



**Town of Surfside  
Town Commission Meeting  
AGENDA  
August 9, 2016  
7 p.m.**

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

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

*Rule 6.05 Agenda. The good and welfare portion of the agenda set for 8:15 p.m. shall be restricted to discussion on subjects not already specifically scheduled on the agenda for discussion and debate. In no event shall this portion of the agenda be allotted more than 45 minutes with each speaker to be given no more than three minutes, unless by vote of a majority of the members of the commission present, it is agreed to extend the time frames. Likewise, commission members shall be restricted to speaking three minutes each unless an extension is granted in the same manner as set forth in the prior sentence.*

*Any person who received compensation, remuneration or expenses for conducting lobbying activities is required to register as a lobbyist with the Town Clerk prior to engaging in lobbying activities per Town Code Sec. 2-235. "Lobbyist" specifically includes the principal, as defined in this section, as well as any agent, officer or employee of a principal, regardless of whether such lobbying activities fall within the normal scope of employment of such agent, officer or employee. The term "lobbyist" specifically excludes any person who only appears as a representative of a not-for-profit corporation or entity (such as charitable organization, a trade association or trade union), without special compensation or reimbursement for the appearance, whether direct, indirect, or contingent, to express support or opposition to any item.*

*Per Miami Dade County Fire Marshal, the Commission Chambers has a maximum capacity of 99 people. Once reached this capacity, people will be asked to watch the meeting from the first floor.*

*\* 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.*

**1. Opening**

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

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

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

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

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

**A. Minutes** – Sandra Novoa, MMC, Town Clerk **Page 1-15**

**July 14, 2016 Regular Town Commission Meeting Minutes**

**July 20, 2016 Special Budget Commission Meeting Minutes**

**B. Budget to Actual Summary as of May 31, 2016** – Guillermo Olmedillo, Town Manager **Page 16 - 18**

**\*C. Town Manager’s Report** – Guillermo Olmedillo, Town Manager **Page 19 - 26**

- 1. See Click Fix
- 2. Development Applications
- 3. Code Compliance Cases
- 4. State of Florida Department of Transportation/Surfside Meeting
- 5. July 2016 Significant Incidents/Arrests
- 6. Department of Highway and Safety Motor Vehicles DAVID Audit: Site Visit Report
- 7. Installation of Traffic Control Enhancements
- 8. Personnel Transfers
- 9. Police Events
- 10. Information Technology and TV Broadcasts

**\*D. Town Attorney’s Report** – Linda Miller, Town Attorney **Page 27 - 31**

**E. Committee Reports** – Guillermo Olmedillo, Town Manager **Page 32 - 54**

- May 2, 2016 Tourist Board Meeting Minutes
- May 25, 2016 Planning and Zoning Board Meeting Minutes
- June 6, 2016 Tourist Board Meeting Minutes
- June 20, 2016 Parks & Recreation Committee Meeting Minutes
- July 11, 2016 Tourist Board Meeting Minutes

**4. Ordinances**

*(Set for approximately 7:30 p.m.) (Note: Good and Welfare must begin at 8:15)*

**A. Second Reading Ordinances**

**1. Sheds – Sarah Sinatra Gould, AICP, Town Planner Page 55 - 59**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 “ZONING”; SEC. 90-19. “SINGLE-FAMILY AND TWO-FAMILY DEVELOPMENT REVIEW PROCESS”; SPECIFICALLY AMENDING SECTION 90-19.7 EXEMPTING SHEDS FROM PLANNING AND ZONING BOARD AND DESIGN REVIEW BOARD REVIEW AND PROVIDING THE DESIGN GUIDELINES SHALL BE FOLLOWED; AMENDING “SECTION 90-54 “ACCESSORY BUILDINGS AND STRUCTURES IN THE H30A AND H30B DISTRICTS” SPECIFICALLY AMENDING SECTION 90-54.7 RELATED TO SHEDS AND LANDSCAPE REQUIREMENTS; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.**

**2. Construction Hours and Notice – Guillermo Olmedillo, Town Manager Page 60 - 63**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA; AMENDING “CHAPTER 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE II. - BUILDING CODE”; SPECIFICALLY CREATING SECTION 14-32; “CONSTRUCTION SCHEDULE AND NOTICE”; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.**

**\*\*SPACE INTENTIONALLY LEFT BLANK\*\***

(Set for approximately 7:45 p.m.) (Note: Good and Welfare must begin at 8:15)

**B. First Reading Ordinances**

1. **Amending Rules and Procedures for Town Meetings** – Linda Miller, Town Attorney [*Linked to Item 5B*] **Page 64 - 69**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING ARTICLE VI. "RULES OF PROCEDURE FOR TOWN MEETINGS"; SPECIFICALLY AMENDING SECTION 2-203. "MEETINGS" TO CREATE RULE 4.03 "ELECTRONIC FILES PRESENTED AT PUBLIC MEETINGS"; SPECIFICALLY AMENDING SECTION 2-204. "COMMITTEES" TO AMEND RULE 5.01 "CONTINUING COMMITTEES AND AD-HOC COMMITTEES" AND TO CREATE RULE 5.02 "TOWN COMMISSION LIAISON; APPOINTMENT AND DEFINITION"; CORRECTING SCRIVENER'S ERRORS IN SECTION 2-203. "MEETINGS," SECTION 2-204. "COMMITTEES" AND SECTION 2-207. "RULES OF DEBATE"; SPECIFICALLY AMENDING AND CORRECTING THE TITLE OF SECTION 2-208. "ADDITIONAL ORDINANCES PROSCRIBING TOWN COMMISSION PROCEDURE"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

**5. Resolutions and Proclamations**

(Set for approximately 8:15 p.m.) (Note: Depends upon length of Good and Welfare)

- A. **Hawthorne Tot Lot Renovation and Replacement Fence** – Guillermo Olmedillo, Town Manager **Page 70 - 116**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING AND APPROVING THE APPROPRIATION AND EXPENDITURE OF FUNDS FOR THE HAWTHORNE TOT LOT RENOVATION PROJECT; APPROVING AND AUTHORIZING THE TOWN TO PIGGYBACK OFF THE COMPETITIVELY BID U.S. COMMUNITIES CONTRACT NO. 110179.09 NINTH AMENDMENT TO MASTER PURCHASE AGREEMENT BETWEEN MECKLENBURG COUNTY, STATE OF NORTH CAROLINA AND GAMETIME DIVISION OF PLAYCORE



**WISCONSIN, INC. IN THE AMOUNT OF \$96,002.50; AWARDING THE PROPOSAL TO FENCE MASTERS, INC. FOR THE HAWTHORNE TOT LOT FENCE REPLACEMENT IN THE AMOUNT OF \$17,685.00; APPROVING THE TOTAL EXPENDITURE OF FUNDS AMENDING THE TOWN'S BUDGET FOR 2015/2016 FISCAL YEAR FROM THE FISCAL YEAR 2015/2016 CAPITAL PROJECTS FUND ACCOUNT NO. 301-4400-572-6370 FOR THE AMOUNT OF \$113,687.50; PROVIDING FOR APPROVAL AND AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.**

- B. Repeal Resolution No. 2007-1792 Approving and Adopting Rules and Procedures for Committees Created by the Town Commission – Linda Miller, Town Attorney [Linked to item 4B1] Page 117 - 119**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA; REPEALING RESOLUTION NO. 07-1792 “APPROVING AND ADOPTING RULES AND PROCEDURES FOR COMMITTEES CREATED BY THE TOWN COMMISSION”; PROVIDING THAT COMMITTEES SHALL BE GOVERNED BY TOWN CODE ARTICLE VI. “RULES OF PROCEDURE FOR TOWN MEETINGS” SECTION 2-204. COMMITTEES; PROVIDING FOR AUTHORIZATION AND PROVIDING FOR AN EFFECTIVE DATE.**

- 6. Good and Welfare (Set for approximately 8:15 p.m.)**  
*Public comments for subjects or items not on the agenda. Public comment on agenda items will be allowed when agenda item is discussed by the Commission.*

- 7. Town Manager and Town Attorney Reports**  
Town Manager and Town Attorney Reports have been moved to the Consent Agenda – Item 3.  
*All items on the Consent Agenda are considered routine or status reports by the Town Commission and will be approved by one motion. Any Commission member may request that an item be removed from the consent agenda and discussed separately.*

- 8. Unfinished Business and New Business**

## 9. Mayor, Commission and Staff Communications

- A. **Post Office Parking Garage Update** – Guillermo Olmedillo, Town Manager **Page 120 - 126**
- B. **Request Miami Dade County Office of Historic Preservation to perform a survey and evaluation of the Town's single family homes in the H30A, H30B and H30C Districts to determine historical significance**– Commissioner Tina Paul **Page 127**
- C. **Sea Level Rise and Impact Fees** – Commissioner Daniel Gielchinsky **Page 128**
- D. **Work Force Housing** – Guillermo Olmedillo, Town Manager [*Verbal*]

## 10. Adjournment

Respectfully submitted,

Guillermo Olmedillo  
Town Manager

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

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

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

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

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



**Town of Surfside  
Town Commission Meeting  
MINUTES  
July 12, 2016  
7 p.m.**

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

**1. Opening**

**A. Call to Order**

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

**B. Roll Call of Members**

Town Clerk Sandra Novoa called the roll with the following members present: Mayor Daniel Dietch, Vice Mayor Barry Cohen and Commissioner Tina Paul. Commissioner Michael Karukin and Commissioner Daniel Gielchinsky were absent.

**C. Pledge of Allegiance**

Police Chief Allen led the Pledge of Allegiance

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

Vice Mayor Cohen asked to join him and stand in support for the police officers in our nation. He also thanked the Commission to allow him to participate in the last meeting via telephone. Commissioner Paul thanked the Vice Mayor for recognizing and supporting law enforcement and unity for our country.

Vice Mayor Cohen appointed Sandra Argow to the Traffic Advisory Committee. Mayor Dietch nominated Eduardo Yero to the Police Pension Board.

Commissioner Paul made a motion to accept Eduardo Yero. The motion received a second from Vice Mayor Cohen and all voted in favor with Commissioner Michael Karukin and Commissioner Daniel Gielchinsky absent.

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

Mayor Dietch asked that we take Item 4B 3 Beach Chair Ordinance after Commissioner Gielchinsky arrives as he has been delayed.

The Mayor asked if we can move Item 9A1 CAFR up on the agenda after Section 1.

Commissioner Paul made a motion to accept the changes in the order of business. The motion received a second from Vice Mayor Cohen and all voted in favor with Commissioner Michael Karukin and Commissioner Daniel Gielchinsky absent.

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

Mayor Dietch recognized two Surfside students who received the Town of Surfside Higher Education Scholarships, Conrad Danzer and Nicole Alfonso. Recognition was given to William Perez who celebrated his twentieth year as a parking law enforcement officer and to Tony Mesa who received a gold medal in mountain biking at the Police Competition in Lakeland, FL. The Mayor announced the upcoming community events which can be found in the Gazette and on the Town's website.

**G. July 2016 Donate Life Month Proclamation Presentation – Mayor Daniel Dietch**

The Mayor read the proclamation and thanked his colleagues for supporting this initiative. Cynthia Smith gave a brief presentation and a Surfside resident who was a transplant recipient spoke about donate life.

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

**3. Consent Agenda**

Commissioner Paul made a motion to approve the consent agenda. The motion received a second from Vice Mayor Cohen and all voted in favor with Commissioner Karukin, and Commissioner Gielchinsky absent.

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

**June 9, 2016 Budget Workshop Minutes**

**June 14, 2016 Regular Commission Meeting Minutes**

**June 22, 2016 Special Commission Code Compliance Process and Priorities Meeting Minutes**

**B. Budget to Actual Summary as of April 30, 2016 – Guillermo Olmedillo, Town Manager**

**\*C. Town Manager's Report – Guillermo Olmedillo, Town Manager Page 32 - 40**

1. See Click Fix
2. Development Applications
3. Code Compliance Cases
4. Prohibitions Regarding the Sale or Use of Expanded Polystyrene Food Service Articles
5. Code Compliance Workshop
6. Parks and Recreation Capital Project
7. Police Department June Significant Incidents/Arrests
8. Fourth of July
9. Parking Enforcement Officer Willie Perez
10. Click It or Ticket Campaign
11. Police Events
12. New Recycling Program
13. Information Technology and TV Broadcasts

**\*D. Town Attorney's Report** – Linda Miller, Town Attorney (Item pulled by Commissioner Gielchinsky)

Commissioner Gielchinsky spoke about the workforce housing ordinance and Manager Olmedillo gave an overview of the item.

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

Commissioner Gielchinsky made a motion to direct the Town Manager to voice on Surfside's behalf our practical concerns about the implementation of the proposed County ordinance and the difficulties the town of Surfside would have in complying with the ordinance and in opting out of the ordinance as proposed and our concept of home rule which wants to be controlled locally. The motion received a second from Vice Mayor Cohen and all voted in favor with Commissioner Karukin absent.

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

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

- May 16, 2016 Parks and Recreation Committee Meeting Minutes

**F. FY 2015/2016 Budget Amendment Resolution** – Guillermo Olmedillo, Town Manager

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING THE ANNUAL BUDGET RESOLUTION ADOPTED FOR FISCAL YEAR OCTOBER 1, 2015 TO SEPTEMBER 30, 2016; FOR THE PURPOSE OF AMENDING THE ANNUAL BUDGET IN THE CAPITAL PROJECTS FUND, POLICE FORFEITURE FUND, AND SOLID WASTE FUND; PROVIDING FOR APPROVAL AND AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

Approved on consent.

#### 4. Ordinances

##### A. Second Reading Ordinances

1. **Special Events Ordinance**– Guillermo Olmedillo, Town Manager

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA; AMENDING CHAPTER 35 ARTICLE I “SPECIAL EVENTS”; CREATING SECTION 35-5. “SPECIAL EVENTS INVOLVING THE COMMERCIAL USE OF SINGLE-FAMILY RESIDENTIAL PROPERTIES PROHIBITED”; PROVIDING FOR ENFORCEMENT AND PENALTIES FOR VIOLATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Clerk Sandra Novoa read the title of the ordinance.

Town Manager Olmedillo said pages 58-63 should not be added as those pages are part of a resolution. The Mayor asked that we amend the provision as to the banning of a one-year penalty and give the Town Manager more flexibility on dealing with habitual violators as to more than one-year ban. Manager Olmedillo asked that we replace the word police officer and change it to code compliance officer. Vice Mayor Cohen suggested that violators be shut down and Town Planner Sinatra gave more details on zoning codes and the comprehensive plan relating to this item. Commissioner Paul asked the Town Manager what he suggests as to the one-year ban and he suggested three years.

The Mayor opened the public hearing.

Public Speaker Jeffrey Platt said his concerns were addressed to his satisfaction by the Town Planner.

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

Mayor Dietch said in paragraph D subpart 1 subpart C he wishes to add that after the third violation, violators shall be suspended from obtaining a permit for future events for a period of not less than one or more than three years as determined by the Town Manager or its designee from the date of the violation.

In subpart D 4, instead of any town police officer is changed that any code compliance officer can issue violations.

Vice Mayor Cohen made a motion to accept with changes made by the Mayor. The motion received a second from Commissioner Paul and all voted in favor with Commissioner Karukin, and Commissioner Gielchinsky absent.

## **B. First Reading Ordinances**

### **1. Sign Definition Modification Ordinance – Sarah Sinatra, Town Planner**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 “ZONING”; SECTION 90-69. DEFINITIONS; AMENDING THE DEFINITION OF “AREA” OF A SIGN TO INCLUDE THE SUPPORTING STRUCTURE WITHIN THE MAXIMUM ALLOWABLE SIGN AREA; AMENDING THE DEFINITION OF “MONUMENT SIGN” TO ADD THAT THE BASE OF THE SIGN IS INDEPENDENT OF THE WALL, ENTRY FEATURE OR FENCE; 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 Sinatra presented the item.

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

### **2. Roof Pitch Ordinance – Sarah Sinatra, Town Planner**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 “ZONING”; SECTION 90-44. “MODIFICATIONS OF HEIGHT REGULATIONS”; SPECIFICALLY AMENDING SECTION 90-44.1 TO INCLUDE ROOF PITCHES AS AN ARCHITECTURAL ELEMENT WHICH MAY BE ERECTED TO A REASONABLE AND NECESSARY HEIGHT, CONSISTENT WITH AND NOT TO EXCEED LIMITATIONS AS SPECIFIED IN THE CODE; 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 Sinatra presented the item.

Vice Mayor Cohen made a motion to approve. After discussion, Vice Mayor Cohen withdrew the motion to approve.

Vice Mayor Cohen made a motion to defer the item. The motion received a second from Commissioner Paul and all voted in favor with Commissioner Karukin, and Commissioner Gielchinsky absent.

**3. Beach Furniture Ordinance – Linda Miller, Town Attorney**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING ARTICLE II “LOCAL BUSINESS TAX RECEIPT” OF CHAPTER 70 “TAXATION” AND SPECIFICALLY AMENDING “SECTION 70-41 “LOCAL BUSINESS TAX SCHEDULE”; AMENDING CHAPTER 86 “WATERWAYS”; ARTICLE II, “PUBLIC BEACHES”, SPECIFICALLY AMENDING SECTION 86-26 “DEFINITIONS”; AMENDING SECTION 86-27 “INTENT OF ARTICLE”; CREATING SECTION 86-30 “BEACH FURNITURE”; CREATING SECTION 86-31 “BEACH FURNITURE PERMIT”; CREATING SECTION 86-32 “PERMIT CONDITIONS”; CREATING SECTION 86-33 “INDEMNIFICATION AND INSURANCE”; CREATING SECTION 86-34 “CIVIL FINES AND PENALTIES; DENIAL OF FUTURE PERMITS TO REPEAT VIOLATORS”; CREATING SECTION 86-35 “RIGHTS; PAYMENT OF FINE; RIGHT TO APPEAL; FAILURE TO PAY CIVIL FINE OR TO APPEAL”; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Clerk Sandra Novoa read the title of the ordinance.

Commissioner Gielchinsky made a motion to approve. The motion received a second from Vice Mayor Cohen. After the public hearing and discussion, the motion failed as all voted in opposition with Commissioner Karukin absent.

The Mayor opened the public hearing.

Public Speakers:

-Deborah Cimadevilla thanked the Town Manager for the 20 ft. clearance and the no storage on the beach. She stressed the beach is a public beach and there is preplacement of rows of chairs and some advertisement by hotels that there is a private beach. She stated that rows of unused chairs are not fair to the residents of Surfside. She would like the ordinance to include that if asked the vendor must remove empty chairs so the public could use the space.

-Victoria Saik said she took a walk on the beach near the Fontainebleau and mentioned all the vendors, chairs, storage, tiki huts, etc. on the beach. She wants to hear a detailed plan from the town as to how to keep the beach free of this and keep the beach for the public.

-Jeffery Platt said the State has a regulation of no storage on the beach and developers have ignored it because it has not been enforced. Storage ruins the dune system. He foresees a sea of lounge chairs with no room to play.

-Larisa Alonso agrees with the residents who spoke before her. Placement of chairs should be as needed only. She asked for protection of the beach.



- Marianne Meischied said the ordinance should include upland property only.
  - Joel Simmonds representing the Grand Beach Hotel said he has met several times with town officials and they have complied and limited their setup and recycled empty chairs during the day to work with the town. He believes the ordinance oversteps the line and is not in favor of the ordinance.
  - Stephen Halpert has doubts that the town has the authority to enact the provisions stated in the ordinance. In addition, he has noted much beach erosion over the years and the beach needs rebuilding.
  - Michael Kasdan representing the Surf Club agrees with the last two speakers. He had a visual presentation as to what this ordinance would do. John Shubin representing the Surf Club went over the legal aspects of the ordinance and which he believes can be very problematic.
  - George Kousoulas spoke about the authority the town has as to health, safety and welfare of its citizens. He feels the ordinance needs to be revised and explained why.
- No one else wishing to speak, the Mayor closed the public meeting.

Commissioner Paul presented a video of previous meetings and what was originally planned by the Town Manager which she feels was the right way to go.

Passing the gavel, Mayor Dietch made a motion to take Item 9C next. The motion received a second from Commissioner Gielchinsky and all voted in favor with Commissioner Karukin absent.

Passing the gavel, Mayor Dietch made a motion to extend the meeting one hour. The motion received a second from Vice Mayor Cohen and all voted in favor with Commissioner Karukin absent.

Commissioner Paul said there are four classes of beach users and each should get 25% of beach use. Commissioner Gielchinsky said the beach is 100% the publics and 100% State ruled and is concerned that this ordinance goes beyond what we can legally do. Commissioner Paul and Commissioner Gielchinsky were not in agreement with each other. The Mayor tried to bring more unity and stability on the subject and said we cannot please everyone. There was much discussion on the item.

Commissioner Gielchinsky made a motion to direct the Town Manager and staff and Attorney as appropriate to come back to us with the answer to this question only: Can the Town Manager through an individualized beach management plan system account for all of the relative stakeholders and interests who may wish to operate a commercial beach furniture concession operation on the beach, both owners on the East side of Collins and on the West side of Collins, and all others who may be affected and all others who may choose to develop in the future on the East side of Collins, on the West side of Collins and all those who may be affected. The motion received a second from Vice Mayor Cohen and all voted in favor with Commissioner Karukin absent.

## 5. Resolutions and Proclamations

### A. Sid Tepper Street Designation – Guillermo Olmedillo, Town Manager

**A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA, CO-DESIGNATING 89TH STREET AS “SID TEPPER STREET”; DIRECTING THE TOWN CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO MIAMI-DADE COUNTY COMMISSIONER SALLY HEYMAN FOR SPONSORSHIP OF A RESOLUTION FOR CONSIDERATION AND APPROVAL BY THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS; PROVIDING FOR APPROVAL; PROVIDING FOR IMPLEMENTATION AND AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Clerk Sandra Novoa read the title of the resolution.

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

## 5. Good and Welfare

Mayor Dietch opened the meeting to Good and Welfare.

Public Speakers:

-Jeffery Platt said he now lives across the street from a hotel that has some guests that are loud and rowdy. He finds beer cans and condoms on the beach on 92<sup>nd</sup> Street. He spoke of his participation on various town committees and of being a concerned citizen along with many other residents who serve, participate and attend meetings. He was very upset at a member of the Commission who referred to them as a vocal minority and finds it very disrespectful.

-Marianne Meischied spoke about the 92<sup>nd</sup> Street beach end which is in need of repair as the Marriott has put money aside for this and asked if the town has a plan to fix it.

-Larisa Alonso spoke about the 91<sup>st</sup> street plan for underground utilities, sidewalks and shade trees. She had a visual presentation and said underground utilities is not good because of flooding in that area and FPL does not recommend underground utilities which are prone to flooding. Deborah Cimadevilla continued the presentation and said adding concrete sidewalks will take away their parking spaces.

-George Kousoulas spoke about the dune system which is unique. He believes they are being over manicured especially the sea grapes and asked about the cut through in the dunes in front of the Chateau and was it approved. He also spoke about the 92<sup>nd</sup> Street beach entrance that needs improvement and that the Marriott has put money toward it and asked what is the town's plan.

-Nick Wijoh spoke in favor of streetscape, undergrounding utilities, sidewalks and shade trees.

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

Commissioner Paul asked the Town Manager to respond to the issue of the beach entrance on 92<sup>nd</sup> Street. Manager Olmedillo said that Director Kroll had spoken at length with Ms. Meischied and thought the matter was taken care of. Director Kroll spoke and said the mold was removed and they do periodic checks. As to the seawall he said there is no schedule as to when it will be done. The Mayor said when they have enough funds they will work on it and mentioned that some funds have been provided by the Marriott. He asked the Town Manager to come back with a plan next month as to what we may be able to do with the funds we do have. As to the cut through the Manager said there was a DEP permit obtained and Surfside has no jurisdiction over it.

Vice Mayor Cohen addressed the reference that a member of the Commission was having meetings with developers. He said he had met with developers and with Mr. Platt and any meetings were only with the interest of the town. He also mentioned decorum at meetings and that anyone who is not acting respectfully will be asked to leave. He gave an overview of the sand issue and said we have to move forward on this issue as there are more important items to deal with and we have to maximize our efforts.

Commissioner Gielchinsky was appreciative of the turnout this evening and thanked them for expressing their views and urged them to continue coming to town meetings. He also said public should look into ClickFix.

The Mayor addressed some of the issues and said not all sidewalks are the same as the traditional concrete. He would like the 91st Street and Abbot looked into as it is a low area and see what can be done.

Commissioner Paul thanked Ms. Alonso and Ms. Cimadevilla for their photo presentation on the flooding in their area.

As a point of privilege, Commissioner Gielchinsky asked to pull Item 3D from the agenda as he was not here for the beginning of the meeting.

Passing the gavel, Mayor Dietch made a motion to reconsider the motion to approve the consent agenda. The motion received a second from Vice Mayor Cohen and all voted in favor with Commissioner Karukin absent for the vote.

Passing the gavel, Mayor Dietch made a motion to approve the consent agenda minus the pulled Item 3D. The motion received a second from Vice Mayor Cohen and all voted in favor with Commissioner Karukin absent.

The Mayor then continued with Item 9B.

## **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. Comprehensive Annual Financial Report (CAFR) for the Fiscal Year Ended September 30, 2015 – Guillermo Olmedillo, Town Manager**

A representative from the auditors gave a brief report on the item. Town Manager Olmedillo expressed his appreciation to staff and Director Nelson for a job well done.

#### **B. Miami Dade County Board of County Commissioners – Two Historic Preservation Ordinances passed June 7, 2016 – First Reading –**

Guillermo Olmedillo, Town Manager

Public Speakers:

-Esther Superstein said her property has been designated by the Historic Society and they have had problems dealing with them and getting answers and feels the town should have control over these properties.

-Rick Superstein said his family has invested and cleaned up these properties and would like to retain their values.

Commissioner Paul made a motion that Good and Welfare be moved to 8:30 p.m. The motion received a second from Vice Mayor Cohen and all voted in favor with Commissioner Karukin, and Commissioner Gielchinsky absent.

Public Speaker Neisen Kasdin representing the Supersteins spoke of the problems facing them. He is asking the town to ask the County to be deferred as new legislation is in process which may give the towns the option of governing their own historic areas.

Manager Olmedillo said he received communication from Stan Price supporting Mr. Kasdin.

Public Speaker George Kousoulas feels the Supersteins are not being treated fairly by the process. If given the opportunity, he urges the town to bring the control back to Surfside.

Commissioner Paul made a motion to defer this item until further research is done. The motion died for a lack of a second.

The Mayor explained that the town has taken specific action considerate of the situation the Supersteins or others that find themselves in. Town Planner Sinatra gave more information on the item and hardships one may face.

Town Manager Olmedillo was asked to continue to engage with Miami-Dade County and to use the Historic Preservation staff to help us in making a decision. Also to advise them that their historic preservation decision may be right for them but it is not right for the town of Surfside. We would like to wait for the County's decision and need more time (six months) to evaluate and whether we can opt out or not. Commissioner Paul is in favor of these buildings being designated as historic.

Commissioner Gielchinsky arrived at 8:35 p.m.

The Mayor paused the discussion to go to Good and Welfare.

Passing the gavel, the Mayor made a motion that the Town Manager engage with Miami Dade Commission to see whether we can opt out and the town to use the Historic Preservation staff for support and communicate with them asking for not more than six-month deferral on any decision in order to sort this out. The motion received a second from Vice Mayor Cohen and the motion carried 3/1 with Commissioner Paul voting in opposition. Commissioner Karukin was absent.

- C. Procedures to Regulate the Submittal of Electronic Presentations to the Town Clerk Prior to a Public Meeting** – Guillermo Olmedillo, Town Manager  
Manager Olmedillo presented the item.

Passing the gavel, the Mayor made a motion that requests for presentations which may require electronic equipment for a regular Commission Meeting is submitted to the town by noon Friday prior to the meeting date. All other meetings it is close of business day, two business days prior to the meeting.

Commissioner Paul noted that some people who do not regularly attend meetings may not be aware of this and if they have a presentation if with permission of the Commission we can accommodate them. The Mayor said he would announce it at meetings, and put it on the town website and in the Gazette.

The Mayor amended the motion to add that this become an ordinance. The motion received a second from Commissioner Gielchinsky and all voted in favor with Commissioner Karukin absent.

**10. Adjournment**

The meeting adjourned at 12:07 a.m.

Respectfully submitted,

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2016

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

Attest:

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



**Town of Surfside  
Town Special Commission Meeting  
Proposed Budget  
MINUTES  
July 20, 2016  
5 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 5:00 p.m.

**B. Roll Call of Members**

Human Resources Director Yamileth Slate-McCloud called the roll with the following members present: Mayor Daniel Dietch, Vice Mayor Barry Cohen, Commissioner Tina Paul and Commissioner Michael Karukin. Commissioner Daniel Gielchinsky was absent.

Commissioner Daniel Gielchinsky arrived at 5:11 p.m.

**C. Pledge of Allegiance**

Police Chief Allen led the Pledge of Allegiance

**D. Presentation/Overview of FY 16/17 Budget – Guillermo Olmedillo, Town Manager and Donald Nelson, Finance Director**

Director Nelson had a visual presentation with budget details and gave highlights. There was a very strong growth in property and home values. He is proposing the same millage rate this year of 5.0293. He explained how the assessed value of a home is determined as well as future hearings and final date of presenting the budget.

**E. Proposed Operating Millage Rate – Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, DETERMINING A PROPOSED OPERATING MILLAGE RATE, DETERMINING THE CURRENT YEAR ROLLED-BACK RATE; ESTABLISHING THE DATE, TIME AND PLACE FOR THE FIRST AND SECOND PUBLIC BUDGET HEARINGS AS REQUIRED BY LAW; DIRECTING THE TOWN CLERK TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER OF MIAMI-DADE COUNTY PURSUANT TO THE REQUIREMENTS OF FLORIDA STATUTES AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE FOR THE STATE**

**OF FLORIDA; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Human Resources Director Yamileth Slate-McCloud read the title of the resolution.

Commissioner Karukin spoke regarding the \$30,000 cost analysis to underground utilities, sidewalks and shade trees and he was not in favor of doing an analysis for just one street (91<sup>st</sup> Street) but feels it should be city wide and what the cost of analysis city wide would be. He also did not like it bundled up but each prefers item to be separate. Mayor Dietch said there may be options regarding sidewalks and they may be able to get help from the County. He also spoke about undergrounding utilities and this has begun in parts of Surfside and since we do not have the funds to do this town wide we may be able to do this on Surfside Blvd. Commissioner Paul would like to see these funds reallocated to the educational assistance program instead of an analysis. Commissioner Karukin was in agreement.

Commissioner Karukin also spoke about the new recycling program and the finances involved. Manager Olmedillo and Director Nelson gave any explanation. Commissioner Karukin had questions about the resort tax and the cost for promotional activities which has increased. Where tourism income goes should be made clearer to residents as these monies support many activities for residents such as in the Parks and Recreation Dept. The Commissioner also asked about the amount we have in reserves and would like to see an increase in our reserves. Director Nelson believes it will grow once the Surf Club and Marriott are on the tax rolls. Commissioner Karukin thanked the finance staff for presenting the budget in a way which was very easy to understand.

Vice Mayor Cohen speaking of funds in reserves said our neighboring cities have much more than us. He also believes we should look into ways of increasing income and put it in our reserves. Commissioner Karukin said over the years they have increased the reserve funds.

Mayor Dietch said future planning is essential and should be measured with good development. The Vice Mayor said we should not be talking about construction fatigue as we are just beginning to grow and this is a positive thing for the town as we want to become financially independent. Commissioner Paul said we have to pay attention to the residents and listen to what they want. Mayor Dietch spoke about citizen satisfaction surveys.

Vice Mayor Cohen made a motion to approve the millage rate of 5.0293. Mayor Dietch made a friendly amendment to include \$30,000 in educational assistance funds, one Community Service Aide, \$15,000 citizen's satisfaction survey, and to re-title the \$30,000 cost analysis to underground utilities, sidewalks and shade trees, to match it to the streetscape planning and zoning. The Vice Mayor accepted the friendly amendment. The motion received a second from Commissioner Karukin and all voted in favor.



The Mayor opened the public hearing.

Public Speaker

-Deborah Cimadevilla spoke about undergrounding utilities and said in her area (91<sup>st</sup> Street) there is a great deal of flooding and undergrounding utilities is not a good idea. She also said adding sidewalks will cause them to lose their parking spaces.

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

**2. Adjournment**

The meeting adjourned at 6:18 p.m.

Respectfully submitted,

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2016

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

Attest:

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

**TOWN OF SURFSIDE, FLORIDA  
MONTHLY BUDGET TO ACTUAL SUMMARY  
FISCAL YEAR 2015/2016**

**AS OF** May 31, 2016

**67% OF YEAR EXPIRED (BENCHMARK)**

Agenda Item #

Page

1 of 3

Agenda Date: August 9, 2016

GOVERNMENTAL FUNDS	ACTUAL	ANNUAL BUDGETED	% BUDGET
<b>GENERAL FUND</b>			
REVENUE	\$10,727,262	\$12,781,002	84%
EXPENDITURES	8,159,988	\$12,781,002	64%
Net Change in Fund Balance	2,567,274		
Fund Balance-September 30, 2015 (Audited)	5,905,726 <sup>A</sup>		
Fund Balance-May 31, 2016 (Reserves)	<u>\$ 8,473,000</u>		
<b>RESORT TAX (TEDAC SHARE)</b>			
REVENUE	\$ 404,391 <sup>B</sup>	\$661,870	61%
EXPENDITURES	292,645	\$661,870	44%
Net Change in Fund Balance	111,746		
Fund Balance-September 30, 2015 (Audited)	339,396		
Fund Balance-May 31, 2016 (Reserves)	<u>\$ 451,142</u>		
<b>POLICE FORFEITURE/CONFISCATION</b>			
REVENUE	\$ 37,612	\$80,000	47%
EXPENDITURES	33,199	\$80,000	41%
Net Change in Fund Balance	\$ 4,413		
Fund Balance-September 30, 2015 (Audited)	113,431		
Fund Balance-May 31, 2016 (Reserves)	<u>\$ 117,844</u>		
<b>TRANSPORTATION SURTAX</b>			
REVENUE	\$ 136,653	\$366,769	37%
EXPENDITURES	179,161	\$366,769	49%
Net Change in Fund Balance	(42,508)		
Fund Balance-September 30, 2015 (Audited)	440,662		
Fund Balance-May 31, 2016 (Reserves)	<u>\$ 398,154</u>		
<b>CAPITAL PROJECTS</b>			
REVENUE	\$ 114,296	\$272,896	42%
EXPENDITURES	68,794	\$272,896	25%
Net Change in Fund Balance	45,502		
Fund Balance-September 30, 2015 (Audited)	182,903		
Fund Balance-May 31, 2016 (Reserves)	<u>\$ 228,405</u>		

**NOTES:**

\* Many revenues for May 2016 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. Includes \$183,442 of Prepaid Expenses. The balance of \$3,722,284 is unassigned fund balance (reserves).

B. Resort Tax Revenues total collected through April 2016 is \$1,181,251 (\$404,391 is the TEDAC and \$776,860 is the General Fund).

**ENTERPRISE FUNDS**

**ACTUAL**

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

**WATER & SEWER**

REVENUE	\$ 1,975,430	\$3,098,177	64%
EXPENDITURES	1,398,976	\$3,098,177	45%
Change in Net Position	576,454		
Unrestricted Net Position-September 30, 2015 (Audited)	(2,705,871)		
Restricted Net Position	1,765,319		<b>C1</b>
Unrestricted Net Position-May 31, 2016 (Reserves)	\$ (364,098)		<b>C2</b>

**MUNICIPAL PARKING**

REVENUE	\$ 777,540	\$1,083,476	72%
EXPENDITURES	649,178	\$1,083,476	60%
Change in Net Position	128,362		
Unrestricted Net Position-September 30, 2015 (Audited)	1,089,165		
Unrestricted Net Position-May 31, 2016 (Reserves)	\$ 1,217,527		

**SOLID WASTE**

REVENUE	\$ 1,089,176	\$1,918,784	57%
EXPENDITURES	1,201,586	\$1,918,784	63%
Change in Net Position	(112,410)		
Unrestricted Net Position-September 30, 2015 (Audited)	340,391		
Unrestricted Net Position-May 31, 2016 (Reserves)	\$ 227,981		

**STORMWATER**

REVENUE	\$ 331,034	\$678,848	49%
EXPENDITURES	280,470	\$678,848	41%
Change in Net Position	50,564		
Unrestricted Net Position-September 30, 2015 (Audited)	4,051,768		
Restricted Net Position	347,140		<b>C3</b>
Unrestricted Net Position-May 31, 2016 (Reserves)	\$ 4,449,472		

**NOTES:(con't)**

**C1.** The Restricted Net Position of \$1,765,319 includes \$1,522,319 for renewal and replacement, and \$243,000 for State Revolving Loan reserves.

**C2.** The reserves balance of (\$364,098) is the result of a change in current net position as of May 2016 of \$576,454 net position as of September 30, 2015 of (\$2,705,871) includes Restricted Net Position of \$1,765,319.

**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  
**\*\*ATTACHMENT**

  
 Guillermo Olmedillo, Town Manager

**Town of Surfside  
Fund Balance (Reserves)**

**5/31/2016**

FUND	9/30/2013	9/30/2014	9/30/2015	5/31/2016
General	\$ 5,304,042	\$ 6,366,391	\$ 5,905,726	\$ 8,473,000
Resort Tax	94,497	180,297	339,396	451,142
Police Forfeiture	138,143	159,626	113,431	117,844
Transportation Surtax	131,475	396,740	440,662	398,154
Capital	255,263	849,445	182,903	228,405
Water & Sewer	(5,261,333)	(3,501,884)	(2,705,871)	(364,098)
Parking	1,066,574	1,000,355	1,089,165	1,217,527
Solid Waste	227,274	116,662	340,391	227,981
Stormwater	2,520,512	3,838,412	4,051,768	4,449,472
<b>Total</b>	<b>\$ 4,476,447</b>	<b>\$ 9,406,044</b>	<b>\$ 9,757,571</b>	<b>\$ 15,199,427</b>



## TOWN MANAGER'S REPORT AUGUST 2016

### COMMUNITY PROGRAMS / INITIATIVES / ENHANCEMENTS

1. **See Click Fix** -- Report attached.

### PLANNING, ZONING AND DEVELOPMENT

#### 2. **Development Applications**

A. 9133-9149 Collins Avenue – A site plan application for the Surf Club II has been received and a Development Review meeting was held on September 4, 2015. The plans include restoring a 16 dwelling unit historic building (the Seaway Villas) and adding a 34 unit, 12 story building immediately north of the Surf Club I. The plans were resubmitted on March 18. The second Development Review meeting was held on April 18, 2016. A DIC meeting was held on July 27, 2016. The item will be scheduled for the August Planning and Zoning Board meeting.

B. 9011 Collins Avenue – A site plan amendment application for the northwest building at the Surf Club has been received. A Development Review meeting was held on May 16, 2016. Once the plans are revised and resubmitted, a second Development Review meeting will be scheduled.

C. 9300 Collins Avenue – A site plan application for 68 townhouse units, replacing 101 multifamily units, has been submitted. A Development Review meeting was held on March 10, 2016. A second Development Review meeting was held on April 27, 2016. A DIC meeting was held on May 23, 2016 and Planning and Zoning was held on July 18, 2016. A Commission meeting has not been set yet.

D. 8851 Harding Avenue – A site plan application for 23 units was submitted in 2014. A Development Review meeting was held in January 2015. No resubmittal has been received to date.

E. 8955 Collins – A site plan application for a 16 unit, 12 story condominium has been received. A Development Review meeting was held on June 20, 2016. A second Development Review meeting was held on July 27, 2016. A DIC meeting will be scheduled.

### TOWN DEPARTMENTS

#### **Code Compliance**

#### 3. **Code Compliance Cases**

- A. Code Violation Cases –The total number of open cases being managed at this time is 182, of which 140 are still under investigation/working towards compliance, 27 are in the Special Master hearing queue, and 15 cases have been liened and remain unpaid.

- B. Harding Avenue Commercial Property Maintenance Cases – between March 22 and April 4, 2016, the Code Compliance Division opened thirty (30) commercial property maintenance violations relating to the Harding Avenue businesses. Of these cases, 28 violations have been closed by compliance, 1 violation has been scheduled for a hearing before the Special Master, and 1 case is still open but working towards compliance by the property owner and their tenants.
- C. Collected Civil Penalty Fines - unresolved Code Compliance cases accrue fines until the code violation is resolved. After the violation is abated, then the property owners are notified to remit the fine amount due. In many cases, the fine amount is either paid, resolved via a settlement agreement, or referred to the Town's Special Master for a hearing and ruling on the fine amount due. The following is a summary by fiscal year of the fine amounts collected:
- FY 15/16: 123 cases have submitted payments totaling \$126,784 (thru July 22, 2016)  
FY 14/15: 26 cases paid/settled for a total of \$86,869  
FY 13/14: 6 cases paid/settled for a total of \$67,293  
FY 12/13: 9 cases paid/settled for a total of \$15,750  
FY 11/12: 8 cases paid/settled for a total of \$16,875

## **Police Department**

### **4. State of Florida Department of Transportation/Surfside Meeting**

On Friday July 22, Town Manager Guillermo Olmedillo, Public Works Director Joseph Kroll and Police Chief David Allen met with FDOT District Six Secretary James Wolfe and Assistant Traffic Operations Engineer Ramon Sierra at FDOT Headquarters, 1000 NW 111<sup>th</sup> Avenue, Miami to discuss certain traffic/parking issues in Surfside.

#### **Items discussed:**

- Additional parking spaces along the west side of the 8800 and 8900 blocks of Collins Avenue. FDOT has no objection but advised that a public meeting is required to notify residents. FDOT also stated there is a cost to remove the current striping and asphalt. A cost estimate will be provided to Surfside by August 22, 2016.
- A crosswalk or traffic signal on Collins Avenue at 91<sup>st</sup> Street. FDOT has completed several traffic engineering studies at this location and it does not meet the minimum criteria. FDOT recommended a new study after the Surf Club and market/ parking garage are open for business.
- 90<sup>th</sup> Street and Harding Avenue diverter to allow access and egress from the west side of Harding at 90<sup>th</sup> Street but prevent traffic from crossing eastbound or westbound due to dangerous curve. FDOT will review the intersection.
- Simulation studies of specific traffic intersections in Surfside. FDOT will provide a cost estimate.
- 96<sup>th</sup> Street and Abbott Avenue traffic signal. FDOT recommends 1200 feet between traffic signals. The distance between a traffic signal at Abbott Avenue and Harding Avenue is about 300 feet. FDOT will not approve this traffic signal even if Abbott Avenue is changed to three lanes (one southbound and two northbound).

### **5. July 2016 Significant Incidents/Arrests**

Motor Vehicle Theft Arrest - 07/04/2016: 9300 block of Harding Avenue. The driver was arrested.

Auto Burglaries- 07/08/2016: Bay Drive, 91<sup>st</sup> Street, Emerson Avenue, Froude Avenue, 93<sup>rd</sup> Street, Dickens Avenue. The incidents are under investigation.

Death Investigation - 07/25/2016: 9000 block of the beach. Cause of death is pending toxicology reports.

## **6. Department of Highway Safety and Motor Vehicles DAVID Audit: Site Visit Report**

Audit Date: March 1, 2016 - Final Report: July 8, 2016

Quarterly Quality Control Process: The Department found that Surfside Police Department complies with requirements. The auditor found that the agency has currently conducted Quarterly Reviews and updates user's access permissions upon separation. The Department recommends that the agency continue to update user's access permissions immediately upon separation, document this action, and complete Quarterly Reviews.

Confidential and Criminal Sanctions Acknowledgement: The Department found that Surfside Police Department complies with requirements by conducting training with the users, maintaining acknowledgement via the DAVID system, and electronically signed acknowledgement forms for each user. The Department has no recommendations.

Dissemination: The Department found that the Surfside Police Department complies with requirements and has procedures in place to prevent unauthorized dissemination. The Department has no recommendations.

Security of Information/User Access and Permissions: The Department found that the Surfside Police Department complies with requirements. The agency maintains secure areas and all computers are password protected. The Department has no recommendations.

Misuse: The Department found that the Surfside Police Department complies with requirements. The Department has no recommendations.

Randomly Selected Audits: The Department found that Surfside Police Department complies with requirements. The auditor reviewed the audit logs with the agency and discussed how to monitor usage effectively. The auditor located possible misuse of emergency contact information during this review. The Department further recommends the agency continue to monitor usage on a consistent basis to protect against misuse and increase the number of users reviewed

Recommendations: The Department recommends the agency continue to monitor usage on a consistent basis to protect against misuse, increase the number of users reviewed, and document any found misuse. Surfside Police Department has notified the Department of Emergency Contact misuse on March 8, 2016.

## **7. Installation of Traffic Control Enhancements**

As part of the on-going traffic control enhancements in the Town of Surfside, Stop Bar Reflectors have been installed at the intersections along 91<sup>st</sup> Street. These reflectors illuminate a red LED light that flashes and warns motorists to prepare to stop at these locations. These devices are an effective means of mitigating traffic crash occurrences and are provided by the Town as a safety measure for motorists and pedestrians.



## 8. Personnel Transfers

Effective July 25, 2016, Detective Kemuel Gambirazio was transferred to the Criminal Investigations Unit and reports to Sergeant Rory Alberto.

Effective August 15, 2016, Sergeant Marian Cruz will be transferred to Patrol Squad C and report to Captain Yero.

## 9. Police Events

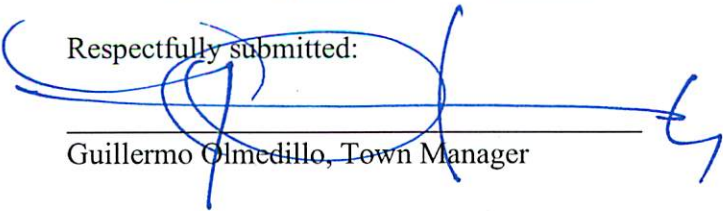
- NRO Dianna Hernandez assisted the North Bay Village Police Department on August 2, 2016 with their National Night Out event.
- The Police Teen Summer Program concluded on August 4, 2016 with a graduation ceremony and luncheon for the teenagers at the Community Center.
- The Surfside Police Department implemented CarFit, a free community program to help senior drivers stay safe on the road on August 5. NRO Dianna Hernandez coordinated this event.
- On August 12, 2016, law enforcement agencies from three counties will meet at Homestead Speedway from 10:00 a.m. to 1:00 p.m. to discuss traffic safety issues in South Florida. This is an important meeting as changes to the LEL Program, Arrive Alive Florida, and traffic safety campaign schedule will be discussed. Sergeant Patrick McKenna will attend and represent the Surfside Police Department.
- The Surfside Police Department will host a Mobile Department of Motor Vehicles event for residents to apply for and renew their driver's licenses on August 17, 2016 from 9:30 a.m. to 2:30 p.m. in the Police Training Room.
- Coffee with the Cops is August 26, 2016 at Starbucks at 10:00 a.m.
- The monthly Bike with the Chief is August 31, 2016 at Town Hall at 5:00 p.m.

## PROJECTS PROGRESS UPDATES

### 10. Information Technology and TV Broadcasts

- IT has ordered Internet cables and various parts to reorganize and fix the server rack in the server room.
- IT has scheduled the email exchange upgrade to be completed in September.
- The Town has requested that IT put the camera stabilizing anti-shock project on hold until further notice.
- IT is working on obtaining quotes and information to relocate the podium and projector in the Chamber Conference room.
- The EOC Command Center was tested in July and all equipment was operational and ready for use in case of emergency or evacuation.

Respectfully submitted:

  
Guillermo Olmedillo, Town Manager



# Town of Surfside, FL

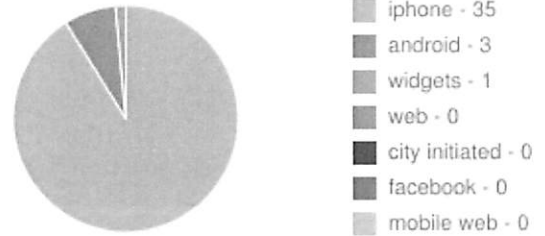
## Between Jul 01, 2016 and Jul 29, 2016

39 issues were opened

39 issues were closed

The average time to close was 10.7 days.

Issues by Source



SERVICE REQUEST TYPE	OPENED	CLOSED	DAYS TO CLOSE
Parking Issue	11	11	1.9
Beach Issue	9	9	5.3
Other	10	3	13.8
Code Compliance (Safety Concern)	4	8	6.4
Code Compliance (Violation)	2	5	48.8
Drainage/Flooding (PW)	2	2	5.6
Beach Patrol	1	1	0.0
96 Street Park (P & R)	0	0	0.0
Barking Dog	0	0	0.0
Community Center (P & R)	0	0	0.0
Construction Issues	0	0	0.0
Dead Animal	0	0	0.0
Dog Stations (P & R)	0	0	0.0
Graffiti (in park) (P & R)	0	0	0.0
Graffiti (PW)	0	0	0.0
Hawthorne Tot-Lot (P & R)	0	0	0.0
Police (Safety Concern)	0	0	0.0
Pothole (PW)	0	0	0.0
Solid Waste (Commercial) (PW)	0	0	0.0
Solid Waste (Residential) (PW)	0	0	0.0

Street lights (PW)	0	0	0.0
Surfside Dog Park (P & R)	0	0	0.0
Utilities (Water/Sewer) (PW)	0	0	0.0
Veterans Park (P & R)	0	0	0.0

# Town of Surfside, FL

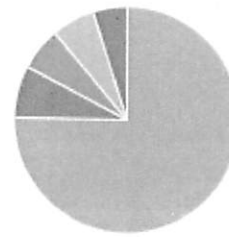
Between Feb 01, 2014 and Jul 29, 2016

399 issues were opened

387 issues were closed

The average time to close was 34.1 days.

Issues by Source




SERVICE REQUEST TYPE	OPENED	CLOSED	DAYS TO CLOSE
Other	108	100	19.4
Police (Safety Concern)	57	57	9.2
Beach Issue	52	51	13.8
Parking Issue	26	26	1.6
Code Compliance (Violation)	33	31	62.0
Street lights (PW)	26	26	217.8
Code Compliance (Safety Concern)	20	20	85.5
Drainage/Flooding (PW)	11	11	25.1
Surfside Dog Park (P & R)	8	8	1.1
Barking Dog	9	9	21.8
Utilities (Water/Sewer) (PW)	9	9	0.8
96 Street Park (P & R)	7	7	4.5
Construction Issues	7	7	4.8
Dog Stations (P & R)	5	4	0.2
Hawthorne Tot-Lot (P & R)	4	4	5.2
Pothole (PW)	4	4	5.6
Community Center (P & R)	3	3	0.1
Graffiti (PW)	3	3	25.2
Solid Waste (Residential) (PW)	3	3	4.3

Beach Patrol	2	2	0.0
Solid Waste (Commercial) (PW)	2	2	0.1
Dead Animal	0	0	0.0
Graffiti (in park) (P & R)	0	0	0.0
Veterans Park (P & R)	0	0	0.0



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

**DATE:** August 9, 2016

**SUBJECT:** Office of the Town Attorney Report for August 9, 2016

---

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

July 18, 2016 – Planning and Zoning and Design Review Board Meeting  
 July 18, 2016 – Parks and Recreation Committee Meeting  
 July 20, 2016 – Special Master Hearing  
 July 20, 2016 – Special Town Commission Meeting – Budget Meeting FY 2016/2017  
 July 26, 2016 – Ad-hoc Citizen Traffic Mitigation Advisory Committee Meeting  
 July 27, 2016 – Development Impact Committee – Surf Club II  
 August 1, 2016 – Tourist Board Meeting  
 August 9, 2016 – Town Commission Meeting

**Resolution prepared and reviewed for July 20, 2016 Proposed FY 2016/2017 Budget**

- Proposed Operating Millage Rate

**Ordinances for Second Reading:**

- Sheds
- Construction Hours

**Ordinances for First Reading:**

- Amending Rules of Procedure for Town Meetings

**Resolutions prepared and reviewed:**

- Hawthorne Tot Lot Renovation Project
- Repeal Resolution No. 07-1792 – Committee Rules and Procedures

**Town Commission/Town Manager:**

- Preparation for and attend Design Review Group meeting - Surf Club NW Building (Market Hall) Resubmittal
- Briefed new members of Ad Hoc Citizen Traffic Mitigation Advisory Committee on Sunshine Law, Public Records, and Ethics and Conflict of Interest
- Follow up with FDEP and municipalities on beach furniture regulation
- Review zoning and land use and referendum requirements for Abbott Lot site and Town Hall Lot site
- Met with Miami Dade Historic Preservation staff regarding a study to evaluate the historic significance of homes in the H30A, H30B and H30C Districts

**Town Clerk:**

- Review deadlines for Miami-Dade County for 2016 Ballot issues deadlines
- Review law and provide counsel regarding the telephonic participation of members in public meetings under extenuating medical circumstances

**July 18, 2016 Planning and Zoning and Design Review Board:**

***Planning and Zoning Board:***

***Quasi-Judicial Application:***

A. 9300-9380 COLLINS AVENUE

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA, PLANNING AND ZONING BOARD; RECOMMENDING APPROVAL OF A SITE PLAN TO PERMIT THE DEVELOPMENT OF PROPERTY LOCATED ON THE WEST SIDE OF COLLINS A VENUE BETWEEN

93RD STREET AND 94 STREET WITH THE ADDRESSES OF 9300-9380 COLLINS AVENUE FOR 68 TOWNHOUSE UNITS WITH CONDITIONS OF APPROVAL; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

- ORDINANCE: SHEDS

***Discussion Items:***

1. Sustainability Sub-committee
2. Future Agenda Items

***DESIGN REVIEW BOARD:***

***Design Review Board Applications:***

- A. 9441 Bay Drive - legalize an existing garage conversion
- B. 9040 Dickens Avenue - 612 square foot addition to the rear of the existing single family house
- C. 9233 Byron Avenue - legalize an existing garage conversion
- D. 9549 Carlyle Avenue - roof top deck
- E. 8874 Dickens Avenue - six foot high picket style fence along the north property line to enclose the backyard of the corner property
- F. 9425 Bay Drive – renovations of a garage conversion
- G. 300 Surfside Boulevard - legalize an existing garage conversion

***Quasi-Judicial Application:***

- A. 9300-9380 COLLINS AVENUE

**Building Department/Code Enforcement:**

- Review of Code Procedures and preparation for Special Master proceedings
- Reviewed noise ordinance and construction hours
- National Incident Management System FEMA training

**Parks and Recreation:**

- Review Playground Equipment for preparation of resolution and documents
- Review Party Rental agreement

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

- Review uses of resort tax

**Finance Department**

- Review and prepare resolution for proposed operating millage rate

**Public Works:**

- Follow up on undergrounding FPL and easements
- Follow up with FDEP and FDOT on 94<sup>th</sup> Street Right of Way improvements

**Police Department:**

- Review Third DCA opinion Aventura vs. Jimenez red light camera litigation

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

1. On June 28, 2014, Claimant alleges while walking in the east alley behind 9577 Harding Avenue she fell through a broken storm grate and sustained severe lacerations to her right leg. FMIT is investigating this claim.
2. Julien Deleon - Equal Employment Opportunity Commission (EEOC) Charge #510-2014-05171. Mr. Deleon has filed a Notice of Charge of Discrimination against the Town. The EEOC sent notification to Mr. Deleon of the right to institute a civil action under Title VII of the Civil Rights of 1964, as amended, 42 U.S.C. 2000e, et seq.
3. Claimant alleges a false arrest on June 1, 2014. FMIT is investigating this claim.
4. Pieter Bakker v. 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 a Third Amended Petition for Writ of Certiorari. The Town and Young Israel have filed a response to the Third Amended Petition for Writ of Certiorari and a request for Oral Argument. Mr.



Bakker has filed a reply. The Town and Young Israel have filed a request for Oral Argument.

5. Parker, et. al. v. American Traffic Solutions, et. al.: United States District Court for the Southern District of Florida Civil Action No. 1:14-CV-24010. This is a class action case brought by plaintiffs who have received red light traffic violations against vendors who contract with municipalities and counties for red-light camera services (American Traffic Solutions “ATS”, “Xerox State and Local Solutions “Xerox”, and Gatso) along with 69 municipalities and counties. The complaint alleges that the local government defendants have improperly outsourced to the vendors their legislatively granted authority to issue traffic citations and unlawfully delegated to the vendor defendants the authority to determine whether a traffic violation has occurred. The Town and other Defendants filed a Motion to Dismiss. The Court dismissed the federal claims, however, did not dismiss the claims for unjust enrichment, declaratory and injunctive relief. The Court has stayed the case during the pendency of an appeal and heard oral argument on June 14, 2016.
6. Henderson v. Police Officer Carrasquillo and Police Officer Fernandez. On May 12, 2015 a complaint was served stating that on December 11, 2010, Mr. Henderson was arrested for Battery on a Law Enforcement Officer, Disorderly Conduct and Resisting Arrest Without Violence. The complaint alleges malicious prosecution against the Officers. Discovery is ongoing.

Special Matters:

- Continued monitoring of new case law and legislation from Federal, State and County.
- Attended the Florida Municipal Attorney’s Association 35<sup>th</sup> Annual Seminar



**Town of Surfside  
Tourist Board  
Meeting Minutes  
May 2, 2016  
6:30 p.m.**

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

## Opening

### A. Call to Order

Duncan Tavares, TEDACS Director called the meeting to order at 6:30pm.

### B. Roll Call of Tourist Board Members

Board Member Barbara Cohen, Board Member Terry Cohen, Board Member Jessica Levinson, Board Member Marianne Meischeid, Board Member Jennifer Zawid, Town Manager Guillermo Olmedillo, Town Attorney Linda Miller, and Duncan Tavares, TEDACS Director, were present. A quorum was established. Vice Mayor Barry Cohen, Tourist Board Liaison, was absent with regrets.

#### 1. Welcome

Town Manager Guillermo Olmedillo thanked the Board members for their service and welcomed them to the new term.

#### 2. Board Member Introductions

Board Member Barbara Cohen, Board Member Marianne Meischeid, Board Member Terry Cohen, Board Member Jessica Levinson, and Board Member Jennifer Zawid gave brief introductions on their history in Surfside, experience in tourism and desire to be on the Board. Duncan Tavares, TEDACS Director, gave an overview of his role as it pertains to the Board, as well as the TEDACS department roles and responsibilities.

#### 3. Orientation

Town Attorney Linda Miller gave a presentation to the Tourist Board on Sunshine Laws, Public Records Laws, Standards of Ethical Conduct, Conduct and Procedure of Meetings and Corporate Seals usage.

#### 4. Resort Tax & the Tourist Board

Duncan Tavares, TEDACS Director, gave an overview on the history, purpose and usage of the Resort Tax. Board Member Terry Cohen asked who decides the budget for the Community Center and approval for additional projects. Duncan Tavares, TEDACS Director, responded that the Parks & Recreation Director presents a budget to the Town Commission annually for approval. He continued that additional projects would have to be researched and vetted if Resort Tax funds were being requested. Board Member Jennifer Zawid commented that she would like to know what the revenue could be used for as it increases. Duncan Tavares, TEDACS Director, responded that the Five Year Tourism Strategic Plan reflects appropriate uses of the fund as it increases. Board

Member Terry Cohen questioned if the clientele that the high-end properties will attract will use the the Surfside amenities. Duncan Tavares, TEDACS Director, responded that currently guests use the Community Center for the kids' pool but they have started to increase marketing to guests regarding their access to the various amenities and programs. Board Member Marianne Meischeid asked about the identification process for residents and tourists at the Community Center. Duncan Tavares, TEDACS Director, responded that residents show an ID with a Surfside address and tourists show a hotel bill with the dates of their stay and ID. Board Member Jessica Levinson agrees that tourists, especially traveling with families, would enjoy using Surfside parks. Board Member Jennifer Zawid inquired if the Town has a forecast of the Resort Tax that will be collected once the Four Seasons and Marriott are open. Town Manager Guillermo Olmedillo responded that they are currently working on new five-year predictions.

**5. Election of Tourist Board Chair, Tourist Board Vice Chair and Tourist Board Secretary**

Duncan Tavares, TEDACS Director, asked for nominations for Tourist Board Chair.

Board Member Barbara Cohen made a motion to nominate herself for Tourist Board Chair. Board Member Terry Cohen seconded the motion. The motion passed three votes affirmative, two votes negative. (Board Member Jessica Levinson also made a motion to nominate herself for Tourist Board Chair. Board Member Jennifer Zawid seconded the motion. The motion was withdrawn by Jessica Levinson.)

Chair Barbara Cohen made a motion to nominate Board Member Jessica Levinson for Tourist Board Vice Chair. Board Member Jennifer Zawid seconded the motion. The motion was passed unanimously. (Board Member Marianne Meischeid also made a motion to nominate herself for Tourist Board Vice Chair. The motion died due to the lack of a second.)

Board Member Terry Cohen made a motion to nominate Board Member Marianne Meischeid for Tourist Board Secretary. Board Member Jennifer Zawid seconded the motion. The motion was passed unanimously.

**6. Transmission of Unofficial Minutes**

Duncan Tavares, TEDACS Director, presented the minutes from the April 2016 Tourist Board.

**7. Five Year Tourism Strategic Plan / FY 15/16 Objectives**

Duncan Tavares, TEDACS Director, gave an overview of the current status of the Five Year Tourism Strategic Plan and the objectives for FY 15/16. He continued to present the marketing history and strategies of Surfside and the surrounding areas. Board Member Terry Cohen asked about the return on the marketing initiatives. Duncan Tavares, TEDACS Director, responded that marketing a destination is harder to measure but currently the goal is creating brand awareness. Board Member Terry Cohen asked if the Board ever considered having a Sister City. Duncan Tavares, TEDACS Director, gave an

historical insight into why the previous program was not embraced by the Board. He continued to give the Board an update on the current funds that are available for the remainder of FY 15/16. Secretary Marianne Meischeid requested the percentage of operating budget that is presently allocated for the reserve. Duncan Tavares, TEDACS Director, responded that on average 10% annually. Board Member Terry Cohen asked if it is possible to put a portion of the reserves aside for an event. Duncan Tavares, TEDACS Director, responded that it is possible, however he suggests looking into securing event sponsorship as opposed to solely expending the Tourist Board's funds and that an outside event company should be retained due to lack of manpower. He continued to provide the Board with insight on events. Chair Barbara Cohen commented that she would like to raise the issue of adding a second story on the Community Center. Board Member Jennifer Zawid inquired as to what ideas the 66% portion of Resort Tax could be used for. Duncan Tavares, TEDACS Director, responded that the Parks & Recreation Committee has an involved advisory role in creating and approving the vision for the projects and ideas pertaining to Parks & Recreation. In addition, the Town Commission retains final approval privilege. Town Attorney Linda Miller cautioned the Board members that their communication to Town Commissioners is covered under the Sunshine and Ethics information she previously identified. Duncan Tavares, TEDACS Director, reminded the Board that their spending authority covers the 34% not the 66%. Board Member Marianne Meischeid asked what the role of the Board Liaison is. Town Manager Guillermo Olmedillo responded that the Board Liaison is a messenger position to the Town Commission. Board Member Marianne Meischeid inquired as to the role and relationship of the Parks and Recreation Committee. Town Attorney Linda Miller responded that the Parks and Recreation Committee does not have spending authority and that the Committee makes recommendations for the Town Commission to vote on. Board Member Marianne Meischeid asked what year was the Community Center rebuilt. Duncan Tavares, TEDACS Director, responded that he would find out. Chair Barbara Cohen gave a brief history on the Community Center projects that have been funded by the Tourist Board. Town Manager Guillermo Olmedillo advised that the Tourist Board members will have at least two years to present and vote on ideas. Vice Chair Jessica Levinson suggested that in a future meeting the members should present their ideas and prioritize them. Board Member Jennifer Zawid asked if the Resort Tax could be used to hire staff. Duncan Tavares, TEDACS Director, responded that staffing is decided by the Town Manager and Town Commission however the Board can hire independent contractors and consultants.

#### **8. Marketing Update**

Duncan Tavares, TEDACS Director, gave a presentation on the multiple marketing mediums, tools, social media, and signature events. Board Member Terry Cohen asked how many people attend Third Thursdays. Duncan Tavares, TEDACS Director, responded that the last Third Thursday had over 400 in attendance. Duncan Tavares,

TEDACS Director, continued to present on the current partnerships, hotel partners, and the new tagline for marketing the destination.

**9. Other Business**

None.

**10. Next Tourist Board Meeting: Monday, June 6, 2016 at 6:30pm**

Board Member Jennifer Zawid made a motion to start Tourist Board meetings at 5:30pm. Board Member Terry Cohen seconded the motion. The motion passed unanimously.

**11. Public Comment**


Victor May, Surfside Resident, gave his congratulations to the members of the Tourist Board, encouraged the members to speak more on their ideas, commented that the tourist marketing should benefit Surfside not the hotels only, and spoke of his ideas for attractions for Surfside. Jodi Stevens, Surfside Resident, commented that the idea of "uptown" is not positive in certain destinations and asked if this tagline is finalized. Duncan Tavares, TEDACS Director, explained that the tagline will be tweaked to reflect the markets targeted.

**12. Adjournment**


Secretary Marianne Meischeid made a motion to adjourn the meeting at 8:36pm. Board Member Terry Cohen seconded the motion. The motion passed unanimously.

Accepted this 6 day of June, 2016

  
Tourist Board Secretary (print)

  
Signature

Attest:

  
\_\_\_\_\_





**TOWN OF SURFSIDE  
PLANNING AND ZONING BOARD  
AND  
DESIGN REVIEW BOARD  
MINUTES  
May 25, 2016  
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 7:02 pm. Chair Lecour welcomed two new members of the Board, Commissioner Daniel Gielchinsky, liaison and Board Member Brian Roller. The new members introduced themselves and gave some background. Commissioner Gielchinsky gave an update on resolutions presented to the Commission from the Board and which the Commission passed. He also gave an update on other issues the Commission addressed regarding the DRB/P&Z Board.

**2. ROLL CALL**

Recording Clerk Nissa Benjamin called the roll with the following members present: Chair Lindsay Lecour, Board Member Jorge Gutierrez, Vice Chair Judith Frankel, Board Member Brian Roller. Board Member Peter Glynn was absent. Commissioner Daniel Gielchinsky attended as liaison.

**3. APPROVAL OF MINUTES: April 28, 2016**

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

Board Member Gutierrez made a motion to add an item to the agenda as 4E property at 800 90<sup>th</sup> Street. The motion received a second from Vice Chair Frankel and all voted in favor.

**4. DESIGN REVIEW BOARD APPLICATIONS:**

**A. Request of the Owner of Property located at 9056 Abbott Avenue.**

The applicant is requesting approval for the installation of a dark green vinyl carport canopy. Town Planner Sarah Sinatra presented the item. Board Member Gutierrez questioned the appearance of a galvanized steel frame. Chair Lecour said it was something to consider and Planner Sinatra will add it to future agenda items. Vice Chair Frankel asked if the carport had to be removed during a hurricane warning. Building Official Ross Prieto said it does not have to be removed as the carport meets hurricane code.

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

**B. Request of the Owner of Property located at 9357 Dickens Avenue.**

The applicant is proposing to add a 390 square foot addition to the rear of the existing single family house. Town Planner Sarah Sinatra presented the item.

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

**C. Request of the Owner of Property located at 9455 Harding Avenue.**

The applicant is requesting a wall sign for a real estate office, Municoy International Realty.

Town Planner Sarah Sinatra presented the item.

Board Member Gutierrez made a motion to approve with the following condition:

1. There shall be no exposed wiring.

The motion received a second from Vice Chair Frankel and all voted in favor with Board Member Glynn absent.

**D. Request of the Tenant of Property located at 9519 Harding Avenue.**

The applicant is requesting a wall sign for a restaurant, The Carrot.

Town Planner Sarah Sinatra presented the item.

Board Member Gutierrez made a motion to approve with the following condition:

1. Seal the top of the sign to avoid water draining behind the sign.

The motion received a second from Board Member Roller and all voted in favor with Board Member Glynn absent.

**E. Request of the Owner of Property located at 800 90<sup>th</sup> Street.**

The applicant is requesting a fence for the construction of a pool.

Town Planner Sarah Sinatra presented the item. The Board reviewed the diagram of the fence and its placement. Carla Ross speaking for the applicant addressed the questions from the Board. Chair Lecour suggested a darker stain for the fence.

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

## 5. QUASI-JUDICIAL APPLICATION:

### A. 9011 COLLINS AVENUE

**A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA, PLANNING AND ZONING BOARD; RECOMMENDING APPROVAL OF A SITE PLAN AMENDMENT APPLICATION, FOR THE PROPERTY LOCATED AT 9011 COLLINS AVENUE, SURFSIDE, FL 33154; PURSUANT TO SECTION 90-41 ET SEQ. OF THE ZONING CODE; TO PERMIT AN ADDITIONAL SWIMMING POOL AT THE REAR OF THE PROPERTY ON THE EAST SIDE OF COLLINS AVENUE AND TO PERMIT MODIFICATION OF THE LANDSCAPING ON THE PROPERTY ON THE EAST SIDE OF COLLINS AVENUE; AND PROVIDING FOR A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.**

Recording Clerk Nissa Benjamin read the title of the resolution.

Chair Lecour read the process and rulings of a quasi-judicial hearing.

Recording Clerk Benjamin confirmed that compliance with advertising notice requirements have been met.

Attorney Miller asked the Board if anyone had ex-parte communications with the Applicant or any objector. All answered no.

Recording Clerk Benjamin swore in the people who wished to speak on the item.

Town Planner Sinatra presented the item. Staff is recommending approval. Alexander Tachmes representing Shutts and Bowen gave a detailed presentation on the plan.

Chair Lecour opened the public hearing. No one wishing to speak Chair Lecour closed the public hearing.

Board Member Gutierrez made a motion to recommend approval of the resolution to the Planning and Zoning Board. The motion received a second from Board Member Roller and all voted in favor with Board Member Glynn absent.

Future meeting dates were discussed. The June and July meetings will be combined and the meeting date will be July 18, 2016.

Board Member Gutierrez made a motion to add pitch roof as a discussion item. The motion received a second from Vice Chair Frankel and all voted in favor with Board Member Glynn absent.

Board Member Gutierrez believes that when adding a pitch roof there is a disadvantage and explained the height needed. This item will be brought up again at Planning and Zoning.



6. ADJOURNMENT.

There being no further business to come before the Design Review Board the meeting adjourned at 7.54 p.m.

Accepted this 18<sup>th</sup> day of July, 2016

Attest:

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

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

## PLANNING AND ZONING BOARD

**MINUTES**  
**May 25, 2016**  
**7:00 PM**

**1. CALL TO ORDER**

Chair Lindsay Lecour called the meeting to order at 7:54 pm.

**2. ROLL CALL**

Recording Clerk Nissa Benjamin called the roll with the following members present: Chair Lindsay Lecour, Vice Chair Judith Frankel, Board Member Brian Roller. Board Member Peter Glynn was absent. Commissioner Daniel Gielchinsky attended as liaison.

**3. APPROVAL OF MINUTES: April 28, 2016**

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

**4. QUASI-JUDICIAL APPLICATION:**

**A. 9011 COLLINS AVENUE**

**A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA, PLANNING AND ZONING BOARD; RECOMMENDING APPROVAL OF A SITE PLAN AMENDMENT APPLICATION, FOR THE PROPERTY LOCATED AT 9011 COLLINS AVENUE, SURFSIDE, FL 33154; PURSUANT TO SECTION 90-41 ET SEQ. OF THE ZONING CODE; TO PERMIT AN ADDITIONAL SWIMMING POOL AT THE REAR OF THE PROPERTY ON THE EAST SIDE OF COLLINS AVENUE AND TO PERMIT MODIFICATION OF THE LANDSCAPING ON THE PROPERTY ON THE EAST SIDE OF COLLINS AVENUE; AND PROVIDING FOR A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.**

Recording Clerk Nissa Benjamin read the title of the resolution.

Chair Lecour said the process and rulings of a quasi-judicial hearing as stated before at the Design Review Board meeting apply here at the Planning and Zoning Board meeting. Chair Lecour asked the Board if they needed to hear the presentation again from the applicant. The Board all answered no.

Chair Lecour opened the public hearing. No one wishing to speak Chair Lecour closed the public hearing.

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

## 5. DISCUSSION ITEMS:

### 1. Roof Pitch

Chair Lecour went over the code as it is written and said pitched roof houses are at a disadvantage compared to a flat roof which pushes people to go with flat roofs. The Board discussed room heights with a flat roof vs. pitched roof. There was further discussion regarding heights of a roof and roof decks. Vice Chair Frankel suggested a visual scale of the two roof styles. The Board supported to go forward with an ordinance. Board Member Roller asked if we are encouraging more pitched roofs or just leveling the playing field. Chair Lecour said we are trying to level it as everyone has different preferences.

### 2. Future Agenda Items

Town Planner Sinatra gave an update as to where we are going with the sea level rise issue. Town Manager gave a few details on the newly formed Sustainability Subcommittee of Planning and Zoning. Chair Lecour asked how to move forward on these issues. Commissioner Gielchinsky said the Commission looked at the list the Board submitted but none were identified as a priority as all seemed important. The issues of sidewalks were discussed and Chair Lecour suggested a civil engineer come up with a visual plan. Town Manager said at the June Commission meeting traffic will be discussed. Chair Lecour asked if we could get the cost of a civil engineer's design of sidewalks, one way streets and traffic. Board Member Roller agreed that a visual presentation would be helpful. Chair Lecour asked Commissioner Gielchinsky if he would help them get funding from the Commission for this item and he said he would advocate for the Board.

## 6. ADJOURNMENT.

There being no further business to come before the Planning and Zoning Board the meeting adjourned at 8.31 p.m.

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2016

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

Attest:

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



**Town of Surfside  
Tourist Board  
MINUTES**

**June 6, 2016 5:30 p.m.**

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

**Opening**

**A. Call to Order.**

The meeting was called to order by Chair, Barbara Cohen at 5:36pm.

**B. Roll Call of Tourist Board Members.**

All the Board members were present at the time of roll call with the exception of Vice Chair Jessica Weiss who entered the meeting at 5:41pm. A quorum was established.

Liaison Vice-Mayor Barry Cohen was absent with regrets.

**Also in attendance:** Duncan Tavares, TEDACS Director, Melissa Richards, Marketing and Special Projects Coordinator, Linda Miller, Town Attorney, Frantza Duval, Recording Clerk. Barbara McLaughlin, resident, Harold Bindeus, Grand Beach Hotel, Victor May, Resident, Paul Jacober, Creative Director of Jacober Creative, Christian Cipriani, Jacober Creative, Daniel Peralta, Jacober Creative, George Kousoulas, Resident, Sara Liss, former Board member / Resident, Becky Manuel, Resident, Joanna Hoffman, Resident.

**1. May 2, 2016 Tourist Board Meeting Minutes.**

Secretary Marianne Meischeid made a motion to approve the May 2, 2016 Tourist Board Minutes; Jennifer Zawid seconded the motion. The motion passed unanimously

**2. A/R (Resort Tax).**

Secretary Marianne Meischeid inquired about the Resort Tax collection. She inquired about the 2014-2015 discrepancies between the total and the actual. Duncan Tavares advised that the column she is referring to is set up as a "checks and balances" for the Finance Department. The report is manually created for the Board to review as the current financial system cannot generate a report. The discrepancies can be from a myriad of things such as violations and proffers. Marianne Meischeid inquired as to who is ultimately responsible for rectifying the discrepancies and Duncan Tavares advised that the responsibility lies solely with the Finance Department.

*The Board inquired about the Liaison and are disappointed that he has not been attending the meetings.*

**3. Trade Shows / Sales Mission Partnership Adjustment Request.**

Duncan Tavares advised that the previous Board voted to continue to have the hotels represent the Town due to a lack of staffing and funding.

He advised that due to a variety of reasons there have been changes in cost to attend certain shows and that the hotels are seeking to amend the previous allocation. The recommendation is for the Board to approve an additional \$5,000 for the trade show budget.

Secretary Marianne Meischeid inquired as to why the change in the allocation and Duncan Tavares advised that projected costs are made a year in advance and that the actual cost is not known until the registration deadline for the shows. She also inquired if Board members can participate in the trades shows and he advised that the cost to have a booth can be quite costly, so that is why the Board partners with the hotels. He also stated that this is something that the Board can definitely discuss for next fiscal year and advised that, as it stands, the Board only pays for the registration and the hotels pay for everything else.

Terry Cohen inquired about the cost of attending a trade show and Duncan Tavares advised that the \$95,000 covers all of the registrations for the two hotel partners as listed in the provided memo.

Secretary Marianne Meischeid made a motion to approve the additional \$5,000 for trade shows; Jennifer Zawid seconded the motion.

The Clerk called the roll with the following votes:

Chair Barbara Cohen – Yes

Vice Chair Jessica Weiss – Yes

Secretary Marianna Meischeid – Yes

Jennifer Zawid – Yes

Terry Cohen – No

The motion passed 4-1 with Terry Cohen voting in opposition.

Secretary Marianne Meischeid requested that the Board discuss trade shows as part of next year's budget review.

**4. Holiday Seasonal Lighting Renewal.**

Duncan Tavares advised that this item is before the Board because the approved contract is in its third and final year. He needs to know from the Board whether or not they'll be extending the contract for the third and final year. He advised that if the Board decides to not to renew the contract for the third and final year they will have to pay a penalty equating to the discount received last year. He also advised that the cost for the trees with the tree trunks, not including the pocket parks and entrance at veteran parks is \$38,500. The cost to include additional lights with the pocket park is approximately \$70,000.00 in total and is what was spent last year.

Jennifer Zawid made a motion to extend the Miami Christmas Lights contract at \$38,500 for the third and final year, which only includes the wrapping of the tree trunks in the business district, and then at next month's meeting the Board can discuss additional lighting similar to last year's; Terry Cohen seconded the motion. The motion passed unanimously.

**5. FY 15/16 Objectives Tasks & Budget YTD Review ~ TEDACS Director Duncan Tavares.**

Duncan Tavares advised that in the budget there is \$198,000 available that hasn't been allocated for the Board to use from now until the end of September.

**6. Marketing Plan ~ TEDACS Director Duncan Tavares.**

Jacober Creative marketing offers a full service marketing agency which includes branding and design, marketing strategy, web development, PR management, and social media marketing.

Jacober Creative has done e work in the past for the Board which includes branding, photography, custom lettering, ad campaigns, event collateral and support, visitor guide, digital banner ads, and social media graphics.

Jacober Creative's tourism marketing goals are to support the Town's hotels in an effort to maintain high occupancy levels and consistently high tax revenues, supporting the downtown businesses, attracting high end visitors and increasing their per capita spending, and ensuring that the type of tourism generated complements the Town's character, goals, and lifestyle.

Jacober Creative's strategic planning mechanism is to collaborate with the Town and stakeholders on a long term tourism marketing strategy and act as a strategic partner and help Surfside define its tourism goals, develop ideas to reach them and execute them within budget.

Jacober Creative's summer 2016 marketing plans include brand positioning and guidelines, logo development, new colors and fonts, custom graphic elements, branded photography style, and new copy and brand language among other ideas including the relaunching of visitor social media.

Christian Cipriani presented the logo refresh for the Town.

Jacober Creative is looking to market the Town as a relaxed place to be utilizing the Board adopted concept of "Uptown Beach Town." The branding/photography will showcase the duality of the Uptown Beach Town theme.

The proposed fee for the all of the proposed work through the end of FY2015/2016 is \$60,000. This includes the creative strategy and content, photography production,



account management, social media management, and public relations as well as all of the other items identified in the presentation.

Jennifer Zawid stated her support of the concepts presented tonight. Secretary Marianne Meischeid wasn't impressed with the presentation or branding. Terry Cohen felt as if she is being rushed into making a decision on what was presented. Duncan Tavares advised that the reason it feels rushed is because she is one of the new Board members. The vetting of concept and branding has been in the works and discussed prior to this Board. There is small turnaround time to bring certain items to the Board and as the Town's tourism professional he is making the best executive decisions before bringing an item before the Board. Vice Chair Jessica Weiss inquired if the photography is included in the budget and it was stated that it was. Becky Manuel, resident, advised that the presentation was beautiful and advised the proposal presented is exactly what you would receive from a creative agency. She stated that the cost presented is great value for what is being offered. Harold Bindeus, Director of Sales for the Grand Beach, stated that the cost for photography alone can be more than \$20,000, so what was offered tonight is a fairly cheap proposal. Victor May, resident, advised that the Board needs to decide if this matter is urgent to them and also inquired about the speed of the website. Duncan Tavares clarified that there are two different websites and the one being discussed tonight is strictly the visitor website and that Mr. May might be referring to the Town's website. George Kousoulas advised that the amount being presented is a good price. He stated that the question the Board should be considering is what they aren't getting for that price.

Jennifer Zawid made a motion to approve moving forward with the agreement based on what was presented tonight by Jacober Creative in the amount of \$60,000 from now until the end of the fiscal year; Vice Chair Jessica Weiss seconded the motion.

The Clerk called the roll with the following votes:

Terry Cohen – No  
Vice Chair Jessica Weiss – Yes  
Secretary Marianna Meischeid – No  
Chair Barbara Cohen – Yes  
Jennifer Zawid – Yes

The motion passed 3-2 with Terry Cohen & Secretary Marianne Meischeid voting in opposition.

#### **7. Board Member Initiatives & Ideas.**

Duncan Tavares advised that there were four distinct areas that were brought forward by the Board members individually: the business district, community aspects, miscellaneous, and events. He continued to list and discuss the items.

Sara Liss, a Surfside resident, former Board member and founder of Saffron Supper Club presented her idea to the Board: Surfside "First Fridays" – a beach picnic. She proposed to organize a communal beach picnic open to visitors and residents that showcases the

Town's beautiful beach "backyard" while providing an opportunity to build a sense of community.

The goal of First Fridays is to create a recurring "signature event" that encourages community involvement promoting Surfside as an attractive tourism destination. The plan is to host the event the First Friday of every month from July through October on the beach from 4pm-7pm on 93<sup>rd</sup> Street beach, near the lifeguard stand, with access to the restrooms at the Community Center. This could be a test to see if the event is successful and could become a monthly event year round.

She would provide part-time event staff/clean-up crew, entertainment, some food and beverage, furniture and décor, promotional items/gifts, PR support for media coverage, event promotion, and a photographer, at a cost of \$20,000 for the four series event.

Jennifer Zawid made a motion to move the Board Member Initiatives & Ideas and Other Business to next month's meeting; Vice Chair Jessica Weiss seconded the motion. The motion passed unanimously.

Terry Cohen made a motion to approve this pilot program for First Fridays for four events starting July 1 at \$20,000; Secretary Marianne Meisheid seconded the motion. The motion passed unanimously.

**8. Tourism Questionnaire ~ Secretary Marianne Meisheid.**

Secretary Marianne Meisheid wanted to get resident and business feedback on tourism in Surfside. The Board is in favor of her moving forward with the questionnaire but the Board would like to see the questions modified and be brought back next month.

**9. Other Business.**

- Ordering of Tourist Board Member Shirts.  
\*Item deferred to next month's meeting.

**10. Next Tourist Board Meeting: Monday July 11, 2016 at 5:30pm.**

**11. Public Comment.**

Victor May provided the Board with a questionnaire that he is requesting be provided to the residents to garner feedback about the spending direction of the Tourist Board.

**12. Adjournment**

Jennifer Zawid made a motion to adjourn the meeting; Terry Cohen seconded the motion. The motion passed unanimously. The meeting ended at 9:03pm.



Accepted this 11 day of July, 2016

Marianne Meisheid  
Member (Print)

Marianne Meisheid  
Signature

Attest:  
Duval  
Frantza Duval  
Recording Clerk



## TOWN OF SURFSIDE

MUNICIPAL BUILDING  
9293 HARDING AVENUE  
SURFSIDE, FLORIDA 33154-3009

### PARKS AND RECREATION ADVISORY COMMITTEE MEETING

Monday June 20, 2016

7:00 pm

Surfside Community Center  
9301 Collins Avenue

### MINUTES

1. Roll Call of Committee Members

Eliana Salzhauer called the meeting to order at 7:07pm.

**Also in attendance:** Tim Milian, Parks and Recreation Director, Shlomo Danzinger, Jeffrey Platt, Tina Paul, Liaison, Frantza Duval, Recording Clerk, Jane Graham, Assistant Town Attorney, Virginia-Holly Rango, Resident

Retta Logan and Mitchell Gottlieb were absent with regrets.

2. Approval of Minutes from May 16, 2016 Meeting

Jeffrey Platt made a motion to approve the May 16, 2016 minutes; Shlomo Danzinger seconded the motion. The motion passed unanimously. The minutes were approved.

3. Higher Education Scholarship Selection

Tim spoke about the selection process for the Higher Education Scholarship. He advised that there were two absentee selections submitted by Retta Logan and Mitchell Gottlieb, which he conferred with the legal department that it was okay to do so. Tim advised at the close of the application deadline there were three (3) applications that were submitted. Tim wanted the Committee to rank their selection in order, with 1 being the top selection. The applicant with the lowest votes is selected as the winner.

The three (3) applicants were:

1. Nicole Alphonso
2. Konrad Danzer
3. Joel Blumstein

The Committee presented their individual selections which were the following:

**Eliana:**

1. Nicole
2. Konrad
3. Joel

**Shlomo:**

1. Konrad
2. Nicole
3. Joel

**Jeffrey:**

1. Konrad
2. Nicole
3. Joel

**Retta:**

1. Konrad
2. Nicole
3. Joel

**Mitchell:**

1. Konrad
2. Joel
3. Nicole

After calculating the results Tim advised that the recipients for the Higher Education Scholarship for the 2015/2016 Fiscal Year is Konrad Danzer and Nicole Alphonso. The Committee reiterated how impressed they were with the applications that were submitted this year.

Eliana inquired if the scholarship only applies to high school seniors, which Tim advised no. She stated that maybe next year Joel Blumstein can re-apply for the scholarship.

4. Community Input

Virginia-Holly Rango inquired about getting “family passes” or resident ID cards for her out-of-town nieces. Tim Milian advised that previous accommodations were made to allow her domestic partner into the facilities and that out-of-town relatives can’t be treated the same way. Her out of town guest would need to adhere to the Town’s Parks and Recreation guest policy and fees, which states that residents with a current resident ID card may bring up to five (5) guest per household per day at \$5.00 per guest. Residents also have an option of purchasing a three (3) or seven (7) day consecutive day guest passes as well. Tina Paul inquired what requirements are needed by hotel guest to enter the Community Center. Tim advised that hotel guest need to bring in their bill to prove that their staying at the hotel. Eliana Salzhauer advised that the guest fee presented by the Town is the most nominal fee that she has seen. Ms. Rango wanted the Committee to look over the policies to see what changes can be made to accommodate her request for passes for “outside” family members.

5. Meeting Adjournment

Jeffrey Platt made a motion to adjourn the meeting, Shlomo Danzinger seconded the motion. The motion passed unanimously. The meeting ended at 7:50pm.

Accepted this 18 day of July, 2016

Petta Logan

Member (Print)

[Signature]  
Signature

Attest:

[Signature]  
Frantza Duval  
Recording Clerk



**Town of Surfside  
Tourist Board  
MINUTES**

**July 11, 2016 5:30 p.m.**

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

**Opening**

**A. Call to Order.**

The meeting was called to order by Chair Barbara Cohen at 5:40pm.

**B. Roll Call of Tourist Board Members.**

All the Board members were present at the time of roll call with the exception of Terry Cohen and Jennifer Zawid who were absent with regrets. A quorum was established.

**Also in attendance:** Duncan Tavares, TEDACS Director; Melissa Richards, Marketing and Special Projects Coordinator; Linda Miller, Town Attorney; Vice-Mayor Barry Cohen, Tourist Board Liaison; Frantza Duval, Recording Clerk; Barbara McLaughlin, resident; Harold Bindeus, Grand Beach Hotel; Victor May, resident; Sandra Argow, resident; George Kousoulas, resident.

**1. June 6, 2016 Tourist Board Meeting Minutes.**

Secretary Marianne Meischeid made a motion to approve the June 6, 2016 Tourist Board Minutes; Jessica Weiss seconded the motion. The motion passed unanimously

**2. A/R (Resort Tax).**

Duncan Tavares provided the Board with the update for Account Receivables.

**3. Additional Holiday Seasonal Lighting.**

Duncan Tavares provided the options for additional holiday lights. The total cost for the additional lighting which would include the lighting of the palm fronds, snow globes (pocket parks), lighting at Veterans Park, and icicles (free of charge) would be \$22,550. Vice-Mayor Barry Cohen suggested having year-round lighting downtown with the option of holiday lighting added to the trees during holiday season.

Secretary Marianne Meischeid made a motion to authorize the expenditure of \$22,550 from the Tourist Board's 2015/2016 budget for the additional lighting of the palm fronds, snow globes (pocket parks), lighting at Veteran's Parks, and icicles on the trees (free of charge), Jessica Weiss seconded the motion.

The Clerk called the roll with the following votes:

Vice Chair Jessica Weiss – Yes

Chair Barbara Cohen – Yes

Secretary Marianna Meischeid – Yes

The motion passed 3-0 with Terry Cohen and Jennifer Zawid being absent.

**4. Board Member Initiatives & Ideas.**

Chair Barbara Cohen made a motion to defer this item until there is a full quorum; Secretary Marianne Meischeid seconded the motion. The motion passed unanimously.

The Clerk called the roll with the following votes:

Secretary Marianna Meischeid – Yes

Chair Barbara Cohen – Yes

Vice Chair Jessica Weiss – Yes

**5. Tourism Questionnaire ~ Secretary Marianne Meischeid.**

Secretary Marianne Meischeid advised that the proposed questionnaire was geared towards tourists, businesses, and residents. She suggested different avenues of getting the questionnaire out to the different groups, such as the Gazette and the hotels.

Chair Barbara Cohen advised that she reviewed the questionnaire and doesn't feel that negative questions should be on the questionnaire. Secretary Marianne Meischeid advised that the objective is to see what the feelings are toward the Town of Surfside.

Vice Chair Jessica Weiss advised that satisfaction isn't measured in a survey necessarily, but measured by return visits to the Town and increased sales by the hotels, among other things. Harald Bindeus, Director of Sales & Marketing of Grand Beach Hotel, advised that collecting data is a great way to garner feedback. However, he doesn't feel that asking tourists is necessarily the right way to go about it as they are on vacation and wouldn't want to be bothered with surveys. He suggested other avenues such as the Greater Miami Convention & Visitors Bureau (GMCVB). He suggested partnering up with them for the collection of the data which would be at a cost to the Board. Based on his experience, the Grand Beach Hotel Surfside location offers more options (restaurants, shopping) than their location in Miami Beach, so he can measure the increased revenues based on the amount of reservations booked at the location. Duncan Tavares presented the GMCVB's industry overview for the Board to review. He advised that Surfside is included in the overview section. If additional Surfside references are needed it can be done but at a cost. The cost would depend on what the Board would like to see. He advised that since the approval of the marketing plan he has been working closely with the GMCVB. Secretary Marianne Meischeid will continue to work on this item. Duncan Tavares advised that he can reach out to GMCVB to get feedback on the type of questions that we could ask through them.

**6. First Fridays Update ~ Sara Liss**

The Board provided feedback regarding the first event in the series. Sara Liss advised that for the second event she will have more media outlets available for coverage, as the first event had a very short time frame and the weather scuttled the planned entertainment. Secretary Marianne Meischeid provided her feedback and thought that it seemed more like an afterschool event for kids. It was nothing like she envisioned; more of a sit down dinner on the beach for adults. She also advised that the timing isn't feasible for adults who leave work later in the afternoon. Vice Chair Jessica Weiss stated that overall it was a great event. Sara Liss advised that it's a great way for parents and families of visitors and residents to socialize as it highlights the beach and a family-

friendly atmosphere. Linda Miller, Town Attorney, advised as a vendor the Board would need to discuss everything, including their expectation of the next event, while they're there now at a public meeting. Sara Liss advised that she will try to create an adult lounge area and a separate area for children's activities at the next event. Duncan Tavares will work closely with Sara Liss for feedback on the next of the series.

**7. FY 16/17 Objectives Tasks & Budget / Marketing Plan ~ TEDACS Director Duncan Tavares.**

Duncan Tavares reminded the board that FY 16/17 Objectives Tasks & Budget / Marketing Plan has been presented to the Board in different formats and is a part of the 5 Year Tourism Strategic Plan. He again asked the Board to familiarize themselves with the objectives.

**8. Other Business.**

- Ordering of Tourist Board Member Shirts.

Duncan Tavares asked if the Board members were interested in having shirts available to wear for different events. He will email the Board with the available options.

- Tours of Surfside Hotels.

Duncan Tavares asked if the Board would like scheduled tours of the Surfside hotels. He advised that touring of the hotels would constitute as a public meeting, which he would have to notice. He will coordinate possible tour dates.

Duncan Tavares will present Sister Cities information to the Board at the next meeting and will also have an update from Jacober Creative.

**9. Next Tourist Board Meeting: Monday August 1, 2016 at 5:30pm.**

**10. Public Comment.**

**11. Adjournment.**

Vice Chair Jessica Weiss made a motion to adjourn the meeting; Secretary Marianne Meischeid seconded the motion. The motion passed unanimously. The meeting ended at 7:41pm.



Accepted this 1<sup>st</sup> day of August, 2016

BARBARA COHEN  
Member (Print)

Barbara Cohen  
Signature

Attest:  
Frantza Duval  
Frantza Duval  
Recording Clerk





## Town of Surfside Commission Communication

**Agenda #:** 4A1  
**Agenda Date:** June 14, 2016 / August 9, 2016  
**Subject:** Sheds  
**From:** Sarah Sinatra Gould, AICP, Town Planner

**Background:** Staff was approached in June of 2013 by a resident wanting a shed larger than the code permitted. Staff prepared a memo and potential code change to increase the size of a shed from 70 square feet to 100 square feet and allow sheds to be approved administratively, if they were not located on a street side of the lot. There was some discussion at Planning and Zoning relating to the size of the shed and then not moved forward. A separate resident approached Staff requesting the same code modification towards the end of 2014. The Planning and Zoning Board recommended approval, with conditions relating to additional landscaping for the shed. This discussion continued through April 2015 when it was ultimately denied by the Town Commission.

The same resident who approached the Town in 2014 has requested that the Town consider making the approval of a shed administrative rather than reviewed by the Design Review Board. The request to increase the size of a shed is no longer included in this discussion.

The reason for the request for administrative review is due to the \$200 review fee and the 15 sets of plans required to appear before the Design Review Board. The applicant is also required to pay a separate building permit fee. If the application is administrative, the applicant will only be responsible for two sets of plans and the building permit fee.

**Analysis:** Staff is suggesting the following language:

90-19.7 The following shall be exempt from planning and zoning board review; however, the design guidelines shall be followed:

- (1) Interior or rear yard fences.
- (2) Interior renovations.
- (3) Awnings.
- (4) Screens.
- (5) Driveways.
- (6) Re-roofs
- (7) Trellis.
- (8) Rooftop photovoltaic solar systems.
- (9) Sheds

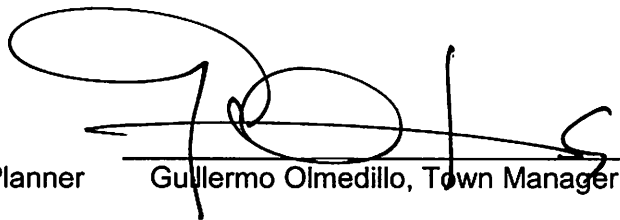
90-54.7 A tool shed, the area of which does not exceed 70 square feet, shall be permitted in a rear yard, subject to the following minimum setbacks: . If the shed is visible from an adjacent right of way, landscaping shall be provided within the property in an effort to conceal the shed from the right of way.

- (a) *Rear*: Five feet.
- (b) *Side and secondary frontage (corner)*: Per zoning designation.

**Staff Recommendation:** Staff recommends approval by the Town Commission on first reading.



\_\_\_\_\_  
Sarah Sinatra Gould, AICP, Town Planner



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

ORDINANCE NO. 16 – \_\_\_\_\_

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 “ZONING”; SEC. 90-19. “SINGLE-FAMILY AND TWO-FAMILY DEVELOPMENT REVIEW PROCESS”; SPECIFICALLY AMENDING SECTION 90-19.7 EXEMPTING SHEDS FROM PLANNING AND ZONING BOARD AND DESIGN REVIEW BOARD REVIEW AND PROVIDING THE DESIGN GUIDELINES SHALL BE FOLLOWED; AMENDING “SECTION 90-54 “ACCESSORY BUILDINGS AND STRUCTURES IN THE H30A AND H30B DISTRICTS” SPECIFICALLY AMENDING SECTION 90-54.7 RELATED TO SHEDS AND LANDSCAPE REQUIREMENTS; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, staff determined it is in the best interest of Town to exempt sheds from Planning and Zoning Board and Design Review Board review to allow for administrative review for cost savings to the Applicant; and

**WHEREAS**, staff recommends if the shed is visible from an adjacent right of way, landscaping shall be provided within the property in an effort to conceal the shed from the right of way; and

**WHEREAS**, staff recommends amending Chapter 90 “Zoning”; Sec. 90-19. “Single-Family And Two-Family Development Review Process”; specifically amending Section 90-19.7 to exempt sheds from Planning and Zoning Board and Design Review Board review; and

**WHEREAS**, the Town Commission held its first public hearing on June 14, 2016 having complied with the notice requirements required by Florida Statutes; and

**WHEREAS**, the Planning and Zoning Board, as the local planning agency for the Town, held its hearing on the proposed amendments on July 18, 2016 with due public notice and input; and

**WHEREAS**, the Town Commission conducted a second duly noticed public hearing on these regulations as required by law on August 9, 2016.

**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:

\*\*\*

90-19.7 The following shall be exempt from planning and zoning board and design review board review; however, the design guidelines shall be followed:

- (1) Interior or rear yard fences.
- (2) Interior renovations.
- (3) Awnings.
- (4) Screens.
- (5) Driveways.
- (6) Re-roofs
- (7) Trellis.
- (8) Rooftop photovoltaic solar systems.
- (9) Sheds.

**Section 3. Code Amendment.** The Code of the Town of Surfside, Florida is hereby amended as follows:

\*\*\*

90-54.7 A tool shed, the area of which does not exceed 70 square feet, shall be permitted in a rear yard, subject to the following minimum setbacks: . If the shed is visible from an adjacent right of way, landscaping shall be provided within the property in an effort to conceal the shed from the right of way.

- (a) *Rear*: Five feet.
- (b) *Side and secondary frontage (corner)*: Per zoning designation.

\*\*\*

**Section 4. Severability.** If any section, subsection, clause or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

**Section 5. Conflict.** All sections or parts of sections of the Town of Surfside Code of Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.

**Section 6. Inclusion in the Code of Ordinances.** It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word "Ordinance" may be changed to "Section" or other appropriate word.

**Section 7. Effective Date.** This Ordinance shall be effective upon adoption on second reading.

**PASSED** and **ADOPTED** on first reading this \_\_\_\_ day of \_\_\_\_\_, 2016.

**PASSED** and **ADOPTED** on second reading this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

On Final Reading Second by: \_\_\_\_\_

**FINAL VOTE ON ADOPTION**

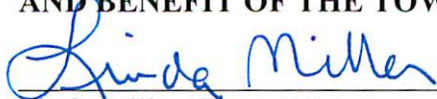
Commissioner Daniel Gielchinsky \_\_\_\_\_  
Commissioner Michael Karukin \_\_\_\_\_  
Commissioner Tina Paul \_\_\_\_\_  
Vice Mayor Barry Cohen \_\_\_\_\_  
Mayor Daniel Dietch \_\_\_\_\_

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

**ATTEST:**

\_\_\_\_\_  
Sandra Novoa, MMC, 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  
Discussion Item**

**Agenda Item #** 4A2

**Agenda Date:** June 14, 2016 / August 9, 2016

**From:** Guillermo Olmedillo, Town Manager

**Subject:** Construction hours and notice

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**Background:** From time to time the Town of Surfside receives complaints by neighboring residents as to the conduct and practices of contractors building or rehabilitating buildings in the Town.

The Town of Surfside Code Section 54-79 states that noises associated with construction are not permitted on Sundays and all federal holidays and shall be prohibited between the hours of 6:00 p.m. and 8:00 a.m. Monday through Saturday. While the Code regulates noise, it does not specifically regulate the hours in which construction activities may take place. For clarity in the code, I recommend to establish that construction may only occur between the hours of 8:00 am and 6:00 pm Monday through Friday and are prohibited on Saturdays and Sundays and all federal holidays, providing for penalties and enforcement. Repairs are to be treated differently by allowing them Monday through Friday from 8:00 AM to 6:00 PM, and Saturdays from 10:00 AM to 6:00 PM and prohibited on Sundays and Holidays. Emergency repairs are exempt.

Construction outside of these limitations must be approved by the Town Commission.

In addition, for projects over 10,000 square feet or \$1,000,000.00, contractors are required to post notice signs to state that it is an active construction site, and to provide contact information for complaints or concerns. Registered mail notices must be mailed to properties 300 feet around the construction site stating the date of commencement and planned conclusion date.

**Recommendation:** Accept the first reading of the ordinance, as drafted.

ORDINANCE NO. 2016 - \_\_\_\_\_

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA; AMENDING “CHAPTER 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE II. - BUILDING CODE”; SPECIFICALLY CREATING SECTION 14-32; “CONSTRUCTION SCHEDULE AND NOTICE”; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, residents in the Town of Surfside expect to enjoy a peaceful neighborhood without disruptions from construction; and

WHEREAS, it is in the best interest of the Town to limit construction hours and to provide requirements for notice of construction activity to affected property owners within a radius of 300 feet of the construction site for construction projects over 10,000 square feet or valued at over \$1,000,000, and for permitted construction activity outside of the hours as prescribed herein; and

WHEREAS, the Town Commission held its first public reading on June 14, 2016 and recommended approval of the proposed amendments to the Code of Ordinances having complied with the notice requirements by the Florida Statutes; and

WHEREAS, the Town Commission has conducted a second duly noticed public hearing on these regulations as required by law on August 9, 2016 and further finds the proposed change to the Code necessary and in the best interest of the community; and

NOW THEREFORE, IT IS HEREBY 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. Town Code Created.** Section 14-32. “Construction schedule and notice” of the Surfside Town Code of Ordinances is hereby created and shall read as follows:

**Sec. 14-32. – Construction schedule and notice.**

- (1) The performance of construction activity which requires a building permit within the Town shall only be allowed from 8:00 a.m. until 6:00 p.m. Monday through Friday, and is not allowed on Saturday, Sunday, and on federal holidays. Construction activity under this section does not include infrastructure and utilities, roadways, or other public right of way construction activities.
- (2) Construction activity which requires a building permit outside of the hours as stated in this section requires Town Manager or Town Manager designee approval.

- (3) Notice: For construction activities on projects over 10,000 square feet or valued at over \$1,000,000, or for permitted construction activity outside of the hours as stated in this section, written courtesy notices shall be sent by first class mail prior to construction to affected property owners within a radius of 300 feet of the construction site stating the date of commencement and planned conclusion of the construction activity.
- (4) Repair and maintenance activity. Repair and maintenance activity which requires a building permit is allowed from 8:00 a.m. until 6:00 p.m. Monday through Friday and between the hours of 10:00 a.m. and 6:00 p.m. on Saturday, and is not allowed on Sunday and federal holidays. Emergency repairs which require a building permit are allowed as necessary, and must be approved after the fact by the Town Manager or designee. Repair and maintenance activity which does not require a building permit is allowed at any time provided compliance with noise regulations as stated in Chapter 54, Division 2 Noise, sections 54-76 to 54-79 of the Town Code.
- (5) Violations any of provisions of this Section, upon conviction, shall be enforced as provided by section 1-8 of the Town Code.

**Section 3. Severability.** If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

**Section 4. Inclusion in the Code.** 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 5. Conflicts.** Any and all Ordinances and Resolutions or parts of Ordinances or Resolutions in conflict herewith are hereby repealed.

**Section 6. Effective Date.** This ordinance shall become effective upon adoption.

PASSED AND ADOPTED on first reading this \_\_ day of \_\_\_\_\_, 2016.

PASSED AND ADOPTED on second reading this \_\_ day of \_\_\_\_\_, 2016.

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

On Final Reading Second by: \_\_\_\_\_



**FINAL VOTE ON ADOPTION:**

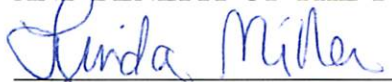
Commissioner Daniel Gielchinsky \_\_\_\_\_  
Commissioner Michael Karukin \_\_\_\_\_  
Commissioner Tina Paul \_\_\_\_\_  
Vice Mayor Barry Cohen \_\_\_\_\_  
Mayor Daniel Dietch \_\_\_\_\_

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

**ATTEST:**

\_\_\_\_\_  
Sandra Novoa, MMC, 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

### COMMISSION COMMUNICATION

**Agenda Item:** # 4B1

**Date:** August 9, 2016

**From:** Linda Miller, Town Attorney 

**Subject:** Amendments to Rules of Procedure for Town Meetings

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**Background:** The Town Commission has recommended several changes to the Rules of Procedure for Town Meetings.

At the May 10, 2016 Town Commission meeting, the Commission recommended the definition of liaison be clarified.

At the July 12, 2016 meeting, the Commission recommended amending the Rules of Procedure ordinance to establish guidelines for the submittal of electronic files to the Town Clerk prior to public meetings. Pursuant to Town Commission direction, the attached ordinance requires that electronic files presented at Regular Town Commission meetings must be provided to the Town Clerk by the Friday prior to the meeting by noon. In addition, electronic files presented at all other public meetings in the Town of Surfside must be provided to the Town Clerk two business days prior to the scheduled meeting by the close of business.

On November 13, 2007, the Town Commission adopted Resolution No. 07-1792 approving and adopting rules and procedure for committees created by the Town Commission. These rules are inconsistent, outdated and no longer in keeping with the Town Code. On April 14, 2009, the Town Commission adopted Ordinance No. 09-1517 amending the Town's Rules of Procedures for Town meetings which included creating Section 2-204 – Committees. The attached ordinance amends Section 2-204 to distinguish continuing committees, sub-committees and ad-hoc committees. The ordinance provides a definition of liaison and procedures related to the committee's mission statement, officers and elections, financial disclosure, records and compensation. In addition, a review of the Town Rules of Procedures has shown it is necessary to correct a few minor scrivener's errors.

**Budget Impact:** n/a

**Staff Impact:** n/a

**Recommendation:** For the Town Commission to approve the attached ordinance on first reading amending the Rules of Procedure for Town meetings.

**ORDINANCE NO. 16 - \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING ARTICLE VI. "RULES OF PROCEDURE FOR TOWN MEETINGS"; SPECIFICALLY AMENDING SECTION 2-203. "MEETINGS" TO CREATE RULE 4.03 "ELECTRONIC FILES PRESENTED AT PUBLIC MEETINGS"; SPECIFICALLY AMENDING SECTION 2-204. "COMMITTEES" TO AMEND RULE 5.01 "CONTINUING COMMITTEES, SUB-COMMITTEES AND AD-HOC COMMITTEES" AND TO CREATE RULE 5.02 "TOWN COMMISSION LIAISON; APPOINTMENT AND DEFINITION"; CORRECTING SCRIVENER'S ERRORS IN SECTION 2-203. "MEETINGS," SECTION 2-204. "COMMITTEES" AND SECTION 2-207. "RULES OF DEBATE"; SPECIFICALLY AMENDING AND CORRECTING THE TITLE OF SECTION 2-208. "ADDITIONAL ORDINANCES PROSCRIBING TOWN COMMISSION PROCEDURE"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** Section 20 of the Town of Surfside Charter provides that the Town Commission of the Town of Surfside shall fix its rules of procedure; and

**WHEREAS,** on April 14, 2009, the Town Commission adopted Ordinance No. 09-1517 amending the Town's rules of procedure for Town meetings which included creating Section 2-204. – Committees; and

**WHEREAS,** upon review of Ordinance No. 09-1517, scrivener's errors have been identified and shall be corrected; and

**WHEREAS,** for further clarification of the implementation of Town rules of procedure, Section 2-204. – Committees shall be amended to create rules distinguishing continuing and ad-hoc committees and to provide for a definition of liaison; and

**WHEREAS,** electronic files may pose logistic audio-visual challenges which may lead to delays and glitches during public meetings; and

**WHEREAS,** establishing guidelines for the submittal of electronic files to the Town Clerk prior to the public meeting will help improve the efficiency and ease of public meetings; and

**WHEREAS,** the Town Commission held its first public reading on August 9, 2016 and recommended approval of the proposed amendments to the Code of Ordinances having complied with the notice requirements by the Florida Statutes; and

WHEREAS, the Town Commission has conducted a second duly noticed public hearing on September 13, 2016 and these regulations as required by law and further finds the proposed change to the Code necessary and in the best interest of the community.

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

**Section 1. Recitals.** The above Recitals are true and correct and are incorporated herein by this reference:

**Section 2. Town Code Amended.** Article VI. - Rules of Procedure for Town Meetings of the Surfside Town Code of Ordinances are hereby amended and shall read as follows:

**Sec. 2-203. Meetings.**

\* \* \*

Rule 4.03 Electronic Files presented at Public Meetings.

Electronic files to be presented at Regular Town Commission Meetings must be provided to the Town Clerk by noon on the Friday prior to the meeting. Electronic files to be presented at all other public meetings in the Town of Surfside must be provided to the Town Clerk two business days prior to the scheduled meeting by the close of business.

**Sec. 2-204. - Committees.**

Rule 5.01 Continuing Committees, Sub-committees and Ad-hoc Committees.

There may be such standing continuing committees, sub-committees and ad-hoc committees of the Town eCommission created by resolution as the eCommission deems necessary to conduct the business of the Town appropriately and in accordance with the Town eCharter. Such committees shall be governed by these rules of procedure and if advisory, shall be subject to the Florida sunshine and public records laws. Each member of the Commission shall appoint one (1) member to each committee. Members of committees shall be appointed to serve until the expiration of the committee or to the end of the appointing Commissioner's term.

- (1) Continuing Committees and Sub-committee Committees. Continuing Committees and Sub-committees shall exist until abolished by the Commission.
- (2) Ad-hoc Committees. The expiration date for each Ad-hoc Committee shall be designated at the time of formation, or the Ad-hoc Committee shall expire when the Ad-hoc Committee reports to the Commission that its designated goal or goals have been accomplished.
- (3) All Continuing Committees, Sub-committees and Ad-hoc Committees shall abide by the following procedures:

- a. Mission Statement. Serve pursuant to a mission statement developed by the Town Commission.
- b. Officers and Elections. Except as provided otherwise in the resolution creating or re-authorizing a committee, each committee shall elect a Chairperson, Vice-Chairperson and Secretary at the first committee meeting held on or after the third Tuesday of March of each election year or as vacancies occur.
- c. Financial Disclosure Requirement/Standards of Conduct. If required by law, committee members shall file appropriate financial disclosure forms. All committee members shall be subject to the Standards of Conduct for Public Officers and Employees set by federal, state, county or other applicable ethics or conflicts of interest laws.
- d. Records. Minutes of all committee meetings shall be kept by the Secretary and shall be available for public inspection. The minutes shall be forwarded to each committee member for review and shall be approved by the committee at a meeting. Once approved, the meeting minutes shall be forwarded to the Town Clerk for filing.

During meetings, a standard sign-in register must be completed by the committee members and maintained by the Secretary. Attendance and absences must be recorded and submitted to the Town Clerk along with the minutes, even if there is not a quorum.

Each committee secretary shall be responsible for providing a current membership roster of all committee members to the Town Clerk.

- e. Compensation. All committee members shall serve without compensation and shall not otherwise obtain direct or indirect financial gain from their service on a committee.

Rule 5.02 Town Commission Liaison; Appointment and Definition.

- (1) Appointment: The Mayor shall designate and appoint one member of the Town Commission as the Liaison to each Board, Committee and Subcommittee of the Town Commission.
- (2) Definition: The Town Commission Liaison is defined as a nonvoting member of a Board, Committee or Subcommittee who communicates the activities of the Board, Committee or Subcommittee to the Town Commission.

\* \* \*

**Sec. 2-207. - Rules of debate**

*Rule 8.01 Rules of debate.*

\* \* \*

(m) *Renewal.* Once action is taken on a proposed ordinance or resolution neither the same matter nor its repeal or rescission may be brought before the Commissioner again for a three-month period following the said action unless application for renewal by three commissioners is first submitted to the presiding officer. Should an ordinance or resolution be proposed that raises the same previously resolved matter, or its repeal or rescission, in different or modified form during the three-month period, the presiding officer may declare the proposal out of order.

\* \* \*

**Sec. 2-208. - Additional ordinances ~~proscribing~~ prescribing town commission procedure.**

\* \* \*

*Rule 9.02 ~~Nonecomplainee~~ Noncompliance with procedural rules.*

If a procedural rule pursuant to this article of this board is not complied with as a result of either mistake, inadvertence or excusable neglect, as those terms are defined by law, by either the presiding officer or the parliamentarian, then the validity of the underlying substantive ordinance resolution, motion or other action shall in no way be affected thereby, and the failure of compliance with said procedural rule shall not be the basis for any person or party to challenge any ordinance, resolution or other action of this board.

**Section 3. Severability.** If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

**Section 4. Inclusion in the Code.** 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 5. Conflicts.** Any and all Ordinances and Resolutions or parts of Ordinances or Resolutions in conflict herewith are hereby repealed.

**Section 6. Effective Date.** This ordinance shall become effective upon adoption.

**PASSED and ADOPTED** on first reading this \_\_\_\_ day of \_\_\_\_\_, 2016.

**PASSED and ADOPTED** on second reading this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

On Final Reading Second by: \_\_\_\_\_

**FINAL VOTE ON ADOPTION:**

Commissioner Daniel Gielchinsky \_\_\_\_\_  
Commissioner Michael Karukin \_\_\_\_\_  
Commissioner Tina Paul \_\_\_\_\_  
Vice Mayor Barry Cohen \_\_\_\_\_  
Mayor Daniel Dietch \_\_\_\_\_

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

**ATTEST:**

\_\_\_\_\_  
Sandra Novoa, MMC, 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 Commission Communication

**Agenda Item #:** 5A

**Agenda Date:** August 9, 2016

**Subject:** Hawthorne Tot Lot Renovation Project

**Background:** In December 2012, the Parks and Recreation Department and the Parks and Recreation Committee were requested to develop a Five Year Capital Plan for the Parks and Recreation Department. The Plan includes the priority capital projects. The renovation and fence replacement of the Hawthorne Tot Lot is currently listed as the number one priority. The Hawthorne Tot Lot Renovation Project consists of the purchase, installation of playground equipment, demolition of existing playground equipment and the Tot Lot fence replacement. The Tot Lot has been in operation for over twenty-five years without any major repairs or renovations. The main play structure has not been replaced and is beyond any repairs to remain current with safety standards and provides insufficient recreational use at the facility. The fence is outdated and provides for an inadequate perimeter of the tot lot facility. Given the current status of the facility, the renovation would upgrade the facility by eliminating potential safety hazards and substantially improve the quality of the park.

**Analysis:** The Five Year Capital Plan was established to set priorities. This project is currently ranked as the number one project. The changing demographics over the years have led to an increase in usage of the facility and the need for renovation. The Parks and Recreation Department is working with a reputable vendor, GameTime, who provides competitive pricing off the U.S. Communities contract and has entered into a competitive bid with Mecklenburg County. The vendor GameTime meets the supply and installation needs for the Hawthorne playground equipment. The purchase, installation of the playground equipment and demolition of the existing playground equipment cost \$96,002.50.

The Parks and Recreation Department obtained competitive bids for the fence replacement from:

- 1) Miami Iron Work, Inc.      \$28,858.43
- 2) Miami Gates Systems      \$26,500.00
- 3) Fence Masters, Inc.      \$17,685.00

After reviewing all three proposals submitted to the Town, the Parks and Recreation Director recommends the selection of the Fence Masters, Inc., who meets the supply and installation needs for the Tot Lot fence replacement.



**Budget Impact:** The total cost of the Hawthorne Tot Lot Renovation Project is \$113,687.50. Funding for the Hawthorne Tot Lot Renovation Project will be provided from the Capital Projects Fund Account No. 301-4400-572-6370. The source of funding for this Project was from developer contributions for Parks and Recreation improvements.

**Recommendation:** To approve the Resolution for the Hawthorne Tot Lot Renovation Project. To amend the 2015/2016 Fiscal Year Budget. To authorize the appropriation and expenditure of the total amount of \$113,687.50 from the Capital Projects Fund Account No. 301-4400-572-6370 for the Hawthorne Tot Lot Renovation Project.



\_\_\_\_\_  
Tim, Millian, Parks and Recreation Director



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



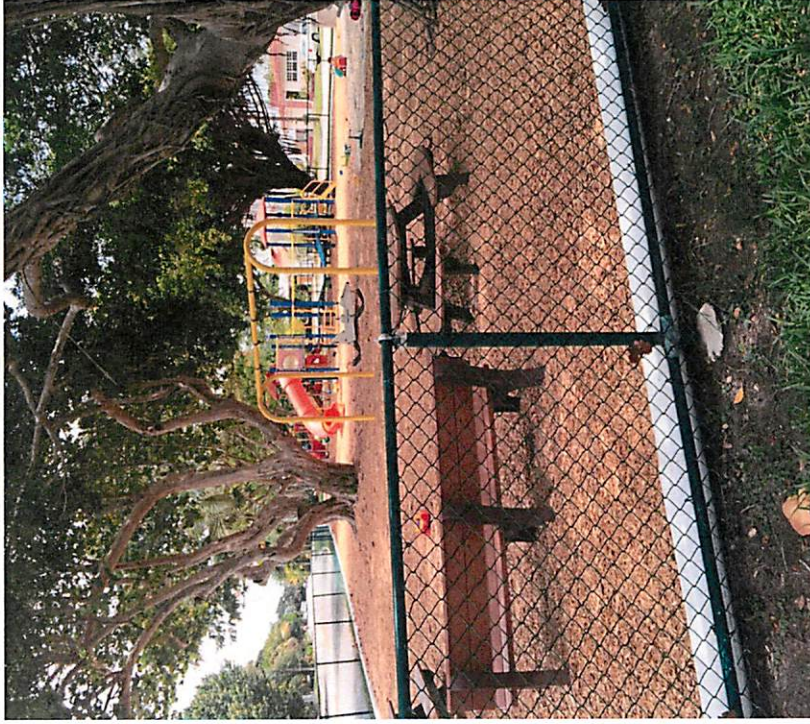
\_\_\_\_\_  
Donald Nelson, Finance Director

# HAWTHORNE TOT LOT RENOVATION





# Hawthorne Tot Lot



- Original Playground equipment is over 25 years old
- Original structure has been altered to maintain safety standards
- Sandbox perimeters cement surface
- Limited shade over major play structure
- Limited tables and trash receptacles
- Fence is chain link and against Town code





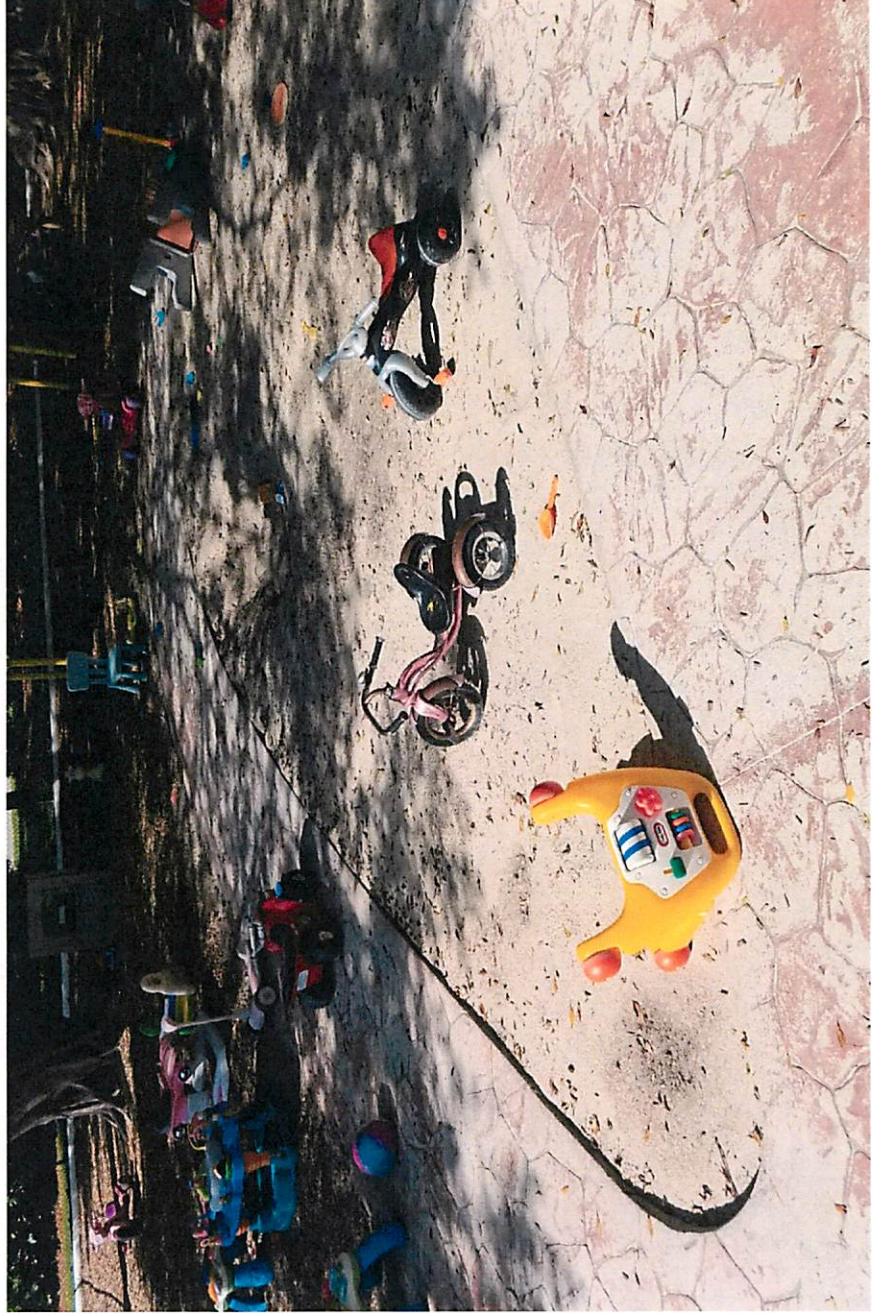
# Hawthorne Tot Lot

## Main Play Structure





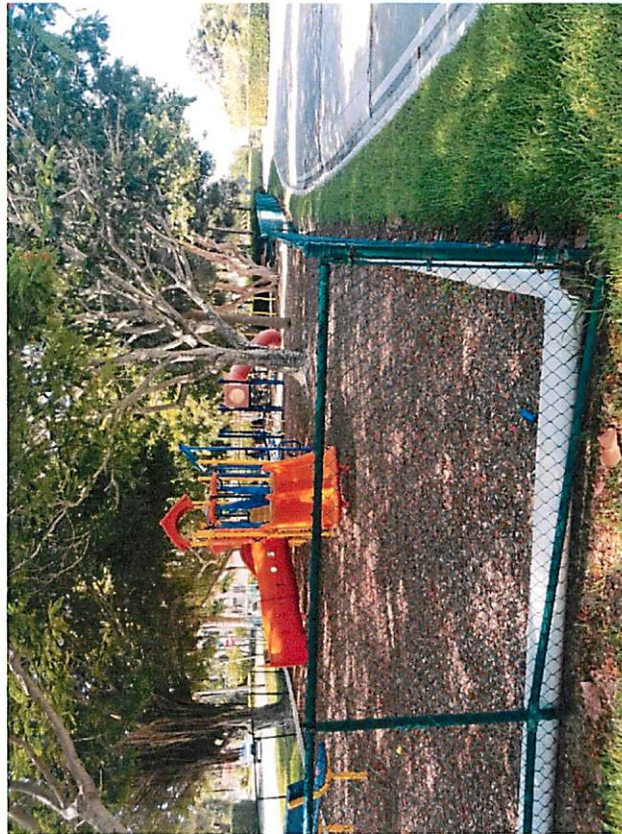
# Hawthorne Tot Lot Sand Box





# Hawthorne Tot Lot Fencing

Current



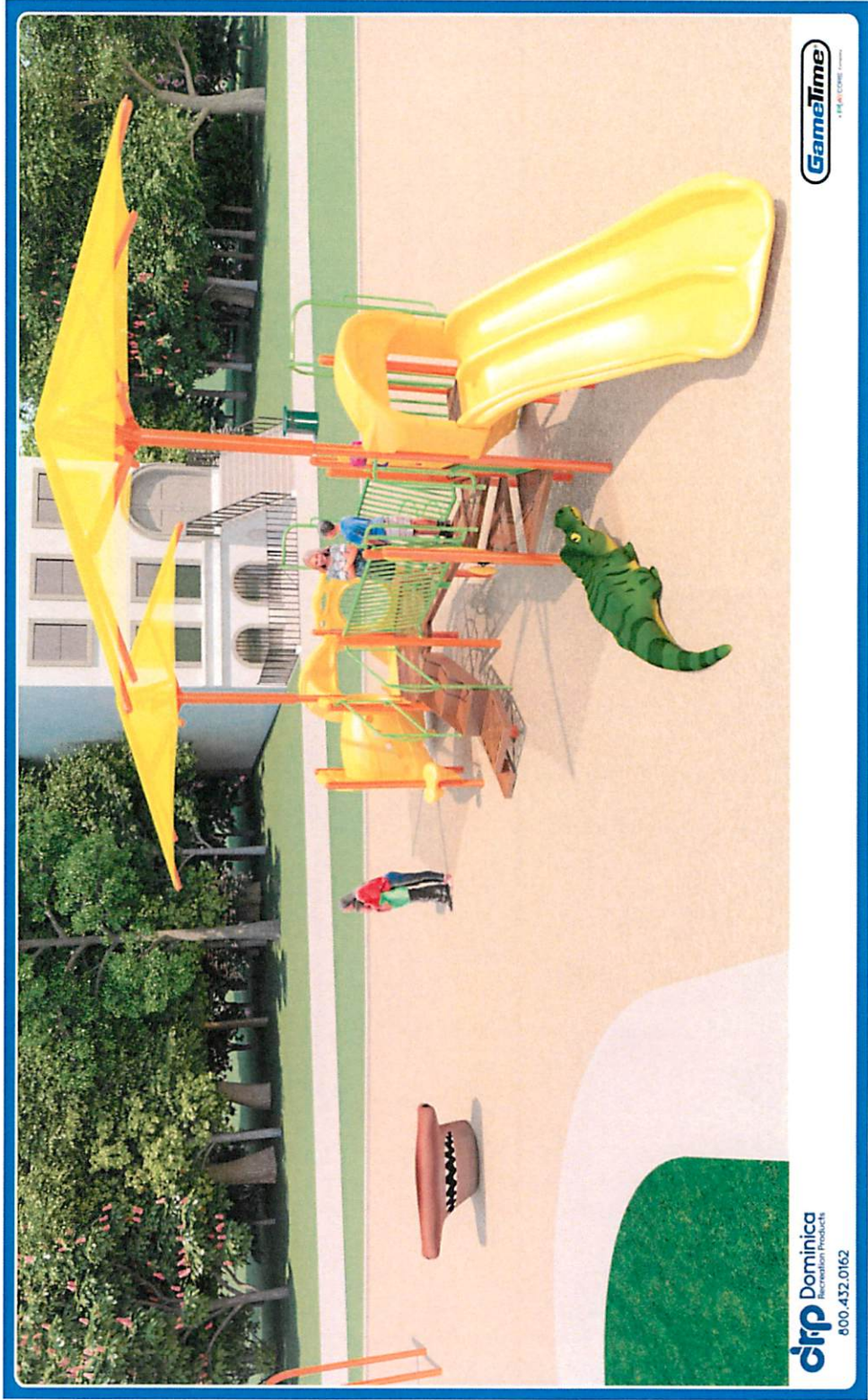
Proposed (Similar)





# Hawthorne Tot Lot

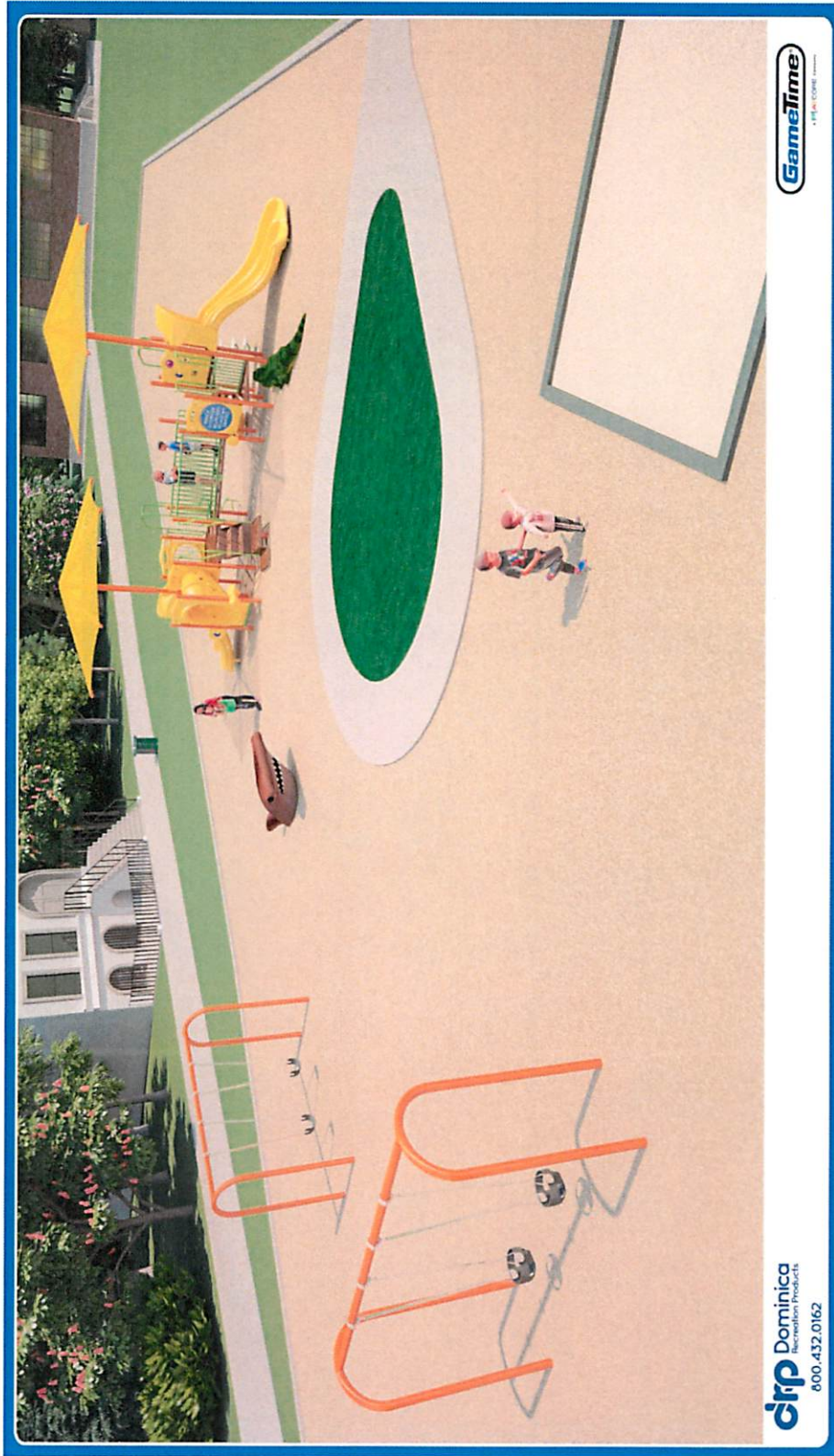
## Shade and Additional Equipment





# Hawthorne Tot Lot

## Conceptual





# Hawthorne Tot Lot

## Recommended Renovations

- Replace one play structure (with two shade umbrellas)
- Add additional equipment
- Install playground playcurb
- Relocate sand box
- Add turf in existing sand box
- Add trash receptacles
- Replace and replenish playground mulch
- Add two tables



**RESOLUTION NO. 16 - \_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING AND APPROVING THE APPROPRIATION AND EXPENDITURE OF FUNDS FOR THE HAWTHORNE TOT LOT RENOVATION PROJECT; APPROVING AND AUTHORIZING THE TOWN TO PIGGYBACK OFF THE COMPETITIVELY BID U.S. COMMUNITIES CONTRACT NO. 110179.09 NINTH AMENDMENT TO MASTER PURCHASE AGREEMENT BETWEEN MECKLENBURG COUNTY, STATE OF NORTH CAROLINA AND GAMETIME DIVISION OF PLAYCORE WISCONSIN, INC. IN THE AMOUNT OF \$96,002.50; AWARDDING THE PROPOSAL TO FENCE MASTERS, INC. FOR THE HAWTHORNE TOT LOT FENCE REPLACEMENT IN THE AMOUNT OF \$17,685.00; APPROVING THE TOTAL EXPENDITURE OF FUNDS AMENDING THE TOWN'S BUDGET FOR 2015/2016 FISCAL YEAR FROM THE FISCAL YEAR 2015/2016 CAPITAL PROJECTS FUND ACCOUNT NO. 301-4400-572-6370 FOR THE AMOUNT OF \$113,687.50; PROVIDING FOR APPROVAL AND AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on September 17, 2013 the Town Commission adopted a Five Year Capital Plan for the Parks and Recreation Department in Resolution No. 13-2187 and pursuant to the Capital Plan the Hawthorne Tot Lot Renovation Project was listed as a leading priority; and

**WHEREAS**, the Hawthorne Tot Lot Renovation Project consists of the purchase, installation of playground equipment, demolition of existing playground equipment and the Tot Lot fence replacement; and

**WHEREAS**, the existing playground equipment and the Tot Lot fence is outdated and in need of replacement; and

**WHEREAS**, pursuant to Florida Statutes Chapter 163 Intergovernmental Programs, Part 1 (163.01) Florida Interlocal Cooperation Act of 1969, the Town of Surfside is permitted to join national cooperative purchasing agreements; and

**WHEREAS**, it is in the best interest of the Town to piggyback off the Mecklenburg County, North Carolina contract No. 110179.09 Ninth Amendment to Master Purchase Agreement to provide Park and Playground Equipment, Surfacing, Site

Furnishings and Related Commodities and Services through the U.S. Communities Government Purchasing Cooperative (See Attachment “A”); and

**WHEREAS**, Contract No. 110179.09 has been competitively solicited and in accordance with the Surfside procurement process and pursuant to Section 3-13(3) of the Town of Surfside Code of Ordinances, purchases made under state general service administration contracts, federal, county or other governmental contracts are exempt from the Town’s competitive bidding procedures; and

**WHEREAS**, the purchase, installation of the playground equipment and demolition of the existing playground equipment costs \$96,002.50 (See Attachment “B”); and

**WHEREAS**, the fence replacement is part of the Hawthorne Tot Lot Renovation Project; and

**WHEREAS**, the Parks and Recreation Department received the following three (3) proposals for the Tot Lot fence replacement (See Composite Attachment “C”):

- 1) Miami Iron Work, Inc. \$28,858.43
- 2) Miami Gates Systems \$26,500.00
- 3) Fence Masters, Inc. \$17,685.00

**WHEREAS**, after reviewing all three proposals submitted to the Town, the Parks and Recreation Director recommends the selection of the Fence Masters, Inc., whom was chosen to be the lowest and the most responsive bidder at a cost of \$17,685.00; and

**WHEREAS**, Town Commission of the Town of Surfside, Florida considers it is in the best interest of the Town to approve the expenditure in the total amount of \$113,687.50 for the installation of playground equipment, demolition of existing playground equipment and the Hawthorne Tot Lot fence replacement; and

**WHEREAS**, the Town Commission authorizes to amend the 2015/2016 Fiscal Year Budget to appropriate and expend funds in the total amount of \$113,687.50 from the Capital Projects Fund Account No. 301-4400-572-6370 for the Hawthorne Tot Lot Renovation Project.

**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 Amend the Fiscal Year 2015/2016 Annual Budget to Appropriate and Expend Funds.** The Town Commission hereby authorizes to amend the Fiscal Year 2015/2016 Annual Budget, appropriate and expend funds from the fiscal

year 2015/2016 from the Capital Projects Fund Account No. 301-4400-572-6370 to piggyback off the competitively bid U.S. Communities Contract No. 110179.9 Ninth Amendment to Master Purchase Agreement Between Mecklenburg County, State of North Carolina and Gametime Division of Playcore Wisconsin, Inc. in the amount of \$96,002.50 for the purchase, installation of playground equipment and demolition of existing playground equipment and awarding the proposal to Fence Masters, Inc. for the Hawthorne Tot Lot Fence Replacement in the amount of \$17,685.00.

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

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

**PASSED AND ADOPTED** this \_\_\_\_\_ day of August, 2016.

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

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

**FINAL VOTE ON ADOPTION**

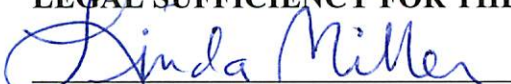
Commissioner Daniel Gielchinsky \_\_\_\_\_  
Commissioner Michael Karukin \_\_\_\_\_  
Commissioner Tina Paul \_\_\_\_\_  
Vice Mayor Barry Cohen \_\_\_\_\_  
Mayor Daniel Dietch \_\_\_\_\_

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

**ATTEST:**

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

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

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



STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

CONTRACT # 110179.09

**NINTH AMENDMENT TO MASTER PURCHASE AGREEMENT**

**THIS NINTH AMENDMENT** to the Agreement to provide Park And Playground Equipment, Surfacing, Site Furnishings and Related Commodities and Services (the "Amendment") is made and entered into this 1st day of June 2016 by and between Mecklenburg County, a North Carolina municipal corporation (the "County") and GameTime Division of Playcore Wisconsin, Inc., a corporation doing business in the State of North Carolina (the "Company").

**STATEMENT OF BACKGROUND AND INTENT**

- A. The County and the Company entered into a written Agreement dated September 17, 2010 (the "Agreement") pursuant to which the Company agreed to provide Park and Playground Equipment, Surfacing, Site Furnishings and Related Products and Services to the County and other Participating Public Agencies.
- B. The County and the Company agreed to amend the contract on April 7, 2011 to incorporate a four percent (4%) price increase.
- C. The County and the Company agreed to amend the contract on January 2, 2012 to incorporate a 1.8 percent (1.8%) price increase, revised freight rates, and new products.
- D. The County and the Company agreed to amend the contract on February 1, 2013 to incorporate a 2.47 percent (2.47%) price increase and new products offered by the Company.
- E. The County and the Company agreed to amend the contract on May 1, 2013 to incorporate the new Colorado Timing System products offered by the Company.
- F. The County and the Company agreed to amend the contract on March 1, 2014 to incorporate a 3.3 percent (3.3%) price increase, and new products offered by the Company.
- G. The County and the Company agreed to amend the contract on January 1, 2015 to incorporate a 3.4 percent (3.4%) price increase, and new products offered by the Company.
- H. The County and the Company agreed to amend the contract on July 1, 2015 to renew the original Agreement through September 16, 2016.
- I. The County and the Company agreed to amend the contract on January 1, 2016 to incorporate a three percent (3%) price increase, and new products offered by the Company.
- J. The parties now desire to amend the Agreement by making certain changes to the product and pricing provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby amend the Agreement as follows:

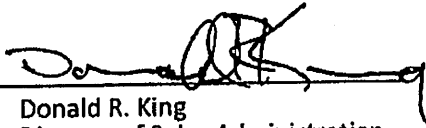
#### **AGREEMENT**

1. Defined terms used in this Eighth Amendment shall have the same meaning as are assigned to such terms in the Agreement.
2. Pursuant to Section 3 of the Agreement, the County wishes to exercise its option to renew the original Agreement for an additional one-year term to expire on September 16, 2017, unless earlier terminated in accordance with the terms of this Agreement.
3. Except to the extent specifically provided in the amendment contained herein, this Eighth Amendment shall not be interpreted or construed as waiving any rights, obligations, remedies or claims the parties may otherwise have under this Agreement.
4. In all other respects and except as modified herein, the terms of the Agreement shall remain in force and effect.

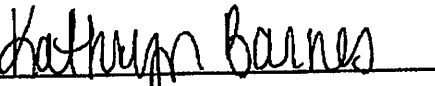


IN WITNESS WHEREOF, an in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have each caused this Amendment to be executed by its duly authorized representative, all as of the date first set forth above.

GAMETIME DIVISION, PLAYCORE WISCONSIN, INC.

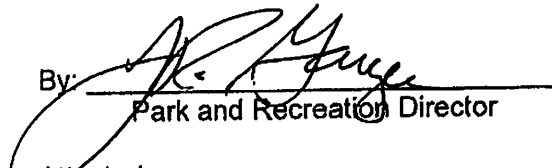
By:   
Donald R. King  
Title: Director of Sales Administration

Attested:

By:   
Kathryn Barnes  
Title: Sales & Marketing Assistant

MECKLENBURG COUNTY:

By: \_\_\_\_\_  
County/General Manager

By:   
Park and Recreation Director  
Attested:

By: \_\_\_\_\_  
Clerk to the Board

Approved As To Form:

By: \_\_\_\_\_  
County Attorney

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: \_\_\_\_\_  
Finance Director

Approved As To Insurance Requirements:

By: \_\_\_\_\_  
Risk Management



# Mecklenburg County

## Signature Page

**Contract Number:** 110179

**Amendment Number:** 09

**Contractor Name:** GAMETIME DIVISION OF PLAYCORE - WISCONSIN, IN

**MECKLENBURG COUNTY:**

**ATTEST:**

Handwritten signature of Leslie Johnson in black ink.

Leslie Johnson  
Assistant County Manager

No Pre-Audit Required.

Handwritten signature of Wanda Reeves in black ink.

Wanda Reeves  
Finance Director

**APPROVED AS TO FORM:**

Handwritten signature of Tyrone Wade in black ink.

Tyrone Wade  
County Attorney

**APPROVED AS TO INSURANCE  
REQUIREMENTS:**





STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

CONTRACT NO. 110179

**AGREEMENT TO PROVIDE PLAYGROUND EQUIPMENT,  
SURFACING, SITE FURNISHINGS AND RELATED  
PRODUCTS AND SERVICES**

This Agreement (the "Agreement") is entered into as of this 17<sup>th</sup> Day of September, 2010, (the "Effective Date"), by and between PlayCore Wisconsin, Inc. dba GameTime (the "Company") a corporation doing business in North Carolina (the "Company"), and Mecklenburg County, a political subdivision of the State of North Carolina (the "County").

**Statement of Background and Intent**

- A. The County issued a Request for Proposals (RFP Number 269-2010-183) dated March 19, 2010 requesting proposals from qualified firms to provide the County and other Participating Public Agencies with Playground Equipment, Surfacing, Site Furnishings, and Related Products and Services hereafter referred to as ("Products"). This Request for Proposals, together with all attachments and any amendments, is referred to herein as the "RFP".
- B. The Company submitted a proposal in response to RFP Number 269-2010-183 on May 5, 2010. This bid, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Proposal."
- C. The County awarded this contract on July 6, 2010, to Company to provide Playground Equipment, Surfacing, Site Furnishings, and Related Products and Services to the County all in accordance with the terms and conditions set forth herein.
- D. Charlotte-Mecklenburg (herein "Lead Public Agency"), in cooperation with the U.S. Communities Government Purchasing Alliance (herein "U.S. Communities"), and on behalf of other public agencies that elect to access the Master Agreement (herein "Participating Public Agencies"), competitively solicited and awarded the Master Agreement to the Company. Lead Public Agency has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Master Agreement to Participating Public Agencies.

Lead Public Agency is acting as the "Contracting Agent" for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company shall deal directly with each Participating Public Agency concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such Participating Public Agency's access to the Master Agreement.

The Master Agreement shall be construed to be in accordance with and governed by the laws of the State in which the Participating Public Agency exists. Participating Public Agencies are required to register on-line with U.S. Communities at [www.uscommunities.org](http://www.uscommunities.org). The registration allows the Participating Public Agency to enter into a Master Intergovernmental Cooperative Purchasing Agreement ("MICIPA"), which is intended to allow the Participating Public Agencies to meet applicable legal requirements and facilitate access to the Master Agreement and the Company.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and conditions contained in this Agreement, the parties agree as follows:

#### A G R E E M E N T

1. **INCORPORATION OF EXHIBITS.** The following Exhibits are attached to this Agreement and incorporated into and made a part of this Agreement by reference:

Exhibit A:	Contract Pricing, Discount Structures and Pricing Incentives
Exhibit B:	Installation Fees
Exhibit C:	National Network of Distributors and Certified Installers
Exhibit D:	U.S. Communities Administrative Agreement
Exhibit E:	Freight Rate Schedules
Exhibit F:	Product Warranties
Exhibit G:	Company's Proposal (not attached, but incorporated herein by reference)
Exhibit H:	RFP #269-2010-183 (not attached, but incorporated herein by reference)

Each reference to the Agreement shall be deemed to include all Exhibits. Any conflict between language in an Exhibit to this Agreement and the main body of this Agreement shall be resolved in favor of the main body of this Agreement. Each reference to GameTime in the Exhibits and Appendices shall be deemed to mean the Company.

2. **DEFINITIONS.** The following terms shall have the following meanings for purposes of this Agreement (including all Exhibits):

- 2.1. **AGREEMENT.** The term "Agreement" shall mean this Agreement including the Company's Proposal, the RFP and all attachments, exhibits, and addenda (all as defined in the Statement of Background and Intent).
- 2.2. **DOCUMENTATION.** The term "Documentation" shall mean all written, electronic, or recorded works, and all enhancements and updates thereto, that describe the use, functions, features, or purpose of the Products and Services, including without limitation all functional and technical specifications, end user manuals, guides and other materials which relate to the Products and Services, or which are necessary to fully utilize the Products and Services.
- 2.3. **DELIVERABLES.** The term "Deliverables" shall mean all equipment, materials, drawings, data, wiring, cable, installation services, incidentals and all other items that the Company is required to complete and deliver to the County in connection with this Agreement.
- 2.4. **DEFECT.** The term "Defect" shall mean any failure of the Products, or any component thereof, to conform fully to the Specifications and Requirements. Non-conformity is not a Defect if it results from the County's misuse, improper use, alteration, or damage of the Products.
- 2.5. **EFFECTIVE DATE.** The term "Effective Date" refers to the date this Agreement is fully executed by all parties to the Agreement.
- 2.6. **PARTICIPATING PUBLIC AGENCY.** The term shall mean any and all states, local governments, school districts, and higher education institutions and other public agencies and nonprofit organizations that have authority to purchase from another public agency's competitively solicited contract.

- 2.7. **PRODUCTS.** The term "Products" shall mean Playground Equipment, Surfacing, Site Furnishings, and Related Products that the Company agreed to provide in the Company's Proposal.
- 2.8. **SERVICES.** The term "Services" shall include all services that the Company agreed to provide in the Company's Proposal, including all design, assembly, installation, reporting, and optional work.
- 2.9. **SPECIFICATIONS AND REQUIREMENTS.** The term "Specifications and Requirements" shall mean all definitions, descriptions, requirements, criteria, warranties and performance standards relating to the Products and Services which are set forth or referenced in: (a) this Agreement, including all Exhibits; (b) the Company's proposal; (c) the RFP; (d) the Documentation; and (e) any functional and/or technical specifications which are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Products. Notwithstanding the forgoing, if the Company improves the Products or Services over time to incorporate new technology or improved features or functionality, and provided the improved Products or Services under this Agreement, the descriptions, specifications and requirements for such improvements shall be deemed part of the Specifications and Requirements. Also notwithstanding the forgoing, the Company's Bid shall only take precedence over the ITB to the extent the Company properly took exception to the terms of the ITB in the manner required by the ITB.
3. **TERM.**  
The initial term of this Agreement will be for five (5) years from the Effective Date with an option to renew for two (2) additional one-year terms. This Agreement may be extended only by a written amendment to the contract signed by both parties.
4. **GENERAL DESCRIPTION OF PRODUCTS AND SERVICES.**  
The Company shall provide the Products and Services in accordance with the terms of the Company's proposal, and in compliance with all other conditions, covenants, stipulations, terms and provisions contained in this Agreement.
5. **SHIPPING AND DELIVERY.**  
All shipments shall be F.O.B. destination with freight charges prepaid and listed separately. Actual freight charges shall be added at time of invoicing as determined and supported by the carrier's freight bill. Estimated freight charges shall be provided at the time of quotation utilizing the freight rate schedules incorporated into this Agreement as Exhibit E.
6. **INSTALLATION, MAINTENANCE AND SAFETY INSPECTIONS.**  
The County and Participating Public Agencies shall be responsible for contracting installation services on a project-by project basis as needed. If included with purchase, all equipment shall be installed by a GameTime Installer in accordance with the standards established by the terms, specifications, drawings, and construction notes for each project and meet manufacturer's specifications and industry standards. County and Participating Public Agencies shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Participating Public Agency shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs.
7. **COMPENSATION.**
- 7.1. The County shall pay the Company for Products and Services compliant with the Specifications and requirements of this Agreement based on the fixed percentage discounts from the current manufacturer's price index as identified and incorporated into this Agreement as Exhibit A.
- 7.2. The Company agrees the fixed percentage discounts will remain firm for the entire contract term.
- 7.3. Pricing shall remain in effect until December 31, 2011. Thereafter, the Company shall advise the Charlotte-Mecklenburg Procurement Services Department in writing of any proposed price increases no later than sixty (6) days prior to the effective date of the requested increase.

7.4. The Company shall be responsible for furnishing and delivering approved price lists and the most current catalogs to the County and other participating public entities, upon request.

7.5. The Company agrees that if a public agency is otherwise eligible for lower pricing through a federal, state, regional, or local contract, the Company will match the pricing.

8. **OPTIONAL WORK.**

The County and Participating Public Agencies may elect to request quotations for additional services not specifically listed in the Company's proposal or this Agreement. The Company shall provide quotations for optional products and services as requested, to provide a full turnkey solution.

9. **BILLING.**

Each invoice sent by the Company shall detail all items delivered which are necessary to entitle the Company to the requested payment under the terms of this Agreement. The Company shall mail all invoices to:

Mecklenburg County  
Finance - Accounts Payable  
600 East 4<sup>th</sup> St.  
Charlotte, NC 28202

The County will pay all accurate, properly submitted, uncontested invoices within thirty (30) days of receipt. Proposals may include an incentive discount for early payment. Invoices must include state and local sales tax.

10. **GENERAL WARRANTIES.**

Company represents and warrants that:

10.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of North Carolina, and is qualified to do business in North Carolina;

10.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;

10.3 The execution, delivery, and performance of this Agreement have been duly authorized by Company;

10.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Agreement;

10.5 In connection with its obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and

10.6 The Company shall not violate any agreement with any third party by entering into or performing this Agreement.

11. **ADDITIONAL REPRESENTATIONS AND WARRANTIES.**

Company represents warrants and covenants that:

11.1 The Services shall satisfy all requirements set forth in this Agreement, including but not limited to the attached Exhibits;

- 11.2 All work performed by the Company and/or its subcontractors pursuant to this Agreement shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
- 11.3 Neither the Services, nor any Deliverables provided by the Company under this Agreement will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and
- 11.4 The Company has taken and will continue to take precautions sufficient to ensure that it will not be prevented from performing all or part of its obligations under this Agreement by virtue of interruptions in the computer systems used by the Company.

12. TERMINATION.

12.1. *TERMINATION WITHOUT CAUSE.* The County may terminate this Agreement at any time without cause by giving thirty (30) days written notice to the Company.

12.2. *TERMINATION FOR DEFAULT BY EITHER PARTY.* By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:

- (a) The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
- (b) The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof; or
- (c) The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Agreement if the default is not cured within the specified period.

12.3. *ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE COUNTY.* By giving written notice to the Company, the County may also terminate this Agreement upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

- (a) The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, Company's Proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement; or
- (b) The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.

- 12.4. **CANCELLATION OF ORDERS AND SUBCONTRACTS.** In the event this Agreement is terminated by the County for any reason prior to the end of the term, the Company shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Company shall submit a statement to the County showing in detail the services performed under this Agreement to the date of termination.
- 12.5. **NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS.** Any termination of the Agreement shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the County, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.
- 12.6. **OBLIGATIONS UPON EXPIRATION OR TERMINATION.** Upon expiration or termination of this Agreement, the Company shall promptly (a) return to the County all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the County; (b) deliver to the County all Work Product; (c) allow the County or a new service provider access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate the Services to a new service provider; and (d) refund to the County all pre-paid Warranty Fees (other than pre-paid Warranty Fees for the then current year).
- 12.7. **NO SUSPENSION.** In the event that the County disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Agreement, the Company agrees that it will not terminate this Agreement or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- 12.8. **AUTHORITY TO TERMINATE.** The County Manager or their designee is authorized to terminate this Agreement on behalf of the County.
- 12.9. **AUDIT.** During the term of the Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the County shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Agreement or the County's payment obligations. The County shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the County in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the County for the cost of the audit.
13. **TRANSITION SERVICES UPON TERMINATION.** Upon termination or expiration of this Agreement, the Company shall cooperate with the County to assist with the orderly transfer of the Services, functions and operations provided by the Company hereunder to another provider or to the County as determined by the County in its sole discretion. The transition services that the Company shall perform if requested by the County include but are not limited to:
- a. Working with the County to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and

- b. Notifying all affected service providers and subcontractors of the Company of transition activities;
  - c. Performing the transition service plan activities;
  - d. Answering questions regarding the products and services on an as-needed basis; and
  - e. Providing such other reasonable services needed to effectuate an orderly transition to a new system.
14. **AMENDMENTS.** In the event changes to the Agreement become necessary or desirable to the parties, the parties shall follow the procedures set forth in this Section. A Change shall be effective only when documented by a written, dated agreement executed by both parties which expressly references and is attached to this Agreement (an "Amendment"). The Amendment shall set forth in detail: (i) the Change requested, including all modifications of the duties of the parties; (ii) the reason for the proposed Change; and (iii) a detailed analysis of the impact of the Change on the results of the Services and time for completion of the Services, including the impact on any associated price.

In the event either party desires an Amendment, the party shall submit to the other party a proposed change. If the receiving party does not accept the Contract Amendment in writing within ten (10) days, the receiving party shall be deemed to have rejected the proposed change. If the parties cannot reach agreement on a proposed change, the Company shall nevertheless continue to render performance under this Agreement in accordance with its (unchanged) terms and conditions.

15. **INDEMNIFICATION.** The Company shall indemnify, defend and hold harmless the County and the County's officers, employees and agents from and against any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations and other liabilities (including settlement amounts) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) copyright, trademark or patent infringement or other infringement of proprietary rights with respect to any of the Products or Services delivered to the County pursuant to this Agreement ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Agreement; or (iii) arising from the Company's failure to perform its obligations under this Agreement, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Agreement, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from any claim that a Company employee or subcontractor is an employee of the County, including claims relating to worker's compensation, failure to withhold taxes and the like.

If an Infringement Claim occurs, the Company shall either: (i) procure for the County the right to continue using the affected Product or Service; or (ii) repair or replace the infringing Product or Service so that it becomes non-infringing, provided that the performance of the System or any component thereof shall not be adversely affected by such replacement or modification. If the Company is unable to comply with the preceding sentence within thirty days after the County is directed to cease use of a Product or Service, the Company shall promptly refund to the County all amounts paid under this Agreement, other than Extended Maintenance Fees.

The indemnification requirement is not intended to cover, and the Company is not responsible for, any damages that result from lack of maintenance; inadequate supervision; negligence; intentional acts of anyone other than the Company or their affiliates; inadequate surfacing; or vandalism.

It is the intent of any insurance provided by the Company to indemnify for product liability claims arising solely from the negligent design or manufacture of the Playground Equipment when such goods and services are provided by Company or Company's subcontractors. This clarifies and supersedes any other section of the contract concerning indemnification that could be interpreted otherwise.

16. **INSURANCE.** Throughout the term of this Agreement, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Agreement, or in the event the Company fails to provide the County with the required certificates of insurance, the County shall be entitled to terminate this Agreement immediately upon written notice to the Company.

16.1. **General Requirements.**

- (a) The Company shall not commence any work in connection with this Agreement until it has obtained all of the types of insurance set forth in this Section and such insurance has been approved by the County. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.
- (b) All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall furnish the County with proof of insurance coverage by certificates of insurance accompanying this Agreement and shall name the County as an additional named insured under the commercial general liability.
- (c) The County shall be exempt from, and in no way liable for any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

16.2. **Types of Insurance.** The Company agrees to purchase and maintain during the life of this Agreement with an insurance company, acceptable to the County, authorized to do business in the State of North Carolina the following insurance:

- (a) **Automobile Liability.** Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit - bodily injury and property damage.
- (b) **Commercial General Liability.** Bodily injury and property damage liability as shall protect the Company and any subcontractor performing work under this Agreement, from claims of bodily injury or property damage which arise from operation of this Agreement, whether such operations are performed by the Company, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate, or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, operations, personal injury liability and contractual liability, assumed under the indemnity provision of this Agreement.
- (c) **Workers' Compensation Insurance.** The Company shall meet the statutory requirements of the State of North Carolina, \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit.

The County shall be named as additional insured under the commercial general liability insurance for operations or services rendered under this Agreement. Certificates of all required insurance shall be furnished to the County and shall contain the provision that the County will be given thirty (30) day written notice of any intent to amend or terminate by either the insured or the insuring company.

It is understood that Playground Equipment will be in the care, custody, and control of the County or Participating Public Agency following installation. It is further understood that the Company cannot additionally insure the eventual owners of the equipment for Participating Public Agencies nationwide for any damages that result from lack of maintenance, inadequate supervision, negligence, or intentional acts



by anyone other than the Company or their affiliates; inadequate surfacing, or vandalism. The responsibility for maintenance and supervision belongs to the County or Participating Public Agency and the public user respectively.

17. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Agreement is solely that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the County that may arise under law or under the terms of this Agreement.
18. **SUBCONTRACTING.** The Company shall not subcontract any of its obligations under this Agreement without the County's prior written consent. In the event the County does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Agreement. Any subcontract entered into by Company shall name the County as a third party beneficiary.
11. **NON-DISCRIMINATION.** The Company agrees that it has adopted and will maintain and enforce a policy of nondiscrimination on the basis of race, color, religion, sex, age, national origin, or disability.

The Company agrees that it will inform the County of any alleged violation(s) of employment practices involving any employees who work on the Project which are asserted in any claims filed with the Equal Employment Opportunity Commission, Labor Department or any other federal or state compliance agency. The Company will also inform the County of the final disposition of such cases.

19. **AUDIT.** During the term of this Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the County shall have the right to audit, either itself or through a third party, the books and records (including but not limited to the technical records) of the Company in connection with this Agreement, to ensure the Company's compliance with all the terms and conditions of this Agreement or the County's payment obligations.
20. **COMPANY WILL NOT SELL OR DISCLOSE DATA.** The Company will treat as confidential information all data provided by the County in connection with this agreement. County data processed by the Company shall remain the exclusive property of the County. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the County in any manner except that contemplated by this agreement.
21. **WORK ON COUNTY'S PREMISES.** The Company will ensure that its employees and agents shall, whenever on the County's premises, obey all instructions and directions issued by the County's project manager with respect to work on the County's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the County when on the County's premises.
22. **DRUG-FREE WORKPLACE.** The County is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Agreement:
  - 22.1. Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
  - 22.2. Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any

available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;

- 22.3. Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;
- 22.4. Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;
- 22.5. Make a good faith effort to continue to maintain a drug-free workplace for employees; and
- 22.6. Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Agreement shall be ground for suspension, termination or debarment.

23. **NOTICES.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

23.1. Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Agreement shall be sent to:

<b>For The Company:</b>	<b>For The County:</b>
Don King	Karen Ruppe
PlayCore Wisconsin, Inc. dba GameTime	Charlotte-Mecklenburg Procurement Services
150 Playcore Drive	600 East 4 <sup>th</sup> Street
Fort Payne, AL 35967	Charlotte, NC 28202
Phone: 256.997.5255	Phone: 704.336.2992
Fax: 256.997.5455	Fax: 704.632.8254
E-mail: dking@playcore.com	E-mail: kruppe@ci.charlotte.nc.us
<b>With Copy To:</b>	<b>With Copy To:</b>
	Tyrone Wade
	Deputy County Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704.336.4135
	Fax:
	E-mail: TyroneC.Wade@mecklenburgcountync

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

24. **MISCELLANEOUS**

24.1. **ENTIRE AGREEMENT.** This Agreement, (including all Exhibits) and the Confidentiality Agreement constitute the entire agreement between the parties with respect to the subject matter

herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.

- 24.2. **AMENDMENT.** No amendment or change to this Agreement shall be valid unless in writing and signed by the party against whom enforcement is sought.
- 24.3. **GOVERNING LAW AND JURISDICTION.** North Carolina law shall govern the interpretation and enforcement of this Agreement, and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Agreement shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.
- 24.4. **BINDING NATURE AND ASSIGNMENT.** This Agreement shall bind the parties and their successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 25.10 constitute an assignment.
- 24.5. **FORCE MAJEURE.** Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to this Contract, and such failure or delay shall not be deemed a default of this Contract or grounds for termination hereunder if all of the following conditions are satisfied:
- (a) if such failure or delay:
    - i. could not have been prevented by reasonable precaution;
    - ii. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
    - iii. if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.
  - (b) An event which satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the Service Provider shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the Service Provider continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
  - (c) Upon the occurrence of a Force Majeure Event, the Service Provider shall immediately notify the County by telephone (to be confirmed by written notice within two (2) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents Service Provider from performing its obligations for more than five (5) days, the County shall have the right to terminate this Agreement by written notice to the Service Provider.

Strikes, slowdowns, lockouts, walkouts, industrial disturbances and other labor disputes shall not constitute Force Majeure Events and shall not excuse the Service Provider from the performance of its obligations under this Agreement.

An event which satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force

Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the County shall have the right to terminate this Agreement by written notice to the Company.

- 24.6. SEVERABILITY. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of this Agreement so long as the material purposes of this Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 24.7. NO PUBLICITY. No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Agreement or the County in any manner without the prior written consent of the County. Notwithstanding the forgoing, the parties agree that the Company may list the County as a reference in responses to requests for proposals, and may identify the County as a customer in presentations to potential customers.
- 24.8. WAIVER. No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights.
- 24.9. CHANGE IN CONTROL. In the event of a change in "Control" of the Company (as defined below), the County shall have the option of terminating this Agreement by written notice to the Company. The Company shall notify the County within ten days of the occurrence of a change in control. As used in this Agreement, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.
- 24.10. NO BRIBERY. The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the County in connection with this Agreement.
- 24.11. FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES. The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Agreement be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.
- 24.12. TAXES. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the performance of the Services.

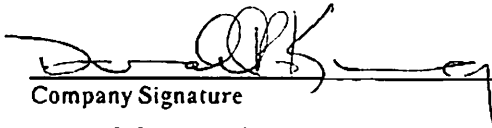
22.13 *WAIVER OF RIGHT TO JURY TRIAL.* The County and Company waive and will waive all rights to have a trial by jury in any action, proceeding, claim or counterclaim brought by either of them against the other on any matter whatsoever arising out of or in any way related to or connected with this Agreement.

25. **Non-Appropriation of Funds.** If the Board of County Commissioners does not appropriate the funding needed by the County to make payments under this Agreement for a given fiscal year, the County will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will promptly notify the Company of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the County, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

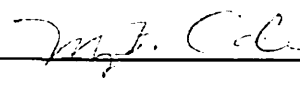
110179

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Agreement to be executed on the date first written above.

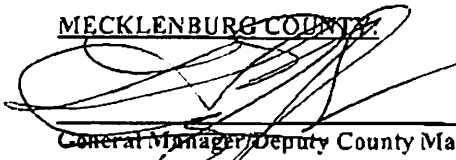
**PLAYCORE WISCONSIN, INC.**  
**dba GAMETIME:**

  
\_\_\_\_\_  
Company Signature  
Donald R. King  
Director of Sales Administration  
\_\_\_\_\_  
Title

**ATTEST:**

  
\_\_\_\_\_  
Mary Cole  
Sales Administration Manager  
\_\_\_\_\_  
Title

**MECKLENBURG COUNTY:**

  
\_\_\_\_\_  
General Manager/Deputy County Manager

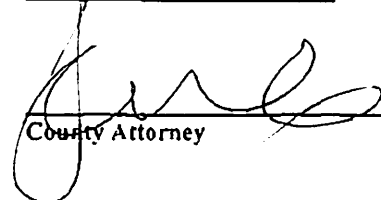
**ATTEST:**

  
\_\_\_\_\_  
Clerk to the Board of County Commissioners

  
\_\_\_\_\_  
Park and Recreation Director

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

**APPROVED AS TO FORM:**

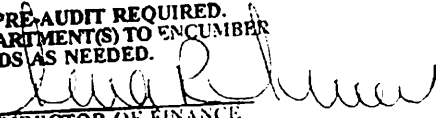
  
\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
Finance Director

**APPROVED AS TO INSURANCE REQUIREMENTS:**

  
\_\_\_\_\_  
Director, Charlotte-Mecklenburg Division of Insurance Risk Management

**NO PRE-AUDIT REQUIRED.  
DEPARTMENT(S) TO ENCUMBER  
FUNDS AS NEEDED.**

BY   
\_\_\_\_\_  
DIRECTOR OF FINANCE



A PLAYCORE Company

GameTime  
 c/o Dominica Recreation Products, Inc.  
 P.O. Box 520700  
 Longwood, FL 32752-0700  
 800-432-0162 \* 407-331-0101  
 Fax: 407-331-4720  
 www.playdrp.com

QUOTE  
 #75477

06/02/2016

## Hawthorne Park - Upgrade (6-2-16)

Town of Surfside  
 Attn: Stacie Barrett  
 9293 Harding Avenue  
 Surfside, FL 33154  
 Phone: 305-866-3635 Ext. 281  
 sbarrett@townofsurfsidefl.gov

Ship To Zip: 33154

Qty	Part #	Description	List \$	% Disc.	Selling \$	Ext. Selling \$
1	INSTALL	5-Star Plus - Sitework Services - <ul style="list-style-type: none"> <li>• Removal of existing playground (approx 3 decks and roof)</li> <li>• Removal of small freestanding items</li> <li>• Installer to open up fence and replace back</li> <li>• Digout of area inside of Trike Track, removal of sand from site</li> <li>• Add in 4" compacted stone</li> </ul>			\$6,400.00	\$6,400.00
1	Turf	GT-Impax - Turf Surfacing - with Envirofill - minimal 4' fall height -	\$7,988.00	18.00	\$6,550.16	\$6,550.16
112	4850	Game Time - 8" Playcurb Pkg Recycled Black	\$46.00	6.00	\$43.24	\$4,842.88
8	6215	Game Time - 8" Adapt End Playcurb Recycled Blk	\$48.00	6.00	\$45.12	\$360.96
1	7104	Game Time - Gator			\$6,394.00	\$6,394.00
1	7134L	Game Time - Hammerhead Hank			\$5,979.00	\$5,979.00
1	RDU	Game Time - PrimeTime Playground System with 2 Shades	\$34,295.00	24.00	\$26,064.20	\$26,064.20
1	INSTALL	5-Star Plus - Five Star Plus Playground Installation Services - <i>Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, 90 day site revisit by installation foreman, and 3-Year Labor Warranty! Includes Installation of Borders.</i>			\$12,200.00	\$12,200.00
1	EC-121	UltraSite - SANDBOX 10' SQUARE (exc. sandy falls rock)	\$2,659.00	6.00	\$2,499.46	\$2,499.46
2	24-CDR6	UltraSite - 6' RECYCLED CEDAR TABLE, PORTABLE	\$836.00	6.00	\$785.84	\$1,571.68
3	RDU	UltraSite - Cedar Trash Receptacle, with Flat Top, Liner, & In-ground	\$1,956.00	6.00	\$1,838.64	\$5,515.92
1	INSTALL	5-Star Plus - Installation of UltraPlay Sand Box with new Sand & UltraSite Items			\$2,000.00	\$2,000.00
1	Bulk	GT-Impax - Bulk Wood Fiber Delivery - 300 Yards	\$36.80	17.99	\$30.18	\$30.18

# Hawthorne Park - Upgrade (6-2-16)

QUOTE  
#75477

06/02/2016

Qty	Part #	Description	List \$	% Disc.	Selling \$	Ext. Selling \$
1	INSTALL	5-Star Plus - Blown in Service for Wood Fiber - 300 Yards - \$20 per Cubic Yard			\$6,000.00	\$6,000.00
1	Sealed	5-Star Plus - Signed/Sealed FBC 2014 5th edition Building Code Drawings			\$1,400.00	\$1,400.00

Permit will need to be pulled, any costs will be added to the final invoice.

Contract: USC

SubTotal:	\$87,808.44
Game Time Freight:	\$2,099.06
GT-Impax Freight:	\$3,610.00
UltraSite Freight:	\$1,210.00
TuffForms Freight:	\$1,275.00
<b>Total Amount:</b>	<b>\$96,002.50</b>

This quote was prepared by Rob Dominica, President.  
For questions or to order please call - 800-432-0162 ext. 113 [robd@gametime.com](mailto:robd@gametime.com)

**All pricing in accordance with U.S. Communities Contract #110179.**

All terms in the U.S. Communities Contract take precedence over terms shown below.  
For more information on the U.S. Communities contract please visit [www.uscommunities.org/gametime](http://www.uscommunities.org/gametime)

**Permits are not included in cost, unless specifically listed in pricing.** If permits are required Signed/Sealed drawings are usually needed and are also not included unless specifically listed in pricing. Any costs for municipal permits, paid by installer, will be charged back to the owner. Adding permits to any job will increase the length of completion, expect total time to be 90-120 days, after receipt of order (this is not due to manufacturing but rather the permit process at the municipality level). It is expected that the **owner will provide approved site plans** of the area for the permit office, and will help and assist in the securing of all required approvals before assembly of equipment can begin. Installer cannot provide site plans. The permit process does not begin until the site plans are available.

**Payment Terms: Governmental Purchase Order.**

**Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.**

Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.

**Multiple Invoices:** Invoices will be generated upon services rendered. When equipment ships it will be invoiced separately from installation and/or other services. Terms are Net 30 for each individual invoice.

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 45 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Installation Terms: Shall be by a Certified Installer. The installer is an independent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

Unitary Surfacing Notes : The installer of the Unitary Surfacing (Poured, Bonded, Turf, Tiles) is not the same installer of the playground equipment. However, your certified equipment installer will coordinate the timing of the unitary surfacing installation, but more than likely they will not be on-site at the time. They will continue to be your contact should you have any questions. Security is needed to protect surfacing at night or after installation as the product set. Normally it is not needed or a concern, however in some areas additional security is needed to prevent vandalism. **Security is not included.** Vandalism will be the responsible of the owner.



**Hawthorne Park - Upgrade (6-2-16)**

**QUOTE  
#75477**

06/02/2016

Submittals: This quote and design proposal reflect the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. GameTime designs and specifications are unique and not intended to be identical in all respects to other manufacturers. We shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

**ORDER INFORMATION**

Bill To: _____	Ship To: _____
Contact: _____	Contact: _____
Address: _____	Address: _____
Address: _____	Address: _____
City, State, Zip: _____	City, State, Zip: _____
Tel: _____ Fax: _____	Tel: _____ Fax: _____

SALES TAX EXEMPTION CERTIFICATE #: \_\_\_\_\_  
(PLEASE PROVIDE A COPY OF CERTIFICATE)

**Acceptance of quotation:**

Accepted By (printed): _____	P.O. No: _____
Signature: _____	Date: _____
Title: _____	Phone: _____
E-Mail: _____	Purchase Amount: <b>\$96,002.50</b>



# Hawthorne Park Tot Lot









## Hawthorne Park Tot Lot







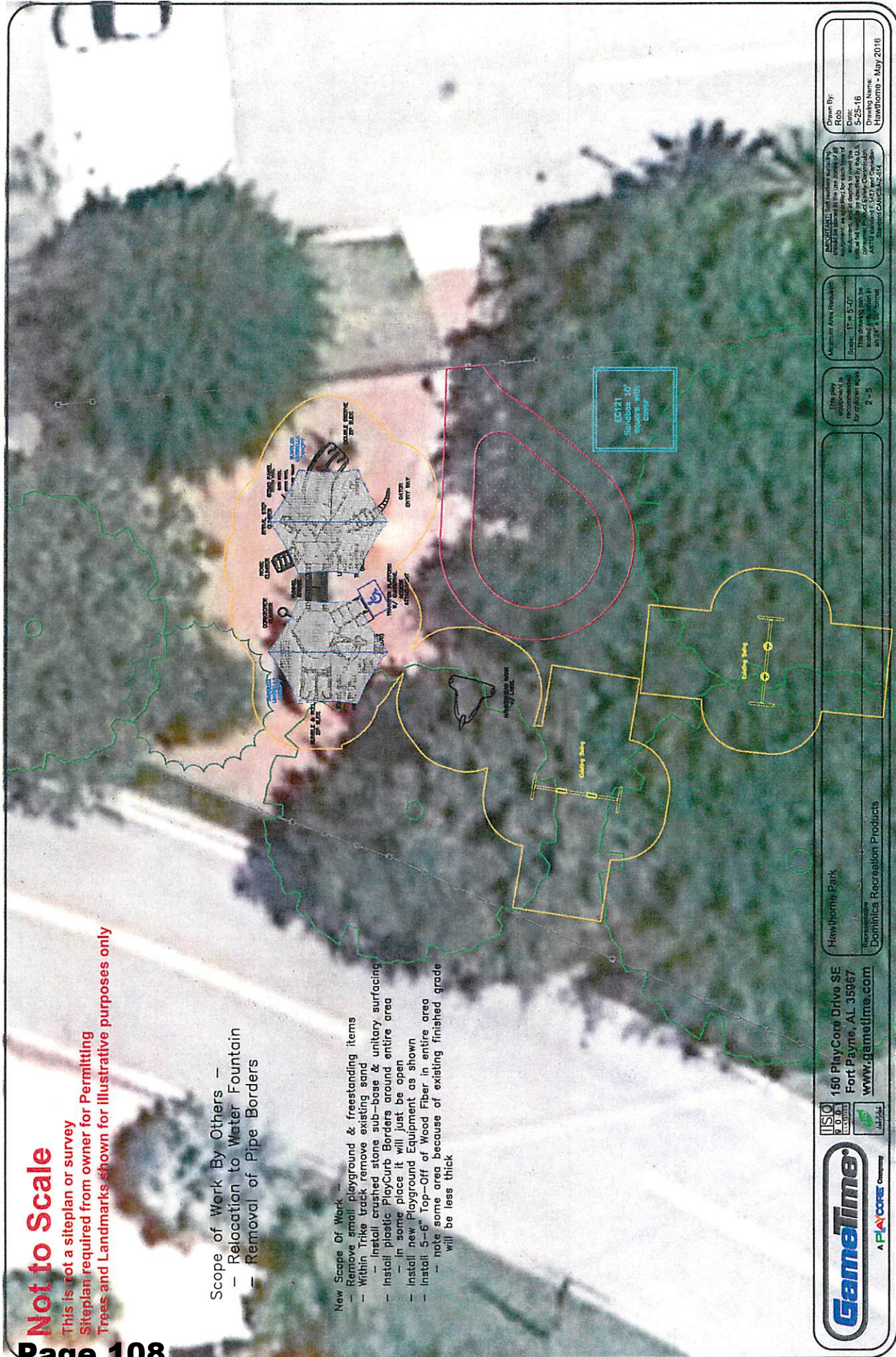
# Not to Scale

This is not a siteplan or survey  
Siteplan required from owner for Permitting  
Trees and Landmarks shown for illustrative purposes only

- Scope of Work By Others —
- Relocation to Water Fountain
  - Removal of Pipe Borders

### New Scope Of Work —

- Remove small playground & freestanding items
- Within Trike track remove existing sand
  - Install crushed stone sub-base & unitary surfacing
- Install plastic PlayCurb Borders around entire area
  - In some place it will just be open
- Install new Playground Equipment as shown
- Install 5-6" Top-Off of Wood Fiber in entire area
  - note some area because of existing finished grade will be less thick



**USO**  
501(c)(3)  
117144

**Gametime**  
A PLAYCORE Company

150 PlayCore Drive SE  
Fort Payne, AL 35967  
[www.gametime.com](http://www.gametime.com)

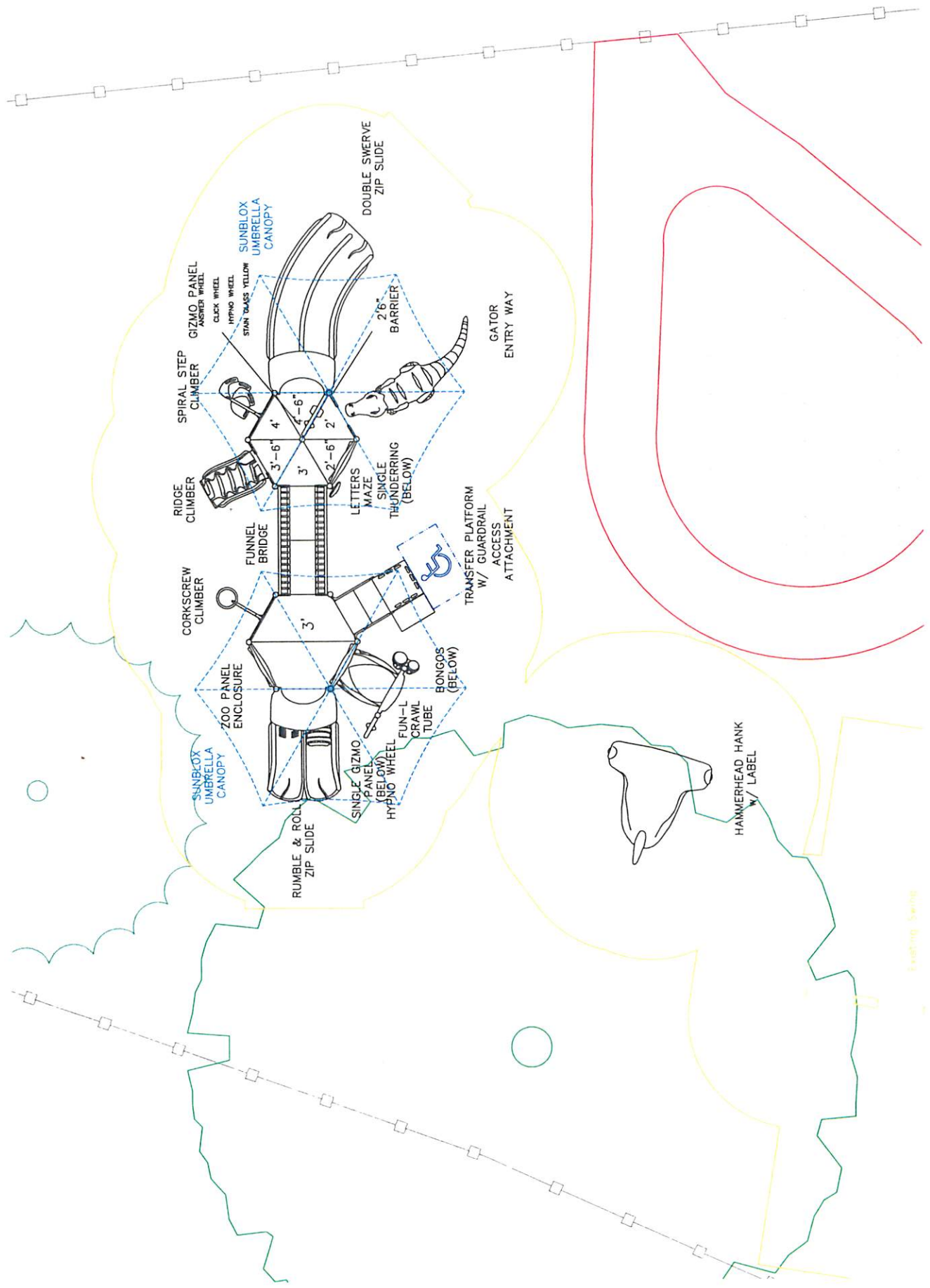
Hawthorns Park  
Birmingham  
Dominica Recreation Products

**DISCLAIMER:** See existing unitary equipment, as specified for each type of equipment, and is shown to show the location of the equipment. The location of the equipment is not guaranteed. All dimensions are approximate. Project: PlayCurb Borders. AUTH: 10/17/16. Drawn By: Rob. Date: 5-25-16. Drawn: Hawthorns - May 2016.

**Maximum Area Required:**  
Scale: 1" = 5'-0"  
This drawing can be enlarged to a maximum of 24" x 36" normal.

This play equipment is required for compliance with 2 - 5





150 PlayCore Drive, SE  
Fort Payne, Alabama 35967  
Telephone: 256/845-5610  
Facsimile: 256/845-9361  
Email: service@gametime.com



A PLAYCORE Company

## GAMETIME<sup>®</sup> WARRANTIES

GameTime provides warranties on all materials and workmanship for one year, excluding vandalism.

In addition, GameTime offers:

- ✓ Lifetime limited warranty on PowerScape<sup>®</sup>, PrimeTime<sup>®</sup> and Xscape<sup>®</sup> uprights.
- ✓ Lifetime limited warranty on all hardware.
- ✓ Lifetime limited warranty on GameTime PowerScape Tru-Loc<sup>®</sup> connections.
- ✓ Lifetime limited warranty on PrimeTime and Xscape bolt-through connections.
- ✓ Fifteen-Year limited warranty on metal decks, pipes, rungs, rails and loops.
- ✓ Fifteen-Year limited warranty on rotationally molded products.
- ✓ Five-Year limited warranty on glass fiber reinforced concrete PlayWorx structures.
- ✓ Twenty-Year limited warranty on Timber Décor<sup>™</sup> & Timbers recycled plastic lumber.
- ✓ Five-Year limited warranty on nylon-covered cable net climbers and components.
- ✓ Ten-Year limited warranty on pressure-treated pine and redwood products.
- ✓ Ten-Year limited warranty on Advanced, Elite & stationary Base Series posts & bars.
- ✓ Ten-Year limited warranty on site furnishings.
- ✓ Ten-Year limited warranty on integrated GTShade<sup>®</sup> products.
- ✓ Ten-Year limited warranty on fiberglass and DHPL signage.
- ✓ Five-Year limited warranty on Super Seats<sup>™</sup>.
- ✓ Three-Year limited warranty on SaddleMates<sup>®</sup> rubber and "C"-springs.
- ✓ One-Year limited warranty on all other GameTime products.

***All warranties specifically exclude damage caused by vandalism; negligence, improper installation or improper use; changes in appearance resulting from weathering; scratches, dents or marring as a result of use. Warranties are valid only if products are installed and maintained in accordance with GameTime instructions and use approved parts.***



## **LIMITED WARRANTY ON POWERSCAPE® PLUS, PRIMETIME®, AND XSCAPE®**

GameTime provides a lifetime limited warranty on PowerScape Tru-Loc® connections, a fifteen-year warranty on metal decks, pipes, rails, loops, and rungs; a lifetime limited warranty on upright posts; a lifetime limited warranty on PrimeTime and Xscape bolt-through connections; ten-year limited warranty on EDPM rubber components; and a one-year limited warranty on powder coated parts. These warranties cover damage due to failure or corrosion of metal parts or rubber breakdown that cause the product to become structurally unfit for its intended use. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance; see exclusions.

### **LIFETIME LIMITED WARRANTY ON HARDWARE**

GameTime provides a lifetime limited warranty against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime limited warranty on stainless steel hardware against rust; and a one-year limited warranty on non-stainless steel hardware against rust; see exclusions. All testing of GameTime's hardware is performed under the guidelines of ASTM B117. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance. The cost of replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

### **FIFTEEN-YEAR LIMITED WARRANTY ON ROTOMOLDED AND THERMO-FORMED POLYETHYLENE PRODUCTS**

GameTime provides a fifteen-year limited warranty on rotomolded and thermo-formed polyethylene products and ten-year limited warranty on polyethylene handholds for structural integrity against damage due to breaking or splitting under normal use that causes the product to become structurally unfit for its intended use; see exclusions. In the event of a claim under this warranty, GameTime will replace the rotomolded or thermo-formed polyethylene product at no cost to the customer.

### **TWENTY-YEAR LIMITED WARRANTY ON TIMBER DÉCOR™ AND TIMBERS PRODUCTS**

GameTime provides a twenty-year limited warranty on recycled plastic lumber products in normal applications against rotting, splintering, decay or structural damage directly from termites or fungal decay that cause the product to become structurally unfit for its intended use; see exclusions.

### **LIMITED WARRANTY ON NET CLIMBERS AND COMPONENTS**

GameTime provides a five-year limited warranty on nylon-covered cable net climbers and components against structural failure caused by cable breakage; a five-year limited warranty on nylon-covered cable wear and deterioration resulting from defects in materials and workmanship; and a one-year limited warranty on nylon rope products. These warranties cover damage due to failure that cause the product to become structurally unfit for the intended use; see exclusions.

### **LIMITED WARRANTY ON INTEGRATED GTSHADE® PRODUCTS**

GameTime provides a ten-year limited warranty on fabric canopies against tears, runs, cracking, mildew and color fading except for red, which has a three-year color warranty. Canopies have a limited warranty against structure failure due to wind of up to 90 miles per hour (mph) and structural failure due to snow and ice loading not exceeding five pounds per square foot. Fabric canopies are to be removed if winds are expected to exceed 90 mph or when snow or ice is expected. Fabric warranty does not cover damage resulting from chemical contact. All metal upright posts and support structure framing have a ten-year limited warranty against becoming structurally unfit for the use intended and a one-year limited warranty against rusting and workmanship of painted surfaces. Warranty is limited to winds of up to 90 mph when fabric canopies are installed (wind resistance improves 10 to 20 mph without canopies).

### **LIMITED WARRANTY ON SITE FURNISHINGS**

GameTime provides a ten-year limited warranty on site furnishings against structural failure and a one-year limited warranty on powder coating. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for the intended use; see exclusions.

### **LIMITED WARRANTY ON FIBERGLASS SIGNAGE AND HDPE PANELS**

GameTime provides a ten-year limited warranty on fiberglass and digital high pressure laminate (DHPL) sign panels against delaminating, peeling, blistering, cracking or fading and a five-year limited warranty on high density polyethylene (HDPE) panels against degradation and discoloration under normal wear and usage.

## **LIMITED WARRANTY ON PLAYWORX GFRC THEMED PLAY STRUCTURES**

GameTime provides a five-year limited warranty on PlayWorx glass fiber reinforced concrete (GFRC) themed play structures against structural failure that cause the product to become structurally unfit for the intended use and a one-year limited warranty on paint defects; see exclusions. This warranty does not cover damage resulting from ground settlement or high winds.

## **LIMITED WARRANTY ON FITNESS EQUIPMENT**

GameTime provides a ten-year limited warranty on GTfit Advanced, Elite and stationary Base Series posts, welds, and bars and a five-year limited warranty on motion Base Series posts, welds, and bars against structural failure; a five-year limited warranty on Advanced Series stainless damper modules and aluminum cycle covers; a two-year limited warranty on Advanced and motion Base Series bearings, steel pins, dampers, plastics, rubber parts, cycle pedals and shafts, molded seats, backrests and clamps; and a one-year limited warranty on cycle rib belts and powder coating. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for the intended use; see exclusions.

## **TEN-YEAR LIMITED WARRANTY ON REDWOOD AND PRESSURE-TREATED WOOD PRODUCTS**

GameTime provides a ten-year limited warranty on redwood and pressure-treated wood products against damage by decay or termites causing the wood to become structurally unfit for its intended use; see exclusions.

## **FIVE YEAR LIMITED WARRANTY ON GAMETIME SUPER SEAT™**

GameTime provides a five-year limited warranty on Model No. 949 SuperSeat and Model No. 999 Super Seat-2 against structural failure that causes the seat to become unfit for its intended use; see exclusions. The factory installed "S"-Hook and Seat Hanger assemblies are covered under a one-year limited warranty against rust, corrosion or premature wear.

## **THREE-YEAR LIMITED WARRANTY ON RUBBER AND "C" SPRINGS FOR SADDLEMATES®**

GameTime provides a three-year limited warranty on rubber and "C"-springs for SaddleMates against damage due to de-lamination of the rubber spring and breakage of the "C"-spring that cause the SaddleMate to become structurally unfit for its intended use; see exclusions.

**For the purposes of this warranty, lifetime encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defects in material and manufacturing workmanship.**

**GameTime excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions; and wood replacement resulting from twisting, warping, checking, shrinking, swelling or other natural physical properties of wood.**

**To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.**

**Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.**

**Claim Procedure:** To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

GameTime  
**Customer Service**  
P.O. Box 680121  
Fort Payne, AL 35968  
Fax: 256-845-9361  
Email: [service@gametime.com](mailto:service@gametime.com)

**Or Contact your local Representative at**

USA 1-800-235-2440  
International 01-256-845-5610

Within 60 days of notice of claim under warranty, GameTime will make arrangements to replace the damaged product. GameTime will cover freight costs within the continental United States. GameTime is not responsible for freight costs associated with products located outside the continental United States. GameTime reserves the right to inspect all product identified as damaged.

Date of Purchase: \_\_\_\_\_

Purchaser: \_\_\_\_\_

GameTime Invoice Number: \_\_\_\_\_

\_\_\_\_\_  
*Authorized GameTime Signature*

\_\_\_\_\_  
*Title*

See GameTime on the web at [www.gametime.com](http://www.gametime.com)

To obtain a "GENERAL CERTIFICATE of CONFORMITY" as required by the 'CONSUMER PRODUCT SAFETY IMPROVEMENT ACT OF 2008" follow the link below and enter your seven-digit customer order number.

<http://cpsia.playcore.com>



# COMPOSITE ATTACHMENT "C"

To: Adrian Hernandez <[ahernandez@townofsurfsidefla.gov](mailto:ahernandez@townofsurfsidefla.gov)>

Subject: Miami Fence Quote #1 07222016 ... Juan Pineiro CC# 07BS00775

Adrian Hernandez  
Town of Surfside Florida  
9301 Collins Avenue

550 feet of 4' high Aluminum Guard 2 rails model  
Ascot with 2.5" .093 posts with caps .. See attached Photo  
Two Single Swing aluminum Personal gates pool code complianc  
e 4' wide 4' high  
4 Aluminum Gate posts 3" by 3" .125 with

See photo attached

All aluminum "Powder Oven" Coated Bronze or Black or White  
any other color \$ 4 extra per foot

Installed and taxes included ....\$ 28,858.43

10% upfront then the rest after done

City

Building permit ..We will get it for you but cost will be added to first pa  
yment

Please Adrian ...

Let me know if you want a company proposal with all the details includin  
g Permit stuff

Please email or call me if need help

Please confirm that you have received this email

Thanks  
Juan Pineiro  
Miami Fence  
(305) 951-7218  
CC# 07BS00775

# MIAMI GATES SYSTEMS

479 NW 98 CT  
MIAMI FLORIDA 33172  
786 346 4034

ESTIMATE

NUMBER: E249

DATE: MARCH 29, 2016

**BILL To:**

ADRIAN  
CITY OF SURFSIDE  
9301 COLLINS AV  
SURFSIDE, FL 33154

**SHIP To:**

ADRIAN  
CITY OF SURFSIDE  
9301 COLLINS AV  
SURFSIDE, FL 33154

PO NUMBER

TERMS

PROJECT

DATE	DESCRIPTION	QUANTITY	RATE	AMOUNT
3/29/16	CHILDREN PARK			
	REPLACE FENCE AT PARK 9000 HOUTHORNE AV			
	REPLACE FENCE PICKETS .093 PUNCHED CHANEL 2 1/2 POST BLACK PAINT			
	TOTAL JOB LABOR AND MATERIAL			26,500.00

50% DOWN AND 50% UPON COMPLETION OF JOB

TOTAL \$26,500.00

# FENCE MASTERS, INC.

3550 N. W. 54<sup>TH</sup> STREET  
MIAMI, FLORIDA 33142

DADE: (305)635-7777 \* BROWARD (954)463-3172 \* FAX: (305)635-7887

Date:	July 25, 2016	Name:	Adrian Hernandez
Company:	Town of Surfside	Job Name:	Tot Lot fence
Address:	9301 Collins Ave		
City:	Surfside, FL 33154	Job Address:	Same
Phone:	305-866-3635 Fax: 305-861-1302		

*We propose, subject to acceptance by Fence Masters, Inc., (seller) to perform work in accordance with quantities and sizes listed below. Before erection is begun, purchaser is to establish property line stakes and grade stakes and to remove all obstructions that may interfere with erection. Purchaser is responsible for location of any underground lines. Fence Masters, Inc. is not responsible for any damage to unmarked lines. After the contract is executed and received by Fence Masters, Inc., notice to proceed is to be provided by purchaser at least 14 days prior to date of commencement of the work. In order to avoid unforeseen conflicts in contract language, by signing this contract you are waiving any obligation on our part to sign any contract or other document that you subsequently may offer, provide, or demand. This contract will be the only contract for this job and is binding for both parties.*

## Furnish & Install

### Option # 1

550' over all of 4' high vinyl clad chain link fence and gates as follows.

- 1) 9 Gauge core wire with fusion bonded vinyl cover making an 8 gauge finish.
- 2) 2 1/2" OD DQ 40 line posts set in concrete footings on 10' centers.
- 3) 3" Terminal posts DQ 40 set in concrete footings.
- 4) 2 - 4' Man gate bi parting with center latch post and Magna latches @ 54" high.
- 5) Scrap existing 550' of 4' high fence by burning off posts below grade.

\$ 15,497.00

### Option # 2

550' of 4' high Alumi Guard 2 rail model Ascot aluminum picket fence and gates as follows.

- 1) 4' high by 8' wide flush top and bottom panels.
- 2) 2 1/2" Square .075 intermediate posts.
- 3) 2 1/2" Square .075 corner posts.
- 4) 2 - 4' wide Bi parting man gates with center latch post and magna latches 54" high and self-closing hinges.
- 5) 3" Square gate posts .125.
- 6) Scrap existing 550' of chain link fence.
- 7) Limited life time warranty on powder coat finish by manufacturer.

\$ 17,685.00

Note: We can pull the permit, but will be reimbursed for all costs associated with the permit process.

## DEPOSIT N/A

*Subject to credit approval by Fence Masters, Inc. Terms are net on billing. Prices for this proposal are valid for 5 days from the proposal date. Interest of 1 1/2 % per month will be charged on accounts past due. Title to the property as addressed by this proposal shall remain in the seller, Fence Masters, Inc. until payment in full is received, pursuant to the terms hereof. This is a retain title contract.*

*In the event the money due hereunder, or any portion thereof, has to be collected on demand of an attorney or by suit, the purchaser agrees to pay all costs of collection including interest at the highest legal rate and reasonable attorney's fees.*

Approved & Accepted by Seller: Fence Masters, Inc.

Approved & Accepted by Purchaser: [[Company:25]]

By   
Signature

Carlo S. Cortina, Project Manager

By \_\_\_\_\_  
Signature

[[Contact:26]], [[Title:46]]

Steel & Aluminum Picket Fence \*\* Highway Guardrail \*\* Site Bollards \*\* Access Control Systems  
Since 1947



**TOWN OF SURFSIDE**

**COMMISSION COMMUNICATION**

**Agenda Item: # 5B**

**Date: August 9, 2016**

**From: Linda Miller, Town Attorney**

**Subject: Repeal Resolution No. 2007-1792 Approving and Adopting Rules and Procedures for Committees Created by the Town Commission**

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**Background:** On November 13, 2007, the Town Commission adopted Resolution No. 07-1792 approving and adopting rules and procedures for committees created by the Town Commission which are inconsistent, outdated and no longer in keeping with the Town Code. On April 14, 2009, the Town Commission adopted Ordinance No. 09-1517 amending the Town rules of procedures which included creating Section 2-204 – Committees. Committees are governed by the Town Code Article VI. “Rules of Procedure for Town Meetings” of Section 2-204.

**Recommendation:** For the Town Commission to repeal Resolution No. 07-1792 as inconsistent, outdated and no longer in keeping with the Town Code.

RESOLUTION NO. 16 - \_\_\_\_\_

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA; REPEALING RESOLUTION NO. 07-1792 “APPROVING AND ADOPTING RULES AND PROCEDURES FOR COMMITTEES CREATED BY THE TOWN COMMISSION”; PROVIDING THAT COMMITTEES SHALL BE GOVERNED BY TOWN CODE ARTICLE VI. “RULES OF PROCEDURE FOR TOWN MEETINGS” SECTION 2-204. COMMITTEES; PROVIDING FOR AUTHORIZATION AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on November 13, 2007, the Town Commission adopted Resolution No. 07-1792 approving and adopting rules and procedures for committees created by the Town Commission which are inconsistent, outdated and no longer in keeping with the Town Code; and

**WHEREAS**, on April 14, 2009, the Town Commission adopted Ordinance No. 09-1517 which amended the Town’s rules of procedure for Town meetings which included creating Section 2-204. – Committees; and

**WHEREAS**, committees shall be governed by the Town Code Article VI. “Rules of Procedure for Town Meetings” of Section 2-204. Committees; and

**WHEREAS**, it is in the best interest of the Town to repeal Resolution No. 07-1792 for consistency and clarity in rules of procedure for Town meetings.

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

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

**Section 2. Repealed.** Resolution No. 07-1792 which approved and adopted rules and procedures for Town Committees is hereby repealed.

**Section 3. Authorization.** All Town Committees shall be governed by the Town Code Article VI. “Rules of Procedure for Town Meetings” Section 2-204. Committees.

**Section 4. Conflict.** That all resolutions or sections or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.



**Section 5. Authorization and Implementation.** That the Town Clerk and Town Manager are hereby authorized and directed to take any and all such actions as are required to implement the terms of this Resolution.

**Section 6. Effective Date.** This Resolution shall take effect immediately upon its adoption.

**PASSED** and **ADOPTED** on this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

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

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

**FINAL VOTE ON ADOPTION:**

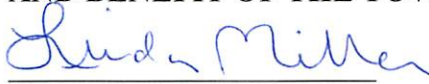
Commissioner Daniel Gielchinsky \_\_\_\_\_  
Commissioner Michael Karukin \_\_\_\_\_  
Commissioner Tina Paul \_\_\_\_\_  
Vice Mayor Barry Cohen \_\_\_\_\_  
Mayor Daniel Dietch \_\_\_\_\_

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

**ATTEST:**

\_\_\_\_\_  
Sandra Novoa, MMC, 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 Commission Communication

**Agenda Item #** 9A

**Agenda Date:** August 9, 2016.

**Subject:** Post Office Parking Garage Update.

**Background:** Upon direction from the Town Commission, the Town Administration conducted telephone meetings with the owner of the Post Office building (Property Owner) in an effort to establish a partnership for the construction of a parking garage. This parking garage would utilize the Town owned parking lot and privately owned building site to include a retail component. This retail component would address the effort to retain the Post Office and provide additional space to be rented at market rate.

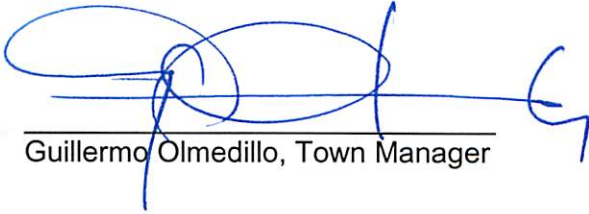
**Analysis:** The discussed project would provide 350 parking spaces and approximately 20,000 square feet of retail.

<i>Town Proposal</i>	<i>Property Owner Proposal</i>
The Town and Property Owner would contribute land as equity to the project (2:1 ratio).	The Town and Property Owner would contribute land for the project.
The Property Owner would construct the entire structure at his expense (\$17M+ estimate).	The Town would construct the parking structure component at its expense (\$12M+ estimate).  The Property Owner would construct the retail component at his expense (\$5M+ estimate) on the Collins Avenue frontage of the project.
The Town would lease its land through a long term lease to the Property Owner – term and payment to be determined. At the end of the lease ownership would remain at a 2:1 ratio for the land and structure.	The Town and Property Owner would retain ownership and management of their corresponding components in perpetuity. Revenue would be similarly bifurcated by ownership.
The Town would manage the parking structure component.	The Town would manage the parking structure component and guarantee 75 parking space for the retail component.

**Budget Impact:** To be determined based on Town Commission direction.

**Staff Impact:** To be determined based on Town Commission direction.

**Recommendation:** The Town Administration does not recommend the Property Owner's proposal. In an effort to move this initiative forward, the recommendation is to issue a Request For Proposal for the Abbott Lot or the Town Hall / Municipal site. Attachment A memorandum on Parking Structure Land Use/Zoning Analysis is provided for informational purposes.



Guillermo Olmedillo, Town Manager

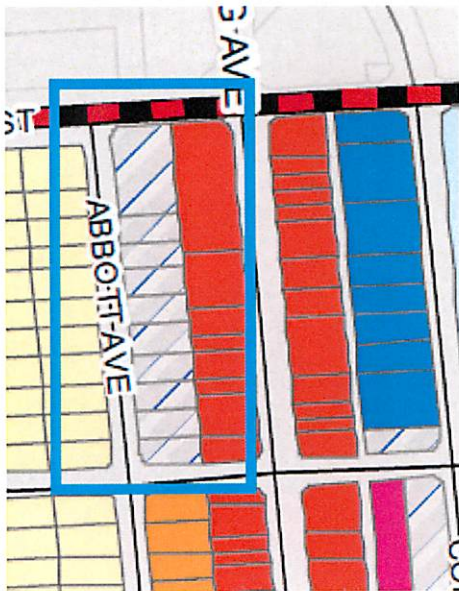


## MEMORANDUM

To: Guillermo Olmedillo, Town Manager  
 From: Sarah Sinatra Gould, AICP, Town Planner  
 Date: August 9, 2016  
 Re: Parking Structure Land Use/Zoning Analysis

### ABBOTT LOT:

The Abbott Lot's land use designation is "Parking." Therefore, the Comprehensive Plan permits an FAR of 3.0 with a 40 foot height designation. Please see the map below:



#### Legend

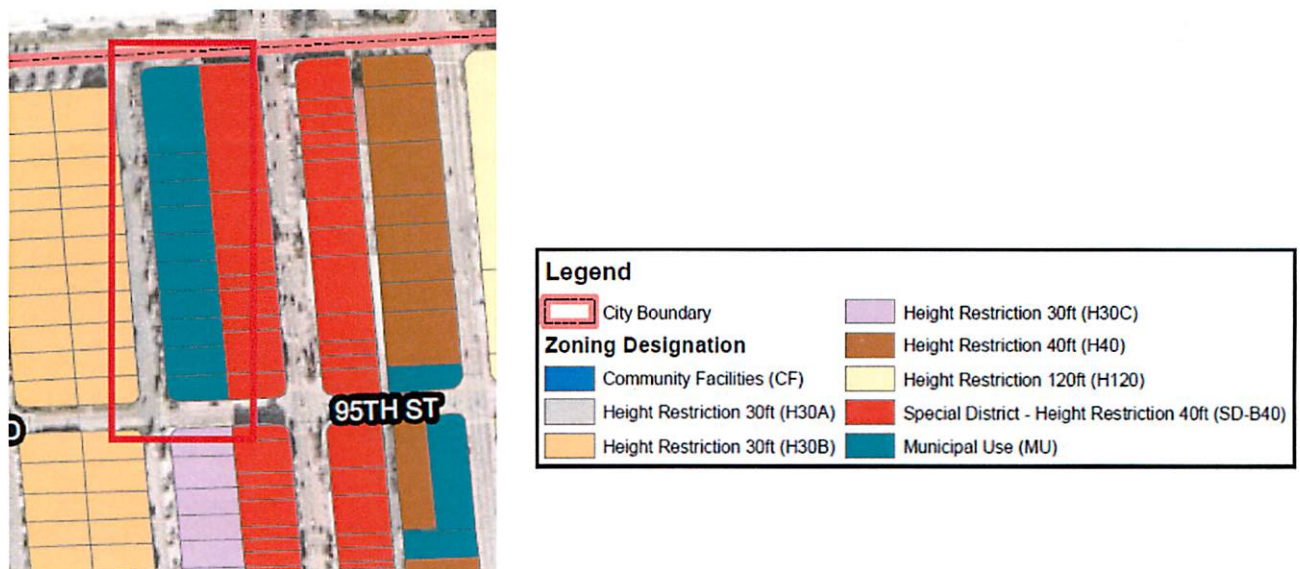
 Surfside Boundary	 High Density Residential / Tourist	 Parking
 Surfside Streets	 Low Density Residential	 Private Recreation
<b>Future Land Use</b>	 Moderate Low Density Residential	 Public Buildings
 Community Facility	 Moderate Density Residential / Tourist	 Public Recreation
 General Retail / Services	 Moderate High Density Residential	

The only permitted use in this category is parking. If the Town wishes to proceed with a parking structure only, no changes are required and the Town can proceed with preparing a site plan for the parking structure.



This site is zoned MU, which permits parking structures. The MU designation does not have a height numerical limitation and instead it follows the “surrounding designation.”

The MU lot is immediately adjacent to the SD-B40 zoning district, which has a 40 foot height limitation. However, the single-family district is across Abbott Avenue and is limited to a 30 foot height maximum. Since the H30B single family zoning district is across Abbott Avenue from this site, it could be interpreted either that the property’s height is limited by this zoning category and therefore, a 30 foot high parking garage would be permitted or that the height is limited by the adjacent SD-B40 district and 40 feet is permitted. The Comprehensive Plan permits a 40 foot height maximum. The following is the zoning map.



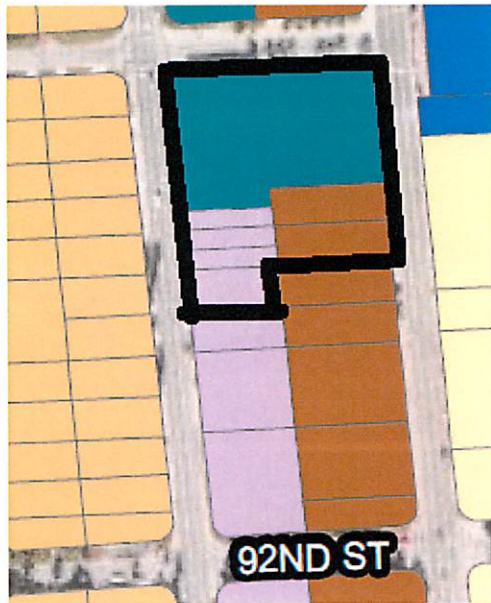
**TOWN HALL / MUNICIPAL SITE BETWEEN 92<sup>ND</sup> AND 93<sup>RD</sup> STREET**

The Future Land Use Designation include “Public Buildings and Grounds” as well as “Moderate High Density Residential” which only permits residential development. The addition of a garage will require an FAR calculation, which results in the need for an increase in intensity.





The zoning of these lots includes Municipal, H30C and H40.



Therefore, a garage at this location will require a referendum, a land use change and a zoning change.

If a parking structure is constructed at any location, the following zoning code criteria shall apply:

**Sec. 90-49.4. Structured parking garages.**

The following requirements apply to all structured parking garages.

a. Overall form.

- (1) For every 50 feet of a building wall in any direction, there shall be a three-foot minimum change in wall plane; and

- (2) For every 100 feet of a building wall parallel to the public right of way, there shall be a minimum ten-foot wide and minimum three-foot deep separation of wall plane; and
- (3) Façade treatments fronting a public right-of-way shall provide architectural treatments consistent with and compatible to those across the public right-of-way or abutting properties and consistent with immediate buildings.
- (4) For the first ten feet of height along all blank walls, a minimum of 80 percent landscape coverage, such as a vine or hedges, shall be installed and maintained.
- (5) For façades above the first ten feet, a minimum of 50 percent landscape coverage, such as vines or planters, shall be installed and maintained.
- (6) All vegetative coverage shall be maintained and watered appropriately to sustain health and coverage indefinitely without adverse impact to the structure.
- (7) Service areas and mechanical equipment associated with a primary use are permitted.

b. Ground floor level façade.

- (1) Façades shall not provide wall openings greater than eight feet in any direction, except for ingress and egress purposes. All wall openings, except for ingress and egress purposes, shall be separated by a minimum five-foot wide wall.

**90-91.2 Required buffer landscaping adjacent to streets and abutting properties:**

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

- (1) A flat ground level or bermed strip of land at least ten feet in depth, located along all the property lines of abutting street(s) and abutting property line(s) shall be landscaped. Such landscaping shall include three trees for each 50 linear feet or fraction thereof. The first tree shall be set back from the intersection of the ingress/egress and the street. The setback area shall be limited to groundcover only. In addition, a hedge, berm, wall or other durable landscape barrier shall not create a sight hazard by being placed along the inside perimeter of such landscape strip and shall be maintained at a maximum height of three feet, if contiguous to a pedestrian walkway, to meet crime prevention through environmental design (CPTED) principles. If such durable barriers including walls or fences are of nonliving material, it shall be screened to the height of the durable barrier with a hedge along the street side of such barrier. If a fence or wall is utilized along an abutting property line it must be installed at the property line and screened to the height of the durable barrier with a hedge from the inside. The remainder of the required landscape area shall be landscaped with turf grass, groundcover or other

landscape treatment, excluding paving, turf grass not to exceed the maximum amount allowable in the xeriscape requirements. This buffer may not be counted toward meeting the interior landscape requirements.

**Summary:**

Parking lot boundary	Zoning change	Land use change	Referendum
1. Abbott Lot – Garage Only	No	No	No
Abbott Lot with retail	Yes	Yes	No
2. 92 <sup>nd</sup> to 93 <sup>rd</sup> Street – Town Hall / Municipal Site – Garage or retail	Yes	Yes	Yes



**TOWN OF SURFSIDE**  
MUNICIPAL BUILDING  
9293 HARDING AVENUE  
SURFSIDE, FLORIDA 33154-3009  
Telephone (305) 993-1066

## **DISCUSSION ITEM**

**Agenda Item:** # 9B  
**Date:** August 9, 2016  
**From:** Commissioner Tina Paul *TP*  
**Subject:** Request Miami-Dade County Office of Historic Preservation to perform a survey and evaluation of the Town's single family homes in the H30A, H30B and H30C Districts to determine historical significance.

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### **Background:**

Surfside was originally developed as a vibrant beachside town that integrated resorts, residences and businesses. The majority of single family homes in Surfside were built by the 1950's. Our neighborhood possesses a high artistic value that represents a distinguishable collective entity. The houses in the H30A, H30B and H30C Districts reflect the pattern of development and evolution of architectural styles that historically defined the character of Surfside. Many homes have various tropical concrete blocks that serve as a continuous design element throughout the neighborhood. This includes embellishments of Streamline Moderne with rounded corners or MiMo elements with strong geometric forms. These homes contribute to the character, integrity and historic context of the neighborhood. It will be valuable to the Town to identify if there are properties of historical significance. A survey and evaluation by Miami-Dade County Office of Historic Preservation can be performed at no cost to the Town and will have no impact on any property.

### **Recommendation:**

Provide direction to the Town Administration to request the Miami-Dade County Office of Historic Preservation to perform a survey and evaluation of the Town's single family homes in the H30A, H30B and H30C Districts to identify properties of historical significance.

### **Budget Impact:**

There is no cost to the Town.



**Town of Surfside  
Town Commission Meeting  
August 9, 2016  
7:00 pm**

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

**DISCUSSION ITEM MEMORANDUM**

**Agenda #:**

**Date:** July 18, 2016

**From:** Daniel Gielchinsky, Commissioner

**Subject:** August 9, 2016 Discussion Item – Sea Level Rise and Impact Fees

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**Title** – MEMORANDUM RECOMMENDING THE ADOPTION OF A RESOLUTION DIRECTING THE TOWN MANAGER TO PREPARE A REPORT MAKING RECOMMENDATIONS REGARDING THE USE OF IMPACT FEES TO ADDRESS SEA LEVEL RISE IN SURFSIDE AND PROPOSING FURTHER LEGISLATION TO IMPLEMENT RECOMMENDATIONS

**Objective** – To (1) study whether the collection and use of additional impact fees to address sea level rise may be in the best interest of Surfside and (2) ascertain whether impact fees could be used to offset any additional impacts related to sea level rise that new development has on public services, facilities and infrastructure.

**Consideration** – Impact fees are pre-development costs paid by developers to help offset the impacts that new developments will have on public services and facilities. South Florida is considered one of the most vulnerable areas in the country to the consequences of sea level rise, and coastal communities such as Surfside will bear the brunt of these consequences. The use of impact fees would assist with addressing sea level rise, to the extent that new development would create additional sea level rise concerns or place additional demand on our infrastructure. These measures could potentially be accomplished through a new impact fee or increases in the existing impact fees that are currently collected. Although such impact fees could not be used to address existing deficiencies, the impact fees could potentially be used to offset any additional impacts related to sea level rise that new development has on public services, facilities and infrastructure.

**Recommendation** – To direct the Manager or Manager’s designee to prepare a report: (1) making recommendations as to whether modifications to existing impact fee ordinances or the creation of new impact fee programs would be appropriate to address the additional impacts new development would create on public services, facilities and infrastructure relevant to addressing sea level rise concerns; and (2) proposing legislation or other actions that may be necessary to implement any such recommendations.