

NAME:

Matthew Paul

TITLE:

Village Attorney

END OF SECTION

Bal Harbour Village
Sanitary Force Main Improvements
Project No. 3
09-1856 / 06-27-2011

00500-6

Agreement

Exhibit "C"
DESIGN AGREEMENT

CRAIG A. SMITH & ASSOCIATES

PROPOSED SCOPE OF SERVICES AND PROPOSED FEE

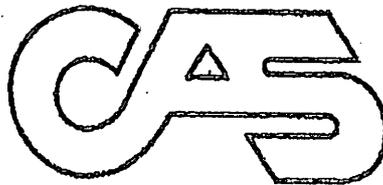
FOR

SEWER FORCEMAIN REPLACEMENT (COLLINS AVENUE)
FROM PS-2 TO CITY OF MIAMI BEACH
POINT OF CONNECTION ON 74TH STREET

CAS PROPOSAL NUMBER: P 2461

BAL HARBOUR VILLAGE

DATED: October 13, 2009



CRAIG A. SMITH & ASSOCIATES

Engineers•Surveyors•Utility Locators•Grant Specialists

7777 Glades Road, Suite 410

Boca Raton, FL 33434

Tel. (561) 791-9280 Fax. (561) 791-9818



CRAIG A. SMITH & ASSOCIATES

PROPOSED SCOPE OF SERVICES AND PROPOSED FEE

**PROJECT NAME: BAL HARBOUR VILLAGE
SEWER FORCEMAIN REPLACEMENT (COLLINS
AVENUE) FROM PS-2 TO CITY OF MIAMI BEACH
POINT OF CONNECTION ON 74TH STREET**

PROPOSAL NO: P 2461

PROJECT DESCRIPTION:

The purpose of this project is to replace the existing cast-iron sewer forcemain that begins at the Bal Harbour Sewer Master Pumping Station No. 2 (PS-2) and extends to the City of Miami Beach point of connection located on 74th Street.

This existing forcemain has been in service since 1946 and has experienced numerous age-related leaks and line breaks over the past fifteen years and is in need of replacement.

The preliminary estimated construction budget for this project is \$2,500,000.00

OWNER/CLIENT:

Name: Bal Harbour Village
Attention: Alfred J. Treppeda, Village Manager
Address: 655 96th Street
Bal Harbour, FL 33154
Phone: (305) 866-4633
Facsimile: (305) 868-6575

GENERAL:

Craig A. Smith & Associates will provide engineering services during the design, permitting, and bidding of the wastewater improvements associated with the Sewer Forcemain Replacement Project (Collins Avenue) from PS-2 to City of Miami Beach Point of Connection.

More specifically, the scope of work is as follows:



PHASE I DESIGN AND PERMITTING

Task 1: Project Initiation Meeting with Bal Harbour Village

A meeting with the Village's Utility Staff and the CAS project team will be held immediately after the authorization to commence the project. The purpose of this meeting is to discuss any modification to the proposal, discuss and finalize the schedule of each major activity, and to discuss design criteria and design modification requirements, if any exist. The Village should also inform CAS in this meeting if there are planned developments or additional items that would influence the final design.

Lump sum for Task 1: \$8,800.00

Task 2: Field Survey

Survey will physically locate all above ground, visible improvements within the existing right of way of Harding Ave. from Master Pump Station PS-2 and from the centerline of 96th Street to its north right of way east to Collins Ave. Said improvements will then be located within the right of way of Collins Ave. extending south to 74th Street, west to the proposed tie-in point on 74th Street. Survey baselines will be established at 100 foot intervals along all streets and cross-sections taken at 50 foot intervals in the corridors as described above. Plan view elevations will be shown as relative to National Geodetic Vertical Datum of 1929 at each section and at pertinent points for facilitation of Engineering Design. A base map will be created and provided to the Engineering Department as well as a Map of Topographic Survey for submittal to entities of interest.

Lump Sum for Task 2: \$88,000.00



Task 3: UTILITY LOCATES

All visible, above ground utilities will be located and shown as well as those utilities as marked by CAS utility locates department on the surface. Up to 100 vacuum excavation areas ("soft digs") will be performed to identify the type, size, and material as well as depth to the top of potentially conflicting and/or newly identified or previously unknown facilities.

Lump Sum for Task 3: \$66,000.00

Task 4: Preliminary Engineering Design and Drawings

CAS will prepare preliminary design drawings. The preliminary design drawings will show the design concept for the Village to review and finalize.

As a part of this design, the following items will be undertaken:

- Review of existing plans and field conditions with Bal Harbour Village, the City of Surfside, and the City of Miami Beach
- CAS will prepare base sheets with a preliminary site plan
- Review of pipeline sizing flow and head requirements
- Maintenance of Traffic (MOT) evaluation due to site locations

Lump sum for Task 4: \$12,375.00

Task 5: Preparation of Detailed Design Drawings and Specifications

The preparation of detailed design drawings and the technical specifications will be prepared under this task. The approved recommendations in the preliminary engineering design will be incorporated on the drawings and the technical specifications will be reviewed and modified to conform to the project requirements.

Lump sum for Task 5: \$116,875.00



Task 6: Preparation of Quantity Take-Off and Construction Cost Estimate

A quantity take-off and estimate of the construction costs will be performed under this task. A preliminary cost estimate will be prepared based on these quantities.

Lump sum for Task 6: \$5,500.00

Task 7: Discussion of Village's Review Comments and Preparation of Final Design Documents

CAS will submit the design drawings, specifications, quantities, and construction cost estimate to the Village for their review and comments. CAS will review and discuss the Village's comments with the Village's Utility Staff. The final agreed comments will be incorporated in the drawings and specifications and, if necessary, the design will be revised accordingly.

Lump sum for Task 7: \$10,450.00

Task 8: Permits

CAS will prepare and submit permit applications to the regulatory departments and agencies as required. The Village shall pay all permit fees. Drawings and specifications will also be modified to conform to any comments these agencies might have.

Lump sum for Task 8: \$56,375.00



Task 9: Bidding Services

CAS will assist the Village during bidding. Solicit Contractors, conduct and attend pre-bid meeting, respond to questions during bidding, conduct and attend bid opening, prepare bid tabulation and recommend Award of Contract.

Lump sum for Task 9: \$22,825.00



Our fee for the above-described work would be a lump sum fee of Three Hundred Eighty Seven Thousand Two Hundred Dollars (\$387,200.00).

Any services requested or required in addition to those listed in the scope will be considered additional services and will be billed at our standard hourly rates.

We look forward to assisting Bal Harbour Village on this project. If the scope of services and fee are acceptable to you, please authorize below and/or process for necessary approvals.

Should you have any questions, please feel free to contact our office.

Yours sincerely,

CRAIG A. SMITH & ASSOCIATES

Stephen C. Smith, P.E., Sr. Vice President - CAS

cc: William H. Landis, P.E., Village Engineer
Gene R. Schriener, P.E., President - CAS
Peter A. Kunen, P.E., Project Manager - CAS

APPROVED: ENGINEERING PROPOSAL
BAL HARBOUR VILLAGE
SEWER FORCEMAIN REPLACEMENT (COLLINS AVENUE)
FROM PS-2 TO CITY OF MIAMI BEACH
POINT OF CONNECTION ON 74TH STREET

Authorized Signature

10/21/09

Date

ATTACHMENT "B"

RESOLUTION 11- 2041

A RESOLUTION OF THE TOWN OF SURFSIDE FLORIDA ("TOWN"), ADOPTING A MEMORANDUM OF UNDERSTANDING ("MOU") BETWEEN THE TOWN AND BAL HARBOUR VILLAGE, FLORIDA ("BAL HARBOUR"); AUTHORIZING THE TOWN MANAGER TO TAKE ANY AND ALL STEPS NECESSARY TO EXECUTE THE NECESSARY DOCUMENTS TO CARRY OUT THE INTENT AND PURPOSE OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 22, 1946, Surfside granted Miami Beach Heights, Inc., a Florida corporation, amongst other things, the right to construct and install a water line and a sanitary sewer force main under certain designated streets in Surfside pursuant to Surfside Ordinance No. 132 (the "1946 Ordinance"); and

WHEREAS, the grant under the 1946 Ordinance was for a term of thirty (30) years from the effective date thereof; and

WHEREAS, subsequent to the 1946 Ordinance, Miami Beach Heights, Inc., a Florida corporation assigned, amongst other things, all of its rights under 1946 Ordinance to Bal Harbour; and

WHEREAS, on July 26, 1977, Surfside and Bal Harbour entered into an agreement renewing and modifying certain terms of the 1946 Ordinance ("1977 Extension"); and

WHEREAS, on May 15, 2004, Bal Harbour adopted Resolution Number 661 amending certain terms of the 1946 Agreement and the 1977 Extension (the 1946 Ordinance, the 1977 Extension and Resolution Number 661 being collectively referred to as the "Existing Water and Sewer Agreements"); and

WHEREAS, the Existing Water and Sewer Agreements are now expired and Surfside and Bal Harbour wish to enter into an agreement providing for the design, development, construction, operation and maintenance of a new sanitary sewer force main through Bal Harbour and Surfside ("New Sewer Line"); and

WHEREAS, the Town and Bal Harbour wish to enter into this MOU to memorialize certain of the terms and conditions that will serve as the basis for the preparation of a New Sewer Line agreement (the "New Sewer Line Agreement"); and

WHEREAS, the Town Commission finds that this Resolution is in the best interest and welfare of the residents of the Town.

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 are incorporated herein by this reference.

Section 2. Adoption of Memorandum of Understanding. The Town Commission hereby approves the Memorandum of Understanding between the Town and Bal Harbour attached hereto as Exhibit "A,"

Section 3. Authorization. The Town Manager is hereby authorized to take any and all steps necessary to execute the necessary documents to carry out the intent and purpose of this Resolution.

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

PASSED AND ADOPTED this 9 day of August, 2011

Moved. Commissioner Karukin
Second. Commissioner Olchyk

FINAL VOTE ON ADOPTION

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

yes
absent
yes
yes
yes


Daniel Dietch, Mayor

Attest:


Debra E. Eastman, MMC
Town Clerk

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

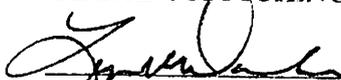

Lynn M. Dannheisser, Town Attorney

EXHIBIT A

MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF SURFSIDE, FLORIDA AND BAL HARBOUR VILLAGE, FLORIDA

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is made as of this _____ day of _____, 2011 by and between the undersigned representatives of the Town of Surfside, Florida, ("Surfside") and Bal Harbour Village, Florida. ("Bal Harbour")

BACKGROUND:

WHEREAS, on August 22, 1946, Surfside granted Miami Beach Heights, Inc., a Florida corporation, amongst other things, the right to construct and install a water line and a sanitary sewer force main under certain designated streets in Surfside pursuant to Surfside Ordinance No. 132 (the "1946 Ordinance");

WHEREAS, the grant under the 1946 Ordinance was for a term of thirty (30) years from the effective date thereof;

WHEREAS, subsequent to the 1946 Ordinance, Miami Beach Heights, Inc., a Florida corporation assigned, amongst other things, all of its rights under 1946 Ordinance to Bal Harbour;

WHEREAS, on July 26, 1977, Surfside and Bal Harbour (each, a "Party" and sometimes hereinafter referred to collectively, as the "Parties"), entered into an agreement renewing and modifying certain terms of the 1946 Ordinance ("1977 Extension");

WHEREAS, on May 15, 2004, Bal Harbour adopted Resolution Number 661 amending certain terms of the 1946 Agreement and the 1977 Extension (the 1946 Ordinance, the 1977 Extension and Resolution Number 661 being collectively referred to as the "Existing Water and Sewer Agreements"); and

WHEREAS, the Existing Water and Sewer Agreements are now expired and the Parties desire, amongst other things, to enter into an agreement providing for the design, development, construction, operation and maintenance of a new sanitary sewer force main through Bal Harbour and Surfside ("New Sewer Line" or "Project"). Further, the Parties wish to enter into this MOU to memorialize certain of the terms and conditions that will serve as the basis for the preparation of a New Sewer Line agreement (the "New Sewer Line Agreement").

TERMS:

1. Subject to the terms hereof, the Parties shall jointly undertake the construction of a new 16" HDPE sewer main that shall run through Bal Harbour, Surfside and the

City of Miami Beach to be constructed in the locations as more particularly shown on Exhibit "A" attached hereto and made a part hereof.

2. Bal Harbour has entered into that certain contract with TB Landmark Construction, Inc., a Florida corporation ("Contractor") for the design, development, construction and installation of the New Sewer Line ("Construction Agreement"). Additionally, on June 21, 2011, Bal Harbour issued a change order to the Contractor requesting certain modifications to the Construction Agreement as more specifically set forth therein (a copy of the Construction Agreement and the change order are attached hereto as Exhibit "B", hereinafter the term "Construction Agreement" shall be deemed to include all change orders and modifications thereto).
 - A. Contractor acknowledges and agrees that Surfside is third party beneficiary under the Construction Agreement. Contractor's joinder in this MOU is for the sole purpose of acknowledging Surfside's rights under the Construction Agreement. To the extent that the Construction Agreement requires amendments or change orders which result in additional fees and/or costs of \$5,000.00 or less, as quoted by the Contractor, Bal Harbour shall be authorized to approve such modifications without the need for Surfside's consent. Any modifications to the Construction Agreement which result in additional fees and costs of greater than \$5,000.01, as quoted by the Contractor, shall require the written consent of both Parties prior to being authorized.
 - B. Subject to the terms contained in section 4 hereof, each Party shall be responsible for one half of all of the costs for the design, development, construction and installation of the New Sewer Line as set forth in the Construction Agreement.
 - C. Each Party shall be responsible for one half of all of the costs for the construction costs and engineering fees of the interconnection of the existing force main on Byron Avenue at two locations in Surfside in the amount not to exceed \$285,000.00. Any costs in excess of \$285,000.00 with respect to the interconnection of the existing force main on Byron Avenue shall require the written consent of both Parties prior to being authorized.
3. Bal Harbour shall provide notice to Surfside of any subsequent modifications or change orders pertaining to the Construction Agreement and Design Agreement (Attachment "C") which result in additional fees or costs to the Parties within ten (10) days after the date of such modifications or changes.

(Attachment "C") which result in additional fees or costs to the Parties within ten (10) days after the date of such modifications or changes.

4. If Bal Harbour finances and/or advances any or all of the costs of the construction of the New Sewer Line on behalf of Surfside through the use of municipal bonds or other financing arrangements, Surfside shall repay Bal Harbour for the borrowed funds at the rate of 15 basis points (.15%) over the interest rate paid by Bal Harbour to the applicable lender or bondholders and otherwise upon the same terms and conditions as Bal Harbour is responsible to repay the same. For purposes hereof, "costs of the construction" shall be deemed to include all hard costs and soft costs related to the design, development, construction and installation of the New Sewer Line.
5. The Parties shall each own an undivided fifty percent (50%) interest in the New Sewer Line.
6. Each Party shall be responsible for one half of the costs of maintaining and repairing the New Sewer Line subsequent to the completion of its construction. Surfside shall have in the first instance the initial responsibility for the routine maintenance and repair of the New Sewer Line and shall submit invoices to Bal Harbour for payment of its one-half share of the maintenance costs, which sums shall be due and payable within thirty (30) days from the date of Bal Harbour's receipt of the applicable invoice.

Notwithstanding the forgoing, prior to performing any routine maintenance or repairs of the New Sewer Line, Surfside shall provide an estimate of the costs thereof to Bal Harbour and such repairs shall require the reasonable consent of both Parties prior to being authorized. Bal Harbour shall approve or reject the proposed maintenance costs within thirty (30) days from the date of the receipt of the estimate. Bal Harbour shall not be required to pay for any repairs or maintenance charges unless such charges are authorized in accordance with this section. Additionally, the Bal Harbour charter requires council approval of expenditures in excess of \$2,500.00. To the extent that Bal Harbour's consent is required for repairs and maintenance of the New Sewer Line and such consent would result in expenditures in excess of \$2,500.00, such consent shall be conditioned on approval of the Bal Harbour Village council.

In the event Surfside fails to perform the required non-emergency maintenance on the New Sewer Line to Bal Harbour's reasonable satisfaction, Bal Harbour, shall notify Surfside in writing and Surfside shall have thirty (30) days to perform the repairs to Bal Harbour's reasonable satisfaction. In the event Surfside fails to perform the repairs to Bal Harbour's reasonable satisfaction Bal Harbour shall have the right to perform such maintenance and Surfside shall, within thirty (30) days after its receipt of the invoice from Bal Harbour, be required to reimburse Bal Harbour for one half of such maintenance costs. Notwithstanding the foregoing, in the event either Party hereunder causes damage to the New Sewer

repairs are required with respect to the New Sewer Line. Surfside shall in its reasonable discretion perform such emergency repairs and send an invoice to Bal Harbour for one half of the costs of the repair which shall be due and payable within thirty (30) days after receipt; provided however, if Surfside fails to immediately respond to such emergency, Bal Harbour may, upon notice to Surfside given by reasonably appropriate manner under such circumstances, perform such emergency repairs or contract with third parties to perform such repairs which Surfside, subject to the terms hereof, being responsible for one half of such emergency repair costs. Each Party shall have the right to enter upon and open roadways under which the New Sewer Line is laid for the purpose of maintenance and repair as may reasonably be required.

7. In addition to the New Sewer Line, pursuant to the Existing Water and Sewer Agreements, Bal Harbour owns the sewer main located at Byron Avenue which is currently being used by both Parties ("Existing Sewer Main"). Bal Harbour shall, contemporaneously with the mutual execution and delivery of the New Sewer Line Agreement, transfer an undivided one half ownership interest in and to the Existing Sewer Main to Surfside; thereafter, the Parties shall maintain the Existing Sewer Main in the same manner as set forth in Section 6 hereof. Thereafter, the Parties shall mutually determine whether to repair or replace the Existing Sewer Main as may be required.
8. In lieu of any obligation under Section 164.1052, Florida Statutes, in the event a claim or dispute shall arise between the Parties relating to any term or provision of the New Sewer Line Agreement or the Construction Agreement, such claim or dispute shall be settled by binding arbitration in the state of Florida. The Parties shall have thirty (30) days from the date a claim or dispute arises between them to attempt to resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding arbitration in Miami-Dade County. The arbitrator may not alter the contract terms or award any remedy not provided for in the Construction Agreement or the New Sewer Line Agreement. The award will be based on the greater weight of the evidence and will state findings of fact and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the Parties. Each Party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally split the arbitrators' fees and administrative fees of arbitration. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in municipal construction matters and shall include a written record of the arbitration hearing.

9. This MOU reflects the current understanding and intent of the Parties with respect to the matters described herein and shall serve as an interim agreement between the parties until such time as a more complete Interlocal Agreement has been executed for the duration of expected life of the New Sewer Line. Said Interlocal Agreement shall be executed no later than one (1) year from the date of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the day and year first written above by their duly authorized representatives.

BAL HARBOUR VILLAGE, FLORIDA

BY: _____
Ellisa Horvath , Village Clerk

BY: _____
Alfred J. Treppeda, Village Manager

APPROVED AS TO LEGAL SUFFICIENCY:

BY: _____
Richard Jay Weiss , Village Attorney

TOWN OF SURFSIDE, FLORIDA

BY: _____
Debra Eastman, Town Clerk

BY: _____
Roger Carlton, Town Manager

APPROVED AS TO LEGAL SUFFICIENCY:

BY: _____
Lynn M. Dannheisser, Town Attorney

TB Landmark Construction Inc hereby acknowledges that Town of Surfside is a third party beneficiary of the construction agreement between it and the Village of Bal Harbor for the design, development, construction and installation of the New Sewer Line as outlined above.

T B Landmark Construction, Inc

EXHIBIT B

SECTION 00500

AGREEMENT

THIS AGREEMENT, made and entered into on this 17th day of May, 2011, by and between TB Landmark Construction, Inc., Party of the First Part, and BAL HARBOUR VILLAGE (OWNER), Party of the Second Part:

WITNESSETH:

That, the First Party, for the consideration hereinafter fully set out, hereby agrees with the Second Party as follows:

1. That the First Party shall furnish all the materials, and perform all of the work in manner and form as provided by the Drawings Identified in section 00015 List of Drawings, Specifications Identified in section 00010, and Documents which are attached hereto and made a part hereof, as if fully contained here:
2. That the First Party shall commence the work to be performed under this Agreement on a date to be specified in a written order of the Second Party and shall complete all work hereunder within the length of time stipulated in the BID.
3. That the Second Party hereby agrees to pay to the First Party for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications of Proposal, in lawful money of the United States, the amount of \$2,691,819.55:

TWO MILLION SIX HUNDRED NINETY ONE THOUSAND EIGHT HUNDRED
NINETEEN AND 55/100 DOLLARS
(Written Total Amount)

based on the estimated quantities and Unit or Lump Sum Prices contained herein.

4. That the Second Party shall make monthly partial payments to the First Party on the basis of a duly certified and approved estimate of work performed during each calendar month by the First Party, LESS the retainage provided in the General Conditions, which is to be withheld by the Second Party until work within a particular part has been performed strictly in accordance with this Agreement and until such work has been accepted by the Second Party.
5. That upon submission by the First Party of evidence satisfactory to the Second Party that all payrolls, material bills, and other costs incurred by the First Party in connection with the construction of the work have been paid in full, final payment on account of this

Bal Harbour Village
Sanitary Force Main Improvements
Project No. 3
09-1556 / 06-27-2011

00500-1

Agreement

this Agreement shall be made within 60 days after the completion by the First Party of all work covered by this Agreement and the acceptance of such work by the Second Party.

6. In the event that the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rate of **One Thousand Nine Hundred and 20/100 Dollars (\$1,920.00) per day**, plus any monies paid by the OWNER to the Engineer for additional engineering and inspection services associated with such delay. (Refer to Tab 'A')

~~7. All work, including all required restoration, paving, striping, testing of tracer wire systems, air release valves, plug valves and related appurtenances within the area defined as Milestone One, shall be completed within 90 calendar days following the 30 day Material Acquisition allowance. The Contractor will receive an incentive payment of \$10,000.00 per day for each day or part thereof that the project is substantially complete prior to 12:00 mid night on the date stipulated for substantial completion as defined above. The incentive payments will be made up to a maximum limit of \$150,000.00 for a maximum of 15 days prior to the date of substantial completion. The Contractor will be assessed as a disincentive the per day amount stipulated in the paragraph above for each day or part thereof that the project phase is not substantially complete by 12:00 mid night on the date stipulated for substantial completion. The disincentive assessment will continue without limitation until the Engineer notifies the Owner of substantial completion in accordance with the provisions of Article 14.9 of the General Conditions. The Owner may deduct the total accrued disincentive assessment from the final payment due to the Contractor if sufficient monies are available. Otherwise, the Contractor shall pay to the Owner the total accrued disincentive assessment. (Refer to Tab 'A')~~

~~8. All work, including all required restoration, paving, striping, testing of tracer wire systems, air release valves, plug valves and related appurtenances within the area defined as Milestone Two shall be completed within 30 calendar days following the substantial completion of Milestone One as detailed above. The Contractor will receive an incentive payment of \$5,000.00 per day for each day or part thereof that the project is substantially complete prior to 12:00 mid night on the date stipulated for substantial completion as defined above. The incentive payments will be made up to a maximum limit of \$25,000.00 for a maximum of 5 days prior to the date of substantial completion. The Contractor will be assessed as a disincentive the per day amount stipulated in the paragraph above for each day or part thereof that the project phase is not substantially complete by 12:00 mid night on the date stipulated for substantial completion. The disincentive assessment will continue without limitation~~

~~limitation until the Engineer notifies the Owner of substantial completion in accordance with the provisions of Article 14.9 of the General Conditions. The Owner may deduct the total accrued disincentive assessment from the final payment due to the Contractor if sufficient monies are available. Otherwise, the Contractor shall pay to the Owner the total accrued disincentive assessment. (Refer to Tab 'A')~~

9. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bond hereto attached for its faithful performance and payment, the Second Party shall deem the Surety or Sureties upon such bond to be unsatisfactory, or if, for any reason such bond ceases to be adequate to cover the performance of the work, the First Party shall, at its expense within 5 days after the receipt of notice from the Second Party so to do, furnish an additional bond or bonds in such form and amount and with such Surety or Sureties as shall be satisfactory to the Second Party. In such event, no further payment to the First Party shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Second Party.
10. No additional work or extras shall be done unless the same shall be duly authorized by appropriate action by the Party of the Second Part.

SECTION 00931

CHANGE ORDER

DATE OF ISSUANCE: June 21, 2011

No. 1

PROJECT: BAL HARBOUR VILLAGE – COLLINS AVENUE SANITARY FORCE MAIN IMPROVEMENTS PROJECT

OWNER: BAL HARBOUR VILLAGE
655 96TH STREET
BAL HARBOUR, FL 33154

CONTRACTOR: TB LANDMARK CONSTRUCTION, INC.

ENGINEER: CRAIG A. SMITH & ASSOCIATES

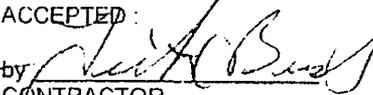
YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THE CONTRACT DOCUMENTS.

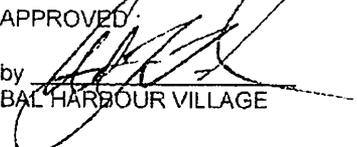
DESCRIPTION: EXTEND THE POINT OF CONNECTION FURTHER SOUTH, AT 72ND STREET, AS PER CITY OF MIAMI BEACH REQUIREMENTS. RESIZE PIPELINE DIAMETER TO 16-INCH DR 11 HDPE WITHIN THE COLLINS AVENUE FDOT R/W.

THE ATTACHED REVISION TO THE INCENTIVE/DISINCENTIVE PROVISIONS WILL BE ADOPTED FOR THE PROJECT.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price \$2,691,819.55	Original Contract Time 150 Days
Previous Change Orders NONE	Net change from previous Change Orders NONE
Contract Price prior to this Change Order \$2,691,819.55	Contract Time prior to this Change Order 150 Days
Net increase of this Change Order \$448,926.99	Net Increase of this Change Order 30 Days
Contract Price with all approved Change Orders \$3,140,746.54	Contract Time with all approved Change Orders 180 Days

RECOMMENDED
by 
CRAIG A. SMITH & ASSOCIATES

ACCEPTED:
by 
CONTRACTOR

APPROVED:
by 
BAL HARBOUR VILLAGE

END OF SECTION
00931-1

Bal Harbour Village
Sanitary Force Main Improvements
Project No. 3
09-1556 / 06-16-2011

Change Order No. 1

Project Incentive/Disincentive for work **within** the Collins Avenue/FDOT Right-of-Way

The construction timeline for this project is very limited, as FDOT is planning to begin the milling and paving of Collins Avenue in early 2012. The main goal of this project is to have the work within the Collins Avenue/FDOT Right-of-Way completed on or before November 30, 2011.

The Project Incentive/Disincentive for work within the Collins Avenue/FDOT Right-of-Way is amended as follows:

1. The Contractor will receive an incentive payment of \$150,000 for the substantial completion of all work, including all required restoration, paving, striping, testing of tracer wire systems, air release valves, plug valves and related appurtenances within the Collins Avenue/FDOT Right-of-Way on or before November 30, 2011.
2. Should any unknown or unforeseen conditions develop that causes a justifiable project time delay or additional work is added to the scope of work, additional time will be added to the Contract Time, and the incentive goal date will be moved back to a date mutually agreed upon between the Contractor and the Village.
3. The Project Disincentive is eliminated from this Contract.

Project Incentive/Disincentive for work **outside** the Collins Avenue/FDOT Right-of-Way

The Project Incentive/Disincentive for work outside the Collins Avenue/FDOT Right-of-Way is amended as follows:

1. The Contractor will receive an incentive payment of \$25,000 for the substantial completion of all work outside the Collins Avenue/FDOT Right-of-Way on or before December 31, 2011.
2. Should any unknown or unforeseen conditions develop that causes a justifiable project time delay or additional work is added to the scope of work, additional time will be added to the Contract Time, and the incentive goal date will be moved back to a date mutually agreed upon between the Contractor and the Village.
3. The Project Disincentive is eliminated from this Contract.

Liquidated Damages

The Contract provisions regarding liquidated damages will remain the same. In the event that the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rate of **One Thousand Nine Hundred and 20/100 Dollars (\$1,920.00) per day**, plus any monies paid by the OWNER to the Engineer for additional engineering and inspection services associated with such delay.

Tab 'A'

Project Incentive/Disincentive for work within the Collins Avenue/FDOT Right-of-Way

The construction timeline for this project is very limited, as FDOT is planning to begin the milling and paving of Collins Avenue in early 2012. The main goal of this project is to have the work within the Collins Avenue/FDOT Right-of-Way completed on or before November 30, 2011.

The Project Incentive/Disincentive for work within the Collins Avenue/FDOT Right-of-Way is amended as follows:

1. The Contractor will receive an incentive payment of **\$150,000** for the substantial completion of all work, including all required restoration, paving, striping, testing of tracer wire systems, air release valves, plug valves and related appurtenances within the Collins Avenue/FDOT Right-of-Way on or before November 30, 2011.
2. Should any unknown or unforeseen conditions develop that causes a justifiable project time delay or additional work is added to the scope of work, additional time will be added to the Contract Time, and the incentive goal date will be moved back to a date mutually agreed upon between the Contractor and the Village.
3. The Project Disincentive is eliminated from this Contract.

Project Incentive/Disincentive for work outside the Collins Avenue/FDOT Right-of-Way

The Project Incentive/Disincentive for work outside the Collins Avenue/FDOT Right-of-Way is amended as follows:

1. The Contractor will receive an incentive payment of **\$25,000** for the substantial completion of all work outside the Collins Avenue/FDOT Right-of-Way on or before December 31, 2011.
2. Should any unknown or unforeseen conditions develop that causes a justifiable project time delay or additional work is added to the scope of work, additional time will be added to the Contract Time, and the incentive goal date will be moved back to a date mutually agreed upon between the Contractor and the Village.
3. The Project Disincentive is eliminated from this Contract.

Bal Harbour Village
Sanitary Force Main Improvements
Project No. 3
09-1556 / 06-27-2011

00500-4

Agreement

Liquidated Damages

The Contract provisions regarding liquidated damages will remain the same. In the event that the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rate of **One Thousand Nine Hundred and 20/100 Dollars (\$1,920.00) per day**, plus any monies paid by the OWNER to the Engineer for additional engineering and inspection services associated with such delay.

Bal Harbour Village
Sanitary Force Main Improvements
Project No. 3
09-1556 / 06-27-2011

00500-5

Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in three (3) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.

WITNESSES:
[Signature]
[Signature]

CONTRACTOR: TB LANDMARK CONSTRUCTION, INC.

BY: [Signature]
NAME: TIMOTHY C BENSLEY
TITLE: V.P.

OWNER: BAL HARBOUR VILLAGE

BY: [Signature]
NAME: ALFRED J. TREMPER
TITLE: VILLAGE MANAGER

AUTHENTICATION:

BY: [Signature]
NAME: ELISSA L. HOVYAT
TITLE: Village Clerk

APPROVED AS TO FORM:

BY: [Signature]
NAME: Matthew Paul
TITLE: Village Attorney

END OF SECTION

ATTACHMENT C

CRAIG A. SMITH & ASSOCIATES

PROPOSED SCOPE OF SERVICES AND PROPOSED FEE

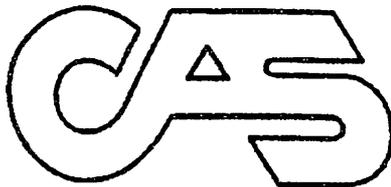
FOR

SEWER FORCEMAIN REPLACEMENT (COLLINS AVENUE)
FROM PS-2 TO CITY OF MIAMI BEACH
POINT OF CONNECTION ON 74TH STREET

CAS PROPOSAL NUMBER: P 2461

BAL HARBOUR VILLAGE

DATED: October 13, 2009



CRAIG A. SMITH & ASSOCIATES

Engineers•Surveyors•Utility Locators•Grant Specialists

7777 Glades Road, Suite 410

Boca Raton, FL 33434

Tel. (561) 791-9280 Fax. (561) 791-9818



CRAIG A. SMITH & ASSOCIATES

PROPOSED SCOPE OF SERVICES AND PROPOSED FEE

**PROJECT NAME: BAL HARBOUR VILLAGE
SEWER FORCEMAIN REPLACEMENT (COLLINS
AVENUE) FROM PS-2 TO CITY OF MIAMI BEACH
POINT OF CONNECTION ON 74TH STREET**

PROPOSAL NO: P 2461

PROJECT DESCRIPTION:

The purpose of this project is to replace the existing cast-iron sewer forcemain that begins at the Bal Harbour Sewer Master Pumping Station No. 2 (PS-2) and extends to the City of Miami Beach point of connection located on 74rd Street.

This existing forcemain has been in service since 1946 and has experienced numerous age-related leaks and line breaks over the past fifteen years and is in need of replacement.

The preliminary estimated construction budget for this project is **\$2,500,000.00**

OWNER/CLIENT:

Name: Bal Harbour Village
Attention: Alfred J. Treppeda, Village Manager
Address: 655 96th Street
Bal Harbour, FL 33154
Phone: (305) 866-4633
Facsimile: (305) 868-6575

GENERAL:

Craig A. Smith & Associates will provide engineering services during the design, permitting, and bidding of the wastewater improvements associated with the Sewer Forcemain Replacement Project (Collins Avenue) from PS-2 to City of Miami Beach Point of Connection.

More specifically, the scope of work is as follows:



PHASE I DESIGN AND PERMITTING

Task 1: Project Initiation Meeting with Bal Harbour Village

A meeting with the Village's Utility Staff and the CAS project team will be held immediately after the authorization to commence the project. This purpose of this meeting is to discuss any modification to the proposal, discuss and finalize the schedule of each major activity, and to discuss design criteria and design modification requirements, if any exist. The Village should also inform CAS in this meeting if there are planned developments or additional items that would influence the final design.

Lump sum for Task 1: \$8,800.00

Task 2: Field Survey

Survey will physically locate all above ground, visible improvements within the existing right of way of Harding Ave. from Master Pump Station PS-2 and from the centerline of 96th Street to its north right of way east to Collins Ave. Said improvements will then be located within the right of way of Collins Ave. extending south to 74th Street, west to the proposed tie-in point on 74th Street. Survey baselines will be established at 100 foot intervals along all streets and cross-sections taken at 50 foot intervals in the corridors as described above. Plan view elevations will be shown as relative to National Geodetic Vertical Datum of 1929 at each section and at pertinent points for facilitation of Engineering Design. A base map will be created and provided to the Engineering Department as well as a Map of Topographic Survey for submittal to entities of interest.

Lump Sum for Task 2: \$88,000.00



Task 3: UTILITY LOCATES

All visible, above ground utilities will be located and shown as well as those utilities as marked by CAS utility locates department on the surface. Up to 100 vacuum excavation areas ("soft digs") will be performed to identify the type, size, and material as well as depth to the top of potentially conflicting and/or newly identified or previously unknown facilities.

Lump Sum for Task 3: \$66,000.00

Task 4: Preliminary Engineering Design and Drawings

CAS will prepare preliminary design drawings. The preliminary design drawings will show the design concept for the Village to review and finalize.

As a part of this design, the following items will be undertaken:

- Review of existing plans and field conditions with Bal Harbour Village, the City of Surfside, and the City of Miami Beach
- CAS will prepare base sheets with a preliminary site plan
- Review of pipeline sizing flow and head requirements
- Maintenance of Traffic (MOT) evaluation due to site locations

Lump sum for Task 4: \$12,375.00

Task 5: Preparation of Detailed Design Drawings and Specifications

The preparation of detailed design drawings and the technical specifications will be prepared under this task. The approved recommendations in the preliminary engineering design will be incorporated on the drawings and the technical specifications will be reviewed and modified to conform to the project requirements.

Lump sum for Task 5: \$116,875.00



Task 6: Preparation of Quantity Take-Off and Construction Cost Estimate

A quantity take-off and estimate of the construction costs will be performed under this task. A preliminary cost estimate will be prepared based on these quantities.

Lump sum for Task 6: \$5,500.00

Task 7: Discussion of Village's Review Comments and Preparation of Final Design Documents

CAS will submit the design drawings, specifications, quantities, and construction cost estimate to the Village for their review and comments. CAS will review and discuss the Village's comments with the Village's Utility Staff. The final agreed comments will be incorporated in the drawings and specifications and, if necessary, the design will be revised accordingly.

Lump sum for Task 7: \$10,450.00

Task 8: Permits

CAS will prepare and submit permit applications to the regulatory departments and agencies as required. The Village shall pay all permit fees. Drawings and specifications will also be modified to conform to any comments these agencies might have.

Lump sum for Task 8: \$56,375.00



Task 9: Bidding Services

CAS will assist the Village during bidding. Solicit Contractors, conduct and attend pre-bid meeting, respond to questions during bidding, conduct and attend bid opening, prepare bid tabulation and recommend Award of Contract.

Lump sum for Task 9: \$22,825.00



Our fee for the above-described work would be a lump sum fee of Three Hundred Eighty Seven Thousand Two Hundred Dollars (\$387,200.00).

Any services requested or required in addition to those listed in the scope will be considered additional services and will be billed at our standard hourly rates.

We look forward to assisting Bal Harbour Village on this project. If the scope of services and fee are acceptable to you, please authorize below and/or process for necessary approvals.

Should you have any questions, please feel free to contact our office.

Yours sincerely,

CRAIG A. SMITH & ASSOCIATES

Stephen C. Smith, P.E., Sr. Vice President - CAS

cc: William H. Landis, P.E., Village Engineer
Gene R. Schriener, P.E., President - CAS
Peter A. Kunen, P.E., Project Manager - CAS

**APPROVED: ENGINEERING PROPOSAL
BAL HARBOUR VILLAGE
SEWER FORCEMAIN REPLACEMENT (COLLINS AVENUE)
FROM PS-2 TO CITY OF MIAMI BEACH
POINT OF CONNECTION ON 74TH STREET**

Authorized Signature

10/21/09

Date



May 9, 2011

Town of Surfside
 Mr. Roger Carlton, Town Manager
 9293 Harding Avenue
 Surfside, FL 33154

Dear Mr. Carlton:

The bids for the new sewer force main from Bal Harbour to Miami Beach were received on May 3, 2011. As we have discussed, due to the age of the current pipeline that we both share, which is the only line that we both have to pump sewage for treatment, you are interested in having the Town of Surfside share in the costs of this line with Bal Harbour.

I have proposed that Bal Harbour and Surfside split all costs associated with this new line 50/50, and that we co-own the line by agreement. We would split all future maintenance 50/50 as well.

Following is a breakdown of the proposed costs for engineering, construction, and construction management:

Base Bid (If sized only for Bal Harbour's Use)

\$2,200,000

\$ 300,000 (Design change as per Miami Beach permitting requirements)

\$2,500,000

\$ 250,000 (10% construction contingency & construction management costs)

\$2,750,000

\$ 420,000 (Engineering & Permitting)

\$3,170,000

Alternate Bid (If sized for Bal Harbour and Surfside's Use)

\$2,700,000

\$ 350,000 (Design change as per Miami Beach permitting requirements)

\$ 350,000 (Design change to accommodate Surfside's flows to North Treatment Plant)

\$3,400,000

\$ 340,000 (10% construction contingency & construction management costs)

\$3,740,000

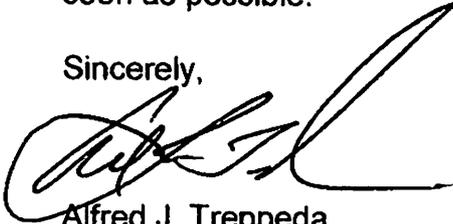
\$ 420,000 (Engineering & Permitting)

\$4,160,000 (Proposed to be split 50/50 between two cities (\$2,080,000 Each City))

Please call to discuss this with me and our engineers if you need further explanation. I am discussing with our Finance Director regarding your question about whether or not Bal Harbour would be able to finance Surfside's portion of the cost of the project.

I will be requesting Village Council approval for either the base bid or alternate bid at our meeting on May 17th at 7:00 p.m. As such, I will need to know your intentions as soon as possible.

Sincerely,

A handwritten signature in black ink, appearing to read 'A. Treppeda', written in a cursive style.

Alfred J. Treppeda
Village Manager

2011-Bal Harbour-Surfside Force Main Costs-10 - Rev-01-31-2012.xls
 Prepared: whl 10/19/2011
 Revised: whl 01/31/2012

Bal Harbour-Surfside Force Main Final Complete Project Costs Through December 31, 2011

Reference Line Number	Item Description	Total Item Cost Amount	Bal Harbour Share of Cost	Surfside Share of Cost	Bay Harbor Islands Share of Costs	Remarks
10	Original TB Landmark Construction Contract Bid Award Amount	2,691,819.55	-	-	-	
11	TB Landmark Construction Contract Agreement Amount.....(MOU Item #2 - Exhibit B)	3,140,746.54	-	-	-	
12	Net Construction Contract Amount Change by Change Orders	280,894.05	-	-	-	
13	Total Approved Construction Contract Amount	3,421,640.59	-	-	-	
14	Final Net Construction Contract Amount Change by Final Contract Change Order	(228,787.36)	-	-	-	
15	Total Final TB Landmark Construction Contract Amount With All Change Orders	3,192,853.23	-	-	-	
16	Adjustment for Bay Harbor Emergency Force Main Connection	(123,527.82)	-	-	-	Change Order and Final Contract Needs Final Council Approval
17	Adjustment for Bal Harbour Pump Station Force Main Connection	(13,729.58)	13,729.58	-	123,527.82	Reallocation of Bay Harbor Only Costs
18	Cost of City of Miami Beach Flow Meter to be charged on monthly sewage disposal Invoices	-	-	-	-	Reallocation of Bal Harbour Only Costs
19	Bal Harbour / Surfside Construction Force Main 50%/50% Equal Share Amounts	3,055,595.83	1,527,797.92	1,527,797.92	-	Notation Only
20	Final Bal Harbour - TB Landmark Construction Contract Cost Distribution Amounts	3,192,853.23	1,541,527.50	1,527,797.92	123,527.82	Construction Contract Allocation
21	Design Contract Lump Sum Amount (50%/50%).....(MOU Exhibit C)	387,200.00	193,600.00	193,600.00	-	Design and Contract Documents
22	Total Construction Engineering and Inspection - Billed Hourly	455,373.39	-	-	-	
23	Deduct for Bay Harbor Emergency Force Main Connection	(18,500.00)	-	-	18,500.00	
24	Deduct for Bal Harbour Pump Station Force Main Connection	(3,500.00)	3,500.00	-	-	
25	Bal Harbour / Surfside Construction Engineering and Inspection 50%/50% Amounts	433,373.39	216,686.70	216,686.70	-	
26	Total Construction Engineering and Inspection - Hourly CEI Billing Cost Allocations	455,373.39	220,186.70	216,686.70	18,500.00	CE&I Cost Allocation
28	Surfside Credit for Intergovernmental Coordination & Public Awareness Assistance, & for Community Disruption from Construction Staging Area Activities at 9200 Collins Ave.	-	10,000.00	(10,000.00)	-	Allocation of \$10,000 Surfside Credit For Staging Area
29	Total Bal Harbour Force Main Construction, Design and CEI Cost Allocations	4,035,426.62	1,966,314.19	1,928,084.61	142,027.82	Total Project Cost Allocation

VOICE NUMBER	DESCRIPTION	ACCOUNT NUMBER	AMOUNT
2041-	SURFSIDE FORCE R-11-2041	40100002081000	1,527,797.92
HARBOUR VILLAGE 3171		**1,527,797.92	

NON-NEGOTIABLE



TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FLORIDA 33154
TOWN OF SURFSIDE • GENERAL FUND

091968

ONE MILLION FIVE HUNDRED TWENTY SEVEN THOUSAND SEVEN HUNDRED NINETY SEVEN AND 92/100 DOLLARS

SUNTRUST

Sun Trust, Miami
Bal Harbour Office 599
9600 Collins Avenue
Bal Harbour, Florida 33154

DATE	CHECK NO.	AMOUNT
08/02/2013	91968	1,527,797.92

PAY TO THE ORDER TO BAL HARBOUR VILLAGE
655 96TH STREET
BAL HARBOUR FL 33154

Michael P. Crotty
SIGNATURE
NON-NEGOTIABLE
SIGNATURE

⑈0091968⑈ ⑆063102152⑆ 0599000290064⑈



TOWN OF SURFSIDE
CHECK REQUEST

TODAY'S DATE: 7/26/2013

FY2013

PLEASE ISSUE A CHECK IN THE AMOUNT OF: \$ 1,527,797.92

TO: Bal Harbour Village

ADDRESS: 655 96th Street
Bal Harbour, FL 33154

PURPOSE/DESCRIPTION: Town of Surfside share of Bal Harbour-Surfside Force Main Project Cost
Resolution 11-2041 Dated 9th of August 2011 Memorandum of Understanding
Between The Town of Surfside, Florida and Bal Harbour, Fl.

INVOICE #	BUDGET CODE #	AMOUNTS
11-2041	401-0000-208-1000	\$ 1,527,797.92
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -

VENDOR I.D. NO.: <u>1772</u> <i>wrong vendor</i>	AVAILABLE FUNDS: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<i>I open a new vendor: Marisol R. 3171</i>	<i>[Signature]</i>
	FINANCE DEPARTMENT

DEPARTMENTAL APPROVALS:

DEPARTMENT HEAD *[Signature]*

TOWN MANAGER *[Signature]*

CHECK DISPOSITION INSTRUCTIONS

MAIL TO VENDOR (Y/N): YES DELIVER CHECK TO: _____

INVOICE, RECEIPTS, APPLICATIONS OR OTHER DOCUMENTATION MUST BE SUBMITTED WITH CHECK REQUEST OR WITHIN FIVE (5) DAYS OF RECEIPT OF CHECK



Town of Surfside Commission Communication

Agenda # 9D
Agenda Date: December 9, 2014
Subject: Increasing Lot Coverage
From: Sarah Sinatra Gould, AICP, Town Planner

Background: Charlie Ness, a town resident, requested an addition at their existing single family home. The Town code limits lot coverage to 40% and Mr. Ness requested to exceed the lot coverage limits. Lot coverage is defined as *the percentage of the total area of a lot that, when viewed from above, would be covered by all principal and accessory buildings and structures, or portions thereof; provided however that allowable exclusions, as described under "floor area," shall not be included in determining the building area.*

The exclusions to lot coverage mean that they will not count towards the 40% maximum. The exclusions are as follows:

- a. Basement space when used for parking of vehicles, as provided in the design standards for underground parking in this Code.
- b. Accessory water tanks or cooling towers.
- c. Uncovered steps and exterior balconies.
- d. Interior balconies. The width of an interior balcony shall not be greater than the depth.
- e. Covered or uncovered terraces, patios, breezeways, or porches which are open on two (2) sides.

It should be noted that although the exclusions above do not count towards the maximum 40% lot coverage, they will count towards a property's maximum impervious area, which is 65%. Meaning, that 35% of a lot must remain "green."

Mr. Ness spoke at the September 9, 2014 Town Commission meeting under the Good and Welfare portion of the agenda and asked the Town Commission to change the code to increase lot coverage of single family homes from 40% to 47.5% to enable him to build his addition. The Commission directed Staff to place this request on the Planning and Zoning Board's agenda for discussion.

This was reviewed by the Planning and Zoning Board at the September 30, 2014 meeting. The board directed staff to return with language that accommodated this request, but provided parameters and graphics to explain the code provision.

At the October 14, 2014 Town Commission meeting, the Commission directed staff to consider the option of prohibiting an expansion of the second story if a homeowner takes advantage of a maximum lot coverage of 50% on the first story.

Analysis: The existing zoning ordinance provides additional setback requirements for 2nd story structures, instituted additional regulations for the second floor. If the desire is to increase the lot coverage by 50% on the 1st floor, then staff suggests not permitting the second floor to exceed the current maximums with lot coverage of 40% on the first floor, and no more than 80% on the second floor. For example, on a typical 5,600 square foot lot, the existing maximum floor area of the first floor would be 2,240 square feet. The second floor could be 1,792 square feet, for a total of 4,032 square feet. The square footage is approximately 72% of the lot.

To maintain the intent of the original ordinance which limits large homes from overpowering the lot, the code could state that 50% lot coverage is permitted, however all floor areas of principle and accessory buildings and structures or portions thereof; except allowable exclusions, as described under "floor area," shall not exceed 72% of the net acreage of the lot.

This provision would also only be permitted on the lots within the H30B zoning district and for lots that do not exceed 60 feet in width. The H30B lots are the interior lots which are typically smaller and more constrained than the lots within the H30A zoning district. The Planning and Zoning Board wanted to provide this relief only to the most constrained lots.

Below is the proposed code language:

Sec. 90-49. - Lot standards.

Lot standards	H30A	H30B	H30C	H40	H120	SD-B40	MU	CF
Minimum lot width	50 FT	50 FT	50 FT	50 FT	50 FT	0 Ft	-	-
Minimum lot area	8,000 FT	5,600 FT	-	-	-	-	-	-
Maximum lot coverage	40%	40%	-	-	-	-	-	-
Minimum pervious area	35%	35%	20%	20%	20%	-	-	-

Sec. 90-49.1.1 Modification of Lot Coverage

A maximum of 50% lot coverage is permitted for properties in the H30B zoning district with the following conditions:

- a. All floor areas of principle and accessory buildings and structures or portions thereof, except allowable exclusions, as described under "floor area," shall not exceed 72% of the net acreage of the lot.
- b. Lots eligible for 50% lot coverage shall be no more than 60 feet in width measured at the intersection of the right of way and the property line.

Budget Impact: N/A

Growth Impact: N/A

Staff Impact: N/A

Staff Recommendation: Staff recommends the Town Commission discuss and provide direction to Staff on the preparation of an ordinance.



Sarah Sinatra Gould, AICP, Town Planner

John DiCenso, Interim Town Manager



Town of Surfside Commission Communication

Agenda Item # 9E

Agenda Date: December 9, 2014

Subject: Employee Morale

Background: One very noticeable difference amongst the employees in Surfside since I left eighteen months ago is employee morale. I have never seen it this bad.

I met individually with the Department Heads to get a status report on pending projects and issues in their departments. During these meetings they expressed disappointment in the lack of direction, leadership and support from the manager.

They were also very upset about the way they were berated at a public meeting.

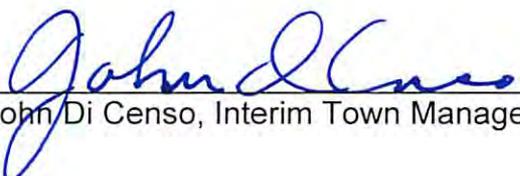
I have also spoken to several employees who expressed similar concerns as their supervisors. The employees feel they are not appreciated and that the tendency is to focus on the negative and not the positive.

We have a very dedicated, hardworking team of employees who serve the Town well and deserve our support. Our employees are the Town's greatest asset and we need to make a concerted effort to improve morale. (See Attachment)

Budget Impact: \$38,500 General Fund, Non-Departmental Salary Account

Recommendation: My recommendation is to immediately start restoring morale by giving the five Department Heads the salary adjustment they deserve and the Manager was authorized to implement back in December 2013. I would also give the Finance Director the merit increase he rightfully deserves and earned but was arbitrarily denied.

Additionally, I would ask that members of the Town Commission deal directly with the Town Manager regarding any employee performance issue. It is the Manager's responsibility to provide supervision, leadership, direction and support to all employees.


John Di Censo, Interim Town Manager

SmartBlog on Leadership

Engage. Innovate. Discuss.



Strategic Management

Don't settle for a less-than-engaging work environment

By S. Chris Edmonds on November 25th, 2014 | Comments (0)

Is your workplace dull and frustrating, or is it engaging and inspiring?

This is a question I pose to leaders frequently. Most leaders pay more attention to the way their team is performing than to the way their team is operating.

A reader asked me recently about the nature of the “yes or no” answer I was forcing to this question. “What if your company culture is somewhere in the middle?”

My experience and research leads me to believe that most teams, departments, divisions, companies, etc., are somewhere in the middle of this continuum. Your experiences probably mirror mine — you probably see your team somewhere between those “extremes.”

What my experience and research also leads me to believe is that if your team (or department, etc.) culture is at any stage on that continuum that is less than engaging and inspiring, it's costing you money, eroding team-member engagement and creating lousy customer experiences.

The only good place to be is to have a team culture that is 1) based on mutual trust, respect, and dignity AND 2) demonstrates trust, respect, and dignity in every interaction with peers, customers and even suppliers.

That's a high standard to strive for! Is it worth the time and energy? Let's look at some of the “logical consequences” that occur regularly in a less-than-engaging and -inspiring work environment. Note that “logical consequences” are things that naturally occur in work and life. There are good and bad logical consequences. Here we're looking at the impact that consistently occurs in work environments with less than full engagement and inspiration.

A lack of trust means people can't depend on promises made. Commitments are not kept. Deadlines are missed. Quality suffers. People resort to over-managing activities and tasks to try to keep things on track. Time is wasted. Frustration mounts.

A lack of respect means that people are discounted. They are not included in plans, decisions, and actions that affect their livelihoods. People feel invisible, sometimes powerless, a cog in a machine. A lack of dignity means that people's efforts and accomplishments are not valued. Cruel remarks leave lasting pain.

Is there anything good you have seen that comes from the absence — or inconsistency — of trust, respect, and dignity? I have not heard of any, nor did I see any when I lived in such environments.

The reality is that these negative effects occur anytime there is a less than fully engaging and inspiring work environment.

What are the logical consequences of consistent, authentic engagement and inspiration in a workplace? The proof is apparent in three areas:

Increased team member engagement. Team members cooperate to contribute. They enjoy coming to work. They feel valued at work. They align their skills, talents, and enthusiasm to move the organization forward.

Increased customer service. Customers are consistently WOW'ed. Team members treat customers — internal ones and external ones — as valued partners. Team members proactively solve customer issues. They like their customers.

Increased profits. Engaged team members exceed goal expectations while living the team's values. They proactively solve problems. They WOW customers. That translates into hard dollar benefits. Expenses are proactively reduced. Projects are done under budget and on time.

Where does your team's work environment fall on this continuum? How well are peers and customers treated with trust, respect, and dignity? Share your thoughts about this post/podcast in the comments section below.

- Increased customer service. Customers are consistently WOW'ed. Team members treat customers — internal ones and external ones — as valued partners. Team members proactively solve customer issues. They like their customers.
- Increased profits. Engaged team members exceed goal expectations while living the team's values. They proactively solve problems. They WOW customers. That translates into hard dollar benefits. Expenses are proactively reduced. Projects are done under budget and on time.

Where does your team's work environment fall on this continuum? How well are peers and customers treated with trust, respect, and dignity? Share your thoughts about this post/podcast in the comments section below.

Subscribe to my free weekly blog & podcast updates for free resources, insights, and news on upcoming events and books.



Town of Surfside Commission Communication

Agenda Item # 9F

Agenda Date: December 9, 2014

Subject: Parking Solution

Background: The report entitled the Parking Solution: The Next Step was presented to the Commission on April 1, 2014. At the May meeting, the Commission approved the proposal of Lambert Advisory to assist in the process of evaluating the Public Private Partnership (P3) recommendation contained in the report for the Post Office site.

Staff met with the owner of the Post Office building and although he is not willing to sell the property he may be interested in a long term lease with the Town. This is one of the challenges with the Post Office site that must be taken into account.

The Town has recently been approached by multiple parties interested in public private partnership opportunities for the Abbott, Post Office and 94th Street Parking Lots. The Town's parking study identified these three lots as potential locations for a parking structure to address the Town's parking deficit.

Current Issue: Staff is requesting direction on whether or not to continue pushing forward with the Post Office site or issue a Request for Information (RFI) to receive design concepts from the development community on all three identified locations.

Budget Impact: Staff will prepare the Request for Information and there will be minimal advertisement costs.

Staff Impact: N/A

Recommendation: None



John Di Censo, Interim Town Manager



Town of Surfside Commission Communication

Agenda Item #: 9H

Agenda Date: December 9, 2014

Subject: Traffic Signal Proposal – 91 Street and Collins Avenue

Background: A traffic signal at 91 Street and Collins Avenue would provide traffic control for vehicles and pedestrians to safely cross at this intersection. Vehicular and pedestrian traffic will increase substantially with the development of the new Surf Club Four Seasons Hotel. Additional new projects along that same block are also very likely to be developed in the near future. In the past, an analysis by the Florida Department of Transportation showed that a traffic signal is not warranted at this intersection. FDOT and Miami-Dade Commissioner Sally Heyman have been contacted for their support to re-examine this issue.

Budget Impact: N/A

Recommendation: Town staff recommends that we work cooperatively with FDOT and the Surf Club Four Seasons Hotel for approval for the installation of a traffic signal at 91 Street and Collins Avenue.

David Allen, Chief of Police

John Di Censo, Interim Town Manager