



**Town of Surfside  
Town Commission Meeting  
AGENDA**

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

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

**1. Opening**

- A. Call to Order**
- B. Roll Call of Members**
- C. Pledge of Allegiance**
- D. Mayor and Commission Remarks – Mayor Daniel Dietch**
- E. Agenda and Order of Business Additions, deletions and linkages**
- F. Community Notes – Mayor Daniel Dietch**
- G. Introduction of Bay Harbor Islands Language Arts After School Program – Bay Harbor Islands Council Member Joshua Fuller Page 1**

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

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

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

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

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

- A. Minutes** – Sandra Novoa, CMC, Town Clerk **Page 2-17**  
August 12, 2014 – Regular Town Commission Meeting Minutes  
August 13, 2014 – Special Town Commission Meeting Minutes
- B. Budget to Actual Summary as of June 30, 2014** – Donald Nelson, Finance Director  
**Page 18-21**
- \*C. Town Manager’s Report** – Michael P. Crotty, Town Manager **Page 22-36**
- \*D. Town Attorney’s Report** – Linda Miller, Town Attorney **Page 37-42**
- \*E. Projects Progress Report** – Calvin, Giordano and Associates, Inc. **Page 43-44**
- F. Committee Reports** – Michael P. Crotty, Town Manager **Page 45-91**

- June 19, 2014 Pension Board Meeting Minutes
- June 26, 2014 Planning & Zoning Board Minutes
- July 7, 2014 Community Center Expansion Meeting Minutes
- July 7, 2014 Parks and Recreation Committee Meeting Minutes
- July 7, 2014 Tourist Board Meeting Minutes
- July 21, 2014 Sand Committee Meeting Minutes
- July 29, 2014 Sand Committee Meeting Minutes
- August 5, 2014 Sand Committee Meeting Minutes

**G. Expenditure of Forfeiture Funds** – David Allen, Chief of Police **Page 92-96**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, PROVIDING FOR THE FISCAL YEAR 2013/2014 POLICE CONFISCATION FUND EXPENDITURE IN THE AMOUNT OF \$7,757.60 FROM THE FORFEITURE FUND FOR THE PURCHASE OF ADOBE ACROBAT XI STANDARD LICENSES FOR THE NEW PATROL LAPTOPS; PROVIDING FOR AUTHORIZATION AND APPROVAL; PROVIDING FOR AN EFFECTIVE DATE.**

**H. Mutual Aid Agreement between the School Board of Miami Dade County by and through the Miami Dade Schools Police Department and the Town of Surfside Police Department – David Allen, Chief of Police Page 97-107**

**A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA ACKNOWLEDGING THE LAW ENFORCEMENT MUTUAL AID AGREEMENT FOR VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE BETWEEN THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA MIAMI-DADE SCHOOLS POLICE DEPARTMENT AND THE TOWN OF SURFSIDE POLICE DEPARTMENT; AUTHORIZING THE TOWN MANAGER AND CHIEF OF POLICE TO EXECUTE AND IMPLEMENT THE TERMS AND CONDITIONS OF THE MUTUAL AID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**I. Mutual Aid Agreement between Miami Dade County and the Town of Surfside for the Multi-Agency Gang Task Force – David Allen, Chief of Police Page 108-117**

**A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA ACKNOWLEDGING THE MUTUAL AID AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF SURFSIDE FOR THE MULTI-AGENCY GANG TASK FORCE; AUTHORIZING THE TOWN MANAGER AND CHIEF OF POLICE TO EXECUTE AND IMPLEMENT THE TERMS AND CONDITIONS OF THE MUTUAL AID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**J. Resolution – Authorizing Agreement with HSWMR for Toxicological, Environmental and Health Assessment Services – Michael P. Crotty, Town Manager Page 118-121**

**RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING THE TOWN ADMINISTRATION TO RETAIN HAZARDOUS SUBSTANCE AND WASTE MANAGEMENT RESEARCH, INC. (“HSWMR”) TO ASSIST THE TOWN IN THE EVALUATION OF POTENTIAL ENVIRONMENTAL AND HEALTH RISKS RELATED TO THE BEACH SAND IN SURFSIDE, FLORIDA; AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT FOR RETENTION OF HSWMR FOR THE TOXICOLOGY EVALUATION OF THE SURFSIDE BEACH SAND; AUTHORIZING THE APPROPRIATION AND EXPENDITURE FROM THE 2013/2014 FISCAL YEAR BUDGET NOT TO EXCEED \$38,000.00 FROM THE GENERAL FUND, NON-DEPARTMENTAL ACCOUNT NO. 001-7900-590-3110; PROVIDING FOR AUTHORIZATION; PROVIDING FOR AN EFFECTIVE DATE.**

**4. Ordinances**

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

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

**1. Massing – Sarah Sinatra, Town Planner Page 122-129**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING CHAPTER 90 ZONING; SECTION 90-51 MAXIMUM FRONTAGE OF BUILDINGS, SPECIFICALLY AMENDING SECTION 90-51.1 TO LIMIT THE HEIGHT OF THE 270 FOOT LONG PLATFORM TO 30 FEET IN HEIGHT AND LIMIT THE TOWERS TO 150 FEET IN LENGTH; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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

**B. First Reading Ordinances**

**5. Resolutions and Proclamations**

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

**A. Historic Preservation – Vice Mayor Eli Tourgeman Page 130-135**

RESOLUTION OF THE TOWN OF SURFSIDE URGING THE MIAMI-DADE COUNTY HISTORIC PRESERVATION BOARD (“BOARD”) TO GRANT A SIX MONTH DEFERRAL FOR DESIGNATION OF ANY AND ALL PROPERTIES IN THE TOWN OF SURFSIDE AS HISTORIC STRUCTURES OR DISTRICTS; TO PROVIDE THE TOWN AN OPPORTUNITY TO WORK WITH THE BOARD’S STAFF; TO ALLOW THE TOWN TIME TO ANALYZE PREPARATION OF ZONING CRITERIA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

**B. Employee Health Benefits Contract Renewal for FY 14-15 – Yamileth Slate-McCloud, Human Resources Director Page 136-168**

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

**C. Approval to Award Phase II of 95<sup>th</sup> Street Improvements from the Bulkhead East to the Hard Pack – Joseph Kroll, Public Works Director Page 169-177**

**RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA DESIGNATING THE TOWN TO ACT AS ITS OWN CONTRACTOR TO COMPLETE PHASE 2 OF THE 95<sup>th</sup> STREET END IMPROVEMENTS; AUTHORIZING THE PHASE II IMPROVEMENTS IN THE AMOUNT OF \$85,252.55 FROM THE SPECIAL PROJECTS ACCOUNT NO. 301-44-541-6310 WITH SAID FUNDS AVAILABLE FROM THE VOLUNTARY PROFFERS; PROVIDING FOR APPROVAL AND AUTHORIZATION; PROVIDING FOR AN EFFECTIVE DATE.**

**D. Calvin, Giordano & Associates, Inc. (CGA) Engineering Services Contract Approval – Joseph Kroll, Public Works Director Page 178-229**

**A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA, AWARDED A CONTRACT FOR PROFESSIONAL GENERAL ENGINEERING SERVICES BY CALVIN, GIORDANO & ASSOCIATES, INC. (“CGA”) TO ACT AS THE TOWN’S ENGINEERING FIRM TO PROVIDE PROFESSIONAL GENERAL ENGINEERING SERVICES PER THE REQUEST FOR QUALIFICATIONS NO. 2014-002 (THE “RFQ”) ATTACHED HERETO AS ATTACHMENT “A”; PROVIDING FOR IMPLEMENTATION AND AUTHORIZATION OF AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**E. FY 13/14 Proposed Budget Amendment Resolution – Donald Nelson,  
Finance Director Page 230-237**

**RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING THE ANNUAL BUDGET RESOLUTION ADOPTED FOR FISCAL YEAR OCTOBER 1, 2013 TO SEPTEMBER 30, 2014; FOR THE PURPOSE OF AMENDING THE ANNUAL BUDGET IN THE GENERAL FUND, CAPITAL PROJECT FUND, RESORT TAX FUND, TRANSPORTATION FUND, POLICE FORFEITURE FUND, WATER & SEWER FUND, STORMWATER FUND, PARKING FUND, AND SOLID WASTE FUND; AND OTHER ADJUSTMENTS TO THE BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2014; PROVIDING FOR AN EFFECTIVE DATE.**

**F. Extension of American Traffic Solutions, Inc. Agreement (Red Light Camera Safety Program) for Three Years – David Allen, Chief of Police Page 238-241**

**RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE TOWN TO ENTER INTO A THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN AMERICAN TRAFFIC SOLUTIONS, INC. (“ATS”) AND THE TOWN OF SURFSIDE; AUTHORIZING THE TOWN MANAGER TO DO ALL THINGS NECESSARY TO IMPLEMENT THE TERMS OF THE THIRD AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

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

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

**8. Unfinished Business and New Business**

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

- A. **Policy Regarding Walking Dogs on the Narrow Walk Path (Upper Beach Walking Path) – Commissioner Marta Olchyk Page 242-244**
- B. **Historical Preservation**
  - 1. Discussion on Historical Presentation – Commissioner Marta Olchyk **Page 245**
  - 2. Demolition Permit Information – Rosendo Prieto, Building Official **Page 246**
- C. **Report on Eruv (FDEP Authorization) – Rosendo Prieto, Building Official Page 247-249**
- D. **Medical Marijuana –Michael P. Crotty, Town Manager Page 250-251**
- E. **Solid Waste Rate Structure (Verbal Report and Request for Workshop on September 23, 2014)– Donald Nelson, Finance Director and Joseph Kroll, Public Works Director**
- F. **Surfside Seawall Replacement Project Bid Value Engineering – Chris Giordano, CGA Page 252-254**
- G. **Salary for Commission Members (Verbal) – Vice Mayor Eli Tourgeman**
- H. **Discussion on Future Meetings and Consideration of Rescheduling the September 11 Special Meeting on Presentation of Sand Report (Verbal) – Michael P. Crotty, Town Manager**
- I. **Zoning in Progress for Service Uses in the Business District – Vice Mayor Eli Tourgeman Page 255**

**10. Adjournment**

Respectfully submitted,



Michael P. Crotty  
Town Manager

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

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

BE BASED.

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

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

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





# Language Arts After School Program

Bay Harbor Islands is partnering with Berlitz, one of the leading language schools, to offer a new Language Arts program! Beginning September 2014, the Town will offer a 30-week program, open to all kids & teens, Tuesdays & Thursdays, from 3:30-5:00 PM.

**Mandarin Chinese for 5-8 year olds - \$300.00\* + \$50.00 for materials**  
Non-resident fee - \$860.00 + \$50.00 for materials

**Mandarin Chinese for 9-14 year olds - \$300.00\* + \$50.00 for materials**  
Non-resident fee - \$860.00 + \$50.00 for materials

**Spanish for 9-14 year olds - \$300.00\* + \$160.00 for materials**  
Non-resident fee - \$860.00 + \$160.00 for materials

To register, or for more information, contact  
Bay Harbor Islands Town Hall at 305-866-6241.

\*Proof of Bay Harbor Islands residency is required for discounted rate.





**Town of Surfside  
Town Commission Meeting  
MINUTES  
August 12, 2014  
7 p.m.**

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

**1. Opening**

**A. Call to Order**

Mayor Dietch called the meeting to order at 7:03P.M.

**B. Roll Call of Members**

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

Mayor Dietch acknowledged former Vice Mayor Graubart and former Commissioner Kligman who were at the meeting this evening.

**C. Pledge of Allegiance**

Chief Allen led the Pledge of Allegiance

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

On behalf of the Commission and community the Mayor wished Commissioner Karukin a speedy recovery after being released from the hospital with a back injury. Commissioner Cohen thanked the community for their positive feedback while watching the meetings live stream.

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

Mayor Dietch announced the time certain items and said there was a request to link Item 4A.2 and 5A.

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

The Mayor reminded the community of a town meeting where they have the opportunity to meet the candidates for the Town Manager position. Mayor Dietch announced other upcoming community events which can be found on the Town's website.

Commissioner Olchyk made a motion for a point of privilege to have ex Vice Mayor and ex Commissioner Joe Graubart and ex Commissioner Michelle Kligman made a presentation to Town Manager Crotty. The motion received a second from Vice Mayor Tourgeman and all voted in favor.

**G. Tribute to Former Town Mayor Samuel Brenner** – Vice Mayor Eli Tourgeman

Vice Mayor Tourgeman gave a moving tribute to Former Mayor Brenner. On behalf of the Commission and the town deep condolences was extended to his family on his passing at the age of 97. A video was played of Former Mayor Brenner reciting one of his poems “Count to Six Million,” a Holocaust Memorial Poem. This was followed by one minute of silence in his memory. Present were his son and daughter-in-law and Mayor Dietch expressed his condolences to them.

Mayor Dietch invited ex Vice Mayor Graubart and ex Commissioner Kligman to give their presentation. On behalf of the town, Mr. Graubart presented Town Manager Crotty with a plaque and expressed his appreciation for all he has done. Ms. Kligman spoke praising Manager Crotty for his hard work and regards him as a friend. Manager Crotty thanked everyone and said he has made many friendships and enjoyed working for the community.

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

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

The following items were pulled:

Commissioner Olchyk pulled the following items:

- Item 22, Billing Adjustment to Commercial Recycling
- Item 14 Historic Preservation

Mayor Dietch pulled the following items:

- Item 1, Bus Service
- Item 4, Parking Structure Feasibility Study -
- Item 17/18 FEMA and Community Rating
- Item 20, Charter Permit Documents
- Item 23, Beach Management Agreement

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

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

June 19, 2014 Special Town Commission Meeting – Hedges and Sight Triangle

July 8, 2014 Regular Town Commission Meeting

July 16, 2014 Special Town Commission Meeting – Proposed Budget

July 16, 2014 Special Town Commission Meeting

July 22, 2014 Special Town Commission Meeting – Proposed Budget and Town Manager Recruitment Update

**B. Budget to Actual Summary as of May 31, 2014** – Donald Nelson, Finance Director

- \*C. Town Manager's Report** – Michael P. Crotty, Town Manager
- \*D. Town Attorney's Report** – Linda Miller, Town Attorney
- \*E. Projects Progress Report** – Calvin, Giordano and Associates, Inc.
- F. Committee Reports** – Michael P. Crotty, Town Manager

- May 29, 2014 Planning and Zoning Board Minutes
- June 06, 2014 Parks and Recreation Committee Minutes
- June 09, 2014 Tourist Board Minutes
- June 16, 2014 Community Center Expansion Committee Minutes
- June 25, 2014 Sand Project Committee Minutes
- July 01, 2014 Sand Project Committee Minutes

**Pulled Items:**

-Item 22, Billing Adjustment to Commercial Recycling Customers on page 48 of the Town Managers Report.

Commissioner Olchyk said this issue was mismanaged and community misled especially condo associations. There was an error in under billing over the past two years and no letter of explanation was sent to condos but an inflated bill then sent for past monies owed. She is very upset with staff that for two years no one could see that there was under billing. Also, with the new technology we have today such as computers, why wasn't this picked up. She asked what can be done to not put a burden on residents who live on a budget and give them an opportunity to pay this in installments without penalty. Manager Crotty said there will be a meeting on the issue and Commissioner Olchyk wants better communication as to what is being proposed.

-Item 14 Historic Preservation

Vice Mayor Tourgeman urged the Commission to not allow the Historic Preservation Board to stifle our redevelopment. He feels we should have a voice in this process. The Mayor directed the Town Manager to send a letter to the Board that we are looking into public and private redevelopment and the letter be reviewed by the Commission and sent within a week and a half. Also to schedule a meeting with the Historic Preservation Board and the Town Commission.

-Item 1, Bus Service, Mayor Dietch asked for an update and Manager Crotty and Duncan Traveres said there is no timeline as yet as to when it will come back to the Commission. Vice Mayor Tourgeman also spoke on the bus service to Ft. Lauderdale.

-Item 4, Parking Structure Feasibility Study - The Mayor directed the Town Manager to schedule a meeting in September on this issue. Manger Crotty said the item will come back in September.

-Item 17/18 FEMA and Community Rating – Building Official Ross Prieto gave an update on the items. He said we will get an answer in November/December. The Mayor asked that staff look into the possibility of writing a letter to expedite the process.

-Item 20, Charter Permit Documents – Building Official Prieto gave update

-Item 23, Beach Management Agreement – The Mayor would like to see an action report on the issue.

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

#### 4. Ordinances

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

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

1. **Sign Code** – Sarah Sinatra, Town Planner [*SET FOR TIME CERTAIN 7:30PM*]

**AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA REPEALING AND REPLACING ARTICLE VI “SIGNS” OF “CHAPTER 90 ZONING” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Clerk Sandra Novoa read the title of the ordinance.

Town Planner Sarah Sinatra presented the item to the Town Commission.

Vice Mayor Tourgeman made a motion for discussion. The motion received a second from Commissioner Olchyk. Vice Mayor Tourgeman asked the staff to look into having lighting in storefront windows in the evening. The Mayor opened the meeting to the public. There being no public speakers the Mayor closed the public hearing.

Vice Mayor Tourgeman made a motion to approve. The motion received a second from Commissioner Olchyk. The motion carried 4-0 with Commissioner Karukin absent.

2. **Parking Trust Fund** – Sarah Sinatra, Town Planner [*SET FOR TIME CERTAIN 7:40PM*] [*Item Linked to Item 5A*]

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 “ZONING,” ARTICLE VII “OFF-STREET PARKING AND LOADING,” DIVISION 1 “OFF-STREET PARKING,” SECTION 90-77 “OFF-STREET PARKING REQUIREMENTS” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES REGARDING PARKING TRUST FEES PAID IN LIEU OF OFF-STREET PARKING; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Clerk Sandra Novoa read the title of the ordinance.

Town Planner Sarah Sinatra presented the item to the Town Commission.

Commissioner Olchyk asked if this applies to everyone even hotels and to current construction. Town Planner Sinatra said it applied to the business district and synagogue only. As to current construction she indicated additional language could be put in for review. Special Land Use Counsel Nancy Stroud gave some input on current construction legalities.

Commissioner Olchyk made a motion to approve. The motion received a second from Vice Mayor Tourgeman. The motion carried 3-0 with Vice Mayor Tourgeman absent for the vote and Commissioner Karukin absent.

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

## **B. First Reading Ordinances**

### **1. Massing – Sarah Sinatra, Town Planner**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING CHAPTER 90 ZONING; SECTION 90-51 MAXIMUM FRONTAGE OF BUILDINGS, SPECIFICALLY AMENDING SECTION 90-51.1 TO LIMIT THE HEIGHT OF THE 270 FOOT LONG PLATFORM TO 30 FEET IN HEIGHT AND LIMIT THE TOWERS TO 150 FEET IN LENGTH; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Clerk Sandra Novoa read the title of the ordinance.

Town Planner Sarah Sinatra presented the item to the Town Commission which included some graphics. Vice Mayor Tourgeman asked if staff have gotten inquiries regarding new development and Town Planner Sinatra indicated there has been interest in future development.

Vice Mayor Tourgeman made a motion to approve. The motion received a second from Commissioner Olchyk. The motion carried 4-0 with Commissioner Karukin absent.

The Mayor opened the meeting to the public. Public Speaker George Kousoulos was not in favor of this ordinance and gave his views as to what he feels is wrong. Public Speaker Jeffrey Platt spoke and said there is going to be a huge amount of excavation sand to be dealt with. Mayor Dietch said he is sensitive to Mr. Kousoulos' views but feels this is a step in the right direction and addressed Mr. Platt and said that subject will be dealt with in a separate issue.

## **5. Resolutions and Proclamations**

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

**A. Parking Trust Fund Cost Per Parking Space – Sarah Sinatra, Town Planner [Item Linked to Item 4A2]**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING THE FEES TO BE ASSESSED PER PARKING SPACE PROVIDED IN SECTION 90-77 OF THE TOWN CODE WHICH ESTABLISHED A TRUST FUND TO BE ENTITLED THE “TOWN OF SURFSIDE DOWNTOWN PARKING TRUST FUND; REPEALING ALL OTHERS; PROVIDING FOR AUTHORIZATION AND APPROVAL; PROVIDING AN EFFECTIVE DATE.**

Town Planner Sarah Sinatra presented the item to the Town Commission.

Mayor Dietch asked if the town was on firm ground regarding the dollar value of the parking space. Manager Crotty indicated they have surveyed other communities as to what they are charging and is comfortable with what we are charging.

The Mayor opened the meeting to the public. Public Speaker George Kousoulos gave some insight as to the cost per space in building parking garages. Tina Paul spoke and indicated that this is a real issue as parking is difficult especially with all the construction taking place. No one else wishing to speak the Mayor closed the public hearing.

Commissioner Olchyk made a motion to approve. The motion received a second from Vice Mayor Tourgeman. The motion carried 4-0 with Commissioner Karukin absent.

**B. November 4, 2014 Special Election Voter’s Guide – Linda Miller, Town Attorney**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND AUTHORIZING AN EXPENDITURE OF BUDGETED FUNDS UP TO \$4,500 FROM ACCOUNT NO. 001-2400-519-4911 FOR THE PUBLIC PURPOSE OF INFORMING AND EDUCATING THE VOTERS OF THE TOWN OF SURFSIDE REGARDING THE TOWN’S SEVEN BALLOT QUESTIONS ON ITS NOVEMBER 4, 2014 SPECIAL ELECTION BALLOT IN ORDER TO ACHIEVE A MORE INFORMED ELECTORATE VOTE; PROVIDING FOR APPROVAL AND AUTHORIZATION; PROVIDING FOR AN EFFECTIVE DATE.**

Mayor Dietch asked the Town Manager if this was sufficient to properly educate the community as to what they will be voting on. Manager Crotty

indicated that the document gives a good explanation of the issues for those who will take the time to read it.

Commissioner Olchyk made a motion to approve. The motion received a second from Vice Mayor Tourgeman. The motion carried 4-0 with Commissioner Karukin absent.

**C. Resolution Approving the Design of the 90<sup>th</sup> Street End Project – Joseph Kroll, Public Works Director**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA PURSUANT TO RESOLUTION NO. 13-Z-06, CONDITION NO. 22 REVIEWING AND APPROVING THE DESIGN PREPARED BY THE APPLICANT, THE SURF CLUB INC. FOR THE 90<sup>th</sup> STREET END PROJECT; PROVIDING FOR APPROVAL AND AUTHORIZATION; PROVIDING FOR AN EFFECTIVE DATE.**

Town Planner Sarah Sinatra presented the item. Joe Benton representing the Surf Club gave a visual overview of the plan design.

Vice Mayor Tourgeman made a motion to approve. The motion received a second from Commissioner Olchyk. The Mayor requested that they keep the bike racks and the Commission did not express objection to the Mayors request. The motion carried 4-0 with Commissioner Karukin absent.

**Resolution Approving CGA Work Order No. 88 – Create Zoning Criteria Including Mid-Block Walkways and Open Space – Michael P. Crotty, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA (“TOWN”) APPROVING CALVIN-GIORDANO & ASSOCIATES, INC. (CGA) WORK AUTHORIZATION NO. 88 (CREATE ZONING CRITERIA INCLUDING MID-BLOCK WALKWAYS AND OPEN SPACE, CGA PROPOSAL NO. 14-7020) IN A TOTAL AMOUNT NOT TO EXCEED \$52,913.54 FROM THE GENERAL FUND, FY 14/15 BUDGET (ACCOUNT #: 001-2000-524-31-10) PROVIDING FOR AUTHORIZATION, PROVIDING FOR AN EFFECTIVE DATE.**

There was discussion as this is not a budgeted item and perhaps the item should wait until the budget is finalized before making a decision.

Commissioner Olchyk made a motion to bring the item back to the first meeting in October. The motion received a second from Commissioner Cohen and all voted in favor with Commissioner Karukin absent.



As a point of privilege the Mayor asked if we could move on to item 9D Sand Project.

**D. Business District Holiday Lights – Duncan Tavares, TEDACS Director**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE RESORT TAX BOARD EXPENDITURE OF \$38,500 FOR HOLIDAY LIGHTS AND DECORATIONS ON HARDING AVENUE FROM 94<sup>TH</sup> STREET TO 96<sup>TH</sup> STREET FROM THE RESORT TAX FUND ACCOUNT NO. 102-8000-552-48-10; AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH SOUTH FLORIDA LIGHTING TEAM, LLC, D/B/A/ MIAMI CHRISTMAS LIGHTS AND TOWN; AUTHORIZING THE TOWN MANAGER TO DO ALL THINGS NECESSARY TO IMPLEMENT THE TERMS OF THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.**

Duncan Tavares, TEDACS Director presented the item.

Commissioner Olchyk objected to the three year contract with the company and feels this was not handled right and also objects to the cost of the lighting of every tree and suggests lighting every other tree. Manager Crotty explained that it is not unusual to have multi-year contracts which provide a discount in cost.

Vice Mayor Tourgeman said he liked the idea of festive lighting but was concerned that this was rushed through the Tourist Board consisting of new members, and approved before they had time to fully review the resolution. He also wanted to go on record by saying that the Tourist Board only approved white lighting in the past and that was overruled by the past Town Manager who approved red and green one year and blue another year. He also said that at the next Tourist Board Meeting he will be bringing back a moratorium for the lack of a bid response.

The Mayor wanted to go on record saying that the Tourist Board is unlike other committees in their responsibilities. He trusts their decision on this issue and feels they have their best interest in promoting the town. He is in favor of the white lighting and this will improve the look of the business district which also has new landscaping. He also stated this is being funded by tourist tax dollars.

Vice Mayor Tourgeman made a motion to approve. The motion received a second from Commissioner Cohen. The motion carried 3-2 with Commissioner Olchyk voting in opposition and Commissioner Karukin absent.

Commissioner Olchyk made a motion to discuss pulled Item 22, Billing Adjustment to Commercial Recycling Customers on page 48 of the Town

Managers Report. The motion received a second from Vice Mayor Tourgeman and all voted in favor.

At 10:59 p.m., Vice Mayor Tourgeman made a motion to extend the meeting an additional thirty minutes. The Mayor passed the gavel and seconded the motion. The motion carried with Commissioner Cohen absent for the vote and Commissioner Karukin absent.

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

The Mayor opened the meeting to Good and Welfare.

Public Speakers:

-Marianne Meischeid related an experience she had while at the beach about two men digging into the dunes inserting poles. Another experience at the beach was one of the members of her condo fell and there is a safety issue on that part of the beach.

-Clara Diaz Parker is concerned about the infrastructure and traffic especially when Young Israel is open. In the past there were no left turns from Abbott and no through trucks on 91<sup>st</sup> Street from Abbott and that has been removed. This allows more traffic coming into the residential streets and must be addressed.

Vice Mayor Tourgeman related an incident he viewed with a truck making a left turn on 95<sup>th</sup> Street from Abbott Ave.

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

Town Manager Crotty presented some options made to the staff regarding traffic. The Mayor asked that we begin the process by requesting from DOT and the County that there left turns be allowed from Abbott onto 96<sup>th</sup> Street and no through trucks on 95<sup>th</sup> Street from Abbott westbound.

The Mayor addressed safety on the beach and also the town had approval to knock down the escarpment on the beach. The Mayor also said they are looking into the issue of the Eruv poles on the beach and Building Official Ross Prieto said permits had been pulled and safety measures have been met and legally they have no way of not issuing the permits. Bringing the issue to the Commission would only be informational as we do not have jurisdiction over the beach. The Mayor expressed his displeasure in finding out about this after permits were issued and feels this issue has potential to be divisive in this community. Official Prieto indicated that this was to go before the Commission first but the contractor went ahead and started the project. Official Prieto said staff is meeting with the contractor. Town Manager Crotty indicated that this was a staff issue and the ball was dropped by not going to the Commission first before issuing the permit. The Mayor asked if there was a way to put a stop on the project and Town Attorney Miller indicated that we do not have authority to stop it as it is in the jurisdiction of the State of Florida.

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

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

**8. Unfinished Business and New Business**

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

**A. Policy Regarding Walking Dogs on the Narrow Walk Path (Upper Beach Walking Path) – Commissioner Marta Olchyk**

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

**B. Joint Commission and Tourist Board Meeting for Monday, October 6, 2014 at 6:00 PM Request – Duncan Tavares, TEDACS Director (*Verbal*)**

Vice Mayor Tourgeman made a motion to accept. The motion received a second from Commissioner Olchyk with all in favor and Commissioner Karukin absent. The Mayor asked the clerk to send a reminder to all.

Vice Mayor Tourgeman made a motion to extend the meeting five minutes. The Mayor passed the gavel and seconded the motion with Commissioner Olchyk absent for the vote, Commissioner Cohen in opposition and Commissioner Karukin absent.

**C. Pointe Lake / North Canal (*Verbal Update*) – Michael P. Crotty, Town Manager** Town Attorney Miller gave an update.

**D. Report on August 5, 2014 Sand Project Community Monitoring Committee (*Verbal Update*) – Michael P. Crotty, Town Manager**

Gordon Thompson coastal engineer and consultant for the project gave a detailed overview of the project which includes options and cost elements. He presented visuals and said the sand will lighten in color.

Commissioner Olchyk said from Mr. Thompson's presentation it seems the focus was only on the color of the sand and not the material of the sand. Mr. Thompson indicated that was correct as he has been informed by correspondence from the Dept. of Health that the sand material was proven to be standard. Commissioner Olchyk asked for clarification that what is being discussed now is only the color of the sand and not the toxicity of the sand. Mr. Thompson went over the various options (tilling, scraping, etc.) explaining what each process would initially do.

Mayor Dietch questioned the permitting costs and difference of costs in other communities.

The Mayor opened the meeting to the public.

Public Speakers:

-Jeffrey Platt said Surfside has beautiful white sand and what is being put in now is not the same. He feels beach attendance is down at least 50% and is concerned about future development and the bringing in of sand that is not compatible with the original. He also said that the escarpment was not made by wave action but the developers created the cliff and now Miami Dade is

grading it out and mixing it in and feels the Commission has to take some action.

-Tina Paul addressed the leadership of the town. The State of Florida made a decision that the community felt was wrong and she wanted to know why the City Officials did not voice their objection to the State. She asked that they think about what they can do to fix this problem.

-Monica Grandeze said that new development for the town is good. However, the citizens depend on the town's leadership to protect and represent their interests. The issue of the sand is not just color but the material as well as all the debris. She stated that it is taking too long for this issue to be resolved. The residents want the sand removed and asked that a decision be made by the next meeting and better legislation put in place so this problem does not occur with future development.

-Deborah Cimadevilla thanked members of the Commission who have been attending the Sand Committee meetings. She wanted to know why they have been forced to accept construction sand fill on their beach which is unacceptable and not compatible when it was deemed that the beach was stable. She implores the Commission to do the right thing and take action on this issue and have the sand removed.

-David Raymond is a member of the Sand Committee and asked the Commission to carefully review their recommendations when submitted. He also urged the Commission to put into place a strong policy regarding future projects on the beach.

-Martin Oppenheimer agrees that the debris has to be cleared. As to the color of the sand and safety of its content he feels we should accept the reports which indicate there is no safety issue and not spend money on removal of the sand. He supports the Commission and feels they take this issue seriously.

-Marianne Meisheid is on the Sand Committee and feels at their meetings the Commission members present really have no idea or really care about the problem. She spoke about the construction debris on the beach that has not been addressed.

-George Kousoulos spoke about the permit which states under special conditions that the grain should be similar. When walking on the beach one can feel the difference. He spoke about the findings in color and grain size.

The Mayor asked the Commission if they would like to express their views. Commissioner Olchyk said we live in a wonderful democracy and she always speaks how she feels and what she believes to be best for the community even though some may not agree with her. As to the debris she agrees it should be removed. As to the sand, after reading all the reports she does not feel that the sand is a safety hazard. It is true that the color is different but she wants to know who gave the permission on this as this did not come to the Commission. She indicated that she walks the beach almost every day and further stated that she has been told that the City of Surfside has been scheduled for a renourishment of the beach.

Mayor Dietch addressed the comments regarding leadership and admitted that this issue was not handled well by the administration. However, when they were told by citizens there was a problem with the sand they immediately took action to ascertain what if any problems there were. The Commission also asked for a study to be done on the sand so they could better understand what problems there may be. A Sand Committee was formed involving the community. He indicated that he did not feel the community was always sharing information with the administration and sometimes acted on emotion and not fact. It is the obligation of the Commission to see that the town has a beautiful and safe beach. He is hoping the Sand Committee will provide a means in which this cannot be an issue in the future by developing more stringent standards to put in place and work with other coastal communities to develop legislation to have the State change their laws regarding beaches. Town Manager Crotty said that we are not scheduled for beach renourishment next year but perhaps in two – three years.

Commissioner Cohen also gave his views and said that at some point we need to accept what science tells us and respect their findings that the sand is not as bad as they thought. He agrees the debris must be removed and we must now look to the future and how to prevent problems. He urged the community to not slander the town and its beaches and be reasonable and careful in what they are saying. The goal of the administration and community is to work together and not have this occur again. Town Manager Crotty announced the upcoming meeting regarding this issue and a report will be presented at the next Commission Meeting. Vice Mayor Tourgeman said at the next Sand Committee Meeting a vote will be taken and asked that the Surf Club pay for the expenses for what is voted on.

The Mayor asked the community for their help and present to administration what they want tested before the next meeting so the toxicologist may have the answers for them.

- E. **Town Manager Recruitment Process - Evaluation Criteria** – Mayor Daniel Dietch The Mayor asked the Commission to think about the town, where we are and where we want to be and what kind of Manager would be best for our vision.

## 10. Adjournment

There being no further business to come before the Commission, the meeting adjourned at 11:13 p.m.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2014

---

Daniel Dietch, Mayor

Attest:

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Sandra Novoa, CMC  
Town Clerk



**Town of Surfside  
Town Special Commission Meeting  
MINUTES  
August 13, 2014  
4:15 p.m.**

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

**1. Opening**

**A. Call to Order**

Mayor Dietch called the meeting to order at 4:18 P.M.

**B. Roll Call of Members**

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

**C. Pledge of Allegiance**

Chief Allen led the Pledge of Allegiance

Vice Mayor Tourgeman made a motion to allow Commissioner Karukin to participate via telephone conference. The motion received a second from Commissioner Olchyk and all voted in favor.

**2. Town Manager Recruitment Discussion and Ranking –**

Mayor Dietch thanked staff for their clear direction in this process and also thanked all applicants for expressing their interest in the town. The Mayor indicated that the Commission has learned a lot from the interviews and said they have a very difficult decision to make as they have had a pool of very good candidates.

The Mayor opened the meeting for comments.

Vice Mayor Tourgeman said he read every application and then the list was narrowed down to five. He believes the decision will not be easy as there are some very qualified applicants for consideration. He believes the Commission will make the right decision and select the right person who will help move the town forward and stay for years to come. He thanked the Commission and especially Commissioner Olchyk for insisting that they have due process and advertise the position. He said he personally has found this to be a tough decision. The Vice Mayor wanted to publicly thank Town Manager Crotty who was a great help to him in reviewing resumes, exchanging ideas and picking out strong and weak points.

Commissioner Olchyk also wanted to thank the Human Resources Director and said she was very happy that they did not have to spend a lot of money to get a pool of competent

candidates. She thanked the applicants for their interest in Surfside and said it was a pleasure meeting them.

Commissioner Cohen also thanked everyone and said he is fortunate that in his position as an attorney he has had experience in interviewing candidates for a job. He is ready with his rankings and hopes that whoever is selected is the most qualified and dedicated to move the town forward as well as stay for a long time.

Commissioner Karukin reiterated what has been said and thanked everyone. He especially thanked the Commission for allowing him to participate via telephone conference at this meeting. He agrees that there was a strong list of candidates.

Mayor Dietch said as well as strong qualifications he was assessing the fit of the candidate as to who will not only get us through today but the future as well. He then asked the Commission to fill out their ranking sheets, sign it, and give it to the town clerk. Scoring is based on ranking with rank 1 receiving 3 points, rank 2 receiving 2 points and rank 3 receiving 1 point. The Town Clerk tallied the sheets and announced the findings.

Town Clerk Sandra Novoa read the rankings as follows:

William Evans – 13 points  
Julian DeLeon – 6 points  
Jay Henry – 4 points  
Colin Donnelly – 4 points  
John Schneiger – 1 point

William Evans was ranked number one and a contract will be negotiated with him. The Mayor asked the Commission if they wanted him to negotiate the contract. The salary range would be between \$140-\$155,000. Commissioner Karukin supports the Mayor in negotiating and agrees to begin with the low end of the salary and tie increases in with longevity as well as IPMA credentials. It was suggested some provision be included in the contract which would prevent a turnover and give more stability to the position. The Mayor said he would send the Commission a copy of the current Town Manager's contract for their review and suggestions. The Mayor will also get input from the labor attorney. The contract will go to the Commission today and the Mayor is asking for their input by end of week.

Commissioner Olchyk said she spoke to Mr. Evans and asked if he would be using this position as a stepping stone and then move on. Mr. Evans assured her that he would be here for the long run. The Commissioner also had concerns about his lack of educational credentials and asked if that would be a problem supervising staff with more educational background at least on paper. She also said she realizes his experience makes up for that but wants it to be considered as she is very education minded. She wanted to express that everyone should be treated equally with the same respect and not take sides because of one in higher authority.



Vice Mayor Tourgeman agrees with Commissioner Olchyk and said some of the other candidates did have more degrees than Mr. Evans. However he is very confident that Mr. Evans is the right person for the job. Although he does not possess the education that others may have he knows how to handle and communicate with people. The staff knows him and respects him and he hopes he will explore the possibility of higher education. He said he feels Mr. Evans will get things done and be responsive to the community.

Commissioner Karukin said that not having a degree was not the end all but people management skills are critical in this position. He further stated that Mr. Evans knows the staff, and the community and the issues. He is very happy he has been chosen.

Commissioner Cohen said he supports the selection of Mr. Evans and agrees that there were other candidates with educational degrees. However, the fact that Mr. Evans knows the community and staff is a huge benefit.

Public speaker Monica Grandeze said she also had a problem with the lack of educational degree from Mr. Evans and asked if any member of the Commission was related to or knows him as a personal friend. The answer from the Commission was no but they did know Mr. Evans when he was Public Works Director of Surfside.

### 3. Adjournment

There being no further business to come before the Commission, the meeting adjourned at 4:58 p.m.

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2014

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

Attest:

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

**TOWN OF SURFSIDE, FLORIDA**  
**MONTHLY BUDGET TO ACTUAL SUMMARY**  
**FISCAL YEAR 2013/2014**  
**June 30, 2014**

AS OF

75% OF YEAR EXPIRED (BENCHMARK)

Agenda Item #

Page

1 of 3

Agenda Date: September 9, 2014

GOVERNMENTAL FUNDS	ACTUAL	ANNUAL BUDGETED	% BUDGET
<b>GENERAL FUND</b>			
REVENUE	\$ 10,200,902	\$12,197,616	84%
EXPENDITURES	8,121,348	\$12,197,616	67%
Net Change in Fund Balance	2,079,554		
Fund Balance-September 30, 2013 (Audited)	5,304,042 <b>A</b>		
Fund Balance-June 30, 2014 (Reserves)	<u>\$ 7,383,596</u>		
<b>RESORT TAX (TEDAC SHARE)</b>			
REVENUE	\$ 228,408 <b>B</b>	\$287,471	79%
EXPENDITURES	235,169	\$287,471	82%
Net Change in Fund Balance	(6,761)		
Fund Balance-September 30, 2013 (Audited)	94,497		
Fund Balance-June 30, 2014 (Reserves)	<u>\$ 87,736</u>		
<b>POLICE FORFEITURE/CONFISCATION</b>			
REVENUE	\$ 32,707	\$46,000	71%
EXPENDITURES	45,392	\$46,000	99%
Net Change in Fund Balance	\$ (12,685)		
Fund Balance-September 30, 2013 (Audited)	138,143		
Fund Balance-June 30, 2014 (Reserves)	<u>\$ 125,458</u>		
<b>TRANSPORTATION SURTAX</b>			
REVENUE	\$ 352,271	\$196,916	179%
EXPENDITURES	140,482	\$196,916	71%
Net Change in Fund Balance	211,789		
Fund Balance-September 30, 2013 (Audited)	131,475		
Fund Balance-June 30, 2014 (Reserves)	<u>\$ 343,264</u>		
<b>CAPITAL PROJECTS</b>			
REVENUE	\$ 1,212,361	\$1,054,770	115%
EXPENDITURES	1,304,263	\$1,054,770	124%
Net Change in Fund Balance	(91,902)		
Fund Balance-September 30, 2013 (Audited)	255,263		
Fund Balance-June 30, 2014 (Reserves)	<u>\$ 163,361</u>		

**NOTES:**

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

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

**B.** Resort Tax Revenues for June 2014 are received in July 2014, the (Total collected through June 2014 is \$604,169) (\$228,408 is for TEDAC and \$375,761 is the General Fund).

ENTERPRISE FUNDS	ACTUAL	ANNUAL BUDGETED	% BUDGET
<b>WATER &amp; SEWER</b>			
REVENUE	\$ 2,088,256	\$3,190,000	65%
EXPENDITURES	1,754,774	\$3,190,000	55%
Change in Net Position	333,482		
Unrestricted Net Position-September 30, 2013 (Audited)	(5,261,333) C1		
Restricted Net Position	1,260,776 C2		
Capital Project Expenses to date for Water & Sewer	(62,470)	\$0	
Unrestricted Net Position-June 30, 2014 (Reserves)	<u>\$ (3,729,545)</u>		
<b>MUNICIPAL PARKING</b>			
REVENUE	\$ 760,145	\$1,052,185	72%
EXPENDITURES	751,215	\$972,185	77%
Change in Net Position	8,930		
Unrestricted Net Position-September 30, 2013 (Audited)	1,066,574		
Capital Project Expenses to date for Municipal Parking	-	\$80,000	
Unrestricted Net Position-June 30, 2014 (Reserves)	<u>\$ 1,075,504</u>		
<b>SOLID WASTE</b>			
REVENUE	\$ 936,264	\$1,336,241	70%
EXPENDITURES	1,001,789	\$1,336,241	75%
Change in Net Position	(65,525)		
Unrestricted Net Position-September 30, 2013 (Audited)	227,274		
Unrestricted Net Position-June 30, 2014 (Reserves)	<u>\$ 161,749</u>		
<b>STORMWATER</b>			
REVENUE	\$ 372,443	\$505,000	74%
EXPENDITURES	268,864	\$505,000	53%
Change in Net Position	103,579		
Unrestricted Net Position-September 30, 2013 (Audited)	2,520,512		
Restricted Net Position	347,140 C3		
Capital Project Expenses to date for Storm Water	(52,858)	\$0	
Unrestricted Net Position-June 30, 2014 (Reserves)	<u>2,918,373</u>		

**NOTES:(con't)**

C1. The reserves balance of (\$3,729,545) is the result of a change in current net position as of June 2014 of \$333,482, net position as of September 30, 2013 of (\$5,261,333) includes \$651,144 for rate stabilization, plus Restricted Net Position of \$1,260,776, less Capital Project expenses of (\$62,470) paid through June 2014 on the Utility Project.

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

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

  
Donald G. Nelson, Finance Director

  
Michael P. Crotty, Town Manager

\*\*ATTACHMENT

**TOWN OF SURFSIDE, FLORIDA**

**STATEMENT OF NET POSITION  
PROPRIETARY FUNDS**

**SEPTEMBER 30, 2013**

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

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

**Town of Surfside  
Fund Balance (Reserves)  
June 30, 2014**

FUND		9/30/2011		9/30/2012		9/30/2013		6/30/2014
General	\$	4,256,315	\$ -	5,266,374	\$	5,304,042	\$	7,383,596
Resort Tax		184,867		171,496		94,497		87,736
Police Forfeiture		117,889		122,272		138,143		125,458
Transportation Surtax		239,760		122,302		131,475		343,264
Capital		399,754		132,783		255,263		163,361
Water & Sewer		2,692,379		(1,931,707)		(5,261,333)		(3,729,545)
Parking		1,385,581		1,258,325		1,066,574		1,075,504
Solid Waste		207,462		228,437		227,274		161,749
Stormwater		342,240		104,651		2,520,512		2,918,373
<b>Total</b>	\$	<b>9,826,247</b>	\$	<b>5,474,933</b>	\$	<b>4,476,447</b>	\$	<b>8,529,496</b>



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

**TOWN MANAGER'S REPORT  
 SEPTEMBER 2014**

**COMMUNITY PROGRAMS/INITIATIVES/ENHANCEMENTS**

**1. Bus Service**

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

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

Miami-Dade CITT has agreed to organize the coordination of the three bus circulators (Surfside, Bal Harbour and Bay Harbor) in an attempt to identify a more efficient routing that would reduce the overall operating costs.

Each community will appoint a contact person to identify the stops that are necessary. Sunny Isles did not attend but will be asked to participate. Expected timeline for this effort is three (3) months, at which time a revised routing plan should be available for local review, ultimately leading to an interlocal agreement. Duncan Tavares will serve as the Town's representative. The Finance Director, Donald Nelson, attended the CITT Municipal Transportation Workshop on behalf of the Town on July 24, 2014.

A meeting was held on August 21, 2014 between MD CITT and the Surf-Bal-Bay representatives. MD CITT discussed the ridership statistics provided by each community and discussions continued on coordinating all of the schedules as well as possible connector locations. The next meeting earmarked for mid-September will formalize route options with the objective of bringing these before the respective communities in the Fall for feedback. A meeting was also held on August 22, 2014 with the TEDACS, Finance, Parks and Recreation, and Public Works Departments to discuss the recent CITT workshop, plans for a coordinated route and other aspects related to the shuttle such as the existing contract.

## B. Storage of Town Bus

Following the discussion at the August 12 Commission meeting regarding the Town bus and the cost associated with storing the bus off-site (out of Surfside), Staff followed-up with the service provided and received additional/updated information.

In order to fully understand the issue, it is useful to review the current agreement with Limousines of South Florida, Inc. At the November 13, 2012 meeting, the Commission adopted Resolution No. 12-2125 which authorized the bus agreement. Resolution No. 12-2125 indicated that the Town Commission "would like to piggy-back" on the bid of Bay Harbor Islands, Florida by entering into an amended agreement with Limousines of South Florida, Inc. Resolution No. 12-2125 stated that "the Town Commission believes that is in the best interest of the Town to enter into the agreement attached as Exhibit A". Exhibit A included the specifications contained in the RFQ for the Bay Harbor bid and the actual agreement of Bay Harbor Islands with Limousines of South Florida, Inc. which the Town "piggy-backed" on.

The Bay Harbor Islands RFQ specifications stated that the "contractor shall provide own facilities for housing and maintenance of vehicles".

The Bay Harbor Islands agreement which is the basis for the Town's piggy-backing also states that the "contractor shall provide own facilities for housing and maintenance of vehicles".

Over the past year, an individual has inquired on two occasions as to why the bus makes roundtrips each day to Fort Lauderdale to store the bus rather than store it at Town Hall. This resident indicated that if the bus were stored at Town Hall, fuel costs would be substantially reduced.

When I received the resident's inquiry approximately 6-8 months ago, I asked the Public Works Director to follow-up with Limousines of South Florida, Inc. Their representative indicated to the Public Works Director that the bus could be housed at Town Hall but that the contract would need to be amended to provide additional compensation from the Town to Limousines of South Florida, Inc. This is due to having to perform daily servicing and regular maintenance on the bus at the Town Hall complex rather than at their storage facility where they provide maintenance for their fleet.

As a point of information, Limousines of South Florida, Inc. reports that all buses it provides to municipal clients are stored at their storage/maintenance facilities. From an operational, safety and maintenance perspective, it makes sense to have this procedure in place.

In the conversation with Limousines of South Florida Inc. following the August Commission meeting, it was learned that Limousines of South Florida, Inc. has since ceased storing the Surfside bus at its Fort Lauderdale storage facility and now stores our bus at their facility on NW 62nd Street in Miami. This reduces the commute by about 50% thus reducing the Town's fuel cost. This change occurred in May.

The agreement with Limousines of South Florida, Inc. can be terminated with 60 days notice to Limousines of South Florida, Inc. Currently, a study is being done which would possibly consolidate

bus services for Surf-Bal-Bay. It seems prudent to await the outcome of the Surf-Bal-Bay bus study which is being facilitated by CITT prior to taking action on the current agreement.

## **2. Joint Skate Park with City of Miami Beach**

The proposal of a skate park located between 86th and 87th streets through a partnership between the Town of Surfside and Miami Beach was presented by Miami Beach Parks and Recreation Department to the Miami Beach Commission on January 15, 2014. The Miami Beach Commission requested staff to prepare a comprehensive Master Plan for the considerable amount of land in the very extreme north area of Miami Beach owned by the City. The City Commissioners indicated that this area should be developed as part of an overall plan. Miami Beach staff reports that the recreational master planning process for the North Beach area is moving forward and a skate park is included in the project; however, the location will likely be several blocks to the south and incorporated near or in the development of a recreation complex at the Log Cabin site.

At the April 23 Miami Beach Commission meeting, follow-up discussion was held and the Commission did not support a skate park in this vicinity. Miami Beach Parks and Recreation Director John Rebar wrote following the April 23 meeting that, "at this time, Commission is not in support of a skate park anywhere along the west lots 79th through 87th. These lots are now part of a much larger North Beach revitalization plan. The direction is to not invest any capital funds on these lots until the long range vision has been determined". Discussions will continue to explore these options with Miami Beach representatives.

## **3. Citizen Survey**

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

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

This item is earmarked as a Town Commission discussion item at the October 14, 2014 meeting.

## **4. Film Ordinance**

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



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

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

## **DOWNTOWN BUSINESS DISTRICT AND TOURISM**

### **6. Sidewalk Ordinance Implementation**

Sidewalk Café permit applications were included with the LBTR/CU renewals which were sent to businesses in July. Businesses, which have sidewalk cafés, will be required to submit their application with LBTR/CU renewal or cease the sidewalk café. Reminders will be provided beginning September 15 for those who have not yet submitted an application. Code Compliance will issue Courtesy Notices beginning October 1, and provide 15 days for those businesses that have not submitted their applications. Civil Violation Notices to cease and desist will follow, including notice that sidewalk café furnishings and equipment will be removed by the Town.

### **7. Parking Structure Feasibility Study**

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

At the May meeting, the Commission approved the proposal of Lambert Advisory to assist in the process of evaluating the Public Private Partnership (P3) recommendation contained in the April 1, 2014 report for the Post Office site. The initial work to be undertaken includes necessary economic/market analysis to ultimately determine feasibility of a P3 and identification of strategic opportunities to ensure a successful P3. Preliminary report was received from Lambert Advisory and a meeting held in July to review. It is requested that the Commission set a date in September to meet with Eric Liff (Lambert Advisory) and staff to present the results of TASK I of the P3 contract with Lambert Advisory.

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

The new Tourist Board Members have been provided with the Plan as well as the Resort Tax Ordinance (including the recommended changes), FY 13/14 Budget documents etc. The Tourist Board will focus on the FY 14/15 budget as identified in the Five Year Tourism Strategic Plan over the next couple of months. A joint meeting of the Town Commission and Tourist Board is set for October 6, 2014 at 6 pm to discuss revising the Resort Tax Ordinance and to address the Board's governance,

authority and composition. An official tour of the Grand Beach Hotel Surfside was conducted on August 20, 2014 as part of an ongoing effort to forge synergy and a cooperative relationship between the Board and hotel.

**Holiday Lights:** Following the Tourist Board and Town Commission approvals for holiday lights to be installed in the Harding Avenue Business District, a logistics meeting was held with the vendor (Miami Christmas Lights), TEDACS Director, Public Works Director, Lukes Landscaping and the Police Chief on August 21, 2014. Once an install time period is identified, the Town Commission, community and business district will be notified. The lights are earmarked to be ready to light by November 21, 2014. The Public Works Department is working on securing a new nativity scene for the upcoming season.

**Mobile App:** The Tourist Board approved funding a mobile app at the August 11, 2014 meeting. This app will promote the Town's hotels, stores and restaurants. It will also be used to promote events such as Third Thursdays and has the capability of expanding into a communication tool to locate and pay for parking. The agreement will come before the Town Commission at the October 14, 2014 meeting for consent.

**Sister Cities:** This initiative, while approved by the previous Tourist Board, is set for discussion by the new Tourist Board at their November 3, 2014 meeting. The focus will be on educating the Board on this initiative and to determine a path forward.

**Benches:** Prior to the downtown streetscape project, sponsorship of downtown benches was explored as a means to secure seating in the downtown district. While there was interest from a number of businesses at the time, this initiative was put on hold due to the improvement project and the committee choice of benches that cost more than the previously discussed sponsorship amount. The Town Commission will address particulars of a bench sponsorship initiative at the October 14, 2014 meeting.

**DVAC:** The next DVAC meeting is scheduled for Monday, October 27, 2014.

## **INFRASTRUCTURE AND UTILITIES**

### **9. 95th Street End Project**

The Public Works Director is working as the General Contractor for phase 2 of this project (bulkhead to the hard pack). Luke's Landscaping will be the main sub-contractor (clearing, bringing in fill material, top soil, trees and ground cover and concrete sidewalks and stairs). Town staff will install the shower and benches. Cost for the project to be provided by development proffers. This will be on the September Commission agenda for approval. (**Agenda Item**)

## **10. Seawall Project**

Per the direction of the Commission, a report will be presented at the September Commission meeting recommending a plan to address seawall deficiencies within available resources.

## **11. Community Center Expansion: Second Floor Addition**

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

The Town Manager moderated a May 14, 2014 Community Discussion to kick-off this community project. The objective of the discussion was to arrive at consensus of the process to be utilized. It was suggested that the process should appropriately be led by the Parks and Recreation Committee and the Tourist Board as their responsibilities are closely aligned with most aspects of the Community Center.

A joint meeting between the Parks and Recreation Committee and Tourist Board was held on May 19, 2014 to review the possibility of forming a joint community center expansion Committee. This concept was approved and the first official meeting of the Committee was held on June 9, 2014. This meeting was televised on Channel 77. Information was provided to the Committee on past proposal for a second floor to the Community Center. The Committee will review this information and start to formulate and provide a priority list of what should be included on the second floor.

The second scheduled meeting was held on July 7, 2014 in the Commission Chambers. At this time it was requested by the Committee to have a proposed budget amount and to start a priority list during the next scheduled meeting on August 21, 2014 at 7:00 pm.

These meetings will alternate between the regularly scheduled Parks and Recreation Committee and Tourist Board meetings monthly until the Fall. The goal is to have a recommendation for the Town Commission at that time.

Staff has completed a proposed construction budget and financing plan. Copies were provided to the Tourist Board and Parks and Recreation Committee at the August 21 meeting as requested.

At the August 21, 2014 meeting, the Committee voted to defer moving forward with a Community Center Expansion for two years due primarily to the concern of closing the facility for an extended amount of time after only 3-4 years of being open. A recommendation, including possibly conducting a structural engineering evaluation of the existing building more sooner than later, will be vetted at the next meeting set for September 15, 2014. A full (final) report from the Committee will be presented to the Town Commission at the October 14, 2014 meeting.

## **12. Biscaya Drainage**

The drainage pipes have been delivered and are stored at the end of the cul-de-sac. Road rock and drainage rock are on site as well as the drainage structures. Installation of the drainage structures is moving forward. After installation of these four structures, pipe installation will begin.

## **13. Town Hall and Tennis Hut Improvements**

### **Tennis Hut**

The Tennis Hut is now completed and is mold free. The new walls, floors, impact windows, and air conditioner is a welcome upgrade to the building for all to enjoy.

### **Town Hall**

Town Hall roof and chiller system projects have begun. DAC, Inc., the A/C company has ordered the chiller unit for the roof which takes 6 – 8 weeks to build and deliver. After some roof bracket installations for the chiller system are complete, the roof contractor, Unlimited Roofing Inc. will begin on the roof. Estimated start date is September 15 with a completion date of October 5. Once the roof and A/C project are completed, Decon Environmental will begin the mold remediation and repair of affected areas in Town Hall, anticipated to begin November 1 and projected completion by November 30.

## **PLANNING, ZONING AND DEVELOPMENT**

### **14. The Shul Project**

The Shul application was heard at the February 27, 2014 Planning and Zoning Board meeting and the Town Commission will consider at a special quasi-judicial public hearing at a date to be determined. An independent traffic consultant has been retained to analyze the study submitted by the Shul as well as review existing conditions. Further, Staff, FPL and Shul representatives have met to address the undergrounding in the alley. FPL has expressed concerns regarding the undergrounding. Staff is working towards achieving the original objective of undergrounding utilities in the alley as mutually agreed to by the Shul and the Town; and as approved by Planning and Zoning on February 27.

A tentative hearing date for the SHUL application was September 11; however that did not materialize as the final order from the State on the Comp Plan Amendment appeal was not received by August 22. A new hearing date of October 28 has been proposed subject to the Town Commission's availability.

### **15. Massing and Zoning Discussion**

At the May 15, 2013 meeting, the Town Commission directed the Town Manager to set up a Joint Workshop with the Planning and Zoning Board to discuss zoning issues. Those issues were clarified at

the July 25, 2013 Planning and Zoning Board meeting and the Manager announced that the public is encouraged to provide comments regarding the zoning code on a form provided on the website. Vice Mayor Karukin clarified his concerns in a July, 2013 meeting with the Town Attorney and Staff and these specific issues have been discussed at the August, 2013 Planning and Zoning Board meeting. The Planning and Zoning Board has asked Staff to look at side setbacks as a percentage of the lot width to increase the current setbacks, removing the side setback requirement, require parking below grade, requiring building lengths to be no greater than 150 with 30 feet of separation, explore breezeways and consider building platforms no greater than 30 or 40 feet in height without a break similar to the conditions at the Surf Club.

A presentation with follow-up discussion was made at the October, 2013 Planning and Zoning meeting. Staff prepared a rendering for the December 19, 2013 Planning and Zoning Board meeting demonstrating three options for building length modification. The renderings demonstrated that the building separations were not adequate for meeting the intent of the Board, therefore Staff prepared additional revisions to the renderings and language for the ordinance, which was presented at the May 29, 2014 Planning and Zoning Board meeting. The Town Commission was presented with an ordinance at the August 12 meeting for first reading and will be heard by the Commission on September 9, 2014 for second reading. (**Agenda Item**)

## **16. Historic Preservation**

The staff of the Miami-Dade Historic Preservation Board (Board) has identified 9 buildings along the west side of Collins Avenue as potentially historic structures. These include 9016, 9024, 9025, 9033, 9040, 9048, 9054, 9064 and 9340 Collins Avenue. The property owners were notified of the Board's interest in these buildings through a letter each property owner received notifying them that their property is now subject to a moratorium on all building permits until the Board held a public hearing to determine if the structure would be designated historic. The property owners contacted the Town asking for assistance in this matter. At that time, the Town contacted the Board's staff requesting a meeting to discuss the implications of this moratorium and inform them of the Town's ongoing plans, including the parking structure analysis and the discussion of development standards on the block between Collins and Harding. Based on our discussion with the Board's staff, we indicated that it would be appropriate to request a deferral of a decision by the Board. The Board meeting was held on June 18, 2014 and Town staff requested a six month deferral to provide for an opportunity to work with the Board's staff. An attorney for one of the affected property owners was also present and asked for a three month deferral. The Board granted a three month deferral of the decision to designate the properties historic. Also, a meeting was held with the Historic Preservation staff on August 5 and additional properties were identified by the County as Eligible for Designation (not yet initiated). Staff has scheduled a community/public meeting for a presentation by the County staff for September 10 at 6 pm.

A resolution will be on the September Commission agenda to urge the Historic Preservation Board to delay designating any property in Surfside for an additional six months.

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

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

Property owner Bratt Holdings filed building demolition applications on August 1, 2014 for the following addresses, 9348 Collins, 9364 Collins and 9372 Collins. Property owner 9300 Collins Avenue Investment Group filed a building demolition application on August 8, 2014 for address 9300 Collins. Miami-Dade County's Office of Historic Preservation has not issued a moratorium on permits for these addresses and as such these applications will now precede any such abeyance on the permitting process. (**Agenda Item**)

#### **17. Land Development Regulations – Block Between Harding and Collins Avenues**

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

Preparation of new zoning criteria and comparison of existing conditions

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

At the June, 2014 Planning and Zoning meeting, the Board voted unanimously to establish this as a top priority and recommended that a program modification be included in the FY 14/15 budget

approving funding for this planning effort. Funds have been included in the proposed budget for this planning initiative. If approved in the FY15 budget, a work authorization will be provided to the Town Commission in October.

## **TOWN COMMISSION**

### **18. Charter Review**

The voters will be presented with seven (7) Charter amendments on the November 4, 2014 Election ballot: Qualifications for Office; Vacancy on Commission; Vacancy in Candidacy; Canvassing Board; Qualifying for Elected Office; Establishing Elected Officials' Staggered Terms and Increasing Town Commissioners' Terms from Two Years to Four Years; and Runoff Election. A Voter's Guide will be distributed before the November, 2014 General Election.

## **TOWN DEPARTMENTS**

### **Building Department**

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

The CAV is now closed and we are awaiting a follow-up visit from FEMA. The date of the follow-up visit has not been determined.

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

Heidi Liles of the Insurance Services Office has sent out an email to her communities that were planning for a CRS Audit in 2014, stating that these communities will need to be postponed until 2015. The community visit date has not been determined but may occur in November/December as previously reported.

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

The 40 Year Building Certification Program is progressing as follows:

Reported certifications: 121 in present case file  
Completed certifications: 42  
Time extensions granted: 3 and 1 additional time extension  
Exempt from Certification: 3  
Vacant commercial properties: 11  
Sent to Code Enforcement for non-compliance: 8  
150 day repair order: 2  
On hold: 4

## **22. The Chateau Permit Documents**

The Chateau permit documents have been reviewed and are pending submittal of structural calculations for the superstructure. The structural plan review is expected to be completed this fiscal year and the permit issued.

## **23. Eruv Pole Installation Project**

The Miami Beach Eruv Council has proposed the installation of Eruv boundary markers along the seaward side of the walking path. Instead of the previously proposed poles along the Edge of Vegetation Line (EVL) it is now proposed to utilize the existing walking path poles and place the line along the top of these poles which will be threaded through eye bolts (lechi) in order to secure the line. Two new 12' to 13' high poles shall be installed at each beach access path (walk overs) in order to provide the required continuity as the line shall be secured to these poles. It was also proposed to connect the two beach access walk poles across the top in an undetermined decorative fashion. The Eruv Pole Installation Project is exempt from FDEP permitting under the Coastal Construction Control Line Program. The permitting effort will be coordinated through the Southeast District office of FDEP's Environmental Resources Permitting Compliance and Enforcement Division. (**Agenda Item**)

## **24. Document Scanning**

Plans scanning will now be outsourced to Print Pro Shop, Inc., a vendor that has provided the Building Department with document reproduction services including the Town maps now displayed in the Commission Chambers. The scanning program will be wholly funded through an expired permit outreach effort by which contractors are notified of expired permits which must be renewed. The fees collected under this project should fully fund the scanning program drawing no funds from the Building Services Department's budget. The existing scanner, being a considerably underutilized asset, should be considered for sale and the funds added to the scanning program's account.

## **Code Compliance Department**

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

At the June 19, 2014, Special Commission Meeting, the Commission: 1) directed the Administration and Town Attorney to prepare an ordinance amending the sight triangle provisions reflecting a reduction in the sight triangle from 25 feet to 15 feet provided we do not go into private property; 2) provided policy direction to enforce planting restrictions and keep public easements and right-of-ways clear of hedges and shrubs; 3) consider relocation of certain stop signs and stop bars when possible in keeping with County and Police regulations; 4) paint curbs to keep vehicles from parking too close to the intersections; 5) establish a process to provide relief to those properties identified as "true hardship" cases. Administration and Town Attorney staff met with Miami-Dade County Attorney and Public Works Engineering staff to confirm scope of regulatory authority and applicable regulations and plan to bring forth an ordinance amendment, for first reading, along with a proposed policy for the Commission's consideration at the October meeting.



## **Finance**

### **26. Billing Adjustment to Commercial Recycling Customers**

There was a billing adjustment on the most recent Solid Waste bill for Recycling Services to the Commercial Recycling customers because of an undercharge in the recycling fee. There are sixty-three commercial condominium and apartment accounts that were billed a lower than normal bill for the recycling portion of their solid waste quarterly bill for the period of October 1, 2012 to June 30, 2014. The under billed amount is being proportionately collected this fiscal year and next fiscal year. The most recent billing included the annual recycling fee for the period October 1, 2013 to September 30, 2014. The four quarterly recycling bills beginning October 1, 2014 through September 30, 2015 will include a separate fee for the remaining under billed portion of the recycling service. All of the sixty-three commercial recycling customers have been contacted by letter to inform them of the billing adjustment for recycling services. There are seven of the sixty-three commercial recycling customers that have not paid the first billing portion of the adjusted recycling fee as of this update. The Town will work with these seven customers if a payment plan is requested to avoid a financial hardship on the customer.

## **Parks and Recreation**

### **27. Beach Management Agreement**

Progress on a Town/Miami-Dade County Beach Management Agreement is dependent upon the County receiving specific authorization from FDEP permitting the County to assign certain management responsibilities to local municipalities. The County sent a letter to FDEP on March 17, 2014 requesting a determination that the County can assign maintenance/regulations to local governments. The County once again has received a denial from the State to move forward with this request. At this time the county is not able to move forward on a staff level with any type of agreement.

### **28. Pool Tot Lot Repairs - Community Center**

The major repairs have been completed. At this time only \$15,000 of the retainer of \$22,000 has been spent. If any other repair items develop, the existing funds held back as a retainer will be used.

### **29. Tennis Programing**

The Parks and Recreation Department will present options for operations including court rentals. The proposed budget did not include the funding request for the recreational software for the tennis facility. Due to budget constraints and the cost of the requested recreation software, other options will be explored. Once the building (tennis center) work is completed due in September, the Parks and Recreation Department will work with the Parks and Recreation Committee to review tennis court rentals and reservations.

### **30. Security Cameras at 96th Street Park**

Parks and Recreation and the Police Department presented an option of placing security cameras in strategic areas at the park that will help identify/deter issues that arise at the park. Over the past 6 months, there has been a rash of cell phone thefts that cameras would have helped identify the person(s) involved. The cameras would also monitor patrons coming in and out of the park. The cost of the cameras is \$7,744. Cameras are installed and operational. Item completed.

### **31. After School Program**

The Parks and Recreation Department worked with Life Sports Fitness to provide an after school program which began August 18. This program provides a structured after school program for students from 2:00 – 6:00 pm. Transportation is provided from Bay Harbor K-8 to the Community Center. The after school program includes Sports and Fitness along with homework supervision and tutoring. This program is a revenue only program for the Town of Surfside and monthly revenue collected is based on the number of students enrolled in the after school program. This program was a priority of the Parks and Recreation Committee. After the second week of the program there are 28 kids registered in the program. It is possible that with the popularity of this program, the program will soon reach a maximum capacity of 40 participants.

### **32. Police Department**

#### **A. Women's Self Defense Class**

The Surfside Police Department hosts ongoing Women's Self Defense Classes from 6:00 pm to 8:00 pm in the police training room. The training shows how to resist and how to escape a sexual assault. The techniques are easy-to-learn and easy-to-use. The training also shows how to escape a standing assault and what to do if the attacker has you pinned on the ground. These techniques do not require strength, speed or coordination and are perfect for women of all ages and physical types. Classes are free of charge. Residents should contact Dina Goldstein, 305-861-4862 for dates of the classes.

#### **B. Police Explorer Program**

Surfside, Bal Harbour, Bay Harbor Islands, and have implemented a new Police Explorer Program. Eight teenagers have signed up to be new Explorers. Officer Dianna Hernandez is the liaison for the program.

#### **C. Survival Mindset**

Surfside Police Department hosted Survival Mindset, a Personal Safety Seminar August 11. The class taught women how to recognize and avoid potentially dangerous situations and learn practical safety measures designed to keep them safe. Forty residents attended and the seminar was outstanding.

#### **D. Emergency Preparedness Program – Condominiums**

The Surfside Police Department is offering emergency preparedness seminars to condominium associations. Officer Dianna Hernandez is the contact.

#### **E. Security Assessment**

The Surfside Police Department is offering free residential and commercial security assessments for residents and business owners. Sgt. Jay Matelis is the contact.

#### **F. Police Safety Patrol**

On Friday afternoons and evenings, SPD participate in bicycle details with Bal Harbour and Bay Harbor Islands Police Departments for the safety of pedestrians traveling to and from the Shul and the three municipalities.

#### **G. Citizens Police Academy**

The 13th Citizens Police Academy began September 2 and runs every Tuesday from 6 pm - 9 pm through November. This is an opportunity for residents to get to know their police officers and learn about law enforcement.

#### **H. Surfside Safe Space**

Some cities have reported their residents becoming victims of fraud or robbery when meeting with customers or sellers to conduct online transactions. The Surfside Police will offer residents a safe place to conduct their transactions at the police station. The premise is to conduct business in a safe environment to deter crime.

#### **G. Situational Awareness Seminar and High Holiday Security Seminar**

Surfside Police Department participated in a Situational Awareness Seminar and High Holiday Security Seminar at the Shul on August 26.

#### **I. January to June 2014 Uniform Crime Reports**

There was an increase in total crimes for the first six months of 2014 compared to the first six months of 2013. Violent crime (aggravated assault, sexual battery, robbery, homicide) decreased for the first six months of 2014. There was also a decrease in the nonviolent crimes of burglary and auto theft. The increase in 2014 nonviolent crime was for larceny specifically shoplifting, thefts from hotel room, unlocked bicycle thefts, and unsecured property left in driveways and yards. Please help us keep Surfside safe and remember to secure your property, lock your bicycles, and report suspicious persons or vehicles.

**January to June  
2014**

	<b>INDEX TOTAL CRIMES</b>	<b>% CH</b>	<b>VIOLENT CRIME</b>	<b>% CH</b>	<b>NONVIOLENT CRIME</b>	<b>% CH</b>
<b>2007</b>	90	-4.3	13	-50	77	23.1
<b>2008</b>	72	-20	13	0	59	-23.4
<b>2009</b>	84	16.7	12	-7.7	72	22
<b>2010</b>	92	9.5	8	-33.3	84	16.7
<b>2011</b>	87	-5.4	3	-62.5	84	0
<b>2012</b>	82	-5.7	8	166.7	74	-11.9
<b>2013</b>	69	- 15.9	5	-37.5	64	-13.5
<b>2014</b>	88	27.5	2	-60	86	34.4

**J. Bike with the Chief and Coffee with Cops Programs**

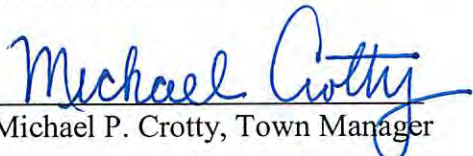
The Bike with the Chief and Coffee with the Cops programs are monthly. Bike with the Chief is the last Wednesday of each month leaving Town Hall at 5:00 pm. Coffee with the Cops is the last Friday of each month at Starbucks at 10:00 am.

**Current Topics**

**33. Sand Project Community Monitoring Committee**

Special Meeting: September 11; 7 – 9 pm  
Subject: Presentation of Committee's final report.


Respectfully submitted

by:   
Michael P. Crotty, Town Manager



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

**TO:** Town Commission

**FROM:** Linda Miller, Town Attorney 

**CC:** Michael P. Crotty, Town Manager  
 Manny Anon, Jr., Assistant Town Attorney

**DATE:** September 9, 2014

**SUBJECT:** Office of the Town Attorney Report for September, 2014

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

August 13, 2014	Special Town Commission Meeting
August 18, 2014	Sand Project Committee Meeting
August 20, 2014	Sand Project Committee Meeting
August 21, 2014	Parks and Recreation Committee/Community Center Expansion Committee Meeting
August 27, 2014	Planning and Zoning and Design Review Board Meeting
September 2, 2014	Sand Project Committee Meeting
September 8, 2014	Tourist Board Meeting
September 9, 2014	First Budget Hearing
September 9, 2014	Town Commission Meeting

**Ordinances prepared and reviewed for Second Reading:**

- Massing Ordinance

**Resolutions prepared and reviewed:**

- Approving the expenditure of forfeiture funds for Adobe Acrobat XI Standard licenses
- Authorizing the Law Enforcement Mutual Aid Agreement for Voluntary Cooperation and Operational Assistance the School Board of Miami-Dade County, Florida Miami-Dade Schools Police Department
- Authorizing the Mutual Aid Agreement between Miami-Dade County and the Town of Surfside for the Multi-Agency Gang Task Force
- Approving the Tentative Millage Rate
- Approving the budget for the 2014-2015 fiscal year
- Amending the mid-year budget
- Approving the Agreement with Calvin, Giordano & Associates, Inc.
- Approving Phase II portion of the 95<sup>th</sup> Street End Improvements
- Approving Agreement with Hazardous Substance and Waste Management Research, Inc.
- Approving Agreement with CB&I Environmental & Infrastructure, Inc.
- Approving a three (3) year Extension with American Traffic Solutions, Inc.
- Approving the Group Health and Dental Plan with United Healthcare Plan and Term Life Insurance, Accidental Death, Short Term Disability, and Long Term Disability with Mutual of Omaha

**Town Manager:**

- Re-Draft/Amend Grant RFP
- Review USPS Parking Lots Leases
- Research F.S. 475.278 – Authorized Brokerage Relationship
- Analysis of various parking structure propositions
- Follow-up for City of Miami Beach- Surfside Sewer Conveyance
- Review of Survey East of Erosion Control Line
- Eruv Pole Installation
- Research Medical Marijuana SB 1030
- Review Draft Ordinance from Cocoa Beach, Mount Dora and Town of Palm Shores on Medical Marijuana
- Follow-up of ownership submerged lands Pointe Lake/North Lake

**Town Clerk:**

- Public Records requests
- Follow-up preparation of Voter's Guide

**August 27, 2014 Planning and Zoning and Design and Review Board:**

Design Review Board Applications:

1. 624-94<sup>th</sup> Street – Garage Conversation
2. 8950 Byron Avenue – Garage Conversion
3. 9487-9489 Harding Avenue – Awning

Planning and Zoning Ordinance:

1. Massing

Planning and Zoning Discussion Items:

1. Historic Preservation
2. Future Agenda Items

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

- Settlement Agreement related to purchase and sale of 901-88th Street, Surfside, FL
- Analysis of Unity of Title for 9481 and 9473 Abbott Avenue
- Draft Settlement Agreement for code violations related to 9364 Bay Drive
- Draft Settlement Agreement for code violations related to 1268 Biscaya Drive
- Follow-up post meeting with MDC on the Site Triangle

**Finance Department:**

- SunTrust Equipment Finance and Leasing Agreement
- Budget, Millage Rate and Mid-year Budget Amendment

**Human Resources:**

- Research F.S. 295.07 (Exemption to Veteran's Preference), 1.01(14) (Veteran Definition), FAC 55-A7, Re: Veteran's Preference
- Draft Eligibility for Veteran's Preference, Document Requirement and Veteran Definition Re: Veteran's Preference

- Insurance Renewal

**Parks and Recreation:**

- On-going analysis of status of Florida Department of Environmental Protection and Miami-Dade County for beach jurisdiction issues
- Release form for photos/videos/television
- Community Center Second Floor update
- Draft Addendum to Life Sports Fitness User Agreement

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

- Research allowable expenditures from Resort Tax revenue
- Analysis of spending authority of Tourist Board
- Draft Mobile Application Agreement with Prosport Entertainment, LLC, d/b/a Shift Mobile Technologies for the design and development of TOWN Mobile Application platforms

**Public Works:**

- Draft the Grand Beach Hotel Maintenance Agreement
- Research/Review Resolution # 11-Z-03 Re: GBH undergrounding & Successorship
- Research Florida Stat. Sect. 255.05(1)(a)(d) Performance Bond Requirements
- Research F.S. 218 (Prompt Payment Act), 713.01(26) (Mechanic Liens), 47.025 (Venue), 768.28 (Sovereign Immunity), 119 (Public Records) and 112-Part III (Ethic)
- Draft/Revise DAC Air Conditioning Agreement
- Draft/Revise Unlimited Roofing Services Agreement
- Review Decon Environmental & Engineering, Inc. Agreement
- Review for revisions to the Stormwater Utility Fees Ordinance
- On-going preparation for Agreement with Bal Harbour for Force Main Project

**Police Department:**

- ATS Re: Shortfalls/extension of the Agreement

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



1. On September 1, 2013, a resident was walking on the north most sidewalk in the 200 block of 93<sup>rd</sup> Street when she tripped on a raised portion of the sidewalk and fell to the ground. The Surfside Police Incident Report indicates the resident sustained a contusion on her right elbow and abrasions to her chin and both knees. FMIT currently is analyzing the issue of comparative negligence and continues its investigation.
2. On August 28, 2013, a resident fell in the rear of CVS (9578 Harding Avenue). The resident claims she tripped on an uneven section of the sidewalk behind the store and hurt her right knee and right hand. Resident completed therapy. FMIT advised that the resident's attorney is still waiting on final medical billings. Settlement negotiations on-going.

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

1. Donald McGavern vs. Surfside, State of Florida Office of the Judge of Compensation Claims, OJCC Case NO. 14-007583RJH. Claimant, McGavern filed an appeal of a denial of his Workers' Compensation Claim. Discovery is on-going.
2. Pieter Bakker vs. Town Of Surfside, a municipal corporation of the State of Florida and Young Israel of Bal Harbour, Inc. On May 30, 2012, Pieter Bakker filed a complaint in State Court against the Town which alleges counts against the Town including contract zoning, Charter violations, and a request for a writ of certiorari to quash Resolution 12-Z-2078 approving a Site Plan Application to permit Young Israel to build a synagogue on 9580 Abbott Avenue. On September 30, 2013, the Court ordered this matter to be transferred to the Appellate Division. Petitioner, Mr. Bakker filed an Amended Petition for Writ of Certiorari and De Novo Complaint and a Motion for Summary Judgment. The Appellate Division issued an order for the Town and Young Israel to show cause why the Petition for Writ should not be granted. The Town filed a Motion to Dismiss the Amended Petition for Writ of Certiorari and De Novo Complaint. The Court issued an order for Respondents (the Town and Young Israel) to address various jurisdictional issues. The Town filed a jurisdictional brief and responded that Mr. Bakker failed to invoke the Circuit Court's Appellate jurisdiction in a proper fashion with respect to the claim for certiorari relief and that the Appellate Division of the Circuit Court is entirely without jurisdiction to consider evidence and adjudicate the

claims. Mr. Bakker filed a motion seeking leave to amend and proposed a new Count III directed against the Town. The new Count III seeks to invalidate Resolution 12-Z-2078 on grounds that the Town's approval of the Young Israel site plan violated Section 4 of the Town Charter. Young Israel and the Town filed a motion requesting that Mr. Bakker's request for leave to amend the pleadings be denied. The Court has entered an Order indicating that it would not be expediting its review of the pending matters. Accordingly, the parties are now waiting for the Court to issue an Order on all pending claims and all pending defenses.

**Legal Matter not covered by FMIT:**

Pieter Bakker and Shirley Bakker vs. Town of Surfside. Case No. 14-1026, Division of Administrative Hearings, State of Florida (“DOAH”). Mr. and Mrs. Bakker filed a Petition for Formal Administrative Hearing and seek to have the Comprehensive Plan Amendment adopted by Ordinance No. 2014-1613 rejected as failing to be “in compliance” with Chapter 163, Florida Statutes. The Administrative Law Judge heard this matter on April 17, 2014 in the Town Hall Chambers. On August 27, 2014, the State of Florida Department of Economic Opportunity entered a Final Order determining that the Comprehensive Plan Amendments adopted by Ordinance No. 2014-1613 are in compliance.

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



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

1. **Planning and Community Development**—In August 2012, the Shul submitted a site plan application for an expansion. The application was heard and unanimously approved at the February 27, 2014 Planning and Zoning Board meeting and will be heard at a future Special Town Commission meeting. Per the discussion at the Planning and Zoning Board meeting, staff has requested that an independent traffic engineer review the package. Results of the analysis will be reported in the site plan report. Staff has also prepared a modification to the parking trust fund which institutes a cap on the number of spaces a business may buy into the fund. This ordinance was approved at first reading by the Town Commission and recommended by the Planning and Zoning Board for approval to the Town Commission. The Miami-Dade Historic Preservation Board notified property owners along Collins Avenue that its staff have identified properties with potential historic significance. The Board instituted a moratorium on building permits until the Board could have a hearing and determine if the structures would be deemed historic. If a designation is instituted, then the property owners will have limited options for their properties. Furthermore, the County staff was not aware of any of the projects the Town is exploring, such as new zoning criteria for the block between Collins and Harding Avenues or the potential for a parking structure. Town planning staff attended the Historic Board meeting on June 18, 2014 to request a six month deferral of a decision by the Board so that the Town could work with County staff. The Board granted a three month deferral and Town staff has begun coordinating efforts with the County Staff. The Town has coordinated a public meeting for September 10, 2014. At the start of the fiscal year, planning staff will commence an analysis on the zoning criteria for the block between Collins Avenue and Harding Avenue. Staff continues to answer approximately 85-100 zoning questions monthly and reviews permit applications.
  
2. **Information Technology & TV Broadcasts** - The new laptops for the Police Department have been configured and deployed. The automated arrest form access has been set up through the VPN to allow the mobile units to process arrest forms per Miami-Dade County requirements. Public Works was able to clear the conduit into the Town Hall building, and AT&T ran the fiber for the Metro Ethernet circuit on August 26th, and IT will be following up with AT&T to schedule an install date for the new internet circuit. Upgrades to the broadcasting equipment in the Chambers Room have been put on hold. Two surveillance cameras were installed at 96th Street Park and the 3rd is currently on back-order. The emergency analog phone lines for the Police Department dispatch have been installed and tested as of August 26th.

3. **Public Utilities / Engineering – Public Utilities / Engineering** – The 1 year warranty video of the sanitary sewer mains has commenced and is approximately 90% complete. The engineers are now reviewing the videos and noting any required corrections or repairs. The repairs will be completed by the Contractor at no cost to the Town.

**Funding Summary –**

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

**\*Request # 3 has been submitted for the full \$9,312,881**

4. **Town-Owned Seawall Repair** – This item is being presented as an agenda item. CGA is presenting the Value Engineering options as negotiated with Pac Comm, Inc. and requesting direction from the Town Commission.
5. **Biscaya Island Drainage Project** – Town Staff will undertake this work effort and has commenced with activities on this project by way of delivery of material(s) to the site. Construction is anticipated to commence the week of 09/02/14. Project completion is estimated to be sixty (60) calendar days or the week of November 3<sup>rd</sup>.



**TOWN OF SURFSIDE  
PENSION BOARD MEETING**

Thursday, June 19, 2014 – 2:00 p.m.

9293 Harding Avenue - Town Hall - Chambers

**MINUTES**

**Pension Board Members**

Michael K. Feldman, Chair  
N. Abraham Issa  
Michael P. Crotty  
Sgt. Julio E. Torres  
Yamileth “Yami” Slate-McCloud

**Town of Surfside Consultants**

Alyce Jones, A.M. Jones – C.P.A., P.A.  
Burgess Chambers, Burgess Chambers & Associates  
Grant McMurry, ICC Capital Management  
Larry Wilson, Gabriel, Roeder, Smith & Company  
Robert Klausner, Esq, Klausner & Kaufman  
Donald Nelson, Finance Director  
Mayte Gamiotea, Third Party Administrator  
Frantza Duval, Recording Clerk

**1. Call to Order and Roll Call**

The meeting called to order by the Chair, Michael Feldman at 2:04pm.

Pension Board members noted above were present. A quorum was established.

Also in attendance are the above noted consultants with the exception of Donald Nelson, Finance Director. Frank Wan attended on behalf of Burgess Chambers & Associates and Adam Levison of Klausner & Kaufman.

Larry Wilson entered the meeting at 2:16pm.

Sgt. John Davis was also present for the meeting.

**2. Approval of Minutes**

a. Regular Pension Board Meeting – *February 18, 2014*

**MOTION:**

The Town of Surfside Pension Board recommended approval of the February 18, 2014 minutes of the Regular Pension Board meeting. Yamileth Slate-McCloud moved; Julio Torres seconded. The motion passed unanimously.

**3. Agenda Additions and Deletions**

Mayte Gamiotea brought to the Board's attention an additional invoice from Julio Torres in the amount of \$243.15 for travel expense to the Klausner conference in March.

**MOTION:**

The Town of Surfside Pension Board recommended approval of the addition of the invoice from Sgt. Julio Torres. Yamileth Slate-McCloud moved; Abraham Issa seconded. The motion passed unanimously.

Ms. Mayte Gamiotea also requested to include Sgt. John Davis's calculation for retirement as a discussion item on the agenda.

**MOTION:**

The Town of Surfside Pension Board recommended approval of the addition of Sgt. John Davis's calculation for retirement as a discussion item on the agenda. Abraham Issa moved; Yamileth Slate-McCloud seconded. The motion passed unanimously.

**4. Public Participation**

None

**5. Reports and Updates**

a. Burgess Chambers & Associates

- Reports: Investment Performance Quarter Ending March 31, 2014  
Frank Wan presented the report for the employee retirement plan.

Frank recommends looking into private real estate and master limited partnership and to stay away from hedge funds for now.

Frank Wan recommended – Westwood, an employee benefit trust, master limited partnership company. They would be able to offer the Town a greater net return that would be tax exempt.

Frank Wan has also identified some real estate investors.

The Town of Surfside Pension Board agreed into having additional presentations from Burgess Chambers & Associates regarding asset classes and bringing in a program analysis with proposed changes to the IPS that would highlight changes to the recommend model and provide what the models would look like with a few managers present.

Chair, Michael Feldman would like to move forward the item and advised that the Board would rely on Burgess Chambers & Associate's expertise to provide the prospective firms.

b. ICC Capital Management

- Reports: Investment Review for Quarter Ending: March 31, 2014  
Grant McMurry provided a brief overview on the investment review for quarter ending March 31, 2014
- Informational letter for ICC Annual Disclosures March 3, 2014  
Grant McMurry provided, as a part of the agenda packet, ICC's Annual Letter of Disclosure, dated March 3, 2014
- Informational letter in Quantitative Strategies Group June 11, 2014  
Grant McMurry provided, as a part of the agenda packet, their Quantitative Strategies Group, dated June 11, 2014.
- ICC – Portfolio Appraisal as of May 31, 2014  
Grant McMurry provided, as a part of the agenda packet, ICC's Portfolio Appraisal, dated May 31, 2014.

c. Klausner & Kaufman

Adam Levinson advised the Board that the majority of the retirement plans in Florida are at a 7.50% return.

Adam Levinson also reminded the Board to submit the form one financial disclosure forms by July 1, 2014

Sgt. John Davis was present for the Pension Board meeting and was acknowledged by the Board.

The concern that was presented to the Pension Board was related to the multiplier rate regarding buyback for Police Officers employed during October 1, 1996. The multiplier used was 2.5% and Sgt. Davis thought it would be 3.5%.

Larry Wilson (Gabriel Roeder) advised that the multiplier is one of the issues. Sgt. John Davis disputes that he was a sergeant and not a police officer. Yamileth Slate-McCloud advised that according to the Town Ordinance, there are only two groups: general employees and police officers. Sgt. John Davis' title would be listed as a police officer.

Alyce Jones stated that she has verified Larry Wilson's calculation on the multiplier rate (utilized 2.5%).

Sgt. John Davis advised that his pension wasn't calculated on the correct rate of pay for his three highest years.

Sgt. John Davis said he will re-visit the specified calculations based on his salary and will, in writing, submit the information to Town staff and Larry Wilson.

**MOTION:**

The Town of Surfside Pension Board recommended approval to accept the actuarial computation of 2.5% multiplier in connection with Sgt. John Davis' pension calculation. Abraham Issa moved; Yamileth Slate-McCloud seconded. The motion passed unanimously.

**MOTION:**

The Town of Surfside Pension Board recommended approval to accept Sgt. John Davis' application for retirement based the actuary's current computation subject to correction based on Sgt. John Davis providing material if re-computation is needed. Yamileth Slate-McCloud moved; Julio Torres seconded. The motion passed unanimously.

d. A.M. Jones, C.P.A., P.A.

- Reports: Comprehensive Financial Statement Fiscal Year Ending 9/30/2013
- Management Representation Letter – May 22, 2014

Alyce Jones presented the Comprehensive Financial Statement for Fiscal Year Ending September 30, 2013.

Chair Michael Feldman inquired if the deficiencies listed on page 71 have been corrected. Alyce Jones advised that they will be corrected. The deficiencies were due in part to the investment report. The calculation for 2013 needed to be re-calculated. Mayte Gamiotea will work with Alyce Jones on the item.

**MOTION:**

The Town of Surfside Pension Board recommended approval of the Comprehensive Financial Statement Report (CAFR). Abraham Issa moved; Yamileth Slate-McCloud seconded. The motion passed unanimously.

e. Gabriel Roeder Smith & Company

- Reports: Actuarial Report, Fiscal Year Ending 9/30/2013

Larry Wilson presented the Actuarial Report for fiscal year ending September 30, 2013.

The 2013 funding ratio of smooth actuarial asset was 89.4.

The 2014 funding ration of smooth actuarial asset is 89.6.

Larry Wilson will re-issue the report with the recommended changes:



1. The Pension Board advised Larry Wilson to remove from the report the interest related to the Town's payment as it will be done on October 1.
2. The footnote on page 16 to be corrected to reflect the amount of member contribution to be \$142,583
3. Item number 2 on page 17 to include the phrase "settlement agreement".

The Town of Surfside Pension Board wants the D.R.O.P program to be brought back to the next meeting.

**MOTION:**

The Town of Surfside Pension Board recommended approval of Gabriel Roeder's report made by Larry Wilson with the amendments. Michael Crotty moved; Yamileth Slate-McCloud seconded. The motion passed unanimously.

- Informational – Top 10 GASB 67 & 68 Action Steps  
Larry Wilson provided, as a part of the agenda packet, information regarding the Top 10 GASB 67 & 68 Action Steps.

**6. Administrator**

a. DROP Election for Employees

- Gaspar Matos – Effective January 1, 2014 (Election: 50% Joint)
- Alfred Cooper – Effective January 1, 2014 (Election: 100% Joint)
- Hector Perez – Effective January 1, 2014 (Election: 50% Joint)

**MOTION:**

The Town of Surfside Pension Board recommended approval of the DROP Election for the aforementioned Town employees. Michael Crotty moved; Yamileth Slate-McCloud seconded. The motion passed unanimously. The calculation were prepared by Gabriel Roeder Smith

b. Refunds of Contributions:

- |                                     |             |
|-------------------------------------|-------------|
| • Ronald Gerlin – Term: 9/7/2012    | \$16,300.26 |
| • Carol Sawaya – Term: 2/18/2014    | \$1,494.90  |
| • Jenorgen Guillen – Term: 3/7/2014 | \$2,989.61  |
| • Linda Jain – Term: 4/21/2014      | \$3,642.45  |
| • Sarah Johnston – Term: 5/27/2014  | \$6,832.44  |

**MOTION:**

The Town of Surfside Pension Board recommended approval to payout the refund contribution to the aforementioned Town employees. Yamileth Slate-McCloud moved; Michael Crotty seconded. The motion passed unanimously.

- c. Affidavit of life for Retiree – Returned twice to bank incomplete

- Ronald Browning-deceased on June 21, 2012 (I recommended to the bank to stop benefit payments of May 1, 2014, until further notice)

**MOTION:**

The Town of Surfside Pension Board recommended approval to have the Town Police Department to investigate further into the matter of paid benefits concerning the deceased Ronald Browning. Yamileth Slate-McCloud moved; Julio Torres seconded. The motion passed unanimously.

- d. 2013 Annual Report to the State (Municipal Police & General fund)  
Mayte Gamiotea has completed the report. Alyce Jones will review the report and submit it to Chair, Michael Feldman to sign and submit after review.

**MOTION:**

The Town of Surfside Pension Board recommended approval of the annual report to the State for Alyce Jones to review and Michael Feldman, Chair to sign and submit after review. Yamileth Slate-McCloud moved; Michael Crotty seconded. The motion passed unanimously.

**7. Approval of Invoices**

- a. A.M. Jones, C.P.A., P.A.
  - Invoice

Pending

**MOTION:**

The Town of Surfside Pension Board recommended approval of Alyce Jones invoice in the amount of \$8,498.40. Yamileth Slate-McCloud moved; Michael Crotty seconded. The motion passed unanimously.

- b. Burgess Chambers & Associates, Inc.
  - Invoice #14-77 3/4/2014
  - Invoice #14-164 6/2/2014

\$ 5,000.00  
\$ 5,000.00  
 \$ 10,000.00

**MOTION:**

The Town of Surfside Pension Board recommended approval of Burgess Chambers & Associates, Inc invoice. Michael Crotty moved; Yamileth Slate-McCloud seconded. The motion passed unanimously.

- c. Gabriel Roeder Smith & Company
  - Invoice #122689 4/7/2014

\$ 4,995.00

**MOTION:**

The Town of Surfside Pension Board recommended approval of Gabriel Roeder Smith & Company's invoice. Michael Crotty moved; Yamileth Slate-McCloud seconded. The motion passed unanimously.

- d. ICC Capital Management
- Invoice #57533660 4/4/2014 \$ 8,373.26

**MOTION:**

The Town of Surfside Pension Board recommended approval of ICC Capital Management's invoice. Yamileth Slate-McCloud moved; Michael Crotty seconded. The motion passed unanimously.

- e. Klausner & Kaufman
- Invoice #15549 2/28/2014 \$ 1,790.00
  - Invoice #15647 3/28/2014 \$ 165.50
- \$ 1,955.50

**MOTION:**

The Town of Surfside Pension Board recommended approval of Klausner & Kaufman's invoice. Michael Crotty moved; Yamileth Slate-McCloud seconded. The motion passed unanimously

- f. Jenorgen Guillen
- Invoice #14-J02 3/17/2014 \$ 90.00

**MOTION:**

The Town of Surfside Pension Board recommended approval of Jenorgen Guillen's invoice. Yamileth Slate-McCloud moved; Michael Crotty seconded. The motion passed unanimously

- g. SunTrust Bank
- Invoice #256435 5/2/2014 \$ 4,807.36

**MOTION:**

The Town of Surfside Pension Board recommended approval of SunTrust Bank's invoice. Yamileth Slate-McCloud moved; Michael Crotty seconded. The motion passed unanimously.

- h. Mayte Gamiotea
- Invoice #14-02 June 16, 2014 \$ 3,825.00

**MOTION:**

The Town of Surfside Pension Board recommended approval of Mayte Gamiotea's invoice. Michael Crotty moved; Yamileth Slate-McCloud seconded. The motion passed unanimously.

- i. Yamileth Slate-McCloud
- Invoice #14-001 4/2/2014 \$ 120.11

**MOTION:**

The Town of Surfside Pension Board recommended approval of Yamileth Slate-McCloud's invoice. Michael Crotty moved; Julio Torres seconded. The motion passed unanimously.

j. Julio Torres

**MOTION:**

The Town of Surfside Pension Board recommended approval of Julio Torres' invoice in the amount of \$243.15. Michael Crotty moved; Yamileth Slate-McCloud seconded. The motion passed unanimously.

**8. New Business**

None

**9. Trustees' Comments/Concerns**

None


**10. Next Regular Scheduled Meeting Date**

- **August 19, 2014 (Tuesday) @ 2:00pm**

**11. Adjournment**

There being no further business to come before the Board, the meeting adjourned at 6:08pm.

Accepted this 19 day of August, 2014

  
\_\_\_\_\_  
Michael Feldman

Attest:  
  
\_\_\_\_\_  
Frantza Duval  
Recording Clerk



**TOWN OF SURFSIDE  
PLANNING AND ZONING BOARD  
AND  
DESIGN REVIEW BOARD  
MINUTES  
JUNE 26, 2014  
7:00 PM**

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

**DESIGN REVIEW BOARD**

**1. CALL TO ORDER**

Chair Lindsay Lecour called the meeting to order at 7:01 pm.

**2. ROLL CALL**

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

**3. APPROVAL OF MINUTES: May 29, 2014**

Review Board Member Gutierrez made a motion to approve. The motion received a second from Vice Chair Kligman and all voted in favor with Board Member Rubenstein and Design and Review Board Member Weiss absent.

**4. DESIGN REVIEW BOARD APPLICATIONS:**

**A. Request of the Owner of Property located at 908 88 Street**

The applicant is requesting to demolish the existing house and build a new two story single family residence.

Town Planner Sarah Sinatra presented the item. Mr. Molina representing the applicants gave a presentation with details and visuals of the proposed structure. The Board was very pleased with the design of the house and thought it was very well done.

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

1. Correct the height of the structure
2. Submit an engineering analysis

The motion received a second from Board Member Gutierrez and all voted in favor with Board Members Rubenstein and Weiss absent.

**B. Request of the Owner of Property located at 9494 Harding Avenue**

The applicant is requesting to install a new permanent sign.

Town Planner Sarah Sinatra presented the item. Applicant Mr. Cesar Sanchez spoke on the item.

Board Member Glynn made a motion to approve. The motion received a second from Board Member Castellanos and all voted in favor with Board Members Rubenstein and Weiss absent.

**5. ADJOURNMENT.**

There being no further business to come before the Design and Review Board the meeting adjourned at 7:13 p.m.

**PLANNING AND ZONING BOARD**

**1. CALL TO ORDER**

Chair Lindsay Lecour called the meeting to order at 7:13 pm.

**2. ROLL CALL**

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

**3. APPROVAL OF MINUTES: **May 29, 2014****

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

#### 4. ORDINANCE-

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHATER 90 “ZONING”; AND SPECIFICALLY AMENDING SECTION 90.2 “DEFINITIONS”; AMENDING SECTION 90-19.7 TO EXEMPT ROOFTOP PHOTOVOLTAIC SOLAR SYSTEMS FROM PLANNING AND ZONING BOARD REVIEW AND TO FOLLOW DESIGN GUIDELINES; AND CREATING SECTION 90-50.3 “ROOFTOP PHOTOVOLTAIC SOLAR SYSTEMS” TO PROVIDE REGULATIONS OF ROOFTOP PHOTOVOLTAIC SOLAR SYSTEMS; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF OR ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR INCLUSION IN THE SURFSIDE CODE OF ORDINANCES, AND PROVIDING FOR AN EFECTIVE DATE.**

Recording Clerk Frantza Duval read the ordinance. Town Planner Sarah Sinatra presented the item.

There was some discussion regarding an array of panels on a roof and how it would be viewed by neighbors.

Board Member Glynn made a motion to move to the Commission. The motion received a second from Board Member Castellanos and all voted in favor with Board Member Rubenstein absent.

#### 5. DISCUSSION ITEMS:

**A. Sign Code** – Town Manager Sarah Sinatra gave an update on the issue and presented an in depth result of the joint meeting with the Commission. Ms. Sinatra also gave a power point presentation showing various types of signs, those in compliance and those that are non-conforming. There was some discussion regarding the color of illumination and the Board agrees the lighting should be a warm white. Board Member Glynn suggested that Building Official Ross Prieto contact various lighting companies and ask if any of them would be willing to do an analysis and test for the town to have a better understanding of what it would look like. Vice Chair Kligman suggested that we get an estimated cost in volume, a city price, to achieve uniformity with the tenants reimbursing the city.

Also discussed were TV screens inside the business as well as upper floor signage. The amortization schedule was mentioned. Building Official Prieto also gave some insight on the issue.

Chair Lecour thanked Ms. Sinatra for a very detailed presentation and update.

**B. Ten percent windows on each story**



Town Planner Sinatra presented the issue and the solution.

**C. Parking Trust Fund**

Town Planner Sinatra gave an update as to what was discussed at the Commission Meeting and said something will be prepared for the July meeting.

**D. Future Agenda Items**

Mayor Lecour felt that the potential future development of zoning areas H30 and H40 are a top priority. Town Manager Crotty suggested that this item be presented in a form of a motion so it could go forward in the next budget.

Board Member Glynn made a motion that the H30 and H40 zoning districts be prioritized and included in the 2014/2015 budget. The motion received a second from Board Member Castellanos and all voted in favor with Board Member Rubenstein absent.

Board Member Glynn brought up a future item regarding new construction of homes and the rising water levels which the town will eventually face.

**6. REPORT OF PERMITS ISSUED FOR THE MONTH OF MAY 2014.**

Building Official Prieto gave an updated report.

Town Manager Crotty have an update on the parking study as well as the second story of the community center. Board Member Glynn wanted to go on record stating he did not think we could build a second story to the community center without addressing the parking deficiency and would vote against the expansion of the center unless a parking lot is built with it as a package.

**7. ADJOURNMENT.**

There being no further business to come before the Planning and Zoning Board, the meeting adjourned at 8:19 p.m.

Accepted this 31 day of July, 2014

Attest:

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

  
Chair Lindsay Lecour  
Vice Chair Jacob Kligman



## TOWN OF SURFSIDE

MUNICIPAL BUILDING  
9293 HARDING AVENUE  
SURFSIDE, FLORIDA 33154-3009

Community Center Expansion Committee

### MEETING

7:00 pm

Monday July 7, 2014

Town Hall Commission Chambers

9293 Harding Avenue

### MINUTES

1. Roll Call of Committee Members

The meeting was called to order by Duncan Tavares at 7:15pm

**Also in attendance:** Alberto Aguirre, Barbara Cohen, Sandra Argow, Eliana Salzhauer, Shlomo Danzinger, Marta Olchyk, Parks and Recreation Commission Liaison, Linda Miller, Town Attorney, Marty Anon Jr, Assistant Town Attorney, Arnie Notkin. Ross Prieto, Building Official, Tim Milian, Parks and Recreation Director, Joel Baum, Duncan Tavares, TEDACS Director, Vice-Mayor Eli Tourgeman, Commissioner Michael Karukin, Barbara McLaughlin, resident

2. Approval of June 16, 2014 Meeting Minutes

Barbara Cohen made a motion to approve the minutes; Retta Logan seconded the motion. The motion passed unanimously. The minutes were approved.

3. Update on capacity to support a second story

Ross Prieto advised that the community center is not fully designed as a two story building. He advised that there is no loading criteria, but there is an increased foundation criteria. The current community center can hold a second floor, but as to what can be added is another issue.

Eliana Salzhauer wants to start with what the second story can hold.

She also wants the Town Attorney to look at the contract with Calvin Giordano & Associates again because she was under the impression that the design of the second story was included in the original contract/plan.

Eliana Salzhauer wants someone from Calvin, Giordano & Associates to be at the next meeting.

Ms. Salzhauer stated that before any money is spent the capacity loaded is needed.

4. Prioritize wish list for second story (previous surveys)

It was advised that constructing the L-Shape would cost more money and would be more construction time.

If the L-shape is considered then the construction time expands to a year and half.

The Board shared the following items that they would like to see included on the second floor:

Retta Logan – elevator, stairs, multi-purpose room, bathrooms, kitchen area, game room (ping pong, foosball, storage, l-shape can be an extra room.

Joel Baum - activity room (multi-purpose room, mini theater, c computer room)

Alberto Aguirre – wouldn't change anything about the community center.

Barbara Cohen – bathrooms, dividing rooms (multi-purpose), commercial kitchen, balcony

Sandra Argow – game room (adults/children – pinballs, bowling alley, card tables, board games, adult education classes (computer, smart phones, social media), painting, dancing, arts & crafts, lending library, hired fitness instructors with equipment.

Eliana Salzhauer– flexible programming space, movable spaces, movable floors, stairs, bathrooms, game room for kids on the ground floor, adult game room second floor, adult only space, computer lab, Wi-Fi, audio visual museum, pool deck lighting.

Shlomo Danzinger – multipurpose room, game room first floor, kitchen, bathroom, and l-shape should be considered as outdoor deck.

Marta Olchyk – multi-purpose room, kitchen, practical items

Arnie Notkin– bowling alley, ice-skating, handi-cap programming

Barbara McLaughlin – museum

Karukin – reading area/lounge

Commissioner Karukin will create a preference survey for the residents.

Eliana Salzhauer suggested that the survey begin by asking if the residents are happy with the current community center. Eliana also suggested having the timeframe for the closure of the community center be included in the survey.

Duncan Tavares suggested looking into a vending library company.

The results from the survey will be available by August 1, 2014.

5. Temporary “housing” of existing programs during construction

Tim Milian advised that an agreement can be set up with other municipalities such as Miami Shores, as it has been done in the past.

6. Action Item

7. Next meeting date reminder ~ August 18 at 7:00pm (July 4 Community Survey Results)

8. Community Input

9. Meeting Adjournment

Barbara Cohen made a motion to adjourn the meeting; Retta Logan seconded the motion.

The motion passed unanimously. The meeting ended at 8:32pm.

Accepted this 21 day of August, 2014

Retta Logan  
Member (Print)

[Signature]  
Signature

(Attest)  
[Signature]  
Frantza Duval  
Recording Clerk



## TOWN OF SURFSIDE

MUNICIPAL BUILDING  
9293 HARDING AVENUE  
SURFSIDE, FLORIDA 33154-3009

### PARKS AND RECREATION ADVISORY COMMITTEE MEETING

8:00 pm

Monday July 7, 2014

Town Hall Commission Chambers  
9293 Harding Avenue

### MINUTES

1. Roll Call of Committee Members

The meeting called to order by Retta Logan at 8:38pm.

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

Veronica Lupinacci is absent with regrets.

2. Approval of minutes from 6/16/14

Eliana Salzhauer made motion to approve the minutes; Sholmo Danzinger seconded the motion. The motion passed unanimously. The minutes were approved.

3. Community Input

Eliana Salzhauer wanted to know the update on the turtle lighting. Town Manager advised that it is still being looked into.

Eliana Salzhauer enjoyed the 4<sup>th</sup> of July event. Her only issue was the fireworks. Eliana doesn't feel like the Town should pay for the fireworks if Bal Harbor is going to have fireworks as well.

Arnie Notkin thanked the Parks and Recreation Department for the Veterans Day and the 4<sup>th</sup> July programs.

4. Meeting Adjournment

Eliana Salzhauer made a motion to adjourn the meeting; Shlomo Danzinger seconded the motion. The motion passed unanimously. The meeting ended at 8:49pm.

Accepted this 21 day of Aug, 2014

Retta Logan  
Member (Print)

[Signature]  
Signature

Attest:

[Signature]  
Frantza Duval  
Recording Clerk





**TOWN OF SURFSIDE**  
**Tourist Board Meeting**  
Monday July 7, 2014 – 6:00 p.m.  
Town Hall Commission Chambers  
9293 Harding Avenue, 2<sup>nd</sup> Floor  
Surfside, FL 33154

**MINUTES**

**Tourist Board Members**

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

**Town of Surfside**

Eli Tourgeman, Vice Mayor / Commission Liaison  
Duncan Tavares, TEDACS Director  
Frantza Duval, Recording Secretary

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

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

The meeting was called to order by Duncan Tavares at 6:07pm.

**Also in attendance:** Linda Miller, Town Attorney, Manny Anon Jr, Assistant Town Attorney, Michael Crotty, Town Manager, Barbara McLaughlin, Resident.

Michelle Kligman is absent with regrets.  
Dr. Elizabeth Levine chaired the meeting.

**II. Approval of June 9, 2014 Meeting Minutes**

Barbara Cohen made a motion to approve the minutes as amended; Sandra Argow seconded the motion. The minutes were approved unanimously as amended.

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

Duncan Tavares advised that some of the businesses are falling into the same pattern of not submitting their resort tax in a timely manner. Elizabeth Levine and Sandra Argow inquired if there is something that the Board can do to assist in this matter and inquired as to how many notices are being sent out. Duncan Tavares advised that several notices are sent out to the businesses before they are sent to a Special Magistrate for non-compliance. Joel Baum suggested the notification letters include an auditing provision for non-compliance. The Vice Mayor stated that the previous Tourist Board also supported a stronger worded compliance letter and process. Duncan Tavares will advise the Finance Department.

**IV. Holiday Lights Proposal Presentation ~ Randy Meyerson / Miami Christmas Lighting**

Randy Meyerson gave a presentation on the holiday lights for downtown as directed by the Tourist Board at their last meeting. He advised that the cost to wrap the medjools without the fronds would be approximately \$25-\$30,000.

Elizabeth Levine inquired if the quote was negotiable and was advised that MCL can offer an additional 3% off of the already discounted listed price. She also inquired if the Board has available funds to cover the cost now. Duncan Tavares advised that the funds are available.

The decorated tree lights would be strictly for the Harding Avenue business district between 96<sup>th</sup> and 94<sup>th</sup> Streets. The final cost, per year, for 74 medjools and 24 sable trees (to include the crowns) including the additional 18% off would be \$38,478.00. Duncan Tavares will work with MCL to finalize the agreement and will have the Town Manager execute the agreement. It will include the Board's request of the optional clause for the expanded timeframe to be included in the agreement.

Barbara Cohen made a motion to approve the cost for the Holiday Lights; Sandra Argow seconded the motion. The motion passed unanimously.

**V. Tourist Board Mission Statement ~ Chair Michelle Kligman**

Barbara Cohen made a motion to defer the item until the next meeting due to the Chair's absence; Joel Baum seconded the motion. The motion passed unanimously.

**VI. Table Cloth ~ Duncan Tavares, TEDACS Director**

Duncan Tavares advised that the cost for a new cloth would range from \$350-\$400 and would take a few weeks to produce. The current Tourist Board cloth is blue, includes the Town seal, and has "Tourist Board" inscribed in the seal. Vice-Mayor Tourgeman advised that if the Board has a cloth then it needs to be utilized more. Duncan Tavares advised that the current cloth may not be up to the expectation of the Board. He will bring the cloth to the next meeting.

Barbara Cohen made a motion to defer the item until the next meeting; Sandra Argow seconded the motion. The motion passed unanimously.

**VII. Upcoming Town Commission Discussion Item Regarding Resort Tax ~ Duncan Tavares, TEDACS Director**

Duncan Tavares advised that Commissioner Karukin submitted a memo, to be included in the Commission packet for the upcoming Town Commission meeting, to cap the amount the Tourist Board receives from the Resort Tax funds. The Board feels rushed on the item as they have not had the time to discuss the matter as a new Board before the Town Commission addresses this item the next night. Vice-Mayor Tourgeman suggested that the Board send a written note to the Town Commission about their stance on the issue. The Board directed the Commission Liaison, Vice-Mayor Tourgeman, and the Director, Duncan Tavares, to object to the cap. Elizabeth Levine wants to Duncan Tavares to bring this item back to the next meeting for further discussion.

**VIII. Orientation III ~ Duncan Tavares, TEDACS Director**

**- FY 13/14 Recap & FY 14/15 Tourism Plan**

Due to a lack of time, as the joint meeting with the Parks & Rec Committee on the Community Center Expansion needed to begin, Barbara Cohen made a motion to defer the item; Sandra Argow seconded the motion. The motion passed unanimously.

**IX. Community Center joint meeting with the Parks & Recreation Department ~ TIME CERTAIN 7:00PM**

**X. Next Tourist Board Meeting: Monday August 4 , 2014 at 6:00pm**

**XI. Next Community Center joint meeting with the Parks & Recreation Department: Monday August 18, 2014 at 7:00pm**

**XII. Public Comment**

**XIII. Adjournment**

Sandra Argow made a motion to adjourn the meeting; Joel Baum seconded the motion. The motion passed unanimously. The meeting ended at 7:08pm.

Accepted this 11<sup>th</sup> day of August, 2014

Elizabeth M. Levine  
Member (Print)

[Handwritten Signature]  
Signature

Attest:  
[Handwritten Signature]  
Frantz Duval  
Recording Clerk



**Town of Surfside  
Sand Project Community Monitoring Committee Meeting  
July 21, 2014**

**7 p.m.**

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

## **MINUTES**

### **Committee Members**

Joe Benton  
Juan Borges  
Lee Gottlieb  
Marianne Meischeid  
Jeffrey Platt  
David Raymond  
Scott Stripling

#### **1. Opening**

##### **A. Call to Order by Chair Jeffrey Platt**

The meeting was called to order by Chair, Jeffrey Platt at 7:06pm.

##### **B. Roll Call of Members**

All the above listed members are present with the exception of Scott Stripling.

Scott Stripling is absent with regrets.

**Also in attendance:** Michael Crotty, Town Manager, Joseph Kroll, Public Works Director, Ross Prieto, Building Official, Mayor Daniel Dietch, Vice Mayor Eli Tourgeman, Commissioner Michael Karukin, Michelle Kligman, Joseph Graubart, Dr. Stephen Leatherman, Dr. Chris Teaf, Alex Front, Surfside Residents

#### **2. Approval of Minutes**

Marianne Meischeid made a motion to approve the minutes with her additional email attachments, dated July 21, 2014.

The Town Manager commented on the attachment and indicated that the word "positive" should be replaced with the word "detected" on the following two bullet points:

- The results from "A" samples (Hard Pack) showed: Positive "TCLP" LEAD LEACHABILITY in all three "A" Samples. (96th St, 90th St, 87 Terr).

- The results from "B" samples (Mid-Beach Renourished Sand) showed: Positive "TCLP" LEAD LEACHABILITY at the 96th St. Negative at 90th St & 87 Terr.

Ms. Meischeid had no objection for the substitution of "detected". The Town Manager further stated that he recording of the July 1 meeting indicates that Mr. Front did state that the detected lead levels were insignificant.

David Raymond seconded the motion. The motion passed unanimously. The minutes were approved.

### **3. Update: Sunshine Law and Public Records**

Michael Crotty reminded the Board about the Sunshine Law. All Board members cannot click "Reply-All" on an email. It is recommended that the Board members communicate with Town Staff and the Consultants directly if they have any questions or need clarification on an item.

### **4. Test Protocol – Dr. Christopher Teaf**

Town Manager advised that all testing from Miami Dade Health Department, DERM, etc., show that the arsenic level are within the normal natural occurring levels on the beach.

The residents feel that the only acceptable levels of arsenic are the residential default rate.

Additional testing will only produce the same test results.

Chair Jeffrey Platt suggested hearing from Dr. Leatherman's take on the situation first.

Dr. Teaf suggested taking 60 samples at 38 locations. (10 off site, 16 in the dunes, and 34 beach samples). As outlined in his report entitled "Sand Sampling & Chemical Analysis Plan".

Dr. Teaf advised that the cost for the testing will range from \$60,000-\$75,000.

Monica Grandeze suggested that the samples be split for testing by the Town and the residents.

Tina Paul inquired if the Town can host a special election to vote on the issue of the sand, especially if tax payer's money is being used.

The turnaround time for test results can be weeks.

Jeffrey Platt inquired who will be providing the money to pay for additional testing.

The board would like to know the total cost for testing prior to it being done.

Juan Borges made a motion to direct staff comeback with three proposals for engineering that are qualified to collect samples, while implementing Dr. Teaf's testing protocol and to explore fund sourcing for the testing; David Raymond seconded the motion. The motion passed unanimously.

**5. Presentation by Dr. Stephen Leatherman**

**6.**

**A. Sieve Testing Results**

Dr. Leatherman did not have a chance to complete the testing as he was out of the country. He will have the results available at the next meeting.

**B. Sand Beach Compatibility**

**C. Other issues**

Dr. Leatherman advised of beach scraping programs. The top of foot of the sand is scraped to build a dune to act as a store house of sand, energy dissipater, and a surge barrier.

Juan Borges wanted to know where the Surf Club is with complying with FDEP. Joe Benton advised that the Surf Club has replied to the State.

FDEP tested the Surf Club sand in November 2013 and April 2014 for beach compatibility. Both results show compatibility.

Juan Borges inquired if everything checks out okay and the option is to move the sand into the dunes who will be responsible for moving the sand.

Lee Gottlieb advised that a determination of what kind of sand is on the beach is needed.

The following residents provided their feedback and concerns regarding the sand:

- Barbara Woolverton
- Norma Parron
- Conchita De Antunanor
- George Kousoulas
- Renee Tischler
- Deborah Cimadevilla
- William Kelly Urban II
- Sindy Posso
- Michelle Kligman
- Rob Ludicke
- Jose Castro
- Larisa Alonso
- Marcos Arancibia
- Flavio Sa Carvalho
- Tina Paul
- Monica Grandeze

- Peter Filiberto

The overall consensus of the residents is having the sand removed.

David Raymond wants the Town to do a public records request to DERM for Surf Club's environmental phase 2 permits.

Marianne Meischeid inquired if the implementation plans are set for each outcome. The Town Manager advised that the plans are set for each outcome.

Dr. Leatherman suggested offering the sand to Miami Beach as fill for work being done on Alton Road to help with the flooding.

Jeffrey Platt suggested looking at other alternative locations for sand placement.

Lee Gottlieb inquired as to who has jurisdiction on the beach and it was advised that FDEP covers the beach. Michael Crotty advised that the Town can make recommendations to FDEP regarding the Town's action plans.

Juan Borges wants the Town to find out how much fill does Miami beach need prior to proceeding.

David Raymond made a motion to remove sand and offer it as fill to Miami Beach for Alton Road project or other use the state may so approve; Marianne seconded the motion. The members voted in the following manner:

Joe Bention – NO  
David Raymond – YES  
Lee Gottlieb – NO  
Marianne Meischeid - YES  
Juan Borges – NO  
Jeffrey Platt – YES

Being a tied vote the motion dies. The members who voted "no" voted on lack of information provided to move forward.

David Raymond made a motion to proceed with the testing and that cost sharing be explored with the developers. The motion died for a lack of a second.

It was suggested that the Board listens to Dr. Teaf's recommendations regarding the testing protocol.

Town Manager suggested that based on the discussion regarding the Committee's motions, a course of action to consider would be to requests that staff identify the necessary action steps to move forward the option of the removal/relocation of the sand.



David Raymond made a motion to authorize staff pursue the option of total removal and come back with parameters such as cost & permitting to be done before the next Commission meeting, but an update provide at the next sand meeting; Juan Borges seconded the motion. The motion passed unanimously.

Barbara Woolverton is distraught that there is no representative from FDEP at any of the meetings.

Lee Gottlieb suggested that FDEP be present at the next meeting.

**7. Public comment**

**8. Other issues**

**9. Next meeting Date**

**The next meeting date is July 29, 2014**

**10. Adjournment**

David Raymond made a motion to adjourn the meeting Marianne Meischeid seconded the motion. The motion passed unanimously. The meeting ended at 10:59pm.

## Dawn Hunziker

---

**From:** Mare0413 <mare0413@aol.com>  
**Sent:** Monday, July 21, 2014 4:18 PM  
**To:** Michael Crotty; Michael Karukin; Sandra Novoa  
**Subject:** Alex Font ARS "Sample Photo Location" & Sample Chain of Custody" May 22-23,2014 11:30 PM- 1:30 AM  
**Attachments:** 2014\_May22\_PHOTO-ARS\_Sample\_locations.pdf; 2014\_May22\_AR\_Sample\_Chain\_of\_Custody.pdf

Hi Mike,

I just picked up my packet for the July 21, 2014 "Sand Project Community Monitoring Committee. I am concerned that there are facts/attachments missing and incorrect statements in the July 1, 2014 Sand Project Community Monitoring Committee MINUTES. Therefore, I have attached two important pieces of information that were presented to Michael Karukin July 15, 2014 in order to clarify the ARS Sample Locations & Sample Chain of Custody.

Specific corrections that should be noted are for the record are:

- Mr. Font's samples from 3 areas are: "A" samples are from the HARD PACK, "B" Samples are from the MID-BEACH Renourished SAND, "C" Samples are from the original WHITE SAND at the Tide Line. *SAND samples were taken from the Mid-Beach Renourished Sand and the Low Tide Line White Sand.*
- Mr. Font collected three A, B, and C Samples (and three representative subsamples) for a total of **nine lab results.**
- The **three** locations where the A,B,C samples were taken were: **87th Terrace, 90th Street, and 96th Street.**
- The results from "A" samples (Hard Pack) showed: **Positive "TCLP" LEAD LEACHABILITY in all three "A" Samples.** (96th St, 90th St, 87 Terr).
- The results from "B" samples (**Mid-Beach Renourished Sand**) showed: **Positive "TCLP" LEAD LEACHABILITY at the 96th St.** Negative at 90th St & 87 Terr.
- The results from "C" samples (Low Tide Line White Sand) showed: **Negative "TCLP" LEAD LEACHABILITY in all three "C" Samples.**
- The results from the **96th St samples "A & B"** were missing from the committee information July 1, 2014.
- The nine samples were collected starting: **11:30 P.M. May22, 2014 through 2:00 A.M. May 23, 2014.** This time was decided because it was low tide.
- Mr. Font took samples from the **top surface to a depth of 12 inches.**
- Mr. Font does **not agree** that the positive lead levels on the hard pack are insignificant. They may be low, but not insignificant.
- Mr. Font does **not agree** that positive lead levels are only significant at the Tide Line. Even though the TCLP lead results were low, "the very presence of lead is significant on the beach".
- Mr. Font did **not do "Total Metal Testing"** because previous testing by Terracon did not detect lead present (mg/kg).
- Mr. Font did express interest in sampling on the Surf Club site because of an **ARS Environmental, Inc 2010 lead base paint chemical analysis** that produced positive levels of lead on the Surf Club site... At this time it was advised to perform the lead TCLP to detect leachability.

Thank you for letting me set the record straight. I was present with Mr. Font at the time of this sampling May 22, 2014. I hope this will be sent to the committee so that we can save time tonight at the "Sand Project Community Monitoring Committee".

Regards,

Marianne Meischeid  
9225 Collins Ave, Surfside, FL 3315  
(786) 606-1127

# SURFSIDE, FL BEACH

(Dark Sand)

Line (Dark Sand)

(White Sand)

Shore line

Dune to Mean High Water Line

90 A, B, C Samples

90 B Samples

Samples A

90 A, B, C

FIELD PLOT

90 A, B, C

ARS Environmental Inc.  
Surfside, FL Samples  
May 22-23, 2014

CHAIN OF CUSTODY -- LEAD SAMPLING PROJECT NUMBER: 2014-0729-ARSENIC

PAINT CHIP SWAB DUST  SOIL WATER AIR OTHER

Sampling Date: 5/22 & 5/23/14 Taken By: ALEX PRONY Page 1 of 1

Job Site: SOIL SAMPLES

SOUTH BOUNDARY LINE 87TH TERRACE TO NORTH BOUNDARY LINE 96TH STREET AND EAST TO TIDE LINE SURFSIDE, FLA

ID	Description	Color	Condition
1A	8877 COLLINS AVE (SUBSAMPLING WAS CONDUCTED) <del>HARD PACK</del> WEST <input checked="" type="checkbox"/> Barium		
1B	8877 COLLINS AVE MID SECTION <del>HARD PACK</del> "		
1C	8877 COLLINS AVE TIDE LINE (EAST END)		
2C	90TH STREET TIDE LINE (EAST END)		
2B	90TH STREET MID SECTION <del>HARD PACK</del>		
2A	90TH STREET WEST END <del>HARD PACK</del> <input checked="" type="checkbox"/> Barium		
3A	96TH STREET WEST END <del>HARD PACK</del> <input checked="" type="checkbox"/> Barium		
3B	96TH STREET MID SECTION <del>HARD PACK</del> <input checked="" type="checkbox"/> Barium		
3C	96TH STREET TIDE LINE (EAST END)		
ARSENIC ANALYSIS REQUESTED IF ARSENIC PRESENT T.C.L.P. ANALYSIS REQUESTED			

Please Circle Turn Around Time  
Same Day 24hr  48hr 4 Days

Transferred By: [Signature] Date: 5/23/14

Received By: [Signature] Date: 5/24/14 10:10

10097 Cleary Boulevard • #305 • Plantation, FL 33324 • Phone: 954-227-2402 • Fax: 866-816-5110  
www.arsenvironmental.com • sales@arsenvironmental.com

TCLP lead leachability TEST

Accepted this 29 day of July, 2014

Jeremy L. Peay

Member (Print)

[Signature]

Signature

Attest:

[Signature]

Frantza Duval  
Recording Clerk



Town of Surfside  
9293 Harding Ave, Surfside, FL 33154

Sand Project Community Monitoring Committee Meeting  
July 29, 2014 - 7:30 pm  
Town Hall Commission Chambers

## MINUTES

### **Committee Members**

Joe Benton  
Juan Borges  
Lee Gottlieb  
Marianne Meischeid  
Jeffrey Platt  
David Raymond  
Scott Stripling

### **1. Opening**

#### A. Call to Order by Chair Jeffrey Platt

The meeting was called to order by Jeffrey Platt, Chair at 7:46 pm.

#### B. Roll Call of Members

All the above listed members are present with the exception of David Raymond.  
David Raymond is absent with regrets.

### **2. Approval of Minutes**

Marianne Meischeid made a motion to approve the minutes; Scott Stripling seconded the motion. The motion passed unanimously. The minutes were approved.

### **3. Presentation by Dr. Stephen Leatherman**

- A. Sieve Testing Results
- B. Beach Sand Compatibility
- C. Other issues

Value is the whiteness scale - 10 is absolute white and 0 is absolute black  
Chroma defines the color purity or the saturation of color.

Six samples were acquired at Surfside beach on Monday, July 21—two each at 96th Street, 92nd Street and 88th Street. The samples were taken within the fill area but avoiding the heavily trafficked backshore area. The fill samples were taken from a depth of 0 to 6 inches, and the beach samples were taken from the same hole at a depth of 24 to 30 inches.

**4. Presentation by Stephen Blair, Chief, Restoration & Enhancement Section (DERM) - - Miami Dade County Beach Sands**

Stephen Blair advised that anything above the mean high water line is approved by the state, which is what the Surf Club permit approved.

Anything below the line federal, state, and local permits are needed. It proves to be costly and a time consuming process.

(Scott Stripling exited the meeting at 9:01 pm)

Joe Benton inquired if the washing protocol is considered would this be something that would be staffed by the County. It was advised that it wouldn't.

Michael Crotty advised that the Town has moved forward with applying for a permit for beach maintenance.

Marianne Meischeid inquired if the town can take responsibility for beach maintenance as opposed to the county. Town Manager advised that the town doesn't have the personnel, resource, and capability to maintain the beach like the County does.

County permit will allow for maintenance of beach sand to be entered into the dunes for replenishment.

Dr. Leatherman suggested placing the sand in the water to have it washed.

The Town Manager advised that a Coastal Engineer will be available at the next meeting to help identify a solution.

Dr. Leatherman will contact other states to see about their sand testing methods.

**5. Presentation by Brian Flynn, Special Projects Administrator (DERM) on 2017 Full Beach Renourishment**

Brian Flynn advised that the cost for beach renourishment that was done in Surfside in 1999 was \$70-100 per cubic yard. There was about 690,000 cubic yard of sand used.

The cost to do the renourishment now would be \$58 million. The funding would be 50% - Federal, 25% state, and 25% from the County.

Brian Flynn is expecting 425,000 cubic yards is needed for the renourishment in 2017.

He also advised that a combination of sand source can be used. A combination of Native Beach sand and upland sand can be used.

Dr. Leatherman suggested back passing (taking sand off of Miami Beach and pumping it north), sand on Haulover inlet, and the sand on Crandon Park.

Stephen Blair advised that all the local and possible options Dr. Leatherman suggested have been reviewed.

Stephen Blair advised that the County will proceed with the maintenance permit.

**6. Progress Report on Motion Made by Committee at July 21 Meeting Regarding:**

- Testing protocol/sampling

Michael Crotty recommends not moving forward with additional testing. Town staff has moved forward with the process of obtaining beach maintenance permit.

Mr. Gordon Thomson, P.E.; will be at the next scheduled meeting to help with the permit solutions.

Marianne Meischeid made a motion to have the Board to take no further action with regard to additional testing and to have Mr. Gordon Thomson, P.E. available at the next meeting to provide additional solutions; Lee Gottlieb seconded the motion. The motion passed unanimously.

**7. Public Comment**

The following residents provided public comment: George Kousoulas; Becky Hope; Monica Grandeze; Norma Parron; Deborah Cimadevilla and Arhlene Ayalin.

**8. Other Issues**

N/A

**9. Next Meeting Date**

The next scheduled meeting date is August 5, 2014 at 7:00 pm.

**10. Adjournment**

Marianne Meischeid made a motion to adjourn the meeting; Juan Borges seconded the motion. The motion passed unanimously. The meeting ended at 10:54 pm.



Accepted this 5 day of Aug, 2014

Jeff Hill  
Member (Print)

[Signature]  
Signature

Attest:  
[Signature]  
Frantza Duval  
Recording Clerk



**TOWN OF SURFSIDE  
PLANNING AND ZONING BOARD  
AND  
DESIGN REVIEW BOARD  
MINUTES  
JULY 31, 2014  
7:00 PM**

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

**DESIGN REVIEW BOARD**

**1. CALL TO ORDER**

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

**2. ROLL CALL**

Recording Clerk Frantza Duval called the roll with the following members present: Board Member Armando Castellanos, Vice Chair Jacob Kligman, Design and Review Board Member Jorge Gutierrez, Board Member Moisha Rubenstein and Design and Review Board Member Jennifer Weiss. Board Member Peter Glynn and Chair Lindsay Lecour were absent.

**APPROVAL OF MINUTES: June 26, 2014**

Board Member Castellanos made a motion to approve. The motion received a second from Review Board Member Gutierrez and all voted in favor with Board Member Glynn and Chair Lecour absent.

**3. DESIGN REVIEW BOARD APPLICATIONS:**

**A. Request of the Owner of Property located at 725-92 Street**

The applicant is requesting to convert the garage to additional living space for their single family home.

Town Planner Sarah Sinatra presented the item.

Board Member Castellanos made a motion to approve with the recommendation that landscaping be provided along the side of the new wall. The motion received a second from Review Board Member Gutierrez and all voted in favor with Board Member Glynn and Chair Lecour absent.

**B. Request of the Owner of Property located at 8834 Abbott Avenue**

The applicant is requesting to upgrade their front façade with new windows, doors, a stone veneer and a rear patio addition.

Town Planner Sarah Sinatra presented the item.

Board Member Gutierrez asked for a sample or photo of the stone veneer. The architect spoke and said they did not have it selected and have no sample as yet. The Board asked that they submit a sample when ready for approval.

Board Member Castellanos made a motion to approve with the recommendation that a sample of the stone veneer be provided to staff for approval. The motion received a second from Review Board Member Gutierrez and all voted in favor with Board Member Glynn and Chair Lecour absent.

**C. Request of the Tenant of Property located at 9484 Harding Avenue**

The tenant is requesting to install a new sign (Geneva Tailor).

Town Planner Sarah Sinatra presented the item.

Board Member Castellanos made a motion to approve. The motion received a second from Review Board Member Gutierrez and all voted in favor with Board Member Glynn and Chair Lecour absent.

**D. Request of the Tenant of Property located at 9487 Harding Avenue**

The tenant is requesting to install a new sign (Sushi 26 Tapas).

Town Planner Sarah Sinatra presented the item.

Review Board Member Gutierrez made a motion to approve with the condition that the sign be reduced to 35 feet. The motion received a second from Board Member Rubenstein and all voted in favor with Board Member Glynn and Chair Lecour absent.

**E. Request of the Owner of Property located at 9234 Bay Drive**

The applicant is requesting to knock down the existing residence and build a two story single family residence on the west side of Bay Drive.

Town Planner Sarah Sinatra presented the item. It meets all code requirements but staff is asking for clarification of the height in writing as well as the wall. The owner of the house spoke in support of the project and provided more details of the new structure. The architect spoke and addressed the questions posed by Town Planner Sinatra.

Review Board Member Gutierrez made a motion to approve with the condition that the wall is approved by the Town Planner. The motion received a second from Board Member Rubenstein and all voted in favor with Board Member Glynn and Chair Lecour absent.

**F. Request of the Owner of Property located at 8943 Harding Avenue**

The applicant is requesting to add a second story to an existing one story duplex.

Town Planner Sarah Sinatra presented the item with the condition that landscaping be provided in the setback area where parking is. The applicant spoke and said that landscaping will be provided although not shown on plans submitted.

Board Member Rubenstein made a motion to approve with the staff proposed changes in the green area. The motion received a second from Review Board Member Gutierrez and all voted in favor with Board Member Glynn and Chair Lecour absent.

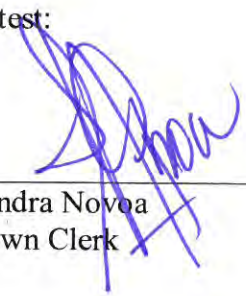
**4. ADJOURNMENT.**

There being no further business to come before the Planning and Zoning Board and Design Review Board the meeting adjourned at 7:43 p.m.

Accepted this 27 day of August, 2014

  
Chair Lindsay Lecour

Attest:

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

**PLANNING AND ZONING BOARD**

**1. CALL TO ORDER**

Vice Chair Kligman called the meeting to order at 7:43 pm.

**2. ROLL CALL**

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

**3. APPROVAL OF MINUTES: June 26, 2014**

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

**4. ORDINANCE-**

**A. AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA REPEALING AND REPLACING ARTICLE VI "SIGNS" OF "CHAPTER 90 ZONING" OF THE TOWN OF SURFSIDE CODE OF ORDINANCES; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

Recording Clerk Frantza Duval read the title of the ordinance.

Town Planner Sinatra gave an overview of the ordinance.

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

**B. AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 "ZONING," ARTICLE VII "OFF-STREET PARKING AND LOADING," DIVISION 1 "OFF-STREET PARKING," SECTION 90-77 "OFF-STREET PARKING REQUIREMENTS" OF THE TOWN OF SURFSIDE CODE OF ORDINANCES REGARDING PARKING TRUST FEES PAID IN LIEU OF OFF-STREET; PARKING; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.**

Recording Clerk Frantza Duval read the title of the ordinance.

Town Planner Sinatra gave an overview of the ordinance.

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

**5. DISCUSSION ITEMS:**

**A. Massing**

Town Planner Sinatra gave a short power point presentation of what will be presented to the Commission.

**B. Re-Schedule of P&Z/DRB Meeting from August 28<sup>th</sup> 2014 to August 27<sup>th</sup> 2014.**

The members of the Board present did not have a problem with the date of August 27<sup>th</sup>.

Town Planner Sinatra said they have to reschedule the September meeting as it falls on Rosh Hashanah and an alternate date of Sept. 30<sup>th</sup> be considered. The members of the Board present did not have a problem with the date of September 30<sup>th</sup>.

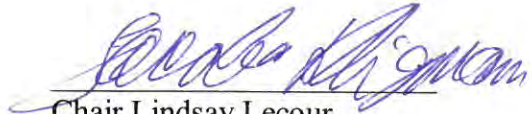
**6. REPORT OF PERMITS ISSUED FOR THE MONTH OF JUNE 2014.**

[To be delivered separately]

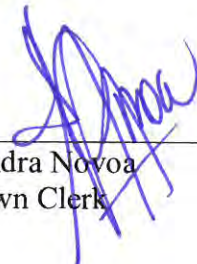
**7. ADJOURNMENT.**

There being no further business to come before the Planning and Zoning Board, the meeting adjourned at 8:07 p.m.

Accepted this 29 day of August, 2014

  
Chair Lindsay Lecour

Attest:

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



**Town of Surfside**  
9293 Harding Avenue, Surfside FL 33154

**Sand Project Community Monitoring Committee  
Regular Meeting**

**Tuesday, August 5, 2014 – 7:00 pm**  
**Town Hall – Commission Chambers**

**MINUTES**

**Committee Members**

Joe Benton  
Juan Borges  
Lee Gottlieb  
Marianne Meischeid  
Jeffrey Platt  
David Raymond  
Scott Stripling

1. Call to Order and Welcome

The meeting was called to order by Chair, Jeffrey Platt at 7:06 pm.

The roll was called with the above listed members present, with the exception of David Raymond and Juan Borges, who are absent. A quorum was established.

Scott Stripling entered the meeting at 7:10 pm.

Also in attendance: Surfside residents, Mayor Daniel Dietch and Vice-Mayor Eli Tourgeman.

2. Approval of Minutes: July 29, 2014

Marianne Meischeid made a motion to approve the minutes with the amendment to reflect: that beach sand can be placed in the dunes for

replenishment purposes; Lee Gottlieb seconded the motion. The motion passed unanimously with the amendment.

3. Presentation by Gordon Thomson P.E., D.CE, (CB&I) on FDEP permitting procedures and options to implement the Committee's approved motion to remove/relocate transferred sand.

Gordon Thomson, a Professional Engineer, provided a presentation regarding viable options regarding the beach sand.

Mr. Thomson advised that the Surf Club beach was beach compatible, but the only issue was that FDEP found that some of the material was non-compliant due to the grain size.

Mr. Thomson advised that FDEP advised that the color does fall within the state color matrix. He does expect the sand color to lighten with time.

Mr. Thomson advised that there are no immediate options that can happen now due to turtle nesting season. At this time, the only thing that can be done is the knocking down of escarpments, if any.

Mr. Thomson provided the following options for beach remediation:

Short term option (November 1, 2014 – April 30, 2015):

- No Action  
Existing sand should get lighter with exposure to the elements.  
Natural mixing of new sand with previously placed sand should lighten the color of the beach.
- Tilling the beach  
Mechanically mix the new sand and previously placed sand (Town has submitted an application for this type of work). The cost is generally \$400-750 per acre.
- Scraping the sand  
The sand can be scraped off and placed in the dunes or at street access areas.



- Bringing in new sand from an upland source. This option adds more sand to the system, which is beneficial.
- Scrape, remove, and replace. This option is more expensive.
- Scrap the new sand into the ocean using the Miami Dade County's current permit.

Mr. Thomson recommends keeping the all sand within Surfside. If not, he recommends putting it in Bal Harbour as the sand would eventually move south back into Surfside.

#### Medium Term Options (2015-2016)

- Obtain permit to place future sand below mean high water.  
The Town can also request to be added as an area included in the County's existing permit.

#### Long Term Options (2017- beyond)

- Support County's beach nourishment efforts.
- Support continued bypassing efforts at Haulover inlets to include dredging.

Mr. Thomson recommends that the Town continues to:

- Monitor the change in beach color
- Revise permit requests for beach tilling and beach scraping
- Approach the County to request revising their permit to allow placement material seaward of mean high water line in Surfside.

Marianne Meischeid is still concerned about non-compliance of the grain size and the debris.

Lee Gottlieb exited the meeting at 7:56 pm.

Mr. Thomson advised that scraping the sand and putting it in the dunes and beach access permit requires a CCCL permit.

Tilling the beach will require a CCCL permit and is the most cost effective option for November 1, 2014.

Sifting has to be done before tilling can be done.

Town Manager will coordinate a meeting with Mr. Thomson and the Chateau Group regarding placement of their sand under the CCCL permit.

Marianne made a motion to have the sand scraped, removed, and replaced. The motion, not receiving a second, died.

Jeffrey Platt advised that he couldn't second the motion due to the fact that the location of where the replacement sand would come from is not known.

Mr. Platt would also like to see the sand remain on the beach preferably in the dunes as a safety mechanism.

Joe Benton exited the meeting at 8:50 pm.

#### 4. Public comment

The following individuals provided their feedback and concerns regarding the sand:

- George Kousoulas
- Monica Grandeze
- Deborah Cimadevilla
- Vice-Mayor Eli Tourgeman
- Renee Tischler

#### 5. Other items/updates

#### 6. Adjournment

Due to a lack of a quorum, the meeting ended at 8:52 pm.

Accepted this 18 day of Aug, 2014

Jeffrey L. Platt

Member (Print)

JL Platt

Signature

Attest:

Frantza Duval

Frantza Duval  
Recording Clerk



## Town of Surfside Commission Communication

**Agenda Item #:** 3G

**Agenda Date:** September 9, 2014

**Subject:** Expenditure of Forfeiture Funds

**Background:** The Surfside Police Department has been awarded 36 new laptops through a grant from Miami-Dade County. In order to program the laptops, Adobe licenses for the police electronic reports must be installed. The grant does not include the cost of the licenses.

**Budget Impact:** The cost for the Adobe licenses is \$7,757.60 from the forfeiture fund.

**Recommendation:** Town staff recommends that the Town Commission approve a resolution authorizing the expenditure of \$7,757.60 from the forfeiture fund for the purchase of the licenses for the police electronic reports to be installed in the new patrol laptops.

David Allen, Chief of Police

Michael P. Crotty, Town Manager

RESOLUTION NO. 14 - \_\_\_\_

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, PROVIDING FOR THE FISCAL YEAR 2013/2014 POLICE CONFISCATION FUND EXPENDITURE IN THE AMOUNT OF \$7,757.60 FROM THE FORFEITURE FUND FOR THE PURCHASE OF ADOBE ACROBAT XI STANDARD LICENSES FOR THE NEW PATROL LAPTOPS; PROVIDING FOR AUTHORIZATION AND APPROVAL; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 881(e)(3) of Title 21, United States Code and Florida Statutes Section 932.7055, define the purposes and procedures for the appropriation and expenditure of funds from the Police Confiscation Fund; and

**WHEREAS**, the Surfside Police Department has been awarded 36 new laptops for the police cars through a grant from Miami-Dade County; and

**WHEREAS**, in order for police officers to be able to access the police electronic reports on the new laptops, Adobe Acrobat XI Standard licenses must be purchased; and

**WHEREAS**, the grant does not include the cost of these licenses; and

**WHEREAS**, the Chief of Police of the Town of Surfside has determined that the appropriation and expenditure of funds is necessary as further described in the Commission Communication, and

**WHEREAS**, such funds are available in the Police Confiscation Fund - State of Florida and Federal Asset Forfeiture Program.

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

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

**Section 2. Confiscation Fund Expenditures.** Based on the attached Certificate of the Police Chief (see Exhibit "A"), the Town Commission hereby authorizes and approves the Fiscal Year 2013/2014 Police Confiscation Fund expenditure in the amount of \$7,757.60 from the Forfeiture Fund for purchase of software and accessories for the new patrol laptops (See Exhibit "B").

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

**PASSED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Motion by Commissioner \_\_\_\_\_, second by Commissioner \_\_\_\_\_.

**FINAL VOTE ON ADOPTION**

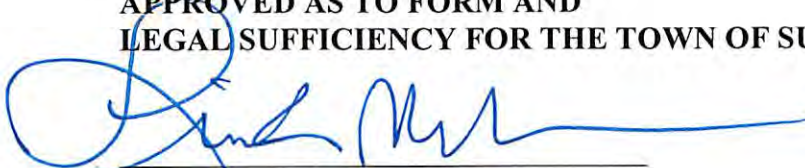
Commissioner Berry Cohen \_\_\_\_\_  
Commissioner Michael Karukin \_\_\_\_\_  
Commissioner Marta Olchyk \_\_\_\_\_  
Vice Mayor Eli Tourgeman \_\_\_\_\_  
Mayor Daniel Dietch \_\_\_\_\_

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

**ATTEST:**

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

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

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

**EXHIBIT A**

**CERTIFICATE OF CHIEF OF POLICE**

I, **DAVID E. ALLEN**, Chief of Police of the Town of Surfside, do hereby certify the expenditures for \$7,757.60 from the Town of Surfside Confiscation Fund, for the 2013/2014 Fiscal Year budget complies with provisions Section 881(e)(3) of Title 21, United States Code and Florida Statute Section 932.7055.

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

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



FID Number: 74-2616805  
Sales Rep: BECKY S MAHON  
For Sales: (800)981-3355  
Sales Fax: (800)433-9527  
For Customer Service: (800)981-3355  
For Technical Support: (800)822-8965  
Dell Online: http://www.dell.com

Customer Number: 015237228  
Purchase Order: POLICEADOBE  
Order Number: 654785324  
Order Date: 07/15/14

Invoice Number: XJFNJNX98

Invoice Date: 07/15/14  
Payment Terms: NET DUE 45 DAYS  
Due Date: 08/29/14  
Shipped Via: STANDARD GROUND  
Waybill Number: MS-VIRTUAL

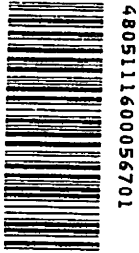
83 01 0 01 01 N

SOLD TO:  
#BWNHKPV  
#0152 3722 80#

PAYABLE ACCOUNTS

TOWN OF SURFSIDE  
9293 HARDING AVE  
SURFSIDE FL 33154-3000

SHIP TO:  
PAYABLE ACCOUNTS  
TOWN OF SURFSIDE  
TOWN HALL TOWN OF SURFSIDE IT  
SURFSIDE, FL 33154-3009



PLEASE REVIEW IMPORTANT TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS INVOICE

Order	Shipped	Item Number	Description	Unit	Unit Price	Amount
40	40	A6472588	VLA ACROBAT 11 WIN LICENSE UNI VERSAL ENGLISH MfgPartNum: 65197414AC01A00 MfgName: ADOBE SYSTEMS	EA	193.94	7,757.60
1	1	A3458532	ELECTRONIC LICENSE CONFIRMATIO N elec dwnld only MfgPartNum: ELC MfgName: DELL SOFTWARE	EA	-	-

TOWN OF SURFSIDE

JUL 21 14 12:33PM

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO \$5 PER ITEM WILL BE ADDED TO INVOICES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. COMPREHENSIVE, ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUBLIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling	\$	0.00
Subtotal	\$	7,757.60
Taxable:	Tax:	
\$ 0.00	\$	0.00
ENVIRO FEE	\$	0.00
Invoice Total	\$	7,757.60



DETACH AT PERF AND RETURN WITH PAYMENT

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.  
C/O DELL USA L.P.  
PO BOX 534118  
ATLANTA,GA 30353-4118

Invoice Number: XJFNJNX98  
Customer Name: TOWN OF SURFSIDE  
Customer Number: 015237228  
Purchase Order: POLICEADOBE  
Order Number: 654785324

Ship. &/or Handling	\$	0.00
Subtotal	\$	7,757.60
Taxable:	Tax:	
\$ 0.00	\$	0.00
ENVIRO FEE	\$	0.00
Invoice Total	\$	7,757.60
	\$	
	\$	
Balance Due	\$	7,757.60
Amt. Enclosed	\$	





## Town of Surfside Commission Communication

**Agenda Item #** 3H

**Agenda Date:** September 9, 2014

**Subject:** Mutual Aid Agreement between the School Board of Miami-Dade County by and through the Miami-Dade Schools Police Department and the Town of Surfside Police Department.

**Objective:** To extend and receive mutual aid in the form of law enforcement services and resources between the Miami-Dade Schools Police and Surfside Police Departments for requesting operational assistance in law enforcement intensive situations and emergencies and for assistance of a routine law enforcement nature that crosses jurisdictional lines

**Background:** The Town of Surfside Police has mutual aid agreements with many Miami-Dade County law enforcement agencies. The Town of Surfside and the Miami-Dade County School are so located in relation to each other that it is an advantage of each to receive and extend mutual aid in the form of law enforcement services and resources. The current Mutual Aid Agreement between the Surfside Police Department and the Miami-Dade Schools Police Department will expire on January 1, 2015. The new Mutual Aid Agreement (attachment A) will be in effect from January 2, 2015 to January 1, 2020.

**Budget Impact:** N/A

**Staff Impact:** N/A

**Recommendation:** It is recommended that the Surfside Town Commission approve the resolution authorizing the Mutual Aid Agreement between the Town of Surfside Police Department and the Miami-Dade Schools Police Department.

  
\_\_\_\_\_  
David Allen, Chief of Police

  
\_\_\_\_\_  
Michael Crotty, Town Manager

**RESOLUTION NO. 14 - \_\_\_\_\_**

**A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA ACKNOWLEDGING THE LAW ENFORCEMENT MUTUAL AID AGREEMENT FOR VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE BETWEEN THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA MIAMI-DADE SCHOOLS POLICE DEPARTMENT AND THE TOWN OF SURFSIDE POLICE DEPARTMENT; AUTHORIZING THE TOWN MANAGER AND CHIEF OF POLICE TO EXECUTE AND IMPLEMENT THE TERMS AND CONDITIONS OF THE MUTUAL AID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, law enforcement agencies can only benefit when they work in close cooperation with each other and in partnership with each other; and

**WHEREAS**, the jurisdictions of the Surfside Police Department and the Miami-Dade Schools Police Department are so located in relation to each other; and

**WHEREAS**, it is the advantage of both the Surfside Police Department and the Miami-Dade Schools Police Department to receive and extend mutual aid in the form of law enforcement services and resources; and

**WHEREAS**, in response to the continued need to protect the public peace and safety, and preserve the lives and property of the people, and

**WHEREAS**, the Commission of the Town of Surfside considers it is in the best interest of the Town to enter with the School Board of Miami-Dade County, Florida Miami-Dade Schools Police Department into the Law Enforcement Mutual Aid Agreement for Voluntary Cooperation and Operational Assistance (attached hereto as Exhibit "A") due to the indispensable need for public safety.

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

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

**Section 2. Authorization and Approval.** The Town Commission authorizes and approves the Town Manager and Chief of Police to execute and implement this Law Enforcement Mutual Aid Agreement for Voluntary Cooperation and Operational Assistance.

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

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Motion by Commissioner \_\_\_\_\_, second by Commissioner \_\_\_\_\_.

**FINAL VOTE ON ADOPTION**


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

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

**ATTEST:**

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

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

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

A LAW ENFORCEMENT MUTUAL AID AGREEMENT FOR VOLUNTARY  
COOPERATION AND OPERATIONAL ASSISTANCE BETWEEN  
SURFSIDE POLICE DEPARTMENT  
AND THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA MIAMI-DADE  
SCHOOLS POLICE DEPARTMENT

This Mutual Aid Agreement is entered into by and between the Surfside Police Department on behalf of the Surfside Police Department and The School Board of Miami-Dade County, Florida by and through The School Police, a political subdivision of the State of Florida hereinafter referred to as the Miami-Dade Schools Police Department.

WHEREAS, the jurisdictions of the Surfside Police Department and the Miami-Dade County School are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to: (1) intensive situations including but not limited to emergencies as defined under Section 252.34(3), F.S., and (2) continuing, multi-jurisdictional law enforcement problems of a routine law enforcement nature, so as to protect the public peace and safety, and preserve the lives and property of the people; and

WHEREAS the Surfside Police Department and the Miami-Dade Schools Police Department have the authority under Part I of Chapter 23, F.S., the Florida Mutual Aid Act, to: (1) enter into a requested operational assistance Agreement for the purpose of requesting and rendering of assistance in law enforcement intensive situations and emergencies, and (2) enter into a voluntary cooperation Agreement of a routine law enforcement nature that crosses jurisdictional lines;

WHEREAS the Surfside Police Department and the Miami-Dade Schools Police Department intend this Agreement to be the underlying and governing Agreement in all future Memorandum of Understanding's entered into by both parties;

NOW, THEREFORE, the parties agree as follows:

I. 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 civil disturbances, large protest demonstrations, aircraft disasters, fires, natural or manmade disasters, sporting events, concerts, parades, escapes from detention facilities, and incidents requiring utilization of specialized units. A deputy sheriff or police officer of either of the participating law enforcement agencies shall be considered to be operating under the provision of this Agreement when participating in law enforcement activities that are preplanned and approved by each respective agency head, or appropriately dispatched in response to a request for assistance from the other law enforcement

agency. However the only time an officer will work outside of their jurisdiction is if mutual aid is preplanned or invoked and the officer is working and being compensated by the department. All off duty events outside of our jurisdiction will have mutual aid invoked and reimbursed by the requesting agency..

The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

## II. PROVISIONS FOR VOLUNTARY COOPERATION

In addition, each of the aforesaid law enforcement agencies hereby approves and enters into this Agreement whereby each may request and render law enforcement assistance to the other in dealing with any violation of Florida Statutes to include, but not limited to, investigating sexual misconduct, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893, F.S., accidents involving motor vehicles, and violations of the Florida Uniform Traffic Control Law, providing backup services during patrol activities, and participating in inter-agency task forces and/or joint investigations.

## III. POLICY AND PROCEDURE

- A. If a party to this Agreement needs assistance as set forth above, it shall notify the agency head or designee of the agency from which such assistance is required. The agency head or designee shall evaluate the situation and the agency's available resources, consult with his or her supervisors if necessary and respond in a manner deemed appropriate. The agency head's or designee's decision in this regard shall be final.
- B. Immediate Response for Assistance – In the event of a 315 (Emergency-Assist Other Officer) Dispatch call, officers may respond to assist and provide necessary law enforcement actions unless a supervisor from the responding agency cancels the response.
- C. 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 at the scene.
- D. 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.
- E. Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures of the requesting agency or the Chief of Police that is involved.

#### IV. COMMAND AND SUPERVISORY RESPONSIBILITY

- A. The resources or facilities that are assigned by the assisting agency shall be under the immediate command of a supervising officer designated by the assisting agency head or designee. Such supervising officer shall be under the direct supervision and command of the agency head or designee of the agency requesting assistance.
- B. 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 or her own employer.
- C. Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Agreement, the Chief of Police or his or her designee of the agency employing the officer who is subject to the complaint shall be responsible for the investigation of the complaint. The Chief of Police or designee of the requesting agency should ascertain as a minimum: 1) the identity of the complainant; 2) an address where the complaining party can be contacted; 3) the specific allegations; and 4) the identity of the employees accused without regard as to the 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.

#### V. AUTHORITY, PRIVILEGES, IMMUNITIES, AND COSTS

- A. Authority of law enforcement officers operating pursuant to this Agreement:
  - 1 Members of the Surfside Police Department actually engaging in mutual cooperation and assistance outside of the jurisdictional limits of their agency under the terms of this Agreement, shall, pursuant to the provisions of Section 23.127, F.S. have the same powers, duties, rights, responsibilities, privileges and immunities as if they were performing their duties in the jurisdiction in which they are normally employed.
  - 2 Members of the Miami-Dade Schools Police Department actually engaging in mutual cooperation and assistance outside of the jurisdictional limits of their agency under the terms of this Agreement, shall, pursuant to the provisions of Section 23.127, F.S. have the same powers, duties, rights, responsibilities, privileges and immunities as if they were performing their duties in the jurisdiction in which they are normally employed.
  - 3 If a violation of Florida Statutes occurs in the presence of said officers representing their respective agencies in furtherance of this Agreement, they shall be empowered to take appropriate enforcement action

including, but not limited to, arrest or citation of the suspect(s).

- 4 If a felony, misdemeanor, criminal traffic, or other violations of law occurs in the presence of an officer of the Surfside Police Department, and within the jurisdiction of the Miami-Dade County School, said officer shall be empowered to take appropriate enforcement action including, but not limited to, arrest or citation of the suspect(s).
  - 5 If a felony, misdemeanor, or criminal traffic violation occurs in the presence of an officer of the Miami-Dade County School, while outside his or her jurisdiction but within the Surfside Police Department jurisdiction, said officer shall be empowered to take appropriate action including, but not limited to, arrest or citation of a suspect, if the officer is engaged in a close and continuous pursuit or has been contemporaneously requested to render aid or assistance by an Surfside Police Department officer.
  - 6 If an officer of the Miami-Dade Schools Police Department is investigating a felony which has occurred within his or her jurisdiction and has probable cause to arrest a suspect for a felony and the suspect is now located outside the officer's jurisdiction, but within Surfside Police Department jurisdiction, the officer shall request an Surfside Police Department officer for assistance.
  - 7 If an Surfside Police officer is investigating a felony which has occurred within his or her jurisdiction and has probable cause to arrest a suspect for a felony and the suspect is now located outside the officer's jurisdiction, but within the jurisdiction of the Miami-Dade County School, the officer shall request a Miami-Dade County School Police officer for assistance.
  - 8 Nothing shall prevent an officer of the Surfside Police Department from stopping and detaining a person who commits an observed motor vehicle violation or misdemeanor on Town of Surfside property for the purpose of issuing a citation or summons if the suspect is stopped immediately upon exiting the campus. If a custodial arrest off campus grounds is required and is within the Miami-Dade County School, the Miami-Dade Schools Police Department shall be contacted as soon as possible for assistance.
- B. Each party agrees to furnish necessary equipment, resources and facilities, and to render services to the other as set forth above; however, no party shall be required to deplete unreasonably its own equipment, resources, facilities, and services in furnishing mutual aid.
- C. The agency furnishing any equipment pursuant to this Agreement shall bear the loss or damage to such equipment and shall pay any expenses incurred in the operation and maintenance thereof.
- D. The agency furnishing aid pursuant to this Agreement shall compensate its employees during the time such aid is rendered and shall defray the actual travel

maintenance expenses of such employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. The requesting agency may reimburse the assisting agency during the time of the rendering of such aid and may defray the actual travel and maintenance expenses of such employees while they are rendering such aid, including any amounts paid or due for compensation as a result of personal injury or death while such employees are rendering such aid as pertains to Section I of this Agreement.

- E. All provision and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees or any such agency when performing their respective functions within the territorial limits of their respective public agency shall apply to them to the same degree, manner, and extent while engaged in the performance of any of their functions and duties extra-territorially under the provisions of this mutual aid Agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and reserve employees.

## VI. INDEMNIFICATION

To the fullest extent permitted by the law, each party engaging in any mutual cooperation and assistance pursuant to this Agreement, shall indemnify and hold harmless the other participating party, and its appointees or employees ("Indemnitees") from and against all claims, liabilities, damages, losses, and costs including, but not limited to, reasonable costs at the pre-trial, trial and appellate levels, arising out of, resulting from or incidental to the other participating party's performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of the participating party or other persons employed or utilized by the participating party in the performance of this Agreement. Subject to the provisions set forth in Florida Statute Section 768.28, as amended and revised, neither party shall be liable to pay a claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgments or portions thereof, which when totaled with all other claims or judgments paid by the state or its agencies or subdivisions arising out of the same incident or occurrence, exceeds the sum of \$300,000. The remedy provided to the Indemnitees by this indemnification shall be in addition to and not in lieu of any other remedy available under the Agreement or otherwise. This indemnification obligation shall not be diminished or limited in any way to any insurance maintained pursuant to the Agreement otherwise available to the other participating party. The remedy provided to the Indemnitees by this indemnification shall survive this Agreement. The provisions of this Section shall specifically survive the termination of this Agreement. The provisions of this Section are intended to require both parties to furnish the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in this Agreement is deemed to be in violation of any law, that provision shall be deemed modified so that both parties shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto.



## 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 (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 to the Florida Contraband Forfeiture Act less the costs associated with the forfeiture action. The participating agencies must request sharing, in writing, before the entry of a Final Order of Forfeiture, or they will be barred from claiming any portion of the property forfeited. The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property, including, but not limited to, the complete discretion to bring the action, or to dismiss the action, or settlement. This shall occur pursuant to the Florida Contraband Forfeiture Act.

## VIII. SCHOOL CRITICAL INCIDENT RESPONSE PLAN

It is recognized that, during the course of the operation of this Agreement, should a critical incident arise, the parties shall adopt the Miami-Dade County School Critical Incident Response Plan, Joint Roundtable on Youth Safety, dated August 13, 2013. This plan promotes cooperation, consistency and a cohesive unified response by law enforcement and emergency service personnel within Miami-Dade County with an intended purpose to successfully resolve a school crisis and prevent injury or loss of life.

## IX. INSURANCE

Each party shall maintain insurance coverage or maintain an ongoing self-insurance program in sufficient amounts for the performance of this Agreement including public liability, automobile liability, police professional liability and workers' compensation. If requested, each party shall provide satisfactory proof of the required insurance or ongoing self-insurance program.

## X. CONCURRENT JURISDICTION

Should a sworn law enforcement officer be in another subscribed agency's jurisdiction for matters of a routine nature, such as traveling through the area on routine business, attending a meeting or going to or from work, and a violation of Florida statutes occurs in the presence of said party, representing his/her respective agency, he/she shall be empowered to render enforcement assistance and act in accordance with law. Should enforcement action be taken, said party shall notify the agency having normal jurisdiction and upon the latter's arrival, 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. This provision so prescribed in this paragraph is 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.

#### XI. 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 five (5) years from the effective date of this Agreement unless terminated prior thereto by any or all of the parties herein. Under no circumstances may this Agreement be renewed, amended, or extended except in writing and executed by both parties.

#### XII. CANCELLATION

This Agreement may be canceled by either party upon delivery or written notice to the other party and such Agreement shall be terminated thirty (30) days after receipt of this notice. Any notice required or permitted under this Agreement, including any notice of cancellation or termination, shall be effective when personally delivered or sent by first-class mail, return receipt requested as follows:

For Surfside Police Department:

#### AS TO THE SCHOOL BOARD:

The School Board of Miami-Dade County, Florida  
Attn: Alberto M. Carvalho, Superintendent  
1450 N.E. Second Avenue, Suite 912  
Miami, Florida 33132

With a copy to:

The Miami Dade County School Police Department  
Attn: Chief Ian Moffett  
Address: 6100 NW 2nd Avenue  
Miami, FL 33127

And a copy to:

The School Board of Miami-Dade County, Florida  
Attn: Walter J. Harvey, School Board Attorney  
1450 N.E. Second Avenue, Suite 430  
Miami, Florida 33132  
Miami-Dade Schools Police Department

WHEREFORE, the parties hereto cause these Agreements to be signed on the \_\_\_ day of \_\_\_\_\_, 20\_\_.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

THE SCHOOL BOARD OF MIAMI-DADE COUNTY,  
FLORIDA

(as to the School Board):

BY: \_\_\_\_\_ Signature

(Superintendent of Schools or Designee)

\_\_\_\_\_

School Board Attorney - Signature

Date

\_\_\_\_\_ (Name Typed)

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

SUBMITTED BY:

Surfside Police Department

\_\_\_\_\_  
Chief Ian Moffett

BY:  \_\_\_\_\_  
Signature

Name : \_\_\_\_\_ David Allen

Address: 9293 Harding Avenue

Surfside, FL 33154

F.E.I.N. (If organization) 596000434

School Board Employee: Yes  No

M-DCPS Employee No. \_\_\_\_\_

\_\_\_\_\_  
Risk Management Signature Date



## Town of Surfside Commission Communication

**Agenda Item #** 3I

**Agenda Date:** September 9, 2014

**Subject:** Mutual Aid Agreement between Miami-Dade County and the Town of Surfside for the Multi-agency Gang Task Force

**Objective:** To continue participation in the Multi-Agency Gang Task Force activities and update and revise the Agreement to facilitate proactive gang enforcement operations between the Surfside and Miami-Dade Police Departments.

**Background:** The Mutual Aid Agreement specifies the policies and procedures for joint operations and activities of the Multi-Agency Gang Task Force. The Surfside Police Department has participated in this Task Force and hopes to continue. The Agreement will be in effect the date of signing and will continue year to year.

**Analysis:** The Surfside Police Department requires approval and authorization to enter into the revised Agreement at the request of the Miami-Dade Police Department and participate in the Multi-agency Gang Task Force.

**Budget Impact:** N/A

**Growth Impact:** N/A

**Staff Impact:** N/A

**Recommendation:** It is recommended that the Surfside Town Commission approve the resolution authorizing the Mutual Aid Agreement between the Miami-Dade Police and the Surfside Police Departments to continue participation in the Multi-Agency Gang Task Force.

David Allen, Chief of Police

Michael Crotty, Town Manager

**RESOLUTION NO. 14 - \_\_\_\_\_**

**A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA ACKNOWLEDGING THE MUTUAL AID AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF SURFSIDE FOR THE MULTI-AGENCY GANG TASK FORCE; AUTHORIZING THE TOWN MANAGER AND CHIEF OF POLICE TO EXECUTE AND IMPLEMENT THE TERMS AND CONDITIONS OF THE MUTUAL AID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, it is the responsibility of the governments of Miami-Dade County and the Town of Surfside to ensure the public safety of their citizens by providing adequate levels of police service;

**WHEREAS**, law enforcement agencies can only benefit when they work in close cooperation with each other and in partnership with each other; and

**WHEREAS**, the purpose of the Mutual Aid Agreement for the Multi-Agency Gang Task Force (attached hereto as Exhibit "A") is to allow the Town of Surfside to assist Miami-Dade County with its Multi-Agency Gang Task Force which was created to conduct proactive gang enforcement operations and investigate criminal activity, apprehend, and prosecute those who are outside of the jurisdictional boundaries of the Town of Surfside as both the Town of Surfside and Miami-Dade County recognize that criminals do not operate with regard to jurisdictional boundaries; and

**WHEREAS**, the apprehension and prosecution of these criminals should reduce crime both inside and outside the Town of Surfside limits regardless of where these criminals are ultimately apprehended, and

**WHEREAS**, the Commission of the Town of Surfside considers it is in the best interest of the Town to enter with Miami-Dade County into the Mutual Aid Agreement for the Multi-Agency Gang Task Force due to the indispensable need for public safety.

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

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

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

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

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Motion by Commissioner \_\_\_\_\_, second by Commissioner \_\_\_\_\_.

**FINAL VOTE ON ADOPTION**


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

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

**ATTEST:**

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

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

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

**MUTUAL AID AGREEMENT  
BETWEEN  
MIAMI-DADE COUNTY  
AND THE  
TOWN OF SURFSIDE  
FOR THE  
MULTI-AGENCY GANG TASK FORCE**

**WHEREAS**, it is the responsibility of the governments of Miami-Dade County and the Town of Surfside to ensure the public safety of their citizens by providing adequate levels of police services; and

**WHEREAS**, Miami-Dade County and the Town of Surfside have the authority under Section 23.12, Florida Statutes, et seq., the Florida Mutual Aid Act, to enter into a Mutual Aid Agreement; and

**WHEREAS**, this Mutual Aid Agreement is entered into by Miami-Dade County, by and through its department, the Miami-Dade Police Department and the Town of Surfside, by and through its department, the Surfside Police Department. For readability and brevity, this Mutual Aid Agreement will herein be referred to as the "MAA", Miami-Dade County will be referred to as the "COUNTY", the Town of Surfside will be referred to as the "AGENCY", and when referred to collectively the COUNTY and AGENCY will be referred to as the "PARTIES", and where referred to singularly, the COUNTY or AGENCY may be referred to as a "PARTY"; and

**WHEREAS**, the purpose of this MAA is to allow the AGENCY to assist the COUNTY with its Multi-Agency Gang Task Force, referred to as MAGTF, which was created to conduct proactive gang enforcement operations and investigate criminal activity, apprehend, and prosecute those who are outside of the jurisdictional boundaries of the AGENCY as both PARTIES recognize that criminals do not operate with regard to jurisdictional boundaries; and

**WHEREAS**, the apprehension and prosecution of these criminals should reduce crime both inside and outside AGENCY limits regardless of where these criminals are ultimately apprehended; and,

**WHEREAS**, this MAA is separate from, and more specific in purpose than, the "Law Enforcement Mutual Aid Agreement for Voluntary Cooperation and Operational Assistance," signed by COUNTY and AGENCY representatives,

**NOW, THEREFORE, BE IT KNOWN** that the COUNTY and the AGENCY, and the undersigned representatives, invoke mutual aid and voluntary cooperation between the Director of the Miami-Dade Police Department and the Chief of Police of the Surfside Police Department by signing this MAA, for the purposes described herein pursuant to the Florida Mutual Aid Act, ss. 23.12 - 23.22, Florida Statutes, and in consideration for mutual promises to render valuable aid, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions.

**SECTION I. DEFINITIONS**

1. Chief Executive Official: Either the Mayor of the COUNTY, or the Government Executive (highest ranking official) of the AGENCY, who has the authority to contractually bind the

2. respective law enforcement agency and has executed this Agreement, upon the approval of the governing body of each of the PARTIES. Subsequent to the execution by the executive officials, this Agreement shall be filed with the Clerk of the Court for the COUNTY, and the Clerk of the AGENCY. This MAA may be amended at any time by filing subsequent Amendment(s), which will be subject to the same approval process, and shall thereafter become a part of this MAA.
3. Miami-Dade Police Department head: The Director of the Miami-Dade Police Department, or the Director's designee; and the Chief of Police of the Surfside Police Department, or the Chief's designee.
4. Certified law enforcement employee: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

## **SECTION II. TERMS AND PROCEDURES**

1. Operations:
  - a. The AGENCY agrees to furnish necessary manpower, equipment, facilities, and other resources and to render services to the COUNTY as required to assist the COUNTY to investigate, apprehend and prosecute those people who are engaging in criminal gang activity, and other violent crimes, outside of the jurisdictional boundaries of the AGENCY, however, the AGENCY shall not be required to deplete unreasonably its own manpower, equipment, facilities, and other resources and services in rendering such assistance.
  - b. The agency heads, or their designees, shall establish procedures for giving control of the mission definition to the COUNTY, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this MAA to the COUNTY.
2. Powers, Privileges, Immunities, and Costs:
  - a. All employees of the Surfside Police Department, including certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the City pursuant to a request for aid made in accordance with this MAA, shall, pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties for the party by which they are normally employed.
  - b. The party having financial responsibility for the law enforcement agency providing services, personnel, vehicles, equipment, or facilities pursuant to the provisions of this MAA shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.
  - c. The AGENCY shall compensate all of its employees rendering aid pursuant to this MAA and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.
  - d. All exemption from ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any PARTY when performing their respective functions within the territorial limits of their respective agencies shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extra territorially under the provisions of this MAA. The provisions of this MAA shall apply with equal effect to paid and auxiliary employees.



3. Indemnification: Each PARTY participating in the Multi-Agency Gang Task Force pursuant to this MAA agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while participating herein and pursuant to this MAA, subject to the provisions of Section 768.28, Florida Statutes, where applicable. "Assume Responsibility" shall mean incurring any and all costs associated with any suit, action, or claim for damages arising from the performance of this agreement.
4. Forfeitures: Investigators operating pursuant to this MAA may encounter property subject to forfeiture pursuant to the Florida Contraband Forfeiture Act, Florida Statutes. Such property may be seized, forfeited, and equitably distributed among the PARTIES in proportion to the amount of investigation and participation performed by each law enforcement agency, less the costs associated with the forfeiture action. The COUNTY shall have the exclusive right to control and maintain the property, including, but not limited to, the complete discretion to bring the action, or to dismiss the action, or to negotiate a settlement. All seizures (currency, narcotics, evidence or other property) will remain in the control and custody of Miami-Dade Police officers and will be impounded in accordance with COUNTY procedures. The AGENCY must request its share of seized property in writing when the initial seizure documentation is provided to the Miami-Dade Police Department, Police Legal Bureau, or the AGENCY will be barred from claiming any portion of the seized property that may be ultimately forfeited.
5. Conflicts: Any conflicts between this MAA and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.

### **SECTION III. COMMAND AND SUPERVISORY RESPONSIBILITY**

1. Command: The personnel and equipment that are assigned by the AGENCY shall be under the immediate command and direct supervision of a supervising officer designated by the Director of the Miami-Dade Police Department, or his/her designee.
2. Conflicts: Whenever an officer is rendering assistance pursuant to this MAA, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his or her own employer. If any such rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the COUNTY, then such rule, regulation, policy, general order or procedure of the AGENCY shall control, and shall supersede the direct order.
3. Complaints: Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this MAA, the Director or 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 Director or Chief of Police or designee should ascertain at a minimum:
  - The identity of the complainant;
  - An address where the complainant can be contacted;
  - The specific allegation; and;
  - 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 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 COUNTY 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 COUNTY violated any of the COUNTY's policies or procedures.

#### **SECTION IV. PROVISIONS FOR MUTUAL AID AND VOLUNTARY AND OPERATIONAL ASSISTANCE**

1. In compliance with and under the authority of this MAA heretofore entered into by the COUNTY and the AGENCY, it is hereby declared that COUNTY is requesting assistance from the AGENCY to investigate, apprehend and prosecute those people who are engaging in criminal gang activity, and other crimes, outside of the jurisdictional boundaries of the AGENCY.
2. A deputy sheriff or police officer of either the COUNTY or the AGENCY shall be considered to be operating under the provisions of this MAA when participating in law enforcement activities that are preplanned and approved by each respective agency head or appropriately dispatched for the purposes of this MAA.
3. The AGENCY agrees to provide personnel to the COUNTY to achieve the purposes of this MAA. AGENCY personnel will only be assigned to participate in operations and investigations governed by this MAA after receiving approval from the COUNTY through the Miami-Dade Police Department.
4. The COUNTY and the AGENCY will furnish their own vehicles and will be responsible for the expenses, maintenance and any liability incurred with respect to the use of their respective vehicles.
5. **RECORDS AND REPORTS:** All investigative reports and arrest reports will be maintained by the COUNTY. With respect to any other records that either PARTY may maintain, each PARTY agrees to comply with public records laws. More specifically, each PARTY will:
  - a. Keep and maintain public records that ordinarily and necessarily would be required by the PARTY in order to perform the services required by this MAA.
  - b. Provide the public with access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
  - d. Meet all requirements for retaining public records and transfer, at no cost, to the other PARTY.
6. **PROSECUTION:** The criteria for the decision whether to have any particular case prosecuted in the State or Federal system will be based on which level of prosecution and venue would provide the greatest benefit to the overall objectives of the investigation. In all cases, timely notification will be made to the appropriate prosecuting authority.
7. **SCHEDULE OF WORK HOURS:** Work hours may vary to meet operational needs.
8. **INFORMANTS:** Funds to pay any confidential informants for information relating to criminal activity will be supplied by the confidential informants' controlling police department. Informants will be paid in accordance with the specific department's rules and regulations.
9. **RELEASE OF INFORMATION TO THE PRESS:** At no time will any employee of either PARTY release to or discuss with any member of the press any aspect of operations or any aspect of the direction, focus, or general purpose of the investigation without first consulting with the appropriate supervisor of the Miami-Dade Police Department. Subsequent to the consultation, officers acting pursuant to the MAA will discuss any information release with the affected investigators and/or prosecutors to assure that the integrity of the investigation will not be jeopardized. In most, if not all cases, the release of any information, no matter how generic, will be made jointly with the participation of both PARTIES and pursuant to Florida Statutes Chapter 119 and any other applicable statutes governing the disclosure of public records.

**SECTION V. EFFECTIVE DATE**

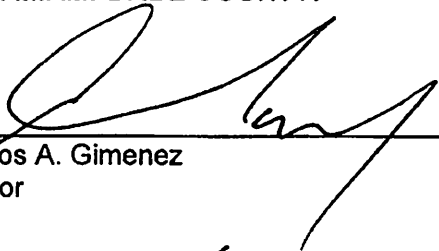
This Agreement shall be in effect from the date of signing and will continue year to year. Under no circumstances may this MAA be renewed, amended, or extended except in writing.

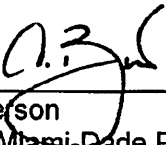
**SECTION VI. CANCELLATION**

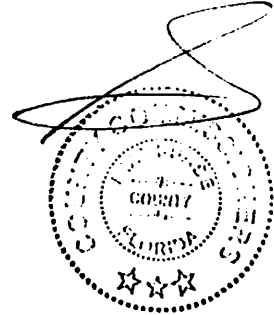
This Agreement may be cancelled by either PARTY upon thirty (30) days written notice to the other PARTY. Cancellation will be at the discretion of the chief executive official of the PARTIES hereto.

AGREED TO AND ACKNOWLEDGED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

FOR MIAMI-DADE COUNTY:

*for*  \_\_\_\_\_ *6/30/14*  
Carlos A. Gimenez Date  
Mayor

*for*  \_\_\_\_\_ *6.26.14*  
J.D. Patterson Date  
Director, Miami-Dade Police Department



**FOR THE TOWN OF SURFSIDE**

---

Michael Crotty, Town Manger

Date

---

David Allen, Chief  
Surfside Police Department

Date



## Town of Surfside Commission Communication

**Agenda #** 3J

**Agenda Date:** September 9, 2014

**Subject:** Resolution – Authorizing Agreement with HSWMR for Toxicological, Environmental and Health Assessment Services

**Background:** At the May 9 Commission meeting, the Commission authorized the retention of Dr. Christopher Teaf of HSWMR, Inc. to serve as the Town's independent toxicologist to address health and safety concerns raised by residents at the meeting. Specifically, residents expressed concerns regarding arsenic level reading of sand recently transferred onto the beach from the Surf club. The test results of Terrecon (Town's independent laboratory) showed that all readings were within normal/acceptable levels except arsenic which exceeded the State's recommended default residential levels for arsenic. Terrecon's report indicated that the arsenic level readings of the transferred sand reflect naturally occurring background levels of arsenic in beach sand.

Once residents identified health/safety issues, Staff was directed by the Commission to immediately proceed with comprehensively addressing the testing results and undertake a health risk assessment. On May 10, Dr. Teaf was contacted to engage him to provide these professional services to the community.

In the following weeks, a Town Hall meeting was held on June 2 and a Sand Project Community Monitoring Committee was formed. Dr. Teaf assisted with both of these endeavors.

**Analysis:** From May 10 through the completion of the Sand Project Community Monitoring Committee, Dr. Teaf served as an advisor and provided the following services:

- Analyzed Town's testing results and conducted health risk assessment
- Attended the June 2 Town Hall meeting and 2 meetings of the Sand Committee
- Provided professional assistance to the Sand Committee by developing several testing protocols; assessing health concerns identified during the Sand Committee process; provided analysis of outside, independent testing results provided to the Sand Committee; and provided on-going support to the Sand Committee and Staff on issues relating to Sand Committee activities

**Budget Impact:** \$38,000 (Note: amount included in the budget amendment resolution on September 9 agenda).

**Recommendation:** Adopt resolution confirming the authorization provided by the Town Commission at the May 9 Commission meeting.

  
\_\_\_\_\_  
Michael P. Crotty, Town Manager

**RESOLUTION NO. 14 - \_\_\_\_\_**

**A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING THE TOWN ADMINISTRATION TO RETAIN HAZARDOUS SUBSTANCE AND WASTE MANAGEMENT RESEARCH, INC. ("HSWMR") TO ASSIST THE TOWN IN THE EVALUATION OF POTENTIAL ENVIRONMENTAL AND HEALTH RISKS RELATED TO THE BEACH SAND IN SURFSIDE, FLORIDA; AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT FOR RETENTION OF HSWMR FOR THE TOXICOLOGY EVALUATION OF THE SURFSIDE BEACH SAND; AUTHORIZING THE APPROPRIATION AND EXPENDITURE FROM THE 2013/2014 FISCAL YEAR BUDGET NOT TO EXCEED \$38,000.00 FROM THE GENERAL FUND, NON-DEPARTMENTAL ACCOUNT NO. 001-7900-590-3110; PROVIDING FOR AUTHORIZATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Thomas Tepper, P.E. from Terracon Consultants, Inc. presented the Town with the test results of sand which showed that all readings were within normal/acceptable levels except arsenic which exceeded the State's recommended default residential levels for arsenic; and

**WHEREAS**, in response to the residents' concerns expressed at the May 9, 2014 Town Commission Meeting, the Town Commission authorized the Town Manager to execute an agreement for retention of Hazardous Substance and Waste Management Research, Inc. ("HSWMR") for the toxicology evaluation of the Surfside Beach Sand in order to analyze and assess any health, welfare or safety issues of the community; and

**WHEREAS**, the Town Commission of the Town of Surfside believes it is in the Town's best interest to retain HSWMR for the toxicology evaluation due to the urgent nature of the issue which necessitated immediate action to be taken by the Town Commission; and

**WHEREAS**, the Town Commission of the Town of Surfside, Florida believes it is in the Town's best interest to enter into an agreement with HSWMR for the toxicology evaluation of the Surfside beach sand; and

**WHEREAS**, the Town Commission hereby amends the FY 2013/14 Budget and appropriates the amount of from the FY 2013/2014 Budget of no more than \$38,000.00 from the general fund, non-departmental account No. 001-7900-590-3110.

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



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

**Section 2. Authorization to Execute Agreement.** The Town Commission hereby authorizes the Town Manager to execute an agreement subject to the approval as to form and legality by the Town Attorney.

**Section 3. Authorization to Expend Funds.** The Town Manager is authorized to expend funds from the FY 2013/2014 Budget of no more than \$38,000.00 from the general fund, non-departmental account No. 001-7900-590-3110 to implement the terms and conditions of the Agreement.

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

**PASSED and ADOPTED** on this \_\_\_\_ day of \_\_\_\_\_ 2014.

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

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

**FINAL VOTE ON ADOPTION**


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

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

**ATTEST:**

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

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

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



## Town of Surfside Commission Communication

**Agenda #:** 4A1  
**Agenda Date:** August 12, 2014  
**Subject:** Massing  
**From:** Sarah Sinatra Gould, AICP, Town Planner

**Background:** At the April 3, 2013 Planning and Zoning Board meeting, staff presented a discussion item of a number of topics regarding building massing related to new construction. One of the topics was the maximum wall frontage of buildings.

Staff was requested to develop options that will reduce the maximum building frontage within the H120 district. This topic was vetted at approximately eight additional Planning and Zoning Board meetings, with detailed graphics provided to the board to assist in the development of the proposed text. Graphics of the proposed text are included.

**Analysis:** Below is the proposed code change:

Sec. 90-51. Maximum frontage of buildings.

90-51.1 Continuous wall frontage shall not exceed 270 feet and be articulated as follows:

- (1) *H30C*: For every 50 feet, a minimum three-foot change in wall plane.
- (2) *H40*: For every seventy-five (75) feet, a minimum six-foot change in wall plane.
- (3) *H120*: For every 100 feet, a minimum six-foot change in wall planes. The change shall be either vertical or horizontal. The maximum 270 foot continuous wall frontage is limited to a building platform no greater than 30 feet in height. This platform may contain habitable and non-habitable spaces. Buildings are permitted above the 30 foot high platform subject to the following:

a) A tower above the platform shall provide a continuous wall plane no greater than 150 feet in length with a minimum six-foot vertical or horizontal change in wall plane.

b) The distance between more than one tower located on a platform shall be a minimum of 40 feet.

c) If a platform is provided, the side setbacks of any tower shall be a minimum of 20 feet from the setback of the platform.

(4) Structured parking garages: see section 90-49.4

**Staff Recommendation:** The Planning and Zoning Board recommended approval to the Town Commission at the August 27, 2014 meeting. Staff recommends the Town Commission approve this ordinance on second reading.



\_\_\_\_\_  
Sarah Sinatra Gould, AICP, Town Planner



\_\_\_\_\_  
Michael Crotty, Town Manager

150-Foot  
Wide Tower

240-Foot  
Wide Pedestal

30-Foot  
Wide Side  
Setback

30-Foot  
Wide Side  
Setback



80-Foot  
Wide Tower

40-Foot  
Wide Separation

80-Foot  
Wide Tower

20-Foot  
Wide Tower  
Setback

20-Foot  
Wide Tower  
Setback

240-Foot  
Wide Pedestal

30-Foot  
Wide Side  
Setback

30-Foot  
Wide Side  
Setback



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

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING CHAPTER 90 ZONING; SECTION 90-51 MAXIMUM FRONTAGE OF BUILDINGS, SPECIFICALLY AMENDING SECTION 90-51.1 TO LIMIT THE HEIGHT OF THE 270 FOOT LONG PLATFORM TO 30 FEET IN HEIGHT AND LIMIT THE TOWERS TO 150 FEET IN LENGTH; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 90-51 of the Town of Surfside Code regulates the maximum continuous wall frontage of buildings; and

WHEREAS, Section 90-51.1 of the Code contains a limitation of 270 feet on the maximum building length; and

WHEREAS, the Town wishes to provide greater separation between building towers by limiting height of the 270 foot long platform to 30 feet and limit the towers to 150 feet in length; and

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

WHEREAS, the Town Commission held its first duly noticed public hearing on these regulations on August 12, 2014 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 Planning and Zoning Board, as the Local Planning Agency for the Town, held its hearing on the proposed amendments to the Code of Ordinances on August 27, 2014; and

**WHEREAS**, the Town Commission has conducted a second duly noticed public hearing on these regulations as required by law on September 9, 2014 and further finds the proposed change to the Code necessary and in the best interest of the community.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA 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. 90-51. - Maximum frontage of buildings.**

90-51.1 Continuous wall frontage shall not exceed 270 feet and be articulated as follows:

- (1) *H30C*: For every 50 feet, a minimum three-foot change in wall plane.
- (2) *H40*: For every seventy-five (75) feet, a minimum six-foot change in wall plane.
- (3) *H120*: For every 100 feet, a minimum six-foot change in wall planes. The change shall be either vertical or horizontal. The maximum 270 foot continuous wall frontage is limited to a building platform no greater than 30 feet in height. This platform may contain habitable and non-habitable spaces. Buildings are permitted above the 30 foot high platform subject to the following:
  - a) A tower above the platform shall provide a continuous wall plane no greater than 150 feet in length with a minimum six-foot vertical or horizontal change in wall plane.
  - b) The distance between more than one tower located on a platform shall be a minimum of 40 feet.
  - c) If a platform is provided, the side setbacks of any tower shall be a minimum of 20 feet from the setback of the platform.
- (4) Structured parking garages: see section 90-49.4

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

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

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

**Section 6. Effective Date.** This Ordinance shall be effective upon final adoption on second reading.

**PASSED and ADOPTED** on first reading this \_\_\_\_ day of \_\_\_\_\_, 2014.

**PASSED and ADOPTED** on second reading this \_\_\_\_ day of \_\_\_\_\_, 2014.

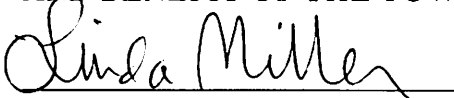
\_\_\_\_\_  
Daniel Dietch, Mayor



**ATTEST:**

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

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



Linda Miller  
Town Attorney

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

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

**VOTE ON ADOPTION:**

Commissioner Barry R. Cohen      yes \_\_\_\_\_ no \_\_\_\_\_

Commissioner Michael Karukin      yes \_\_\_\_\_ no \_\_\_\_\_

Commissioner Marta Olchyk      yes \_\_\_\_\_ no \_\_\_\_\_

Vice Mayor Eli Tourgeman      yes \_\_\_\_\_ no \_\_\_\_\_

Mayor Daniel Dietch      yes \_\_\_\_\_ no \_\_\_\_\_



## Town of Surfside Commission Communication

**Agenda #:** 5A  
**Agenda Date:** September 9, 2014  
**Subject:** Historic Preservation  
**From:** Sarah Sinatra Gould, AICP, Town Planner

The staff of the Miami-Dade Historic Preservation Board (Board) have identified nine buildings along the west side of Collins Avenue as potentially historic structures. These include 9016, 9024, 9025, 9033, 9040, 9048, 9054, 9064 and 9340 Collins Avenue. The property owners were notified of the Board's interest in these buildings through a letter each property owner received notifying them that their property is now subject to a moratorium on all building permits until the Board held a public hearing to determine if the structure would be designated historic.

The property owners contacted the Town asking for assistance in this matter. At that time, the Town contacted the Board's staff requesting a meeting to discuss the implications of this moratorium and inform them of the Town's ongoing plans, including the parking structure analysis and the discussion of development standards on the block between Collins and Harding. Based on our discussion with the Board's staff, we indicated that it would be appropriate to request a deferral of a decision by the Board. The Board meeting was held on June 18, 2014 and Town staff requested a six month deferral to provide for an opportunity to work with the Board's staff. An attorney for one of the affected property owners was also present and asked for a three month deferral. The Board granted a three month deferral of the decision to designate the properties historic.

Since that time the County Staff also identified 13 additional properties that may be evaluated to determine if they are potentially eligible for historic designation. Property owners are not notified by the County until such time a

moratorium is issued on building permits related to their property, therefore, Town Staff notified all property owners on the list through a mailing. The Town has also coordinated a public meeting with the County Staff and invited affected property owners scheduled for Wednesday, September 10, 2014 at 6pm at the Town Hall Commission Chambers.

**Budget Impact:** If properties are designed historic, there could be negative tax implications for the Town.

**Growth Impact:** The Planning and Zoning Board has determined that the corridor between Collins and Harding Avenue is their number one priority. Staff is going to be preparing an analysis followed by zoning criteria relating to this corridor to guide future redevelopment. The Historic Preservation staff has indicated they may be considering the segment of this corridor between 93<sup>rd</sup> and 94<sup>th</sup> street as a historic district, which could impact the redevelopment potential of the Town.

**Staff Impact:** Town staff have been fielding numerous phone calls from the public, scheduling meetings and utilizing Town resources to notify the public and increase awareness of the County's program.

**Staff Recommendation:** Staff recommends the Town Commission request an extension of the Historic Preservation Board's public hearing on these structures to gain additional time for the Town to inform the County staff of the Town's plans.



Sarah Sinatra Gould, AICP, Town Planner



Michael Crotty, Town Manager

**RESOLUTION NO. 14 - \_\_\_\_\_**

**A RESOLUTION OF THE TOWN OF SURFSIDE URGING THE MIAMI-DADE COUNTY HISTORIC PRESERVATION BOARD (“BOARD”) TO GRANT A SIX MONTH DEFERRAL FOR DESIGNATION OF ANY AND ALL PROPERTIES IN THE TOWN OF SURFSIDE AS HISTORIC STRUCTURES OR DISTRICTS; TO PROVIDE THE TOWN AN OPPORTUNITY TO WORK WITH THE BOARD’S STAFF; TO ALLOW THE TOWN TIME TO ANALYZE PREPARATION OF ZONING CRITERIA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, in 1981 the Miami-Dade County Board of County Commissioners adopted the Metropolitan Miami-Dade County Historic Preservation Ordinance ("Historic Preservation Ordinance") which allows for designation of certain properties as historic without first securing the consent of the property owner; and

**WHEREAS**, municipalities incorporated prior to July 1, 1982 were given the option to adopt their own municipal historic preservation ordinance within 365 days from the effective date of adoption of the Historic Preservation Ordinance or to be governed by the County ordinance; and

**WHEREAS**, the Town of Surfside (“Town”) did not adopt its own historic preservation ordinance; and

**WHEREAS**, since 1981, the Town has undergone extensive preparation, review and revisions of its Comprehensive Plan and its land development regulations, and the Town’s vision and goals for future development has significantly changed; and

**WHEREAS**, designation of properties as historic is an ongoing process and new designation of properties as historic without the owner's consent has the potential to adversely affect, among other things, the goals and objectives of the Town’s comprehensive planning efforts and its fiscal operations; and

**WHEREAS**, the Miami-Dade County Historic Preservation Board (“Board”) has currently identified 9 buildings in the Town of Surfside along the west side of Collins Avenue as potentially historic structures which include 9016, 9024, 9025, 9033, 9040, 9048, 9054, 9064 and 9340 Collins Avenue and the potential for designating a historic district in the area; and

**WHEREAS**, the property owners contacted the Town asking for assistance in this matter after each property owner received a letter from the Board notifying them that their property is subject to a moratorium on all building permits; and

**WHEREAS**, the Town has concerns about the process of notification as well as the location of properties that have been selected as eligible for historic preservation; and

**WHEREAS**, on June 18, 2014, at the Board's hearing, Town staff requested a six month deferral to provide for an opportunity to work with the Board's staff, and the Board granted a three month deferral of the Board's decision to designate historic properties and a historic district; and

**WHEREAS**, the Town has engaged in a decade long discussion of parking needs and undertook a parking analysis for a public-private partnership to provide the Town with much needed parking opportunities; and

**WHEREAS**, the Town has studied the area from 93<sup>rd</sup> Street to 96<sup>th</sup> Street (the Harding Avenue and Collins Avenue corridor) for a potential expansion of the business district; and

**WHEREAS**, the Town desires to provide flexibility for this "corridor" as the Town decides what is the future of redevelopment on this block; and

**WHEREAS**, due to the high interest for redevelopment in the Collins and Harding Avenue corridor, the Town Commission and the Town Planning and Zoning Board have set priorities; and

**WHEREAS**, to help guide future development for the Town's desired development pattern for the Collins and Harding Avenue corridor, a budget item in the Town's proposed FY 14/15 budget includes analysis and preparation of zoning criteria for preparation and comparison of current conditions, impacts to existing buildings and strategies for potential non-conformities such as a modification to an existing building, under what circumstances would the entire development need to be brought up to the proposed code, consistency of new criteria with the Comprehensive Plan, including the 1989 Comprehensive Plan, which provided for a study of this corridor, consistency of new criteria with other sections of the zoning code such as off-street parking, signs, accessory structures, conditional uses, landscaping and requirements for open space in terms of landscaping, public space; and

**WHEREAS**, on August 27, 2014, the Planning and Zoning Board, as the Local Planning Agency for the Town, held its hearing and recommended and supported the Town's request to the Miami-Dade County Historic Preservation Board to grant a six month deferral for historic designation of any and all properties in the Town of Surfside, which will allow the Town time to prepare criteria to help guide future development into the desired development pattern and to analyze and to study the impact to the Town; and

**WHEREAS**, on August 27, 2014, the Planning and Zoning Board, as the Local Planning Agency for the Town, held its hearing and requested to be consulted on and involved from the outset with all future Historic Preservation Board actions in the Town of Surfside; and

**WHEREAS**, it is in the best interest of the Town to request the Miami-Dade County Historic Preservation Board grant a six month deferral for historic designation for any and all properties in the Town of Surfside.

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

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

**Section 2. Support by the Town of Surfside Town Commission.** The Town strongly urges the Miami-Dade Historic Preservation Board to grant a six month deferral for historic designation of any and all properties in the Town of Surfside.

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

**Section 4. Direction to Town Clerk.** The Town Clerk is hereby directed to transmit a copy of this Resolution to: the Board of County Commissioners of Miami-Dade County, the Miami-Dade County Historic Preservation Board, the Miami-Dade County League of Cities, Inc. and municipalities in Miami-Dade County.

**Section 5. Effective Date.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Motion by Commissioner \_\_\_\_\_, second by Commissioner \_\_\_\_\_.

**FINAL VOTE ON ADOPTION:**

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

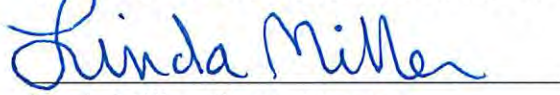
\_\_\_\_\_  
Daniel Dietch, Mayor

**ATTEST:**

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Sandra Novoa, Town Clerk

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



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Linda Miller, Town Attorney



## Commission Communication

**Agenda #:** 5B

**Date:** September 9, 2014

**Subject:** Employee Health Benefits Contract Renewal for FY14-15.

**Objective:** To provide all eligible employees with Health Insurance coverage(s) and other benefits for FY14-15.

**Background:** The contract with Unitedhealth will expire on September 30, 2014. The Town has had coverage with Unitedhealth since October 1, 2010 and said coverage will continue to September 30, 2015.

Health insurance premium rates continue to rise each year as the cost of medical treatment increases. The Town's Insurance broker negotiated a rate increase of 9 % from our current carrier.

Adams Benefit our insurance agent of record for employee health, disability, life, dental and all other related benefit programs was directed by staff to renegotiate the existing plan or find an acceptable alternative plan from another carrier with the goal of keeping the cost increase to the lowest level possible while minimizing the impact on our employee coverages.

Adams Benefit provided several proposals to staff. All proposals were analyzed and it was determine that continuing with Unitedhealth care and providing employees with the option to select either a traditional plan or a health reimbursement account (HRA) plan was the most favorable option.



### **SUPPLEMENTAL BENEFIT PLANS:**

Staff is recommending that we remain with Mutual of Omaha for Life insurance, Short-Term and Long-Term Disability. The rates for Life Insurance and Short Term and Long Term disability did not change from the FY 13/14 rates.

The Town will continue its coverage with Mutual of Omaha for the eighth year.

The dental coverage will continue with Unitedhealth; thus providing a medical premium reduction of 2%.

### **Analysis:**

### **SUMMARY BENEFIT RECAP:**

1. The employee share per pay period for employee only coverage will be \$0 if the HRA coverage is selected. The employee share per pay period for employee only coverage for the traditional plan will be \$26.03.

The employee share per pay period for employee and family coverage (HRA) will remain at \$170.50. The employee share per pay period for employee and family coverage (traditional) will be \$206.16.

2. The recommended Health Reimbursement Account (HRA) includes the following: A card will be issued to employees who select this option. The Town will fund \$1,500 for employee only and \$3,000 for family or dependent coverage to assist with the calendar year deductible of the plan. This would equate to a total cost of \$210,000. Any funds not utilized will remain in the Town's account for future use.

The HRA card can be utilized for co-pays, deductibles, lab fees, prescriptions and over the counter medications.

3. The dental HMO and PPO plan will be offered thru Unitedhealth Care. The HMO rates did not change. The employee share per pay period for employee only HMO coverage will be \$0.

The employee share per pay period for employee and family dental HMO coverage will be \$8.38.

The PPO rates increased approximately 12.5%. The employee share per pay period for employee only PPO coverage will be \$12.72 and the employee and family coverage will be \$69.48.

4. The Town will continue to provide Life and Disability coverage to all full time employees. The rates for Life and Disability coverage did not increase.
5. The Town will continue to provide an Employee Assistance Program (EAP) fully integrated with Mutual of Omaha to help employees experiencing personal problems in a confidential matter.
6. The Flexible Spending Accounts benefit services and the Health Reimbursement Accounts will be managed by Mangrove.


The Flexible Spending Accounts provides tax benefits to employees electing this service.

**Budget Impact:** The contract total cost (**Town plus employee contribution**) is estimated at \$985,422 for FY 14/15. The Town's contribution portion is estimated at approximately \$838,761 which includes \$210,000 for a Health Reimbursement Account (HRA) to cover employee deductions and copayments. There are anticipated savings that should occur in the Health Reimbursement Account at the end of the fiscal year from employees not utilizing all their respective funds in the account. FY 14/15 budget allocated \$857,472 for the Town's contribution portion of the employees' health care cost.

**Staff Impact:** Each year at renewal time in September, an "open enrollment" session is held for employees desiring coverage. Once employees make their decisions, the administration is handled by the carriers along with oversight and assistance from the insurance broker.

**Recommendation:** It is recommended that the Town Commission adopt the attached resolution renewing Unitedhealth Care as our health insurance contract carrier. The Benefit Summary is included in the package attachment A.

  
Human Resources Director

  
Town Manager

  
Finance Director

RESOLUTION NO. 14 - \_\_\_\_\_

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

WHEREAS, the Town Commission of the Town of Surfside, Florida (“The Town”) on October 8, 2013 by Resolution No. 13-2197 retained Adams Benefit to become agent of record and secure and analyze the best proposals from competitive health care and other benefit providers for the Town of Surfside employees every year; and

WHEREAS, this task has been completed and the Town desires to continue to engage and renew with United Healthcare and Mutual of Omaha (“The Providers”) to arrange for the delivery of health and other benefits for Fiscal Year 2014/2015, for qualified Town employees. and

WHEREAS, the Town Commission believes that it is in the best interest of the Town to accept the proposals of The Providers attached hereto as Attachment “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 Town Manager to enter into an agreement with United Healthcare and Mutual of Omaha for group health and other benefits, based on the terms of the proposals attached hereto as Attachment “A”.

**Section 3. Implementation.** The Town Manager and the Town Attorney are hereby authorized to take any and all action necessary to implement this Resolution in accordance with the terms and conditions of The Providers attached hereto as Attachment “A”.

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

**PASSED** and **ADOPTED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Motion by Commissioner \_\_\_\_\_, second by Commissioner \_\_\_\_\_.

**FINAL VOTE ON ADOPTION:**


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

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

**ATTEST:**

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

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

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



**Benefit Summary for Plan Year 10/1/2014 - 9/30/2015**

<b><u>Benefits</u></b>	<b><u>United Healthcare</u></b>	
	<b>5Q-3 - HRA</b>	
	<b>In-Network</b>	<b>Out-Network</b>
<b>Calendar Year</b>	\$2,000 Ind.	\$5,000 Ind.
<b>Deductible (CYD)</b>	\$4,000 Family	\$10,000 Family
<b>Co-Insurance</b>	10%	50%
<b>Physicians Office</b>	CYD / 10%	CYD / 50%
<b>Specialist Office</b>	CYD / 10%	CYD / 50%
<b>Preventive Care</b>	100% Paid	CYD / 50%
<b>Inpatient Hospital</b>	CYD / 10%	CYD / 50%
<b>Out-Patient Surgery</b>	CYD / 10%	CYD / 50%
<b>Out-Patient Major Diagnostic (e.g., MRI, MRA, PET, CT)</b>	CYD / 10%	CYD / 50%
<b>Emergency Room</b>	CYD / 10%	CYD / 50%
<b>Urgent Care Center</b>	CYD / 10%	CYD / 50%
<b>Prescription Drugs</b>	CYD; \$10/\$35/\$60/\$100	
<b>Out of Pocket</b>	\$4,000 Ind. \$8,000 Family	\$10,000 Ind. \$20,000 Family
	<i>Includes CYD, Co-pays &amp; Co-Ins</i>	
<b>Provider Search</b>	<a href="http://www.unitedhealthcare.com">www.unitedhealthcare.com</a>	
<b>Prescription Search</b>	<a href="http://www.adamsbenefit.com">www.adamsbenefit.com</a>	
<b>Labwork Search</b>	<a href="http://www.labcorp.com">www.labcorp.com</a>	

This is a brief summary of the benefits and rates offered. The Certificate of Coverage is the governing document for all benefits, requirements and limitations. If there is a variation between this summary and the Certificate of Coverage, the Certificate will govern.



# YOUR BENEFITS Benefit Summary

Florida - Choice Plus  
HSA - 2000/90% Plan 5Q3

We know that when people know more about their health and health care, they can make better informed health care decisions. We want to help you understand more about your health care and the resources that are available to you.

- **myuhc.com<sup>®</sup>** – Take advantage of easy, time-saving online tools. You can check your eligibility, benefits, claims, claim payments, search for a doctor and hospital and much, much more.
- **24-hour nurse support** – A nurse is a phone call away and you have other health resources available 24-hours a day, 7 days a week to provide you with information that can help you make informed decisions. Just call the number on the back of your ID card.
- **Customer Care telephone support** – Need more help? Call a customer care professional using the toll-free number on the back of your ID card. Get answers to your benefit questions or receive help looking for a doctor or hospital.

## PLAN HIGHLIGHTS

Types of Coverage	Network Benefits	Non-Network Benefits
<b>Annual Deductible - Combined Medical and Pharmacy</b>		
Single Coverage Deductible	\$2,000 per year	\$5,000 per year
Family Coverage Deductible	\$4,000 per year	\$10,000 per year

> No one in the family is eligible for benefits until the family coverage deductible is met.

<b>Out-of-Pocket Maximum - Combined Medical and Pharmacy</b>		
Single Coverage Out-of-Pocket Maximum	\$4,000 per year	\$10,000 per year
Family Coverage Out-of-Pocket Maximum	\$8,000 per year	\$20,000 per year

> Copayments, Coinsurance and Deductibles accumulate towards the Out-of-Pocket Maximum.  
> If more than one person in a family is covered under the Policy, the single Out-of-Pocket Maximum stated above does not apply.

This Benefit Summary is intended only to highlight your Benefits and should not be relied upon to fully determine your coverage. If this Benefit Summary conflicts in any way with the Certificate of Coverage (COC), Riders, and/or Amendments, those documents shall prevail. It is recommended that you review these documents for an exact description of the services and supplies that are covered, those which are excluded or limited, and other terms and conditions of coverage.

### FLCG075Q314

Item#	Rev. Date	
213-6946	1213	Base/Value HSA/Comb/NonEmb/14515/2011/INS

UnitedHealthcare Insurance Company

## Prescription Drug Benefits

Prescription drug benefits are shown under separate cover.

## Additional Benefit Information

- > Refer to your Certificate of Coverage or Summary of Benefits and Coverage to determine if the Annual Deductible, Out-of-Pocket Maximum and Benefit limits are calculated on a Policy or Calendar year basis.
- > Refer to your Certificate of Coverage and your Riders for the definition of Eligible Expenses and information on how Benefits are paid.
- > When Benefit limits apply, the limit refers to any combination of Network and Non-Network Benefits unless specifically stated in the Benefit category.

## MOST COMMONLY USED BENEFITS

Types of Coverage	Network Benefits	Non-Network Benefits
<b>Physician's Office Services - Sickness and Injury</b>		
Primary Physician Office Visit	90% after Deductible has been met.	50% after Deductible has been met.
Specialist Physician Office Visit	90% after Deductible has been met.	50% after Deductible has been met.
		<i>Prior Authorization is required for Genetic Testing - BRCA.</i>

## Preventive Care Services

Covered Health Services include but are not limited to:

Primary Physician Office Visit	100%, Copayments and Deductibles do not apply.	Non-Network Benefits are not available, except for "Child Health Supervision Services," one annual female physical, including a pap smear and a mammogram.
Specialist Physician Office Visit	100%, Copayments and Deductibles do not apply.	
Lab, X-Ray or other preventive tests	100%, Copayments and Deductibles do not apply.	

The health care reform law provides for coverage of certain preventive services, based on your age, gender and other health factors, with no cost-sharing. The preventive care services covered under this section are those preventive services specified in the health care reform law. UnitedHealthcare also covers other routine services as described in other areas of this summary, which may require a copayment, coinsurance or deductible. Always refer to your plan documents for your specific coverage.

## Urgent Care Center Services

	90% after Deductible has been met.	50% after Deductible has been met.
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## Emergency Health Services - Outpatient

	90% after Deductible has been met.	90% after Network Deductible has been met.
		<i>Notification is required if confined in a non-Network Hospital.</i>

**MOST COMMONLY USED BENEFITS**

**YOUR BENEFITS**

Types of Coverage	Network Benefits	Non-Network Benefits
Hospital - Inpatient Stay	90% after Deductible has been met.	50% after Deductible has been met. <i>Prior Authorization is required.</i>



## ADDITIONAL CORE BENEFITS

Types of Coverage	Network Benefits	Non-Network Benefits
<b>Ambulance Service - Emergency and Non-Emergency</b>		
Ground Ambulance Transportation costs of a newborn to the nearest appropriate facility for treatment are covered.	90% after Deductible has been met.	90% after Network Deductible has been met.
Air Ambulance Transportation costs of a newborn to the nearest appropriate facility for treatment are covered.	90% after Deductible has been met.	90% after Network Deductible has been met.
	<i>Prior Authorization is required for non-Emergency Ambulance.</i>	<i>Prior Authorization is required for non-Emergency Ambulance.</i>
<b>Congenital Heart Disease (CHD) Surgeries</b>		
	90% after Deductible has been met.	50% after Deductible has been met. <i>Prior Authorization is required.</i>
<b>Dental Services - Accident Only</b>		
	90% after Deductible has been met.	90% after Network Deductible has been met.
	<i>Prior Authorization is required.</i>	<i>Prior Authorization is required.</i>
<b>Diabetes Services</b>		
Diabetes Self Management and Training Diabetic Eye Examinations/Foot Care	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary.	
Diabetes Self Management Items	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under Durable Medical Equipment and in the Outpatient Prescription Drug Rider. However diabetes self-management items are not subject to any limits.	
		<i>Prior Authorization is required for Durable Medical Equipment in excess of \$1,000.</i>
<b>Durable Medical Equipment</b>		
Benefits are limited as follows: A single purchase of a type of Durable Medical Equipment (including repair and replacement) every three years. This limit does not apply to wound vacuums.	90% after Deductible has been met.	50% after Deductible has been met.  <i>Prior Authorization is required for Durable Medical Equipment in excess of \$1,000.</i>
<b>Habilitative Services</b>		
	Benefits for Habilitative Services are provided under and as part of Rehabilitation Services – Outpatient Therapy and Manipulative Treatment and are subject to the limits as stated below in this benefit summary.	
<b>Hearing Aids</b>		
Benefits are limited as follows: \$2,500 per year and are limited to a single purchase (including repair/replacement) per hearing impaired ear every three years.	90% after Deductible has been met.	50% after Deductible has been met.

**ADDITIONAL CORE BENEFITS**

**YOUR BENEFITS**

Types of Coverage	Network Benefits	Non-Network Benefits
<b>Home Health Care</b>		
Benefits are limited as follows: 60 visits per year	90% after Deductible has been met.	50% after Deductible has been met.  <i>Prior Authorization is required.</i>
<b>Hospice Care</b>		
	90% after Deductible has been met.	50% after Deductible has been met.  <i>Prior Authorization is required for Inpatient Stay.</i>
<b>Lab, X-Ray and Diagnostics - Outpatient</b>		
For Preventive Lab, X-Ray and Diagnostics, refer to the Preventive Care Services category.		
Lab Testing - Outpatient	90% after Deductible has been met.	50% after Deductible has been met.
X-Ray and Other Diagnostic Testing - Outpatient	90% after Deductible has been met.	50% after Deductible has been met.  <i>Prior Authorization is required for sleep studies.</i>
<b>Lab, X-Ray and Major Diagnostics - CT, PET, MRI, MRA and Nuclear Medicine - Outpatient</b>		
	90% after Deductible has been met.	50% after Deductible has been met.  <i>Prior Authorization is required.</i>
<b>Ostomy Supplies</b>		
Benefits are limited as follows: \$2,500 per year	90% after Deductible has been met.	50% after Deductible has been met.
<b>Pharmaceutical Products - Outpatient</b>		
This includes medications administered in an outpatient setting, in the Physician's Office, or in a Covered Person's home.	90% after Deductible has been met.	50% after Deductible has been met.
<b>Physician Fees for Surgical and Medical Services</b>		
	90% after Deductible has been met.	50% after Deductible has been met.
<b>Pregnancy - Maternity Services</b>		
	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary.  <i>Prior Authorization is required if Inpatient Stay exceeds 48 hours following a normal vaginal delivery or 96 hours following a cesarean section delivery.</i>	
<b>Prosthetic Devices</b>		
Benefits are limited as follows: A single purchase of each type of prosthetic device every three years.	90% after Deductible has been met.	50% after Deductible has been met.  <i>Prior Authorization is required for Prosthetic Devices in excess of \$1,000.</i>

## ADDITIONAL CORE BENEFITS

Types of Coverage	Network Benefits	Non-Network Benefits
<b>Reconstructive Procedures</b>		
	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary.	<i>Prior Authorization is required.</i>
<b>Rehabilitation Services - Outpatient Therapy and Manipulative Treatment</b>		
Benefits are limited as follows: 20 visits of Manipulative Treatments 20 visits of physical therapy 20 visits of occupational therapy 20 visits of speech therapy 20 visits of pulmonary rehabilitation 36 visits of cardiac rehabilitation 30 visits of post-cochlear implant aural therapy 20 visits of cognitive rehabilitation therapy	90% after Deductible has been met.	50% after Deductible has been met.  <i>Prior Authorization is required for certain services.</i>
<b>Scopic Procedures - Outpatient Diagnostic and Therapeutic</b>		
Diagnostic scopic procedures include, but are not limited to: Colonoscopy Sigmoidoscopy Endoscopy  For Preventive Scopic Procedures, refer to the Preventive Care Services category.	90% after Deductible has been met.	50% after Deductible has been met.
<b>Skilled Nursing Facility / Inpatient Rehabilitation Facility Services</b>		
Benefits are limited as follows: 60 days per year	90% after Deductible has been met.	50% after Deductible has been met.  <i>Prior Authorization is required.</i>
<b>Surgery - Outpatient</b>		
	90% after Deductible has been met.	50% after Deductible has been met.  <i>Prior Authorization is required for certain services.</i>

**ADDITIONAL CORE BENEFITS**

**YOUR BENEFITS**

<b>Types of Coverage</b>	<b>Network Benefits</b>	<b>Non-Network Benefits</b>
<b>Therapeutic Treatments - Outpatient</b>		
Therapeutic treatments include, but are not limited to: Dialysis Intravenous chemotherapy or other intravenous infusion therapy Radiation oncology	90% after Deductible has been met.	50% after Deductible has been met.
<p style="text-align: right;"><i>Prior Authorization is required for certain services.</i></p>		
<b>Transplantation Services</b>		
Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary.		
For Network Benefits, services must be received at a Designated Facility.		
<i>Prior Authorization is required.</i>		<i>Prior Authorization is required.</i>

**STATE SPECIFIC BENEFITS**

Types of Coverage	Network Benefits	Non-Network Benefits
<b>Autism Spectrum Disorder</b>		
<p>Note: The visit limits specified under Rehabilitation Services - Outpatient Therapy and Manipulative Treatment in this Benefit Summary do not apply to Autism Spectrum Disorder.</p>	<p>Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary.</p>	<p>Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary.</p>
	<p><i>Prior Authorization is required as described in your Schedule of Benefits.</i></p>	<p><i>Prior Authorization is required as described in your Schedule of Benefits.</i></p>
<b>Bones or Joints of the Jaw and Facial Region</b>		
	<p>Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary.</p>	<p>Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary.</p>
	<p><i>Prior Authorization is required as described in your Schedule of Benefits.</i></p>	<p><i>Prior Authorization is required as described in your Schedule of Benefits.</i></p>
<b>Cleft Lip/Cleft Palate Treatment</b>		
	<p>Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary.</p>	<p>Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary.</p>
	<p><i>Prior Authorization is required as described in your Schedule of Benefits.</i></p>	<p><i>Prior Authorization is required as described in your Schedule of Benefits.</i></p>
<b>Clinical Trials</b>		
<p>Participation in a qualifying clinical trial for the treatment of:</p>	<p>Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary.</p>	<p>Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary.</p>
<p>Cancer or other life-threatening disease or condition</p>		
<p>Cardiovascular (cardiac/stroke)</p>		
<p>Surgical musculoskeletal disorders of the spine, hip and knees</p>		
	<p><i>Prior Authorization is required.</i></p>	<p><i>Prior Authorization is required.</i></p>
<b>Dental Services - Anesthesia and Hospitalization</b>		
	<p>Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary.</p>	<p>Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary.</p>
	<p><i>Prior Authorization is required as described in your Schedule of Benefits.</i></p>	<p><i>Prior Authorization is required as described in your Schedule of Benefits.</i></p>
<b>Enteral Formulas</b>		
	<p>90% after Deductible has been met.</p>	<p>50% after Deductible has been met.</p>
	<p><i>Prior Authorization is required as described in your Schedule of Benefits.</i></p>	<p><i>Prior Authorization is required as described in your Schedule of Benefits.</i></p>
<b>Mental Health Services</b>		
	<p>Inpatient: 90% after Deductible has been met.</p>	<p>Inpatient: 50% after Deductible has been met.</p>
	<p>Outpatient: 90% after Deductible has been met.</p>	<p>Outpatient: 50% after Deductible has been met.</p>
		<p><i>Prior Authorization is required for certain services.</i></p>

Types of Coverage	Network Benefits	Non-Network Benefits
<b>Neurobiological Disorders – Autism Spectrum Disorder Services</b>		
	Inpatient: 90% after Deductible has been met.  Outpatient: 90% after Deductible has been met.	Inpatient: 50% after Deductible has been met.  Outpatient: 50% after Deductible has been met.  <i>Prior Authorization is required for certain services.</i>
<b>Osteoporosis Treatment</b>		
	90% after Deductible has been met.  <i>Prior Authorization is required as described in your Schedule of Benefits.</i>	50% after Deductible has been met.  <i>Prior Authorization is required as described in your Schedule of Benefits.</i>
<b>Substance Use Disorder Services</b>		
	Inpatient: 90% after Deductible has been met.  Outpatient: 90% after Deductible has been met.	Inpatient: 50% after Deductible has been met.  Outpatient: 50% after Deductible has been met.  <i>Prior Authorization is required for certain services.</i>

This Benefit Summary is intended only to highlight your Benefits and should not be relied upon to fully determine your coverage. If this Benefit Summary conflicts in any way with the Certificate of Coverage (COC), Riders, and/or Amendments, those documents shall prevail. It is recommended that you review these documents for an exact description of the services and supplies that are covered, those which are excluded or limited, and other terms and conditions of coverage.

## EXCLUSIONS

It is recommended that you review your COC, Amendments and Riders for an exact description of the services and supplies that are covered, those which are excluded or limited, and other terms and conditions of coverage.

### Alternative Treatments

Acupressure; acupuncture; aromatherapy; hypnotism; massage therapy; rolfing; art therapy, music therapy, dance therapy, horseback therapy; and other forms of alternative treatment as defined by the National Center for Complementary and Alternative Medicine (NCCAM) of the National Institutes of Health. This exclusion does not apply to Manipulative Treatment and non-manipulative osteopathic care for which Benefits are provided as described in Section 1 of the COC.

### Dental

Dental care (which includes dental X-rays, supplies and appliances and all associated expenses, including hospitalizations and anesthesia). This exclusion does not apply to Benefits as described under Bones or Joints of the Jaw and Facial Region and Dental Services – Anesthesia and Hospitalization in Section 1 of the COC. This exclusion does not apply to accident-related dental services for which Benefits are provided as described under Dental Services – Accident Only in Section 1 of the COC. This exclusion does not apply to dental care (oral examination, X-rays, extractions and non-surgical elimination of oral infection) required for the direct treatment of a medical condition for which Benefits are available under the Policy, limited to: Transplant preparation; prior to initiation of immunosuppressive drugs; the direct treatment of acute traumatic injury, cancer or cleft palate. Dental care that is required to treat the effects of a medical condition, but that is not necessary to directly treat the medical condition, is excluded. Examples include treatment of dental caries resulting from dry mouth after radiation treatment or as a result of medication. Endodontics, periodontal surgery and restorative treatment are excluded. Preventive care, diagnosis, treatment of or related to the teeth, jawbones or gums. Examples include: extraction, restoration and replacement of teeth; medical or surgical treatments of dental conditions; and services to improve dental clinical outcomes. This exclusion does not apply to dental services for which Benefits are provided as described under Bones or Joints of the Jaw and Facial Region and Cleft Lip/Cleft Palate in Section 1 of the COC. This exclusion does not apply to accidental-related dental services for which Benefits are provided as described under Dental Services – Accidental Only in Section 1 of the COC. Dental implants, bone grafts and other implant-related procedures. This exclusion does not apply to accident-related dental services for which Benefits are provided as described under Dental Services – Accident Only in Section 1 of the COC. Dental braces (orthodontics). Treatment of congenitally missing, malpositioned, or supernumerary teeth, even if part of a Congenital Anomaly. This exclusion does not apply to dental services for which Benefits are provided as described under Cleft Lip/Cleft Palate in Section 1 of the COC.

### Devices, Appliances and Prosthetics

Devices used specifically as safety items or to affect performance in sports-related activities. Orthotic appliances that straighten or re-shape a body part. Examples include foot orthotics and some types of braces, including over-the-counter orthotic braces. Cranial banding. The following items are excluded, even if prescribed by a Physician: blood pressure cuff/monitor; enuresis alarm; non-wearable external defibrillator; trusses and ultrasonic nebulizers. Devices and computers to assist in communication and speech except for speech aid devices and tracheo-esophageal voice devices for which Benefits are provided as described under Durable Medical Equipment in Section 1 of the COC. Oral appliances for snoring. Repairs to prosthetic devices due to misuse, malicious damage or gross neglect. Replacement of prosthetic devices due to misuse, malicious damage or gross neglect or to replace lost or stolen items.

### Drugs

Prescription drug products for outpatient use that are filled by a prescription order or refill. Self-injectable medications. This exclusion does not apply to medications which, due to their characteristics (as determined by us), must typically be administered or directly supervised by a qualified provider or licensed/certified health professional in an outpatient setting. This exclusion does not apply to Benefits as described under Diabetes Services in Section 1 of the COC. Non-injectable medications given in a Physician's office. This exclusion does not apply to non-injectable medications that are required in an Emergency and consumed in the Physician's office. Over-the-counter drugs and treatments. Growth hormone therapy.

### Experimental, Investigational or Unproven Services

Experimental or Investigational and Unproven Services and all services related to Experimental or Investigational and Unproven Services are excluded. The fact that an Experimental or Investigational or Unproven Service, treatment, device or pharmacological regimen is the only available treatment for a particular condition will not result in Benefits if the procedure is considered to be Experimental or Investigational or Unproven in the treatment of that particular condition. This exclusion does not apply to medically appropriate medications prescribed for the treatment of cancer. The drug must be recognized for the treatment of that indication, and published within a standard reference compendium or recommended in medical literature. This exclusion does not apply to Covered Health Services provided during a clinical trial for which Benefits are provided as described under Clinical Trials in Section 1 of the COC.

### Foot Care

Routine foot care. Examples include the cutting or removal of corns and calluses. This exclusion does not apply to preventive foot care for Covered Persons with diabetes for which Benefits are provided as described under Diabetes Services in Section 1 of the COC. Nail trimming, cutting, or debriding. Hygienic and preventive maintenance foot care. Examples include: cleaning and soaking the feet; applying skin creams in order to maintain skin tone. This exclusion does not apply to preventive foot care for Covered Persons who are at risk of neurological or vascular disease arising from diseases such as diabetes. Treatment of flat feet. Treatment of subluxation of the foot. Shoes; shoe orthotics; shoe inserts and arch supports.

**Medical Supplies**

Prescribed or non-prescribed medical supplies and disposable supplies. Examples include: compression stockings, ace bandages, gauze and dressings, urinary catheters. This exclusion does not apply to:

- Disposable supplies necessary for the effective use of Durable Medical Equipment for which Benefits are provided as described under Durable Medical Equipment in Section 1 of the COC.
- Diabetic supplies for which Benefits are provided as described under Diabetes Services in Section 1 of the COC.
- Ostomy supplies for which Benefits are provided as described under Ostomy Supplies in Section 1 of the COC.

Tubing and masks, except when used with Durable Medical Equipment as described under Durable Medical Equipment in Section 1 of the COC.

**Mental Health**

Services performed in connection with conditions not classified in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Mental Health Services as treatments for V-code conditions as listed within the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Mental Health Services as treatment for a primary diagnosis of insomnia and other sleep disorders, sexual dysfunction disorders, feeding disorders, neurological disorders and other disorders with a known physical basis. Treatments for the primary diagnoses of learning disabilities, conduct and impulse control disorders, personality disorders and paraphilias. Educational/behavioral services that are focused on primarily building skills and capabilities in communication, social interaction and learning. Tuition for or services that are school-based for children and adolescents under the Individuals with Disabilities Education Act. Learning, motor skills, and primary communication disorders as defined in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Mental retardation and autism spectrum disorder as a primary diagnosis defined in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Benefits for autism spectrum disorder as a primary diagnosis are described under Neurobiological Disorders - Autism Spectrum Disorder Services in Section 1 of the COC. Services or supplies for the diagnosis or treatment of Mental Illness, that, in the reasonable judgment of the Mental Health/Substance Use Disorder Designee, are any of the following:

- Not consistent with generally accepted standards of medical practice for the treatment of such conditions.
- Not consistent with services backed by credible research soundly demonstrating that the services or supplies will have a measurable and beneficial health outcome, and therefore considered experimental.
- Not consistent with the Mental Health/Substance Use Disorder Designee's level of care guidelines or best practices as modified from time to time.
- Not clinically appropriate for the patient's Mental Illness or condition based on generally accepted standards of medical practice and benchmarks.

**Neurobiological Disorders – Autism Spectrum Disorders**

Services as treatments of sexual dysfunction and feeding disorders as listed in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Any treatments or other specialized services designed for Autism Spectrum Disorder that are not backed by credible research demonstrating that the services or supplies have a measurable and beneficial health outcome and therefore considered Experimental or Investigational or Unproven Services. Mental retardation as the primary diagnosis defined in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Tuition for or services that are school-based for children and adolescents under the Individuals with Disabilities Education Act. Learning, motor skills and primary communication disorders as defined in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association and which are not a part of Autism Spectrum Disorder. Treatments for the primary diagnoses of learning disabilities, conduct and impulse control disorders, personality disorders and paraphilias. Intensive behavioral therapies such as applied behavioral analysis for Autism Spectrum Disorder, except as described under Autism Spectrum Disorder in Section 1 of the COC. Services or supplies for the diagnosis or treatment of Mental Illness that, in the reasonable judgment of the Mental Health/Substance Use Disorder Designee, are any of the following:

- Not consistent with generally accepted standards of medical practice for the treatment of such conditions.
- Not consistent with services backed by credible research soundly demonstrating that the services or supplies will have a measurable and beneficial health outcome, and therefore considered experimental.
- Not consistent with the Mental Health/Substance Use Disorder Designee's level of care guidelines or best practices as modified from time to time.
- Not clinically appropriate for the patient's Mental Illness or condition based on generally accepted standards of medical practice and benchmarks.



## EXCLUSIONS CONTINUED

### Nutrition

Individual and group nutritional counseling. This exclusion does not apply to medical nutritional education services that are provided by appropriately licensed or registered health care professionals when both of the following are true:

- Nutritional education is required for a disease in which patient self-management is an important component of treatment.
- There exists a knowledge deficit regarding the disease which requires the intervention of a trained health professional.

Enteral feedings, even if the sole source of nutrition. This exclusion does not apply to Benefits described under Enteral Formulas in Section 1 of the COC. Infant formula and donor breast milk. Nutritional or cosmetic therapy using high dose or mega quantities of vitamins, minerals or elements and other nutrition-based therapy. Examples include supplements, electrolytes, and foods of any kind (including high protein foods and low carbohydrate foods).

### Personal Care, Comfort or Convenience

Television; telephone; beauty/barber service; guest service. Supplies, equipment and similar incidental services and supplies for personal comfort. Examples include: air conditioners, air purifiers and filters, dehumidifiers; batteries and battery chargers; breast pumps (This exclusion does not apply to breast pumps for which Benefits are provided under the Health Resources and Services Administration (HRSA) requirement); car seats; chairs, bath chairs, feeding chairs, toddler chairs, chair lifts, recliners; exercise equipment; home modifications such as elevators, handrails and ramps; hot tubs; humidifiers; Jacuzzis; mattresses; medical alert systems; motorized beds; music devices; personal computers, pillows; power-operated vehicles; radios; saunas; stair lifts and stair glides; strollers; safety equipment; treadmills; vehicle modifications such as van lifts; video players, whirlpools.

### Physical Appearance

Cosmetic Procedures. See the definition in Section 9 of the COC. Examples include: pharmacological regimens, nutritional procedures or treatments. Scar or tattoo removal or revision procedures (such as salabrasion, chemosurgery and other such skin abrasion procedures). Skin abrasion procedures performed as a treatment for acne. Liposuction or removal of fat deposits considered undesirable, including fat accumulation under the male breast and nipple. Treatment for skin wrinkles or any treatment to improve the appearance of the skin. Treatment for spider veins. Hair removal or replacement by any means. Replacement of an existing breast implant if the earlier breast implant was performed as a Cosmetic Procedure. Note: Replacement of an existing breast implant is considered reconstructive if the initial breast implant followed mastectomy. See Reconstructive Procedures in Section 1 of the COC. Treatment of benign gynecomastia (abnormal breast enlargement in males). Physical conditioning programs such as athletic training, body-building, exercise, fitness, flexibility, and diversion or general motivation. Weight loss programs whether or not they are under medical supervision. Weight loss programs for medical reasons are also excluded. Wigs regardless of the reason for the hair loss.

### Procedures and Treatments

Excision or elimination of hanging skin on any part of the body. Examples include plastic surgery procedures called abdominoplasty or abdominal panniculectomy, and brachioplasty. Medical and surgical treatment of excessive sweating (hyperhidrosis). Medical and surgical treatment for snoring, except when provided as a part of treatment for documented obstructive sleep apnea. Rehabilitation services and Manipulative Treatment to improve general physical condition that are provided to reduce potential risk factors, where significant therapeutic improvement is not expected, including routine, long-term or maintenance/preventive treatment. Speech therapy except as required for treatment of a speech impediment or speech dysfunction that results from Injury, stroke, cancer, Congenital Anomaly or Autism Spectrum Disorders. Outpatient cognitive rehabilitation therapy except as Medically Necessary following a post-traumatic brain Injury or cerebral vascular accident. Psychosurgery. Sex transformation operations and related services. Physiological modalities and procedures that result in similar or redundant therapeutic effects when performed on the same body region during the same visit or office encounter. Biofeedback. Services for the evaluation and treatment of temporomandibular joint syndrome (TMJ), whether the services are considered to be medical or dental in nature. This exclusion does not apply to Benefits described under Bones or Joints of the Jaw or Facial Region in Section 1 of the COC. Upper and lower jawbone surgery, orthognathic surgery, and jaw alignment. This exclusion does not apply to reconstructive jaw surgery required for Covered Persons because of a Congenital Anomaly, acute traumatic Injury, dislocation, tumors, cancer or obstructive sleep apnea. This exclusion does not apply to Benefits as described under Bones or Joints of the Jaw and Facial Region and Dental Services - Anesthesia and Hospitalization in Section 1 of the COC. Surgical and non-surgical treatment of obesity. Stand-alone multi-disciplinary smoking cessation programs. These are programs that usually include health care providers specializing in smoking cessation and may include a psychologist, social worker or other licensed or certified professional. The programs usually include intensive psychological support, behavior modification techniques and medications to control cravings. Breast reduction surgery except as coverage is required by the Women's Health and Cancer Rights Act of 1998 for which Benefits are described under Reconstructive Procedures in Section 1 of the COC. In vitro fertilization regardless of the reason for treatment.

### Providers

Services performed by a provider who is a family member by birth or marriage. Examples include a spouse, brother, sister, parent or child. This includes any service the provider may perform on himself or herself. Services performed by a provider with your same legal residence. Services provided at a free-standing or Hospital-based diagnostic facility without an order written by a Physician or other provider. Services which are self-directed to a free-standing or Hospital-based diagnostic facility. Services ordered by a Physician or other provider who is an employee or representative of a free-standing or Hospital-based diagnostic facility, when that Physician or other provider has not been actively involved in your medical care prior to ordering the service, or is not actively involved in your medical care after the service is received. This exclusion does not apply to mammography.

**Reproduction**

Health services and associated expenses for infertility treatments, including assisted reproductive technology, regardless of the reason for the treatment. This exclusion does not apply to services required to treat or correct underlying causes of infertility. Surrogate parenting, donor eggs, donor sperm and host uterus. Storage and retrieval of all reproductive materials. Examples include eggs, sperm, testicular tissue and ovarian tissue. The reversal of voluntary sterilization.

**Services Provided under Another Plan**

Health services for which other coverage is paid under arrangements required by federal, state or local law to be purchased or provided through other arrangements. This includes, but is not limited to, coverage paid by workers' compensation, no-fault auto insurance, or similar legislation. This exclusion does not apply to Enrolling Groups that are not required by law to purchase or provide, through other arrangements, workers' compensation insurance for employees, owners and/or partners. Health services for treatment of military service-related disabilities, when you are legally entitled to other coverage and facilities are reasonably available to you. Health services while on active military duty.

**Substance Use Disorders**

Services performed in connection with conditions not classified in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Methadone treatment as maintenance, L.A.A.M. (1-Alpha-Acetyl-Methadol), Cyclazocine, or their equivalents. Educational/behavioral services that are focused on primarily building skills and capabilities in communication, social interaction and learning. Services or supplies for the diagnosis or treatment of alcoholism or substance use disorders that, in the reasonable judgment of the Mental Health/Substance Use Disorder Designee, are any of the following:

- Not consistent with generally accepted standards of medical practice for the treatment of such conditions.
- Not consistent with services backed by credible research soundly demonstrating that the services or supplies will have a measurable and beneficial health outcome, and therefore considered experimental.
- Not consistent with the Mental Health/Substance Use Disorder Designee's level of care guidelines or best practices as modified from time to time.
- Not clinically appropriate for the patient's substance use disorder or condition based on generally accepted standards of medical practice and benchmarks.

**Transplants**

Health services for organ and tissue transplants, except those described under Transplantation Services in Section 1 of the COC. Health services connected with the removal of an organ or tissue from you for purposes of a transplant to another person. (Donor costs that are directly related to organ removal are payable for a transplant through the organ recipient's Benefits under the Policy.) Health services for transplants involving permanent mechanical or animal organs.

**Travel**

Health services provided in a foreign country, unless required as Emergency Health Services. Travel or transportation expenses, even though prescribed by a Physician. Some travel expenses related to Covered Health Services received from a Designated Facility or Designated Physician may be reimbursed at our discretion. This exclusion does not apply to ambulance transportation for which Benefits are provided as described under Ambulance Services in Section 1 of the COC.

**Types of Care**

Multi-disciplinary pain management programs provided on an inpatient basis for acute pain or for exacerbation of chronic pain. Custodial care or maintenance care; domiciliary care. Private Duty Nursing. Respite care. This exclusion does not apply to respite care that is part of an integrated hospice care program of services provided to a terminally ill person by a licensed hospice care agency for which Benefits are provided as described under Hospice Care in Section 1 of the COC. Rest cures; services of personal care attendants. Work hardening (individualized treatment programs designed to return a person to work or to prepare a person for specific work).

**Vision and Hearing**

Purchase cost and fitting charge for eye glasses and contact lenses. Implantable lenses used only to correct a refractive error (such as Intacs corneal implants). Eye exercise or vision therapy. Surgery that is intended to allow you to see better without glasses or other vision correction. Examples include radial keratotomy, laser, and other refractive eye surgery. Bone anchored hearing aids except when either of the following applies: For Covered Persons with craniofacial anomalies whose abnormal or absent ear canals preclude the use of a wearable hearing aid. For Covered Persons with hearing loss of sufficient severity that it would not be adequately remedied by a wearable hearing aid. More than one bone anchored hearing aid per Covered Person who meets the above coverage criteria during the entire period of time the Covered Person is enrolled under the Policy. Repairs and/or replacement for a bone anchored hearing aid for Covered Persons who meet the above coverage criteria, other than for malfunctions. Routine vision examinations, including refractive examinations to determine the need for vision correction.

**All Other Exclusions**

Health services and supplies that do not meet the definition of a Covered Health Service - see the definition in Section 9 of the COC. Covered Health Services are those health services, including services, supplies, or Pharmaceutical Products, which we determine to be all of the following: Medically Necessary; described as a Covered Health Service in Section 1 of the COC and Schedule of Benefits; and not otherwise excluded in Section 2 of the COC. Physical, psychiatric or psychological exams, testing, vaccinations, immunizations or treatments that are otherwise covered under the Policy when: required solely for purposes of school, sports or camp, travel, career or employment, insurance, marriage or adoption; related to judicial or administrative proceedings or orders; conducted for purposes of medical research (This exclusion does not apply to Covered Health Services provided during a clinical trial for which Benefits are provided as described under Clinical Trials in Section 1 of the COC); required to obtain or maintain a license of any type. Health services received as a result of war or any act of war, whether declared or undeclared or caused during service in the armed forces of any country. This exclusion does not apply to Covered Persons who are civilians Injured or otherwise affected by war, any act of war, or terrorism in non-war zones. Health services received after the date your coverage under the Policy ends. This applies to all health services, even if the health service is required to treat a medical condition that arose before the date your coverage under the Policy ended. This exclusion does not apply to health services covered under Extended Coverage for Pregnancy or Extended Coverage for Total Disability in Section 4 of the COC. Health services for which you have no legal responsibility to pay, or for which a charge would not ordinarily be made in the absence of coverage under the Policy. In the event a non-Network provider waives Copayments, Coinsurance and/or any deductible for a particular health service, no Benefits are provided for the health service for which the Copayments, Coinsurance and/or deductible are waived. Charges in excess of Eligible Expenses or in excess of any specified limitation. Long term (more than 30 days) storage. Examples include cryopreservation of tissue, blood and blood products. Autopsy. Foreign language and sign language services. Health services related to a non-Covered Health Service: When a service is not a Covered Health Service, all services related to that non-Covered Health Service are also excluded. This exclusion does not apply to services we would otherwise determine to be Covered Health Services if they are to treat complications that arise from the non-Covered Health Service. For the purpose of this exclusion, a "complication" is an unexpected or unanticipated condition that is superimposed on an existing disease and that affects or modifies the prognosis of the original disease or condition. Examples of a "complication" are bleeding or infections, following a Cosmetic Procedure, that require hospitalization.



Benefit Summary for Plan Year 10/1/2014 - 9/30/2015

TRADITIONAL

<u>Benefits</u>	<i>United Healthcare</i>
	0H-9 - HMO
	In-Network
<i>Calendar Year Deductible (CYD)</i>	\$1,000 Ind. \$2,000 Family
<i>Co-Insurance</i>	0%
<i>Physicians Office</i>	\$20 co-pay
<i>Specialist Office</i>	\$40 co-pay
<i>Preventive Care</i>	100% Paid
<i>Inpatient Hospital</i>	CYD / 100%
<i>Out-Patient Surgery</i>	CYD / 100%
<i>Out-Patient Major Diagnostic (e.g., MRI, MRA, PET, CT)</i>	CYD / 100%
<i>Emergency Room</i>	\$350 co-pay
<i>Urgent Care Center</i>	\$100 co-pay
<i>Prescription Drugs</i>	\$10/\$35/\$60/\$100
<i>Out of Pocket</i>	\$3,000 Ind. \$6,000 Family <i>Includes CYD, Co-pays &amp; Co-Ins</i>
<i>Provider Search</i>	<a href="http://www.unitedhealthcare.com">www.unitedhealthcare.com</a>
<i>Prescription Search</i>	<a href="http://www.adamsbenefit.com">www.adamsbenefit.com</a>
<i>Labwork Search</i>	<a href="http://www.labcorp.com">www.labcorp.com</a>

*requirements and limitations.*

*If there is a variation between this summary and the Certificate of Coverage, the Certificate will govern.*

**ADAMS+BENEFIT**



YOUR BENEFITS  
**Benefit Summary**

Florida - Choice  
Consumer - 20/1000/100% Plan 0H9

We know that when people know more about their health and health care, they can make better informed health care decisions. We want to help you understand more about your health care and the resources that are available to you.

- **myuhc.com®** – Take advantage of easy, time-saving online tools. You can check your eligibility, benefits, claims, claim payments, search for a doctor and hospital and much, much more.
- **24-hour nurse support** – A nurse is a phone call away and you have other health resources available 24-hours a day, 7 days a week to provide you with information that can help you make informed decisions. Just call the number on the back of your ID card.
- **Customer Care telephone support** – Need more help? Call a customer care professional using the toll-free number on the back of your ID card. Get answers to your benefit questions or receive help looking for a doctor or hospital.

**PLAN HIGHLIGHTS**

Types of Coverage	Network Benefits
<b>Annual Deductible</b>	
Individual Deductible	\$1,000 per year
Family Deductible	\$2,000 per year
<ul style="list-style-type: none"> <li>&gt; Copayments do not accumulate towards the Deductible.</li> <li>&gt; All individual Deductible amounts will count toward the family Deductible, but an individual will not have to pay more than the individual Deductible amount.</li> </ul>	

<b>Out-of-Pocket Maximum</b>	
Individual Out-of-Pocket Maximum	\$3,000 per year
Family Out-of-Pocket Maximum	\$6,000 per year
<ul style="list-style-type: none"> <li>&gt; All individual Out-of-Pocket Maximum amounts will count toward the family Out-of-Pocket Maximum, but an individual will not have to pay more than the individual Out-of-Pocket Maximum amount.</li> <li>&gt; Copayments, Coinsurance and Deductibles accumulate towards the Out-of-Pocket Maximum.</li> </ul>	

This Benefit Summary is intended only to highlight your Benefits and should not be relied upon to fully determine your coverage. If this Benefit Summary conflicts in any way with the Certificate of Coverage (COC), Riders, and/or Amendments, those documents shall prevail. It is recommended that you review these documents for an exact description of the services and supplies that are covered, those which are excluded or limited, and other terms and conditions of coverage.

**FLCA040H914**

<b>Item#</b>	<b>Rev. Date</b>	
213-6282	0913_rev03	Base/Value/Sep/Emb/12828/2011/HMO

UnitedHealthcare of Florida, Inc.

## Prescription Drug Benefits

Prescription drug benefits are shown under separate cover.

## Additional Benefit Information

- > Refer to your Certificate of Coverage or Summary of Benefits and Coverage to determine if the Annual Deductible, Out-of-Pocket Maximum and Benefit limits are calculated on a Contract or Calendar year basis.
- > Refer to your Certificate of Coverage and your Riders for the definition of Eligible Expenses and information on how Benefits are paid.

## MOST COMMONLY USED BENEFITS

### Types of Coverage

### Network Benefits

#### Physician's Office Services - Sickness and Injury

Primary Physician Office Visit	100% after you pay a \$20 Copayment per visit.
Specialist Physician Office Visit	100% after you pay a \$40 Copayment per visit.

- > In addition to the office visit Copayment stated in this section, the Copayment/Coinsurance and any deductible applies when these services are done: CT, PET, MRI, MRA, Nuclear Medicine; Pharmaceutical Products, Scopic Procedures; Surgery; Therapeutic Treatments.

#### Preventive Care Services

Covered Health Services include but are not limited to:

Primary Physician Office Visit	100%, Copayments and Deductibles do not apply.
Specialist Physician Office Visit	100%, Copayments and Deductibles do not apply.
Lab, X-Ray or other preventive tests	100%, Copayments and Deductibles do not apply.

The health care reform law provides for coverage of certain preventive services, based on your age, gender and other health factors, with no cost-sharing. The preventive care services covered under this section are those preventive services specified in the health care reform law. UnitedHealthcare also covers other routine services as described in other areas of this summary, which may require a copayment, coinsurance or deductible. Always refer to your plan documents for your specific coverage.

#### Urgent Care Center Services

100% after you pay a \$100 Copayment per visit.

- > In addition to the Copayment stated in this section, the Copayment/Coinsurance and any deductible applies when these services are done: CT, PET, MRI, MRA, Nuclear Medicine; Pharmaceutical Products, Scopic Procedures; Surgery; Therapeutic Treatments.

#### Emergency Health Services - Outpatient

100% after you pay a \$350 Copayment per visit.

*Notification is required if confined in a non-Network Hospital.*

#### Hospital - Inpatient Stay

100% after Deductible has been met.

Types of Coverage	Network Benefits
<b>Ambulance Service - Emergency and Non-Emergency</b>	
Ground Ambulance Transportation costs of a newborn to the nearest appropriate facility for treatment are covered.	100% after Deductible has been met.
Air Ambulance Transportation costs of a newborn to the nearest appropriate facility for treatment are covered.	100% after Deductible has been met.
<i>Prior Authorization is required for non-Emergency Ambulance.</i>	
<b>Congenital Heart Disease (CHD) Surgeries</b>	
100% after Deductible has been met.	
<b>Dental Services - Accident Only</b>	
100% after Deductible has been met.	
<i>Prior Authorization is required.</i>	
<b>Diabetes Services</b>	
Diabetes Self Management and Training Diabetic Eye Examinations/Foot Care	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary.
Diabetes Self Management Items	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under Durable Medical Equipment and in the Outpatient Prescription Drug Rider. However diabetes self-management items are not subject to any limits.
<b>Durable Medical Equipment</b>	
Benefits are limited as follows: A single purchase of a type of Durable Medical Equipment (including repair and replacement) every three years. This limit does not apply to wound vacuums.	100% after Deductible has been met.
<b>Habilitative Services</b>	
Benefits for Habilitative Services are provided under and as part of Rehabilitation Services – Outpatient Therapy and Manipulative Treatment and are subject to the limits as stated below in this benefit summary.	
<b>Hearing Aids</b>	
Benefits are limited as follows: \$2,500 per year and are limited to a single purchase (including repair/ replacement) per hearing impaired ear every three years.	100% after Deductible has been met.

## ADDITIONAL CORE BENEFITS

Types of Coverage	Network Benefits
<b>Home Health Care</b>	
Benefits are limited as follows: 60 visits per year	100% after Deductible has been met.
<b>Hospice Care</b>	
	100% after Deductible has been met.
<b>Lab, X-Ray and Diagnostics - Outpatient</b>	
For Preventive Lab, X-Ray and Diagnostics, refer to the Preventive Care Services category.	
Lab Testing - Outpatient	100% Deductible does not apply.
X-Ray and Other Diagnostic Testing - Outpatient	100% Deductible does not apply.
<b>Lab, X-Ray and Major Diagnostics - CT, PET, MRI, MRA and Nuclear Medicine - Outpatient</b>	
	100% after Deductible has been met.
<b>Ostomy Supplies</b>	
Benefits are limited as follows: \$2,500 per year	100% after Deductible has been met.
<b>Pharmaceutical Products - Outpatient</b>	
This includes medications administered in an outpatient setting, in the Physician's Office, or in a Covered Person's home.	100% after Deductible has been met.
<b>Physician Fees for Surgical and Medical Services</b>	
	100% after Deductible has been met.
<b>Pregnancy - Maternity Services</b>	
	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary.  For services provided in the Physician's Office, a Copayment will only apply to the initial office visit.
<b>Prosthetic Devices</b>	
Benefits are limited as follows: A single purchase of each type of prosthetic device every three years.	100% after Deductible has been met.
<b>Reconstructive Procedures</b>	
	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary.



Types of Coverage	Network Benefits
<b>Rehabilitation Services - Outpatient Therapy and Manipulative Treatment</b>	
<p>Benefits are limited as follows:</p> <ul style="list-style-type: none"> <li>20 visits of Manipulative Treatments</li> <li>20 visits of physical therapy</li> <li>20 visits of occupational therapy</li> <li>20 visits of speech therapy</li> <li>20 visits of pulmonary rehabilitation</li> <li>36 visits of cardiac rehabilitation</li> <li>30 visits of post-cochlear implant aural therapy</li> <li>20 visits of cognitive rehabilitation therapy</li> </ul>	<p>100% after you pay a \$20 Copayment per visit.</p>
<b>Scopic Procedures - Outpatient Diagnostic and Therapeutic</b>	
<p>Diagnostic scopic procedures include, but are not limited to:</p> <ul style="list-style-type: none"> <li>Colonoscopy</li> <li>Sigmoidoscopy</li> <li>Endoscopy</li> </ul> <p>For Preventive Scopic Procedures, refer to the Preventive Care Services category.</p>	<p>100% after Deductible has been met.</p>
<b>Skilled Nursing Facility / Inpatient Rehabilitation Facility Services</b>	
<p>Benefits are limited as follows:</p> <ul style="list-style-type: none"> <li>60 days per year</li> </ul>	<p>100% after Deductible has been met.</p>
<b>Surgery - Outpatient</b>	
	<p>100% after Deductible has been met.</p>
<b>Therapeutic Treatments - Outpatient</b>	
<p>Therapeutic treatments include, but are not limited to:</p> <ul style="list-style-type: none"> <li>Dialysis</li> <li>Intravenous chemotherapy or other intravenous infusion therapy</li> <li>Radiation oncology</li> </ul>	<p>100% after Deductible has been met.</p>
<b>Transplantation Services</b>	
	<p>Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary.</p> <p>For Network Benefits, services must be received at a Designated Facility.</p> <p><i>Prior Authorization is required.</i></p>

## STATE SPECIFIC BENEFITS

Types of Coverage	Network Benefits
<b>Autism Spectrum Disorder</b>	
Note: The visit limits specified under Rehabilitation Services - Outpatient Therapy and Manipulative Treatment in this Benefit Summary do not apply to Autism Spectrum Disorder.	100% after Deductible has been met.
	<i>Prior Authorization is required as described in your Schedule of Benefits.</i>
<b>Bones or Joints of the Jaw and Facial Region</b>	
	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary.
	<i>Prior Authorization is required as described in your Schedule of Benefits.</i>
<b>Cleft Lip/Cleft Palate Treatment</b>	
	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary.
	<i>Prior Authorization is required as described in your Schedule of Benefits.</i>
<b>Clinical Trials</b>	
Participation in a qualifying clinical trial for the treatment of: Cancer or other life-threatening disease or condition Cardiovascular (cardiac/stroke) Surgical musculoskeletal disorders of the spine, hip and knees	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary.
	<i>Prior Authorization is required.</i>
<b>Dental Services - Anesthesia and Hospitalization</b>	
	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary.
	<i>Prior Authorization is required as described in your Schedule of Benefits.</i>
<b>Enteral Formulas</b>	
	100% after Deductible has been met.
	<i>Prior Authorization is required as described in your Schedule of Benefits.</i>
<b>Mental Health Services</b>	
	Inpatient: 100% after Deductible has been met.
	Outpatient: 100% after you pay a \$40 Copayment per visit.
<b>Neurobiological Disorders – Autism Spectrum Disorder Services</b>	
	Inpatient: 100% after Deductible has been met.
	Outpatient: 100% after you pay a \$40 Copayment per visit.

Types of Coverage	Network Benefits
<b>Osteoporosis Treatment</b>	<p>Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary.</p> <p><i>Prior Authorization is required as described in your Schedule of Benefits.</i></p>
<b>Substance Use Disorder Services</b>	<p>Inpatient: 100% after Deductible has been met.</p> <p>Outpatient: 100% after you pay a \$40 Copayment per visit.</p>

This Benefit Summary is intended only to highlight your Benefits and should not be relied upon to fully determine your coverage. If this Benefit Summary conflicts in any way with the Certificate of Coverage (COC), Riders, and/or Amendments, those documents shall prevail. It is recommended that you review these documents for an exact description of the services and supplies that are covered, those which are excluded or limited, and other terms and conditions of coverage.

## EXCLUSIONS

It is recommended that you review your COC, Amendments and Riders for an exact description of the services and supplies that are covered, those which are excluded or limited, and other terms and conditions of coverage.

### Alternative Treatments

Acupressure; acupuncture; aromatherapy; hypnotism; massage therapy; rolfing; art therapy, music therapy, dance therapy, horseback therapy; and other forms of alternative treatment as defined by the National Center for Complementary and Alternative Medicine (NCCAM) of the National Institutes of Health. This exclusion does not apply to Manipulative Treatment and non-manipulative osteopathic care for which Benefits are provided as described in Section 1 of the COC.

### Dental

Dental care (which includes dental X-rays, supplies and appliances and all associated expenses, including hospitalizations and anesthesia). This exclusion does not apply to Benefits as described under Bones or Joints of the Jaw and Facial Region and Dental Services – Anesthesia and Hospitalization in Section 1 of the COC. This exclusion does not apply to accident-related dental services for which Benefits are provided as described under Dental Services – Accident Only in Section 1 of the COC. This exclusion does not apply to dental care (oral examination, X-rays, extractions and non-surgical elimination of oral infection) required for the direct treatment of a medical condition for which Benefits are available under the Contract, limited to: Transplant preparation; prior to initiation of immunosuppressive drugs; the direct treatment of acute traumatic injury, cancer or cleft palate. Dental care that is required to treat the effects of a medical condition, but that is not necessary to directly treat the medical condition, is excluded. Examples include treatment of dental caries resulting from dry mouth after radiation treatment or as a result of medication. Endodontics, periodontal surgery and restorative treatment are excluded. Preventive care, diagnosis, treatment of or related to the teeth, jawbones or gums. Examples include: extraction, restoration and replacement of teeth; medical or surgical treatments of dental conditions; and services to improve dental clinical outcomes. This exclusion does not apply to dental services for which Benefits are provided as described under Bones or Joints of the Jaw and Facial Region and Cleft Lip/Cleft Palate in Section 1 of the COC. This exclusion does not apply to accidental-related dental services for which Benefits are provided as described under Dental Services – Accidental Only in Section 1 of the COC. Dental implants, bone grafts and other implant-related procedures. This exclusion does not apply to accident-related dental services for which Benefits are provided as described under Dental Services – Accident Only in Section 1 of the COC. Dental braces (orthodontics). Treatment of congenitally missing, malpositioned, or supernumerary teeth, even if part of a Congenital Anomaly. This exclusion does not apply to dental services for which Benefits are provided as described under Cleft Lip/Cleft Palate in Section 1 of the COC.

### Devices, Appliances and Prosthetics

Devices used specifically as safety items or to affect performance in sports-related activities. Orthotic appliances that straighten or re-shape a body part. Examples include foot orthotics and some types of braces, including over-the-counter orthotic braces. Cranial banding. The following items are excluded, even if prescribed by a Physician: blood pressure cuff/monitor; enuresis alarm; non-wearable external defibrillator; trusses and ultrasonic nebulizers. Devices and computers to assist in communication and speech except for speech aid devices and tracheo-esophageal voice devices for which Benefits are provided as described under Durable Medical Equipment in Section 1 of the COC. Oral appliances for snoring. Repairs to prosthetic devices due to misuse, malicious damage or gross neglect. Replacement of prosthetic devices due to misuse, malicious damage or gross neglect or to replace lost or stolen items.

### Drugs

Prescription drug products for outpatient use that are filled by a prescription order or refill. Self-injectable medications. This exclusion does not apply to medications which, due to their characteristics (as determined by us), must typically be administered or directly supervised by a qualified provider or licensed/certified health professional in an outpatient setting. This exclusion does not apply to Benefits as described under Diabetes Services in Section 1 of the COC. Non-injectable medications given in a Physician's office. This exclusion does not apply to non-injectable medications that are required in an Emergency and consumed in the Physician's office. Over-the-counter drugs and treatments. Growth hormone therapy.

### Experimental, Investigational or Unproven Services

Experimental or Investigational and Unproven Services and all services related to Experimental or Investigational and Unproven Services are excluded. The fact that an Experimental or Investigational or Unproven Service, treatment, device or pharmacological regimen is the only available treatment for a particular condition will not result in Benefits if the procedure is considered to be Experimental or Investigational or Unproven in the treatment of that particular condition. This exclusion does not apply to medically appropriate medications prescribed for the treatment of cancer. The drug must be recognized for the treatment of that indication, and published within a standard reference compendium or recommended in medical literature. This exclusion does not apply to Covered Health Services provided during a clinical trial for which Benefits are provided as described under Clinical Trials in Section 1 of the COC.

### Foot Care

Routine foot care. Examples include the cutting or removal of corns and calluses. This exclusion does not apply to preventive foot care for Covered Persons with diabetes for which Benefits are provided as described under Diabetes Services in Section 1 of the COC. Nail trimming, cutting, or debriding. Hygienic and preventive maintenance foot care. Examples include: cleaning and soaking the feet; applying skin creams in order to maintain skin tone. This exclusion does not apply to preventive foot care for Covered Persons who are at risk of neurological or vascular disease arising from diseases such as diabetes. Treatment of flat feet. Treatment of subluxation of the foot. Shoes; shoe orthotics; shoe inserts and arch supports.

## EXCLUSIONS CONTINUED

### Medical Supplies

Prescribed or non-prescribed medical supplies and disposable supplies. Examples include: compression stockings, ace bandages, gauze and dressings, urinary catheters. This exclusion does not apply to:

- Disposable supplies necessary for the effective use of Durable Medical Equipment for which Benefits are provided as described under Durable Medical Equipment in Section 1 of the COC.
- Diabetic supplies for which Benefits are provided as described under Diabetes Services in Section 1 of the COC.
- Ostomy supplies for which Benefits are provided as described under Ostomy Supplies in Section 1 of the COC.

Tubing and masks, except when used with Durable Medical Equipment as described under Durable Medical Equipment in Section 1 of the COC.

### Mental Health

Services performed in connection with conditions not classified in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Mental Health Services as treatments for V-code conditions as listed within the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Mental Health Services as treatment for a primary diagnosis of insomnia and other sleep disorders, sexual dysfunction disorders, feeding disorders, neurological disorders and other disorders with a known physical basis. Treatments for the primary diagnoses of learning disabilities, conduct and impulse control disorders, personality disorders and paraphilias. Educational/behavioral services that are focused on primarily building skills and capabilities in communication, social interaction and learning. Tuition for or services that are school-based for children and adolescents under the Individuals with Disabilities Education Act. Learning, motor skills, and primary communication disorders as defined in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Mental retardation and autism spectrum disorder as a primary diagnosis defined in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Benefits for autism spectrum disorder as a primary diagnosis are described under Neurobiological Disorders - Autism Spectrum Disorder Services in Section 1 of the COC. Services or supplies for the diagnosis or treatment of Mental Illness, that, in the reasonable judgment of the Mental Health/Substance Use Disorder Designee, are any of the following:

- Not consistent with generally accepted standards of medical practice for the treatment of such conditions.
- Not consistent with services backed by credible research soundly demonstrating that the services or supplies will have a measurable and beneficial health outcome, and therefore considered experimental.
- Not consistent with the Mental Health/Substance Use Disorder Designee's level of care guidelines or best practices as modified from time to time.
- Not clinically appropriate for the patient's Mental Illness or condition based on generally accepted standards of medical practice and benchmarks.

### Neurobiological Disorders – Autism Spectrum Disorders

Services as treatments of sexual dysfunction and feeding disorders as listed in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Any treatments or other specialized services designed for Autism Spectrum Disorder that are not backed by credible research demonstrating that the services or supplies have a measurable and beneficial health outcome and therefore considered Experimental or Investigational or Unproven Services. Mental retardation as the primary diagnosis defined in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Tuition for or services that are school-based for children and adolescents under the Individuals with Disabilities Education Act. Learning, motor skills and primary communication disorders as defined in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association and which are not a part of Autism Spectrum Disorder. Treatments for the primary diagnoses of learning disabilities, conduct and impulse control disorders, personality disorders and paraphilias. Intensive behavioral therapies such as applied behavioral analysis for Autism Spectrum Disorder, except as described under Autism Spectrum Disorder in Section 1 of the COC. Services or supplies for the diagnosis or treatment of Mental Illness that, in the reasonable judgment of the Mental Health/Substance Use Disorder Designee, are any of the following:

- Not consistent with generally accepted standards of medical practice for the treatment of such conditions.
- Not consistent with services backed by credible research soundly demonstrating that the services or supplies will have a measurable and beneficial health outcome, and therefore considered experimental.
- Not consistent with the Mental Health/Substance Use Disorder Designee's level of care guidelines or best practices as modified from time to time.
- Not clinically appropriate for the patient's Mental Illness or condition based on generally accepted standards of medical practice and benchmarks.

## EXCLUSIONS CONTINUED

### Nutrition

Individual and group nutritional counseling. This exclusion does not apply to medical nutritional education services that are provided by appropriately licensed or registered health care professionals when both of the following are true:

- Nutritional education is required for a disease in which patient self-management is an important component of treatment.
- There exists a knowledge deficit regarding the disease which requires the intervention of a trained health professional.

Enteral feedings, even if the sole source of nutrition. This exclusion does not apply to Benefits described under Enteral Formulas in Section 1 of the COC. Infant formula and donor breast milk. Nutritional or cosmetic therapy using high dose or mega quantities of vitamins, minerals or elements and other nutrition-based therapy. Examples include supplements, electrolytes, and foods of any kind (including high protein foods and low carbohydrate foods).

### Personal Care, Comfort or Convenience

Television; telephone; beauty/barber service; guest service. Supplies, equipment and similar incidental services and supplies for personal comfort. Examples include: air conditioners, air purifiers and filters, dehumidifiers; batteries and battery chargers; breast pumps (This exclusion does not apply to breast pumps for which Benefits are provided under the Health Resources and Services Administration (HRSA) requirement); car seats; chairs, bath chairs, feeding chairs, toddler chairs, chair lifts, recliners; exercise equipment; home modifications such as elevators, handrails and ramps; hot tubs; humidifiers; Jacuzzis; mattresses; medical alert systems; motorized beds; music devices; personal computers, pillows; power-operated vehicles; radios; saunas; stair lifts and stair glides; strollers; safety equipment; treadmills; vehicle modifications such as van lifts; video players, whirlpools.

### Physical Appearance

Cosmetic Procedures. See the definition in Section 9 of the COC. Examples include: pharmacological regimens, nutritional procedures or treatments. Scar or tattoo removal or revision procedures (such as salabrasion, chemosurgery and other such skin abrasion procedures). Skin abrasion procedures performed as a treatment for acne. Liposuction or removal of fat deposits considered undesirable, including fat accumulation under the male breast and nipple. Treatment for skin wrinkles or any treatment to improve the appearance of the skin. Treatment for spider veins. Hair removal or replacement by any means. Replacement of an existing breast implant if the earlier breast implant was performed as a Cosmetic Procedure. Note: Replacement of an existing breast implant is considered reconstructive if the initial breast implant followed mastectomy. See Reconstructive Procedures in Section 1 of the COC. Treatment of benign gynecomastia (abnormal breast enlargement in males). Physical conditioning programs such as athletic training, body-building, exercise, fitness, flexibility, and diversion or general motivation. Weight loss programs whether or not they are under medical supervision. Weight loss programs for medical reasons are also excluded. Wigs regardless of the reason for the hair loss.

### Procedures and Treatments

Excision or elimination of hanging skin on any part of the body. Examples include plastic surgery procedures called abdominoplasty or abdominal panniculectomy, and brachioplasty. Medical and surgical treatment of excessive sweating (hyperhidrosis). Medical and surgical treatment for snoring, except when provided as a part of treatment for documented obstructive sleep apnea. Rehabilitation services and Manipulative Treatment to improve general physical condition that are provided to reduce potential risk factors, where significant therapeutic improvement is not expected, including routine, long-term or maintenance/preventive treatment. Speech therapy except as required for treatment of a speech impediment or speech dysfunction that results from Injury, stroke, cancer, Congenital Anomaly or Autism Spectrum Disorders. Outpatient cognitive rehabilitation therapy except as Medically Necessary following a post-traumatic brain Injury or cerebral vascular accident. Psychosurgery. Sex transformation operations and related services. Physiological modalities and procedures that result in similar or redundant therapeutic effects when performed on the same body region during the same visit or office encounter. Biofeedback. Services for the evaluation and treatment of temporomandibular joint syndrome (TMJ), whether the services are considered to be medical or dental in nature. This exclusion does not apply to Benefits described under Bones or Joints of the Jaw or Facial Region in Section 1 of the COC. Upper and lower jawbone surgery, orthognathic surgery, and jaw alignment. This exclusion does not apply to reconstructive jaw surgery required for Covered Persons because of a Congenital Anomaly, acute traumatic Injury, dislocation, tumors, cancer or obstructive sleep apnea. This exclusion does not apply to Benefits as described under Bones or Joints of the Jaw and Facial Region and Dental Services - Anesthesia and Hospitalization in Section 1 of the COC. Surgical and non-surgical treatment of obesity. Stand-alone multi-disciplinary smoking cessation programs. These are programs that usually include health care providers specializing in smoking cessation and may include a psychologist, social worker or other licensed or certified professional. The programs usually include intensive psychological support, behavior modification techniques and medications to control cravings. Breast reduction surgery except as coverage is required by the Women's Health and Cancer Rights Act of 1998 for which Benefits are described under Reconstructive Procedures in Section 1 of the COC. In vitro fertilization regardless of the reason for treatment.

### Providers

Services performed by a provider who is a family member by birth or marriage. Examples include a spouse, brother, sister, parent or child. This includes any service the provider may perform on himself or herself. Services performed by a provider with your same legal residence. Services provided at a free-standing or Hospital-based diagnostic facility without an order written by a Physician or other provider. Services which are self-directed to a free-standing or Hospital-based diagnostic facility. Services ordered by a Physician or other provider who is an employee or representative of a free-standing or Hospital-based diagnostic facility, when that Physician or other provider has not been actively involved in your medical care prior to ordering the service, or is not actively involved in your medical care after the service is received. This exclusion does not apply to mammography.

## EXCLUSIONS CONTINUED

### Reproduction

Health services and associated expenses for infertility treatments, including assisted reproductive technology, regardless of the reason for the treatment. This exclusion does not apply to services required to treat or correct underlying causes of infertility. Surrogate parenting, donor eggs, donor sperm and host uterus. Storage and retrieval of all reproductive materials. Examples include eggs, sperm, testicular tissue and ovarian tissue. The reversal of voluntary sterilization.

### Services Provided under Another Plan

Health services for which other coverage is paid under arrangements required by federal, state or local law to be purchased or provided through other arrangements. This includes coverage paid by workers' compensation, no-fault auto insurance, or similar legislation. This exclusion does not apply to Enrolling Groups that are not required by law to purchase or provide, through other arrangements, workers' compensation insurance for employees, owners and/or partners. Health services for treatment of military service-related disabilities, when you are legally entitled to other coverage and facilities are reasonably available to you. Health services while on active military duty.

### Substance Use Disorders

Services performed in connection with conditions not classified in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Methadone treatment as maintenance, L.A.A.M. (1-Alpha-Acetyl-Methadol), Cyclazocine, or their equivalents. Educational/behavioral services that are focused on primarily building skills and capabilities in communication, social interaction and learning. Services or supplies for the diagnosis or treatment of alcoholism or substance use disorders that, in the reasonable judgment of the Mental Health/Substance Use Disorder Designee, are any of the following:

- Not consistent with generally accepted standards of medical practice for the treatment of such conditions.
- Not consistent with services backed by credible research soundly demonstrating that the services or supplies will have a measurable and beneficial health outcome, and therefore considered experimental.
- Not consistent with the Mental Health/Substance Use Disorder Designee's level of care guidelines or best practices as modified from time to time.
- Not clinically appropriate for the patient's substance use disorder or condition based on generally accepted standards of medical practice and benchmarks.

### Transplants

Health services for organ and tissue transplants, except those described under Transplantation Services in Section 1 of the COC. Health services connected with the removal of an organ or tissue from you for purposes of a transplant to another person. (Donor costs that are directly related to organ removal are payable for a transplant through the organ recipient's Benefits under the Contract.) Health services for transplants involving permanent mechanical or animal organs. Transplant services that are not performed at a Designated Facility. This exclusion does not apply to cornea transplants.

### Travel

Health services provided in a foreign country, unless required as Emergency Health Services. Travel or transportation expenses, even though prescribed by a Physician. Some travel expenses related to Covered Health Services received from a Designated Facility or Designated Physician may be reimbursed at our discretion. This exclusion does not apply to ambulance transportation for which Benefits are provided as described under Ambulance Services in Section 1 of the COC.

### Types of Care

Multi-disciplinary pain management programs provided on an inpatient basis for acute pain or for exacerbation of chronic pain. Custodial care or maintenance care; domiciliary care. Private Duty Nursing. Respite care. This exclusion does not apply to respite care that is part of an integrated hospice care program of services provided to a terminally ill person by a licensed hospice care agency for which Benefits are provided as described under Hospice Care in Section 1 of the COC. Rest cures; services of personal care attendants. Work hardening (individualized treatment programs designed to return a person to work or to prepare a person for specific work).

### Vision and Hearing

Purchase cost and fitting charge for eye glasses and contact lenses. Implantable lenses used only to correct a refractive error (such as Intacs corneal implants). Eye exercise or vision therapy. Surgery that is intended to allow you to see better without glasses or other vision correction. Examples include radial keratotomy, laser, and other refractive eye surgery. Bone anchored hearing aids except when either of the following applies: For Covered Persons with craniofacial anomalies whose abnormal or absent ear canals preclude the use of a wearable hearing aid. For Covered Persons with hearing loss of sufficient severity that it would not be adequately remedied by a wearable hearing aid. More than one bone anchored hearing aid per Covered Person who meets the above coverage criteria during the entire period of time the Covered Person is enrolled under the Contract. Repairs and/or replacement for a bone anchored hearing aid for Covered Persons who meet the above coverage criteria, other than for malfunctions. Routine vision examinations, including refractive examinations to determine the need for vision correction.

**All Other Exclusions**

Health services and supplies that do not meet the definition of a Covered Health Service - see the definition in Section 9 of the COC. Covered Health Services are those health services, including services, supplies, or Pharmaceutical Products, which we determine to be all of the following: Medically Necessary; described as a Covered Health Service in Section 1 of the COC and Schedule of Benefits; and not otherwise excluded in Section 2 of the COC. Physical, psychiatric or psychological exams, testing, vaccinations, immunizations or treatments that are otherwise covered under the Contract when: required solely for purposes of school, sports or camp, travel, career or employment, insurance, marriage or adoption; related to judicial or administrative proceedings or orders; conducted for purposes of medical research (This exclusion does not apply to Covered Health Services provided during a clinical trial for which Benefits are provided as described under Clinical Trials in Section 1 of the COC); required to obtain or maintain a license of any type. Health services received as a result of war or any act of war, whether declared or undeclared or caused during service in the armed forces of any country. This exclusion does not apply to Covered Persons who are civilians Injured or otherwise affected by war, any act of war, or terrorism in non-war zones. Health services received after the date your coverage under the Contract ends. This applies to all health services, even if the health service is required to treat a medical condition that arose before the date your coverage under the Contract ended. This exclusion does not apply to health services covered under Extended Coverage for Pregnancy or Extended Coverage for Total Disability in Section 4 of the COC. Health services for which you have no legal responsibility to pay, or for which a charge would not ordinarily be made in the absence of coverage under the Contract. In the event a non-Network provider waives Copayments, Coinsurance and/or any deductible for a particular health service, no Benefits are provided for the health service for which the Copayments, Coinsurance and/or deductible are waived. Charges in excess of Eligible Expenses or in excess of any specified limitation. Long term (more than 30 days) storage. Examples include cryopreservation of tissue, blood and blood products. Autopsy. Foreign language and sign language services. Health services related to a non-Covered Health Service: When a service is not a Covered Health Service, all services related to that non-Covered Health Service are also excluded. This exclusion does not apply to services we would otherwise determine to be Covered Health Services if they are to treat complications that arise from the non-Covered Health Service. For the purpose of this exclusion, a "complication" is an unexpected or unanticipated condition that is superimposed on an existing disease and that affects or modifies the prognosis of the original disease or condition. Examples of a "complication" are bleeding or infections, following a Cosmetic Procedure, that require hospitalization.





## Town of Surfside Commission Communication

**Agenda Item#:** 5C

**Agenda Date:** September 9, 2014

**Subject:** Approval to Award Phase II of 95th Street Improvements from the Bulkhead East to the Hard Pack

**Background:** At the June 11, 2013 Commission meeting, the 95th Street upgrading/ beautification project was approved and awarded to Lynx Construction for Improvements from Collins Avenue to the bulkhead (Phase I). This project (Phase I) was completed on January 5, 2014, which included the installation of a new drainage system, lowering off street grade elevation to accommodate access, pavers on the street and sidewalks, lighted bollards and street lights, bike rack and 13 Medjool palms with ground cover. Phase II, which is from the bulkhead east to the hard pack, could not be included in the original award and approval because of permitting requirements from the FDEP.

**Analysis:** The original design for the 95th Street end improvement included both east and west of the bulkhead. Permit requirements precluded staff from working east of the bulkhead. Staff has now acquired the permits from FDEP to move forward with the improvements east of the bulkhead. The improvement of Phase II will include relocation of existing palms, planting new palms, ground covering shrubs, establishing a paver walking path which is handicap accessible, stairs, sidewalks, new shower and benches. This project will extend from the bulkhead east to the hard pack of 95th Street extended and north behind the 9501 townhouse building. This scope was contemplated under the original scope of work that was approved at the June 11, 2013 Commission meeting.

In March, the owners of the 9501 building met with the Town Manager, Assistant Town Attorney, Building Official and Public Works Director to discuss the driveway accesses to their townhomes. Their concern was that the elevation to their garage was too steep and cars could not get into the garage, even after lowering 95th Street to the mutually agreed road elevation. The 9501 owners wanted to re-adjust the newly installed pavers, which the Town just finished installing to a new, flattened elevation, so that their slope would work for access to the townhome garages. The Manager agreed to move forward with this work provided that the following conditions were met:

1. All work must be redesigned by a licensed engineer, approved by our engineer of record for 95th Street improvements and the developer pays for all work.
2. That the 9501 building agree to pay costs for the improvements east of the bulkhead (Phase II).

To complete Phase II in a timely and cost effective manner, Town staff (Public Works) will be the General Contractor. The following is a line item cost for Phase II:

Luke's Landscaping: Plantings per plan		\$18,504.25
	Irrigation	\$ 5,200.00
	Demolition /Removal of existing	\$ 2,200.00
	Place fill per plan	\$ 4,200.00
	Concrete/sidewalks/stairs per plan	<u>\$13,713.00</u>
	Total	\$43,817.25
Samuel Pedro:	Paver prep and installation	\$ 8,100.00
Landscape forms:	Concrete curved bench per plan	\$13,005.30
Most Dependable Fountains	Stainless/shower	\$ 2,755.00
Purchase pavers		\$ 7,535.00
Contingency		<u>\$10,000.00</u>
		\$41,395.30
	Total	\$85,212.55

Attached are the proposals for above line item costs. The Luke's Landscaping proposal is based on the Aventura bid and the concrete curved bench is an item specifically designed for the project (sole source).

The original bid for Phase II of the 95th Street end improvements submitted by Lynx Construction was \$85,212.55. However, due to increased costs for pavers, labor and mobilization, Lynx Construction submitted a new proposal for \$125,000. Also, the 9501 Group initially thought that they would undertake Phase II with their crews but their costs were approximately \$147,000. Due to these increased costs, Staff will facilitate Phase II for the original bid price of \$85,212.55.

**Budget Impact:** Development proffers provides funding for the project (cost) listed above. Public Works salaries are covered by the Town.

**Staff Impact:** Staff (Public Works) will be the Project Manager on this project from start to finish.

**Recommendation:** Staff recommends the Town Commission to adopt the resolution authorizing the street end improvements for 95<sup>th</sup> not to exceed \$85,252.55.

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

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

**RESOLUTION NO. 14 – \_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA DESIGNATING THE TOWN TO ACT AS ITS OWN CONTRACTOR TO COMPLETE PHASE 2 OF THE 95<sup>th</sup> STREET END IMPROVEMENTS; AUTHORIZING THE PHASE II IMPROVEMENTS IN THE AMOUNT OF \$85,252.55 FROM THE SPECIAL PROJECTS ACCOUNT NO. 301-44-541-6310 WITH SAID FUNDS AVAILABLE FROM THE VOLUNTARY PROFFERS; PROVIDING FOR APPROVAL AND AUTHORIZATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Commission adopted Resolution No. 12-2093 approving the selection of Bermello Ajamil to design improvements for 95th Street; and

**WHEREAS**, the Town Commission adopted Resolution No. 13-2168 approving the design improvements for 95th Street (“Phase I”) which was completed on January 5, 2014; and

**WHEREAS**, voluntary proffers have been made by the developers of the 9501 Collins Avenue Project for the (“Phase II”) portion of the 95<sup>th</sup> Street improvements; and

**WHEREAS**, the Town has acquired all the necessary permits from the Florida Department of Environment Protection to move forward with the 95<sup>th</sup> Street improvements east of the bulkhead; and

**WHEREAS**, to complete Phase II of the 95<sup>th</sup> Street end improvements in a timely and cost effective manner, the Public Works Director is designated the Town’s General Contractor; and

**WHEREAS**, a proposal detailing the cost in the amount of \$85,521.55 from the Special Projects Account No. 301-44-541-6310 for Phase II attached hereto as Exhibit “A” and the Commission Communication; and

**WHEREAS**, it is in the best interest of the Town to authorize the expenditure for the 95<sup>th</sup> Street end project Phase II improvements in accordance with the proffers received from the 9501 Collins Avenue Project.

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

**Section 1. Recitals.** The above stated recitals are hereby adopted and confirmed.

**Section 2. Approval and Authorization.** The Town Commission approves the amount of \$85,252.55 from the Special Projects Account No. 301-44-541-6310 and authorizes the Town Manager and/or his designee to take all actions necessary to complete the Phase II portion of the 95<sup>th</sup> Street improvements.

**Section 3. Designation.** The Public Works Director is designated the Town's General Contractor for the Phase II portion of the 95<sup>th</sup> Street improvements.

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

**PASSED and ADOPTED** on this \_\_\_ day of \_\_\_\_\_ 2014.

Motion by \_\_\_\_\_.

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

**FINAL VOTE ON ADOPTION**

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

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

**ATTEST:**

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

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

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

# Quote

Date: 03/19/2014  
 LF Quote#: 0000151292  
 PO#:  
 Project: 95th St. Streetscape, Surfside

**CORPORATE**  
 431 Lawndale Avenue  
 Kalamazoo, MI 49048-9543  
 P: 800.521.2546 F: 269.381.3455  
 www.landscapeforms.com  
 Federal I.D.# 38-1897577

Bill To: TBD  
 ATTN: TBD  
 , FL

Ship To: TBD  
 ATTN: TBD  
 Surfside, FL 33154

Ship Via: Common Carrier  
 F.O.B.: Destination

Qty	Description	Unit Price	Total Price
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Tagging Instructions:  
 Bill of Lading Instructions:

**When ordering please confirm:**

- Shipping address and contact information (name and ph#)
- Billing address and contact information
- Is your firm or the project tax exempt? If so, exemption certificate must accompany order
- Delivery schedule:

Immediately upon completion  
 Target delivery date: \_\_\_\_\_

8	Villette Curved Backless Bench,3m Radius, 24.5deg,Embedded-Black & White,Polished	\$ 1,465.00	\$ 8,790.00
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Item Total	\$ 8,790.00
Shipping & Handling	\$ 3,600.00
Sub Total	\$ 12,390.00
Estimated Tax	\$ 615.30
Document Total	\$ 13,005.30

Payment Terms: NET 30 - PENDING CRED APPROVAL

Landscape Forms, Inc. reserves the right to change payment terms based on payment history as well as information obtained from commercial credit reporting agencies.

- Purchaser is responsible for confirming options, materials, quantities, etc., for completeness and conformity to plans and specifications.
- Changes to or cancellations of orders may incur a penalty charge of 30% or more. Special orders may not be changed or cancelled.
- No merchandise can be returned without authorization from Landscape Forms. Returns may be subject to a disposition fee of 30-100%.
- Prices based on quantities shown and quantity changes may affect price.
- QUOTED prices are held for 60 days. After receipt of a written ORDER, prices will be held for up to one year from receipt of the order. Changes in quantity or specification may affect pricing.

Page: 1 of 2

**Ship Date:**

Cust #: LFBID  
 SSR: Elena Allison  
 Rep: Miami - Luis & Michelle FL2

*Landscape Forms Sales Service*

Purchaser

Seller

landscapeforms

# Quote

Date: 03/19/2014  
LF Quote#: 0000151292  
PO#:  
Project: 95th St. Streetscape, Surfside  
Bill To: TBD  
ATTN: TBD  
FL

**CORPORATE**  
431 Lawndale Avenue  
Kalamazoo, MI 49048-9543  
P: 800.521.2546 F: 269.381.3455  
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Federal I.D.# 38-1897577

Ship To: TBD  
ATTN: TBD  
Surfside, FL 33154

Ship Via: Common Carrier  
F.O.B.: Destination

- Landscape Forms is a supplier only and ships via common carrier. Customer is responsible for offloading and installing unless otherwise indicated above.
- Mounting hardware is only available on a limited number of products. Please consult the installation recommendations or contact our corporate office to confirm. In the event hardware is provided, it MUST be used for proper installation.
- Refer to Care and Maintenance guidelines for more detailed information and instructions.
- All orders ship upon completion of fabrication. A one-week grace period may be available, after which storage fees will apply.
- This Agreement contains the entire understanding between the parties. All prior communications are merged into this Agreement. The terms of this Agreement shall control any conflict between documents.
- This Agreement may be signed by the parties separately and by facsimile, and together they shall be deemed one binding, original Agreement.
- Purchaser shall pay all costs and expenses paid or incurred by Landscape Forms, Inc. in collecting any amounts due for goods purchased by Purchaser, including without limitation, reasonable attorneys' fees and collection costs. Balances on Invoices not paid within 30 days of date of invoice, or within an alternate period of time as determined and indicated by Landscape Forms, shall incur interest at a rate of 18% per annum. Cash discounts are not offered.
- Pricing includes selection from our standard color palette. Optional colors and custom color matches are available for an additional fee and will extend lead-time. Please contact our corporate office for more information.
- Tax is estimated. Actual tax will be charged on final invoice and shall be payable by the Purchaser. U.S. customers must provide a valid sales tax exemption or resale certificate to remove liability.
- To the extent purchaser supplies or modifies the standard specifications for any products, Landscape Forms, Inc. expressly disclaims all representations and warranties related to such products or their design whether express or implied except that the products shall be manufactured in accordance with purchaser's specifications.
- **REMITTANCE OPTIONS:** For information on paying via credit card, ACH, direct bank transfer, or wire please email us at [AR@landscapeforms.com](mailto:AR@landscapeforms.com).  
Mail payments to:

**USD Checks**  
Landscape Forms, Inc.  
Dept 78073  
PO Box 78000  
Detroit, MI 48278-0073  
USA

**CAD Cheques**  
Landscape Forms, Inc.  
PO Box 2408  
Station A  
Toronto, Ontario M5W 2K6  
CAN

**GBP Cheques**  
Landscape Forms Inc.  
PO Box 7731  
1 Chaseside  
Bournemouth, Dorset  
BH1 9WZ  
UK

Page: 2 of 2

**Ship Date:**

Cust#: LFBID  
SSR: Elena Allison  
Rep: Miami - Luis & Michelle FL2

*Landscape Forms Sales Service*

Purchaser

Seller

landscapeforms

SAMUEL PEDRO  
 680 CYPRESS CLUB WAY APT. P  
 POMPANO BEACH, FL 33064

(954)826-5099  
 SAMNARAP@HOTMAIL.COM

# Estimate

Date	Estimate No.
05/20/2014	1009
	Exp Date
	06/20/2014

Address  
 Town of Surfside  
 9293 Harding Avenue  
 Surfside, FL 33154

Activity	Quantity	Rate	Amount
<ul style="list-style-type: none"> <li>Installation of 2,700sqft of brick on 95th Street</li> <li>- Materials not included, Surfside City will provide bricks, screen sand, mason sand and cement.</li> </ul>	2700	3.00	8,100.00

**Total** **\$8,100.00**

Accepted By

Accepted Date



2711 Southwest 36th Street  
 Dania Beach Florida 33312  
 PHONE: 954-431-1111  
 FAX: 954-433-1111

# Proposal

Date	Proposal #
6/11/2014	0614011

The Town of Surfside  
 9293 Harding Avenue  
 Surfside, Florida 33154  
 Attention: Joseph Kroll

Ship To

EMAIL	P.O. NUMBER	PROJECT	DIVISION	APPROVED BY:	REP
lyn@lslmgt.com		0614011LM/95thst	7060 Inst...		MF
Description			Qty	Cost	Total
LANDSCAPE INSTALLATION BASED ON THE PLANS PREPARED BY BERMELO ALJAMIL & PARTNERS, INC., REVISED MARCH 22, 2013 B-113-053 TOWN OF SURFSIDE - 95TH STREETSCAPE IMPROVEMENTS ALL PRICING AS PER as per City of Aventura bid # 10-07-12-2 and Resolution # 2010-46  95TH STREET RIGHT OF WAY - EAST OF BULKHEAD: Re-locate Sabal palmetto Uniola paniculata "Sea Oats" Helianthus debilis "dune sunflower" (1 gal) Spartina bakeri "sand Cordgrass" (1 gal) Zamia furfuracea "Cardboard plant" (45 gal) Zamia furfuracea "Zamia furfuracea" (15 gal) Portulaca oleracea "pink purslane" (1 gal) Square feet of Paspalum "Seashore Paspalum" sod Furnish and install soil mixture (3:LL-3) in planters; both existing and proposed (cubic yards) Cubic yards of organic mulch such as Flora or approved equal. Red and cypress mulch are strictly prohibited SUBTOTAL:					18,504.25
IRRIGATION: Irrigation system - 95th Street ROW, East of Bulkhead			1	5,200.00	5,200.00
DEMOLITION AND REMOVAL OF EXISTING FOLIAGE Removal and disposal of existing materials			1	2,200.00	2,200.00
LABOR REQUIRED TO INSTALL FILL - ONE WEEK 1 @ 40 hours - Foreman per hour - 2 @ 40 hours each - Laborer per hour Skid steer loader (Bobcat) with operator per hour Roller			40 80 40 1	27.50 18.00 35.00 300.00	1,100.00 1,440.00 1,400.00 300.00

**Total**

IF APPROVED, PLEASE SIGN: \_\_\_\_\_  
 Void after 90 days





2711 Southwest 36th Street  
 Dania Beach Florida 33312  
 PHONE: 954-431-1111  
 FAX: 954-433-1111

# Proposal

Date	Proposal #
6/11/2014	0614011

The Town of Surfside  
 9293 Harding Avenue  
 Surfside, Florida 33154  
 Attention: Joseph Kroll

Ship To

EMAIL	P.O. No.	Project	APPROVED BY:	Rep	DIVISION
lyn@lslngt.com		06140111.M/95thst		MF	7060 Install-Mi...
Description			Qty	Cost	Total
1 @ 40 hours - Foreman per hour - as per City of Aventura bid # 10-07-12-2 and Resolution # 2010-46			40	27.50	1,100.00
2 @ 40 hours each - Laborer per hour - as per City of Aventura bid # 10-07-12-2 and Resolution # 2010-46			80	18.00	1,440.00
Skid steer loader (Bobcat) with operator per hour - as per City of Aventura bid # 10-07-12-2 and Resolution # 2010-46			40	35.00	1,400.00
Roller			1	300.00	300.00
SUBCONTRACTOR: Subcontract for concrete work			1	13,713.00	13,713.00

**Total** \$43,857.25

IF APPROVED, PLEASE SIGN: \_\_\_\_\_  
 Void after 90 days



## Town of Surfside Commission Communication

**Agenda Item #:** 5D

**Agenda Date:** September 9, 2014

**Subject:** Calvin, Giordano & Associates, Inc. (CGA) Engineering Services Contract Approval

**Background:** The Town issued a public Request for Qualifications (RFQ) on February 14, 2014. The RFQ documents were posted on the Town’s website for all qualified firms to download and respond. The RFQ responses were received and publically opened on April 4, 2014.

The Town appointed a selection committee consisting of Bertha M. Goldberg, Joseph Kroll, Rosendo Prieto, Mayte Gamiotea and Duncan Tavares. The selection committee was tasked with reviewing all submittals and grading each firm. The selection committee’s top three (3) rated firms were “shortlisted” and requested to give an oral presentation on their firm and the services which they provide. After the oral presentations, the selection committee again ranked the firms from first to third. CGA was the top ranked firm and this ranking was submitted to the Town Commission. At the July 8 meeting, the Commission adopted Resolution No. 14-2245 authorizing Staff to enter into negotiations with CGA as the top ranked and most qualified firm to provide engineering services in accordance with RFQ No. 14-002.

**Analysis:** CGA’s has been retained by the Town as the Town’s Engineer for over seven (7) years. In the previous contract, CGA was allotted an annual fee (billed monthly) for their service with an escalation adjustment at the end of each fiscal year. The table below shows the historical fees and what the 3% escalation would have calculated to be if CGA had held to the written language in the previous contract.

	FY11	FY12	FY13	FY14	Proposed FY 15
<b>CGA Annual Fees (Actual)</b>	\$74,160	\$74,160	\$76,107	\$78,389	*
<b>Per Contract Allowable **</b>	\$74,160	\$76,385	\$78,676	\$81,037	\$83,468

\*The proposed initial fee for the CGA contract is equal to the allowable fee of the existing contract

\*\*Amount if CGA took annual escalator % provision. During previous years CGA voluntarily declined increase due to economic conditions.

The Staff has negotiated the attached agreement that would designate CGA as the Town Engineer in the annual amount of \$83,468 (the amount that current agreement envisioned compensating CGA in FY 15). CGA is not requesting any increase above what would have been granted under the existing

contract. The annual fees include Commission meeting attendance, monthly reporting, communication with utility agencies, utility billing review and the listing of specific Public Works Department Augmentation Services which are attached to this memo.

**Budget Impact:** This item has been budgeted in the FY 14-15 approved budget.

**Growth Impact:** N/A

**Staff Impact:** There will be no impact to Town Staff.

**Recommendation(s):** Adopt the Resolution awarding the RFQ 14-Professional Engineering Services to the firm of Calvin, Giordano & Associates for the initial annual fee of \$83,468.00.

  
\_\_\_\_\_  
Joseph Kroll, Public Works Director

  
\_\_\_\_\_  
Michael P. Crotty, Town Manager

**Town of Surfside, Florida  
Request for Qualifications No. 14-**

**SCOPE OF SERVICES**

**Section I. General Objectives**

The Town of Surfside is soliciting professional engineering services of an individual or firm qualified to serve as the Town's Consulting Engineer as detailed below in Sections II and III. The consultant(s) selected shall provide professional engineering services under the terms of a Continuing Contract for a three (3) year period with up to two additional consecutive one (1) year renewal clauses, subject to mutual agreement. The Town may also have other consultants perform engineering assignments or related engineering work tasks during the contract period as determined exclusively by the Town.

**Section II. Public Works Department Staff Augmentation**

The Town's Consulting Engineer shall provide continuing engineering services to augment existing staff in the Public Works Department related to the planning, design, review and/or construction of projects, which may include, but are not limited to the following services:

- Contract administration for maintenance of public rights-of-way, landscaping and irrigation systems to provide safe and aesthetically attractive public spaces for the benefit of the Town
- Contract administration for the construction, operation and maintenance of public facilities
- Contract administration and coordination of sidewalk and streetlight maintenance for all public roadways to ensure safe passage throughout Surfside
- Contract administration and assistance with local, state and federal grants for improvements to public works facilities and services within the Town
- Contract administration and oversight of the Town's solid waste management operations and regulatory compliance
- Recommend, develop and implement a capital improvement plan for the Town
- Administer the Town's NPDES/Stormwater Master Plan programs and provide associated regulatory monitoring and compliance services
- Oversee the operation and maintenance of water, wastewater and stormwater utilities and provide associated regulatory monitoring and compliance services
- Manage traffic management/improvement projects and contracts implemented by the Town
- Disaster recovery and debris monitoring oversight services
- Public Engagement
- Procurement Administration
- Attend all regular monthly meetings of the Town Commission
- Attend other public meetings as-requested by the Town Manager or his designee
- Perform related services as-requested by the Town Manager or his designee
- Prepare proposal, specifications, plans, contract documents and overall assistance and coordination of Design Build Services

**Section III. Consulting Engineering Services**

The below description of services the Consultant may be called upon to perform is not all-inclusive and is given as a guide for submittal preparation. The Town and its selected

engineering consultant(s) on a project-by-project basis will prepare detailed scopes of work for specific projects. Services required for projects may be provided by other consultants, at the discretion of the Town. The Town may also have other consultants perform engineering assignments or related engineering work tasks during the contract period. The Town's Consulting Engineer may be required to review the work of other Professional Engineers. The scope of services shall include, but are not necessarily limited to the following disciplines:

- Mechanical, Electrical, Plumbing Engineering
- Landscape Architecture
- Environmental Engineering
- Traffic Engineering
- Construction/Project Management
- Engineering Code Development
- Plan and Development Review
- Civil Engineering
- Geotechnical Engineering
- Value Engineering
- Sampling and Testing Services
- Inspection Services
- Engineering Studies
- Cost Estimating
- Oversight, coordination, and preparation of Design Build Services

**The Town does not guarantee that any or all of the services identified in this Request for Qualifications ("RFQ") will be assigned to the selected consultant(s) during the term of their agreements.**

**RESOLUTION NO. 14 - \_\_\_\_\_**

**A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA, AWARING A CONTRACT FOR PROFESSIONAL GENERAL ENGINEERING SERVICES BY CALVIN, GIORDANO & ASSOCIATES, INC. (“CGA”) TO ACT AS THE TOWN’S ENGINEERING FIRM TO PROVIDE PROFESSIONAL GENERAL ENGINEERING SERVICES PER THE REQUEST FOR QUALIFICATIONS NO. 2014-002 (THE “RFQ”) ATTACHED HERETO AS ATTACHMENT “A”; PROVIDING FOR IMPLEMENTATION AND AUTHORIZATION OF AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE;**

**WHEREAS**, pursuant to Section 287.055, Florida Statutes, the Town of Surfside (“Town”) requested qualifications from consulting firms to act as the Town’s engineering firm (Request for Qualifications to Provide Professional General Engineering Services issued: February 14, 2014) (“RFQ 2014-002”); and

**WHEREAS**, twelve firms responded to said RFQ and after reviewing all twelve submittals, the Selection Committee arrived at a short list of five firms, and

**WHEREAS**, the Town has considered the proposals submitted in response to the RFQ and has determined Calvin, Giordano & Associates, Inc. (“CGA”) is the lowest most responsible and responsive bidder in accordance with the applicable codes and ordinances of the Town; and

**WHEREAS**, on July 8, 2014, the Town Commission adopted Resolution No. 14-2245, and authorized the Town Manager to enter into contract negotiations with Calvin, Giordano and Associates, Inc. as the top ranked and most qualified firm to provide general engineering services as outlined in the RFQ No. 2014-002.

**WHEREAS**, CGA has agreed to enter into the Agreement attached hereto as Attachment “A” with the Town to perform professional general engineering services for engineering related work which may include, but not limited to, the following tasks: survey; geotechnical; structural; environmental; traffic; landscape architecture; construction management; construction inspection; construction testing; electrical; hurricane recovery and debris monitoring services; general design work; preparation of complete construction contract plans and special provisions for the assigned projects; public involvement; post design services (shop drawing review, responses to request for information and services during construction); and bid administration (selection and letting) (Professional Services”); and

WHEREAS, the Town Commission has determined that it is in the best interests of the Town to enter into the Agreement attached hereto as Attachment "A" with CGA to perform the professional general engineering services as set forth therein.

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

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

**Section 2. Approval and Authorization.** The Agreement, attached hereto as Attachment "A" between the Town and Calvin, Giordano & Associates, Inc. is hereby approved, and the Town Mayor and the Town Manager are hereby authorized to execute the Agreement, on behalf of the Town.

**Section 4. Implementation and Authorization.** The Town Manager is hereby authorized to take all action necessary to implement this Resolution and the Agreement in accordance with the terms, conditions and purposes of this Resolution and the Agreement.

**Section 5. Effective Date.** That this Resolution shall be effective immediately upon adoption.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Motion by Commissioner \_\_\_\_\_, second by Commissioner \_\_\_\_\_.

**FINAL VOTE ON ADOPTION**

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


---

Daniel Dietch, Mayor

**ATTEST:**

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

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

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



**ATTACHMENT "A"**

**AGREEMENT**

**BETWEEN THE**

**THE TOWN OF SURFSIDE, FLORIDA**

**AND**

**Calvin, Giordano & Associates, Inc.**

**FOR**

**PROFESSIONAL GENERAL ENGINEERING SERVICES**

**RFQ NO. 2014-002**

This Agreement, is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the Town of Surfside, a Florida municipal corporation ("TOWN"), and Calvin, Giordano & Associates, Inc. ("CONSULTANT") for Professional General Engineering Services ("Agreement"). References in this Agreement to "Town Manager" shall be meant to include his designee.

**WITNESSETH:**

WHEREAS, the TOWN, pursuant to Section 287.055, Florida Statutes, solicited proposals from CONSULTANTS to perform Professional General Engineering Services ("Services"); and

WHEREAS, proposals were evaluated and ranked by a Selection Committee; and

WHEREAS, the Town Commission has selected the CONSULTANT to perform Services on an on-going, as needed basis, and at the sole discretion of the Town; and

WHEREAS, on July 8, 2014, the TOWN enacted Resolution No. 14-2245, which ratified the ranking of the Proposals and authorized the Town Manager to execute an Agreement with the CONSULTANT; and

WHEREAS, TOWN and CONSULTANT desire to enter into an Agreement whereby the duties and obligations each to the other are set forth.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

## SECTION 1 GENERAL INFORMATION

- 1.1 This Agreement is based on the General Information set forth herein and incorporates the Request for Qualifications for Professional General Engineering Services ("RFQ"), attached hereto and made a part hereof, as Exhibit A; the CONSULTANT's Scope, attached hereto and made a part hereof as Exhibit B; and the Compensation Schedule, attached hereto and made a part hereof as Exhibit C, C.1 and C.2.

**Scope of Services:** CONSULTANT shall provide Professional General Engineering Services for studies, planning, design, construction engineering and inspection of miscellaneous engineering projects to include but not limited to projects in the following areas: water distribution infrastructure; wastewater collection infrastructure; roadway improvements; stormwater infrastructure; capital improvement projects; traffic engineering; electrical engineering and other miscellaneous engineering related projects as outlined in Exhibit A.

**TOWN's Authorized Representative:** The Town Manager or his designee.

- 1.2 The TOWN will provide a Request for Quotation based on a scope of work. The scope of work of the desired service shall be determined by the TOWN. CONSULTANT'S proposal for the scope of work shall further define the scope of work, project timing, fees, and reimbursables. The CONSULTANT'S proposal, including schedule, detailed scope of work, fees, reimbursables, and sub-consultants will be approved, rejected, or negotiated by the TOWN.
- 1.3 CONSULTANT shall obtain a signed Work Authorization prior to commencement of Services. Town shall not be responsible for payment for any work done without a signed Work Authorization.
- 1.4 If Work Authorization is approved or not approved, the TOWN shall not be responsible for CONSULTANT'S cost related to the preparation and submittal of scope of work proposals.

## SECTION 2 CONSULTANT'S RESPONSIBILITIES

- 2.1 The CONSULTANT shall provide the professional services as set forth in this Agreement and Exhibits thereto.
- 2.2 The CONSULTANT shall perform its services consistent with the professional skill and care ordinarily provided by CONSULTANTS practicing in the same or similar locality under the same or similar circumstances. The CONSULTANT shall perform services as expeditiously as is consistent with such professional skill and care and orderly progress of the Project.
- 2.3 The CONSULTANT shall identify a representative authorized to act on behalf of the CONSULTANT with respect to the Project.

- 2.4** The CONSULTANT shall maintain the following insurance for the duration of this Agreement, the cost of which shall be included in the CONSULTANT's compensation.

The policies of insurance shall be primary and written on forms acceptable to the TOWN and placed with insurance carriers licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "A- Excellent: FSC VII." In the event that the insurance carrier's rating shall drop, the insurance carrier shall immediately notify the TOWN. The TOWN must approve any changes to these specifications.

Professional Liability - \$2,000,000 Per Occurrence  
General Liability - \$1,000,000 Per Occurrence; \$2,000,000 General Aggregate  
Automobile Liability - \$1,000,000 Per Occurrence  
Workers Compensation - Statutory

The Town of Surfside shall be named as additional insured, as their interests may appear on policies for General Liability and Automobile Liability. As respects General Liability coverage, the Additional Insured status of the TOWN shall be maintained for this Project for not less than five (5) years following completion and acceptance by the TOWN or no more restrictive than Insurance Services Office (ISO) form CG 20 37 (07 04). Waiver of subrogation in favor of the Town of Surfside is required on all policies except Workers' Compensation.

The CONSULTANT is responsible for the Workers' Compensation of any and all subcontractors, including leased employees, used by the CONSULTANT. Evidence of workers' compensation insurance coverage for all subcontractors, including leased employees, must be submitted prior to any work being performed.

**2.4.1 Policy form:**

All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the TOWN, are to be written on an occurrence basis, shall name the Town of Surfside as Additional Insured during the Agreement and for a minimum of five (5) years following the end of the Agreement (include wording on Certificate). Insurer(s), with the exception of Workers' Compensation, shall agree to waive all rights of subrogation against the Town of Surfside.

- 2.4.2** Insurance requirements itemized in this contract and required of the CONSULTANT shall be provided on behalf of all sub-consultants to cover their operations performed under this Agreement. The CONSULTANT shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

- 2.4.3** Each insurance policy required by this Agreement shall:

A. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability

B. Not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the TOWN, except the cancellation notice period for non-payment of premiums for Workers' Compensation notice shall be 10 days.

2.4.4 The Town of Surfside shall retain the right to review, at any time, coverage, form, and amount of insurance.

2.4.5 The procuring of required policies of insurance shall not be construed to limit CONSULTANT's liability nor to fulfill the indemnification provisions and requirements of this Agreement.

2.4.6 The CONSULTANT shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.

2.4.7 Certificates of Insurance evidencing Claims Made or Occurrence Form Coverage and conditions to this Agreement are to be furnished to Town of Surfside, 9293 Harding Avenue, Surfside, FL 33154, prior to commencement of work and a minimum of thirty (30) calendar days prior to expiration of the insurance contract, when applicable. All insurance certificates shall be received by the TOWN before the CONSULTANT will be allowed to commence or continue work. All insurance carriers must have their corresponding AM Best carrier ID listed on the Certificate of Insurance (COI).

2.4.8 Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Agreement, shall be provided to the CONSULTANT's/ Sub/Consultant's insurance company and Risk Management as soon as practicable after notice to the insured.

2.4.9 The insurance required for this Agreement shall be written for not less than limits of liability specified in the Project Manual or required by law, whichever coverage is greater. The CONSULTANT shall furnish information concerning reduction of coverage with reasonable promptness in accordance with the CONSULTANT's information and belief.

## 2.5 Errors and Omissions

The CONSULTANT shall be responsible for technically deficient designs, reports, or studies due to his errors and omissions, and shall promptly correct or replace all such deficient design work due to his errors and omissions without cost to TOWN upon the request of the TOWN for five years after the date of acceptance of the SERVICES by the TOWN, when judged to have been in error by a court of competent jurisdiction. CONSULTANT shall also be responsible for the cost of correcting deficient construction which was built from technically deficient designs.

Payment in full by the TOWN for work performed does not constitute a waiver of this provision.

## **2.6 CONSULTANT'S Basic Services**

CONSULTANT agrees to provide complete Professional Engineering services in accordance with all applicable federal, state, county and TOWN, laws, codes ordinances and regulations. CONSULTANT shall maintain an adequate staff of qualified personnel on the Work at all times to ensure its performance as specified in the Agreement.

When submitting documents to the TOWN, the CONSULTANT shall also submit and fee shall include three (3) hard copies and documents in an electronic format in WORD, EXCEL, PDF and AutoCAD latest versions.

CONSULTANT may be required to perform all or some of the services presented in this Agreement, depending on the needs of the TOWN for a particular Project. CONSULTANT shall furnish, as Basic Services, comprehensive professional services for the Projects including, but not limited to those described herein.

### **2.6.1 Study and Report Phase**

- a. Identify and analyze requirements of governmental authorities having jurisdiction to approve portions of the Project.
- b. Evaluate various alternate solutions available to the TOWN if described in the Request for Quotation. After consultation with the TOWN, recommend to TOWN those solutions which, in CONSULTANT'S professional judgment, best meet TOWN'S requirements for the Project.
- c. A Statement of Probable Construction Cost, prepared in Construction Standard Index (CSI) format, to include a summary of the estimated project cost. Such summary shall be in sufficient detail to identify the costs of each element and include a breakdown of the fees, general conditions and construction contingency. Such evaluation shall comprise a brief description of the basis for estimated costs per each element and similar project unit costs. Costs shall be adjusted to the projected bid date.

Recommendations for reducing the scope of the Project in order to bring the estimated costs within allocated funds, in the event that the Statement of Probable Construction Costs exceeds allocated funds, the CONSULTANT shall update its documentation, at no additional cost to the TOWN, to reflect this reduced scope.

Any "Statement of Probable Construction Costs" prepared by CONSULTANT represents a reasonable estimate of cost in CONSULTANT's best judgment as a professional familiar with the local construction industry, industry recognized publications, historical price lists, or services estimating the current cost of comparable construction in South Florida.

- d. The Project Development Schedule shall show the proposed completion date of each task of the Project through design, bidding, and post design services.
- e. For purpose of payment to the CONSULTANT, services under the Study and Report Phase will be considered complete when the Study or Report has been accepted by the TOWN as complete, which acceptance will not be unreasonably withheld.

### **2.6.2 Preliminary Design Phase**

- a. On the basis of selection by the TOWN of the recommended solution, or modified solution agreed upon by TOWN and CONSULTANT, prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
- b. Based on the information contained in the Preliminary Design documents provide an updated Statement of Probable Construction Cost. If Statement of Probable Construction Cost exceeds allocated funds, CONSULTANT shall prepare recommendations for reducing the scope in order to bring the estimated costs within allocated funds. CONSULTANT shall update its documentation, at no additional cost to the TOWN, to reflect this reduced scope.
- c. Furnish Preliminary Design documents to and review them with the TOWN within the stipulated period indicated in the Work Authorization and proposal.
- d. TOWN reserves the right to conduct a Peer Review of the project documents at any design stage. Cost of such a Peer Review would be borne by TOWN. Any findings as a result of said Peer Review would be addressed by CONSULTANT, and if requested by TOWN, would be incorporated into the design documents, at no additional cost to TOWN.
- e. For the purpose of payment to the CONSULTANT, services under the Preliminary Design Phase will be considered complete when the Preliminary Design documents have been accepted by the TOWN as complete.

### **2.6.3 Final Design/Construction Documents Phase**

- a. If the Project involves construction or demolition, the CONSULTANT shall prepare, from the approved Preliminary Design, modifications or changes, and Construction Documents consisting of working drawings and specifications setting forth in detail the work required for the civil, structural, mechanical, electrical, site, and other work, and the necessary bidding information, general conditions, supplementary conditions and proposal forms. The CONSULTANT shall submit to the TOWN one (1) electronic set of all documents and three (3) copies of the Construction Documents, and a further revised Statement of Probable Construction Cost.

- b. CONSULTANT shall include in Construction Documents a requirement that Construction Contractor provide a final survey of the project by a Registered Surveyor, and provide marked up construction drawings to CONSULTANT so the CONSULTANT can prepare and deliver to the TOWN the record drawings in the form required by the TOWN.
- c. Prior to final approval of the Construction Documents by the TOWN, the CONSULTANT shall conduct a preliminary check of any work products to insure compliance with requirements of applicable agencies from which a permit or other approval is required.
- d. CONSULTANT shall file and follow-up for all permits at the earliest practicable time during the design phase, the necessary portions of the Construction Documents for approval by applicable authorities having jurisdiction over the Project by law or contract with the TOWN, and shall assist in obtaining any such applicable certifications of permit approval by such authorities prior to approval by the TOWN of the final set and printing of the Construction Documents. The CONSULTANT shall promptly advise the TOWN of any substantial increases in costs set forth in the Statement of Probable Construction Cost that in the opinion of the CONSULTANT is caused by the requirement(s) of such.
- e. CONSULTANT shall prepare all support documents to accompany any necessary permit applications. In addition to the required sets of bid documents, CONSULTANT shall provide, and fee shall include, all necessary sets of sealed plans for permit applications. CONSULTANT shall respond to all technical questions from regulatory agencies. CONSULTANT shall modify, at no additional cost to the TOWN, Construction Documents in order to acquire the necessary permits.
- f. Should any component of the design or report not meet applicable regulations or codes in effect at the time of completion of design, the CONSULTANT shall redesign with no additional cost to the TOWN.
- g. Designing to Construction Cost Limit - If a Construction Cost Limit is established by the TOWN, such Construction Cost Limit will be set forth in the Work Authorization to the CONSULTANT. The written acceptance by the TOWN at any time during the Basic Services of a written Statement of Probable Construction Cost in excess of the then established Construction Cost Limit will constitute a corresponding increase in the Construction Cost limit.
- h. The CONSULTANT shall signify his responsibility for the Construction Documents prepared pursuant to this AGREEMENT by affixing his signature, date and seal thereto as required by Chapters 471 and 481, Florida Statutes.

- i. When submitting documents to the TOWN, the CONSULTANT shall also submit and fee shall include three (3) hard copies and documents in an electronic format in WORD, EXCEL, PDF and AutoCAD latest versions.
- j. CONSULTANT'S services under the Construction Document Phase will be considered complete when the bid documents are delivered to and accepted by the TOWN, and finally complete when the CADD drawings in .DXF format are delivered to and accepted by the TOWN.

#### **2.6.4 Bidding Phase**

- a. The CONSULTANT shall attend all pre-bid conferences, prepare and distribute minutes.
- b. The CONSULTANT shall prepare Addenda as appropriate to clarify, correct, or change Bid Documents
- c. If Pre-Qualification of bidders is required as set forth in the Request for Quotation, CONSULTANT shall assist TOWN in developing qualification criteria, review qualifications of prospective bidders, and recommend acceptance or rejection of the prospective bidders
- d. CONSULTANT shall evaluate bids and bidders, and provide recommendations to the TOWN.
- e. Should the lowest responsible, responsive bid meeting specifications exceed CONSULTANT'S Statement of Probable Construction Cost by 10% or more, CONSULTANT shall, at the TOWN'S direction, redesign the Project at their actual cost with no overhead and profit added.
- f. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit may be adjusted in accordance with the applicable change in the Construction Cost Index for twenty cities from the date of completion of the Final Design Phase and the date on which proposals or bids are sought, as published monthly in "Engineering News Record".
- g. For the purpose of payment to the CONSULTANT, the Bidding Phase will terminate and the services of the CONSULTANT for this phase will be considered complete upon signing of an Agreement with a Contractor, or cancellation of the project by the TOWN prior to signing of agreement with a Contractor. Rejection of bids by the Town does not constitute cancellation of the project.



### **2.6.5 Construction Phase - General Administration of Construction Documents**

- a. To the extent provided by the contract for the project between the TOWN and the Contractor, the CONSULTANT shall make recommendations to the Town on all claims of the TOWN and Contractor regarding interpretation of the Construction Documents, and on all other matters relating to the execution and progress of the Work. The CONSULTANT shall check and approve samples, schedules, shop drawings, and other submissions for conformance with the concept of the Project, and for compliance with the information given by the Construction Documents, prepare Change Orders, assemble written guarantees required of the Contractor, and approve progress payments to the Contractor based on the Project Schedule of Values and percent of completion of Work.
- b. The CONSULTANT shall carefully review and examine the contractor's Schedule of Values, together with any supporting documentation. The purpose of such review and examination will be to protect the TOWN from an unbalanced Schedule of Values which allocates greater value to certain elements of the services that is indicated by industry standards, supporting documentation, or data.
- c. If the Schedule of Values is not found to be appropriate, it shall be returned to the Contractor for revision or supporting documentation. After making such examination, when the Schedule of Values is found to be appropriate, the CONSULTANT shall sign the Schedule of Values thereby indicating their informed belief that the Schedule of Values constitutes a reasonable, balanced basis for payment of the Contract Price to the Contractor.
- d. The CONSULTANT shall conduct a pre-construction meeting with the CONTRACTOR, the TOWN, and utility companies; prepare and distribute minutes of the meeting.
- e. The CONSULTANT shall make inspections of the Work based on the type and frequency defined in the Scope of Work on which the CONSULTANT quoted. CONSULTANT'S inspections shall determine the progress and quality of the Work, and whether the Work is proceeding in accordance with the Construction Documents. CONSULTANT will provide the TOWN with a written report of each inspection in order to inform the TOWN of the progress of the Work. CONSULTANT shall endeavor to guard the TOWN against defects and deficiencies in the work of Contractors, and make written recommendation to the TOWN that work fails to conform to the Construction Documents. Based on such inspections, and the Contractor's Applications for Payment, he will recommend the amount owing to the Contractor, and will issue Certificates for Payment in such amount. These Certifications will constitute a representation to the TOWN, based on such inspections and the data comprising the Application for Payment, that the work has progressed to the point indicated. By issuing a Certificate for Payment, the CONSULTANT will also represent to the TOWN that, to the best of his knowledge, information, and belief, based on what his inspections have revealed, the work

is in accordance with the Construction Documents. He will conduct inspections to determine the dates of substantial and final completion and recommend the issuance of a final Certificate for Payment. All inspections and Certificates of Payment provided by CONSULTANT shall be sufficient to provide all certifications required by applicable agencies.

- f. The CONSULTANT shall revise the Construction Drawings and submit record drawings or corrected CADD drawings to the TOWN to show those changes made during the construction process, based on the marked up prints, drawings, and other data furnished by the Contractor.
- g. The CONSULTANT shall attend regularly scheduled Progress Meetings on site, if included in the Scope of Work, prepare and distribute minutes.
- h. The CONSULTANT shall prepare construction Change Orders for the TOWN'S approval. CONSULTANT shall not authorize any changes in services or time, no matter how minor, without prior written approval of TOWN.
- i. Should CONSULTANT approve progress payments to Contractor in excess of the value of the Work performed, and the Contractor defaults leaving insufficient funds to complete the Work, CONSULTANT shall reimburse the TOWN for the difference between the amount of the progress payment actually approved and the amount which should have been approved.
- j. If any portion of the work is covered, based on approval of CONSULTANT, without the TOWN'S and Building Official's inspection and approval, the TOWN'S representative may direct that portion of the work uncovered for inspection. If that portion of the work uncovered is not defective and is in accordance with the plans and specifications, CONSULTANT shall bear the cost of uncovering and covering the work. If that portion of the work uncovered is defective or not in accordance with the plans and specifications, the Contractor shall bear the cost of uncovering, repairing, and covering the Work.
- k. For the purpose of payment to CONSULTANT, the Construction Phase shall be considered complete upon compilation of punch list by CONSULTANT, written notification to Contractor by CONSULTANT of all documents, training, record drawings, releases of lien, and written recommendation by CONSULTANT of final payment.
- l. CONSULTANT shall have no authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by the construction contractor or for safety precautions and programs incident to the work of the construction contractor.

**SECTION 3**  
**ADDITIONAL SERVICES**

If it should become necessary for the TOWN to request CONSULTANT to render any additional services to either supplement the Services described in this RFQ or to perform additional work, such additional work shall be performed only if set forth in an addendum to this Agreement. Any such additional work agreed to by both parties shall be based on hourly billing rates or a lump sum as mutually agreed upon between the CONSULTANT and TOWN, and as set forth in Exhibit C, C.1 and C.2. TOWN shall identify a representative authorized to act on the TOWN's behalf with respect to the Project.

**SECTION 4**  
**TOWN'S RESPONSIBILITIES**

- 4.1 The TOWN shall identify a representative authorized to act on the TOWN's behalf with respect to the Project.
- 4.2 The TOWN shall assist CONSULTANT by placing at its disposal all available information for the Project, whenever reasonably possible.
- 4.3 The TOWN shall provide the CONSULTANT access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the CONSULTANT access to the Work whenever it is in preparation or progress, whenever reasonably possible.
- 4.4 The TOWN shall reimburse the CONSULTANT for applicable permit application fees.

**SECTION 5**  
**COPYRIGHTS AND LICENSES**  
**OWNERSHIP OF DOCUMENTS**

Unless otherwise provided by law, any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of TOWN. In the event of termination of this Agreement, any reports, photographs, surveys and other data and documents prepared by CONSULTANT, whether finished or unfinished, shall become the property of TOWN and shall be delivered by CONSULTANT to the TOWN Manager within seven (7) days of termination of this Agreement by either party. Any compensation due to CONSULTANT shall be withheld until all documents are received as provided herein.

All subcontracts for the preparation of reports, photographs, surveys and other data and documents entered into by CONSULTANT for a specific project shall provide that all documents and rights obtained by virtue of such contracts shall become the property of TOWN.

**SECTION 6**  
**TERM, TERMINATION AND SUSPENSION**

- 6.1 Term:** The term of this Agreement shall begin on the date it is fully executed by both parties and shall extend for five (5) years. After the initial term, the Contract may be extended for one (1) additional two year period by mutual agreement of the parties. The parties hereto may extend this Agreement by mutual consent, in writing, prior to the expiration of the current term.
- 6.2 Termination for Convenience:** This Agreement may be terminated by the TOWN for convenience upon ten (10) calendar days' written notice to the CONSULTANT. In the event of such termination, any services performed by the CONSULTANT under this Agreement shall, at the option of the TOWN, become the TOWN's property, and the CONSULTANT shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of the TOWN up through the date of termination. Under no circumstances shall TOWN make payment for services that have not been performed.
- 6.3 Termination for Cause:** This Agreement may be terminated by either party upon five (5) calendar days' written notice to the other party should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the CONSULTANT abandons this Agreement or causes it to be terminated by the TOWN, the CONSULTANT shall indemnify the TOWN against loss pertaining to this termination. In the event that the CONSULTANT is terminated by the TOWN for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 and the provisions of Section 6.2 shall apply.
- 6.4** In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services performed to the date the Agreement is terminated; however, upon being notified of TOWN'S election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. CONSULTANT acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by TOWN, the adequacy of which is hereby acknowledged by CONSULTANT, is given as specific consideration to CONSULTANT for TOWN'S right to terminate this Agreement for convenience.
- 6.5** In the event this Agreement is terminated, any compensation payable by TOWN shall be withheld until all documents are provided to TOWN pursuant to Section 5 of this Agreement. In no event shall the TOWN be liable to CONSULTANT for any additional compensation, other than provided herein, or for any consequential or incidental damages.
- 6.6 Suspension:** The TOWN may suspend the Project at any time and for any reason, immediately, and without advanced notice. If the TOWN suspends the Project, the CONSULTANT shall be compensated for the services performed prior to the notice of suspension, up through the date of such suspension, provided that such services are performed to the satisfaction of the TOWN. Under no circumstances shall

TOWN make payment for services that have not been performed. In no event shall the TOWN be liable to CONSULTANT for any additional compensation, other than provided herein, or for any consequential or incidental damages. CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. When the Project is resumed, the CONSULTANT's time schedule shall be equitably adjusted and agreed to in writing by both parties.

- 6.7 The Town Manager may terminate the Agreement or suspend the work, immediately, and without advanced notice, if deemed necessary to protect the public health, safety or welfare.
- 6.8 Notice of termination or suspension shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination or suspension by the Town Manager which the Town Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

## SECTION 7 COMPENSATION

- 7.1 The amount of compensation payable by the TOWN to CONSULTANT shall be based upon the prices as set forth in Exhibit C, C.1 and C.2 which amount shall be accepted by CONSULTANT as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by CONSULTANT that these amounts are the maximum payable and constitute a limitation upon TOWN'S obligation to compensate CONSULTANT for its services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon CONSULTANT'S obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.
- 7.2 The hourly billing rates for services of the CONSULTANT, and the CONSULTANT's consultants if any, are set forth in Exhibit C, C.1 and C.2. Beginning on October 1, 2016 and annually thereafter, the CONTRACTOR shall receive an annual adjustment in the rates and fees. The adjustment shall be based on the April Consumer Index-All Urban Consumers, Not Seasonally Adjusted, All Items, Miami-Fort Lauderdale Area, 1982-84= 100, Series ID:CUURA320SAO, CUUSA320SAO, except that the annual adjustment to the costs shall not exceed 5% and shall not decrease. The Consumer Price Index is available from the United States Department of Labor, Bureau of Labor Statistics. The parties acknowledge that fuel costs are reflected in the above referenced CPI, and therefore there shall be no additional fuel costs adjustments.
- 7.3 CONSULTANT may submit an invoice for compensation, developed and agreed upon by the Town Manager and CONSULTANT, no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. Invoices shall designate the nature of the services performed and shall

also show a summary of fees with accrual of the total and credits for portions paid previously, and shall allocate the billing costs to the appropriate fund or combination of funds. Each statement shall show the proportion of the guaranteed maximum payment that has been expended through previous billings.

- 7.4 Approved Reimbursable Expenses shall be paid to the CONSULTANT at exact cost, and upon proof of payment by CONSULTANT if requested by the TOWN. Anticipated Reimbursable Expenses shall be included with CONSULTANT'S original fee proposal. No claim for reimbursement for the following expenses shall be made to the TOWN.
- a. All travel and vehicle expenses within Miami-Dade.
  - b. Three sets of signed and sealed permitting plans.
  - c. Computer usage, telephone expenses, postage.
- 7.5 Notwithstanding any provision of this Agreement to the contrary, Town Manager, may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to Town Manager. The amount withheld shall not be subject to payment of interest by TOWN.
- 7.6 Payment shall be made to CONSULTANT in accordance with the Local Government Prompt Payment Act as stipulated in Part VII of Chapter 218, FL Statutes, by check, card, funds transfer or other method as determined by the TOWN in its sole discretion.
- 7.7 CONSULTANT agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which CONSULTANT receives reimbursement for a period of at least three (3) years after completion of the work provided for in this Agreement. Such books and records shall be available at all reasonable times for examination and audit by TOWN.
- 7.8 If it should become necessary for TOWN to request CONSULTANT to render any additional services to either supplement the services described in the RFQ or to perform additional work, such additional work shall be performed only if set forth in an addendum to this Agreement. Any such additional work agreed to by both parties shall be by mutual agreement of both parties, in writing, and negotiated as to price.
- 7.9 Records of expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the TOWN within 48 hours of the TOWN'S request.
- 7.10 Additional Services furnished by the CONSULTANT or the CONSULTANT'S consultants shall be based on hourly billing rates or a lump sum as mutually agreed

upon between the CONSULTANT and TOWN, and as set forth in Exhibit C, C.1 and C.2.

## SECTION 8 INDEMNIFICATION

- 8.1** CONSULTANT shall indemnify and hold harmless the TOWN, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the services under this Agreement.
- 8.2** CONSULTANT acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity.
- 8.3** The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Town Manager and the Town Attorney, any sums due CONSULTANT 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.

## SECTION 9 MISCELLANEOUS

- 9.1 Audit and Inspection Rights and Retention of Records.** TOWN shall have the right to audit the books, records and accounts of CONSULTANT that are related to this Agreement. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

CONSULTANT shall preserve and make available, at reasonable times for examination and audit by TOWN, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless CONSULTANT is notified in writing by TOWN of the need to extend the retention period. Such retention of such records and documents shall be at CONSULTANT'S expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by TOWN to be applicable to CONSULTANT'S records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT. Any incomplete or incorrect entry

in such books, records, and accounts shall be a basis for TOWN'S disallowance and recovery of any payment upon such entry.

In addition, CONSULTANT shall respond to the reasonable inquiries of successor CONSULTANTS and allow successor CONSULTANTS to receive working papers relating to matters of continuing significance.

In addition, CONSULTANT shall provide a complete copy of all working papers to the TOWN, prior to final payment by the TOWN, in accordance with the RFQ for CONSULTANT services.

- 9.2 Policy of Non Discrimination.** CONSULTANT shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONSULTANT shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.
- 9.3 Public Entity Crime Act.** CONSULTANT represents that the execution of this agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a CONSULTANT, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to TOWN, may not submit a bid on a contract with TOWN for the construction or repair of a public building or public work, may not submit bids on leases of real property to TOWN, may not be awarded or perform work as a CONSULTANT, supplier, subcontractor, or consultant under a contract with TOWN, and may not transact any business with TOWN in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from TOWN'S competitive procurement activities. In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list. By submitting a response to this RFQ, Proposer certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in this RFQ.
- 9.4 Independent Contractor.** CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT pursuant to this Agreement shall be subject to the supervision of CONSULTANT. In providing such services, neither CONSULTANT nor its agents shall act as officers, employees or agents of the TOWN. Personnel policies, tax responsibilities, social security and health



insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT. This Agreement shall not constitute or make the parties a partnership or joint venture.

**9.5 Third Party Beneficiaries.** Neither CONSULTANT nor TOWN intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

**9.6 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. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

TOWN: Michael P. Crotty  
Town Manager  
Surfside Town Hall  
9293 Harding Avenue  
Surfside, Florida 33154

With a copy to:

Linda Miller, Esq.  
Town Attorney  
Town of Surfside  
9293 Harding Avenue  
Surfside, Florida 33154

CONSULTANT: Calvin, Giordano & Associates, Inc.

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

**9.7 Assignment and Performance.** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by CONSULTANT, except with the prior approval of the Town Manager, which shall be in his sole and absolute discretion. In addition, CONSULTANT shall not subcontract any portion of the work required

by this Agreement, except with the prior approval of the Town Manager, which shall be in his sole and absolute discretion. A list of all such subcontractors shall be included in the Proposal. If additional subcontractors are to be used during the term of this Agreement, other than those submitted in the Proposal, a list of such subcontractors shall be provided to the Town Manager, subject to his approval.

CONSULTANT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the RFQ and to provide and perform such services to TOWN'S satisfaction for the agreed compensation. CONSULTANT shall perform its duties, obligations and services under this Agreement in a skillful and respectable manner.

- 9.8 Conflicts.** Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT'S loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against TOWN in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONSULTANT agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of TOWN in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONSULTANT or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONSULTANT is permitted to utilize subcontractors to perform any services required by this Agreement, CONSULTANT agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

- 9.9 Contingency Fee.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, TOWN shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- 9.10 Materiality and Waiver of Breach.** TOWN and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. TOWN'S

failure 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.

- 9.11 Compliance with Laws.** CONSULTANT shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
- 9.12 Severance.** In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless TOWN or CONSULTANT elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
- 9.13 Joint Preparation.** The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 9.14 Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 10 of this Agreement shall prevail and be given effect.
- 9.15 Applicable Law and Venue; Arbitration, Attorney's Fees and Costs.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Miami-Dade County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material contract term. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, each party shall pay its own attorney's fees and costs. In the event a claim or dispute shall arise between the Parties relating to any term or provision of this Agreement, such claim or dispute shall be settled by binding arbitration in the State of Florida. The Parties shall have thirty (30) days from the date a claim or dispute arises between them to attempt to resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding arbitration in Miami-Dade County. The arbitrator may not alter the contract terms or award any remedy not provided for in this Agreement. The award will be based on the greater weight of the evidence and will state findings of fact and the contractual authority on which it is based. If the parties

agree to use discovery, it will be in accordance with the Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the Parties. Each Party to any arbitration will pay its own fees, costs and expenses, including attorney's fees, and will equally split the arbitrators' fees and administrative fees of arbitration. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorney's fees. Any such arbitration shall be conducted by an arbitrator experienced in municipal law and shall include a written record of the arbitration hearing, cost to be split by the parties.

- 9.16 Amendments.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.
- 9.17 Prior Agreements.** This Agreement and its attachments constitute the entire agreement between CONSULTANT and TOWN, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein 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 hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing in accordance with Section 9.16 above.
- 9.18 Drug-Free Workplace.** CONSULTANT shall maintain a drug-free workplace.
- 9.19 Incorporation by Reference.** The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated hereto and made a part of this Agreement.
- 9.20 Multiple Originals.** This Agreement may be fully executed in two (2) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- 9.21 Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 9.22 Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 9.23 Public Records.** CONSULTANT shall comply with the public records laws as follows:

A. Keep and maintain public records that ordinarily and necessarily would be required by the TOWN in order to perform the service.

B. Provide the public with access to public records on the same terms and conditions that the TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

D. Meet all requirements for retaining public records and transfer, at no cost, to the TOWN all public records in possession of the CONSULTANT upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the TOWN in a format that is compatible with the information technology systems of the TOWN.

If the CONSULTANT does not comply with a public records request, the TOWN shall enforce the contract provisions in accordance with this Agreement.

**9.24 Survival of Provisions.** Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.

**9.25 Truth-in-Negotiation Certificate.** Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the TOWN determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within one year following the end of this Agreement.

**9.26 Non-Appropriation of Funds.** In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the TOWN, upon written notice to CONSULTANT of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the TOWN.

**9.27 Representative Designated for Each Party.** The TOWN designates the Town Manager or designee as the person to whom all communications pertaining to the day-to-day operations of this Agreement shall be addressed. CONSULTANT shall inform the TOWN representative in writing of the representative of CONSULTANT to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.

## **9.28 Default.**

**9.28.1** An event of default shall mean a breach of this Agreement by the CONSULTANT. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

- A. CONSULTANT has not performed services on a timely basis;
- B. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled Staff personnel;
- C. CONSULTANT has become insolvent or has assigned the proceeds received for the benefit of the CONSULTANT's creditors, or the CONSULTANT has taken advantage of any insolvency statute or debtor/creditor law or if the CONSULTANT's affairs have been put in the hands of a receiver;
- D. CONSULTANT has failed to obtain the approval of the TOWN where required by this Agreement;
- E. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

**9.28.2** In the event CONSULTANT fails to comply with the provisions of this Agreement, the TOWN may declare the CONSULTANT in default, notify the CONSULTANT in writing, and give the CONSULTANT a reasonable time to cure the default. In no event shall the time period for curing the defect exceed fifteen (15) business days unless otherwise agreed to by the parties. If the CONSULTANT fails to cure the default, compensation will only be for any completed professional services. In the event payment has been made for such professional services not completed, the CONSULTANT shall return these sums to the TOWN within ten (10) days after notice that these sums are due. Nothing in this Section shall limit the TOWN's right to terminate, at any time, pursuant to this Agreement.

**9.28.3** In an Event of Default, the CONSULTANT shall be liable for all damages resulting from the default, including but not limited to:

- A. lost funding, and
- B. the difference between the cost associated with procuring services and the amount actually expended by the TOWN, including procurement and administrative costs.

- C. The TOWN may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the TOWN. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The TOWN's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the TOWN in law or in equity.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**AGREEMENT BETWEEN THE TOWN OF SURFSIDE AND \_\_\_\_\_ FOR PROFESSIONAL GENERAL ENGINEERING SERVICES**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Town of Surfside through its Town Commission, signing by and through its Mayor, authorized to execute same by Commission action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_; and \_\_\_\_\_ authorized to execute same, through its \_\_\_\_\_.

**TOWN OF SURFSIDE, through its Town Commission**

ATTEST:

By: \_\_\_\_\_  
Daniel Dietch, Mayor

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

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

By: \_\_\_\_\_  
Michael P. Crotty, Town Manager

Approved as to form and legality for the use of and reliance by the Town of Surfside only:

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

**(TOWN SEAL)**

By: \_\_\_\_\_  
Linda Miller, Town Attorney

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

WITNESSES:

**CONSULTANT, \_\_\_\_\_**

\_\_\_\_\_

By: \_\_\_\_\_  
TITLE

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

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

\_\_\_\_\_

**(CORPORATE SEAL)**

\_\_\_\_\_  
Print Name





## REQUEST FOR QUALIFICATIONS (RFQ)

### PROFESSIONAL GENERAL ENGINEERING SERVICES

The Town of Surfside (Town), Miami-Dade County, Florida, hereby gives notice that it is seeking qualifications for professional general engineering services to the Town on a continuing and/or consulting contract basis. Selection of the firm(s) or individual(s) will be made in accordance with Fla. Stat. §287.055-Consultants' Competitive Negotiations Act.

Submittals shall be accepted until **10:00 a.m. on April 4<sup>th</sup> 2014**. A total of six (6) copies (one (1) of the six (6) copies shall be an electronic copy) of the submittal must be submitted and clearly marked on the front of the envelope:

"SEALED QUALIFICATIONS"

RFQ # 14- PROFESSIONAL ENGINEERING SERVICES

OPENING DATE AND TIME: April 4, 2014, 10:15 A.M.

RFQ # 2014-02

Sealed submittals will be received by the Town Clerk until **10:00 a.m. April 4, 2014, at Town of Surfside, Town Hall located at 9293 Harding Avenue, Surfside, Florida, 33154**. Submittals received after this time will not be accepted. Submittals will be opened publicly at this time.

**A mandatory pre-submittal conference will be held in the Commission Chambers of the Town of Surfside, 9293 Harding Avenue, Surfside, FL 33154 at 10:00 a.m. on March 14, 2014.**

**Only those firms with representatives in the room at 10:00 a.m. will be allowed to submit a Response on April 4, 2014.**

**Deadline to submit requests for clarification will be 10:00 a.m., March 28, 2014.**

Proposers are responsible for making certain that their submittal is received at the location specified by the due date and time. The Town of Surfside is not responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence or condition.

RFQ packages may be obtained from the Office of the Town Clerk, Town of Surfside, 9293 Harding Avenue, Surfside, Florida 33154, at no cost, and are also available on line at [www.townofsurfsidefl.gov](http://www.townofsurfsidefl.gov).

The Town reserves the right to reject any or all submittals, with or without cause, and to waive technical errors and informalities, and to accept the submittal which best serves the interest of the Town.

Sandra Novoa, CMC, Town Clerk  
Town of Surfside

**Town of Surfside, Florida  
Request for Qualifications No. 14-**

**PROFESSIONAL GENERAL ENGINEERING SERVICES**

The Town of Surfside (Town) is accepting Submittals from qualified and properly licensed firms or individuals (all respondents shall hereinafter be referred to as “consultants” and/or “firms”) interested in providing professional general engineering services. The Town is soliciting professional engineering services for civil engineering related work which may include, but not limited to, the following tasks: Survey; Geotechnical; Structural; Environmental; Traffic; Landscape Architecture; Construction Management; Construction Inspection; Construction Testing; Electrical; Hurricane Recovery and Debris Monitoring Services; General Design Work; Preparation of Complete Construction Contract Plans and Special Provisions for the Assigned Projects; Public Involvement; Post Design Services (shop drawing review, responses to Request for Information and services during construction); and Bid Administration (selection and letting).

**SUBMITTAL REQUIREMENTS:**

1. **SELECTION PROCESS:** Selection of the firm or individual will be made in accordance with Fla. Stat. §287.055 –Consultants’ Competitive Negotiations Act.
2. **ELIGIBILITY:** In addition to the other requirements stated in this document, to be eligible to respond to this RFQ, the consultants must have successfully provided within the past five years services similar to those outlined in the Scope of Work (included herein) of this RFQ. Each consultant shall meet all legal, technical, and professional requirements for providing the requested services. The consultants shall furnish such additional information as the Town may reasonably require. This includes information that indicates financial resources as well as the ability to provide and maintain the requested services. The consultants shall have no record of judgments, pending lawsuits against the Town or criminal activities involving moral turpitude.
3. **SUBMITTAL:** Submittals must be received by the Town Clerk’s Office at the date and time stated in the Notice to Consultants at the Surfside Commission Chambers, 9293 Harding Avenue, Surfside, FL 33154. A total of ten (10) copies of the submittal must be submitted at the date and time stated in the Notice to Consultants at the Surfside Commission Chambers, 9293 Harding Avenue, Surfside, FL 33154.
4. **SUBMITTAL REQUIREMENTS:** All submittals shall contain no more than ten (10) pages and a total of six (6) copies shall be submitted, with one (1) marked “Original” containing all original documents of the required response to the Request for Qualifications (RFQ) and one (1) electronic copy (in PDF format) on electronic media (CD-R/flash drive). The submittal should include as a minimum guideline at least the following:
  - a. Name, address and company, including but not limited to, a business overview, financial state of the business, annual revenue for the past two years, and names and addresses of persons having financial interest in the firm.
  - b. Details of your qualifications and capabilities to provide services under this solicitation.
  - c. Composition and experience of the project team that will be assigned under this solicitation. Resumes of key personnel should be included. Location of the project team members should be clearly identified.

- d. The number of all projects (including government projects) completed or in process for the past 5 (five) years, and a synopsis of those projects most relevant to the services sought in herein. Include a list of client references with contact names and telephone numbers.
- e. Disclosure of any potential conflict of interest that your firm may have due to other clients, contracts or property interests in the Town's projects under this solicitation.
- f. A current GSA SF 254 and 255 should be furnished, i.e. firm's capabilities, adequacy of personnel, past performance record and experience. *(Note: These forms will NOT be counted as part of the 10 page maximum.)*
- g. Sworn statement pursuant to Fla. Stat. §287.133(3)(A), Public Entity Crime, a copy of which is attached hereto. *(Note: These forms will NOT be counted as part of the 10 page maximum.)*
- h. Non-Collusive Affidavit, a copy of which is attached hereto. *(Note: These forms will NOT be counted as part of the 10 page maximum.)*
- i. Evidence of recent, current and projected person-hour workload should be provided for the proposed project team members. The candidate firm must have at least one (1) registered professional engineer under Fla. Stat. Chapter 471, as principal officer or partner of the firm. The candidate firm must comply with Fla. Stat. Chapter 471.
- j. Proof of authorization to transact business in Florida from the Florida Secretary of State, from the prime as well as supporting firms.

*The attached Scope of Service provides more detail as to actual tasks involved within the scope of this submittal. Failure to satisfy the requirements contained herein may result in the submittal being deemed non-responsive.*

5. **PUBLIC ENTITY CRIMES STATEMENT:** All submittals must be accompanied by an executed form PUR 7068, SWORN STATEMENT PURSUANT TO FLA. STAT. §287.133, ON PUBLIC ENTITY CRIMES. (Copy enclosed)
6. **DRUG-FREE WORKPLACE:** In accordance with Fla. Stat. §287.087, preference will be given to businesses with drug-free workplace programs; whenever bids are similar in all other respects, award will be made to the entity having a Drug-Free Workplace Program if a Drug-Free Workplace Certification is submitted with the response.

### **TERMS AND CONDITIONS:**

1. **STATUTORY REQUIREMENTS:** Selection of the consultant will be made in accordance with the Fla. Stat. §287.055, "Consultants' Competitive Negotiation Act". Pursuant to Fla. Stat. Chapter 119, Public Records Law, §119.071, Inspection and examination of records; exemptions (b): "Sealed bids or proposals received by an agency pursuant to invitations to bid or request for proposals are exempt from Fla. Stat. §119.07(1) and Fla. Const. §24(a), Art. 1 until such time as the agency provides notice of the decision or intended decision pursuant to Fla. Stat. §120.57(3)(a) or within 10 days after bid or proposal opening, whichever is earlier."
2. **RESERVATION OF RIGHTS:** While pursuing this RFQ process, the Town reserves the right to:
  - accept any or all responses, and the right, in its sole discretion, to accept the consultants it considers most favorable to the Town's interests;

- reject any and all qualifications and to seek new qualifications when such a procedure is reasonably in the best interest of the Town at any time during the process;
- investigate the financial capability, integrity, experience, and quality of performance of each consultant, including officers, principals, senior management, and supervisors, as well as staff identified in the response to RFQ;
- investigate the consultants' qualifications or any of its agents, as it deems appropriate;
- conduct personal interviews of any or all prospective consultants prior to selection (the Town shall not be liable for any costs incurred by the consultant in connection with such interviews); and
- waive any of the conditions or criteria set forth in this RFQ.

3. **PROOF OF INSURANCE:** The consultant shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts not less than those specified below as satisfactory to the Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the consultant's insurance and shall not contribute to the consultant's insurance. The insurance coverage shall include at a minimum the following amounts set forth in this Section 16:

- a. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of consultant. The General Aggregate Liability limit (including Products/Completed Operations) shall be in the amount of \$2,000,000.
- b. Workers' Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000 each accident. No employee, subcontractor or agent of the consultant shall be allowed to provide work pursuant to this Agreement who is not covered by Workers' Compensation insurance.
- c. Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- d. Builder's Risk property insurance upon the entire work to the full replacement cost value thereof. This insurance shall include the interest of the Town and the consultant and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, Vandalism and Malicious Mischief, Windstorm and Flood.

The consultant acknowledges that it shall bear the full risk of loss for any portion of the work damaged, destroyed, lost or stolen until final completion has been achieved for a

Project, and all such work shall be fully restored by the consultant, at its sole cost and expense, in accordance with the Agreement Documents.

**Certificate of Insurance.** On or before the Effective Date of this Agreement and prior to commencing of any work, Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured. Each certificate shall include no less than a (30) thirty-day advance written notice to the Town prior to cancellation, termination, or material alteration of said policies or insurance. The consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Acceptance of the Certificate(s) is subject to approval of the Town.

**Additional Insured.** The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from work performed by or on behalf of the consultant in performance of this Agreement. The consultant's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the consultant's insurance. The consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

**Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The consultant shall be responsible for the payment of any deductible or self-insured retention in the event of any claim.

The provisions of this section shall survive termination of this Agreement.

4. **COMPLIANCE WITH LAWS:** The consultant shall be licensed and certified by all appropriate federal, state, county and local agencies. Prior to the commencement of the work and at all times during the Term of this Agreement, the consultant shall procure and maintain, at its sole cost and expense, and provide copies to the Town, all required licenses and certifications for the performance of the work and the operations set forth in this Agreement.

The consultant shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, age, marital status, national origin, physical or mental disability in the performance of the work under this Agreement. The consultant shall comply with all equal employment opportunity requirements and any and all applicable requirements established by state and federal law.

5. **PUBLIC RECORDS:** Upon award, recommendation or ten (10) days after RFQ submittal opening, whichever is earlier, any material submitted in response to this RFQ will become a "public record" and shall be subject to public disclosure consistent with Fla. Stat. Chapter 119 (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the RFQ by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The Town reserves the right to make all final determination(s) of

the applicability of the Florida Public Records Law.

6. **CONFLICT OF INTEREST:** The consultant agrees to adhere to and be governed by the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance Section 2-11.1, as amended; and by Town of Surfside Ordinance No.07-1474, which are incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder. The consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirectly that should conflict in any manner or degree with the performance of the services.
7. **INDEPENDENT CONTRACTOR:** The consultant is an Independent Contractor under this Agreement. Personnel provided by the consultant shall be employees of the consultant and subject to supervision by the consultant, and not as officers, employees, or agents of the Town. Personnel policies, tax responsibilities, social security, health insurance, worker's compensation insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the work rendered under this Agreement shall be those of the consultant.
8. **TERMINATION OF AGREEMENT**

**Termination.** The Town has the right to terminate this Agreement for convenience and for any reason or no reason, in whole or in part, upon thirty (30) days written notice to consultant. Upon termination of this Agreement, and final payment of any undisputed outstanding amounts due for the work rendered by the consultant prior to and through the date of the notice of termination, copies of all records, charts, sketches, studies, plans, drawings, and other documents related to the work performed under this Agreement, whether finished or not, shall be turned over to the Town within ten (10) days.

**Termination for Default.** If the consultant fails to timely begin the work, or fails to perform the work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the work according to the work order and this Agreement, or shall perform the work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the work pursuant to the accepted schedule, or if the consultant shall fail to perform any material term set forth in the Agreement Documents/Work Order, or if the consultant shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the work in an acceptable manner, the Town may, upon seven (7) days written notice of termination, terminate the work of the consultant, exclude the consultant from the Project sites, provide for alternate prosecution of the work, appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable, and may perform the work by whatever methods it may deem expedient. In such case, the consultant shall not be entitled to receive any further payment. All damages, costs and charges incurred by the Town, together with the costs of completing the work, shall be deducted from any monies due or which may become due to the consultant. In case the damages and expenses so incurred by the Town shall exceed monies due to the consultant from the Town, consultant shall be liable and shall pay to the Town the amount of said excess promptly upon demand therefore by the Town. In the event it is adjudicated that the Town was not entitled to terminate the Agreement as described hereunder for default, the Agreement shall automatically be deemed terminated by the Town for convenience as described below.

**Payment after Termination.** Provided that the consultant has performed in accordance with the terms of this Agreement as of the date of termination pursuant to the provision provided for herein, the consultant shall receive all payments due to the consultant for work rendered and accepted prior to and up to the date of termination.

9. **ASSIGNMENT; AMENDMENTS:** This Agreement or the work shall not be assigned, sold, transferred or otherwise encumbered, under any circumstances, in whole or in part, by the consultant, without the prior written consent of the Town, in its sole and absolute discretion.

No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement by both parties.

10. **CONSENT TO JURISDICTION:** The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of and/or relating to this Agreement. Venue of any action to enforce this Agreement shall be proper exclusively in Miami-Dade County, Florida.

11. **GOVERNING LAW:** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

12. **NO WAIVER OF BREACH:** The failure of a party to insist on strict performance of any provision of this Agreement shall not be construed to constitute a waiver of a breach of any other provision or of a subsequent breach of the same provision.

13. **STANDARD OF CARE:** Consultant shall exercise the same degree of care, skill, and diligence in the performance of the work as is ordinarily provided by a professional under similar circumstances and consultant shall, at no additional cost to the Town, re-perform services which fail to satisfy the foregoing standard of care.

14. **INDEMNIFICATION:** The consultant shall at all times indemnify and hold harmless and, at the Town Attorney's option, defend or pay for an attorney selected by the Town Attorney to defend the Town of Surfside, its officers, agents, and employees from and against all causes of action, demands, claims, losses, liabilities, damages, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts, omissions, negligence, recklessness, wrongful conduct, acts, errors or omissions of the consultant or any subcontractors or other persons employed or utilized by the consultant in the performance of the work pursuant to this Agreement. The consultant's obligation under this paragraph shall not be limited in any way by the agreed upon cost of services/contract price, or the consultant's limit of, or lack of, sufficient insurance protection.

The indemnification obligations under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the consultant or any subcontractor or other persons employed or utilized by the consultant in the performance of this Agreement, under worker's compensation acts, disability benefit nets, or other employee benefit acts.

The consultant shall not specify or allow any subcontractor or other persons employed or utilized by the consultant in the performance of this Agreement to specify a particular design, process or product that infringes upon any patent. The consultant shall indemnify and hold the Town and its officers and employees harmless from any loss, cost or

expense, including reasonable attorney's fees and costs incurred, on account thereof if the consultant violates the requirements of this section.

**15. OTHER ISSUES**

The Town reserves the right to determine whether the consultant's responses are adequate or inadequate, complete or incomplete, and to determine what constitutes the grounds for disqualification of a consultant who may submit inadequate or incomplete responses. The Town reserves the right to determine if a submittal is unresponsive. The Town may disqualify a consultant who submits a submittal determined by the Town to be unresponsive or which contains insufficient, inadequate, or incomplete responses to be deemed unresponsive. The Town Manager shall make such determinations and will rely on the staff selection committee for input in this matter.

The Town reserves the right to request clarification of information submitted and to request additional information from consultants after the deadline for receipt of qualifications.

Any submittal may be withdrawn until the date and time set above for submission of the submittals.

Costs of preparation of a response to this RFQ are solely those of the consultant and the Town assumes no responsibility for any such costs incurred by the consultant.

The consultant understands that this RFQ does not constitute an agreement or contract with the Town.

Any consultant, who submits in its response to the Town, any information that is determined by the Town to be substantially inaccurate, misleading, exaggerated, or incorrect, may be disqualified from consideration. The Town Manager will determine if a consultant will be disqualified.

**16. EVALUATION CRITERIA**

The qualifications will be reviewed and evaluated in accordance with the following criteria:

<u>Criteria</u>	<u>Points</u>
Ability of Professional Personnel	25
Past Performance and Experience – Firm	25
Past Performance and Experience – Individual/Project Team	25
Location	10
Approach to the Project	<u>15</u>
<b>TOTAL</b>	<b>100</b>

**NOTE TO CONSULTANTS: Price will not be a factor at this stage of the process and no prices should be quoted.**



## 17. SELECTION PROCESS

- a. An evaluation committee comprised of appropriate Town staff and/or members of the community, as deemed necessary with the appropriate technical expertise and/or knowledge, shall be appointed by the Town Manager to assist in the necessary evaluation.
- b. The committee shall have a minimum of three (3) members. All meetings of the selection committee shall be conducted in a manner consistent with the Sunshine Law and all applicants shall receive notice by mail, fax, or email. A quorum shall be a majority of members except that if there are only three members all three members must be present. All members shall be free of any conflicts of interest as set forth in Fla. Stat. Chapter 112. The selection committee shall then set forth the procedure for reviewing the applicants. The selection committee shall reduce the number of firms to a short list of a minimum of five (provided at least five members responded.) In short-listing firms, the committee shall use the criteria set forth in the RFQ and attempt to select the best qualified firms for the particular project. The committee shall then hold discussion with all short-listed firms. This may be undertaken at the same meeting or a separate meeting scheduled by the committee.
- c. After discussions are held with the short-listed firms, the voting members of the selection committee may discuss the presentations and the qualifications of each firm further and shall rank the firms based upon which firms will best serve the Town based upon the factors set forth in the RFQ. The firms shall be ranked in order of preference. The ranking shall be reported to the Town Commission who shall make the final decision with regard to the firms that should be chosen. The Town Commission may approve the rankings as set forth by the selection committee or, re-rank the consultants based upon the criteria. Prior to re-ranking the consultants based upon the criteria set forth in the RFQ, the Town Commission must undertake a 4/5 vote to indicate that it may wish to rank the consultants in an order different from those established by the selection committee.
- d. Upon the Town Commission approving a ranking, negotiations shall be undertaken with the top three (3) ranked firms. The Town Manager or his/her designee shall undertake said negotiations. If the Town Manager or his/her designee is unable to negotiate a satisfactory contract with the first ranked firm, negotiations with that firm shall be formally terminated in a writing sent to the firm. Upon termination of said negotiations, negotiations shall then be undertaken with the second ranked firm, with this process being repeated until an agreement is reached which is then approved by the negotiator and formally approved by the Town Commission or until the short-list is exhausted in which case a new request for qualifications shall be undertaken. The Town reserves to award to more than one firm.

## 18. PROTEST PROCEDURES

**Standing** - Parties that are not actual proposers, including, but not limited to, subcontractors, material and labor suppliers, manufacturers and their representatives, shall not have standing to protest or appeal any determination made pursuant to this Section.

**Protest of Failure to qualify** - Upon notification by the Town that a proposer is deemed non-responsive and/or non-responsible, the proposer who is deemed non-responsive and/or non-responsible may file a protest with the Town Clerk by close of business on

the third Business Day after notification (excluding the day of notification) or any right to protest is forfeited. (Town Hall hours are as follows: Monday-Friday from 9:00 a.m. to 5:00 p.m.)

**Protest of Award of Agreement.** After a Notice of Intent to Award an Agreement is posted, any proposer who is aggrieved in connection with the pending award of the agreement or any element of the process leading to the award of the agreement may file a protest with the Town Clerk by close of business on the third Business Day after posting (excluding the day of posting) or any right to protest is forfeited. A Notice of Intent to Reject all Submittals is subject to the protest procedure.

**Content and Filing** - The protest shall be in writing, shall identify the name and address of the protester, and shall include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and the Protest Bond are received by the Town Clerk. The official clock at the Town Hall reception desk shall govern.

**Protest Bond** - Any consultant filing a protest shall simultaneously provide a Protest Bond to the Town in the amount of ten thousand dollars (\$10,000). If the protest is decided in the protester's favor, the entire Protest Bond shall be returned to the protester. If the protest is not decided in the protester's favor, the Protest Bond shall be forfeited to the Town. The Protest Bond shall be in the form of a cashier's check.

**Protest Committee** - The Protest Committee shall review all protests. The Town Manager shall appoint the members of the Protest Committee. The Town Attorney or designee shall serve as counsel to the Committee. The meeting of the Protest Committee shall be opened to the public and all of the actual proposers shall be notified of the date, time and place of the meeting. If the Protest Committee determines that the protest has merit, the Town Manager shall direct that all appropriate steps be taken. If the Protest Committee denies the protest, the protester may appeal to the Town Commission. All of the actual proposers shall be notified of the determination by the Protest Committee. The Protest Committee shall terminate upon the award of the contract, or such other time as determined by the Town Commission.

**Stay of Ranking in the RFQ Process** - In the event of a timely protest, the Town Manager shall stay the ranking of qualified consultants in the RFQ process unless the Town Manager determines that the award of the Agreement without delay or the continuation of the RFQ process is necessary to protect any substantial interest of the Town. The continuation of the RFQ process or award under these circumstances shall not preempt or otherwise affect the protest.

**Appeals to Town Commission** - Any actual consultant who is aggrieved by a determination of the Protest Committee may appeal the determination to the Town Commission by filing an appeal with the Town Clerk by close of business on the third Business Day after the protester has been notified (excluding the day of notification) of the determination by the Protest Committee. The appeal shall be in writing and shall include a factual summary of, and the basis for, the appeal. Filing of an appeal shall be considered complete when the appeal is received by the Town Clerk.

**Failure to File Protest** - Any actual proposer that does not formally protest or appeal in accordance with this Section shall not have standing to protest the Town Commission's award.

**19. ADDITIONAL INFORMATION**

Questions regarding this RFQ must be directed to:

**Michael Crotty**

Town Manager

Tel: (305) 993-1052

Email: [mcrotty@townofsurfsidefl.gov](mailto:mcrotty@townofsurfsidefl.gov)

Responses to this RFQ must be delivered by the date and time specified in the Notice to Engineers, and addressed to:

**Sandra Novoa, CMC**

Town Clerk

Town Clerk's Office

9293 Harding Avenue

Surfside, FL 33154

- The Town is under no obligation to return the submittals.
- The Town will not be liable for any cost incurred in the preparation of the response to RFQ.
- The submittal shall be prima facie evidence that the consultant has full knowledge of the scope, nature, quantity and quality of work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed.
- The consultants shall furnish the Town with such additional information as the Town may reasonably require.
- Under no circumstance should any prospective consultant, or anyone acting on their behalf, seek to influence or to gain the support of any member of the Town Commission or the Town Staff favorable to the interest of the prospective consultant. Likewise, contact with the Town Commission or Town Staff against the interest of other prospective consultants is prohibited. Any such activities may result in the exclusion of the prospective consultant from consideration by the Town.

**Town of Surfside, Florida  
Request for Qualifications No. 14-**

**SCOPE OF SERVICES**

**Section I. General Objectives**

The Town of Surfside is soliciting professional engineering services of an individual or firm qualified to serve as the Town's Consulting Engineer as detailed below in Sections II and III. The consultant(s) selected shall provide professional engineering services under the terms of a Continuing Contract for a three (3) year period with up to two additional consecutive one (1) year renewal clauses, subject to mutual agreement. The Town may also have other consultants perform engineering assignments or related engineering work tasks during the contract period as determined exclusively by the Town.

**Section II. Public Works Department Staff Augmentation**

The Town's Consulting Engineer shall provide continuing engineering services to augment existing staff in the Public Works Department related to the planning, design, review and/or construction of projects, which may include, but are not limited to the following services:

- Contract administration for maintenance of public rights-of-way, landscaping and irrigation systems to provide safe and aesthetically attractive public spaces for the benefit of the Town
- Contract administration for the construction, operation and maintenance of public facilities
- Contract administration and coordination of sidewalk and streetlight maintenance for all public roadways to ensure safe passage throughout Surfside
- Contract administration and assistance with local, state and federal grants for improvements to public works facilities and services within the Town
- Contract administration and oversight of the Town's solid waste management operations and regulatory compliance
- Recommend, develop and implement a capital improvement plan for the Town
- Administer the Town's NPDES/Stormwater Master Plan programs and provide associated regulatory monitoring and compliance services
- Oversee the operation and maintenance of water, wastewater and stormwater utilities and provide associated regulatory monitoring and compliance services
- Manage traffic management/improvement projects and contracts implemented by the Town
- Disaster recovery and debris monitoring oversight services
- Public Engagement
- Procurement Administration
- Attend all regular monthly meetings of the Town Commission
- Attend other public meetings as-requested by the Town Manager or his designee
- Perform related services as-requested by the Town Manager or his designee
- Prepare proposal, specifications, plans, contract documents and overall assistance and coordination of Design Build Services

**Section III. Consulting Engineering Services**

The below description of services the Consultant may be called upon to perform is not all-inclusive and is given as a guide for submittal preparation. The Town and its selected

engineering consultant(s) on a project-by-project basis will prepare detailed scopes of work for specific projects. Services required for projects may be provided by other consultants, at the discretion of the Town. The Town may also have other consultants perform engineering assignments or related engineering work tasks during the contract period. The Town's Consulting Engineer may be required to review the work of other Professional Engineers. The scope of services shall include, but are not necessarily limited to the following disciplines:

- Mechanical, Electrical, Plumbing Engineering
- Landscape Architecture
- Environmental Engineering
- Traffic Engineering
- Construction/Project Management
- Engineering Code Development
- Plan and Development Review
- Civil Engineering
- Geotechnical Engineering
- Value Engineering
- Sampling and Testing Services
- Inspection Services
- Engineering Studies
- Cost Estimating
- Oversight, coordination, and preparation of Design Build Services

**The Town does not guarantee that any or all of the services identified in this Request for Qualifications ("RFQ") will be assigned to the selected consultant(s) during the term of their agreements.**

## DRUG-FREE WORKPLACE CERTIFICATION

**IDENTICAL TIE BIDS/SUBMITTALS** - In accordance with Fla. Stat. §287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Fla. Stat. Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

---

**VENDOR'S SIGNATURE**

**SWORN STATEMENT PURSUANT TO FLA. STAT. §287.133(3)(a)  
ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to: \_\_\_\_\_  
By: \_\_\_\_\_  
For: \_\_\_\_\_  
whose business address is: \_\_\_\_\_

and (if applicable,) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_  
(IF the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Fla. Stat. §287.133(l)(g), means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Fla. Stat. §287.133(l)(b), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Fla. Stat. §287.133(l)(a), means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Fla. Stat. §287.133(l)(e), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term

"person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which one (1) of the following three (3) statements is applicable.)

\_\_\_\_ (1) Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

\_\_\_\_ (2) The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

\_\_\_\_ (3) The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN FLA. STAT. §287.017 FOR THE CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
SIGNATURE OF AFFIANT

\_\_\_\_\_  
(Printed or Typed Legal Name of Affiant)

State of \_\_\_\_\_ County of \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by \_\_\_\_\_

\_\_\_\_\_  
Notary's Name Printed, Stamped or Typed

Notary Seal:

Personally Known: \_\_\_\_\_ or Produced Identification \_\_\_\_\_

Identification Produced \_\_\_\_\_



NON-COLLUSIVE AFFIDAVIT

State of \_\_\_\_\_)

County of \_\_\_\_\_)

\_\_\_\_\_ being first duly sworn, deposes and says that:

- (1) He/she is the (Owner, Partner, Officer, Representative or Agent) of the Bidder that has submitted the attached Bid/Submittal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid/Submittal and of all pertinent circumstances respecting such Bid/Submittal;
- (3) Such Bid/Submittal is genuine and is not a collusive or sham Bid Bid/Submittal;
- (4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the work for which the attached Bid/Submittal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid/Submittal or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid/Submittal price or the Bid/Submittal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Town of Surfside, Florida, or any person interested in the proposed work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this Affiant.

\_\_\_\_\_  
SIGNATURE OF AFFIANT (Printed or Typed Legal Name of Affiant)

State of \_\_\_\_\_ County of \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by

\_\_\_\_\_.

\_\_\_\_\_  
Notary's Name Printed, Stamped or Typed Notary Seal:

Personally Known: \_\_\_\_\_ or Produced Identification \_\_\_\_\_

Identification Produced \_\_\_\_\_

## Exhibit "B"

### CONSULTANT'S SCOPE

#### Scope of Professional Services – Monthly Lump Sum Fee of \$6,955.67

- Monthly Meeting
  - Attendance at One (1) Monthly Commission Meeting
  - Inclusive of required presentation preparation for monthly services listed below
- Monthly reporting
  - Sewage Transmission and Disposal Duties
    - Documentation/Reporting Required by Consent Decree
    - Documentation/Reporting Required by Consent Agreement
    - NAPOT Report Review
    - Analysis and Graphing of Sewage Flow vs Rainfall
    - Inflow Infiltration Analysis
    - Billing Review
  - Water Distribution and Consumption Duties
    - Analysis of Water vs Sewage
    - Billing Review
    - Lead and Cooper Reporting
- Project Feasibility/Analysis
  - Participate in Discussions Regarding Potential Projects
  - Provide Input/Cost Analysis for Potential Projects
  - Present to Commission on Potential Projects and Estimated Costs/Benefits
- The monthly lump sum excludes planning, modeling and design services, all field surveying services, geotechnical and materials testing services, structural, sampling, field inspections, architectural, mechanical, electrical engineering.
- Turn-key, Project Management or design services can be performed in one of the three following formats:
  - Utilizing the percentage of construction cost fees as shown in Exhibit "C".
  - Negotiated Not to Exceed Amount - Approved in writing by Town prior to commencement
  - Utilizing the hourly rates as shown in Exhibit "C"

**Exhibit "C"**

**CONSULTANT'S COMPENSATION SCHEDULE**

1. Monthly Lump Sum Fee for the Scope of Services Outlined in Exhibit "B"- \$6,955.67
  - a. Monthly fee will be invoiced once per month on the last day of the month
2. Projects completed based on negotiated and approved by Town in writing prior to commencement  
Not to Exceed Total Value Projects.
3. Projects completed at established hourly rates per table C.1 below.
4. Capital Improvement Projects, Project Management, Design Services per table C.2 below for projects without extenuating circumstances/increased scope/increased difficulty.

Table C.1



Calvin, Giordano & Associates, Inc.  
EXCEPTIONAL SOLUTIONS

**PROFESSIONAL FEE SCHEDULE**

Building Code Services  
Coastal Engineering  
Code Enforcement  
Construction Engineering & Inspection  
Construction Services  
Contract Government  
Data Technologies & Development  
Emergency Management Services  
Engineering  
Governmental Services  
Indoor Air Quality  
Landscape Architecture & Environmental Services  
Municipal Engineering, Planning, Administration  
Redevelopment & Urban Design  
Renewable Energy  
Resort Development  
Surveying & Mapping  
Transportation Planning & Traffic Engineering  
Utility & Communications Maintenance Services  
Water Resources Management

1600 Lido Drive, Suite 1000  
Fort Lauderdale, FL 33316  
Phone: 954-941-7764  
Fax: 954-923-1800

Principal	215.00	<b>LANDSCAPE ARCHITECT</b>	
Contract Administrator	190.00	Associate, Landscape Architect	165.00
Project Administrator	165.00	Senior Landscape Architect	130.00
Executive Assistant/ Clerical	75.00	Environmental Administrator	125.00
		Landscape Architect	115.00
<b>ENGINEERING</b>		Environmental Specialist	105.00
Associate, Engineering (VI)	190.00	Landscape CADD Technician	95.00
Director, Engineering (V)	165.00	Environmental Assistant	85.00
Project Manager (IV)	145.00	Landscape Inspector/Arborist	105.00
Project Engineer (III)	125.00	Landscape Designer	115.00
Engineer (II)	105.00	Landscape Site Plan Reviewer	130.00
Jr. Engineer (I)	100.00		
Engineer Technician	105.00	<b>SURVEYING</b>	
Senior CADD Tech Manager	115.00	Associate, Surveying	165.00
CADD Technician	95.00	Senior Registered Surveyor	145.00
Traffic Engineer (II)	125.00	Survey Crew	135.00
Traffic Engineer (I)	100.00	Registered Surveyor	130.00
Permit Technician	90.00	Survey Coordinator	105.00
Permit Administrator	90.00	CADD Technician	95.00
		3D Laser Scanner	355.00
<b>DATA TECH DEVELOPMENT</b>		Hydrographic Survey Crew	330.00
Associate, Data Tech Dev.	165.00	G.P.S. Survey Crew	155.00
GIS Coordinator	145.00	Sub-meter G.P.S.	75.00
GIS Specialist	125.00	Soft Dig (per hole)	480.00
Multi-Media 3D Developer	115.00	Utility Locates (per hour)	205.00
GIS Technician	100.00		
Sr. Applications Developer	165.00	<b>INDOOR AIR QUALITY SERVICES</b>	
Applications Developer	135.00	Sr. Environmental Scientist	115.00
Network Administrator	155.00	Environmental Scientist	100.00
System Support Specialist	115.00		
IT Support Specialist	85.00	<b>CONSTRUCTION</b>	
		Associate, Construction	165.00
<b>GOVERNMENTAL SERVICES</b>		Construction Management Director	135.00
Associate, VP	190.00	Construction Manager	125.00
Director of Code Enforcement	145.00	Senior Inspector	100.00
Director of Building Code	145.00	Inspector	90.00
Project Manager	145.00	Construction Coordinator	90.00
Grants Administrator	125.00		
Code Enforcement Field Supervisor	110.00	<b>EMERGENCY MANAGEMENT</b>	
Code Enforcement Field Inspector	90.00	Director	145.00
Building Official	115.00	Planner	105.00
Building Plans Reviewer	90.00	Assistant Planner	90.00
Building Inspector	90.00		
Permit Processor	75.00	<b>PLANNING</b>	
		Associate, Planning	175.00
<b>REDEVELOPMENT &amp; URBAN DESIGN</b>		Director of Planning	145.00
Revitalization Project Director/Manager	165.00	Planning Administrator	135.00
Revitalization Coordinator	130.00	Assistant Director	125.00
Alternative Funding/Technician	100.00	Senior Planner	125.00
Commercial Zoning Administrator	130.00	Assistant Planner	90.00
Redevelopment Planner	105.00		
Specialist/Downtown Manager	100.00	<b>EXPERT WITNESS</b>	
Municipal Administrator	165.00	Principal/Associate	330.00
Municipal Assistant Administrator	130.00	Registered Engineer/Surveyor	280.00
Municipal Department/Division Head	105.00	Project Engineer	230.00

*In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.*

**Table C.2\***

<b>Construction Cost</b>	<b>\$0- \$50,000</b>	<b>\$50,001- \$100,000</b>	<b>\$100,001- \$300,000</b>	<b>\$300,001- \$500,000</b>	<b>\$500,001- \$1,000,000</b>	<b>\$1,000,001- \$5,000,000</b>	<b>\$5,000,001- \$10,000,000</b>
<b>Engineering Percentage</b>	20.00%	17.50%	15.00%	12.50%	10.00%	7.50%	6.00%
<b>Engineering Fees</b>	\$10,000	\$17,500	\$45,000	\$62,500	\$100,000	\$375,000	\$600,000
<b>Permitting Percentage</b>	5.00%	3.50%	3.00%	2.50%	2.10%	1.25%	1.00%
<b>Permitting Fees</b>	\$2,500	\$3,500	\$9,000	\$12,500	\$21,000	\$62,500	\$100,000
<b>Con Admin Percentage</b>	10.00%	8.00%	8.00%	7.50%	7.00%	6.75%	6.50%
<b>Con Admin Fees</b>	\$5,000	\$8,000	\$24,000	\$37,500	\$70,000	\$337,500	\$650,000
<b>Total Fees</b>	<b>\$17,500</b>	<b>\$29,000</b>	<b>\$78,000</b>	<b>\$112,500</b>	<b>\$191,000</b>	<b>\$775,000</b>	<b>\$1,350,000</b>
<b>Total Percentages</b>	35.00%	29.00%	26.00%	22.50%	19.10%	15.50%	13.50%

\*Consultant services such as geotechnical, architectural, survey, mapping, laboratory testing, sampling, structural, biological, landscape architecture, special electrical engineering and other sub-consultant costs are not included in the rates listed above and will be billed at actual cost plus 5% administration.



## Town of Surfside Commission Communication

**Agenda Item #** 5E

**Agenda Date:** September 9, 2014

**Subject:** FY 13/14 Proposed Budget Amendment Resolution

**Background:** The State of Florida, the Charter of the Town of Surfside, and sound financial management practices, require monitoring of the Town's budgetary condition. Budget requirements include maintaining a balanced budget and a prohibition against entering into encumbrances for which there is not sufficient appropriation.

The Town Commission monitors the budget to actual summary at the fund level monthly on each agenda. The Town Manager is authorized by the Charter to make adjustments within funds so long as the appropriation for each fund is not exceeded. The purpose of this budget amendment is for the Town Commission to amend the FY 13/14 Budget or to recognize changes in revenues and expenditures that differ from the adopted budget.

The attached documents represent the amendments which are proposed to ensure compliance with State law, Town Charter and sound financial management practices.

**Analysis:** Staff has revisited and scrutinized all FY 13/14 approved revenues and expenditures. A summary discussion, on a fund by fund basis, follows:

### **GENERAL FUND (Attachment A)**

The amendment to the General Fund projects revenue increases of \$265,369 and unassigned reserves in the amount of \$593,273 are being reallocated to fund ongoing operating expenditures and additional budgetary needs. The use of General Fund reserves is primarily due to a transfer to the Capital Projects Fund for Town Hall Improvements for a new roof (\$65,000) and chiller system (\$400,000), charter review/election/ballot costs and legal fees related to the Comprehensive Plan challenge administrative hearing in the Town Attorney department (\$60,000), the sand project costs (\$64,000), and General Fund expenditures for other items. These expenditures are projected to be in excess of the originally budgeted amounts and the adjustments are detailed within the justification column of Attachment A.

### **CAPITAL PROJECTS FUND (Attachment B)**

The Capital Projects Fund has a projected increase in revenues primarily from a General Fund transfer in for Town Hall improvements (\$465,000) and developer contributions of \$685,000 for carryover projects from FY 12/13 to FY 13/14: 95<sup>th</sup> Street project (\$325,000), Harding Avenue Streetscape project (\$54,424) and Wayfarer Signs (\$25,000); additional tennis center renovations (\$50,000); and the Parks & Recreation five-year capital plan reserves (\$225,000).

### **RESORT FUND (Attachment B)**

The Resort Fund budget amendment uses reserves of \$5,712 to provide funding for salary adjustments based on the new compensation plan.

### **POLICE FORFEITURE FUND (Attachment B)**

The Police Forfeiture Fund is being amended for an increase in revenues from confiscations and expenditures for software licenses, the CLEAR system and rifles not originally budgeted.

### **MUNICIPAL TRANSPORTATION FUND (Attachment B)**

Municipal Transportation Fund revenues increased from the receipt in FY 13/14 of FDOT reimbursements of \$227,164 for prior years' projects. Reserves of \$58,248 are allocated to fund the costs of stamped crosswalks, an additional bus shelter, sidewalk sealing and parking improvements not originally budgeted.

### **WATER AND SEWER FUND (Attachment C)**

The Water and Sewer Fund is being amended mid-year for projected capital project expenditures of \$68,757 in FY 13/14. The mid-year amendment also adjusts operating expenditures in excess of originally budgeted amounts of \$15,365.

### **MUNICIPAL PARKING FUND (Attachment C)**

Parking permit fee revenue increased \$16,800 in FY 13/14 and contributions to the parking trust were \$21,315. This fund will use reserves of \$14,091 for additional expenditures not originally budgeted.

### **STORMWATER FUND (Attachment C)**

Reserves of \$268,662 are appropriated to fund Biscaya Island Drive drainage improvements (\$232,000) and capital project expenditures of \$36,662 not originally budgeted in FY 13/14.

### **SOLID WASTE FUND (Attachment C)**

This fund had additional revenues of \$18,000 from an increase in late fees/penalties and container sales. Additional expenditures of \$60,503 for salary adjustments based on the new compensation plan and merit pay (\$53,253) and other operating expenditures (\$7,250) are funded from reserves.

**Budget Impact:** Adoption of this resolution will amend the original budget for estimated revenues and expenditures in the General Fund, Capital Projects Fund, Resort Tax Fund, Municipal Transportation Fund, Police Forfeiture Fund, Water and Sewer Fund, Stormwater Fund, Municipal Parking Fund, and Solid Waste Fund and affect their respective fund balance (reserves) as shown in Attachments A, B and C.

**Staff Impact:** No layoffs, furloughs, or position reductions are required to re-balance the budget and meet the Town's fiduciary responsibilities.

**Recommendation:** It is recommended that the Surfside Town Commission adopt the proposed FY 13/14 amendment to the General Fund, Capital Projects Fund, Resort Tax Fund, Municipal Transportation Fund, Police Forfeiture Fund, Water & Sewer Fund, Municipal Parking Fund, Stormwater Fund, and Solid Waste Fund per budget amendment resolution attachment D.



Finance Director



Town Manager



Budget Officer



**RESOLUTION NO. 14 - \_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING THE ANNUAL BUDGET RESOLUTION ADOPTED FOR FISCAL YEAR OCTOBER 1, 2013 TO SEPTEMBER 30, 2014; FOR THE PURPOSE OF AMENDING THE ANNUAL BUDGET IN THE GENERAL FUND, CAPITAL PROJECT FUND, RESORT TAX FUND, TRANSPORTATION FUND, POLICE FORFEITURE FUND, WATER & SEWER FUND, STORMWATER FUND, PARKING FUND, AND SOLID WASTE FUND; AND OTHER ADJUSTMENTS TO THE BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2014; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside adopted Resolution No. 13-2191 on September 26, 2013 establishing revenues and appropriations for the Town of Surfside, Florida for the fiscal year ended September 30, 2014; and

**WHEREAS**, to address amendments in the budget of expenditures and revenues, the Finance Director and Budget Officer have met with the Town Manager and Department Heads to identify modifications with no impact on service delivery; and

**WHEREAS**, an increase to the budgeted revenue estimates and expenditure estimates is required for the General Fund, the Resort Tax Fund, the Municipal Transportation Fund, the Police Forfeiture Fund, and the Parking Fund; and an increase in capital contributions, transfers in and expenditures is required for the Capital Projects Fund; an increase in expenditures is required for the Water and Sewer Fund, and the Stormwater Fund, to comply with State Statutes and the Town's commitment to sound budgeting practices, where budgeted expenses may not exceed anticipated revenues. Accordingly, this resolution proposes to amend the 2013/2014 annual budget as set forth as Attachments A, B and C, and

**WHEREAS**, it is in the best interest of the Town of Surfside to adopt the proposed FY 2013/2014 amendatory General Fund, Capital Projects Fund, Resort Tax Fund, Transportation Fund, Police Forfeiture Fund, Water & Sewer Fund, Stormwater Fund, Parking Fund, and Solid Waste Fund budget resolution as submitted.

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

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

**Section 2. Authorization.** The Town Commission hereby approves and authorizes the proposed budget 2013/14 amendments.

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

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

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2014.

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

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

**FINAL VOTE ON ADOPTION**

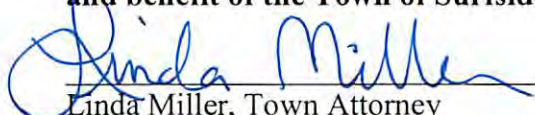
Commissioner Barry R. Cohen \_\_\_\_\_  
Commissioner Michael Karukin \_\_\_\_\_  
Commissioner Marta Olchyk \_\_\_\_\_  
Vice Mayor Eli Tourgeman \_\_\_\_\_  
Mayor Daniel Dietch \_\_\_\_\_

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

**ATTEST:**

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

**Approved as to form and legality for the use  
and benefit of the Town of Surfside only:**

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

**TOWN OF SURFSIDE  
BUDGET TRANSFER/AMENDMENT REQUEST**

Fiscal Year:

2013/2014

ATTACHMENT A

BA #3

Fund No. 001

**GENERAL FUND**  
Mid-Year Budget Adjustment

Fund Name: General Fund

Department: Multiple

Account Number	Account Description	Justification	Increase Expenditure Account	Increase or (Decrease) Revenue Account	Town Commission Meeting
001-0000-312-1500	Resort Tax Penalties / Interest			7,950	
001-0000-316-0100	Surfside Local Business Licensing Tax			9,625	
001-0000-316-0300	Surfside Local Business License Penalty			620	
001-0000-322-8500	Contractor Registration			10,000	
001-0000-342-1010	Special Police Detail - Extra Duty			140,000	
001-0000-347-2006	Recreation - Winter Camp			1,065	
001-0000-369-9009	Blue Prints			550	
001-0000-369-9010	Other Miscellaneous Revenues			13,000	
001-0000-384-0000	Capital Lease Proceeds	Police Vehicles - Phase III 11/12/13 Lease No 08145		82,559	
001-1000-511-3103	LG - Lobbyist	Lobbyist's expenditure reimbursement	3,918		
001-1500-514-3110	TA - Professional Fees	Charter Review, Election and Ballot adjustment	25,000		
001-1500-514-3111	TA - Lawsuits & Prosecutions	Comp Plan challenge	35,000		
001-2000-524-3110	PC - Professional Services	CGA Community Development Director renewal adj	2,312		
001-2000-524-3110	PC - Professional Services	CGA Planning & Zoning renewal adj	1,721		
001-2000-524-3110	PC - Professional Services	CGA P&Z Builidng Massing Renderings/Business District	5,883		12/31/13
001-2100-516-3110	FD -Professional Services IT	Broadcasting - increase in number of meetings	5,500		
001-2100-516-4603	FD - IT Equipment Maintenance	Battery Backups (2) for the servers	1,876		
001-2100-516-4603	FD - IT Equipment Maintenance	Software licenses for Office Pro 2013 (20)	7,123		
001-3000-521-1520	PS - Special Pay - Extra Duty	Offset to revenue - user charges	140,000		
001-3000-521-6410	PS - Machinery & Equipment	Balance of Phase III police vehicles approved in FY12/13	82,559		
001-7900-590-3110	ND - Professional Services	Health insurance consultant fee adj Reso 13-2197	12,750		5D 10/8/2013
001-7900-590-3110	ND - Professional Services	FSA/HRA Administration fees - Mangrove	6,000		
001-7900-590-3110	ND - Professional Services	Sand project	64,000		
001-7900-581-9130	ND - Interfund Transfer: Capital Projects Fund	Town Hall roof replacement Reso 14-2248	65,000		1D1 07/16/14
001-7900-581-9130	ND - Interfund Transfer: Capital Projects Fund	Town Hall chiller system FY13/14 Reso 14-2247	400,000		1D2 07/16/14
001-0000-392-0000	Appropriated Fund Balance			593,273	
<b>NET INCREASE GENERAL Fund</b>			<b>858,642</b>	<b>858,642</b>	

Requested by: \_\_\_\_\_  
Budget Officer

Approved : \_\_\_\_\_  
Finance Director

Approved : \_\_\_\_\_  
Town Manager

Entered to GMBA \_\_\_\_\_  
By

**TOWN OF SURFSIDE  
BUDGET TRANSFER/AMENDMENT REQUEST**

Fiscal Year:

2013/2014

ATTACHMENT B

BA #      BA #      2

Fund No.      Multiple

Mid-Year Adjustment

Fund Name: Multiple | Multiple

Department: Multiple | Multiple

Account Number	Account Description	Justification	Increase Expenditure Account	Decrease Expenditure Account	Increase or (Decrease) Revenue Account/ Fund Balance	Town Commission Meeting
<b>CAPITAL PROJECTS FUND</b>						
301-0000-381-0100	Interfund Transfer from General Fund	To fund Roof Replacement and Chiller			465,000	
301-0000-392-0000	Fund Balance - Reappropriated Fund Bal	DIF/Harding Ave Streetscape Surf Club received in FY 12/13			200,000	
301-0000-392-0000	Fund Balance - Reappropriated Fund Bal	Allocation of balance of DIF funds from developers			24,424	
301-0000-392-0000	Fund Balance - Reappropriated Fund Bal	Appropriation of fund balance for Harding Ave. project			30,000	
301-0000-389-8800	Capital Contributions - Developers DIF	Timing Adjustment Surf Club DIF contribution received in FY12/13			(200,000)	
301-0000-389-8000	Capital Contributions - Developers	Adj for Grand Beach Hotel contribution for 95th Streetend			210,000	
301-0000-389-8000	Capital Contributions - Developers	Grand Beach Hotel contribution for Wayfarer Signs			25,000	
301-0000-389-8000	Capital Contributions - Developers	Adj for Greystone LLC 9501 Collins contribution for 95th Streetend			175,000	
301-0000-389-8600	Capital Contributions - Developers Tennis Center	Contributions from developers for Tennis Center Improvements			50,000	
301-0000-389-8700	Capital Contributions - Developers P&R	Surf Club contribution adjustment in FY 13/14 for P&R			25,000	
301-0000-389-8700	Capital Contributions - Developers P&R	Chateau Ocean contribution in FY 13/14 for P&R			200,000	
301-4400-539-6220	Town Hall Improvements	Roof Replacement	65,000			07/08/14
301-4400-539-6220	Town Hall Improvements	Chiller system	400,000			07/08/14
301-4400-541-6310	Improvements Other Than Building	95th Streetend Project rollover to FY 13/14	325,000			
301-4400-541-6330	Infrastructure - Seawalls	Seawall Project	60,000			
301-4400-541-6380	Harding Avenue Streetscape	Streetscape project rollover to FY 13/14	54,424			
301-4400-572-3191	Tennis Center Remediation	Tennis Center remediation and improvements	50,000			
301-4400-539-9910	Parks & Rec - Reserves P&R	Five-Year Capital Plan reserves	225,000			
301-4400-539-9910	Contingency Reserves	Increase reserves: GBH Wayfarer Signs contribution received in FY 13/1	25,000			
	<b>NET INCREASE CAPITAL PROJECTS Fund</b>		<b>1,204,424</b>	<b>-</b>	<b>1,204,424</b>	
<b>RESORT TAX Fund (TEDAC share)</b>						
102-0000-312-1500	Resort Tax Penalty/Interest	Penalty and interest received			5,712	
102-8000-552-1210	Regular Salaries	Merit Pay Allocation & Compensation Plan Adjustment	5,306			
102-8000-552-2110	Payroll Taxes	Merit Pay Allocation	406			
	<b>NET INCREASE RESORT TAX Fund</b>		<b>5,712</b>	<b>-</b>	<b>5,712</b>	
<b>MUNICIPAL TRANSPORTATION Fund</b>						
107-0000-369-9015	Other Misc Revenues - FDOT Reimbursement	FDOT Refunds 01/14/2014 03711116 & 03711117; 1/15/2014 0373310 & 0373311			227,164	
107-8500-549-4911	Other Current Charges	Sidewalk Pressure Wash & Sealing	7,280			
107-8500-541-6310	Infrastructure - Improvements	Southeast Parking Lot Town Hall - Reso 14-2225	23,850			04/08/14
107-8500-549-6320	Improvements other than Building	Bus Shelter furnish & Installation Harding Ave. & 90th Street	5,801			
107-8500-549-6320	Improvements other than Building	Stamped Cross Walks 93rd & Harding; 94th & Abbott	21,317			12/10/13
107-8500-549-9310	Contingency/Reserves		168,916			
	<b>NET INCREASE MUNICIPAL TRANSPORTATION Fund</b>		<b>227,164</b>	<b>-</b>	<b>227,164</b>	
<b>POLICE FORFEITURE Fund</b>						
105-0000-359-2005	Treasury Confiscations	Treasury confiscations revenue			13,964	
105-0000-359-2015	State Confiscations	State confiscations revenue			7,143	
105-0000-392-0000	Use of Restricted Fund Balance	Net adjustment for revenues received less additional expenditures			2,665	
105-3300-521-4911	Other Current Charges	CLEAR system to replace dFACTS	2,901			
105-3300-521-5290	Misc Operating Supplies	Laptop Software - Microsoft Office 36 Florid Reso 13-2200	6,471			
105-3300-521-5290	Misc Operating Supplies	Laptop Software - Acrobat Software Licenses 40 Florid Reso Sept 14	7,758			
105-3300-521-6410	Machinery & Equipment	Four rifles purchased January 2014	6,642			
	<b>NET INCREASE POLICE FORFEITURE Fund</b>		<b>23,772</b>	<b>-</b>	<b>23,772</b>	

Requested by: \_\_\_\_\_  
Budget Officer

Approved: \_\_\_\_\_  
Finance Director

Approved: \_\_\_\_\_  
Town Manager

Entered to GMBA \_\_\_\_\_  
By

**TOWN OF SURFSIDE  
BUDGET TRANSFER/AMENDMENT REQUEST**

Fiscal Year:

2013/2014

ATTACHMENT C

BA # 2

Fund No. Multiple

**ENTERPRISE FUNDS**  
Mid-Year Adjustment

Fund Name: Multiple - Enterprise

Department: Multiple

Account Number	Account Description	Justification	Increase Expenditure Account	Decrease Expenditure Account	Increase or (Decrease) Revenue Account	Town Commission Meeting
<b>MUNICIPAL PARKING FUND</b>						
	<b>REVENUES/EXPENSES</b>					
402-0000-344-5002	Business Permit Parking Fees	Projected collections in excess of budget - GBH Nov 2013 to June 2014			16,800	
402-0000-344-5003	Metered Parking Fees	Change in revenue recognition method			60,000	
402-0000-389-8000	Capital Contributions - Parking	Young Israel & Starbucks payments to Parking Trust Fund			21,315	
402-9500-545-4611	Miscellaneous Maintenance	Repair damaged asphalt paving 94th & Harding	7,219			
402-9500-545-5225	Merchant Fees	Change in revenue recognition method	60,000			
402-9500-545-6410	Machinery and Equipment	Striping Machine	3,700			
402-9500-545-6410	Machinery and Equipment	Big Belly Trash/Recycle Abbott Lot	3,172			
402-9500-545-9920	Reserve for Renewal and Replacement	Restricted - Parking Trust Fund	21,315			
402-9500-545-9910	Contingency/Reserves		2,709			
	<b>NET INCREASE MUNICIPAL PARKING Fund</b>		<b>98,115</b>		<b>98,115</b>	
<b>SOLID WASTE FUND</b>						
	<b>REVENUES/EXPENSES</b>					
403-0000-343-9001	Late Fees & Penalties	Record late fees through mid-year			8,000	
403-0000-343-9002	Garbage Container Sales	Record estimated revenues			10,000	
403-4000-534-1210	Regular Salaries	Merit pay allocation & Compensation Plan adjustments	49,469			
403-4000-534-2110	Payroll Taxes	Merit pay allocation	3,784			
403-4000-534-3110	Professional Services	Solid Waste Rate Report - in excess of estimate unfunded portion	2,250			
403-4000-534-4603	Equipment Maintenance	Garbage container repairs and maintenance	5,000			
403-0000-392-1000	Appropriated Net Assets	Excess of expenditures over revenues			40,253	
	<b>NET INCREASE SOLID WASTE Fund</b>		<b>58,253</b>	-	<b>58,253</b>	
<b>WATER AND SEWER FUND</b>						
	<b>REVENUES/EXPENSES</b>					
401-0000-384-1000	Capital Lease Proceeds	Back Hoe purchase 11/18/13 adjustment to actual			1,162	
401-9900-536-6410	Machinery & Equipment	Back Hoe purchase 11/18/2013 price adjustment to actual	1,162			
401-9900-536-6410	Machinery & Equipment	100 Gallon steel transfer tank	1,421			
401-9900-536-6410	Machinery & Equipment	Sewer Camera 07/2014 AMEX	4,239			
401-9900-536-1210	Regular Salaries	Merit pay allocation	9,015			
401-9900-536-2110	Payroll Taxes	Merit pay allocation	690			
401-9900-536-6310	Improvements Other Than Building - Sewer	Sewer capital project expenditures in FY 13/14	47,431			
401-9900-536-6320	Improvements Other Than Building	Water capital project expenditures in FY 13/14	21,326			
401-9900-536-9310	Contingency/Reserve			84,122		
	<b>NET INCREASE WATER &amp; SEWER Fund</b>		<b>85,284</b>	<b>84,122</b>	<b>1,162</b>	
<b>STORMWATER FUND</b>						
	<b>REVENUES/EXPENSES</b>					
404-0000-391-1000	Use of Unrestricted Net Assets	Use of reserves for Biscaya Island Drive drainage improvements & balance of Storm Infrastructure project			217,366	11/12/13
404-5500-538-6310	Pollution Control Project	Stormwater capital project expenditures in FY 13/14	36,662			
404-5500-538-6320	Infrastructure - Drainage Imp Biscaya Island Dr	Drainage improvements Biscaya Island Drive	174,000			5D 11/12/2013
404-5500-538-6320	Infrastructure - Drainage Imp Biscaya Island Dr	CGA Work Order No. 76	58,000			5D 11/12/2013
404-5500-538-9910	Contingency/Reserve Replenishment	Excess of expenditures over revenues		51,296		
	<b>NET INCREASE STORMWATER Fund</b>		<b>268,662</b>	<b>51,296</b>	<b>217,366</b>	

Requested by: \_\_\_\_\_  
Budget Officer

Approved: \_\_\_\_\_  
Finance Director

Approved: \_\_\_\_\_  
Town Manager

Entered to GMBA \_\_\_\_\_  
By



## Town of Surfside Commission Communication

**Agenda Item #** 5F

**Agenda Date:** September 9, 2014

**Subject:** Extension of American Traffic Solutions, Inc. Agreement (Red Light Camera Safety Program) for Three Years

**Background:** On August 10, 2010, the Town Commission adopted an ordinance implementing the Mark Wandall Safety Act (Red Light Traffic Safety Camera Program) and approved a professional services Agreement with ATS to install and lease cameras at five intersections within the Town in order to increase public safety by reducing red light running and traffic crashes at intersections. On March 13, 2012, the Town Commission approved the First Amendment to the ATS Agreement lowering the cost of the lease of the cameras from \$4,750 per camera to \$4,250 per camera and extending the agreement for one year until January 31, 2015. On July 1, 2013, the reformed Mark Wandall Traffic Safety Act (HB 7125) took effect. The new legislation did not alter the original law that allows municipalities to use traffic infraction detectors. The new law provided a process for enforcing red light camera violations and by establishing local hearings for appeals. On August 13, 2013, the Town adopted a new ordinance that included the new legislation of the reformed act and added this language to the Second Amendment to the ATS Agreement.

**Analysis:** The Program was implemented in January of 2011 when violators were issued warnings only. From February 2011 through December 2011, 8,165 violations were issued. From January 2012 through December 2012, 7,175 violations were issued. From January 2013 through December 2013, 5,048 violations were issued. From January to August 20, 2014, 2,638 violations were issued. Violations have decreased each year.

The vehicle crash rate caused by running red lights at red light camera intersections in Surfside has decreased since the Program was implemented until this year. In 2010 before the Program began, there were four crashes caused by running red lights at the intersections and in 2011 – two crashes, in 2012 - two crashes, 2013 – three crashes, and five crashes through August 20, 2014 crashes at the intersections with red light cameras.

Net revenue for Fiscal Year 2010/2011 was \$115,280. Net revenue for Fiscal Year 2011/2012 was \$135,778. Net revenue for Fiscal Year 2012/2013 was \$104,050. Net revenue for fiscal year 2013/2014 through June 2014 is minus \$12,879 and is anticipated to be about minus \$20,000 by the end of this fiscal year. .

The Police Department has also requested videos from the cameras more than twenty times as a tool to investigate crashes, violent crimes, and property crimes. The cameras were instrumental in a kidnapping/ sexual battery investigation several years ago.

Violations are down throughout the state by 40%-60%. In turn, revenue is down. Red light running crashes at camera intersections have also decreased statewide. Crashes caused by running red lights at camera intersections in Surfside have been a low of two to a high of five per year. Most crashes have occurred at 96 Street and Collins Avenue and 88 Street and Harding Avenue. In summary, the Red Light Camera Safety Program has been a successful initiative and drivers running red lights has decreased.

**Budget Impact:** With an extension of the Agreement for three years beginning October 1, 2014, an amendment was included that will allow the Town to recover all financial losses for the lease, if any, each fiscal year for the three years. The Town will also retain any revenue above the cost of lease each fiscal year. The Town will also recover any financial loss for fiscal year 2013/2014. ATS will have the right to terminate with a 90 days' notice.

**Staff Impact:** The Police Department manages the program, reviews the violations, prepares the evidence packages, and testifies at the hearings. Town staff is also present at the hearing for administrative duties. There is a cost of \$150 per hour for the Special Magistrate at the hearings.

**Recommendation:** The Town staff recommends that the Commission approve a resolution extending the Agreement with ATS for an additional three years.

  
\_\_\_\_\_  
Chief of Police David Allen

  
\_\_\_\_\_  
Town Manager Michael Crotty

RESOLUTION NO. 14 - \_\_\_\_\_

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE TOWN TO ENTER INTO A THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN AMERICAN TRAFFIC SOLUTIONS, INC. (“ATS”) AND THE TOWN OF SURFSIDE; AUTHORIZING THE TOWN MANAGER TO DO ALL THINGS NECESSARY TO IMPLEMENT THE TERMS OF THE THIRD AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Commission of the Town of Surfside, Florida desires to continue the “Red Light” camera program with American Traffic Solutions, Inc. (hereinafter “ATS”); and

**WHEREAS**, ATS agrees to amend Article 6.4 of the Agreement dated August 11, 2010 to allow funds to be available to offset ATS invoices during each Fiscal Year as each Fiscal Year stands alone during the Term of the Agreement; and

**WHEREAS**, ATS also agrees to retroactively apply the Amendment of Article 6.4 for the year beginning October 1, 2013; and

**WHEREAS**, the Agreement will extend three (3) years for the period of October 1, 2014 to September 30, 2017; and

**WHEREAS**, Town has the right to terminate this Agreement by providing a written notice of its intent not to extend the Agreement 90 days prior to the expiration of the current term; and

**WHEREAS**, ATS will have the sole right to terminate the Agreement for convenience with a written 90 day notice to the Town at any time during the Term of the Agreement; and

**WHEREAS**, the Town Commission of the Town of Surfside, Florida believes it is in the Town’s best interest to enter into this Third Amendment to the Professional Services Agreement with American Traffic Solutions, Inc.

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

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



**Section 2. Authorization to Execute Agreement.** The Town Commission hereby authorizes the Town Manager to execute the Third Amendment to the Professional Services Agreement with American Traffic Solutions, Inc. on behalf of the Town, once approved as to form and legal sufficiency by the Town Attorney.

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

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

**PASSED and ADOPTED** on this \_\_\_\_ day of \_\_\_\_\_ 2014.

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

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

**FINAL VOTE ON ADOPTION**

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

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

**ATTEST:**

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

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



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



## Town of Surfside Commission Communication

**Agenda Item # 9A**

**Agenda Date:** August 12, 2014 - September 9, 2014

**Subject:** Policy Regarding Walking Dogs on the Narrow Walk Path

**Background:** This item was discussed during the June 10, 2014 Regular Town Commission meeting and after some discussion Commissioner Olchyk made a motion to defer the item.

Attached please find the original item and the minutes from the June 10, 2014 Regular Town Commission meeting.

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Sandra Novoa, Town Clerk

---

Michael P. Crotty, Town Manager

5/21/14

## Agenda Items.

Condition of the scanning machine ~~and~~ the room that stores it.

Review the enforcement of allowing dogs in the narrow walk path.

Presented by Marta Clahff

Please remember we have an agreement to please agenda items in the order they are presented in other words don't put it at the end since I'm not staying after 11:00 p.m.

Thanks,  
MD

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

**A. Discussion on Operating Hours of Grand Beach Skybar (Verbal) – Commissioner Michael Karukin**

Commissioner Karukin made a motion to allow the Skybar to stay open until midnight provisionally until the end of summer 2014 and then reviewed again. The motion received a second from Vice Mayor Tourgeman and all voted in favor with Commissioner Cohen absent.

**B. Condition of the Plans Scanning Machine – Commissioner Marta Olchyk**  
Ross Prieto gave an overview and update on the item.

**C. Enforcement of Allowing Dogs in the Narrow Walk Path – Commissioner Marta Olchyk**

Commissioner Olchyk had visuals of signs not allowing dogs and said these are not being enforced and wants to know what we are to do about it. Town Attorney Miller spoke on the legalities and what portion of land is owned by condominiums.

Public Speakers:

--Michael O'Hagan thinks the signs are illegal and should be removed but also said dog owners must be responsible and pick up after their animals. Roxanne Fontaine is in agreement with Mr. O'Hagan and expressed how important dogs are for many people.

--Monica Grandeze said the signs should be enforced and dogs do not belong to the beach. She also indicated that many owners do not pick up after their animals.

--Terry Cohen said more receptacles are needed for dog refuse.

Vice Mayor Tourgeman is a dog lover but agrees with Commissioner Olchyk that dogs should not be allowed on narrow walking paths.

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

Commissioner Olchyk made a motion to extend the meeting to 11:15. The motion received a second from Vice Mayor Tourgeman and all voted in favor with Commissioner Cohen absent.

**D. Town Hall: Roof, Air Conditioning Issues and Remediation – Joseph Kroll, Public Works Director**

Commissioner Karukin made a motion to have the a/c and remediation done as soon as possible. The motion received a second from Vice Mayor Tourgeman and all voted in favor with Commissioner Cohen absent.

**E. Approval of Budget Schedule for FY 14/ 15 – Donald Nelson, Finance Director**  
Change of date for Special Budget Meeting now scheduled for Wednesday, July 16, 2014 (5:00-7:00 p.m.)

The Commission all approved the change in schedule with Commissioner Cohen absent.

**Sandra Novoa**

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**From:** Marta Olchyk  
**Sent:** Monday, August 25, 2014 11:41 AM  
**To:** Sandra Novoa; Michael Crotty; Linda Miller  
**Subject:** Historic Preservation District

I want to request that the following item be included in the next Monthly Commission Meeting of September:

To discuss the item of the Designation of Historic Preservation District in Surfside.

Since we have had a very limited information on specifically the territory involved, the reason for consideration of its historic value, the impact it will have in the development of Surfside, I want to propose a full explanation by the individuals of the Historic Preservation Society before we can decide on our options in this issue.

Thanks,  
Marta Olchyk



## Town of Surfside Commission Communication

**Agenda Item #** 9B2

**Agenda Date:** September 9, 2014

**Subject:** Historical Preservation – Demolition Permit Information

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

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

Property owner Bratt Holdings filed building demolition applications on August 1<sup>st</sup>, 2014 for the following addresses, 9348 Collins, 9364 Collins and 9372 Collins. Property owner 9300 Collins Avenue Investment Group filed a building demolition application on August 8<sup>th</sup>, 2014 for address 9300 Collins.


**Analysis:** Miami-Dade County's Office of Historic Preservation has not issued a moratorium on permits for these addresses and as such these applications will now precede any such abeyance on the permitting process.

**Budget Impact:** N/A

**Staff Impact:** N/A

**Recommendation:** N/A

  
\_\_\_\_\_  
Ross Prieto, Building Official

  
\_\_\_\_\_  
Michael P. Crotty, Town Manager



## Town of Surfside Commission Communication

**Agenda Item #:** 9C

**Agenda Date:** September 9, 2014

**Subject:** Report on ERUV (FDEP Authorization)

**Background:** The installation of the ERUV has been an issue of discussion/concern within the community. Attached is a memo from the Building Official dated August 14, 2014 regarding the original plan of the ERUV Council to install the ERUV utilizing 19 pressure treated posts (4"x6"x20") buried 7' into the ground leaving 13' above ground spaced 300' apart.

Currently 8, 13' posts have been installed on the beach near the dune.

Regulatory authority for the ERUV rests solely with the FDEP.

Both the Town and residents contacted FDEP to voice concerns about the installation. FDEP followed up on the issue and issued a verbal Compliance Assistance effort.

**Current Status:** Donald Keirn, FDEP Environmental Specialist III investigated this situation and issued the following on August 28 to the Miami Beach ERUV Council:

*This will constitute the confirmation of our verbal, informal agreement as we discussed. This agreement identifies the steps to conclude the verbal Compliance Assistance effort, relating to the existing and other unpermitted Eruv poles located waterward of the Erosion Control Line in the Town of Surfside.*

*1. Within 30 days from this date, the Miami Beach Eruv Council ("Council") will remove all existing eruv poles (poles), including all broken or abandoned poles located east of the Erosion Control Line (ECL) in the Town of Surfside. The removal of the existing poles may begin immediately. Care must be taken to avoid impacting any existing vegetation during removal.*

*2. The Council will install two 10-foot (above ground) 2" solid PVC poles at the eastern face of each dune crossover (crossover) as they currently exist coming from the private property or road way (located at or west of the ECL). This will encompass installation of a total of 18 poles. Care must be taken to avoid impacting any existing vegetation during installation.*

*a. The Council will affix a small round or flat loop, eyebolt or other attachment (attachment) to the 10-foot above ground section of the 2" solid PVC pole. The eruv's fiberglass auxiliary cord (cord) will span across the north/south alignment of the crossover.*

b. The poles will be located at the north side and south side entrance of each crossover adjacent to the existing tall vegetation, to the extent applicable, to assist in shielding the poles from viewing from the upland development and residences. Care must be taken to avoid impacting any existing vegetation during installation.

3. The Council will affix an attachment to the existing 4" X 6" wooden fence posts that run adjacent to the vegetation located immediately east of the walkway path ("posts"). The Council will run the cord through the attachment on top of the posts, and then continue the cord along the tops of the existing fence posts, to the next crossover, throughout the entire length of the walkway path in Surfside, so that the eruv may run continuously along the walkway path.

4. The Council is responsible for maintenance of the poles, cord and lechi. The Council may replace any posts that are in disrepair.

*Compliance with this verbal agreement will close all action on this matter.*

It was requested that the actual work of the installation be scheduled after the September 9 meeting in order to afford community dialogue. However, since the FDEP issued the permit, the applicant was legally able to proceed. The attorney for the ERUV did indicate that they would be available to attend the September 9 meeting to discuss the project and answer questions.



Ross Prieto, Building Official



Michael P. Crotty, Town Manager

Attachment: August 14 Report of Building Official Ross Prieto



August 14, 2014

Re: Eruv Pole Installation Project

Mgr. Crotty:

The Eruv Council proposes to install 19) 4"x6"x20' treated wood posts buried 7' into the ground leaving 13' above ground spaced 300' apart. The poles shall be a natural wood color to match the current signs now posted on the beach. The top of the pole will have a 2" eyebolt through which will be threaded a non-reflective string. The proposed poles are to be installed at the Edge of Vegetation line which is located at the eastern edge of the dune. No other materials or work elements are proposed under this project.

The Public Works permit application has recently been brought into question. The contractor commenced work prior to obtaining the permit. Further research into the matter shows that the permit was, in fact, never signed by Public Works Director Kroll. The Building Department received the permit application and was signed by me to open process and was submitted to Public Works. At that time certain deficiencies were noted and the application for permit was denied. The deficiencies noted were, 1) the item is required to be submitted for Town Commission consideration and 2) an FDEP permit or waiver thereto shall be obtained by the applicant. The applicant was informed of said requirements during early discussions in June of this year and again in July and August via e-mail. The application was filed awaiting resolution and a clerical error was committed whereby the job copy of the document was given to the applicant. Please note that the Public Works application was NOT signed by Public Works Director Kroll thereby it is NOT a valid permit and the contractor is not authorized to proceed with the scope of work. On behalf of the Town of Surfside, I issued a stop work order and rescinded Police escort privileges. They were advised to remove the work that has been installed to date by noon Friday, August 15, 2014 until a valid permit is obtained or we will be obligated to remove the poles at the applicant's expense.

The Building Department reviewed the plans to verify the capacity of the poles to resist typical coastal winds. Public Works requires a permit application be filled out for record-keeping and reporting purposes. FDEP customarily issues waivers to their Permit for Construction Activities Eastward of the Coastal Construction Control Line. Daniel Gielchinsky, Eruv Council Attorney, has agreed to pursue an FDEP Letter of Waiver for Surfside concerning this project.



## **Town of Surfside Commission Communication**

**Agenda #:** 9D  
**Agenda Date:** September 9, 2014  
**Subject:** Medical Marijuana

### **Background:**

The Florida Right to Medical Marijuana Initiative, Amendment 2, is on the November 4, 2014 ballot as an amendment to the Florida Constitution. If approved, medical marijuana will be legalized in Florida. This amendment could pass in November, therefore, if the Town wishes to enact any regulations prior to November, staff is requesting direction to prepare the first reading of an ordinance in October, which will enact zoning in progress.

### **Analysis:**

The existing State Statute is SB 1030 (AKA Charlotte's Web). This is administered by the Health Department and only permits the liquid, non-euphoric form of cannabis for very limited conditions/illnesses, which are specified in the Bill. The current Bill is not intended to implement the Amendment. The proposed Amendment permits medical marijuana for any disease/condition deemed medically necessary by a doctor. Only a doctor's certification is required.

The League of Cities has a task force to get a handle of any zoning preemptions, but at this time, staff is of the opinion that this use can be regulated through zoning. However, the total prohibition could be problematic as it may not be desirable to be the first municipality to have a total ban. The types of regulations that could be instituted are as follows:

- Retail sales only
- Growing only
- Processing only
- Limiting distance to certain zoning district the use is permitted
- Include distance separation between uses (i.e. what we have for Veterinary Clinics)
- Have a minimum/maximum area for operations

- Require a freestanding building versus requiring an attached building
- Requiring annual certification
- Only permit as a conditional use rather than a permitted use
- Require security
- Require air scrubbers to avoid odor affecting neighboring businesses.
- Hours of operation limitations

**Staff Recommendation:** To direct staff to prepare an ordinance providing regulations if Amendment 2 is approved in the November 4, 2014 election.

  
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Michael P. Crotty, Town Manager



## Town of Surfside Commission Communication

**Agenda Item #:** 9F

**Agenda Date:** September 9, 2014

**Subject:** Surfside Seawall Replacement Project Bid Value Engineering

**Objective:** To reduce the overall cost of the project without reducing the quality of material or workmanship of the project.

**Background:** In April 2014, the Surfside Seawall Replacement Contract Documents were advertised for bidding purposes. A mandatory pre-bid meeting was held on May 20, 2014. Questions were received from potential Contractors up until June 10, 2014 and written responses were distributed to all attendees of the mandatory pre bid in the form of addenda (2 total). On June 17, 2014, three (3) bids were received by the Town Clerk and publically read out loud. The results of the three bids are shown below:

	PAC COMM, INC Miami, FL	Ferreira Construction Stuart, FL	Ebsary Foundation Miami, FL
General Condition	\$587,500	\$302,177	\$767,932
Civil Subtotal	\$186,004	\$303,246	\$282,296
Grading Subtotal	\$77,000	\$66,173	\$111,595
Seawall Subtotal	\$1,324,804	\$1,887,986	\$1,423,456
<b>Total Bid</b>	<b>\$2,175,308</b>	<b>\$2,559,582</b>	<b>\$2,585,280</b>
Bid Guarantee	5%	5%	5%
Bonding Company	Travelers Casualty	Fidelity & Deposit Co	Travelers Casualty

The bid results were presented at the July 8, 2014 Commission Meeting. The Commission directed staff to meet with the apparent low bidder, PAC Comm, Inc, and Value Engineer the project overall cost down to the budgeted amount for construction of \$1,100,000.00 by the September 9, 2014 Commission Meeting.

**Analysis:** CGA retained, at no additional cost to the Town, the assistance of Lakdas/Yohalem Engineering Inc. (LYE). LYE is a respected structural engineer who specializes in seawall construction. LYE was retained to act as a second set of eyes to ensure that the VE efforts did not negatively affect the quality of workmanship/materials of

the revised seawall design. The team met with the Contractor on several occasions to review revised plans and identify areas of VE cost savings. The negotiations to date have reduced the overall project cost by \$526,505.00 to a total of \$1,648,803.00. The details of the reduction are shown below:

	Original Bid	VE Pricing	Delta
General Subtotal	\$587,500	\$484,500	(\$103,000)
Civil Subtotal	\$186,004	\$164,000	(\$22,003)
Grading Subtotal	\$77,000	\$55,000	(\$22,000)
Seawall Subtotal	\$1,324,804	\$945,303	(\$379,502)
<b>Total Bid</b>	<b>\$2,175,308</b>	<b>\$1,648,803</b>	<b>(\$526,505)</b>

The areas in which the VE savings were realized were:

- Replacement of MMFX rebar with grade 60. We added a corrosion prohibiting additive to the concrete mixture.
- Where applicable we increased the king pile size to increase the spacing required (reduce total number of piles) and in the case of the Surfside Park we were able to remove the need for batter piles.
- Utilization of allowances for landscaping and other uncertain items, thus reducing the Contractors exposure and reducing overall costs.
- Reduction in mobilization costs – the Contractor has secured another project in the area, thus reducing their mobilization efforts to get to the Surfside Project.

**Recommendation(s):**

**Option 1:** Direct staff to increase the project budget to include the \$1.65M to complete all ten (10 seawalls). Award a Contract to Pac Comm, Inc for the full project scope. Contract negotiation, bond and insurance issuance would commence and complete within 60 days and mobilization would commence approximately 30 days after contract execution. CGA would then apply on behalf of the Town to the Florida Inland Navigation District (FIND) for the additional funding. FIND’s maximum offer would be 50% of the additional costs. If successful, this would bring the Town’s obligation for construction costs to \$824,401.50 and FIND would fund \$824,401.50. Please note that the FIND funding cycle is not open again until April 2015 and there are no guarantees that the Town would receive the additional funding from FIND.

**Option 2:** Award the contract based on the VE pricing with PAC Comm, Inc. but only for the seawalls which were categorized as “Severe” and “Moderate” damage, thus reducing the total construction price, which includes the following walls:

1. “Severe”
  - a. Carlyle Avenue and 88<sup>th</sup> Street
  - b. End of 88<sup>th</sup> Street on Isle of Biscaya
  - c. 95<sup>th</sup> Street and Bay Drive
2. “Moderate”
  - a. Froude Avenue and 88<sup>th</sup> Street

- b. 90<sup>th</sup> Street and Bay Drive
- c. 93<sup>rd</sup> Street and Bay Drive
- d. Surfside Park

By removing the seawalls listed as "Minor Damage" the total construction cost could be reduced by approximately \$238,195.20, for a total construction cost of \$1,410,607.80 and requiring an increase in the budget of \$310,607.80.

**Option 2:** Award the contract based on the VE pricing with PAC Comm, Inc. but only for the seawalls which were categorized as "Severe" and most of the walls categorized as "Moderate" damage, thus reducing the total construction price, which includes the following walls:

- 1. "Severe"
  - a. Carlyle Avenue and 88<sup>th</sup> Street
  - b. End of 88<sup>th</sup> Street on Isle of Biscaya
  - c. 95<sup>th</sup> Street and Bay Drive
- 2. "Moderate"
  - a. 93<sup>rd</sup> Street and Bay Drive
  - b. Surfside Park

By removing the seawalls listed as "Minor Damage" and two of the "Moderate Damage" walls, the total construction cost could be reduced by approximately \$214,715.08, for a total construction cost of \$1,195,892.00 and requiring an increase in the budget of \$95,892.00.

**Budget Impact:** The impact to the previously approved budget varies based on the direction received from the Commission and is outlined in the three options above.

**Growth Impact:** N/A

**Staff Impact:** The additional work required will be completed by CGA staff at no additional professional costs to the Town. The impact to the Town staff will be minimal.

**Recommendation:** It is recommended that the Town Commission approve the increase in budget, direct CGA/Staff to apply for additional FIND funding and begin contract execution with Pac Comm, Inc.

  
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Department Head

  
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Town Manager



**TOWN OF SURFSIDE**

**COMMISSION DISCUSSION ITEM**

**AGENDA ITEM:** # 9I

**AGENDA DATE:** September 9, 2014

**TO:** Elected Officials

**FROM:** Vice Mayor Eli Tourgeman

**CC:** Michael P. Crotty, Town Manager  
Linda Miller, Town Attorney

**SUBJECT:** Zoning in Progress for Service Uses in the Business District

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**Discussion:** I have noted the proliferation of new service uses that are locating in the Town's Business District. I am concerned, as are others in Town, about these uses taking up the space in the District that would otherwise be available for restaurants and retail establishments. I believe that restaurant and retail uses are preferable in the downtown, especially on the street level, in order to generate more pedestrian traffic, a more lively downtown, and activity of greater economic value to the District and the Town.

**Consideration:** I propose that the Commission ask the Town Planner and other appropriate Town staff to study ways in which to encourage retail and restaurant uses in the downtown. This should include proposed changes to the Town Zoning Code that might include, for example, restrictions on the location of new service uses to the second floor and/or distance restrictions. I request that the Commission direct staff to also draft an ordinance to amend the Zoning Code and to bring the proposed ordinance to the Town Planning and Zoning Board for discussion and recommendation, and then to the Town Commission. The Town Commission action on this Discussion Item will begin Zoning in Progress under the Town Code, Section 90-6, which will put a temporary hold on new permits for service uses in the Town Business District