

**Town of Surfside
Town Commission Meeting
April 13, 2010**

7 p.m.

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

AGENDA

1. Opening

- A. Call to Order**
- B. Roll Call of Members**
- C. Pledge of Allegiance**
- D. Agenda and Order of Business (Additions, Deletions)**
- E. Special Presentations**
 - 1. Police Officer of the Month – Chief David Allen**
 - 2. Employee of the Quarter – Tim Milian, Director of Parks and Recreation**
 - 3. Barbara Cohen – Census Update**
 - 4. Heather Oppenheimer – Baynanza April 17, 2010**

2. Quasi-Judicial Hearings

3. Consent Agenda

All items on the consent agenda are considered routine by the Town Commission and will be approved by one motion. There will be no separate discussion of these items unless a Commissioner so requests, in which event, the item will be moved to the main agenda under the appropriate heading for consideration.

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

- A. Minutes – Town Commission Meeting Minutes March 9, 2010
Town Commission Induction Meeting March 17, 2010
Town Commission Workshop April 1, 2010**
- B. Monthly Budget to Actual Summary - Martin Sherwood, Finance Support Services
Department Head**
- C. Projects Progress Report – George Keller, Calvin, Giordano & Associates**
- D. Resolution Certifying Election Results – Debra Eastman, Town Clerk
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF
SURFSIDE, FLORIDA CERTIFYING AND DECLARING THE RESULTS OF
THE TOWN OF SURFSIDE GENERAL MUNICIPAL ELECTION HELD ON**

MARCH 16, 2010 FOR THE ELECTION OF MAYOR AND FOUR (4) TOWN COMMISSIONERS; AND PROVIDING FOR AN EFFECTIVE DATE.

- E. Proposed Mutual Aid Agreement with the City of Coral Gables Police Department – Chief David Allen

A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING AND DIRECTING THE TOWN MANAGER AND TOWN CLERK TO EXECUTE A MUTUAL AID AGREEMENT FOR VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE WITH THE CITY OF CORAL GABLES POLICE DEPARTMENT.

4. Ordinances and Public Hearings

A. Second Readings (Ordinances)

1. Regulated Use Ordinance – Town Planner, Sarah Sinatra and Town Attorney, Lynn Dannheisser

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 AND SPECIFICALLY SECTION 90-2 “DEFINITIONS” AND ARTICLE IV SECTION 90-41 “REGULATED USES” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

2. First Readings (Public Hearings on Ordinances)

- A. RLUIPA Parking Ordinance – Lynn Dannheisser, Town Attorney

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 “ZONING” AND SPECIFICALLY ARTICLE IV “DISTRICT REGULATIONS”; AMENDING SECTION 90-41 “REGULATED USES” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

- B. Landscape Ordinance – Lynn Dannheisser, Town Attorney

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 “ZONING” AND SPECIFICALLY ARTICLE VIII “LANDSCAPE REQUIREMENTS”; AMENDING SECTIONS 90-92, 90-94, 90-95 OF THE TOWN OF SURFSIDE CODE OF ORDINANCES PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

C. Construction Fencing Ordinance – Sarah Sinatra, Town Planner
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 “ZONING” AND SPECIFICALLY AMENDING SECTION 90-56 “FENCES, WALLS AND HEDGES”; CREATING 90-56.1 “CONSTRUCTION FENCING” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

D. Notice Requirement for Site Plan Approval – Lynn Dannheisser, Town Attorney
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 “ZONING” AND SPECIFICALLY AMENDING SECTION 90-35 “PLANNING AND ZONING BOARD; APPLICATIONS FOR SPECIAL EXCEPTIONS, ZONING CHANGES, CONDITIONAL USES AND VARIANCES; RULES OF PROCEDURE” TO PROVIDE THAT NOTICE WILL BE REQUIRED FOR SITE PLAN APPROVAL AND ALL NOTICES SHALL BE AT APPLICANT’S COST; OF THE TOWN OF SURFSIDE CODE OF ORDINANCES PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

5. Resolutions and Proclamations

A. Proposed Strike Force – Chief David Allen
A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING AND DIRECTING THE TOWN MANAGER AND TOWN CLERK TO EXECUTE A MEMORANDUM OF UNDERSTANDING FOR VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE WITH THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES.

B. Sod and other incidental repair work at 96th Street Park – Tim Milian, Director of Parks and Recreation
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, WAIVING THE BID PROCESS PURSUANT TO SECTION 3-13(3) OF THE TOWN OF SURFSIDE CODE OF ORDINANCES, APPROVING REPLACEMENT OF SOD AND OTHER INCIDENTAL REPAIR WORK AT 96TH STREET PARK TO BE PROVIDED BY COUNTRY BILL’S LAWN MAINTENANCE; PIGGYBACKING ON CITY OF NORTH MIAMI BID #12-06-07, AUTHORIZING EXECUTION OF PURCHASE ORDERS; AND PROVIDING FOR AN EFFECTIVE DATE.

C. Adoption of Committee Rules – Lynn Dannheisser, Town Attorney
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AND ADOPTING UPDATED RULES AND PROCEDURES FOR COMMITTEES CREATED BY THE TOWN COMMISSION; AND PROVIDING FOR AN EFFECTIVE DATE.

D. Amendment to Community Shuttle Bus Service Contract – Fernando Rodriguez,
Director of Public Works

A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE AMENDMENT TO THE AGREEMENT BETWEEN THE TOWN OF SURFSIDE, FLORIDA AND LIMOUSINES OF SOUTH FLORIDA, INC.; AUTHORIZING THE TOWN OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AMENDMENT TO THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

6. Good and Welfare

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

8. Unfinished Business and New Business

9. Mayor, Commission and Staff Communications

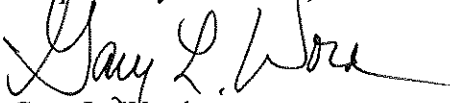
A. Mayor's remarks on Agenda Discussion Items – Mayor Daniel Dietch

B. Charter Changes – Commissioner Michael Karukin

C. Committee Appointments – Debra Eastman, Town Clerk

10. Adjournment

Respectfully submitted,



Gary L. Word,
Town Manager

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

CONTACT THE TDD LINE AT 305-893-7936.

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

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

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

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



**Town of Surfside
Town Commission Meeting
March 9, 2010
7 p.m.**

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

MINUTES

1. Opening

A. Call to Order

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

B. Roll Call of Members

Town Clerk, Debra Eastman called the roll and the following were present:
Commissioner Elizabeth Calderon, Commissioner Steven Levine, Commissioner
Howard Weinberg, Vice Mayor Marc Imberman and Mayor Charles Burkett.

C. Pledge of Allegiance

Chief of Police, David Allen led the Pledge of Allegiance.

D. Agenda and Order of Business (Additions, Deletions)

Vice Mayor Marc Imberman requested to move item 9B and 9D to after E5. There
was no objection.

E. Special Presentations

1. Officer of the Month – Chief David Allen

Police Chief David Allen recognized Detectives Frank Colonna and Joe Matthews
for their outstanding police work in tracking down a burglar and felon resulting in
an arrest and recovery of stolen property.

**2. Special Recognition – Sarah Johnston, Legal Intern, Town Attorney, Lynn
Dannheisser**

Town Attorney, Lynn Dannheisser presented a Certificate of Appreciation to
Sarah Johnston a law student at St. Thomas University for her valuable services to
the Town of Surfside while serving as a legal internal.

**3. Special Recognition – Town Committees and Boards for past two years, Vice
Mayor Marc Imberman**

Vice Mayor Marc Imberman thanked the members of all of the Town of Surfside
Committees for their service to the Town over the last two years. Those in
attendance received a Certificate of Appreciation and a 75th Anniversary Mug.

4. Special Presentation – Eli Tourgeman, Surfside Business Association
Chairman of the Surfside Business Association, Eli Tourgeman presented a
number of gifts donated from Surfside businesses to the Mayor and Town
Commission and thanked them for their service.

5. Special Presentation – Barbara Cohen, Census

Barbara Cohen reported that the Census forms have been mailed and encouraged all to fill out the forms and return them.

9B. Spring Egg Hunt – Vice Mayor Marc Imberman (taken out of order at request of Vice Mayor)

Vice Mayor Marc Imberman made a motion to reinstate the Spring Egg Hunt and accept a \$2,000 donation from Calvin, Giordano and Associates, Inc. toward the event. The motion received a second from Commissioner Howard Weinberg. Mayor Charles Burkett called for the vote and all were in favor with Commissioner Steve Levine absent at this vote.

9 D. Status of Beach House Property Maintenance – Vice Mayor Marc Imberman (taken out of order at request of Vice Mayor)

Vice Mayor Marc Imberman made a motion to take \$3,000 from the Town Commission budget line item for seminars to dedicate toward fencing the unsightly beach house lot and to direct the Town Manager to follow up with placing a lien on the property in order to recover the cost. The motion received a second from Commissioner Steve Levine. Mayor Charles Burkett called for the vote and all were in favor.

6. Community Center Update – CGA/AECOM

Chris Giordano gave an update on the Community Center and the status of the foundation permit. Commissioner Howard Weinberg asked if a webcam could be pointed at the site for viewing on the Town's website. Vice Mayor Marc Imberman asked if there could be a 300 day countdown calendar on the website. Marta Olchyk requested information on daily or monthly expenses be published on the website.

7. Presentation of Report of Charter Review Board- Town Attorney, Lynn Dannheisser

Ken Arnold, Chairman of the Charter Review Board presented the report of the Committee to the Town Commission.

2. Quasi-Judicial Hearings

Proposed Hotel 92nd & Collins – Lynn Dannheisser, Town Attorney

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, (“TOWN”) APPROVING THE SITE PLAN APPLICATION SUBMITTED BY TRANSACTA LANAI DEVELOPERS, LTD., (THE “APPLICANT”), FOR A SITE PLAN APPROVAL PURSUANT TO SECTION 90-41 ET. SEQ. OF THE ZONING CODE, TO PERMIT THE DEVELOPMENT OF “PROPOSED SURFSIDE HOTEL”, A FOUR (4) STORY, 178 HOTEL ROOM AND FIVE (5) SUITE HOTEL PROJECT, ON THE PROPERTY LOCATED AT 9200 COLLINS AVENUE, SUBJECT TO CERTAIN CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Attorney, Lynn Dannheisser explained this is a quasi-judicial hearing and asked that any Commission member who had ex parte communication make disclosure at this time. Mayor Charles Burkett, Vice Mayor Marc Imberman, Commissioner Steve Levine and Elizabeth Calderon all disclosed conversations with residents.

Mayor Charles Burkett passed the gavel to Vice Mayor Marc Imberman and made a motion to defer the item pending notice to surrounding property owners. The motion received a second from Commissioner Elizabeth Calderon. The method of proposed notification was discussed.

Sylvia Coltrain explained that the plans have been discussed for over one year and that the neighbors are fully aware of the project and had the opportunity to attend various Planning and Zoning hearings.

Commissioners Steve Levine and Howard Weinberg spoke in opposition to the deferment.

Richard Iacobacci spoke in favor of the project. Alan Yarkin spoke in favor. Barbara Cohen spoke in favor. Dorie Lorie suggested changing the Town Code to include the need for notice to the neighbors.

Commissioner Elizabeth Calderon withdrew her second to the motion. Mayor Charles Burkett, hearing no other second, declared that there was now no motion on the table.

Town Clerk, Debra Eastman administered the oath to those wishing to testify in the quasi-judicial proceedings. Karen Friedman, staff member of Calvin, Giordano and Associates gave the report of the project. The applicant and architect reported on the project.

Daniel Dietch, Chairman of the Planning and Zoning Committee spoke in favor of the project and verified that it meets zoning code and design review guidelines.

Commissioner Steve Levine made a motion to approve the resolution and to add two more conditions which are:

- Applicant will provide off street parking agreement for construction workers
- Applicant agrees to have discussions with FDOT regarding signalization

The motion received a second from Vice Mayor Marc Imberman. Town Clerk, Debra Eastman called the roll and the motion passed 4-1 with Mayor Charles Burkett voting in opposition.

3. Consent Agenda

- A. Minutes – Town Commission Meeting, February 9, 2010**

- B. Monthly Budget to Actual Summary - Martin Sherwood, Finance Support Services Department Head
- C. Projects Progress Report – George Keller, Calvin, Giordano & Associates
- D. Mutual Aid Agreement between City of Miami Beach Police Department and Town of Surfside – Chief David Allen
A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING AND DIRECTING THE TOWN MANAGER AND TOWN CLERK TO EXECUTE A MUTUAL AID AGREEMENT FOR VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE WITH THE CITY OF MIAMI BEACH POLICE DEPARTMENT.

- E. Mutual Aid Agreement between Village of Indian Creek and the Town of Surfside – Chief David Allen
A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING AND DIRECTING THE TOWN MANAGER AND TOWN CLERK TO EXECUTE A MUTUAL AID AGREEMENT FOR VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE WITH THE VILLAGE OF INDIAN CREEK PUBLIC SAFETY DEPARTMENT.

A motion to approve the consent agenda was made by Vice Mayor Marc Imberman. The motion received a second from Commissioner Steve Levine. Mayor Charles Burkett called for the vote and all were in favor.

4. Ordinances and Public Hearings

A. Second Readings (Ordinances)

- 1. Fences, Walls and Hedges Amendment – Town Attorney, Lynn Dannheisser
AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA AMENDING SECTION 90.56.17 “FENCES, WALLS AND HEDGES” TO PROVIDE REGULATIONS RELATED TO TEMPORARY CONSTRUCTION FENCING; PROVIDING FOR REPEAL; SEVERABILITY, INCLUSION INTO THE CODE; AND AN EFFECTIVE DATE.

Town Clerk, Debra Eastman read the title of the ordinance. A motion was made by Vice Mayor Marc Imberman to adopt the ordinance on second reading. The motion received a second from Commissioner Steven Levine. Mayor Burkett opened the public hearing and there was no one wishing to speak. Town Clerk, Debra Eastman called the roll and all were in favor.

- 2. Municipal Use Ordinance – Town Planner, Sarah Sinatra and Town Attorney, Lynn Dannheisser

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 AND SPECIFICALLY SECTION 90-77 “OFF-STREET PARKING REQUIREMENTS” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk, Debra Eastman read the title of the ordinance. A motion was made by Vice Mayor Marc Imberman to adopt the ordinance on second reading. The motion received a second from Commissioner Steven Levine. Mayor Burkett opened the public hearing and there was no one wishing to speak. Town Clerk, Debra Eastman called the roll and all were in favor.

B. First Readings (Public Hearings on Ordinances)

1. Regulated Use Ordinance – Town Planner, Sarah Sinatra and Town Attorney, Lynn Dannheisser

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 AND SPECIFICALLY SECTION 90-2 “DEFINITIONS” AND ARTICLE IV SECTION 90-41 “REGULATED USES” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk, Debra Eastman read the title of the ordinance. A motion was made by Vice Mayor Marc Imberman to introduce the ordinance on first reading. The motion received a second from Commissioner Howard Weinberg. Town Clerk, Debra Eastman called the roll and the motion passed 4-1 with Commissioner Elizabeth Calderon voting in opposition.

5. Resolutions and Proclamations

- A. The Surf Club historic preservation – Lynn Dannheisser, Town Attorney

A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA, SUPPORTING THE DESIGNATION OF THE SURF CLUB AS AN HISTORIC STRUCTURE; AND DIRECTING THE TOWN CLERK TO TRANSMIT THIS RESOLUTION TO THE MIAMI DADE COUNTY HISTORIC PRESERVATION BOARD; PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk, Debra Eastman read the title of the resolution. A motion to adopt the resolution was made by Commissioner Steven Levine. The motion received a second from Commissioner Howard Weinberg. Mayor Charles Burkett called for the vote and all were in favor.

- B. Proposed Water and Sewer Fund Utility Rate Study – Martin Sherwood, Finance

Support Services Department Head

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA SELECTING THE FIRM OF TISCHLERBISE, INC. TO PERFORM A COMPREHENSIVE WATER AND SEWER COST OF SERVICE AND RATE DESIGN STUDY; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk, Debra Eastman read the title of the resolution. A motion to adopt the resolution was made by Vice Mayor Marc Imberman. The motion received a second from Commissioner Steven Levine. Mayor Charles Burkett called for the vote and the motion passed 4-1 with Mayor Burkett voting in opposition.

C. Sanitary Sewer Pump Stations Improvements – John Messarian, Calvin, Giordano, & Associates, Inc.

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING WORK AUTHORIZATION WITH CALVIN, GIORDANO & ASSOCIATES, INC. FOR SANITARY PUMP STATIONS NOS. 1 AND 2 IMPROVEMENTS; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO EXECUTE ALL REQUIRED DOCUMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk, Debra Eastman read the title of the resolution. A motion to adopt the resolution was made by Vice Mayor Marc Imberman. The motion received a second from Commissioner Steven Levine. Mayor Charles Burkett called for the vote and all were in favor.

D. Sanitary Sewer Lining and Replacement – John Messarian, Calvin, Giordano, & Associates, Inc.

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING WORK AUTHORIZATION WITH CALVIN, GIORDANO & ASSOCIATES, INC. FOR THE PREPARATION OF CONSTRUCTION PLANS AND DOCUMENTS, PERMIT PROCESSING AND CONSTRUCTION MANAGEMENT SERVICES REQUIRED FOR THE LINING AND REPLACEMENT OF SANITARY SEWER LINES; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO EXECUTE ALL REQUIRED DOCUMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk, Debra Eastman read the title of the resolution. A motion to adopt the resolution was made by Vice Mayor Marc Imberman. The motion received a second from Commissioner Steven Levine. Mayor Charles Burkett called for the vote and all were in favor.

6. Good and Welfare

Heather Oppenheimer discussed the shoreline cleanup scheduled for April 17.

Barbara McLaughlin requested information on the status of Miami Beach Fire Rescue providing services to the Town of Surfside.

Barbara Cohen discussed the upcoming Arts Festival to be held in Surfside.

Barbara McLaughlin thanked the sitting Town Commission for their service to the Town.

7. Town Manager and Town Attorney Reports

8. Unfinished Business and New Business

9. Mayor, Commission and Staff Communications

- A. FEMA problem – Mayor Charles Burkett
Paul Gioia, Building Official reported on progress of outstanding problem areas and their recent resolution.
- B. Spring Egg Hunt – Vice Mayor Marc Imberman
(Discussed after item E5)
- C. Status of Beach House Property Maintenance – Vice Mayor Marc Imberman
(Discussed after item E5)
- D. Status of Circulator Bus Schedule Discussions with Neighboring Municipalities – Vice Mayor Marc Imberman
Vice Mayor Imberman requested an update on coordinating the town bus with Bal Harbor and Bay Harbor Islands bus routes with a common depot. Town Manager, Gary Word explained that staff is in the process of meeting with CITT and Sunny Isles Beach officials to enable residents to go to Mt. Sinai.

Town Manager, Gary Word read a letter of intent to resign into the record.

10. Adjournment The meeting adjourned at 10:20 p.m.

Accepted this ____ day of ____, 2010.

Daniel Dietch, Mayor

Attest:

Debra E. Eastman, MMC
Town Clerk



**Town of Surfside
Town Commission Special Meeting
March 17, 2010**

8 p.m.

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

MINUTES

1. Call to Order

Town Clerk, Debra Eastman called the meeting to order at 8 p.m.

2. Announcement of Election Results

Town Clerk, Debra Eastman read the results of the voting on March 16, 2010.

3. Oath of Office of Newly Elected Officials:

a. Members of the Town Commission

Marta Olchyk

Michael Karukin

Edward Kopelman

Town Clerk, Debra Eastman administered the oath of office to
Commissioners Marta Olchyk, Michael Karukin and Edward Kopelman.

**Vice Mayor Joe Graubart, the Honorable Shelley J. Kravitz, Miami-Dade
County Court Judge**

The Honorable Shelley J. Kravitz, Miami-Dade County Court Judge
administered the oath of office to Vice Mayor Joe Graubart.

b. Mayor

Daniel Dietch

The Honorable Shelley J. Kravitz, Miami-Dade County Court Judge
administered the oath of office to Mayor Daniel Dietch.

4. Public Records and Sunshine, Lynn Dannheisser, Town Attorney

Town Attorney, Lynn Dannheisser gave a summary overview of public records and
Sunshine laws.

5. Public Comments

Mayor Daniel Dietch thanked everyone.

6. Adjournment The meeting adjourned at 8:30 p.m.

Accepted this ____ day of ____, 2010.

Daniel Dietch, Mayor

Attest:

Debra E. Eastman, MMC
Town Clerk



**Town of Surfside
Town Commission Workshop
April 1, 2010
7 p.m.**

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

MINUTES

A workshop of the Town Commission was held on the above date, time and place. Mayor Daniel Dietch, Vice Mayor Joe Graubart, Commissioner Edward Kopelman and Commissioner Michael Karukin were in attendance. Commissioner Marta Olchyk was absent.

Town Attorney, Lynn Dannheisser discussed State of Florida Sunshine Laws and Public Record Laws and how they relate to the issuance of laptop computers and telephones for the use of the Town Commission members. There was discussion regarding process and procedure for items on the Town Meeting agendas. It was agreed that all items on the agenda would also include backup information.

After discussion, it was agreed that an agenda workshop be held on the Monday morning (8:30 a.m.) prior to the regularly scheduled commission meeting to discuss the agenda. They will be public meetings and will be posted by the Town Clerk.

Lynn Dannheisser, Town Attorney discussed the items within the Town Attorney Handbook previously distributed. She provided information regarding private sector v. public sector.

It was suggested that the Commission consider a “retreat” at which time the Town Commission could set their priorities for the next fiscal year, review the rules of procedures, etc.

Competitive Consultant Negotiation Act was discussed, as well as staff recognition.

The meeting adjourned at 9 p.m.

Accepted this ____ day of ____, 2010.

Daniel Dietch, Mayor

Attest:

Debra E. Eastman, MMC
Town Clerk

TOWN OF SURFSIDE, FLORIDA
MONTHLY BUDGET TO ACTUAL EXPENSE SUMMARY
FISCAL YEAR 2009/2010
As of January 31, 2010
33% OF YEAR EXPIRED (BENCHMARK)

Agenda Item # 3B

Agenda Date: April 13, 2010


ACTUAL EXPENSES	ANNUAL BUDGETED EXPENSES	% BUDGET
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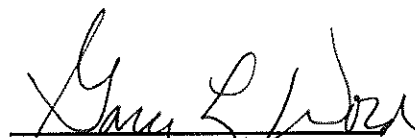
GOVERNMENTAL FUNDS:

GENERAL FUND	\$4,121,154	\$13,067,345	32%
RESORT TAX	\$38,146	\$134,000	28%
POLICE FORFEITURE/CONFISCATION	\$24,507	\$73,250	33%
TRANSPORTATION SURTAX	\$28,713	\$223,261	13%
CAPITAL PROJECTS	\$64,493	\$5,035,000	1%

ENTERPRISE FUNDS:

WATER & SEWER	\$773,882	\$4,850,096	16%
MUNICIPAL PARKING	\$76,039	\$2,097,100	4%
SOLID WASTE	\$344,164	\$1,282,304	27%
STORMWATER	\$39,245	\$246,000	16%


 Finance Support Svcs Dept Head


 Town Manager



TOWN OF SURFSIDE

9293 Harding Avenue
Municipal Building
9293 Harding Avenue
Surfside, Florida 33154
(305) 861-4863
(305) 861-1302

Daniel Dietch
Mayor

Joe Graubart
Vice Mayor

Marta Olchyk
Commissioner

Michael Karukin
Commissioner

Edward Kopelman
Commissioner

Gary Word
Town Manager

TOWN OF SURFSIDE PROJECTS PROGRESS REPORT April, 2010

1. **Community Center** – The Town has issued a Notice to Proceed to allow the contractor to begin mobilization and the installation of test piles. The Architect has successfully responded to all County Permit Requests and the County Permit has been approved. The Contract has received the local Town foundation permit. The Architect has responded to all of the State comments/responses to date. The initial review response from the State has been favorable. We are currently awaiting the State's final approval. Throughout the Permit Process the Contractor has completed 47 submittals to date. These submittals are being reviewed by the Project Manager and Architect for approval/rejection.
2. **Planning and Community Development** – Staff has modified proposed ordinances for temporary construction fences and public notice requirements, which are scheduled for first reading on April 13, 2010. Staff has also worked on proposed landscape code changing the requirements of the business district so that the existing structures are conforming. Finally, staff received notification that 9300 Collins Avenue improvements are expected to commence shortly.
3. **Website, Information Technology, TV Broadcasts** - IT has reviewed the Fixed Asset Schedule and presented an updated inventory report to the finance department. IT, along with the police department, has completed upgrading the battery backup units supplying the town's servers and phone system. A schedule of meetings and activities has been posted to Channel 77 to let residents know when they can view different material. IT has provided the finance department with capital improvement projects for the next fiscal year, including upgrading the phone system, the computers, and the e-mail archiving and spam filtering service. IT is setting up and configuring the laptops and phones for the new commissioners.
4. **Public Utilities / Engineering** –

Bay Drive Drainage Improvements

The Bay Drive Drainage Improvements are part of the Florida Department of Environmental Protection grant that included stormwater pumps and drainage wells. This project is scheduled for construction contemporaneously with the proposed water main replacement and the sanitary sewer renovation. Since

this work will occur simultaneously, the impacts to the roadways and the neighborhoods will be kept to a minimum.

As discussed previously the installation of conduit for future Florida Power and Light undergrounding is considerably expensive, as well as legally encumbering to the property owners and the Town. For instance, Florida Power and Light requires a 10 ft contiguous and exclusive easement outside the right of way - without landscaping, walls or other improvements to accommodate the underground conduit. The strict easement requirements linked with the high individual connection costs is considered prohibitive.

Florida Department of Environmental Protection Stormwater Project

The Florida Department of Environmental Protection project consists of three below grade pump stations, 9 drainage wells, drainage structures, and stormwater collection system to improve both the water quality and quantity before discharging into the Biscayne Bay. The following items are complete:

Task 1: Surveying

Task 2: Engineering Design and Permitting (A Florida Department of Environmental Protection application is required by the contractor, however they have approved the plans)

Task 6: Grant Administration – in process

Task 7: Education – Required for the duration of the project

The Stormwater projects will require several phases to complete to coincide with the grant schedule and other funding sources. Construction of water mains, sanitary sewer and the undergrounding of cable and phone lines should also coincide with the stormwater sewer phases to reduce pavement restoration costs.

Stormwater Master Maintenance

The contractor has cleaned the Town's catch basins and stormwater collection system and the pipes. A community-wide atlas showing each of the improvements, condition and recommendations will be needed to maintain the system on a yearly basis as required by the National Pollution Discharge Elimination System Permit. Repairs and replacement program will coincide with the Florida Department of Environmental Protection Stormwater project and grants will augment the CIP as necessary. The annual National Pollution Discharge Elimination System reports need to be submitted with Miami Dade County as a Co-Permittee.

Wastewater System

The Surfside sanitary sewer meters were found to be reading high and were calibrated. The acceptance Miami Beach invoice will be finalized after receipt of the Town's sewer meter readings. Miami Beach has installed two dedicated Sewer Meters consistent with the tri-party agreement with Miami Beach, Bal Harbor and the Town of Surfside. Currently, four months of daily readings have been obtained and analyzed.

The design for wastewater improvements, including the sanitary sewer pump station replacements, sewer lining and repairs are currently being evaluated for implementation.

Costs and unit prices are being established for lining the moderately cracked pipes and point repairs for the broken pipes. Bidding of the repairs is expected this year for lining the existing sanitary lines and manholes. Calvin Giordano and Associates is currently coordinating with the Florida Department of Transportation and their engineering consultant to determine Harding and Collins overlay impacts to sanitary sewer lining/replacement. Plans (60%) were received from their consultant on March 1, 2010. Construction is scheduled for June of 2010.

The Miami Dade Environmental Resource Management Peak Flow Study was submitted February 4, 2010. The purpose of the study demonstrates the compliance with the current law, codes and Consent Decree.

The 2009 through 2010 Annual Sanitary Sewer System Evaluation and Rehabilitation Report was submitted to the County by Calvin Giordano and Associates on March 26, 2010. This is a yearly report required by the county in order to identify that the Town has been actively maintaining, repairing, restoring and/or replacing the sanitary sewer system. The report was favorable in the Town's behalf since the sewer system was cleaned and videoed in 2009 and a lining/replacement program is schedule for 2010.

Water System

The water main replacement contract documents are complete with permitting in process. Advertisement, bid, award and replacement of the aging system are funded; however, the County has released the \$829,000 General Obligation Bond. The project was scheduled to start by the end of 2009; however, the funding delay and additional sewer work will require postponement until mid 2010.

Calvin Giordano and Associates is currently coordinating with the Florida Department of Transportation and their consultant to determine Harding and Collins overlay impacts to water main replacement. It is anticipated that 4 water main taps will need to occur on Harding prior to the Florida Department of Transportation overlay work is done. Plans (60%) were received from Florida Department of Transportation's consultant on March 1, 2010. Construction is scheduled for June of 2010.

Florida Department of Transportation Local Agency Program

The Florida Department of Transportation Local Agency Program Project was bid and the bids were received on March 20, 2010. The project includes the replacement of 33 handicap ramps, 2 bus stop pads and 6 solar lights along 92nd Street between Harding and Collins Avenue. Calvin Giordano and Associates is currently reviewing the bids to determine if the low bidders are qualified and completed all documents as required.

5. Transportation and Traffic Engineering

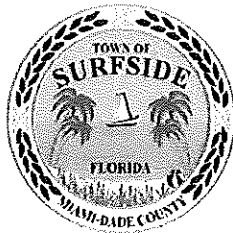
- a. Correspondence with the applicant of the "Shul of Bal Harbor" has taken place regarding a proposed gate along Collins Avenue. As back-up, the applicant was asked to submit a AM and PM peak hour traffic queuing analysis to both Town of

Surfside and FDOT showing that Collins Avenue will not be adversely affected by installation of a gate. Study shall take all gate specifications into consideration, such as opening/closing time.

6. **Parks** - State staff recommended that Surfside create a Town Recreational Trail map
 - a. Identifying all the points of public access to Indian Creek and the Atlantic Ocean, and identify all public parks and green spaces within the Town, including all parks within a 3-mile radius. Staff is currently working with the Miami-Dade Parks and Recreation staff, and the Metropolitan Planning Organization to request that the trail be adopted by the Miami-Dade County Commission.

7. **Grants** -
 - a. The FY 2010 an application for the Department of Environmental Protection Section 319 Non-point Source Management Program Grant will be submitted by May 23, 2010 for the stormwater improvements.
 - b. Grants for sanitary and water system improvements, as well as roadway improvements and other Town improvements are being reviewed as possible revenue sources to accomplish the projects.

8. **Capital Improvement Projects** - Calvin Giordano has provided the town with a list of concerns regarding safety issues and American Disability Act access for several Beach Walk Access points in the Capital Improvement Projects reports. Upon request by The Town, the Landscape Architecture Department will provide detailed plans to address these deficient areas.



Town of Surfside Commission Communication

Agenda Item #: 3D

Agenda Date: April 13, 2010

Subject: Certification of Town of Surfside General Municipal Election Results

Objective: The results of the March 16, 2010 Town of Surfside General Municipal Election were certified on March 19, 2010 by the Miami-Dade County Supervisor of Elections, Lester Sola. For the Town record we must now certify the election results.

Background: The Town of Surfside held a General Municipal Election for the purpose of electing a Mayor and four Town Commissioners on March 16, 2010.


Analysis: N/A

Budget Impact: The cost of the election was budgeted for 2009-2010 and the invoice has not been received from Miami-Dade County Elections.

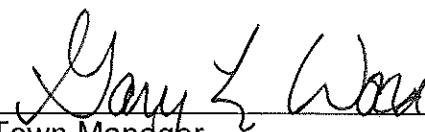
Growth Impact: N/A

Staff Impact: N/A

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



Department Head



Town Manager

RESOLUTION NO. 10-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA CERTIFYING AND DECLARING THE RESULTS OF THE TOWN OF SURFSIDE GENERAL MUNICIPAL ELECTION HELD ON MARCH 16, 2010 FOR THE ELECTION OF MAYOR AND FOUR (4) TOWN COMMISSIONERS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission scheduled a general municipal election on Tuesday, March 16, 2010, for the election of Mayor and four Commissioners of the Town of Surfside, Florida; and

WHEREAS, the qualifying period for said election closed on Tuesday, February 9, 2010; and

WHEREAS, Charles Burkett and Daniel Dietch qualified to run for Mayor; and

WHEREAS, Elizabeth Calderon, Joe Graubart, Richard Iacobacci, Marc Imberman, Michael Karukin, Edward Kopelman, Steve Levine and Marta Olchyk qualified to run for Commissioner; and

WHEREAS, an election was held as called and the returns of the Inspectors and Clerk of the General Election have been delivered to the Town Commission; and

WHEREAS, the Canvassing Board has canvassed the returns, has tabulated the ballots of the absentee voters and has determined the total number of votes at such election for the candidates as shown by said returns.

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

Section 1. That the above and foregoing recitals are true and correct.

Section 2. That the Commission finds, declares and certifies the results of the General Municipal Election held on Tuesday, March 16, 2010 for the office of Mayor and Town Commissioner in Exhibit "A" attached.

Section 3. It is hereby certified and declared that pursuant to the votes cast in the General Municipal Election, held on Tuesday, March 16, 2010, Daniel Dietch was duly elected Mayor, Joe Graubart was duly elected Vice Mayor, and Michael Karukin, Edward Kopelman and Marta Olchyk were duly elected to the Town Commission for the term which shall commence at 8:00 p.m. on Wednesday, March 17, 2010 and end on the third Wednesday in March 2012.

Section 4. That the Town Clerk is hereby authorized and directed to perform any and all incidental duties in connection herewith as required by law.

PASSED and ADOPTED on this ____ day of _____ 2010.

Motion by Commissioner _____, second by Commissioner _____.

FINAL VOTE ON ADOPTION


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

Daniel Dietch, Mayor

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



CERTIFICATION

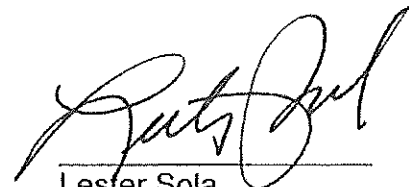
STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

I, Lester Sola, Supervisor of Elections of Miami-Dade County, Florida, do hereby certify that the attached is a true and correct copy of the Official Results for the municipal offices listed below during the Surfside General Municipal Election on March 16, 2010:

OFFICE OF MAYOR
OFFICE OF TOWN COMMISSIONER

WITNESS MY HAND AND
OFFICIAL SEAL, AT MIAMI,
MIAMI-DADE COUNTY, FLORIDA,
ON THIS 19TH DAY OF MARCH, 2010


Lester Sola
Supervisor of Elections
Miami-Dade County

LS: lo

Enclosures

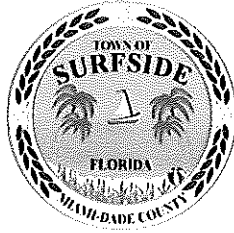
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REPORT-EL45A

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	TOTAL VOTES	%	ED OSS	iVOTRONIC	ABSENTEE
PRECINCTS COUNTED (OF 1)	1	100.00			
REGISTERED VOTERS - TOTAL	3,068				
BALLOTS CAST - TOTAL	1,064		757	0	307
VOTER TURNOUT - TOTAL		34.68			
OFFICE OF MAYOR CITY:SURFSIDE					
(Vote for) 1					
Charles W. Burkett	400	38.24	270	0	130
Daniel Dietch	646	61.76	478	0	168
Total	1,046		748	0	298
Over Votes	1		0	0	1
Under Votes	17		9	0	8
OFFICE OF TOWN COMMISSIONER CITY:SURFSIDE					
(Vote for) 4					
Elizabeth Calderon	396	10.48	295	0	101
Joe Graubart	612	16.19	434	0	178
Richard Iacobacci	323	8.54	237	0	86
Marc Imberman	365	9.66	267	0	98
Michael Karukin	559	14.79	413	0	146
Edward Kopelman	587	15.53	400	0	187
Steve Levine	329	8.70	243	0	86
Marta Olchyk	609	16.11	413	0	196
Total	3,780		2,702	0	1,078
Over Votes	40		0	0	40
Under Votes	436		326	0	110

Gary L. Wood 2/19/10
Della Easton 3/19/10



Town of Surfside Commission Communication

Agenda Item # 3E

Agenda Date: April 13, 2010

Subject: Proposed Mutual Aid Agreement with the City of Coral Gables Police Department

Background: The Town staff has received notice that the current Mutual Aid Agreement with the City of Coral Gables Police Department expired in January 2010. A new agreement has been drafted (attachment A) and will remain in effect until January 1, 2015.

Analysis: The Surfside Police Department requires approval and authorization to enter into the proposed agreement at the request of the City of Coral Gables Police Department to maintain continuity of voluntary and operational assistance.

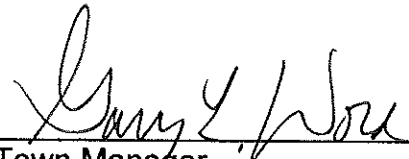
Budget Impact: N/A

Staff Impact: N/A

Recommendation: It is recommended that the Surfside Town Commission approve the Mutual Aid Agreement with the City of Coral Gables Police Department (attachment A).



Department Head



Town Manager

RESOLUTION NO. 10 - ____

A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING AND DIRECTING THE TOWN MANAGER AND TOWN CLERK TO EXECUTE A MUTUAL AID AGREEMENT FOR VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE WITH THE CITY OF CORAL GABLES POLICE DEPARTMENT.

WHEREAS, the Town Commission of the Town of Surfside, Florida would like to enter into a Mutual Aid Agreement For Voluntary Cooperation And Operational Assistance Between the Town of Surfside Police Department and the City of Coral Gables Police Department;

WHEREAS, the Town Commission believes that it is in the best interest of the Town to enter into the agreement attached as Exhibit "A";

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

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

Section 2. Authorization. The Town Commission hereby authorizes the execution of the Mutual Aid Agreement For Voluntary Cooperation And Operation Assistance Between the Town of Surfside Police Department and the City of Coral Gables Police Department attached hereto as Exhibit "A" and authorizes the Town Manager and Town Police Chief to do all things necessary to effectuate this Agreement.

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

PASSED and **ADOPTED** on this ____ day of _____ 2010.

Motion by Commissioner _____, second by Commissioner _____.

FINAL VOTE ON ADOPTION

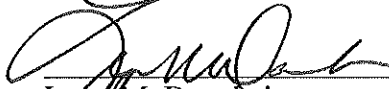
Commissioner Michael Karukin _____
Commissioner Edward Kopelman _____
Commissioner Marta Olchyk _____
Vice Mayor Joseph Graubart _____
Mayor Daniel Dietch _____

Daniel Dietch, Mayor

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

**COMBINED VOLUNTARY COOPERATION AND
OPERATIONAL ASSISTANCE
MUTUAL AID AGREEMENT
BETWEEN
TOWN OF SURFSIDE, FLORIDA AND
THE CITY OF CORAL GABLES, FLORIDA**

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

WHEREAS, there is an existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of the Town of Surfside or the City of Coral Gables Police Department; and

WHEREAS, it is in the best interest and advantage of the Town of Surfside and the City of Coral Gables to receive and extend mutual aid to each other in the form of law enforcement services and resources to adequately respond to:

- (1) Continuing, multi-jurisdiction law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and
- (2) Intensive situations including, but not limited to, emergencies as defined under Section 252.34, Florida Statutes; and
- (3) Joint provision of certain law enforcement services specified herein and allowed pursuant to Florida Statute 166.0495; and

WHEREAS, the Town of Surfside and the City of Coral Gables have the authority under Section 23.12, Florida Statutes, et seq., the Florida Mutual Aid Act, to enter into a combined mutual aid agreement for law enforcement services which:

- (1) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines; and

- (2) Permits the provision of operational assistance to meet a request for assistance due to a civil disturbance or other emergency as defined in Section 252.34, Florida Statutes; and

NOW, THEREFORE, BE IT KNOWN, that the Town of Surfside, a political Subdivision of the State of Florida, and the City of Coral Gables, a political subdivision of the State of Florida, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions.

SECTION I: PROVISIONS FOR VOLUNTARY COOPERATION

Each of the aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may provide voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines. The nature of the law enforcement assistance to be rendered shall include but not be limited to:

- a. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the Town of Surfside and the City of Coral Gables for arrests, made pursuant to the laws of arrest, for felonies and misdemeanors, including arrestable traffic offenses, which spontaneously take place in the presence of the arresting officer, at such times as the arresting officer is traveling from place to place on official business outside of his or her jurisdiction, for example, to or from court, or at any time when the officer is within the territorial limits of his or her jurisdiction.
- b. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the Town of Surfside and the City of Coral Gables for arrests, made pursuant to the laws of arrest, of persons identified as a result of investigations of any offense constituting a felony or any act of Domestic Violence as defined in Section 741.28, Florida Statutes, when such offense occurred in the municipality employing the arresting officer.

- c. Concurrent law enforcement jurisdiction in and upon the jurisdictional waters of the Town of Surfside and the City of Coral Gables for arrests, made pursuant to the law of arrest, for felonies and misdemeanors and boating infractions.
- d. Participating in exigent situations, without the need for a formal request, including, but not limited to, area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners, traffic stops near municipal boundaries, requests for assistance when no available local units are nearby, calls indicating a crime or incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.
- e. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the Town of Surfside and the City of Coral Gables for investigations of homicides, sex offenses, robberies, assaults, batteries, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893, Florida Statutes, and inter-agency task forces and/or joint investigations.
- f. Joint enforcement of all state laws and county ordinances and exercise of arrest powers when a crime of violence or felony of any nature occurs in the presence of any sworn law enforcement officer, within the jurisdictional boundaries of either party.

Prior to any officer taking enforcement action pursuant to paragraphs (a) through (f) above, the officer shall notify the jurisdiction in which the action will be taken, unless exigent circumstances prevent such prior notification, in which case notification shall be made as soon after the action as practicable. If the agency having normal jurisdiction responds to the scene the assisting agency's officer may turn the situation over to them and offer any assistance requested including, but not limited to, a follow-up written report documenting the event and the actions taken.

These provisions are not intended to grant general authority to conduct investigations, serve warrants and/or subpoenas or to respond without request to emergencies already being addressed by the agency of normal jurisdiction, but is intended to address critical, life-threatening or public safety situations, prevent bodily injury to citizens, or secure apprehension of criminals whom the law enforcement officer may encounter.

SECTION II: PROVISIONS FOR OPERATIONAL ASSISTANCE

The aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may request and render law enforcement assistance to the other to include, but not necessarily be limited to dealing with, the following:

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

12. Security and escort duties for dignitaries.
13. Incidents requiring utilization of specialized units; e.g., underwater recovery, marine patrol, aircraft, canine, motorcycle, bicycle, mounted, SWAT, bomb, crime scene and police information.
14. Emergency situations in which one agency cannot perform its functional objective.
15. Joint training in areas of mutual need.
16. Joint multi-jurisdictional marine interdiction operations.
17. Off-duty special events.

SECTION III: PROCEDURE FOR REQUESTING DEPARTMENTAL ASSISTANCE

1. Mutual aid requested or rendered will be approved by the Chief of Police, or designee. The Chief of Police, or designee, of the agency whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors, if necessary, and will respond in a manner he/she deems appropriate.

2. The Chief of Police in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized, and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

3. Specific reporting instructions for personnel rendering mutual aid will be included in the request for mutual aid. In the absence of such reporting instructions, personnel will report to the ranking on-duty supervisor on the scene.

4. Communications instructions will be included in each request for mutual aid and each agency's communications centers will maintain radio contact with each other until the mutual aid situation has ended.

5. Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures of the requesting agency or Chief of Police involved.

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

a. COMMAND:

The personnel and equipment that are assigned by the assisting Chief of Police shall be under the immediate command of a supervising officer designated by the assisting Chief of Police. Such supervising officer shall be under the direct supervision and command of the Chief of Police or his/her designee of the agency requesting assistance.

b. CONFLICTS:

Whenever an officer is rendering assistance pursuant to this agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his/her own employer. If any such rule, regulation, personnel policy, general order or standing operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure shall control and shall supersede the direct order.

c. HANDLING COMPLAINTS:

Whenever there is cause to believe that a complaint has arisen as a result of cooperative effort as it may pertain to this agreement, the Chief of Police or his/her designee of the agency employing the officer who is the subject of the complaint shall be responsible for the investigation of the complaint. The Chief of Police or designee of the requesting agency should ascertain at a minimum:

1. The identity of the complainant;
2. An address where the complaining party can be contacted;
3. The specific allegation; and
4. The identity of the employees accused without regard as to agency affiliation.

If it is determined during the investigation of a complaint that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be

forwarded without delay to the agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION V: LIABILITY

Each party engaging in any mutual cooperation and assistance, pursuant to this agreement, agrees to assume responsibility for the acts, omissions or conduct of such party's own employees while engaged in rendering such aid pursuant to this agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable.

SECTION VI: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

a. Employees of the Town of Surfside and the City of Coral Gables, when actually engaging in mutual cooperation and assistance outside of their normal jurisdictional limits but inside this State, under the terms of this agreement, shall, pursuant to the provisions of Section 23.127(1), Fla. Stat. (as amended), have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.

b. Each party agrees to furnish necessary personnel equipment, resources and facilities and to render services to each other party to this agreement as set forth above; provided, however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.

c. The political subdivision that furnishes equipment pursuant to this agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

d. The political subdivision furnishing aid pursuant to this agreement shall compensate its employees during the time of the rendering of aid and shall defray (provide for the payment of) the actual travel and maintenance expenses of its employees while they are rendering aid, including any amounts paid or due for compensation for personal injury or death while its employees are rendering aid.

e. The privileges and immunities from liability, exemption from laws, ordinances and rules, and pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provision of this mutual aid agreement. This section applies to paid, volunteer, reserve and auxiliary employees.

f. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

SECTION VII: FORFEITURES

It is recognized that during the course of the operation of this agreement, property subject to forfeiture under Sections 932.701-932.707, Florida Statutes, known as the "Florida Contraband Forfeiture Act," may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency pursuant of the provisions of the "Florida Contraband Forfeiture Act."

SECTION VIII: INSURANCE

Each political subdivision shall provide, upon request, satisfactory proof of liability insurance by one or more of the means specified in Section 768.28, Florida Statutes, in an amount which is, in the judgment of the governing body of that political subdivision, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify all parties to this agreement of such change within ten (10) days of receipt of the notice or actual knowledge of such change.

SECTION IX: EFFECTIVE DATE

This agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until _____. Under no circumstances may this agreement be renewed, amended or extended except in writing.

SECTION X: CANCELLATION

Either party may cancel its participation in this agreement upon sixty (60) days written notice to the other political subdivision. Cancellation will be at the discretion of any political subdivision to this mutual aid agreement.

IN WITNESS WHEREOF, the parties hereto cause to these presents to be signed on the date first written above.

AGREED AND ACKNOWLEDGED this _____ day of _____, _____.

PATRICK G. SALERNO
City Manager
City of Coral Gables
Date: _____

ATTEST:

WALTER FOEMAN
City Clerk
City of Coral Gables

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


ELIZABETH M. HERNANDEZ
City Attorney

GARY L. WORD
City Manager
Town of Surfside
Date: _____

ATTEST:

DEBRA E. EASTMAN
City Clerk
Town of Surfside

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



LYNN M. DANNHEISSER
City Attorney

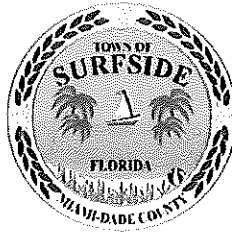


RICHARD J. NAUE, JR.
Interim Chief of Police
Coral Gables Police Department

DAVID ALLEN
Chief of Police
Surfside Police Department

APPROVED AS TO INSURANCE REQUIREMENTS:

MICHAEL SPARBER
Risk Management Administrator
City of Coral Gables



Town of Surfside Commission Communication

Agenda Item # 4A1

Agenda Date: March 9, 2010

Subject: Regulated Use Ordinance

Background: A resident contacted Staff indicating that the zoning code does not permit for massage therapy in the business district. Staff placed this on the January 28, 2010 Planning and Zoning agenda for the board to discuss this use. The board requested that we modify the code to permit this use. The code also does not specifically exclude items that are not on the permitted use list. Although the code lists items that are permitted, it is the intent of Staff to strengthen the code against unregulated uses.

Analysis: Staff is proposing an Ordinance that permits massage therapy in the business district. This may be through a beauty or spa type facility, a standalone facility or a health club facility. Staff is also proposing to prohibit uses not specifically listed on the permitted use chart. Lastly, Staff has revised the definition for a "Beauty Parlor" to "Beauty/Personal Services" and has permitted Massage Therapy in the Beauty/Personal Services category and in the Health Club category.

Budget Impact: Planning Staff's time was funded under the general services contract between the Town and CGA. Therefore the Town did not incur an additional budget impact for CGA's time.

Staff Impact: N/A

Recommendation It is recommended that the Surfside Town Commission introduce on first reading the attached Ordinance, amending sections 90.2 and 90.41 of the Town of Surfside Zoning Code.

Department Head

Town Manager

ORDINANCE NO. 10- _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 AND SPECIFICALLY SECTION 90-2 "DEFINITIONS" AND ARTICLE IV SECTION 90-41 "REGULATED USES" OF THE TOWN OF SURFSIDE CODE OF ORDINANCES 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 and define beauty/personal services in the business district and permit licensed massage therapy in areas permitting beauty/personal services and health clubs.

WHEREAS, The Planning and Zoning Board, as the local planning agency for the Town, has held a public hearing on March 25, 2010 and recommended approval of the proposed amendments to the Code of Ordinances and also found the proposed Code amendments to be consistent with the Comprehensive Plan; and

WHEREAS, The Town Commission held its first public reading on March 9, 2010 and recommended approval of the proposed amendments to the Code of Ordinances having complied with the notice requirements by the Florida Statutes; and

WHEREAS, The Town Commission has conducted a second duly noticed public hearing on these regulations as required by law on April 13, 2010 and further finds the proposed change to the Code necessary and in the best interest of the community.

Ordinance No. _____

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. 90-2 Definitions.

For the purpose of this chapter, certain terms and words are hereby defined. For convenience, all defined words and terms are set out in different type.

Beauty / Personal Services: An establishment engaged in the provision of frequently or recurrently services of a personal nature; or the provision of informational, instructional, personal improvement or similar professional services which may involve limited accessory retail sale of products. Services are limited to salons that offer hair care, nail care, skin care (not including tattoo or piercing), tanning, hair removal and licensed therapeutic massage.

Article IV District Regulations

Sec. 90-41 Regulated uses.

Applicability and validity of tables. Nothing shall be used to misconstrue or reinterpret the provisions, limitations and allowances made here-in.

- i. *Purpose.* Permitted uses are considered to be fundamentally appropriate within the district in which they are located and are deemed to be consistent with the comprehensive plan. These uses are permitted as of right, subject to the required permits and procedures described in this section. Permitted uses require final site plan review and approval for compliance with the standards applicable to a particular permitted use as provided in this zoning code.
- ii. Permits required. Except as explicitly provided otherwise, no use designated as a permitted use in this chapter shall be established until after the person proposing such use has applied for and received all required development permits.
- iii. Uses other than those specifically permitted in subsection 90.41.3 hereunder are prohibited.

Ordinance No. _____

 (c) Table – Regulated Uses

	H30A	H30B	H30C	H40	H120	SD-B40
Retail and General Commercial Uses						
<u>Barbershops</u>			-	-		P
<u>Beauty Parlors</u>	-	-	-	-	-	P(20)
<u>Beauty / Personal Services</u>	-	-	-	-	-	P(20)
<u>Health Club or Studio</u>						P(16,20)
	-	-	-	-	-)

Key: P: Permitted Blank: Not Permitted (#): Refer to Notes

(d) Uses Table Notes

 7. May provide a ~~barbershop, beauty parlor,~~ beauty / personal services, dining room, and coffee shop, bar or cocktail lounge, telegraph office, tobacco, candy, and newsstand, automobile rentals where rental vehicles are not kept on premises, ready to wear shops, travel agencies, gift and sundry shops, coin operated machines, washing machines, and marble, coin or amusement machines (other than gambling devices), and diet and health spas providing services solely to guests; provided, however, that such facilities may be entered only from the inside of the structure and there shall be no window or evidence of such facilities from outside the hotel or motel.

 20. ~~Exterior windows on the ground floor shall be screened, curtained or otherwise made opaque four feet six inches from the grade of the adjacent sidewalk so as to block the view of the interior premises from the public right-of-way. However, such screening shall not be required where only hair styling and manieures are performed within twenty (20) feet of the public right-of-way. Services including tanning, hair removal (except for shaving normally associated with barbershops) and licensed therapeutic massage shall not be visible from the public right-of-way.~~

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.

Ordinance No. _____

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 9th day of March, 2010.


PASSED and ADOPTED on second reading this ____ day of _____, 2010.

Daniel Dietch, Mayor

Attest:

Debra E. Eastman, MMC
Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



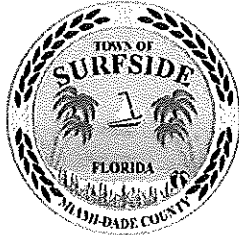
Lynn M. Dannheisser, Town Attorney

On Second Reading Moved by: _____

On Second Reading Seconded by: _____

Vote:

Commissioner Karukin	yes _____	no _____
Commissioner Kopelman	yes _____	no _____
Commissioner Olchyk	yes _____	no _____
Vice Mayor Graubart	yes _____	no _____
Mayor Dietch	yes _____	no _____



**TOWN OF SURFSIDE
Office of the Town Attorney**

MUNICIPAL BUILDING
9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154-3009

Lynn M. Dannheisser
Town Attorney

Telephone: 305 861-4863

MEMORANDUM

TO: Town Commission
FROM: Lynn M. Dannheisser, Town Attorney *LD*
cc: Gary Word, Town Manager
DATE: April 13, 2010
SUBJECT: Amendment to RLUIPA Ordinance

In 2007, the Town of Surfside settlement litigation involving Young Israel of Bal Harbor that was decided at the level of the Supreme Court relating to the Religious Land Use and Institutionalized Persons Act of 2000 (RLUIPA) . For your information, I am attaching a memorandum of law provided to the prior Commission explaining this subject.

By Ordinance 2007-1479 (as amended from time to time) and in order to avoid future allegations of discrimination, after some study, the Town selected and designated certain areas through an overlay map that would permit places of public assembly ("PPA's") in specific districts imposing reasonable zoning regulations relating to parking, setbacks, and other issues like noise that would avoid undue impacts on residential neighborhoods in particular. A copy of the RLUIPA Overlay Map is also attached for your review.

This proposed amendment to the RLUIPA Ordinance addresses the fact that in the current legislation, in a commercial district, PPAs are restricted to spaces above the ground level only. The rationale for that restriction was that in existing buildings where there were ground level storefronts, the Town wanted to retain those commercial businesses but would otherwise permit a PPA on the second floor or above. It has now come to our attention that this restriction would prevent a religious institution from, for example, purchasing or constructing a building for the sole and express purpose of occupying it as a house of worship. Accordingly, this proposed amendment to the ordinance would exempt from this restriction any such single purpose building.

RECOMMENDATION: It is recommended by Staff that you adopt this amendment to the RLUIPA Ordinance.

ORDINANCE NO. 10-_____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 "ZONING" AND SPECIFICALLY ARTICLE IV "DISTRICT REGULATIONS"; AMENDING SECTION 90-41 "REGULATED USES" OF THE TOWN OF SURFSIDE CODE OF ORDINANCES 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 parking requirements for places of assembly; and

WHEREAS, the Planning and Zoning Board, as the local planning agency for the Town, held its hearing on the proposed amendments to the district regulations on April 22, 2010 with due public notice and input; and

WHEREAS, the Town Commission held its first public hearing on April 13, 2010 having complied with the notice requirements required by Florida Statutes; and

WHEREAS, the Town Commission shall have conducted a second duly noticed public hearing on these regulations as required by law on May 11, 2010.

Ordinance No. _____

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

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

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

Sec. 90-41. Regulated uses.

* * * * *

	H30A	H30B	H30C	H40	H120	SD-B40
Places of Assembly						
See RLUIPA Map and Ordinance 07-1479	-	-	P	-	-	P (9)

* * * * *

9. Shall only be allowed above the first floor. This regulation shall not be applicable for single purpose buildings.

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

Ordinance No. _____

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 _____, 2010.

PASSED and ADOPTED on second reading this _____ day of _____, 2010.

Daniel Dietch, Mayor

Attest:

Debra E. Eastman, MMC
Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Lynn M. Dannheisser, Town Attorney

On First Reading Moved by: _____

On Second Reading Seconded by: _____


Vote:

Mayor Dietch	yes _____	no _____
Vice Mayor Graubert	yes _____	no _____
Commissioner Karuchin	yes _____	no _____
Commissioner Kopelman	yes _____	no _____
Commissioner Olchyck	yes _____	no _____

Ordinance No. _____

Memo

To: Town Commission

From: Lynn M. Dannheisser
Johanna M. Lundgren 

Date: February 12, 2007

Re: Places of Public Assembly Ordinance

The Town of Surfside has recently settled the case captioned *Midrash Sephardi, Inc. and Young Israel of Bal Harbour, Inc. v. Town of Surfside*, Case. No.: 99-1566 that was fought all the way to the U.S. Supreme Court. This case, in part was prosecuted in part based on an alleged violation of the Religious Land Use and Institutionalized Persons Act of 2000 (RLUIPA), 42 U.S.C. §§ 2000cc, *et seq.*, which is designed to protect individuals, houses of worship, and other religious institutions from discrimination in zoning and landmarking laws. In passing this law, Congress found that the right to assemble for worship is at the very core of the free exercise of religion and also recognized that religious assemblies cannot function without a physical space adequate to their needs and consistent with their theological requirements. The right to build, buy, or rent such a space is an indispensable adjunct of the core First Amendment right to assemble for religious purposes.

Religious assemblies, especially, new, small, or unfamiliar ones, as the ones here in Surfside were found to have been illegally discriminated against on the face of the Town's zoning codes and also in the highly individualized and discretionary processes of land use regulation. In the Town's case, its zoning codes illegally excluded religious assemblies in places where others were permitted to gather and assemble for secular purposes.

RLUIPA prohibits zoning and landmarking laws that: (1) treat churches or other religious assemblies or institutions on less than equal terms with nonreligious institutions; (2) discriminate against any assemblies or institutions on the basis of religion or religious denomination; (3) totally exclude religious assemblies from a jurisdiction; or (4) unreasonably limit religious assemblies, institutions, or structures within a jurisdiction.

That having been said, however, governments are permitted to impose land use regulations provided they are in furtherance of a compelling governmental interest, the least restrictive means of furthering that compelling governmental interest and do not discriminate against or exclude any assemblies or institutions on the basis of religion or religious denomination.

At Vice Mayor Weinberg's request, we have done a legal analysis of these requirements and Calvin Giordano as our planning staff has analyzed the current locations of places of public assembly within the Town, and have identified certain zoning districts as most appropriate for such uses. Together we have drafted an ordinance we believe to be legally sufficient, and recommend for your further consideration. The ordinance includes the following:

I. Standardized treatment of places of public assembly

We have defined "place of public assembly" as "any area where large numbers of individuals assemble, whether public or private including, but not limited to, public assembly buildings such as auditoriums and non-profit theaters; and places of worship such as a church, synagogue, temple, mosque, or other facilities that are used for prayer and assembly by persons of similar beliefs." This definition provides an even-handed legal treatment of all public assemblies with similar land use impacts on their surrounding community. This broad definition ensures that places of worship are not inadvertently treated differently from other similar uses.

II. Avoided undue impacts on residential neighborhoods by providing for regulation of home and common-area based places of public assembly

Traffic, noise, and parking impacts may result from home-based assembly uses that are accessory to single or multi-family residential homes whether they are home-based sales activities such as Tupperware parties, social gatherings such as football parties, or prayer groups. Planning staff has analyzed this type of assembly use, and has concluded that such activities warrant regulation when they are frequent, regular, and create a significant parking impact. In this ordinance, we have suggested consideration of regulatory measures to ensure that these home-based activities remain within the scope of residents' expectations for typical residential use and do not adversely impact neighbors.

III. Amended zoning district regulations to eliminate conditional uses for churches and synagogues, and provide for places of public assembly as permitted uses in additional zoning districts

The Planners have conducted a locational and land use compatibility analysis of existing assembly uses, with the advice of our office. The results of the analysis indicate that institutional (not home-based) places of public assembly should be allowed as

permitted uses within the RS-1 and RS-2 single-family residential districts, the RD-1 residential district, the RD-2 two-story multiple family residential district, and the B-1 business zoning district. These zoning districts are, in the professional planning opinion of our planners, the most appropriate locations for institutional places of public assembly. It should be noted that Section 18A-6 of the Miami-Dade County Landscape Ordinance requires that sufficient buffering and landscaping be provided to ensure that adjacent properties are adequately protected from the impacts of dissimilar land uses. These existing landscaping and buffering requirements will apply to all places of public assembly proposed to be located in residential zoning districts.

IV. Standardized and clarified parking standards for assembly uses:

Staff has analyzed the parking requirements of public assembly uses, and suggests revisions to the Code's parking standards to ensure that adequate and consistent parking is provided by all places of public assembly throughout the Town as required by law. In order to maintain adequate and uniform parking requirements for varying types of public assembly uses, we recommend that the Town's parking standards be amended to apply proportional parking requirements consistently for all places of public assembly, based upon both fixed seating numbers and floor area calculation.

V. Ensured that variance procedure recognizes existing places of public assembly

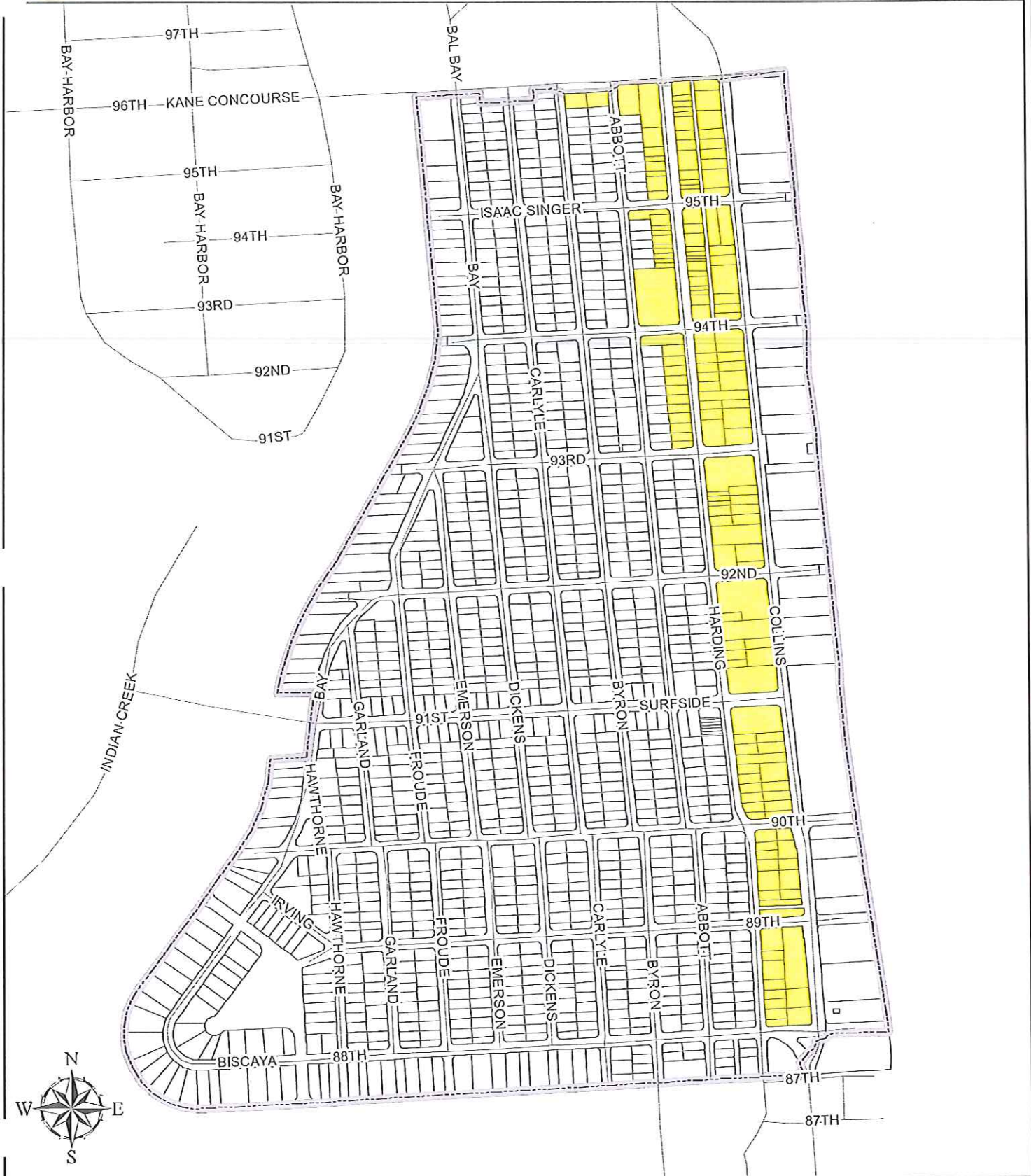
In recognition of the fact that some existing places of public assembly may be unable to meet current parking requirements of the Code, it is suggested that the variance standards of Section 90-2 of the Code recognize that, where a place of public assembly is in existence for at least ten (10) years and a variance from the parking requirements is requested, hardships pertaining to the variance request should not be considered self-created for purposes of consideration of the variance.

VI. Create a no-fee operational licensing scheme

In order to address compliance issues associated with places of public assembly, we recommend establishing a "no-fee" operational licensing procedure. By requiring new not-for-profit places of public assembly to register with the Town through a simple licensing procedure, the Town may identify new places of public assembly and confirm code compliance or preempt future compliance issues.



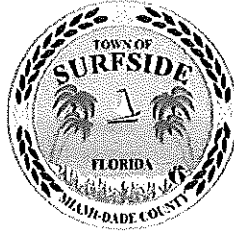
Public Assembly Places



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS



GIS Produced and maintained by the CGA
Geographic Information Systems Services



Town of Surfside Commission Communication

Agenda Item # 412B

Agenda Date: April 13, 2010

Subject: Landscape Ordinance

Background: It has come to Staff's attention that the landscape ordinance requires additional landscape buffers than what is currently present within the business district. Therefore if a property owner were to redevelop a site within the business district, larger setbacks and buffers may be required. The code currently requires buffers adjacent to streets and neighboring properties when a different zoning category is present. Staff is proposing an Ordinance that does not affect properties that are contiguous to a lot in the business district, but would exempt lots that are separated by a street or alley from providing buffers.

For example, if a lot abuts a single family home (not separated by a street) then that side of the lot would need to provide a twenty (20) foot landscaped buffer. If the lot was surrounded on the remaining sides by a street, they would not need to provide landscape buffers. There are still landscaping requirements, such as shrubs and trees, which need to be provided on site, however, the proposed code removes the required buffer and provides the owner with flexibility as to where the landscaping should be located.

Budget Impact: Planning Staff's time was funded under the general services contract between the Town and CGA. Therefore the Town did not incur an additional budget impact for CGA's time.

Staff Impact: N/A

Recommendation It is recommended that the Surfside Town Commission introduce on first reading the attached Ordinance, amending section 90.92, 90.94 and 90.95 of the Town of Surfside Zoning Code.

Department Head

Town Manager

ORDINANCE NO. 10-_____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 "ZONING" AND SPECIFICALLY ARTICLE VIII "LANDSCAPE REQUIREMENTS"; AMENDING SECTIONS 90-92, 90-94, 90-95 OF THE TOWN OF SURFSIDE CODE OF ORDINANCES 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 landscape requirements; and

WHEREAS, the Planning and Zoning Board, as the local planning agency for the Town, held its hearing on the proposed amendments to the landscape regulations on April 29, 2010 with due public notice and input; and

WHEREAS, the Town Commission held its first public hearing on April 13, 2010 having complied with the notice requirements required by Florida Statutes; and

WHEREAS, the Town Commission shall have conducted a second duly noticed public hearing on these regulations as required by law on May 11, 2010.

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

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

Ordinance No. _____

Section 2. Code Amendment. The code of the Town of Surfside, Florida is hereby

amended as follows:

Section 90-92. Landscape buffer areas between residential and nonresidential properties and vehicular use areas.

(a) *Applicability:* All proposed development or redevelopment sites and vehicular use areas serving H30C, H40, H120, ~~SD-B40~~ or municipal uses shall conform to the minimum landscaping requirements hereinafter provided. Interior parking landscape requirements under or within buildings and parking areas serving H30A and H30B districts are exempt. Additionally, ~~SD-B40 shall be exempt. is exempted when the adjacent or contiguous zoning district or use is the same with the exception of vehicular use areas for parking lots, loading, storage or screening of equipment requirements.~~ Expansive concrete or paver areas shall require landscaping to soften and scale the buildings.

(b) *Required buffer landscaping adjacent to streets and abutting properties:* On any proposed, redeveloped site, or open lot providing a vehicular use area for H30C, H40, H120, ~~SD-B40~~ adjacent or contiguous to H40, or municipal plots where such area is abutting street(s) and/or property lines, including dedicated alleys, landscaping shall be provided between such area and such perimeters as follows:

Section 90-94. Open space.

All open space on any site shall conform to the following requirements:

(1) *General landscape treatment:*

a. Groundcover, shrubs, and other landscape materials (not including rocks, gravel, pavers, turf blocks, artificial turf, or other items) shall be installed to cover all open space areas not covered by paving or structures, using the required percentages specified in the plant material section. No substance including rocks, gravel, pavers, turf blocks, artificial turf or other materials which prevents water percolation shall be used in areas not approved for paving or structures. Proper horticultural planting practices shall comply with Xeriscape requirements.

b. Along all buildings and structures, mature landscaping at installation shall be installed at one-half the height of the building or structure at one tree per 25 linear feet of each building's facade on all sides for scaling and softening. On buildings over 75 feet in height the proposed trees/palms shall be at least 35 to 38 feet tall at time of installation. NOTE: If the landscape buffer is contiguous to the building then the landscape buffer requirement will supersede, with the exception of one tree per 25 feet being one-half the height of the building at installation. Additionally, shrubs and groundcovers shall be added to enhance the building. In all districts except the SD-B40 district, A a minimum

Ordinance No. _____

six-foot-wide landscape strip shall be provided not including overhands or awnings around all the buildings.

Section 90-95. Landscape buffers.

(a) Where any plot zoned or used for H30C, H40 or H120 is separated by a street, alley, canal or public open space from a plot zoned or used for H30A or H30B, said plot shall provide a landscape buffer of at least ten feet in depth.

(b) Where any plot zoned or used for H40 or H120 or H30C East of Harding Avenue is contiguous to any plot zoned or used for H30A or H30B, said plot shall provide a landscape buffer of at least 15 feet in depth.

~~(c) Where any plot zoned or used SD-B40 or municipal plot is separated by a street, alley, canal or public open space from a plot zoned or used for H30A or H30B, said plot shall provide a landscape buffer of at least 15 feet in depth.~~

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 _____, 2010.

PASSED and ADOPTED on second reading this ____ day of _____, 2010.


Ordinance No. _____

Daniel Dietch, Mayor

Attest:

Debra E. Eastman, MMC
Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



Lynn M. Dannheisser, Town Attorney

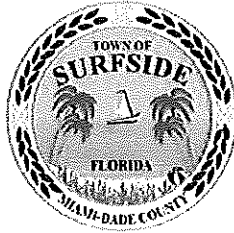
On First Reading Moved by: _____

On Second Reading Seconded by: _____

Vote:

Mayor Dietch	yes	_____	no	_____
Vice Mayor Graubart	yes	_____	no	_____
Commissioner Karukin	yes	_____	no	_____
Commissioner Kopelman	yes	_____	no	_____
Commissioner Olchyck	yes	_____	no	_____

Ordinance No. _____



Town of Surfside Commission Communication

Agenda Item # 4A2C

Agenda Date: April 13, 2010

Subject: Proposed Construction Fencing Ordinance

Background: On March 9, 2010 the Town Commission adopted an Ordinance revising Section 90.56-1 and thereby added in regulations for Construction Fencing. After adoption Staff determined the revisions required further regulations for construction fencing within single family developments.

Analysis: Staff is proposing an Ordinance that provides specific construction fencing regulations including the posting of a bond and the provisions of landscape buffers for construction fencing permits for multi-family and non-residential properties. The Ordinance also provides specific construction fencing regulations for single family properties, which limits fence types to wood pickets and framed plywood panel.

Budget Impact: Planning Staff's time was funded under the general services contract between the Town and CGA. Therefore the Town did not incur an additional budget impact for CGA's time.

Staff Impact: N/A

Recommendation It is recommended that the Surfside Town Commission introduce on first reading the attached Ordinance, amending sections 90.56-1 of the Town of Surfside Zoning Code.

Department Head

Town Manager

ORDINANCE NO. 10-_____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 "ZONING" AND SPECIFICALLY AMENDING SECTION 90-56 "FENCES, WALLS AND HEDGES"; CREATING 90-56.1 "CONSTRUCTION FENCING" OF THE TOWN OF SURFSIDE CODE OF ORDINANCES PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission (the "Commission") recognizes the need to regulate fences, walls and hedges for the health, safety and welfare of the Town; and

WHEREAS, the Commission has attempted to create regulations to address the specific needs of the this unique community and continues to amend these regulations to address the placement of fences, walls and hedges as they may best suit the needs of the community; and

WHEREAS, the Planning and Zoning Board, as the local planning agency for the Town, held its hearing on the proposed amendments to the fence, walls and hedges regulations on April 29, 2010 with due public notice and input; and

WHEREAS, the Town Commission held its first public hearing on April 13, 2010, having complied with the notice requirements required by Florida Statutes; and

WHEREAS, the Town Commission shall have conducted a second duly noticed public hearing on these regulations as required by law on May 11, 2010.

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

Ordinance No. _____

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:

90-56.1 Construction Fencing

A. Temporary construction fencing and bonds. No person or entity shall install or construct a temporary construction fence in this Town without first obtaining a permit from the Town's Building Department. For all multi-family and non-residential properties, the posting of a construction bond in favor of the Town in the amount of \$35,000.00 is required for a person or entity to install or construct a temporary construction fence. With regard to the bonds, if such construction bond is not furnished to the Town ten (10) days prior to the erection of a temporary construction fence, construction shall be delayed until such time as the construction bond is provided in a form acceptable to the Town Manager or designee. The construction bond must be approved by the Town Manager or designee, which approval shall not be unreasonably withheld. The construction bond shall be maintained until said construction work hereof is completed and a Certificate of Occupancy is issued. The intention of the furnishing of this bond is to secure the costs of cleanup, repair or replacement of damage or destruction, and/ or beautification or landscaping of the fence or the property itself. The bond shall be subject to forfeiture for purposes of paying any such costs.

B. ~~Permitted~~ Temporary construction fences for multi-family and non-residential properties:

(1) ~~Permitted Fences: Except on Harding Avenue and Collins Avenue,~~ The following temporary construction fences are permitted for multi-family and non-residential properties and in accordance with section 90-56(1): in all the zoning districts

- (a) Wrought iron or blackened aluminum.
- (b) Stucco and stone which match main structure.
- (c) Masonry walls pursuant to ~~section 90-56(1).~~
- (d) Wood pickets.
- (e) Concrete wall pursuant to ~~section 90-56(1).~~
- (f) Frame plywood panel.
- (g) ~~Chain link fences with canvas (or similar material) are permitted if the property owner or agent has obtained a demolition permit from the Building Department. The chain-link fence shall be permitted to be utilized as a demolition fence for a period of no longer than two (2) months or until expiration of the demolition permit, whichever occurs first. However, such demolition fence shall not be removed until the installation of a permitted construction fence, as defined in this section. The permitted construction fence shall be installed immediately upon removal of the temporary demolition fence. At no time shall the parcel~~

Ordinance No. _____

~~remain without a protective barrier. Any person or entity found to be in violation of this subsection shall be subject to a fine of \$500 per day.~~

(2) Chain-link fences with canvas (or similar material): Chain-link fences with canvas (or similar material) backing or meshing may be permitted, provided they are neatly designed and maintained as approved by the Town Manager or designee. The chain-link fence shall be permitted to be utilized as a demolition fence for a period of no longer than two (2) months or until expiration of the demolition permit, whichever occurs first. However, such demolition fence shall not be removed until the installation of a permitted construction fence, as defined in this section. The permitted construction fence shall be installed immediately upon removal of the temporary demolition fence. At no time shall the parcel remain without a protective barrier. Any person or entity found to be in violation of this subsection shall be subject to a fine of \$500 per day.

~~(2)(3) A temporary construction fence (as defined herein) shall be installed on the front, side, and rear, and secondary frontage property lines setbacks.~~

~~(3) Chain-link fences with canvas (or similar material) backing or meshing may be permitted, provided they are neatly designed and maintained as approved by the Building and Zoning Departments.~~

(4) Maximum and minimum height. All of the permitted fences are permitted a maximum height of twelve (12) feet and a minimum height of six (6) feet.

(5) Setbacks. A temporary construction fence installed on the front of the property (and secondary frontage of the property) shall be situated six feet from the front property line (and secondary frontage property line), unless specifically waived by the Town Commission. The setback area between the temporary fence and the property line shall contain a continuous extensively landscaped buffer in accordance with Section 90-90(e) and which must be maintained in good healthy condition by the property owner. No temporary construction fence permit shall be issued unless a site plan is approved by the Town pursuant to section 90-20. The approved site plan must include details of the landscaping for the setback buffer. Failure to maintain the setback buffer landscaping will result in the Town taking action to replace same and lien the property for the costs of landscaping.

(6) Prohibited Fences. The following fences are not permitted:

- (a) Chain-link fences without canvas (or similar backing material).
- (b) Barbed-wire fences.
- (c) Fences made of canvas material.
- (d) Any fences that fail to meet the requirement of the Florida Building Code.

(7) Murals and graphics. Graphics and murals on temporary construction fencing are prohibited unless approved by the Town Commission at site plan review pursuant to section 90-20. The Town Commission, in its discretion, may permit graphics and painted

murals on temporary construction fences for aesthetic enhancement of the fence and advertisement of the project to be constructed at site plan review.

~~C. Prohibited fences:~~

~~(1) The following fences are not permitted, except as otherwise provided in Code herein below:~~

~~(a) Chain-link fences.~~

~~(b) Barbed wire fences.~~

~~(c) Fences made of canvas material.~~

~~(d) Any fences that fail to meet the requirement of the Florida Building Code.~~

~~(2) Chain-link fences with canvas (or similar material) backing or meshing may be permitted to be utilized as a temporary construction fence for a period of no longer than 18 months, provided they are neatly designed and maintained as approved by the Building and Zoning Departments.~~

~~D. Maximum and minimum height. A fence is permitted a maximum height of 12 feet and a minimum height of six feet.~~

~~E. Setbacks. A temporary fence installed on the front of the property shall be situated six feet from the front property line unless specifically waived by the Town Commission. The setback area between the temporary fence and the property line shall contain a continuous extensively landscaped and which must be maintained in good healthy condition by the property owner. No temporary construction permit shall be issued unless a landscape plan is approved by the Town for the buffer. Failure to maintain the landscaping will result in the Town taking action to replace same and lien the property for the costs of landscaping.~~

C. Permitted Temporary construction fences for single family properties:

(1) Permitted Fences: The following temporary construction fences are permitted for single family properties and in accordance with section 90-56(1):

(a) Wood pickets.

(b) Frame plywood panel.

(2) Chain-link fences with canvas (or similar material): Chain-link fences with canvas (or similar material) backing or meshing may be permitted, provided they are neatly designed and maintained as approved by the Town Manager or designee. The chain-link fence shall be permitted to be utilized as a demolition fence for a period of no longer than two (2) months or until expiration of the demolition permit, whichever occurs first. However, such demolition fence shall not be removed until the installation of a permitted construction fence, as defined in this section. The permitted construction fence shall be installed immediately upon removal of the temporary demolition fence. At no time shall the parcel remain without a protective barrier. Any person or entity found to be in violation of this subsection shall be subject to a fine of \$500 per day.

(3) A temporary construction fence (as defined herein) shall be installed on the front, side, rear and secondary frontage property lines.

Ordinance No. _____

(4) Maximum height. All of the permitted fences are permitted a maximum height of six (6) feet.

(6) Prohibited Fences. All fence types not specifically described in Section 90-56.1(C)(1) are prohibited.

~~FD.~~ Expiration of permit. A temporary construction fence permit issued under this ~~chapter~~ Section shall expire upon the issuance of a certificate of occupancy or expiration of the building permit. The temporary fence shall remain on the property until the completion of construction, provided that it shall be removed in accordance with the terms of the Florida Building Code.

~~GE.~~ Murals and graphics. ~~Graphics and murals on temporary construction fencing are prohibited unless approved by the Town Commission at site plan review pursuant to section 90-20. The Town Commission, in its discretion, may permit graphics and painted murals on temporary construction fences for aesthetic enhancement of the fence and advertisement of the project to be constructed at site plan review.~~ Required Clearance. Under no circumstances is any temporary construction fence to be located on a corner lot in such a way as to conflict with the requirements of Section 90-52 (Required Clearances) or fire codes, including concealment of fire hydrants.

~~HF.~~ Fees. The Town Manager or designee may impose fees as he/she may determine appropriate for the use of construction fences for advertisement purposes in accordance with the schedule promulgated by the Building Official.

~~IH.~~ Access gates. All temporary construction fences shall contain access gates with a minimum clear opening width of 12 feet. Access gates must be provided at the front ~~and rear~~ of the enclosure. If the rear of the property abuts an alley, street, road, or beach, access gates must be provided at the front and rear of the enclosure. If the property has a secondary frontage that abuts a street or road, access gates must be provided at the rear and may be provided at either the front or secondary frontage of the enclosure. Gates must be kept unlocked during inspection hours.

~~IJ.~~ Temporary construction signs. Construction, erection, and maintenance of temporary construction signs shall be governed by ~~Town of Surfside Sign Code~~ Article VI Signs.

~~KJ.~~ Appeals. Any decision made by the Town Manager or designee regarding graphics, advertisement, and murals on a temporary construction fence may be appealed to the Town Commission.

~~LK.~~ Enforcement and penalties. The Code Enforcement and Building Department shall be responsible for the enforcement of the provisions of this section. Any person or entity found to be in violation of this section shall be subject to a \$500 fine per day.

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 _____, 2010.

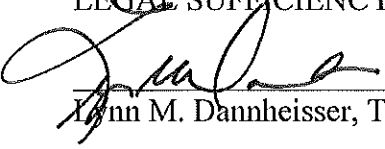
PASSED and ADOPTED on second reading this _____ day of _____, 2010.

Daniel Dietch, Mayor

Attest:

Debra E. Eastman, MMC
Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



Lynn M. Dannheisser, Town Attorney

Ordinance No. _____

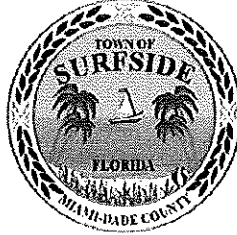
On First Reading Moved by: _____

On Second Reading Seconded by: _____

Vote:

Mayor Dietch	yes _____	no _____
Vice Mayor Graubart	yes _____	no _____
Commissioner Karukin	yes _____	no _____
Commissioner Kopelman	yes _____	no _____
Commissioner Olchyck	yes _____	no _____

Ordinance No. _____



TOWN OF SURFSIDE
Office of the Town Attorney


MUNICIPAL BUILDING
9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154-3009

Lynn M. Dannheisser
Town Attorney

Telephone: 305 861-4863

MEMORANDUM

TO: Town Commission

FROM: Lynn M. Dannheisser, Town Attorney 

cc: Gary Word, Town Manager

DATE: April 13, 2010

SUBJECT: Notice requirements for site plan approval

Recently, it came to my attention that our current code does not require published or posted notice for site plan approval applications. Such notice is deemed desirable and accordingly, we have so amended the code. Also, although it is current custom and practice, we are codifying the fact that fees and costs are to be borne by the applicant, not the Town.

RECOMMENDATION: It is recommended by Staff that you pass this ordinance on first reading.

ORDINANCE NO. 10-_____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 "ZONING" AND SPECIFICALLY AMENDING SECTION 90-35 "PLANNING AND ZONING BOARD; APPLICATIONS FOR SPECIAL EXCEPTIONS, ZONING CHANGES, CONDITIONAL USES AND VARIANCES; RULES OF PROCEDURE" TO PROVIDE THAT NOTICE WILL BE REQUIRED FOR SITE PLAN APPROVAL AND ALL NOTICES SHALL BE AT APPLICANT'S COST; OF THE TOWN OF SURFSIDE CODE OF ORDINANCES PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission (the "Commission") recognizes the need to regulate public notice requirements for the health, safety and welfare of the Town; and

WHEREAS, the Commission has attempted to create regulations to address the specific needs of this unique community and continues to amend these regulations to address the public noticing requirement of land use and site plan amendments and planning and zoning board meetings as it may best suit the needs of the community; and

WHEREAS, the Planning and Zoning Board, as the local planning agency for the Town, held its hearing on the proposed amendments to the Planning and zoning board; applications for special exceptions, zoning changes, conditional uses and variances; rules of procedure regulations on April 29, 2010 with due public notice and input; and

WHEREAS, the Town Commission held its first public hearing on April 13, 2010, having complied with the notice requirements required by Florida Statutes; and

WHEREAS, the Town Commission shall have conducted a second duly noticed public

Ordinance No. _____

hearing on these regulations as required by law on May 11, 2010.

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

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

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

Sec. 90-35. Planning and zoning board; Town Commission; applications for site plan, amendments to the land use plan, special exceptions, zoning changes, conditional uses and variances; public noticing requirements; rules of procedure.

Rules of procedure. The following rules shall govern procedure on all applications for site plan, amendments to the land use plan, special exception, zoning changes, conditional uses, and/or variances:

(1) All applications shall be submitted to the ~~planning and zoning board~~ Town Manager or designee on the prescribed form and accompanied with the prescribed fee. The fees may be adjusted from time to time to defray the costs of processing and reviewing the application and providing requisite notice. (Professional fees will be charged to the applicant in accordance with the cost recovery program of the Town.) The planning and zoning board shall be required to schedule a public hearing not later than 30 days after ~~receipt of~~ determination by the Town Manager or designee that such site plan, amendment to the land use plan, special exception, zoning change, conditional use permit or variance request meets the criteria set forth in the Zoning Code. The board shall make its views and recommendations known to the commission for the commission's determination. If the board fails to take action within the prescribed time, the commission shall assume its duties.

(2) A ~~planning and zoning board and town commission~~ public hearing shall be advertised at least once in a local newspaper of general circulation or publicly posted in the Town Hall at least ten days prior to the public hearing. Written courtesy notices shall be sent by first class mail to affected property owners within a radius of 300 feet. Where practicable, such advertising shall contain, in addition to a legal description, a street address, together with the specific intended use in layman's language, i.e., "apartment house" rather than "multiple dwelling," "meat market" rather than "business zoning."

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

REQUEST FOR: _____
PLANNING AND ZONING MEETING: DATE AND TIME
TOWN COMMISSION MEETING: DATE AND TIME
TOWN HALL
9293 Harding Avenue
Surfside, FL 33154

COMPLETE INFORMATION REGARDING THE APPLICATION IS AVAILABLE BY CONTACTING THE TOWN HALL AT _____.

Such notice to be posted not less than ten days prior to such planning and zoning board and town commission hearings.

(4) A The posted notice, as set forth in subsection (3) of this section, shall contain the requested use change in layman's language i.e., "apartment house" rather than "multiple dwelling," "meat market" rather than "business zoning." ~~as in subsection (3) of this section~~. Posted notice shall be ~~of standard size~~ in standard colors, approved by the Town Manager or designee before erection.

(5) All applications ~~for rezoning~~ must be made and presented by the fee title owner or owners of the property sought to be rezoned or by a tenant or attorney for the owner with the owner's written approval.

(6) Applications for site plan, special exceptions, variances and conditional uses shall be adjudicated by resolution.

(7) Applications for ~~zoning changes~~ amendments to the land use map ~~or and~~ rezonings shall be adjudicated through the same procedures as required for ordinance adoption as required by law.

(8) Application for zoning change review criteria. In order to approve an application for zoning change the town commission must find that the application complies with each of the following criteria. The applicant is required to provide a report at the time the application is filed which includes documentation that the application complies with each of the below criteria:

- a. The zoning change is consistent with the comprehensive plan;
- b. The proposed change will result in development that is consistent in scale and character with those within 300 feet of the site;
- c. The resulting boundaries of the zoning district are logically drawn;
- d. The proposed change will not reduce property values in the town;
- e. The proposed change will enhance the quality of life in the town; and
- f. There are substantial and compelling reasons why the proposed change is in the best interests of the town.

(9) Resolutions for approval of site plan, special exceptions, variances and conditional use shall be sent to each member of the planning and zoning board by the town manager or designee following approval by the commission (except for a rezoning of a parcel which shall be adopted by ordinance as provided by law, and forwarded to the planning and zoning board in the same manner). All resolutions approving site plan, special exceptions, conditional uses and variances granted by the commission shall be kept in a journal maintained for such purpose.

(10) The planning and zoning board hearing shall be conducted in accordance with the quasijudicial procedures set forth in this Code. The following applications are quasijudicial and shall comply with the town's quasijudicial legislation:

- a. Site-specific rezoning.
- b. Conditional use applications.
- c. Special exceptions.
- d. Variances, including, but not limited to: trees, signs, setback, distance requirements between buildings or other variances permitted by this chapter.
- e. Development of regional impact.
- f. Site Plan (or Site Plan Amendment). ~~Any other development approval deemed to be quasijudicial by the town attorney.~~
- g. Amendments to the Land Use Plan.
- f.h. Any other development approval deemed to be quasijudicial by the town attorney.

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 _____, 2010.

PASSED and ADOPTED on second reading this ____ day of _____, 2010.


Ordinance No. _____

Daniel Dietch, Mayor

Attest:

Debra E. Eastman, MMC
Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



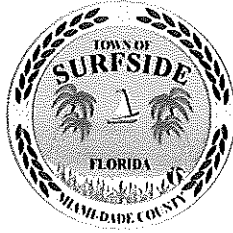
Lynn M. Dannheisser, Town Attorney

On First Reading Moved by: _____

On Second Reading Seconded by: _____

Vote:

Mayor Dietch	yes	_____	no	_____
Vice Mayor Graubart	yes	_____	no	_____
Commissioner Karukin	yes	_____	no	_____
Commissioner Kopelman	yes	_____	no	_____
Commissioner Olchyck	yes	_____	no	_____



Town of Surfside Commission Communication

Agenda Item # 5A

Agenda Date: April 13, 2010

Subject: Proposed Strike Force Voluntary Memorandum of Understanding

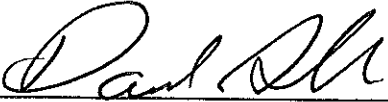
Background: The Town staff has received notice that the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF) has requested that the Surfside Police Department participate in a multi-agency Firearms, Interdiction, Reduction, and Enforcement Strike Force (FIRE). The memorandum of understanding (attachment A) will remain in effect subject to availability of necessary funding. This agreement may be terminated at any time by any of the participating agencies by providing a 30-day written notice of its intent to withdraw. The FIRE Strike Force will focus on armed violent groups or gangs, firearm traffickers, armed career criminals, convicted felons, and armed fugitives. ATF will provide the training, equipment, vehicle, and reimburse overtime to the Surfside Police Department. The Town will also share in any assets seized through forfeiture.

Analysis: The Surfside Police Department requires approval and authorization to enter into the proposed Memorandum of Understanding with the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF) to participate in the FIRE Strike Force.

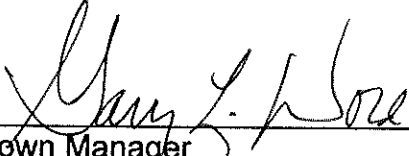
Budget Impact: N/A

Staff Impact: N/A

Recommendation: It is recommended that the Surfside Town Commission approve the FIRE Strike Force Memorandum of Understanding with the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF) (attachment A).



Department Head



Town Manager

RESOLUTION NO. 10 - ____

A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING AND DIRECTING THE TOWN MANAGER AND TOWN CLERK TO EXECUTE A MEMORANDUM OF UNDERSTANDING FOR VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE WITH THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS, AND EXPLOSIVES.

WHEREAS, the Town Commission of the Town of Surfside, Florida would like to enter into a Memorandum of Understanding For Voluntary Cooperation And Operational Assistance Between the Town of Surfside Police Department and the Bureau of Alcohol, Tobacco, Firearms, and Explosives;

WHEREAS, the Town Commission believes that it is in the best interest of the Town to enter into the agreement attached as Exhibit "A";

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

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

Section 2. Authorization. The Town Commission hereby authorizes the execution of the Memorandum of Understanding For Voluntary Cooperation And Operation Assistance Between the Town of Surfside Police Department and the Bureau of Alcohol, Tobacco, Firearms, and Explosives attached hereto as Exhibit "A" and authorizes the Town Manager and Town Police Chief to do all things necessary to effectuate this Agreement.

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

PASSED and ADOPTED on this _____ day of _____ 2010.

Motion by Commissioner _____, second by Commissioner _____.

FINAL VOTE ON ADOPTION

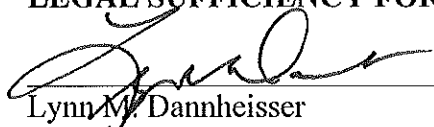
Commissioner Michael Karukin	_____
Commissioner Edward Kopelman	_____
Commissioner Marta Olchyk	_____
Vice Mayor Joseph Graubart	_____
Mayor Daniel Dietch	_____

Daniel Dietch, Mayor

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



U.S. Department of Justice

Bureau of Alcohol, Tobacco,
Firearms and Explosives

EXHIBIT A

Washington, DC 20226

www.atf.gov

SAMPLE

MEMORANDUM OF AGREEMENT

**Between the
Bureau of Alcohol, Tobacco, Firearms and Explosives
And
Miami Beach Police Department
for
Reimbursement of Overtime Salary Costs
Associated with
ATF TASK FORCE**

This Memorandum of Agreement (MOA) is entered into by the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) and the Miami Beach Police Department for the purpose of reimbursement of overtime salary costs and other costs, with prior ATF approval, including but not limited to travel, fuel, training, and equipment, incurred by the Miami Beach Police Department in providing resources to assist ATF.

Payments may be made to the extent they are included in ATF's Fiscal Year Plan and the monies are available to satisfy the requests(s) for reimbursable overtime expenses.

I. DURATION OF THIS MEMORANDUM OF AGREEMENT

This MOA is effective with the signatures of all parties and terminates at the close of business on September 30, 2013, subject to Section VII of the MOA.

II. AUTHORITY

This MOA is established pursuant to the following provisions:

1. Title 28, U.S.C., Section 524(c), the Department of Justice Assets Forfeiture Fund, which provides for the reimbursement of certain expenses of local, county, or State law enforcement agencies incurred as participants in joint operations/task forces with a Department of the Justice law enforcement agency.

2. Departments of Commerce, Justice, and State, the Judiciary, and Related Agencies Appropriations Bill, which provides for the reimbursement of overtime salary costs of local, county, or State law enforcement agencies incurred while assisting ATF in joint law enforcement operations.
3. Title 31, U.S.C., Section 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses of local, county, or State law enforcement agencies incurred as participants in joint operations/task forces with a Federal law enforcement agency.

If available, the funding for fiscal year 2009, 2010, 2011, 2012 and 2013 is contingent upon annual appropriation laws, Title 28, U.S.C., Section 524(c), annual appropriations, and Title 31, U.S.C., Section 332.

If available, funding allocations for reimbursement of expenses will be transmitted through a separate document.

This Memorandum of Agreement (MOA) is not a funding allocation document.

III. PURPOSE OF THIS MEMORANDUM OF AGREEMENT

This MOA establishes the procedures and responsibilities of both the Miami Beach Police Department and ATF for the reimbursement of certain overtime and other pre-approved expenses incurred pursuant to the authority in Section II.

IV. NAME OF JOINT OPERATION/TASK FORCE (if applicable)

The name of this joint operation/task force: ATF TASK FORCE

V. CONDITIONS AND PROCEDURES

- A. The Miami Beach Police Department shall assign officer(s) to assist ATF in investigations of Federal, state, and local laws. To the maximum extent possible, the officer(s) will be assigned on a dedicated, rather than rotational basis. The Miami Beach Police Department shall provide ATF with the name(s), title(s), and employee identification number(s) of the officer(s) assigned to the investigation.
- B. The Miami Beach Police Department shall provide ATF, within 10 days of the signing of this MOA, with a contact name, title, telephone number and address. The Miami Beach Police Department shall also provide the name of the official responsible for providing audit information under paragraph VI of this MOA, and the name of the official authorized to submit an invoice to ATF under E.

- C. The Miami Beach Police Department shall provide ATF, within ten (10) calendar days of the signing of this agreement, with the financial institution where the law enforcement agency wants the Electronic Funds Transfer (EFT) payment deposited for reimbursement. The mechanism for this is the SF 3881, ACH Vendor/Miscellaneous Payment Enrollment Form, which is Attachment A. When completed, forward this form to the ATTN: Special Agent in Charge, Asset Forfeiture & Seized Property Branch, Bureau of Alcohol, Tobacco, Firearms and Explosives, Mail Stop 3N-600, 99 New York Ave, NE, Washington, DC 20226.
- D. The Miami Beach Police Department may request reimbursement for payment of overtime expenses and other costs with prior ATF approval, including but not limited to travel, fuel, training, and equipment, directly related to work performed by its officer(s) assigned as members of a joint operation/task force with ATF for the purpose of conducting an official investigation.
- E. Invoices submitted to ATF for the payment of expenses must be submitted on the appropriate forms as provided by ATF. The invoice shall be signed by an authorized representative of the Miami Beach Police Department and submitted to ATF field office for signature and verification of the invoice.
- F. The Miami Beach Police Department will submit all requests for reimbursable payments, together with the appropriate documentation to ATF by the 10th day of each subsequent month that the agency is seeking reimbursement.
- (1) If the reimbursement request is not received by the ATF field office by the 10th of the subsequent month, the ATF field office will advise the agency, in writing, that the reimbursement request is late, and if the reimbursement request is not received within the next 10 working days, the overtime costs will not be reimbursed.
 - (2) No waivers or extensions will be granted or honored. The Miami Beach Police Department will submit the request for reimbursement to ATF, ATTN: Ollie Mier, 11410 NW 20 Street, Suite 300, Doral, Florida 33172.
- G. The ATF Supervisor shall be responsible for certifying that the request is for overtime expenses incurred by the Miami Beach Police Department for participation with ATF during the joint operation/task force. The responsible State or local official shall also certify that requests for reimbursement of expenses have not been made to other Federal law enforcement agencies.

- H. The Miami Beach Police Department acknowledges that they remain fully responsible for their obligations as the employer of the officer(s) assigned to the joint operation/task force and are responsible for the payment of the overtime earnings, withholdings, insurance coverage, and all other requirements by law, regulations, ordinance or contract regardless of the reimbursable overtime charges incurred.

- I. All reimbursable hours of overtime work covered under this MOA must be approved in advance by the ATF supervisor.
- J. The ATF supervisor will forward all approved reimbursement requests to the Special Agent in Charge, Asset Forfeiture and Seized Property Branch, for payment.
- K. **This document does not obligate funds.** Funding authority, with maximum reimbursement costs to any one law enforcement officer during the fiscal year (October 1 – September 30), will be provided through other documents.

VI. PROGRAM AUDIT

This MOA and its procedures are subject to audit by ATF, the Department of Justice, Office of Inspector General, the Government Accountability Office, and other auditors authorized by the Federal government. The Miami Beach Police Department agrees to permit such audits and agrees to maintain all records relating to these transactions for a period of not less than three years; and in the event of an on-going audit, until such time as the audit is completed.

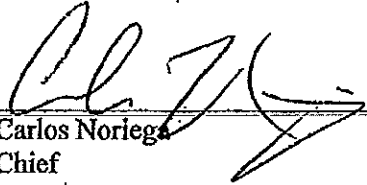
These audits include reviews of any and all records, documents, reports, accounts, invoices, receipts, or expenditures relating to this agreement; as well as, the interview of any and all personnel involved in these transactions.

VII. REVISIONS

The terms of this MOA may be amended upon written approval by the original parties, or their designated representatives. Any amendment to this MOA becomes effective upon the date of approval as stated in the amendment. Either party can cancel this MOA upon 60-calendar days written notice to the other party. The ATF will only process request for overtime for overtime incurred before the date of cancellation, absent a specific written agreement to the contrary.

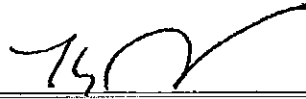
VIII. NO PRIVATE RIGHT CREATED

This is an internal government agreement between ATF and the Miami Beach Police Department and is not intended to confer any right or benefit to any private person or party.



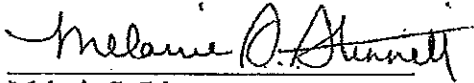
Carlos Noriega
Chief
Miami Beach Police Department

Date: 5/15/09



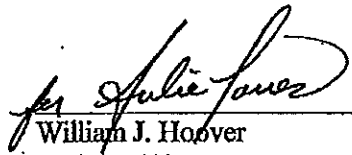
Hugo Barrera
Special Agent in Charge
Miami Field Division
ATF

Date: 5/2/09



Melanie S. Stinnett
Assistant Director
Management/CFO
ATF

Date: 04/20/2009



William J. Hoover
Assistant Director
Field Operations
ATF

Date: 4/29/09



Town of Surfside Commission Communication

Agenda Item # 5B

Agenda Date: April 13th 2010

Subject: Re-Sod Field at the 96th Street Park

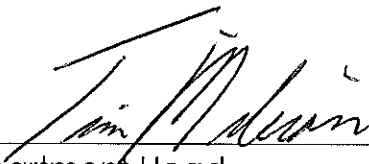
Background: The field at 96th street Park was approved last year for a complete re-sod to include, weed kill, sand for leveling ,removal of existing sod, and roll new sod once per week for the first four weeks and 34,000 sq ft of Floratam Sod. It was also stated at this time that it would be an annual budgeted item to replace the sod in April of each year if needed. The bid was awarded to Country Bill's Lawn Maintenance as a piggy back off the bid awarded to County Bill's by the City of North Miami.

Analysis: The sod at 96th street Park is now due to be replaced. The cost for this year's project will be reduced by (\$1,433). The reduction in price was negotiated by the Parks and Recreation Department. At this time Youth Soccer is over for the season and this gives the Parks and Recreation Department a time frame to complete the project before the start of summer.

Budget Impact: \$17,430 Budgeted Item for FY 09/10

Staff Impact: N/A

Recommendation: It is recommended that the Town Commission approve Staff's recommendation to re-sod 96th street Park as approved in this year's budget.



Department Head



Town Manager

RESOLUTION NO. ____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, WAIVING THE BID PROCESS PURSUANT TO SECTION 3-13(3) OF THE TOWN OF SURFSIDE CODE OF ORDINANCES, APPROVING REPLACEMENT OF SOD AND OTHER INCIDENTAL REPAIR WORK AT 96TH STREET PARK TO BE PROVIDED BY COUNTRY BILL'S LAWN MAINTENANCE; PIGGYBACKING ON CITY OF NORTH MIAMI BID #12-06-07, AUTHORIZING EXECUTION OF PURCHASE ORDERS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Town Commission wishes to make necessary repairs at 96th street Park; and

WHEREAS, after conducting a good faith review of available sources, the Town Manager has recommended that, pursuant to Section 3-13(3) of the Town Code; and because the Town can piggyback this bid on the City of North Miami vendor list, it is in the Town's best interest to waive the competitive bidding procedures; and

WHEREAS, Country Bill's Lawn Maintenance, Inc. was selected by the City of North Miami to provide the same or similar products and services to the City of North Miami for Ben Franklin Park.

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

Section 1. Recital Adopted. The above-stated recitals are hereby adopted and confirmed.

Section 2. Purchase Order Approved. The Purchase Order, is substantially the form as attached hereto as (Attachment "A"), is hereby approved, and the Town Manager is hereby authorized to execute the Purchase on behalf of the Town.

Section 3. Implementation. The Town Manager is hereby authorized to take any action which is necessary to implement the purpose of this Resolution.

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

PASSED and **ADOPTED** on this ____ day of _____ 2010.

Motion by Commissioner _____, second by Commissioner _____.

FINAL VOTE ON ADOPTION

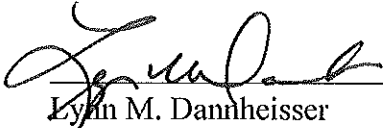
Commissioner Michael Karukin	_____
Commissioner Edward Kopelman	_____
Commissioner Marta Olchyk	_____
Vice Mayor Joseph Graubart	_____
Mayor Daniel Dietch	_____

Daniel Dietch, Mayor

ATTEST:

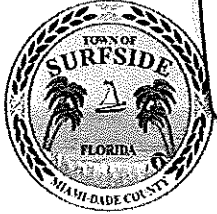
Debra E. Eastman, MMC
Town Clerk

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



Lynn M. Dannheisser
Town Attorney

ATTACHMENT A



PURCHASE ORDER
TOWN OF SURFSIDE
 9293 HARDING AVENUE • SURFSIDE, FL 33154
 TELEPHONE: 305.861.4863
 FAX: 305.861.1302

No 10023

This Number Must Be
 Shown on Delivery Ticket,
 Invoice and Statement.

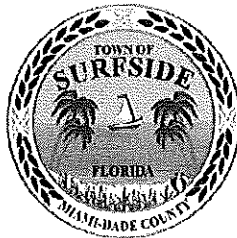
Country Bill's Lawn Maintenance
 13363 NE 16th Avenue
 North Miami, Fl. 33161

Date 3/25/2010

SHIP VIA	F.O.B.	TERMS:		
QUANTITY	DESCRIPTION AND SPECIFICATIONS	UNIT PRICE	TOTAL	
100	Re-Sodding 96th Street Park	\$35.00	\$	3,500.00
34,400	Yards of lawn sand (price includes all grading)	\$.45	\$	13,680.00
	Square Feet of #1 Floratam sod	\$250.00	\$	250.00
	Sod cutter rental	\$.00	\$.00
	roll sod 1x per week for 4 weeks (no charge)			
	Total Due			\$17,430.00
	Invoice #10248 dated 3/16/2010			
	Vendor #2177			
	DEPT. <u>Parks and Recreation</u> Department			
	ACCT. # <u>001-6000-572-46-04</u>			
	I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT.			
	<i>Tim M. Shan</i> DEPARTMENT HEAD			

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department,
 Town Hall, immediately upon delivery of goods (Statement monthly).

Town Manager



TOWN OF SURFSIDE
Office of the Town Attorney

MUNICIPAL BUILDING
 9293 HARDING AVENUE
 SURFSIDE, FLORIDA 33154-3009

Lynn M. Dannheisser
 Town Attorney

Telephone: 305 861-4863

MEMORANDUM

TO: Town Commission

FROM: Lynn M. Dannheisser, Town Attorney *[Signature]*

cc: Gary Word, Town Manager

DATE: April 13, 2010

SUBJECT: Adoption of Committee Rules

At the request of both the Mayor and Commissioner Kopelman, I am attaching to this communication a resolution proposing the adoption of new committee rules for your review and approval. This document is a suggested set of rules any one of which may be modified as you wish. I have highlighted a few provisions below.

At the end of every Commission term, existing committees will be evaluated by the Commission and either ratified or abolished. Of special note is Section 5 which, among other things, provides that following any election, committees shall remain constituted and functional until their abolition or ratification together with the designation of new appointments for the Committee.

Also, contrary to prior custom, the appointment of any Committee member by any Commissioner shall be ratified by a majority of the Commission. All Committees shall have a mission statement that will be adopted by the Town Commission and any Commissioner suggesting the formation of a new Committee (whether ad hoc or continuing) shall also propose the mission statement of the Committee.

RECOMMENDATION: It is recommended by Staff that you adopt this resolution.

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND ADOPTING UPDATED RULES AND PROCEDURES FOR COMMITTEES CREATED BY THE TOWN COMMISSION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town has historically had a Committee system whereby certain Committees- either ad hoc or standing- have from time to time considered issues of concern and provided recommendations and advice to the Commission in their respective areas of interest; and

WHEREAS, the Town Commission finds that it is appropriate to set forth amended uniform rules and procedures for all Committees created by Town Commission whether such Committees currently exist or are created in the future by the Commission.

NOW, THEREFORE, THE COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA HEREBY RESOLVES AS FOLLOWS:

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

Section 2. Approval and Adoption of Committee Rules and Procedures. The Town Commission hereby approves and adopts the Committee Rules and Procedures attached as Exhibit "A" to this Resolution. The Committee Rules and Procedures shall apply to all Committees created by the Town Commission whether such Committees currently exist or are created in the future by the Town Commission. The Committee Rules and Procedures shall not apply to the Town's Personnel Appeals Board, Pension Board, Planning and Zoning Board,

Tourist Bureau or any Committee established by the Town Manager. Questions regarding the applicability of these Committee Rules to any Committee or board shall be decided by the Town Attorney.

Section 3. **Effective Date.** This Resolution shall take effect immediately upon adoption.


PASSED AND ADOPTED this 13th day of April, 2010.

Daniel Dietch, Mayor

Attest:

Debra Eastman, Town Clerk

Approved as to form and legal
sufficiency:



Lynn M. Dannheisser, Town Attorney

Town of Surfside

Committee Rules and Procedures

These Committee Rules and Procedures shall apply to all Committees created by the Town Commission whether such Committees currently exist or are created in the future by the Town Commission. The Committee Rules and Procedures are intended to supplement matters not covered in any resolution creating a Town Committee but to the extent of a conflict, these rules shall hereafter apply. The Town's Personnel Appeals Board, Pension Board, Planning and Zoning Board, Tourist Bureau and any Committee established by the Town Manager (as opposed to the Commission) are specifically excluded. The Town Attorney shall decide any questions regarding the applicability of these Committee Rules and Procedures.

Section 1. Establishment of Committees.

Committees shall have been and shall be created by resolution of the Town Commission. All Committees shall be identified as either "Continuing" or "Ad-hoc" when they are established. Ad-hoc Committees may request to become Continuing Committees. All such requests shall be accompanied by a new proposed mission statement justifying the change.

Section 2. Term of Committees.

- (1) Continuing Committees. Continuing Committees shall exist until abolished by the Commission.
- (2) Ad-hoc Committees. The expiration date for each Ad-hoc Committee shall be designated at the time of formation. Alternatively, Ad-hoc Committees shall expire when the Ad-hoc Committee reports to the Commission that its designated goal or goals have been accomplished. All Committees shall have a mission statement developed by the Town Commission.

Section 3. Commission Liaison.

The Mayor shall designate one Commissioner as the liaison between each Committee and the Commission.

Section 4. Mission Statement.

- (1) All existing Committees shall express a statement of their purpose and goals. This expression of purpose shall be consistent with the intent of the resolution creating or re-authorizing the Committee and mission statement and shall be approved by the Town Commission.

- (2) When a particular Commissioner suggests the formation of a new Committee, that Commissioner shall also propose a mission statement for the new Committee.
- (3) It is understood that the powers and duties of each Committee are of an advisory nature to the Town Commission and/or Town Manager. It is also understood that no Committee shall have jurisdiction over, or related, to any matter concerning Town employees or Town operated facilities.
- (4) The Committee should seek the permission of the Manager if staff is necessary for any given task or any facility is needed for any given meeting or task and it will be in the discretion of the Manager to approve or deny that request.

Section 5. Committee Evaluations

- (1) At the conclusion of each particular Committee's term as defined in Section 15 (e) below, the Town Commission will review that Committee's performance and evaluate the need to retain the Committee.
- (2) If under this provision, the Town Commission elects not to retain the Committee, then the Committee shall automatically be abolished.
- (3) If the Town Commission elects to retain the Committee, then the Committee shall be re-authorized by subsequent resolution of the Town Commission. The resolution shall provide that the Committee shall have a sunset review every two (2) years, provided that, until that re-authorization (or sunset), until they have been replaced by the Town Commission the Committee shall remain active and in effect and the members of the Committee shall remain seated on that Committee.
- (4) Nothing contained in these Committee Rules and Procedures shall prohibit the Town Commission from abolishing a Committee at any time.

Section 6. Public Meetings.

All meetings and business of any Committee shall comply with the requirements of Chapter 119 and Chapter 286, Florida Statutes including that all Committee meetings shall be open to the public at all times, noticed, and minutes of the meetings shall be taken and retained in the Office of the Town Clerk. Minutes shall be submitted no later than thirty (30) days after a meeting. All meetings shall be conducted in accordance with Mason's Rules of Procedure.

Section 7. Regular Meetings.

Committees shall hold at least one regular meeting each quarter at a location within the Town selected by the Committee Chairperson. If a Committee fails to hold a meeting for two

consecutive quarters, it shall be considered automatically abolished unless its existence is re-affirmed by the Town Commission.

Section 8. Special Meetings.

Special meetings may be called by either the Committee Chairperson, a majority of the Committee Members, or the Town Commission. Reasonable notice of a special meeting shall be sent to each Committee Member. Special meetings shall be publicly noticed as required by Section 6 hereinabove.

Section 9. SubCommittees.

SubCommittees may be created by the Committee Chairperson. These Committee Rules and Procedures shall apply to any subCommittees.

Section 10. Agenda.

The Committee Chairperson shall prepare the agenda for the Committee meeting. In the Chairperson's absence, the Vice Chairperson shall prepare the agenda. Any Committee Member may propose additional agenda items at any time. Items proposed after the agenda is distributed may only be heard under "New Business" and upon an affirmative vote of the majority of the Committee. Each agenda shall also include a section for public comment.

Section 11. Public Appearances and Requests.

Any person may appear before any Committee during the public comment portion of the meeting. Requests to appear shall be made to the Committee Chairperson at any time prior to the public comment portion of the meeting. Members of the Town Commission are permitted to attend Committee meetings but shall not vote or participate in discussion, other than during public comment.

Section 12. Quorum.

A quorum shall be fifty percent (50%) plus one of the Committee Members. Provided there is a quorum, a majority of those present and voting shall be required to adopt any motion or take any action.

Section 13. Voting.

Each Committee Member shall be entitled to one (1) vote. The Committee shall act as a body in making its decisions. No Committee Member present at a meeting may abstain from voting unless the Committee Member possesses a conflict of interest, as provided in either the Florida Statutes or the Miami-Dade County Code of Ethics. A member must be present at the meeting to vote. Proxy votes shall not be permitted.

Section 14. Attendance.

In the event that a Committee Member fails to attend three (3) regularly scheduled meetings in any one calendar year, the Committee Member will automatically be removed from the Committee and the Town Commission will be notified of the vacancy in the manner described in Section 11(f) below.

Section 15. Appointments, Vacancies, and Resignations.

Each person appointed to a Committee shall be appointed by the Town Commission in the following manner:

- (a) The Mayor and each Commissioner shall appoint one (1) member to each Committee which appointment shall be ratified by a majority vote of the Town Commission.
- (b) The Mayor and each Commissioner may appoint any individual to one Continuing Committee and one Ad-hoc Committee. Individuals may serve on multiple Committees if appointed by multiple Commissioners in the manner stated above.
- (c) If a Committee Member is appointed to both an Ad-hoc and a Continuing Committee by the same member of the Commission, then, in the event the Ad-hoc Committee becomes designated a Continuing Committee, that Committee Member shall resign from one of the two Committees.
- (d) Should any appointee resign during the term of the Committee, the appointing Commissioner may select another appointee in accordance with the procedure outlined in subsection (e) below.
- (e) Members of Committees shall be appointed to serve for two (2) year terms, or until the end of the appointing Commissioner's term, whichever is less. If a Committee is created within 18 months of the end of a Commissioner's term, the appointee may serve until the end of the term. A Committee Member can be reappointed at the end of their term. All appointments are at the will of the appointing Commissioner and can be removed at any time. Once a Committee Member is removed, his or her replacement should serve out the term of the appointee replaced.
- (f) At least one month in advance of any vacancy on any Committee or as soon as practicable after the vacancy occurs, the Town Clerk shall notify the Town Commission, in writing, of the vacancy. The Town Commission shall establish a deadline for the submission of letters of interest to serve on the Committee at a Commission meeting.

- (i) Any person who wishes to serve on a Committee and who meets the qualifications of office as set forth in the resolution creating or re-authorizing the Committee, shall submit his or her name together with a letter of interest to the Town Clerk by the deadline established by the Town Commission. Thereafter, the Town Clerk shall provide the Town Commission with the names and letters of interest.
- (ii) Nominations and appointments to fill the vacancy shall be made at a Town Commission meeting. Appointments to fill a mid-term vacancy shall only be made for the remainder of the term of the Committee Member being replaced.

Section 16. Residency Requirement.

Committee Members shall reside in the Town. Non-resident property owners may be appointed to Committees as determined by the Town Commission. Any member who ceases to reside within the Town limits during his or her term shall be deemed to have resigned as of the date of change of address.

Section 17. Compensation.

All Committee Members shall serve without compensation and shall not otherwise obtain direct or indirect financial gain from their service on a Committee.

Section 18. Applicability and Explanation of Laws.

All Committee Members shall be subject to the State of Florida, Miami-Dade County and Town of Surfside Code of Ethics. Upon appointment, the Town Clerk shall provide each Committee Member with a copy of both the State of Florida and Miami-Dade County ethics and conflict of interest laws. Committee Members will also receive a copy and explanation of the State of Florida's sunshine law and public records law.

Section 19. Financial Disclosure Requirement/Standards of Conduct.

If required by law, Committee Members shall file appropriate financial disclosure forms. All Committee members shall be subject to the Standards of Conduct for Public Officers and Employees set by federal, state, county or other applicable ethics or conflicts of interest laws.

Section 20. Records.

Minutes of all Committee meetings shall be kept by the Secretary and shall be available for public inspection. The minutes shall be forwarded to each Committee Member for review and shall be approved by the Committee at a meeting. Once approved, the meeting minutes shall be forwarded to the Town Clerk for filing.

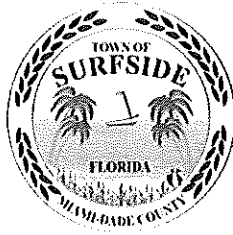
During meetings, a standard sign-in register must be completed by the Committee Members and

maintained by the Secretary. Attendance and absences must be recorded and submitted to the Town Clerk along with the minutes, even if there is not a quorum.

Each Committee Secretary shall be responsible for providing a current membership roster of all Committee Members to the Town Clerk.

Section 21. Committee Reports.

- (1) Annual Reports. At the end of each calendar year, each Committee shall prepare an Annual Report summarizing the activities and accomplishments of each Committee and including recommendations for the following year. Reports may be given prior to the annual report if requested by either the Committee or the Commission.
- (2) Concluding Reports. Each Ad-hoc Committee should deliver a report at the conclusion of its term, unless the Committee transitions into a Continuing Committee.



Town of Surfside Commission Communication

Agenda Item # 5D

Agenda Date: April 13, 2010

Subject: SURFSIDE COMMUNITY SHUTTLE SERVICE CONTRACT (LIMOUSINES OF SOUTH FLORIDA INC.)

Background:

In February 2006, the Town entered into a two-year agreement with Limousines of South Florida Inc. for the provision of shuttle bus services. The service is provided Monday through Friday from 8:00am to 4:30pm and Saturday from 8am to 130pm. After the closedown of the Community Center in 2008, the service was adjusted to include the Miami Shores Aquatic Center. In January 2010, the route was further modified to include a stop at Miami Beach's North Shore Library Branch on 75th Street and Collins Avenue. This was done to provide the library services that were no longer available in Surfside after the 2010 fiscal year budget reductions.

The agreement provided for the option to renew after the second year. As of January 2008, the contract has been perpetuated on a month-to-month basis. During this two-year period, the fee charged per hour has not been adjusted. The contractor's highly satisfactory performance has resulted in the Administration's desire to renew the agreement; however the contractor requests that the fee be adjusted upwards from \$30.25 per hour to \$32.25 per hour.

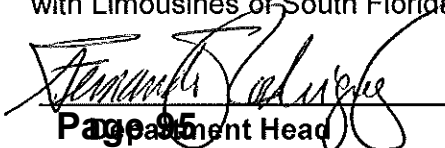
Analysis:

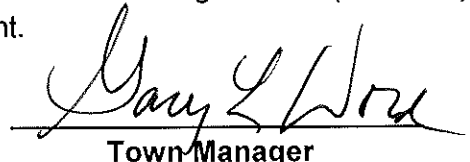
The proposed approach to renew the agreement is similar to what was done in 2006, which is to "piggyback" on the existing Bal Harbour Village contract. The Bal Harbour agreement was competitively bid and is identical to what the Town requires in order to continue to provide a high quality shuttle service to its residents and visitors. The increase in the annual cost resulting from the \$2 per hour increase is expected to be roughly \$5,668 (2,834 hours X \$2 per hour). Note that variations in the schedule over the course of a year makes it difficult to project the annual cost precisely.

Budget Impact: Funds to cover the total projected annual cost of \$80,500 for this service come from the Citizens Independent Transportation Trust surtax.

Staff Impact: None.

Recommendation: It is recommended that the Surfside Town Commission approve the attached resolution authorizing the Town of Surfside to enter into the attached service agreement (Exhibit A) with Limousines of South Florida, Inc. per the included Amendment.


Town Manager


Commission Head

**FIRST AMENDMENT TO
THE TOWN OF SURFSIDE AGREEMENT
FOR MUNICIPAL BUS SERVICES**

THIS FIRST AMENDMENT (this "First Amendment") is made and entered into this ___ day of _____, 2010, by and between the Town of Surfside, a municipal corporation of the State of Florida, hereinafter referred to as the "Town" and Limousines of South Florida, Inc. a Florida corporation, hereinafter referred to as "Contractor".

WITNESSETH

WHEREAS, this First Amendment shall serve to amend that certain Surfside Agreement for Municipal Bus Service attached as Exhibit "A", dated February 2, 2006, by and between the Town and the Contractor, whereby the Town had entered into an agreement with the Contractor and waived competitive bidding utilizing the existing contract terms and prices entered into by the Village of Bal Harbour and whereby the Village of Bal Harbour has entered into an Amendment to their Agreement and attached as Exhibit "B".

IN CONSIDERATION OF THE MUTURAL COVENANTS SET FORTH IN THIS FIRST AMENDMENT, THE AGREEMENT, IS HEREBY AMENDED, AS FOLLOWS:

1. **Extension of Term.** Section Seven, Term and Time of Performance, is hereby deleted in its entirety and replaced with the following:

"Section Seven. Term and Time of Performance

The term of this Agreement shall begin on February 1, 2006 and shall remain in effect until January 31, 2011, unless sooner terminated as provided in Section Eight. The Town may, but is not obligated to extend or renew, this Agreement after its expiration."

2. **Amendment of Payment.** The first sentence of Section Twelve, Payment is hereby amended and replaced with the following:

"In return for satisfactory performance of Bus Services provided by the Contractor as specified in this Agreement, the Town agrees to pay contractor the following rates per hour of bus operations:

\$30.25 per hour and beginning February 1, 2010 \$32.25 per hour."

3. **Termination.** Town shall have the right at any time, on not less than thirty (30) days prior written notice to the Contractor, to terminate this Agreement without cause and/or for Town's convenience. All monies due and owing shall be paid up to and upon termination.

4. **Effect Upon Agreement.** Except as specifically provided herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this First Amendment to Agreement upon its terms and conditions above stated on the day and year first above written.

TOWN OF SURFSIDE

BY: _____
Debra E. Eastman, Town Clerk

BY: _____
Gary L. Word
Town Manager

APPROVED AS TO LEGAL SUFFICIENCY:

BY: _____
Lynn M. Dannbeissier, Town Attorney

LIMOUSINES OF SOUTH FLORIDA, INC. :

ATTEST:

Print Name: _____

By: _____
Mark Levitt, President

Title: _____

RESOLUTION NO. 10 - ____

A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE AMENDMENT TO THE AGREEMENT BETWEEN THE TOWN OF SURFSIDE, FLORIDA AND LIMOUSINES OF SOUTH FLORIDA, INC.; AUTHORIZING THE TOWN OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AMENDMENT TO THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Surfside, Florida would like “piggy-back” on the bid of the Village of Bal Harbor, Florida by entering into an amended Agreement with Limousines of South Florida, Inc.;

WHEREAS, the Town Commission believes that it is in the best interest of the Town to enter into the agreement attached as Exhibit “A”;

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

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

Section 2. **Authorization.** The Town Commission hereby authorizes the execution of the amendment to the Agreement with Limousines of South Florida, Inc. and the Town of Surfside attached hereto as Exhibit “A” and authorizes the Town Manager to do all things necessary to effectuate this Agreement.

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

PASSED and ADOPTED on this ____ day of April, 2010.

Motion by Commissioner _____, second by Commissioner _____.

FINAL VOTE ON ADOPTION

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

Daniel Dietch, Mayor

Attest:

Debra E. Eastman, MMC
Town Clerk

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



Lynn M. Dannheisser, Town Attorney

EXHIBIT "A"

AGREEMENT BETWEEN THE TOWN OF SURFSIDE
AND LIMOUSINES OF SOUTH FLORIDA, INC.
FOR MUNICIPAL BUS SERVICES

This Agreement is entered into on ~~January~~ ^{Feb. 2} _____, 2006, between the TOWN OF SURFSIDE, a municipal corporation of the State of Florida, hereafter referred to as the "Town" and LIMOUSINES OF SOUTH FLORIDA, INC., a Florida Corporation, hereafter referred to as the "Contractor."

WHEREAS, Bal Harbour Village executed an agreement with Contractor on June 15, 2004, to provide mini-bus services in Bal Harbour Village; and

WHEREAS, on January 10, 2006, the Town Commission waived competitive bidding and thereafter authorized this contract for mini-bus services in the Town utilizing the existing contract terms and prices entered into by Bal Harbour Village and Contractor; and

WHEREAS, this Agreement contains the terms and conditions under which the Contractor shall furnish all services necessary for mini-bus public transportation services desired by the Town; and

WHEREAS, Contractor desires to perform such services subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are acknowledged, the parties agree as follows:

SECTION ONE. RECITALS

1.1 The foregoing recitals are true and correct and incorporated herein by reference.

SECTION TWO. SCOPE OF AGREEMENT

2.1 Contractor agrees to provide mini-bus service to Town Residents (with no charge or fare) in accordance with the terms of this Agreement ("Bus Services").

2.2 The Town shall provide a 25' mini-bus ("Town Bus") to the Contractor for use solely for the provision of Bus Services. The Town Bus is owned by the Town, and the Contractor shall NOT utilize the Town Bus for any other use except as authorized by this Agreement.

2.3 Contractor shall provide Bus Services within the Town according to the schedule determined by the Town. The Town shall be responsible for designation of the route and transit stops and Contractor shall only use such stops for the authorized route(s). The established service shall include locations within the Town, Bal Harbour Village, Bay Harbor Islands, the City of North Miami, Miami Beach, and the City of Aventura. The transit stops to be established by the Town shall include, but shall not be limited to, existing public transit bus stops, the Town Hall, multi-family buildings, shopping centers, malls, and office buildings. Contractor shall provide Bus Services a minimum of five (5) days per week and a maximum of seven (7) days per week. Contractor shall provide Bus Services at a minimum of four (4) hours per day and a maximum of eight (8) hours per day. No Bus Services shall be provided on New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, or Christmas Day.

2.4 The Contractor shall make available to the Town, upon seventy-two (72) hours advance notice by the Town, the Town Bus or an alternate back-up bus of equivalent quality and size for any Town special event at the same hourly rate specified in Section 12 for the applicable year of service.

2.5 The Town shall provide to the Contractor all diesel fuel necessary for the provision of Bus Services. Diesel fuel shall be provided from the Town fuel facility located at Town Hall. The Contractor shall not use fuel provided by the Town for any purpose other than the provision of Bus Services.

SECTION THREE. PERSONNEL REQUIREMENTS

3.1 Vehicle chauffeurs ("Drivers") employed by Contractor for the purpose of providing Bus Services shall be properly licensed operators. The Drivers shall possess the qualifications as required by the State of Florida and Miami-Dade County, Florida (the "County") including a current commercial driver's license with a passenger endorsement. All Drivers shall be employees of Contractor.

3.2 Drivers must be considerate and courteous to all patrons. Contractor agrees to replace any Driver who is inconsiderate or discourteous as determined by the Town Manager. If needed, all Drivers must provide assistance to elderly and/or disabled residents with loading and unloading of packages on and off the bus. Drivers must be well groomed and in uniform attire consistent with that used by transportation providers.

3.3 Drivers shall display the proper route sign when in operation and the "out of service" sign when out of operation.

3.4 Contractor shall provide communication between the Town Bus, Contractor's headquarters, and the Town. The Town must, at all times, be able to make contact with the Town Bus Driver.

SECTION FOUR. MAINTENANCE AND STORAGE OF TOWN BUS

4.1 Contractor shall properly store the Town Bus when not in use, and shall provide interior and exterior cleaning for the Town Bus so that the Town Bus is clean at all times.

4.2 Contractor shall be responsible for performing all routine scheduled maintenance of the Town Bus including oil changes, tire rotation and replacement, and all other work considered routine scheduled maintenance by the manufacturer, Ford Motor Company. Ford Motor Company's scheduled maintenance manual for the Ford Diesel engine bus shall be used to define the phrase "scheduled maintenance."

4.3 Contractor shall perform all other necessary repairs, which shall be billed separately to the Town at rates competitive in the industry. No charge shall be made to the Town for work covered under the manufacturer's warranty. During periods of maintenance and repair, the Contractor shall provide, at Contractor's sole cost and expense, an alternate bus of at least equal quality and size for the provision of Bus Services.

SECTION FIVE. LICENSING AND REPORTING

5.1 Contractor shall obtain all applicable local, County, state, and federal licenses necessary for the provision of mini-bus service in Miami-Dade County, Florida, and Contractor shall have a Special Services license from the County Passenger Transportation Regulatory Division. Contractor shall also assist Town in obtaining any further County, State or federal authorizations.

5.2 Contractor shall record on a daily basis and report weekly to the Town all disruptions in service, late service, vehicle breakdowns, accidents, vehicles out of service/commission and any other incident affecting service.

5.3 Contractor shall implement a dispute resolution process for the rapid resolution of passenger complaints regarding the provision of Bus Services. Contractor shall document passenger complaints and describe any actions taken to resolve such complaints and verbally report to the Town the complaints and actions taken within twenty-four (24) hours of the complaint and in writing within four (4) calendar days.

5.4 Contractor shall maintain certain records of information and data requested by the Town and all records required pursuant to federal, state, County, and local law.

SECTION SIX. PRE-SERVICE REQUIREMENTS

The following items shall be delivered to the Town by Contractor at least two (2) days prior to the start of the service and are subject to approval by the Town:

An operations manual for the Bus Services which documents all operational procedures and policies, including but not limited to the following:

- (a) Vehicle operating procedures;
- (b) Communications operating procedures;
- (c) Drivers conduct rules and regulations;
- (d) Safety procedures;
- (e) Accident procedures;
- (f) Administration and reporting procedures;
- (g) Other operating procedures and policies as required for proper operation of Bus Services;
- (h) Dispute resolution procedures;
- (i) Maintenance procedures;
- (j) Training procedures for Drivers.

SECTION SEVEN. TERM AND TIME OF PERFORMANCE

The term of this Agreement shall begin on February 1, 2006 and shall remain in effect until January 31, 2008, unless sooner terminated as provided in Section Eight. The Town may, but is under no obligation to extend or renew, this Agreement after its expiration.

SECTION EIGHT. TERMINATION

8.1 This Agreement may be terminated by the Town upon thirty (30) days advance written notice to Contractor.

8.2 This Agreement may be terminated by Contractor upon sixty (60) days advance written notice to the Town.

8.3 Either party may immediately terminate this Agreement upon the failure of the other party to cure a breach following fifteen (15) days prior written notice of the breach and a demand that it be cured.

8.4 Upon termination of this Agreement, Contractor shall return the Town Bus to the Town in the condition in which it was received at the commencement of this Agreement, normal wear and tear excepted. Any costs necessary to restore or prepare the Town Bus for return to Town shall be the sole responsibility of the Contractor. The Town shall have the right to inspect and to approve the condition of the Town Bus prior to acceptance and should the Town determine that the Town Bus is not in the proper condition, Contractor shall at its sole cost and expense remedy any and all deficiencies identified by the Town.

8.5 In the event this Agreement is terminated, any compensation payable by the Town shall be withheld until the Town Bus is returned pursuant to Section 8.4 of this Agreement.

SECTION NINE. NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is

intended at the place last specified. Notice shall be deemed given on the day on which personally served, or if by mail, on the date of actual receipt. The place for giving notice shall remain the same as set forth in this Agreement until changed in writing in the manner provided in this section. For the present, the parties designate the following:

For the Town: W.D. Higginbotham, Jr.
Town Manager
9293 Harding Avenue
Surfside, FL 33154

With a Copy to: Stephen H. Cypen, Esq.
Town Attorney
Post Office Box 402099
Miami Beach, FL 33140-0099

For Contractor: Mr. Mark Levitt, President
Limousines of South Florida, Inc.
2595 NW 38th Street
Miami, FL 33142

SECTION TEN. INDEMNIFICATION

10.1 Contractor agrees to indemnify, reimburse, defend and hold harmless the Town and, at Town's option, defend or pay for an attorney selected by the Town to defend the Town and Town's officers, agents and employees for, from and against all claims, actions or causes of actions, losses, damages, liabilities, costs and expenses, including reasonable costs, attorneys' and paralegals' fees (at both the trial and appellate levels), imposed on or incurred by the Town in connection with any and all loss of life, bodily injury, personal injury and damage to property which arises or relates, directly or indirectly, to the Contractor's use of any vehicle provided for in this Agreement and the Contractor's performance of the services set forth in this Agreement. To the extent considered necessary by the Town, any sums due Contractor under this Agreement may be retained by Town

until all of Town's claims for indemnification, pursuant to this Agreement, have been settled or otherwise resolved and any amount withheld shall not be subject to payment of interest by Town.

10.2 Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by Town. Nothing in this Agreement shall be construed as consent by the Town to be sued by third parties in any matter arising out of this Agreement or any other contract.

SECTION ELEVEN. INSURANCE

11.1 Contractor shall at all times during the term of this Agreement keep and maintain in full force and effect comprehensive general liability insurance, automotive liability insurance, and workers' compensation insurance, with minimum policy limits for each coverage in the amount of at least one million dollars (\$1,000,000.00) per occurrence (with a maximum deductible of \$10,000.00), combined single limit for property damage and bodily injury, including death, except that the dollar amount of workers' compensation coverage shall be as provided by Chapter 440, Fla. Stat.

11.2 The Town shall be named as an additional insured on all of the above insurance policies to the extent permitted by law.

11.3 Each insurance policy shall state that it is not subject to cancellation or reduction in coverage without written notice to the Town thirty (30) days prior to the effective date of cancellation or reduction of coverage and shall provide for waivers of subrogation in favor of the Town.

11.4 Each insurance company utilized by the Contractor shall have a rating of no less than (A-) pursuant to Best's Insurance Guide. The forms and types of coverage shall be subject to the approval of the Town's risk management advisor.

SECTION TWELVE. PAYMENT

12.1 In return for satisfactory performance of Bus Services provided by Contractor as specified in this Agreement, the Town agrees to pay Contractor the following rates per hour of bus operation.

Year One	\$30.25 per hour
Year Two	\$30.25 per hour

12.2 The Town shall not be responsible for payment of any other monies to Contractor under this Agreement other than approved necessary repairs in accordance with Section 4.3 of the Agreement and any tolls and licensing fees directly associated with the provision of Bus Services. Such tolls and licensing fees are to be reimbursed to the Contractor at cost by the Town upon submission of receipts. No additional monies shall be paid by the Town for routine scheduled maintenance or storage of the Town Bus. Compensation for Bus Services shall be payable in arrears, each month, pursuant to the monthly invoice of Contractor, approved by the Town Manager which shall indicate the number of hours of Bus Service provided in the prior month. Invoices shall be processed by Town pursuant to the Florida Prompt Payment Act.

ARTICLE THIRTEEN. MISCELLANEOUS

13.1 Assignment and Performance: Neither this Agreement nor any interest in it shall be assigned, transferred or encumbered by either party.

The Contractor represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education or a combination of the foregoing, to adequately and competently perform the duties, obligations and services set forth in this Agreement and to provide and perform such services to the Town's satisfaction.

The Contractor shall perform its duties, obligations and services under this Agreement in a skillful and respectable manner. The quality of the Contractor's performance shall be comparable to the best local and national standards.

Contractor shall complete one hundred percent of all scheduled trips on a daily basis, subject to delays which are attributable to vehicular accidents and mechanical failure which do not arise due to Contractor's failure to properly maintain the vehicles.

Contractor shall provide timely alternate transportation to any Town resident(s) left without transportation due to the preventable actions of Contractor.

13.2 Waiver of Breach and Materiality: Failure by the Town to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

The Town and the Contractor agree that each requirement, duty and obligation set forth in this Agreement is substantial and important to the formation of this Agreement and, therefore, is a material term of this Agreement.

13.3 Compliance With Laws: The Town and the Contractor shall comply with all federal, state, County, and local laws, codes, ordinances, rules and regulations in performing their respective duties, responsibilities and obligations related to this Agreement.

Contractor shall at all times during this Agreement comply with all applicable requirements of the United States Department of Transportation and the Federal Transit Administration, which shall include, but not be limited to, regulations for drug and alcohol testing. To the extent that any terms of this Agreement are inconsistent with the United States Department of Transportation regulations, the requirements of the United States Department of Transportation shall control.

Contractor shall comply with all applicable requirements of the Americans with Disabilities Act ("ADA") at all times while providing Bus Services for public transportation. To the extent that any terms of this Agreement are inconsistent with the ADA, the requirements of the ADA shall control.

13.4 Severance: In the event this Agreement or any portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the Town or the Contractor elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

13.5 Applicable Law and Venue: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Miami-Dade County, Florida.

13.6 Amendments: No modification, amendment or alteration of the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by both the Town and the Contractor.

13.7 Prior Agreements: This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained in

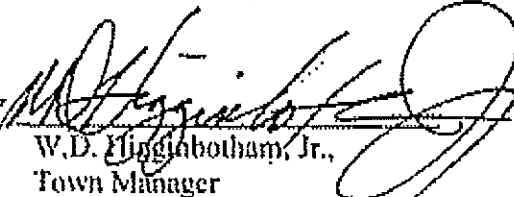
this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

13.8 WAIVER OF JURY TRIAL: THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY LITIGATION BETWEEN THE PARTIES HEREUNDER.

IN WITNESS OF THE FOREGOING, the Town has caused this Agreement to be signed by its Town Manager, attested by the Town Clerk with the corporate seal of the Town of Surfside, and the Contractor has executed this Agreement effective as of the date set forth above in Section Seven.

TOWN OF SURFSIDE

BY: 
Beatris Arguelles, Town Clerk

BY: 
W.D. Hinglbotham, Jr.,
Town Manager

APPROVED AS TO LEGAL SUFFICIENCY:

BY: 
Stephen H. Gypen, Town Attorney

LIMOUSINES OF SOUTH FLORIDA, INC. :

ATTEST:

Print Name: Mark Levitt

Title: President


By: 
Mark Levitt, President

EXHIBIT "B"

FIRST AMENDMENT TO
BAL HARBOUR VILLAGE AGREEMENT
FOR MUNICIPAL BUS SERVICES

THIS FIRST AMENDMENT (this "First Amendment") is made and entered into this ____ day of December, 2009, by and between Bal Harbour Village, Florida, a Florida municipal corporation, hereinafter referred to as "Village" and LIMOUSINES OF SOUTH FLORIDA, INC., a Florida corporation, hereinafter referred to as "Contractor".

WITNESSETH

WHEREAS, this First Amendment shall serve to amend that certain Bal Harbour Village Agreement for Municipal Bus Services attached as Exhibit "A", dated June 15, 2004, by and between the Village and the Contractor.

IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH IN THIS FIRST AMENDMENT, THE AGREEMENT, IS HEREBY AMENDED, AS FOLLOWS:

1. Extension of Term. Section Six, Term and Time of Performance, is hereby deleted in its entirety and replaced with the following¹:

"SECTION SIX. TERM AND TIME OF PERFORMANCE

The term of this Agreement shall begin on July 1, 2004 and shall remain in effect until June 30, ~~2007~~ 2010, unless sooner terminated as provided in Section Seven. The Village may, but is under no obligation to extend or renew, this Agreement after its expiration."

2. Amendment of Payment. The first sentence of Section Eleven, Payment, is hereby amended and replaced with the following:

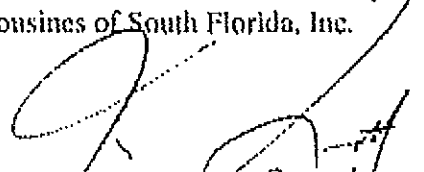
¹ Additions to existing Agreement are indicated by underlining; deletions from existing Agreement are shown by ~~strikethrough~~.

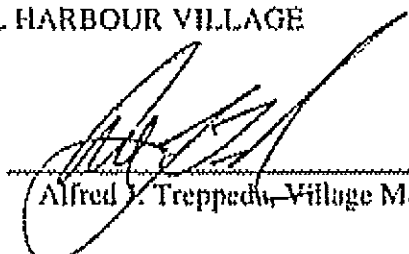
"In return for satisfactory performance of Bus Services provided by Contractor as specified in this Agreement, the Village agrees to pay contractor the following rates per hour of bus operation:


Year One.....\$30.25 per hour
Year Two.....\$30.25 per hour
Year Three.....\$31.25 per hour
\$30.25 per hour and beginning January 1, 2010 \$32.25 per hour"

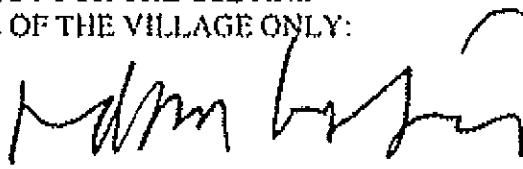
3. Effect Upon Agreement. Except as specifically provided herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this First Amendment to Agreement upon its terms and conditions above stated on the day and year first above written.

Limousines of South Florida, Inc.
By: 
Mark L. H. President

BAL HARBOUR VILLAGE
By: 
Alfred J. Treppeda, Village Manager

ATTEST:

Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE ONLY:

Village Attorney

Debra Eastman

From: Michael Karukin
Sent: Monday, April 05, 2010 3:54 PM
To: Debra Eastman
Cc: Lynn Dannheisser; Gary Word
Subject: Fact Sheet for Agenda Item on Preparing for Charter Review Ballot Questions

Please attach this material for the discussion on Charter Review items

Purpose of this agenda item

1. Set date for special meeting to discuss Charter Review items

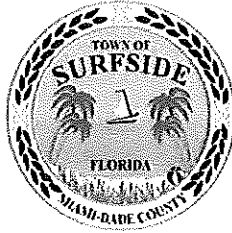
Proposed objectives for special meeting

1. Review and discuss CRB report and Charter document
2. Revise, amend, clarify items of interest
3. Decide which items to place on ballot (pref November)

Background

1. CRB initiated by resolution 2008-1840
2. CRB met 7 times beginning October 6th 2008, ending February 16th 2010.
3. CRB Report transmitted to Commission on March 9 2010

Thank you
mk



Town of Surfside Commission Communication

Agenda Item #: 9C

Agenda Date: April 13, 2010

Subject: Committee Appointments

Objective: The newly elected Mayor and Town Commission may now appoint new members to the Town Committees.

Background: Members of the Town Committees were appointed by the previous Mayor and Town Commission. The newly elected Mayor and Town Commission may now take action to appoint.

Analysis: n/a

Budget Impact: n/a

Growth Impact: n/a

Staff Impact: Town staff will work with the Town Commission to ensure a smooth transition.

Recommendation: It is recommended that the Mayor and Town Commission review the attached list of committee members and take action at the May 11, 2010 Town Commission meeting.

Department Head

Town Manager

Town of Surfside Committees as of 4-13-2010

Planning and Zoning Committee

Member 1 (Burkett) Peter Glynn	Member 1 (Dietch) _____
Member 2 (Weinberg) Jorge Gutierrez	Member 2 (Graubart) _____
Member 3 (Calderon) Aram Brazilian	Member 3 (Karukin) _____
Member 4 (Imberman) Daniel Dietch	Member 4 (Kopelman) _____
Member 5 (Levine) Richard Iacobacci	Member 5 (Olchyk) _____
Liaison: E Calderon	Liaison: _____

Design Review Board (*note same members as P&Z + *2 architect members)

Member 1 (Burkett) Peter Glynn Propmasters@mac.com
Member 2 (Weinberg) Jorge Gutierrez jgutierrez@synalovski.com
Member 3 (Calderon) Aram Brazilian arammara@aol.com
Member 4 (Imberman) Daniel Dietch Daniel.Dietch@ch2m.com
Member 5 (Levine) Richard Iacobacci richardrcw@att.net
Architect Member: Elizabeth Ogden eogden@miamidade.gov * _____
Architect Member: Roberto Gambach, R.A. (11-10-09) arkitects@aol.com * _____

Education Committee

Sunset 12-8-09

Personnel Appeals Board

Member 1 (Burkett) Linda Scarcell DeGrave lucky linda@yahoo.com	Member 1 (Dietch) _____
Member 2 (Weinberg) Brian Dooreck bdooreck@aol.com	Member 2 (Graubart) _____
Member 3 (Calderon) Tiffany Cannava	Member 3 (Karukin) _____
Member 4 (Imberman) Ruben Coto rcoto@aol.com	Member 4 (Kopelman) _____
Member 5 (Levine) Jay Abramowitz jay@pearlbenefitsgroup.com	Member 5 (Olchyk) _____
Liaison: C. Burkett	Liaison: _____

Parks and Recreation Committee

Member 1 (Burkett) Vacant (formerly Carlos Rosa)	Member 1 (Dietch) _____
Member 2 (Weinberg) Christy Rautbord christyrautbord@bellsouth.net	Member 2 (Graubart) _____
Member 3 (Calderon) Andrew Craven acraven@mltrial.com	Member 3 (Karukin) _____
Member 4 (Imberman) Rick Zambrano rzmoney@aol.com	Member 4 (Kopelman) _____
Member 5 (Levine) Rasciel Socarras docraz@yahoo.com	Member 5 (Olchyk) _____
Liaison: H. Weinberg	Liaison: _____

Pension Board

Member 1 (*resident appointed by Commission) Stan Bershad stanbershad@earthlink.com * _____
Member 2 (resident appointed by Commission) Michael Feldman, Chairman
mike@feldmanattorney.com * _____
Town Mngr – Gary Word
Employee Rep – Yamileth Slate-McCloud
Police Rep – Julio Torres

Tourist Bureau

Member 1 (Burkett) Barbara Cohen louandbarbara1@netzero.com Member 1 (Dietch) _____
Member 2 (Weinberg) Eric Bogart ericbogard@aol.com Member 2 (Graubart) _____
Member 3 (Calderon) Elaine Killeen Member 3 (Karukin) _____
Member 4 (Imberman) Barbara McLaughlin Member 4 (Kopelman) _____
Member 5 (Levine) Eli Tourgeman eli.tourgeman@us.hsbc.com Member 5 (Olchyk) _____
Liaison: S Levine Liaison: _____

Beautification Committee

Member 1 (Burkett) Jennifer Brilliant Jennifer_brilliant@yahoo.com Member 1 (Dietch) _____
Member 2 (Weinberg) David Steinfeld David.Steinfeld@cbre.com Member 2 (Graubart) _____
Member 3 (Calderon) Tina Gaber Member 3 (Karukin) _____
Member 4 (Imberman) Randall Rubin rubins2000@aol.com Member 4 (Kopelman) _____
Member 5 (Levine) Adrianne D'Annunzio Member 5 (Olchyk) _____
Liaison: M Imberman Liaison: _____

Police Officers Pension Trust Fund

Member 1 (Resident) Ted Arboleda Member 1 (Resident) _____
Member 2 (Resident) John Gentile Member 2 (Resident) _____
Member 3 (PD Elected) Joe Matthews
Member 4 (PD Elected) Roberto Silvagni
Member 5 (PD Elected) Julio Yero

75th Anniversary Committee

Member 1 (Burkett) Ricardo Mualin Ricardo.mualin@alz.org Member 1 (Dietch) _____
Member 2 (Weinberg) Anthony Blate anthonyblate@aol.com Member 2 (Graubart) _____
Member 3 (Calderon) Randy Rubin rubins2000@aol.com Member 3 (Karukin) _____
Member 4 (Imberman) Dana Kulvin mrbones@the-beach.net Member 4 (Kopelman) _____
Member 5 (Levine) Joseph Graubart Joe.graubart@gmail.com Member 5 (Olchyk) _____
Honorary Member: Seth Bramson smbramson@bellsouth.net Honorary Member: _____
Liaison: S Levine Liaison: _____

Charter Review Board

Member 1 (Burkett) Marta Olchyk olchekom@aol.com
Member 2 (Weinberg) Ken Arnold kayeoz@gmail.com
Member 3 (Calderon) Lou Cohen loubar1008@gmail.com
Member 4 (Imberman) Michael Karukin mkarukin@yahoo.com
Member 5 (Levine) Shoshana Feingold-Studnik, PhD shoshana@semiami.com
Liaison: None

Green Committee - Inactive