



**Town of Surfside
Regular Town Commission Meeting
AGENDA**

**December 13, 2017
7 p.m.**

Town Hall Commission Chambers - 9293 Harding Ave, 2nd 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

- 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. If the public wishes to speak on a matter on the consent agenda they must inform the Town Clerk prior to the start of the meeting. They will be recognized to speak prior to the approval of the consent agenda.*

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

A. Minutes – Sandra Novoa, MMC, Town Clerk

- **November 14, 2017 Regular Commission Meeting Minutes**

***B. Town Manager’s Report** – Guillermo Olmedillo, Town Manager

***C. Town Attorney’s Report** – Weiss Serota, Town Attorney

D. Committee Reports – Guillermo Olmedillo, Town Manager

- August 3, 2017 Pension Board Meeting Minutes
- October 2, 2017 Tourist Board Meeting Minutes
- November 6, 2017 Tourist Board Meeting Minutes

E. Deco Bikes, LLC Concession Agreement Renewal - Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE FIRST AMENDMENT TO CONCESSION AGREEMENT WITH DECO BIKE, LLC; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

- F. Interlocal Memorandum of Understanding (MOU) for the retention of the Lehman Center for Transportation Research at Florida International University to assess the existing shuttle bus services and provide a recommendation on transit routes – Guillermo Olmedillo, Town Manager**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE MEMORANDUM OF UNDERSTANDING (“MOU”) WITH THE VILLAGE OF BAL HARBOUR AND THE TOWN OF BAY HARBOR ISLANDS TO RETAIN THE LEHMAN CENTER FOR TRANSPORTATION RESEARCH AT FLORIDA INTERNATIONAL UNIVERSITY (FIU LCTR) TO ASSESS SHUTTLE BUS SERVICES; AUTHORIZING THE TOWN TO ENTER INTO AN AGREEMENT WITH FIU LCTR FOR SUCH SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- G. Proposed Agreement with the Miami-Dade State Attorney’s Office to Prosecute Criminal Municipal Ordinances - Guillermo Olmedillo, Town Manager**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE AGREEMENT BETWEEN THE TOWN OF SURFSIDE, FLORIDA AND THE STATE OF FLORIDA, OFFICE OF THE STATE ATTORNEY FOR THE ELEVENTH JUDICIAL CIRCUIT OF FLORIDA, FOR REIMBURSEMENT TO THE STATE FOR THE COST OF STATE ATTORNEY PROSECUTION OF CRIMINAL VIOLATIONS OF THE TOWN OF SURFSIDE CODE; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE TOWN MANAGER AND TOWN OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

- H. Seawall Coalition Resolution– Daniel Dietch, Mayor**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA PROVIDING FOR THE TOWN TO JOIN THE SEAWALL COALITION AND SUPPORTING ITS POLICIES; AUTHORIZING THE TOWN MANAGER TO TRANSMIT THIS RESOLUTION TO THE SEAWALL COALITION; AND PROVIDING FOR AN EFFECTIVE DATE.

**I. High Definition Network Managed System Upgrade - Guillermo Olmedillo,
Town Manager**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE GENERAL TERMS AND CONDITIONS, CUSTOMER CARE SERVICE AGREEMENT, SOFTWARE LICENSE AGREEMENT AND ADDENDUM (COLLECTIVELY, AGREEMENT) WITH AUDIO VISUAL INNOVATIONS, INC./SIGNAL PERFECTION, LTD. FOR THE HIGH DEFINITION NETWORK MANAGED BROADCAST SYSTEM; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

**J. Public Information Outreach for Charter Amendment - Guillermo Olmedillo,
Town Manager**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING PUBLIC INFORMATION OUTREACH FOR PROPOSED CHARTER AMENDMENT AND AUTHORIZING THE EXPENDITURE OF FUNDS FROM THE FISCAL YEAR 2017/2018 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

4. Ordinances

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

A. Second Reading Ordinances

1. Ethics Ordinance – Guillermo Olmedillo, Town Manager

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING ARTICLE VII. - "CODE OF ETHICS" BY AMENDING SECTION 2-230 TO PROVIDE FOR CONTINUING APPLICATION FOR TWO YEARS AFTER TOWN SERVICE; AMENDING SECTION 2-231 PROHIBITING CERTAIN APPEARANCES AND LOBBYING BY CURRENT PERSONNEL, OFFICERS, COMMITTEE AND BOARD MEMBERS; AND AMENDING SECTION 2-235 (1) TO AMEND THE DEFINITION OF LOBBYIST; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

2. **Ordinance providing for medical marijuana dispensaries and imposing restrictions for pharmacies and medical marijuana dispensaries –**
Guillermo Olmedillo, Town Manager

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-2, "DEFINITIONS"; AND BY AMENDING SECTION 90-41, "REGULATED USES", TO CHANGE THE LIST OF PERMITTED USES RELATED TO DRUG STORES AND MEDICAL MARIJUANA DISPENSARIES AND PROVIDE RELATED REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

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

B. First Reading Ordinances

1. **Freeboard Modification –** Guillermo Olmedillo, Town Manager

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 42 "FLOODS", SECTION 42-92 "SPECIFIC STANDARDS" TO ADDRESS LOWEST FLOOR ELEVATION REQUIREMENTS FOR SINGLE FAMILY RESIDENTIAL STRUCTURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

2. **Roof Height Modification –** Guillermo Olmedillo, Town Manager

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 "ZONING," SECTION 90-2 "DEFINITIONS," TO REVISE THE MEASUREMENT OF ROOF HEIGHT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

3. Town Commission Transmittal of the Comprehensive Plan EAR-Based Amendments - Guillermo Olmedillo, Town Manager

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN'S COMPREHENSIVE PLAN BY ADOPTING THE EVALUATION AND APPRAISAL BASED COMPREHENSIVE PLAN AMENDMENTS; AUTHORIZING TRANSMITTAL; PROVIDING FOR SEVERABILITY; CONFLICTS; AND FOR AN EFFECTIVE DATE.

5. Resolutions and Proclamations

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

A. Approval for work authorization No. 102 to Calvin Giordano & Associates, Inc. for services related to the Surfside Traffic Signal Modifications at the intersection of 95th Street and Harding Avenue – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A WORK AUTHORIZATION TO CALVIN GIORDANO & ASSOCIATES, INC. TO PROVIDE GENERAL ENGINEERING SERVICES FOR TRAFFIC SIGNAL MODIFICATIONS AT THE INTERSECTION OF 95th STREET AND HARDING AVENUE; AUTHORIZING THE TOWN MANAGER TO IMPLEMENT THE TERMS AND CONDITIONS OF THE WORK AUTHORIZATION; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

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- B. Resolution urging the Florida Legislature and the Florida Public Service Commission to require the expeditious conversion of overhead electric distribution facilities to underground facilities; further urging the Florida Public Service Commission to condition any Hurricane Irma related cost recovery sought by the State's power utility providers on such providers' required conversion of their electric distribution facilities to underground facilities – Commissioner Daniel Gielchinsky**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, URGING THE FLORIDA LEGISLATURE AND THE FLORIDA PUBLIC SERVICE COMMISSION TO REQUIRE THE EXPEDITIOUS CONVERSION OF OVERHEAD ELECTRIC DISTRIBUTION FACILITIES TO UNDERGROUND FACILITIES; FURTHER URGING THE FLORIDA PUBLIC SERVICE COMMISSION TO CONDITION ANY HURRICANE IRMA COST RECOVERY SOUGHT BY THE STATE'S POWER COMPANIES ON SUCH COMPANIES' REQUIRED CONVERSION OF THEIR OVERHEAD ELECTRIC DISTRIBUTION FACILITIES TO UNDERGROUND FACILITIES; PROVIDING FOR IMPLEMENTATION; 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. Artificial Grass – Guillermo Olmedillo, Town Manager**
- B. Legislative Priorities 2018 – Guillermo Olmedillo, Town Manager**
- C. Purchase of Equipment and Repair and Maintenance of Public Works and Utilities Infrastructure – Guillermo Olmedillo, Town Manager**
- D. Tree Planting, Maintenance and Placement of Mulch in the Public Right-Of-Way – Guillermo Olmedillo, Town Manager**

- E. Additional Sustainability Initiatives** – Mayor Daniel Dietch
- F. SeeClickFix** - Guillermo Olmedillo, Town Manager
- G. Ordinance permitting law enforcement to consider potential anti-Semitic motivation for criminal offenses** – Commissioner Daniel Gielchinsky
- H. Board and Committees Vacancies [Verbal]** – Sandra Novoa, MMC, Town Clerk
 - *Police Department Pension Trust – At Large*

10. Adjournment

Respectfully submitted,



Guillermo Olmedillo
Town Manager

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

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

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

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

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



**Town of Surfside
Regular Town Commission Meeting
MINUTES
November 14, 2017
7 p.m.**

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

1. Opening

A. Call to Order

Vice Mayor Cohen opened the meeting at 7:03 p.m. and asked to wait for a couple of minutes for the Mayor's arrival.

Mayor Dietch arrived and called the meeting to order at 7:05 pm

B. Roll Call of Members

Town Clerk Sandra Novoa called the roll with the following members present: Mayor Dietch, Vice Mayor Cohen, Commissioner Gielchinsky, Commissioner Paul and Commissioner Karukin.

C. Pledge of Allegiance

Police Chief Allen led the Pledge of Allegiance

D. Mayor and Commission Remarks – Mayor Daniel Dietch

Commissioner Paul recognized the Parks and Recreation Dept. for two special events held. The Commission recognized two members of the community who recently passed away. Commissioner Gielchinsky thanked his colleagues for their service to Surfside. Commissioner Karukin thanked the Tourist Board for putting up the lights and the Mayor thanked staff for their efforts.

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

Commissioner Gielchinsky asked to move item 9E up in order to make his appointment to the Planning and Zoning Board and to introduce the gentleman. Commissioner Paul made a motion to move item 9E. Motion received a second from Commissioner Gielchinsky and all voted in favor.

Commissioner Gielchinsky appointed Mr. Jorge Garcia to the Planning and Zoning Board and introduced him to the members of the Town Commission.

Vice-Mayor Cohen re-appointed Mr. Moshe Behar to the Sustainability Sub-Committee.

Commissioner Karukin made a motion per Town Attorney Arango's request to add item 9F to the agenda requesting an Executive Session on the matter of Gilberto M. Garcia vs. Town of Surfside. The motion received a second from Commissioner Paul and all voted in favor.

F. Community Notes – Mayor Daniel Dietch

Mayor Dietch announced upcoming community events which can be found in the Gazette and on the Town's website.

G. Public Pension Standards Award for Funding and Administration Presentation to Retirement Plan for Employees of the Town of Surfside – Guillermo Olmedillo, Town Manager

Town Manager Olmedillo presented the item and introduced Pension Board Chair Issa. Chair Issa spoke about the Pension Board duties and accomplishments. Mayor Dietch presented the award and thanked all members of the Pension Board for their services.

2. Quasi-Judicial Hearings

A. Beach Furniture Operator Permit Application Residence Inn by Marriott, 9200 Collins Avenue, Surfside, FL – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA [APPROVING/ APPROVING WITH CONDITIONS/DENYING] A BEACH FURNITURE PERMIT APPLICATION PURSUANT TO SECTION 86-31 OF THE CODE OF ORDINANCES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Novoa read the title of the resolution.

Mayor Dietch explained the quasi-judicial process and the duties of the Commission. Town Clerk Novoa confirmed that compliance with the advertising notice requirements was met.

Town Attorney Arango stated that the complete prior record and transcript, including all testimony and evidence presented at the October 10, 2017 hearing, the agenda, and all public comments and testimony, were incorporated and adopted into this hearing and the proceedings. Therefore, there was no need to hear or address the same testimonies, evidences or public comments previously received and heard during the October 10, 2017 hearing.

Vice Mayor Cohen who was absent at the last meeting confirmed that he has listened to the transcript of this item and is ready to participate in today's hearing.

Town Attorney Arango asked the Town Commission if anyone had any ex-parte communications with the Applicant or any objector. Commissioner Paul said she had not met with anyone but stated that she lives close to the Marriott and did not receive any notification on this hearing. Mayor Dietch had communication with the applicant and citizens. Vice Mayor Cohen had communications with applicant and citizens. Commissioner Karukin has had no communication with applicant or citizens.

Town Manager Olmedillo stated that it is important that notification be given and stated that the applicant completed this process through a private agency. The notices are documented by folio number for each individual. According to the record received by the Town, notification was sent to Commissioner Paul. Town Manager Olmedillo was at a loss as to why she did not receive it. The Manager confirmed that this was a certified letter.

Town Manager Olmedillo had no further evidence to produce at this time. The applicant made a presentation.

Town Clerk Novoa swore in everyone wishing to speak on the item.

Mayor Dietch opened the public hearing and the following members of the public spoke on the item:

-Jeff Platt

-Elizabeth Alloco

-Deborah Duvdevani

-Gilberto Garcia – Commissioner Paul made a motion to extend a 1-minute speaking time. The motion received a second from Commissioner Karukin and all voted in favor.

-Marianne Meischeid

-Silvia Coltrane - Commissioner Paul made a motion to extend 1-minute speaking time to Ms. Coltrane. The motion received a second from Commissioner Karukin and all voted in favor.

-George Kousoulas

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

Commissioner Gielchinsky made a motion to deny the application. The motion died for lack of a second.

Commissioner Paul made a motion to delay Good and Welfare 15 minutes in order to finish item 2A. The motion received a second from Commissioner Karukin and all voted in favor.

After extensive discussion, Commissioner Paul made a motion to accept with the following conditions/amendments and to amend condition 4.

1. Condition 4 to read as follows: The Town hereby authorizes the Beach Furniture Operator to set beach chairs and umbrellas on the public beach on an on demand basis throughout the day, up to a limit of 40 chairs. Un-occupied, vacated beach chairs must be re-stacked and may not be allowed to remain un-occupied, vacated on the beach.
2. Beach chairs to be set up on as needed basis/on demand
3. Allow the applicant to only store 40 chairs. (Mayor Dietch added depending upon environmental conditions.)

Mayor Dietch made a friendly amendment to add the followings:

Condition 14 – NEW – Mayor Dietch would like to add that the applicant makes sure that their Beach Chair Operator only crosses Collins Avenue through a designated crosswalk.

Condition 15 – NEW – Mayor Dietch would like to add that the applicant encourages and advises their guests to cross Collins Avenue through a designated crosswalk.

Mayor Dietch also would like to emphasize that this is not a concession approval but only a beach furniture approval. That there is no paddle board, surfboard and/or kayaks allowed.

Commissioner Paul accepted the amendments. The motion received a second from Commissioner Karukin and the motion carried 4-1 with Commissioner Gielchinsky voting in opposition.

Mayor Dietch gave updated information regarding kite surfing. He also encouraged the community to reach out to staff if they have any questions.

3. Consent Agenda

The following items were pulled from the consent agenda:

Item 3A – Minutes (Page 33 and 35) Scribner errors – Mayor Dietch

Item 3B – Town Manager’s Report (Page 41, item 13) – Commissioner Paul

Item 3A Item5 (page 35)

Commissioner Karukin made a motion to approve the consent agenda minus the pulled items. The motion received a second from Commissioner Paul and all voted in favor.

A. Minutes – Sandra Novoa, MMC, Town Clerk

- **October 10, 2017 Quasi-Judicial Hearing Meeting Minutes**
- **October 10, 2017 Regular Commission Meeting Minutes**
- **November 1, 2017 Post Hurricane Workshop Minutes**

***B. Town Manager’s Report** – Guillermo Olmedillo, Town Manager

***C. Town Attorney’s Report** – Weiss Serota, Town Attorney

Approved on consent.

D. Committee Reports – Guillermo Olmedillo, Town Manager

- July 17, 2017 - Parks and Recreation Committee Meeting Minutes
- August 31, 2017 - Sustainability Subcommittee Meeting Minutes
- September 28, 2017 - Planning and Zoning & Design Review Board Meeting Minutes

Approved on consent.

E. Approval to Accept the Florida Department of Transportation (FDOT) High Visibility Enforcement for Pedestrian and Bicycle Safety Grant – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ACCEPTING A PEDESTRIAN AND BICYCLE SAFETY ENFORCEMENT CAMPAIGN GRANT FROM THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES IN THE AMOUNT OF \$4,000.00; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE LETTER AGREEMENT AND CONTRACT WITH THE UNIVERSITY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approved on consent.

F. Procurement of Three (3) Ford Police SUV Interceptor Vehicles – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING AND APPROVING THE PURCHASE OF THREE (3) FORD POLICE SUV INTERCEPTOR VEHICLES FOR THE POLICE DEPARTMENT AND EXPENDITURE OF FUNDS IN THE AMOUNT OF \$120,000.00 FROM THE FISCAL YEAR 2017-2018 BUDGET FOR THE PURCHASE AND OUTFITTING OF THE VEHICLES; FINDING THAT THE PURCHASE IS EXEMPT FROM PROCUREMENT AS A PIGGYBACK ON THE FLORIDA SHERIFFS ASSOCIATION COOPERATIVE PURCHASING PROGRAM; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approved on consent.

G. Procurement of one (1) Ford F150 Vehicle – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING AND APPROVING THE PURCHASE OF ONE (1) FORD F 150 VEHICLE FOR THE POLICE DEPARTMENT AND EXPENDITURE OF FUNDS IN THE AMOUNT OF \$28,000.00 FROM THE FISCAL YEAR 2017-2018 BUDGET FOR THE PURCHASE AND OUTFITTING OF THE VEHICLE; FINDING THAT THE PURCHASE IS EXEMPT FROM PROCUREMENT AS A PIGGYBACK ON THE FLORIDA SHERIFFS ASSOCIATION COOPERATIVE PURCHASING PROGRAM; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approved on consent.

H. Recognition of Mayor Eli Shaviro, City of Ariel, Israel - Key to the Town Request – Mayor Daniel Dietch

Approved on consent.

Commissioner Karukin made a motion to approve the pulled items from the consent agenda. The motion received a second from Commissioner Paul and all voted in favor.

4. Ordinances

A. Second Reading Ordinances

1. Crossover of the Dune – Sarah Sinatra, Town Planner

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 “ZONING”, SECTION 90-37 “SPECIAL EXCEPTIONS,” TO PROVIDE A SPECIAL EXCEPTION APPROVAL PROCESS AND RELATED CRITERIA FOR DUNE CROSSOVERS; AND BY AMENDING SECTION 90-60 “CONSTRUCTION ADJACENT TO BULKHEAD LINES” TO PERMIT DUNE CROSSOVERS ONLY IF APPROVED BY SPECIAL EXCEPTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Novoa read the title of the ordinance.

Town Manager Olmedillo presented the item to the Town Commission.

The Mayor being absent from the dais, Vice Mayor Cohen opened the public hearing and the following public speaker spoke on the item:

George Kousoulas

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

After some discussion, Commissioner Karukin made a motion to approve with the Town Manager's recommendation to amend page 37, third paragraph. The motion received a second from Commissioner Paul and all voted in favor.

B. First Reading Ordinances [*PUBLIC HEARING*]

- 1. Ordinance providing for medical marijuana dispensaries and imposing restrictions for pharmacies and medical marijuana dispensaries – Guillermo Olmedillo, Town Manager**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-2, "DEFINITIONS"; AND BY AMENDING SECTION 90-41, "REGULATED USES", TO CHANGE THE LIST OF PERMITTED USES RELATED TO DRUG STORES AND MEDICAL MARIJUANA DISPENSARIES AND PROVIDE RELATED REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Novoa read the title of the ordinance.

Town Manager Olmedillo presented the item to the Town Commission.

Mayor Dietch open the public hearing and with no one wishing to speak on this item the Mayor closed the public hearing.

Commissioner Gielchinsky made a motion to approve. The motion received a second from Commissioner Paul. The motion carried 4-1 with Commissioner Karukin voting in opposition,

C. First Reading Ordinances [NO PUBLIC HEARING]

1. **Amending Article VII. – “Code of Ethics”** – Guillermo Olmedillo, Town Manager

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING ARTICLE VII. - “CODE OF ETHICS” BY AMENDING SECTION 2-230 TO PROVIDE FOR CONTINUING APPLICATION FOR TWO YEARS AFTER TOWN SERVICE; AMENDING SECTION 2-231 PROHIBITING CERTAIN APPEARANCES AND LOBBYING BY CURRENT PERSONNEL, OFFICERS, COMMITTEE AND BOARD MEMBERS; AND AMENDING SECTION 2-235 (1) TO AMEND THE DEFINITION OF LOBBYIST; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Novoa read the title of the ordinance.

Commissioner Paul made a motion for discussion purposes. The motion received a second from Commissioner Karukin.

Town Manager Olmedillo presented the item to the members of the Town Commission.

Commissioner Paul would like to add/amend section 2-229. – Gifts to reflect the Miami Dade County code that requires reporting gifts over \$100.00. Town Attorney Arango stated that they will include this language for second reading.

Commissioner Paul made a motion to approve with amendment. The motion received a second from Commissioner Karukin and all voted in favor.

2. Ground-Affixed Letter or Number Signs – Guillermo Olmedillo, Town Manager

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING ARTICLE VI “SIGNS” OF “CHAPTER 90 ZONING” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES TO PROVIDE FOR GROUND-AFFIXED LETTER OR NUMBER SIGNS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Novoa read the title of the ordinance.

Commissioner Karukin made a motion to approve. The motion received a second from Commissioner Gielchinsky.

Surf Club representatives presented the item to the Town Commission.

Commissioner Paul made a recommendation to the ordinance and requested staff look at the percentage of lot size vs. lot signs. Commissioner Karukin accepted the recommendation.

Town Planner Sarah Sinatra was asked to look at the compatibility of signs with other zones, but after some discussion Commissioner Karukin withdrew his motion.

Commissioner Gielchinsky made a motion to approve as is. The motion received a second from Commissioner Karukin. The motion carried 4-1 with Commissioner Paul voting in opposition.

5. Resolutions and Proclamations

A. FY 2016-2017 Budget Amendment Resolution No. 2 – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AMENDMENTS TO THE ANNUAL BUDGET ADOPTED FOR FISCAL YEAR OCTOBER 1, 2016 TO SEPTEMBER 30, 2017 FOR THE CAPITAL PROJECT FUND, BUILDING FUND, WATER AND SEWER FUND AND STORMWATER FUND; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Novoa read the title of the resolution.

Town Manager Olmedillo presented the item to the Town Commission.

Commissioner Gielchinsky made a motion to approve. The motion received a second from Commissioner Karukin and all voted in favor.

B. Appropriation of Resort Tax Fund Balance (Reserves) – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AMENDMENT TO THE FISCAL YEAR 2017-2018 TOURIST RESORT FUND ANNUAL BUDGET TO APPROPRIATE AND RELEASE RESERVES TO THE TOURIST BOARD FISCAL YEAR 2017-2018 PROMOTIONAL ACTIVITIES ACCOUNT IN THE AMOUNT OF \$115,000.00 FOR FUNDING OF POST-HURRICANE MARKETING ACTIVITIES; APPROVING THE BUDGET AMENDMENT, RELEASE OF THE FUNDS FROM RESERVES AND EXPENDITURE OF FUNDS; PROVIDING FOR APPROVAL AND AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

Town Clerk Novoa read the title of the resolution.

Town Manager Olmedillo asked Tourism Director Fast to present the item.

After a brief discussion, Commissioner Karukin made a motion to approve. The motion received a second from Commissioner Gielchinsky and all voted in favor.

C. Approval for work authorization No. 102 and No. 106 to Calvin Giordano & Associates, Inc. for services related to the Surfside Traffic Signal Modifications at four intersections along Harding Avenue. Approval for work authorization No. 108 to Calvin Giordano & Associates, Inc. for services related to the traffic analysis of Abbott Avenue and 95th Street. - Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING WORK AUTHORIZATIONS TO CALVIN GIORDANO & ASSOCIATES, INC. TO PROVIDE GENERAL ENGINEERING SERVICES FOR TRAFFIC SIGNAL MODIFICATIONS AT INTERSECTIONS ALONG HARDING AVENUE AND ABBOTT AVENUE AND 95TH STREET; AUTHORIZING THE TOWN MANAGER TO IMPLEMENT THE TERMS AND CONDITIONS OF THE WORK AUTHORIZATIONS; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK AUTHORIZATIONS; AND PROVIDING FOR AN EFFECTIVE DATE

Town Clerk Novoa read the title of the resolution.

Town Manager Olmedillo presented the item to the Town Commission and introduced Calvin Giordano and Associates Director of Traffic Engineering Mr. Eric Czerniejewski who provided more information.

After some discussion, Commissioner Karukin made a motion to only approve Work Authorizations 106 and 108. The motion received a second from Commissioner Gielchinsky and all voted in favor.

Commissioner Karukin made a motion to defer Work Authorization 102 to December's meeting. The motion received a second from Mayor Dietch (passing the gavel) and all voted in favor.

D. Dell Financial Services, L.L.C. (Dell) Lease Agreement for Computer Hardware and Software - Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A LEASE AGREEMENT WITH DELL FINANCIAL SERVICES FOR THE LEASE OF COMPUTER EQUIPMENT IN THE AMOUNT OF \$80,698.80 OVER A THREE-YEAR LEASE TERM; PROVIDING FOR WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR IMPLEMENTATION OF THE LEASE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Novoa read the title of the resolution.

Town Manager Olmedillo presented the item.

Commissioner Karukin made a motion to approve. The motion received a second from Commissioner Gielchinsky and the motion carried 4-0 with Commissioner Paul absent for the vote.

E. Dell Financial Services, L.L.C. (Dell) Lease Agreement for Computer Hardware and Software - Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, DECLARING AS SURPLUS CERTAIN COMPUTER EQUIPMENT OF THE TOWN OF SURFSIDE AND AUTHORIZING THE TOWN MANAGER TO PROVIDE FOR THE SALE OR DISPOSITION OF THE SURPLUS EQUIPMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Novoa read the title of the resolution.

Commissioner Karukin made a motion to approve. The motion received a second from Commissioner Gielchinsky and all voted in favor.

Public speaker Victor May spoke on the item.

F. Water, Sewer and Stormwater Rates and Service Charges – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND ADOPTING WATER AND SEWER RATES AND SERVICE CHARGES EFFECTIVE OCTOBER 1, 2017; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Novoa read the title of the resolution.

Town Manager Olmedillo presented the item.

Commissioner Karukin made a motion to discuss. The motion received a second from Commissioner Gielchinsky.

Public Speaker Victor May spoke on the item.

Commissioner Karukin made a motion to approve. The motion received a second from Commissioner Gielchinsky and all voted in favor.

The Mayor suggested to the Town Manager to re-engage with Black and Veatch for a Sensitivity Study and bring it back in February 2018. Commissioner Karukin made a motion to approve the Mayor's suggestions. The motion received a second from Commissioner Gielchinsky and all voted in favor.

G. Water, Sewer and Stormwater Rates and Service Charges – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND ADOPTING STORMWATER UTILITY RATES EFFECTIVE OCTOBER 1, 2017; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Novoa read the title of the resolution.

Town Manager Olmedillo presented the item.

Commissioner Karukin made a motion to approve. The motion received a second from Commissioner Gielchinsky and all voted in favor.

Passing the gavel, Mayor Dietch made a motion to move Items 9A and 9B to the end of section 9. The motion received a second from Commissioner Paul and all voted in favor.

6. Good and Welfare

The Mayor opened Good and Welfare

Public Speaker Jeff Platt thanked staff for the timely cleanup after the hurricane and would like to see the agreement with hotels regarding beach cleanup.

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

7. Town Manager and Town Attorney Reports

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

8. Unfinished Business and New Business

9. Mayor, Commission and Staff Communications

A. Mandatory Commercial Recycling – Mayor Daniel Dietch

Mayor Dietch presented the item.

The Commission discussed the item and presented their views. Voluntary vs. mandatory was discussed. The Commission agreed to move forward on the item and a framework will be brought back.

Commissioner Karukin made a motion to extend the meeting an additional ten minutes. The motion received a second from Commissioner Paul and all voted in favor.

B. 2018 Agenda Deadline Dates – Sandra Novoa, MMC, Town Clerk

Town Clerk Novoa gave an update in change of dates.

Commissioner Karukin made a motion to approve the changes. The motion received a second from Commissioner Paul and all voted in favor.

C. Parking Structure Verbal Update – Guillermo Olmedillo, Town Manager

Town Manager Olmedillo gave an update.

Public Speaker George Kousoulas spoke on the item.

D. Unsolicited Proposal for Mixed Use Parking Facility at the Abbott Lot Discussion and Action [Verbal]– Guillermo Olmedillo, Town Manager

Mr. Singer representing the Feldman Company who submitted the proposal spoke on the item. Town Attorney Arrango explained the process per Florida Statute 255.065. A 30 day solicitation period and then a decision on a proposal was discussed.

The Mayor opened the public hearing and public speakers Clara Diaz-Leal Parker and George Kousoulas spoke on the item. Mr. Jeff Platt was called but was not present.

Commissioner Gielchinsky made a motion to accept the submission of the proposal and start the statutory process with a 30 day solicitation period notice for advertisement on the parking garage on the Abbott Lot. The motion received a second from Vice Mayor Cohen. The motion carried 4-1 with Commissioner Karukin voting in opposition.

Commissioner Paul would like to see other sites opened up for proposals.

E. Board and Committees Vacancies [Verbal] – Sandra Novoa, MMC, Town Clerk

- *Sustainability Subcommittee – Vice Mayor Cohen* – Re-appointed Mr. Moshe Behar during section 1E of the agenda.
- *Planning and Zoning Board – Commissioner Gielchinsky* – Appointed Mr. Jorge Garcia during section 1E of the agenda.
- *Police Officers Pension Trust Fund – At Large* – No appointment

The Mayor asked the Commission to come back with their nominations for the Police Officers Pension Trust Fund.

F. Executive Session on the matter of Gilberto M. Garcia vs. Town of Surfside. (Item added to agenda.) Town Attorney Arrango presented the item.

Commissioner Gielchinsky made a motion for an Executive Session on Garcia vs. Town of Surfside with the provision that if the litigation is dismissed there will be no meeting. The motion received a second from Commissioner Karukin and all voted in favor.

Commissioner Paul made a motion to extend the meeting an additional fifteen minutes. The motion received a second from Commissioner Gielchinsky and all voted in favor.

10. Adjournment

Commissioner Karukin made a motion to adjourn. The motion received a second from Commissioner Paul and all voted in favor. Meeting adjourned at 11:24 p.m.

Respectfully submitted,

Accepted this _____ day of _____, 2017

Daniel Dietch, Mayor

Attest:

Sandra Novoa, MMC
Town Clerk



TOWN MANAGER'S REPORT DECEMBER 2017

COMMUNITY PROGRAMS / INITIATIVES / ENHANCEMENTS

1. **See Click Fix Report** – See Attachment “A”

2. **Unsolicited Proposal** – Town of Surfside (“Town”) has received an unsolicited proposal for a qualifying public-private partnership project pursuant to Section 255.065 (See Attachment “B”), Florida Statutes for the design, construction, financing, operation and maintenance of a public parking and mixed-use facility to be developed and operated on land owned by the Town known as the “Abbott Lot” which is located east of Abbott Avenue between 95th Street and 96th Street (“Project”). The Town has advertised the Project and will accept alternative proposals for the Project for 30 days from the date of the notice (November 29, 2017) or until December 29, 2017. The Town has not received an alternative proposal as of the date of printing this Report.

3. **Community Garden Non-Profit Annual Renewal** – See Attachment “C”

4. **Development Application Status**

A. 9116 Harding – A site plan application for a 4 unit townhouse development has been received. A Development Review Group (DRG) meeting was held November 2, 2016. Comments were provided and corrections were required. The plans were resubmitted for a second DRG meeting on February 7, 2017 and a third DRG meeting on May 18, 2017. The Development Impact Committee (DIC) meeting was held on June 1, 2017. The property has recently been sold and the new owner has added two additional properties. The revised site will include pools and an amenity building for the four units. DRG was held on December 7, 2017 and will be scheduled for an upcoming DIC meeting.

B. 8995 Collins – A site plan was submitted on May 19, 2017. A DRG meeting was held on June 19, 2017. The applicant submitted the revised drawings and a second DRG meeting was held on August 24, 2017. Revisions were required and a third DRG meeting was held on September 28, 2017. The DIC meeting was held on November 16, 2017. A Planning and Zoning Board hearing has not been scheduled to date.

C. 9133-9149 Collins - The Surf Club II – A revised site plan was submitted on August 28, 2017 for 46 new condominium units, two renovated condominium units and 31 new hotel units.

DRG and DIC meetings were held on September 28, 2017. The Planning and Zoning Board was held on December 7, 2017. A Planning and Zoning Board meeting will be scheduled.

TOWN DEPARTMENTS

Code Compliance Division

A. Code Violation Cases: As of November 30, 2017, the total number of active, open cases being managed is 203; of these cases, 110 cases are still under investigation and are working towards compliance; 5 cases are on-hold; 32 are in the Special Master hearing queue; 15 cases are in post-Special Magistrate action status; and 41 cases have been issued liens and remain unpaid. Properties with unpaid liens are sent reminder letters on a quarterly basis.

B. 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 17/18: 10 cases have paid/settled through November 30, 2017 for a total collection of \$4,370.
- FY 16/17: 117 cases have paid/settled through September 25, 2017 for a total collection of \$40,842
- FY 15/16: 152 cases paid/settled for a total of \$137,282

Finance Department

A. Monthly Budget to Actual Summary as of October 31, 2017. See Attachment "D"

B. Enterprise Resource Planning (ERP): Tyler Technologies is the recommended ERP solution and the Software-as-a-service Agreement is earmarked for Town Commission consideration in the new year.

Information Technology

- The public (guest) WIFI for Town Hall will be installed by the end of December.
- The new Town website went live December 1, 2017. The first month will be the time to assess the functionality, review content and amend accordingly.

Police Department


A. November 2017 Significant Incidents/Arrests:

- Medical practice without a license Arrest - 11/15/2017 at 1515 hours: 9471 Harding Avenue. The subject was arrested.
- Elderly Exploitation - 11/21/2017: 9100 block of Collins Avenue. This case is currently under investigation by Surfside detectives.
- Lewd & Lascivious Conduct - 11/22/2017: 9300 block of Collins Avenue. This case is currently under investigation by Surfside detectives.

B. Traffic Mitigation Update:

- Damaged and missing stop signs from Hurricane Irma have been replaced by Public Works

#	Initiatives	Update(s)
	Short Term (0 – 6 months)	
1	<p>95 Street & Harding Avenue (westbound), left Turn lane added.</p> <p>300 block of 95th Street (eastbound), right turn lane added.</p>	<p>On 04-27-2017, the traffic lanes in the 200 block of 95 Street, between Collins Avenue and Harding Avenue were modified to improve the traffic flow. New lane pavement markers delineate the new vehicular traffic flow for westbound traffic on 95 Street approaching Harding Avenue. The pavement markings allow vehicles to travel in two lanes west of the alleyway with one lane designated for travel westbound only on 95 Street across Harding Avenue, and the other lane designated as a left turn only lane for vehicles turning southbound onto Harding Avenue. Three parking spaces on the North East side of 95 Street & Harding Avenue have been eliminated to allow for a westbound travel lane.</p> <p>As of Tuesday 08-22-2017, the traffic flow in the 300 block of 95th Street, between Abbott Avenue and Harding Avenue, has been altered. The new lane pavement markers delineate the new vehicular traffic flow for eastbound traffic on 95th Street approaching Harding Avenue. The pavement markings allow vehicles to travel in two lanes east of the alleyway with one lane designated for travel eastbound only on 95th Street across Harding Avenue, and the other lane designated as a right turn only lane for vehicles turning southbound onto Harding Avenue. The loading zone at this location has been eliminated to allow for a right turn only lane. Please refer to the traffic diagram below.</p>

		
2	<p>New Stop Signs at all intersections west of Harding Avenue</p>	<p>Public Works installed stop signs at the following locations:</p> <ul style="list-style-type: none"> • 89th Street & Byron Avenue (east-west) • 90th Street & Abbott Avenue (east-west) • 90th Street & Carlyle Avenue (east-west) • 92nd Street & Abbott Avenue (east-west) • 92nd Street & Carlyle Avenue (east-west)
3	<p>New Stop Bar Reflectors</p>	<p>Completed</p>
4	<p>New Speed Bumps</p>	<p>New speed bumps have been installed at the following locations:</p> <ul style="list-style-type: none"> • 8900 block of Abbott Avenue • 9100 block of Abbott Avenue • 9300 block of Abbott Avenue
5	<p>Revisit Street Closure ○ 94th Street / Abbott Avenue</p>	<p>Commission approved a motion against revisiting this item.</p>
6	<p>New Street Closure ○ Byron Avenue (northbound) at 88th Street</p>	<p>Requires study, Miami-Dade County and Miami Beach approval. Pending meetings / agreements.</p> <p><u>On Wednesday, 11-29-17, Town Manager, Chief Allen and PW Director Randy Stokes attended a meeting with Miami-Dade County and City of Miami Beach administration regarding the closure of northbound traffic at 88th Street and Byron Avenue.</u></p>
7	<p>Loop Detector Installation</p>	<p>CGA has submitted bid documents for the traffic loops at three signalized intersections along Harding Avenue. The Town</p>

		<p>Attorney is reviewing the bid documents and will work with CGA and Town administration to finalize and issue the ITB. CGA will need to provide updated scope of services and fee in order to provide traffic counts and traffic analysis at subject intersections (before and after traffic analysis) per commission request at 05-09-17 meeting.</p> <p>The east Stop Bar at 93 Street & Harding Avenue will be moved back.</p> <p>August 8, 2017, CGA submitted their additional service agreement for completing the before and after traffic analysis at the signalized intersections along Harding Avenue that new traffic loops are being installed. At the Commission meeting where the Post Design Services contract was approved, the Mayor and Commission asked if CGA could do a before and after analysis in order to evaluate the change in traffic operations at these subject intersections. The traffic counts are currently scheduled for the 29th, 30th or 31st of August (second week of regular school).</p> <p><u>Loop detectors have been approved for Harding Avenue at 88th, 93rd and 94th Streets.</u></p> <p><u>November 3, 2017, CGA submitted for review and approval Work Authorization No. 106 for Surfside Traffic Signal Modification – Traffic Analysis. The scope of the project includes Pre – Post Construction Analysis of four intersections on Harding Avenue at 88th, 93rd, 94th and 95th Streets. Total cost not to exceed \$14,200.62.</u></p>
8	Install a centerline curb on 95 th Street between Abbott and Byron Avenues	Public Works installed delineators to deter trucks from traveling west on 95 th Street.
9	Eliminate Crosswalks on Collins (north) & Harding (south) Avenues	FDOT stated that eliminating crosswalks would hinder pedestrian travel and further study would be required before they can agree to that recommendation.
10	Create Vehicular Circulation Plans for New Construction Projects <ul style="list-style-type: none"> o Minimize lane closures 	MOT's and circulation plans for new construction projects was a primary topic of discussion with FDOT and the surrounding jurisdictions representatives. A plan to improve the coordination of projects and to enhance communication by FDOT providing notice well in advance of all approved MOT's

		to the three jurisdictions was agreed upon. The early notice system has shown an improvement.
11	Evaluate Sidewalk Options	Commission approved a motion to continue to evaluate pedestrian safety options in Surfside.
12	Install traffic light at 96 th Street & Abbott Avenue Eliminate left hand turn at 96 th Street & Byron Avenue	Town Manager Olmedillo, Chief Allen, Captain Yero and Randy Stokes, from the Town and Eric Czerniejewsky from CGA, spent a few hours with Ramon Sierra, FDOT District 6. Several simulations were run, and the result is that the back-up traffic in the east bound direction made congestion worse on 96 th Street. This will not allow the vehicles turning right from Byron to move, causing a longer back-up on Byron and creating additional congestion on Harding and Collins. <u>FDOT will not eliminate the left turn at 96 Street & Byron Avenue.</u>
13	Install a crosswalk at 90 th Street & Harding Avenue (north side)	FDOT agreed to reconsider installing a traffic signal at the location, pending study (count). The Town installed traffic delineators designed to allow a left turn only onto Harding Avenue, preventing vehicles from traveling westbound across the intersection.
14	Send demand letters to mapping companies	Completed
	Intermediate Term (7 – 18 months)	
15	Create 1-Way Streets <ul style="list-style-type: none"> ○ 88th, 89th, 90th and 91st Street between Collins & Harding Avenues 	A Town meeting was held July 18 th , 2017, to present a new traffic pattern plan making 89 th Street one-way only for westbound vehicular traffic from Collins Avenue to Hawthorne Avenue and 90 th Street one-way only for eastbound vehicular traffic from Bay Drive to Collins Avenue. <u>The Town Commission approved to conduct a test of a new streetscape design on 89th and 90th Streets, between Harding and Hawthorne. The test consists of creating a safe pedestrian path and a green area in what is currently the paved area of those streets. Because width of the street will be narrowed during the test, the streets will be changed to a one-way system, with 89th Street traffic moving from east to west and 90th Street traffic moving from west to east. The streets will be marked with paint to designate the pedestrian area as well</u>

		<u>as the green / parking area. The test is scheduled to begin in early December and run for a period of 60 days. At the end of the test period, staff will present a report to the Town Commission.</u>
16	Design 91 st Street Improvements o Sidewalk, landscaping and buried utilities	Pending design and engineering cost estimates.
17	<u>Road closure of 95th Street and Abbott Avenue</u>	<u>November 7, 2017, CGA submitted for review and approval Work Authorization No. 108 for Traffic Feasibility Study for Abbott Avenue and 95th Street. The project includes Traffic Analysis and Modeling of the road closure at 95th Street and Abbott Avenue. Total cost will not exceed \$20,149.58.</u>

#	Parking / Taxis	Update
1	<p>The Town of Surfside added 18 new single parking spaces and 2 loading zones in the streets that are east of Collins Avenue. These new parking spaces provide additional parking options for residents and visitors to our Town. The additional loading zones provide a safe location for trucks and other vehicles to deliver goods and services to residents.</p> <p>The total number of single parking spaces added is now 12.</p>	<p>The additional parking spaces are located in the following locations:</p> <ul style="list-style-type: none"> • 100 block of 88th Street (4 spaces) effective 06-01-2017 • 100 block of 90th Street (4 spaces) effective upon completion of on-going construction project • 100 block of 92nd Street (4 spaces) effective 06-01-2017 • 100 block of 96th Street (6 spaces) six single pay parking spaces were removed and the area was designated a Tow-Away Zone. <p>The additional loading zones are located in the following locations:</p> <ul style="list-style-type: none"> • 100 block of 89th Street - effective 06-01-2017 • 100 block of 94th Street - effective 06-01-2017
2	Taxi Cab Stands added and changed	<ul style="list-style-type: none"> • The Taxi Cab Stand at 94th Street & Collins Avenue was reduced from (4) vehicles to (2) vehicles. • 94th Street & Harding Avenue (across from Publix) will have a (2) vehicle Taxi Cab Stand. * One metered parking space has been added.

		<ul style="list-style-type: none">• In the 200 block of 92nd Street (North side in front of the Marriott) one metered parking space was removed and replaced with a (1) vehicle Taxi Cab Stand.• A (2) vehicle Taxi Cab Stand has been added to the south side of the 200 block of Collins Avenue. <p><u>On 11/15/17, Chief Allen met with the management of the Azure Condominium regarding the taxi stand at 94th Street & Collins Avenue. They had no complaints regarding the location of the stand and were not aware of complaints or traffic concerns from residents of the condo. The taxis crossing Collins Avenue do not interfere with the exiting of cars from their building. The manager was happy that the stand was reduced from four to two taxis.</u></p> <p><u>One person has voiced opposition with the location of the taxi stand being across the street because it is unsightly and wants it moved.</u></p> <p><u>Chief Allen next met with the valet manager of the Grand Beach Hotel who said the two taxi stand is working out well and when a taxi is needed they signal for one from the stand.</u></p> <p><u>Chief Allen also met with the General Manager of the hotel regarding the concern and asked for one space for a taxi on the hotel property. The GM agreed. The space is just inside the garage and is now opened for taxi use.</u></p>
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C. New Police Personnel:

We are currently conducting backgrounds on positions for a Police Lieutenant, two Police Officers, and a Communications Operator.

D. LEO Awards Nominees:

We have several nominations for SPD for the 2016 Miami-Dade County Association of Chiefs of Police and Law Enforcement Officer Foundation (LEO) Awards which honor and recognize deserving sworn and civilian personnel:

- LEO Investigative Services Award – Sergeant Marian Cruz for her outstanding investigative skills, leadership, work ethic, dedication and commitment to the Town of Surfside
- LEO Uniform Services Award – Officer John Gentile for his exemplary dedication, work ethic and commitment to his profession.
- LEO Safety Award – Executive Assistant Dina Goldstein for excelling at her many administrative duties as well as implementing and managing the Police Department's many community engagement activities.

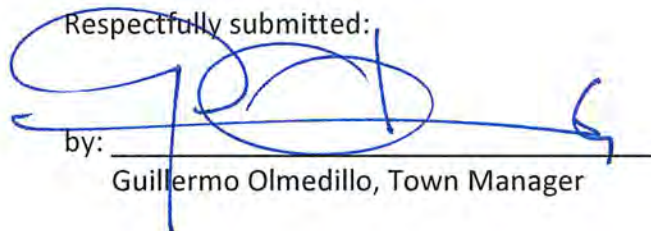
- LEO Support Services Award – Parking Operations Manager Elinor Joseph for his exceptional management of the Parking Enforcement Unit and parking services, overseeing the Property and Evidence Unit, and assisting the Communications Unit.

Congratulations to all! I am proud and wish all the best of luck!

E. Police Events:

- The Aventura Marketing Council/Chamber of Commerce hosted a **Chairman's Roundtable** luncheon on December 1 at 12:15 p.m. – 1:45 p.m. at Turnberry Isle Resort. Captain Yero attended the luncheon.
- During the holidays, the Police Officer Assistance Trust (POAT) collects donations for the families of fallen officers at several malls in Miami-Dade County. Officer Luke, Officer Lorente and Executive Assistant Goldstein volunteered at the Aventura Mall on December 2nd from 10:00 a.m. to 2:00 p.m.
- The 16th Citizens Police Academy will conclude on December 14 with a graduation ceremony at 6:00 p.m. in the Commission Chambers.
- The Police Department is collecting toys this holiday season for our Ninth Annual Holiday Toy Drive. Please show your support by bringing new unwrapped toys for children ages 1-13 to the Police Department. The last day to donate is Wednesday December 20. The Holiday Party and Toy Giveaway Event is December 21 at 3:30 p.m. in the Commission Chambers
- The monthly Bike with the Chief is December 27 at Town Hall at 5:00 p.m.
- Coffee with the Cops is December 28 at Starbucks at 10:00 a.m.

Respectfully submitted:


by: _____
Guillermo Olmedillo, Town Manager



Town of Surfside, FL

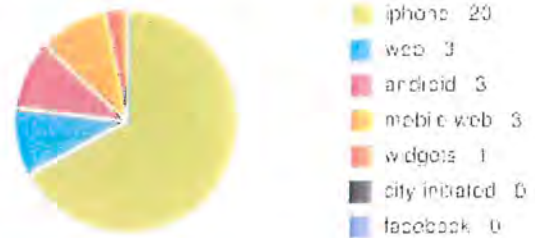
Between Nov 01, 2017 and Dec 01, 2017

30 requests were opened

32 requests were closed

The average time to close was 25.6 days.

Requests by Source



REQUEST CATEGORY	OPENED	CLOSED	DAYS TO CLOSE
Code Compliance (Safety Concern)	7	10	25.2
Code Compliance (Violation)	8	5	51.8
Construction Issues	3	4	24.1
Other	3	2	8.0
Parking Issue	3	3	1.8
Beach Issue	1	3	52.9
Utilities (Water/Sewer) (PW)	2	2	0.4
96 Street Park (P & R)	1	1	0.0
Solid Waste (Residential) (PW)	1	1	0.0
Drainage/Flooding (PW)	1	0	0.0
Street lights (PW)	0	1	31.9
Barking Dog	0	0	0.0
Beach Patrol	0	0	0.0
Community Center (P & R)	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
Surfside Dog Park (P & R)	0	0	0.0
Veterans Park (P & R)	0	0	0.0



Town of Surfside, FL

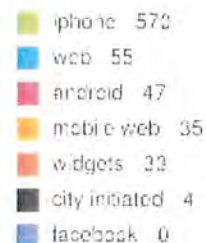
Between Jan 01, 2014 and Dec 01, 2017

744 requests were opened

715 requests were closed

The average time to close was 28.0 days.

Requests by Source



REQUEST CATEGORY	OPENED	CLOSED	DAYS TO CLOSE
Other	187	179	21.0
Beach Issue	113	105	15.6
Parking Issue	74	74	3.5
Police (Safety Concern)	73	73	8.7
Code Compliance (Violation)	66	59	53.5
Code Compliance (Safety Concern)	50	49	49.1
Street lights (PW)	39	37	174.7
Utilities (Water/Sewer) (PW)	22	22	9.5
Construction Issues	21	21	13.9
Drainage/Flooding (PW)	14	13	22.6
Dog Stations (P & R)	13	13	5.3
Solid Waste (Residential) (PW)	15	13	18.4
Barking Dog	12	12	20.0
96 Street Park (P & R)	10	10	3.2
Surfside Dog Park (P & R)	8	8	1.1

Community Center (P & R)	7	7	0.1
Pothole (PW)	5	5	31.7
Hawthorne Tot-Lot (P & R)	4	4	5.2
Beach Patrol	3	3	0.7
Dead Animal	3	3	21.0
Graffiti (PW)	3	3	25.2
Solid Waste (Commercial) (PW)	2	2	0.1
Graffiti (in park) (P & R)	0	0	0.0
Veterans Park (P & R)	0	0	0.0

Select Year:

The 2017 Florida Statutes

Title XVIII
PUBLIC LANDS AND
PROPERTY

Chapter 255
PUBLIC PROPERTY AND PUBLICLY OWNED
BUILDINGS

View Entire
Chapter

255.065 Public-private partnerships; public records and public meetings exemptions.—

(1) DEFINITIONS.—As used in this section, the term:

- (a) “Affected local jurisdiction” means a county, municipality, or special district in which all or a portion of a qualifying project is located.
- (b) “Develop” means to plan, design, finance, lease, acquire, install, construct, or expand.
- (c) “Fees” means charges imposed by the private entity of a qualifying project for use of all or a portion of such qualifying project pursuant to a comprehensive agreement.
- (d) “Lease payment” means any form of payment, including a land lease, by a public entity to the private entity of a qualifying project for the use of the project.
- (e) “Material default” means a nonperformance of its duties by the private entity of a qualifying project which jeopardizes adequate service to the public from the project.
- (f) “Operate” means to finance, maintain, improve, equip, modify, or repair.
- (g) “Private entity” means any natural person, corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, nonprofit entity, or other private business entity.
- (h) “Proposal” means a plan for a qualifying project with detail beyond a conceptual level for which terms such as fixing costs, payment schedules, financing, deliverables, and project schedule are defined.
- (i) “Qualifying project” means:
1. A facility or project that serves a public purpose, including, but not limited to, any ferry or mass transit facility, vehicle parking facility, airport or seaport facility, rail facility or project, fuel supply facility, oil or gas pipeline, medical or nursing care facility, recreational facility, sporting or cultural facility, or educational facility or other building or facility that is used or will be used by a public educational institution, or any other public facility or infrastructure that is used or will be used by the public at large or in support of an accepted public purpose or activity;
 2. An improvement, including equipment, of a building that will be principally used by a public entity or the public at large or that supports a service delivery system in the public sector;
 3. A water, wastewater, or surface water management facility or other related infrastructure; or
 4. Notwithstanding any provision of this section, for projects that involve a facility owned or operated by the governing board of a county, district, or municipal hospital or health care system, or projects that involve a facility owned or operated by a municipal electric utility, only those projects that the governing board designates as qualifying projects pursuant to this section.

(j) "Responsible public entity" means a county, municipality, school district, special district, or any other political subdivision of the state; a public body corporate and politic; or a regional entity that serves a public purpose and is authorized to develop or operate a qualifying project.

(k) "Revenues" means the income, earnings, user fees, lease payments, or other service payments relating to the development or operation of a qualifying project, including, but not limited to, money received as grants or otherwise from the Federal Government, a public entity, or an agency or instrumentality thereof in aid of the qualifying project.

(l) "Service contract" means a contract between a responsible public entity and the private entity which defines the terms of the services to be provided with respect to a qualifying project.

(2) LEGISLATIVE FINDINGS AND INTENT.—The Legislature finds that there is a public need for the construction or upgrade of facilities that are used predominantly for public purposes and that it is in the public's interest to provide for the construction or upgrade of such facilities.

(a) The Legislature also finds that:

1. There is a public need for timely and cost-effective acquisition, design, construction, improvement, renovation, expansion, equipping, maintenance, operation, implementation, or installation of projects serving a public purpose, including educational facilities, transportation facilities, water or wastewater management facilities and infrastructure, technology infrastructure, roads, highways, bridges, and other public infrastructure and government facilities within the state which serve a public need and purpose, and that such public need may not be wholly satisfied by existing procurement methods.

2. There are inadequate resources to develop new educational facilities, transportation facilities, water or wastewater management facilities and infrastructure, technology infrastructure, roads, highways, bridges, and other public infrastructure and government facilities for the benefit of residents of this state, and that a public-private partnership has demonstrated that it can meet the needs by improving the schedule for delivery, lowering the cost, and providing other benefits to the public.

3. There may be state and federal tax incentives that promote partnerships between public and private entities to develop and operate qualifying projects.

4. A procurement under this section serves the public purpose of this section if such procurement facilitates the timely development or operation of a qualifying project.

(b) It is the intent of the Legislature to encourage investment in the state by private entities; to facilitate various bond financing mechanisms, private capital, and other funding sources for the development and operation of qualifying projects, including expansion and acceleration of such financing to meet the public need; and to provide the greatest possible flexibility to public and private entities contracting for the provision of public services.

(3) PROCUREMENT PROCEDURES.—A responsible public entity may receive unsolicited proposals or may solicit proposals for a qualifying project and may thereafter enter into a comprehensive agreement with a private entity, or a consortium of private entities, for the building, upgrading, operating, ownership, or financing of facilities.

(a)1. The responsible public entity may establish a reasonable application fee for the submission of an unsolicited proposal under this section.

2. A private entity that submits an unsolicited proposal to a responsible public entity must concurrently pay an initial application fee, as determined by the responsible public entity. Payment must be made by cash, cashier's check, or other noncancelable instrument. Personal checks may not be accepted.

3. If the initial application fee does not cover the responsible public entity's costs to evaluate the unsolicited proposal, the responsible public entity must request in writing the additional amounts required. The private entity must pay the requested additional amounts within 30 days after receipt of the notice. The responsible public entity may stop its review of the unsolicited proposal if the private entity fails to pay the additional amounts.

4. If the responsible public entity does not evaluate the unsolicited proposal, the responsible public entity must return the application fee.

5. If the responsible public entity chooses to evaluate an unsolicited proposal involving architecture, engineering, or landscape architecture, it must ensure a professional review and evaluation of the design and construction proposed by the initial or subsequent proposers to assure material quality standards, interior space utilization, budget estimates, design and construction schedules, and sustainable design and construction standards consistent with public projects. Such review shall be performed by an architect, a landscape architect, or an engineer licensed in this state qualified to perform the review, and such professional shall advise the responsible public entity through completion of the design and construction of the project.

(b) The responsible public entity may request a proposal from private entities for a qualifying project or, if the responsible public entity receives an unsolicited proposal for a qualifying project and the responsible public entity intends to enter into a comprehensive agreement for the project described in the unsolicited proposal, the responsible public entity shall publish notice in the Florida Administrative Register and a newspaper of general circulation at least once a week for 2 weeks stating that the responsible public entity has received a proposal and will accept other proposals for the same project. The timeframe within which the responsible public entity may accept other proposals shall be determined by the responsible public entity on a project-by-project basis based upon the complexity of the qualifying project and the public benefit to be gained by allowing a longer or shorter period of time within which other proposals may be received; however, the timeframe for allowing other proposals must be at least 21 days, but no more than 120 days, after the initial date of publication. If approved by a majority vote of the responsible public entity's governing body, the responsible public entity may alter the timeframe for accepting proposals to more adequately suit the needs of the qualifying project. A copy of the notice must be mailed to each local government in the affected area.

(c) If the solicited qualifying project provided in paragraph (b) includes design work, the solicitation must include a design criteria package prepared by an architect, a landscape architect, or an engineer licensed in this state which is sufficient to allow private entities to prepare a bid or a response. The design criteria package must specify reasonably specific criteria for the qualifying project such as the legal description of the site, with survey information; interior space requirements; material quality standards; schematic layouts and conceptual design criteria for the qualifying project; cost or budget estimates; design and construction schedules; and site development and utility requirements. The licensed design professional who prepares the design criteria package shall be retained to serve the responsible public entity through completion of the design and construction of the project.

(d) Before approving a comprehensive agreement, the responsible public entity must determine that the proposed project:

1. Is in the public's best interest.
2. Is for a facility that is owned by the responsible public entity or for a facility for which ownership will be conveyed to the responsible public entity.

3. Has adequate safeguards in place to ensure that additional costs or service disruptions are not imposed on the public in the event of material default or cancellation of the comprehensive agreement by the responsible public entity.

4. Has adequate safeguards in place to ensure that the responsible public entity or private entity has the opportunity to add capacity to the proposed project or other facilities serving similar predominantly public purposes.

5. Will be owned by the responsible public entity upon completion, expiration, or termination of the comprehensive agreement and upon payment of the amounts financed.

(e) Before signing a comprehensive agreement, the responsible public entity must consider a reasonable finance plan that is consistent with subsection (9); the qualifying project cost; revenues by source; available financing; major assumptions; internal rate of return on private investments, if governmental funds are assumed in order to deliver a cost-feasible project; and a total cash-flow analysis beginning with the implementation of the project and extending for the term of the comprehensive agreement.

(f) In considering an unsolicited proposal, the responsible public entity may require from the private entity a technical study prepared by a nationally recognized expert with experience in preparing analysis for bond rating agencies. In evaluating the technical study, the responsible public entity may rely upon internal staff reports prepared by personnel familiar with the operation of similar facilities or the advice of external advisors or consultants who have relevant experience.

(4) PROJECT APPROVAL REQUIREMENTS.—An unsolicited proposal from a private entity for approval of a qualifying project must be accompanied by the following material and information, unless waived by the responsible public entity:

(a) A description of the qualifying project, including the conceptual design of the facilities or a conceptual plan for the provision of services, and a schedule for the initiation and completion of the qualifying project.

(b) A description of the method by which the private entity proposes to secure the necessary property interests that are required for the qualifying project.

(c) A description of the private entity's general plans for financing the qualifying project, including the sources of the private entity's funds and the identity of any dedicated revenue source or proposed debt or equity investment on behalf of the private entity.

(d) The name and address of a person who may be contacted for additional information concerning the proposal.

(e) The proposed user fees, lease payments, or other service payments over the term of a comprehensive agreement, and the methodology for and circumstances that would allow changes to the user fees, lease payments, and other service payments over time.

(f) Additional material or information that the responsible public entity reasonably requests.

Any pricing or financial terms included in an unsolicited proposal must be specific as to when the pricing or terms expire.

(5) PROJECT QUALIFICATION AND PROCESS.—

(a) The private entity, or the applicable party or parties of the private entity's team, must meet the minimum standards contained in the responsible public entity's guidelines for qualifying professional services and contracts for traditional procurement projects.

(b) The responsible public entity must:

1. Ensure that provision is made for the private entity's performance and payment of subcontractors, including, but not limited to, surety bonds, letters of credit, parent company guarantees, and lender and equity partner guarantees. For the components of the qualifying project which involve construction performance and payment, bonds are required and are subject to the recordation, notice, suit limitation, and other requirements of s. 255.05.

2. Ensure the most efficient pricing of the security package that provides for the performance and payment of subcontractors.

3. Ensure that the comprehensive agreement addresses termination upon a material default of the comprehensive agreement.

(c) After the public notification period has expired in the case of an unsolicited proposal, the responsible public entity shall rank the proposals received in order of preference. In ranking the proposals, the responsible public entity may consider factors that include, but are not limited to, professional qualifications, general business terms, innovative design techniques or cost-reduction terms, and finance plans. The responsible public entity may then begin negotiations for a comprehensive agreement with the highest-ranked firm. If the responsible public entity is not satisfied with the results of the negotiations, the responsible public entity may terminate negotiations with the proposer and negotiate with the second-ranked or subsequent-ranked firms, in the order consistent with this procedure. If only one proposal is received, the responsible public entity may negotiate in good faith, and if the responsible public entity is not satisfied with the results of the negotiations, the responsible public entity may terminate negotiations with the proposer. Notwithstanding this paragraph, the responsible public entity may reject all proposals at any point in the process until a contract with the proposer is executed.

(d) The responsible public entity shall perform an independent analysis of the proposed public-private partnership which demonstrates the cost-effectiveness and overall public benefit before the procurement process is initiated or before the contract is awarded.

(e) The responsible public entity may approve the development or operation of an educational facility, a transportation facility, a water or wastewater management facility or related infrastructure, a technology infrastructure or other public infrastructure, or a government facility needed by the responsible public entity as a qualifying project, or the design or equipping of a qualifying project that is developed or operated, if:

1. There is a public need for or benefit derived from a project of the type that the private entity proposes as the qualifying project.

2. The estimated cost of the qualifying project is reasonable in relation to similar facilities.

3. The private entity's plans will result in the timely acquisition, design, construction, improvement, renovation, expansion, equipping, maintenance, or operation of the qualifying project.

(f) The responsible public entity may charge a reasonable fee to cover the costs of processing, reviewing, and evaluating the request, including, but not limited to, reasonable attorney fees and fees for financial and technical advisors or consultants and for other necessary advisors or consultants.

(g) Upon approval of a qualifying project, the responsible public entity shall establish a date for the commencement of activities related to the qualifying project. The responsible public entity may extend the commencement date.

(h) Approval of a qualifying project by the responsible public entity is subject to entering into a comprehensive agreement with the private entity.

(6) INTERIM AGREEMENT.—Before or in connection with the negotiation of a comprehensive agreement, the responsible public entity may enter into an interim agreement with the private entity

proposing the development or operation of the qualifying project. An interim agreement does not obligate the responsible public entity to enter into a comprehensive agreement. The interim agreement is discretionary with the parties and is not required on a qualifying project for which the parties may proceed directly to a comprehensive agreement without the need for an interim agreement. An interim agreement must be limited to provisions that:

(a) Authorize the private entity to commence activities for which it may be compensated related to the proposed qualifying project, including, but not limited to, project planning and development, design, environmental analysis and mitigation, survey, other activities concerning any part of the proposed qualifying project, and ascertaining the availability of financing for the proposed facility or facilities.

(b) Establish the process and timing of the negotiation of the comprehensive agreement.

(c) Contain such other provisions related to an aspect of the development or operation of a qualifying project that the responsible public entity and the private entity deem appropriate.

(7) COMPREHENSIVE AGREEMENT.—

(a) Before developing or operating the qualifying project, the private entity must enter into a comprehensive agreement with the responsible public entity. The comprehensive agreement must provide for:

1. Delivery of performance and payment bonds, letters of credit, or other security acceptable to the responsible public entity in connection with the development or operation of the qualifying project in the form and amount satisfactory to the responsible public entity. For the components of the qualifying project which involve construction, the form and amount of the bonds must comply with s. 255.05.

2. Review of the design for the qualifying project by the responsible public entity and, if the design conforms to standards acceptable to the responsible public entity, the approval of the responsible public entity. This subparagraph does not require the private entity to complete the design of the qualifying project before the execution of the comprehensive agreement.

3. Inspection of the qualifying project by the responsible public entity to ensure that the private entity's activities are acceptable to the responsible public entity in accordance with the comprehensive agreement.

4. Maintenance of a policy of public liability insurance, a copy of which must be filed with the responsible public entity and accompanied by proofs of coverage, or self-insurance, each in the form and amount satisfactory to the responsible public entity and reasonably sufficient to ensure coverage of tort liability to the public and employees and to enable the continued operation of the qualifying project.

5. Monitoring by the responsible public entity of the maintenance practices to be performed by the private entity to ensure that the qualifying project is properly maintained.

6. Periodic filing by the private entity of the appropriate financial statements that pertain to the qualifying project.

7. Procedures that govern the rights and responsibilities of the responsible public entity and the private entity in the course of the construction and operation of the qualifying project and in the event of the termination of the comprehensive agreement or a material default by the private entity. The procedures must include conditions that govern the assumption of the duties and responsibilities of the private entity by an entity that funded, in whole or part, the qualifying project or by the responsible public entity, and must provide for the transfer or purchase of property or other interests of the private entity by the responsible public entity.

8. Fees, lease payments, or service payments. In negotiating user fees, the fees must be the same for persons using the facility under like conditions and must not materially discourage use of the qualifying project. The execution of the comprehensive agreement or a subsequent amendment is conclusive evidence that the fees, lease payments, or service payments provided for in the comprehensive agreement comply with this section. Fees or lease payments established in the comprehensive agreement as a source of revenue may be in addition to, or in lieu of, service payments.

9. Duties of the private entity, including the terms and conditions that the responsible public entity determines serve the public purpose of this section.

(b) The comprehensive agreement may include:

1. An agreement by the responsible public entity to make grants or loans to the private entity from amounts received from the federal, state, or local government or an agency or instrumentality thereof.

2. A provision under which each entity agrees to provide notice of default and cure rights for the benefit of the other entity, including, but not limited to, a provision regarding unavoidable delays.

3. A provision that terminates the authority and duties of the private entity under this section and dedicates the qualifying project to the responsible public entity or, if the qualifying project was initially dedicated by an affected local jurisdiction, to the affected local jurisdiction for public use.

(8) FEES.—A comprehensive agreement entered into pursuant to this section may authorize the private entity to impose fees to members of the public for the use of the facility. The following provisions apply to the comprehensive agreement:

(a) The responsible public entity may develop new facilities or increase capacity in existing facilities through a comprehensive agreement with a private entity.

(b) The comprehensive agreement must ensure that the facility is properly operated, maintained, or improved in accordance with standards set forth in the comprehensive agreement.

(c) The responsible public entity may lease existing fee-for-use facilities through a comprehensive agreement.

(d) Any revenues must be authorized by and applied in the manner set forth in the comprehensive agreement.

(e) A negotiated portion of revenues from fee-generating uses may be returned to the responsible public entity over the life of the comprehensive agreement.

(9) FINANCING.—

(a) A private entity may enter into a private-source financing agreement between financing sources and the private entity. A financing agreement and any liens on the property or facility must be paid in full at the applicable closing that transfers ownership or operation of the facility to the responsible public entity at the conclusion of the term of the comprehensive agreement.

(b) The responsible public entity may lend funds to private entities that construct projects containing facilities that are approved under this section.

(c) The responsible public entity may use innovative finance techniques associated with a public-private partnership under this section, including, but not limited to, federal loans as provided in Titles 23 and 49 C.F.R., commercial bank loans, and hedges against inflation from commercial banks or other private sources. In addition, the responsible public entity may provide its own capital or operating budget to support a qualifying project. The budget may be from any legally permissible funding sources of the responsible public entity, including the proceeds of debt issuances. A responsible public entity may use the model financing agreement provided in s. 489.145(6) for its financing of a facility owned by a responsible public entity. A financing agreement may not require the responsible public entity to indemnify the financing source, subject the responsible public entity's facility to liens in violation of s.

11.066(5), or secure financing of the responsible public entity by a mortgage on, or security interest in, the real or tangible personal property of the responsible public entity in a manner that could result in the loss of the fee ownership of the property by the responsible public entity, and any such provision is void.

(10) POWERS AND DUTIES OF THE PRIVATE ENTITY.—

(a) The private entity shall:

1. Develop or operate the qualifying project in a manner that is acceptable to the responsible public entity in accordance with the provisions of the comprehensive agreement.

2. Maintain, or provide by contract for the maintenance or improvement of, the qualifying project if required by the comprehensive agreement.

3. Cooperate with the responsible public entity in making best efforts to establish interconnection between the qualifying project and any other facility or infrastructure as requested by the responsible public entity in accordance with the provisions of the comprehensive agreement.

4. Comply with the comprehensive agreement and any lease or service contract.

(b) Each private facility that is constructed pursuant to this section must comply with the requirements of federal, state, and local laws; state, regional, and local comprehensive plans; the responsible public entity's rules, procedures, and standards for facilities; and such other conditions that the responsible public entity determines to be in the public's best interest and that are included in the comprehensive agreement.

(c) The responsible public entity may provide services to the private entity. An agreement for maintenance and other services entered into pursuant to this section must provide for full reimbursement for services rendered for qualifying projects.

(d) A private entity of a qualifying project may provide additional services for the qualifying project to the public or to other private entities if the provision of additional services does not impair the private entity's ability to meet its commitments to the responsible public entity pursuant to the comprehensive agreement.

(11) EXPIRATION OR TERMINATION OF AGREEMENTS.—Upon the expiration or termination of a comprehensive agreement, the responsible public entity may use revenues from the qualifying project to pay current operation and maintenance costs of the qualifying project. If the private entity materially defaults under the comprehensive agreement, the compensation that is otherwise due to the private entity is payable to satisfy all financial obligations to investors and lenders on the qualifying project in the same way that is provided in the comprehensive agreement or any other agreement involving the qualifying project, if the costs of operating and maintaining the qualifying project are paid in the normal course. Revenues in excess of the costs for operation and maintenance costs may be paid to the investors and lenders to satisfy payment obligations under their respective agreements. A responsible public entity may terminate with cause and without prejudice a comprehensive agreement and may exercise any other rights or remedies that may be available to it in accordance with the provisions of the comprehensive agreement. The full faith and credit of the responsible public entity may not be pledged to secure the financing of the private entity. The assumption of the development or operation of the qualifying project does not obligate the responsible public entity to pay any obligation of the private entity from sources other than revenues from the qualifying project unless stated otherwise in the comprehensive agreement.

(12) SOVEREIGN IMMUNITY.—This section does not waive the sovereign immunity of a responsible public entity, an affected local jurisdiction, or an officer or employee thereof with respect to participation in, or approval of, any part of a qualifying project or its operation, including, but not

limited to, interconnection of the qualifying project with any other infrastructure or project. A county or municipality in which a qualifying project is located possesses sovereign immunity with respect to the project, including, but not limited to, its design, construction, and operation.

(13) DEPARTMENT OF MANAGEMENT SERVICES.—

(a) A responsible public entity may provide a copy of its comprehensive agreement to the Department of Management Services. A responsible public entity must redact any confidential or exempt information from the copy of the comprehensive agreement before providing it to the Department of Management Services.

(b) The Department of Management Services may accept and maintain copies of comprehensive agreements received from responsible public entities for the purpose of sharing comprehensive agreements with other responsible public entities.

(c) This subsection does not require a responsible public entity to provide a copy of its comprehensive agreement to the Department of Management Services.

(14) CONSTRUCTION.—

(a) This section shall be liberally construed to effectuate the purposes of this section.

(b) This section shall be construed as cumulative and supplemental to any other authority or power vested in or exercised by the governing body of a county, municipality, special district, or municipal hospital or health care system including those contained in acts of the Legislature.

(c) This section does not affect any agreement or existing relationship with a supporting organization involving such governing body or system in effect as of January 1, 2013.

(d) This section provides an alternative method and does not limit a county, municipality, special district, or other political subdivision of the state in the procurement or operation of a qualifying project pursuant to other statutory or constitutional authority.

(e) Except as otherwise provided in this section, this section does not amend existing laws by granting additional powers to, or further restricting, a local governmental entity from regulating and entering into cooperative arrangements with the private sector for the planning, construction, or operation of a facility.

(f) This section does not waive any requirement of s. 287.055.

(15) PUBLIC RECORDS AND PUBLIC MEETINGS EXEMPTIONS.—

(a) As used in this subsection, the term “competitive solicitation” has the same meaning as provided in s. 119.071(1).

(b)1. An unsolicited proposal received by a responsible public entity is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the responsible public entity provides notice of an intended decision for a qualifying project.

2. If the responsible public entity rejects all proposals submitted pursuant to a competitive solicitation for a qualifying project and such entity concurrently provides notice of its intent to seek additional proposals for such project, the unsolicited proposal remains exempt until the responsible public entity provides notice of an intended decision concerning the reissued competitive solicitation for the qualifying project or until the responsible public entity withdraws the reissued competitive solicitation for such project.

3. An unsolicited proposal is exempt for no longer than 90 days after the initial notice by the responsible public entity rejecting all proposals.

(c) If the responsible public entity does not issue a competitive solicitation for a qualifying project, the unsolicited proposal ceases to be exempt 180 days after receipt of the unsolicited proposal by such entity.

(d)1. Any portion of a meeting of a responsible public entity during which an unsolicited proposal that is exempt is discussed is exempt from s. [286.011](#) and s. 24(b), Art. I of the State Constitution.

2.a. A complete recording must be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.

b. The recording of, and any records generated during, the exempt meeting are exempt from s. [119.07\(1\)](#) and s. 24(a), Art. I of the State Constitution until such time as the responsible public entity provides notice of an intended decision for a qualifying project or 180 days after receipt of the unsolicited proposal by the responsible public entity if such entity does not issue a competitive solicitation for the project.

c. If the responsible public entity rejects all proposals and concurrently provides notice of its intent to reissue a competitive solicitation, the recording and any records generated at the exempt meeting remain exempt from s. [119.07\(1\)](#) and s. 24(a), Art. I of the State Constitution until such time as the responsible public entity provides notice of an intended decision concerning the reissued competitive solicitation or until the responsible public entity withdraws the reissued competitive solicitation for such project.

d. A recording and any records generated during an exempt meeting are exempt for no longer than 90 days after the initial notice by the responsible public entity rejecting all proposals.


(e) This subsection is subject to the Open Government Sunset Review Act in accordance with s. [119.15](#) and shall stand repealed on October 2, 2021, unless reviewed and saved from repeal through reenactment by the Legislature.

History.—s. 2, ch. 2013-223; s. 1, ch. 2016-153; s. 1, ch. 2016-154.

Note.—Former s. 287.05712.



Memorandum

To: Guillermo Olmedillo, Town Manager
From: Duncan Tavares, Assistant Town Manager 
Date: 12/13/17
Re: Community Garden Non-Profit Annual Renewal

Please note the Surfside Community Garden non-profit "Surfside Urban Gardeners" has met the following requirements to renew their October 1 annual agreement:

- 1) Remitted payment in the amount of \$12 (\$1 per month).
- 2) Proof of their non-profit status.
- 3) Certificate of Liability Insurance.

Mr. Freddy Chiche remains the President and Ms. Dalia Blumstein remains as Vice President of the non-profit organization.

This Memorandum satisfies the requirement of notification as outlined in the Town's agreement with the non-profit.

TOWN OF SURFSIDE, FLORIDA
MONTHLY BUDGET TO ACTUAL SUMMARY
FISCAL YEAR 2017/2018

AS OF

October 31, 2017

8% OF YEAR EXPIRED (BENCHMARK)

Agenda Item #

Page

1 of 3

Agenda Date: December 13, 2017

GOVERNMENTAL FUNDS	ACTUAL	ANNUAL BUDGETED	% BUDGET
GENERAL FUND			
REVENUE	\$ 111,601	\$14,500,166	1%
EXPENDITURES	1,627,756	\$14,500,166	11%
Net Change in Fund Balance	(1,516,155)		
Fund Balance-September 30, 2017 (Unaudited)	8,635,086 A		
Fund Balance-October 31, 2017 (Reserves)	\$ 7,118,931		
TOURIST RESORT FUND			
REVENUE	\$ 3,700 B	\$1,016,388	0%
EXPENDITURES	35,285	\$1,016,388	3%
Net Change in Fund Balance	(31,585)		
Fund Balance-September 30, 2017 (Unaudited)	485,480		
Fund Balance-October 31, 2017 (Reserves)	\$ 453,895		
POLICE FORFEITURE FUND			
REVENUE	\$ -	\$78,192	0%
EXPENDITURES	3,604	\$78,192	5%
Net Change in Fund Balance	\$ (3,604)		
Fund Balance-September 30, 2017 (Unaudited)	164,714		
Fund Balance-October 31, 2017 (Reserves)	\$ 161,110		
TRANSPORTATION SURTAX FUND			
REVENUE	\$ -	\$434,250	0%
EXPENDITURES	16,521	\$434,250	4%
Net Change in Fund Balance	(16,521)		
Fund Balance-September 30, 2017 (Unaudited)	457,730		
Fund Balance-October 31, 2017 (Reserves)	\$ 441,209		
BUILDING FUND			
REVENUE	\$ 1,028,824	\$1,657,000	62%
EXPENDITURES	81,487	\$1,657,000	5%
Net Change in Fund Balance	947,337		
Fund Balance-September 30, 2017 (Unaudited)	1,805,195		
Fund Balance-October 31, 2017 (Reserves)	\$ 2,752,532		
CAPITAL PROJECTS FUND			
REVENUE	\$ -	\$1,452,911	0%
EXPENDITURES	0	\$1,452,911	0%
Net Change in Fund Balance	0		
Fund Balance-September 30, 2017 (Unaudited)	535,765		
Fund Balance-October 31, 2017 (Reserves)	\$ 535,765		

NOTES:

* Many revenues for October 2017 are received in subsequent months (timing difference) and are recorded on a cash basis in the month received. October 2017 revenue accounts include the reversal of revenues that are for prior fiscal year.

A. Includes \$2,000,000 available for hurricane/emergencies. The balance of \$6,635,086 is unassigned fund balance (reserves).

B. Resort Tax Revenues total collected through October 2017 is \$3,700 (\$3,700 is the Tourist Resort Fund and \$0 is the General Fund). Revenues collected in October 2017 are for Resort Tax Registration Renewals

ENTERPRISE FUNDS

ACTUAL

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

WATER & SEWER FUND

REVENUE	\$ 289,172	\$3,677,158	8%
EXPENDITURES	84,387	\$3,677,158	2%
Change in Net Position	204,785		
Unrestricted Net Position-September 30, 2017 (Unaudited)	(498,265)		
Restricted Net Position	1,765,319		
Unrestricted Net Position-October 31, 2017 (Reserves)	<u>\$ 1,471,839</u>		

C1

C2

MUNICIPAL PARKING FUND

REVENUE	\$ 91,839	\$1,202,101	8%
EXPENDITURES	92,572	\$1,202,101	8%
Change in Net Position	(733)		
Unrestricted Net Position-September 30, 2017 (Unaudited)	621,473		
Unrestricted Net Position-October 31, 2017 (Reserves)	<u>\$ 820,740</u>		

SOLID WASTE FUND

REVENUE	\$ 133,444	\$1,767,885	8%
EXPENDITURES	159,674	\$1,767,885	9%
Change in Net Position	(26,230)		
Unrestricted Net Position-September 30, 2017 (Unaudited)	416,159		
Unrestricted Net Position-October 31, 2017 (Reserves)	<u>\$ 389,929</u>		

6

STORMWATER FUND

REVENUE	\$ 42,101	\$691,106	6%
EXPENDITURES	25,291	\$691,106	4%
Change in Net Position	16,810		
Unrestricted Net Position-September 30, 2017 (Unaudited)	3,772,536		
Restricted Net Position	347,140		
Unrestricted Net Position-October 31, 2017 (Reserves)	<u>\$ 4,136,486</u>		

C3

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 \$1,471,839 is the result of a change in current net position as of October 2017 of \$204,785, net position as of September 30, 2017 (unaudited) of (\$498,265), and also 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.

Mayte D. Gamio
 Mayte D. Gamio, Acting Finance Director

Guillermo Olmedillo
 Guillermo Olmedillo, Town Manager

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

10/31/2017

FUND	9/30/2015	9/30/2016	9/30/2017	10/31/2017
General	\$ 5,905,726 \$	7,368,408 \$	8,635,086 \$	7,118,931
Tourist Resort	339,396	363,407	485,480	453,895
Police Forfeiture	113,431	141,755	164,714	161,110
Transportation Surtax	440,662	354,264	457,730	441,209
Building	-	-	1,805,195	2,752,532
Capital Projects	182,903	1,154,352	535,765	535,765
Water & Sewer	(2,705,871)	(2,827,890)	(498,265)	1,471,839
Municipal Parking	1,089,165	1,111,941	821,473	820,740
Solid Waste	340,391	245,941	416,159	389,929
Stormwater	4,051,768	3,392,370	3,772,536	4,136,486
Total	\$ 9,757,571 \$	11,304,548 \$	16,595,873 \$	18,282,436



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: Lillian Arango, Town Attorney

CC: Guillermo Olmedillo, Town Manager

DATE: December 1, 2017

SUBJECT: Office of the Town Attorney Report for December 13, 2017

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

November 1, 2017 - Town Commission Workshop (Post-Hurricane)

November 6, 2017 - DRG Meeting

November 6, 2017 - Tourist Board Meeting

November 14, 2017 - Town Commission Regular Meeting

November 15, 2017 - Special Master Hearing (Code Enforcement)

November 16, 2017 - DIC Meeting

Preparation and Review of agenda materials:

- Town Commission Meetings and Workshops
- Sustainability Sub-Committee, Design Review Board, and Planning & Zoning Board Meetings
- Tourist Board, and meetings with new Director

- Members of the firm drafted the resolutions and ordinances for these meetings in addition to drafting or assisting with the preparation of a number of the communications and reviewing, revising and, as appropriate, negotiating the legal requirements of the relative agreements and supporting documents.

Commission support:

Attorneys of the firm have worked with members of the Town Commission to address concerns and research specific issues and are always available, either in the office or by phone or email. We appreciate your support as we have worked to transition the office, fine-tune schedules, evaluate and adjust prior practices. Transitions are always challenging, but often a time to make improvements or adjustments which will improve quality and service.

Staff support:

Members of the firm have met with and provided extensive support to staff and boards with application review, contract and agreement review and negotiation, unsolicited proposal (P3) process and ordinance, procurement and purchasing, code enforcement, building permit and enforcement issues, subpoenas and public records requests, research, document review, legal review of various issues, and Town Code interpretation and application.

Key issues:

The workload has been diverse and has included specific issue support to every department. Key issues have included:

- Review, evaluation and revision of the Commission and Committee procedures
- Finalization of Tyler Technologies contract and materials
- Negotiation and document drafting for several interlocal issues
- Various development and quasi-judicial applications
- Beach Furniture Ordinance application and Administrative Policy
- Code of Ethics and Lobbying Code
- Water, Sewer and Stormwater Rates, process for adoption of rates and implementation of new rates

- Dune Crossover Ordinance
- Freeboard Ordinance
- Medical Marijuana Legislation
- Roof Height Ordinance
- Sign Code Amendment Ordinance
- Tourist Board Agreements
- Unsolicited Proposals
- Public Records and Subpoena Requests for Documents

Litigation:

New or supplemental information is provided for the following cases or claims:

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

1. 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 seeks 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. Hearing and oral argument on the merits is scheduled for December 6, 2017 at 3:30 pm.
2. Aceto and Muhammad v. Town of Surfside – Case No. 16-490-AP. Christopher Aceto and Adilah S. Muhammad, as property owners were cited and the Special Master found they had violated the Town’s Code of Ordinances by failing to register and pay fees and resort taxes on the short-term rental of their residential condominium. They appealed the order of the Special Magistrate. The item was reviewed by the Court on November 16, 2017, without oral argument, but no decision has been rendered.
3. JP Morgan Chase Bank, N.A v. Jacob Haris, et al – Case No. 2017-CA-007429. JP Morgan has filed for mortgage foreclosure of the property located at 9372 Bay Drive. The Town has filed Defendant, Town of Surfside’s Answer to Plaintiff’s Verified Amended Complaint, and Petition to Participate in Surplus, in connection with code enforcement liens on the Property.

The Town filed a proof of claim with the Bankruptcy Court in New York to preserve its claim/liens for unpaid code enforcement liens. On November 19, 2017, the New York bankruptcy case was dismissed.

4. Gilberto M. Garcia v. Town of Surfside. Case No. 1:17-cv-23692, United States District Court, Southern District of Florida. Gilberto M. Garcia filed a Complaint for Declaratory Relief pursuant to 42 U.S.C. 1983 alleging that Ordinance 17-1662 of the Town of Surfside is facially unconstitutional and in violation of the First Amendment of the U.S. Constitution. The case has been dismissed, as evidenced by Plaintiff, Garcia's, filing of a Notice of Voluntary Dismissal without Prejudice in the US District Court.

Special Matters: Continued monitoring of new case law and legislation from Federal, State and County. Matters which we will continue to work on, some of which you may anticipate in the upcoming months, include issues related to receipt and evaluation of unsolicited proposals, sign code revisions, additional freeboard regulations and ordinances, interlocal agreements for shuttle services, recycling ordinance, short term rental provisions, ethics code and lobbying registration and restrictions, Anti-Nepotism Policy, election-related issues, and various procurements.



**TOWN OF SURFSIDE
PENSION BOARD MEETING**

Thursday, August 3, 2017 – 1:00 p.m.

9293 Harding Avenue - Town Hall – Commission Chambers

MINUTES

Pension Board Members

*Guillermo Olmedillo
Sgt. Julio E. Torres
N. Abraham Issa
Yamileth “Yami” Slate-McCloud
Staci K. Shanahan

Town of Surfside Consultants

Burgess Chambers, Burgess Chambers & Associates
Grant McMurry, Highland Capital Management
Larry Wilson, Gabriel, Roeder, Smith & Company
Robert Klausner, Esq, Klausner & Kaufman
Donald Nelson, Finance Director
Mayte Gamiotea, Third Party Administrator
Frantza Duval, Recording Clerk

1. Call to Order and Roll Call

The meeting was called to order by Chair, Abraham Issa at 1:12pm.

All of the above noted Pension Board members were present with the exception of Staci Shanahan who was absent.

*Guillermo Olmedillo entered the meeting at 1:19pm.

Also in attendance were Frank Wan on behalf of Burgess Chambers, Grant McMurry & Todd Wishnia from Highland Capital Management, Adam Levinson of Klausner & Kaufman, Michael Futterman from Marcum, LLP, Larry Wilson from Gabriel Roeder & Smith, Donald Nelson, Finance Director for the Town of Surfside, Mayte Gamiotea, Third Party Administrator, Frantza Duval, Recording Clerk, Lt. John Bambis, Sgt. Jose “Jay” Matelis, Lisa Allen, SunTrust Vice-President of Institutional Advisory Services and Blake Myton of SunTrust.

2. Approval of Minutes

a. Regular Pension Board Meeting – *May 2, 2017*

MOTION:

The Town of Surfside Pension Board recommended approval of the May 2, 2017 minutes for the regular board meeting as amended. Yamileth Slate-McCloud moved; Julio Torres seconded.

3. Agenda Additions and Deletions

Adam Levinson added the legislative update.

Abraham Issa added an informational piece entitled How Old Is Your Pension Plan?

4. Public Participation

5. Reports and Updates

1. Marcum, LLP (CAFR)

Michael Futterman, Marcum audit partner presented the financial statements to the board.

The plan's fiduciary net position restricted for pension benefits held in trust increased by \$2,257,962 from \$16,493,489 for the fiscal year ended September 30, 2015 to \$18,751,451 for the fiscal year ended September 30, 2016 (an increase of 13.69% over the prior year) as a result of the current year's activities.

The Plan's investment had net investment income for the fiscal year ended September 30, 2016, of \$1,850,415 compared with the net investment loss of (\$139,329) for the fiscal year ended September 30, 2015, an increase of \$1,982,744 due to positive market conditions in 2016 over 2015. Benefit payments for the fiscal year ended September 30, 2016, were \$584,718, an increase of \$7,218 or 1.2% from the fiscal year ended September 30, 2015.

The total fund investment performance for the investments under management for the fiscal years ended 2016 and 2015 was 11.30% and (.30%), respectively, due to improved market performance for fiscal year 2016 over fiscal year 2015. The actuarial assumption investment rate of return was 7.25% for fiscal year 2016 versus 7.50% for fiscal year 2015.

Yamileth Slate-McCloud pointed out an error on page 7, which is to be corrected in the final version of the report.

Yamileth Slate-McCloud also pointed an error on page 13, which should be reflected to read two town commission appointees, which is to be corrected in the final version of the report. Also on page 13, Yamileth Slate-McCloud made the correction about when full-time employees become members of the plan. Yamileth Slate-McCloud would like the language to be consistent with what Larry Wilson, Actuary, uses.

The Town's Net Pension Liability Fiscal Year Ending September 30, 2016:

Total Pension Liability	\$ 21,167,662
Plan fiduciary net position	(\$18,751,451)
Net Pension Liability	\$ 2,416,211
Plan fiduciary net position as a percentage of the Total Pension Liability	88.59%

Yamileth Slate-McCloud also advised that on page 27, as per previous request, foot-note be included to show the percentage of funding as a non-smoothing number.

Michael Futterman advised that the percentage shown reflects the new method. Yamileth Slate-McCloud reiterated that she wants something saying that the methodology has changed.

Futterman advised that he could add an asterisk to note the change in methodology, but Donald Nelson advised that it's not needed.

MOTION:

The Town of Surfside Pension Board recommended approval of the September 30, 2016 Comprehensive Annual Financial Report (CAFR). Yamileth Slate-McCloud moved; Guillermo Olmedillo seconded. The motion passed unanimously.

2. Gabriel, Roeder, Smith & Company (Actuarial Valuation/Summary Plan Description/GASB 67 and 68)

Actuarial Valuation:

Larry Wilson started by highlighting some of the changes in the valuation. Larry advised that cost have increased this year as percent of pay. The mortality assumption change has also caused an increase.

The Actuarial Valuation develops the required minimum Pension Plan payment under the Florida Protection of Public Employee Retirement Benefits Act and Police Officers Retirement Chapter 185. The minimum payment consists of payment of annual normal costs and amortization of the components of the unfunded actuarial accrued liability over various periods as prescribed by law. The minimum payment for the Plan year ending September 30, 2018 is \$1,388,686 (23.5%). The figure in parentheses is the Plan cost expressed as a percentage of covered annual payroll (\$5,897,832) as of October 1, 2016. This total cost is to be met by Member and Town contributions. The anticipated Member contributions will be \$471,412 (8.0%). The resulting minimum required Town contribution to be paid in fiscal year ending September 30, 2018 is \$917,274 (15.6%). The Actuarial Valuation assumes Town contributions will be made on the first day of the Plan Year.

MOTION:

The Town of Surfside Pension Board recommended approval of the October 1, 2016 Actuarial Valuation. Yamileth Slate-McCloud moved; Julio Torres seconded. The motion passed unanimously.

Adam Levinson reminded the Board that this information needs to be posted on the website and sent to the state.

Larry advised that the valuation needs to be sent electronically.

Larry Wilson discussed the actuarial impact statement, which reflect the proposed ordinance with regards to the minimum benefits. The proposed changes includes minimum benefits required under Florida Statue for Police Officers. The Chapter 185 Fund held reserves for unused excess State funds of \$325,654 as of September 30, 2016. The Actuarial Impact Statement includes release of the reserve to the Retirement Plan for Employees of the Town of Surfside. In addition, the increase in the annual cost \$22,890 is to be paid by current and future State funds.

Adam Levinson advised that once the ordinance passes the \$325,654 need to be transferred immediately to Retirement Plan for Employees of the Town of Surfside.

Larry Wilson advised that there's some language to the ordinance that needs to be revised. He stated that if a member prior to receiving their benefits dies the change in the ordinance allows the beneficiary to request early retirement benefits.

Sgt. Julio Torres inquired about buyback time, but Donald Nelson advised that only working certified police officers are able to buy back time and not correctional officers unless you were dual certified. Sgt. Julio Torres would like the language clear on this item. Adam Levinson suggested creating a buy back form if it's already not available. Larry Wilson will hold off making changes to the Summary Plan Description until Adam Levinson provides the new language regarding buy back.

Abraham Issa read the Summary Plan Description and interpreted Item 3 – “If you fail to properly file all necessary information and applications as required by the Pension Board – you may be denied benefits” and Item 6 – “Failure to provide information that the Pension Board deems necessary or desirable to administer the Plan may result in reduction or cessation of any benefits otherwise payable. Portions of your Plan benefits may be subject to Federal income tax when paid to you or your beneficiary. The Pension Board will withhold payment for taxes from your benefits or you may pay the taxes yourself along with your personal income tax” as essentially saying the same thing. Larry Wilson will review and make necessary changes if needed.

Yamileth Slate-McCloud inquired about eligibility requirements on page 3 of the SPD, where it mentions individuals who may not become members of the plan “employees under contract for a definite period or a particular special service” and wasn't sure who it referred to. Adam Levinson advised that this sentence refers to consultants. Adam Levinson advised that it may not necessarily apply today, and advised that changes to the ordinances need to be made to clean up some of these languages.

Sgt. Jay Matelis inquired at what rate would he be able to buy back his time. Adam Levinson advised that Jay would be able to buy back time at the applicable rate it was at the time.

Yamileth Slate-McCloud advised Sgt. Jay Matelis that the board approved a one-time free study for the buyback benefits and that it's currently on its way to be presented to the Town Commission.

Sgt. Jay Matelis inquired if he pays the penalties for an early retirement can he collect his retirement right away. Adam Levinson advised that he is able to do so if the penalties are already paid for.

Abraham Issa suggested having a special meeting with the police to discuss benefits. Yamileth Slate-McCloud advised that in the past she held meetings with the police department to discuss the benefits, but the biggest challenge is police scheduling and getting all of the officers together. Abraham Issa advised that there should be a quicker way, other than a scheduled board meeting to answer these questions. Yamileth Slate-McCloud advised that as the Human Resources Director, she is always available to answer questions any employee may have and that if she does not know she'll make it a point to research the answer. Yamileth Slate-McCloud brought up the idea of the newsletters again as the best method to get the information out to the employees.

3. Burgess Chambers & Associates

Frank Wan provided an overview of the quarter ending June 30, 2017. During the quarter, the Retirement Plan earned \$417K or +2.1% (+2.0% net), similar to the strategic model (+2.2%). The top three performing assets were: EuroPacific (+7.7), SPDR Barclays Convertibles (+4.0%) and SPDR S & P 500 (+3.1%). For the 12-month period, the Plan earned \$2.0 million or +10.7% (10.3% net), in line with the strategic model (+10.8%). For the rolling three and five-year periods, the Plan earned +5.3% and +8.5% and ranked in the top 36th and 57th percentiles, respectively.

Frank Wan will bring back to the next meeting information not covered today on fixed income alternatives.

Frank Wan talked about the rate for SPDR S & P 500, which is at 6.5 basis points and possibly switching to Fidelity, which is the same type in a mutual fund format at 3.5 basis points. This will save the Plan an estimated \$2,200.00.

MOTION:

The Town of Surfside Pension Board recommended approval of moving from iShares SPDR S & P 500 to Fidelity S & P 500 (FUSIX). Yamileth Slate-McCloud moved; Julio Torres seconded. The motion passed unanimously.

4. Highland Capital Management

Todd Wishnia provided an overview of the Investment Review for the Quarter ending June 30, 2007

5. Klausner & Kaufman

Adam Levinson provided information regarding the 2017 legislative updates.

Adam Levinson reminded board members are the Form 1 disclosures.

Yamileth Slate-McCloud inquired about the status of the forms and the status of the translation. Yamileth Slate-McCloud advised that she did follow-up with Miami-Dade County and that the translation of their documents into other languages is not a Miami-Dade County requirement, but is something that they provide. Yamileth Slate-McCloud advised that a County representative provided contact information for the vendor that they use to translate documents.

Adam Levinson advised that if the board is ready to approve the forms they can definitely choose to do so.

Yamileth Slate-McCloud mentioned the scenario of an undocumented beneficiary and advised that clear instruction stating the requirements for that individual should be listed on the forms.

Lisa Allen from SunTrust stated that a social security number is needed in order to release the funds. In the case that they don't have a social security that individual would have needed to complete a form W-8. Lisa Allen will check with her benefits department on which information is needed, if a form W-8 can't be completed. Yamileth Slate-McCloud wants the form to be amended to include the language regarding an undocumented/residency outside the USA. Adam Levinson suggested creating a separate form for those individuals. Abraham Issa and Yamileth Slate-McCloud both agreed that only one form is needed for this conversation. Abraham suggested having SunTrust review the form to determine what language is needed regarding undocumented beneficiaries or residing outside the U.S.A. once completed it should be reviewed by the attorney. This will be brought back to the next meeting.

Yamileth Slate-McCloud requested that the forms be translated into Creole and Spanish.

MOTION:

The Town of Surfside Pension Board recommended approval of translating the final versions approved by the custodian, actuarial, and the attorney of the "Designation of Beneficiary" and "Acknowledgement Form for Selection of Payment Option" documents for applicable employees in Spanish and Creole. Yamileth Slate-McCloud moved; Julio Torres seconded. The motion passed 3-1, with Abraham Issa voting against.

- 6. Custodial Presentation** – SunTrust Bank -Lisa Allen, VP of Institutional Advisory Services & Blake Myton, Investment Professional
Lisa Allen provided an overview of the SunTrust Custody services.

Julio Torres exited the meeting at 4:37pm.

- 7. Administrator**
Mayte Gamiotea presented the refund contributions for Edwin Moura, Jane Graham, and Peter Filiberto.

MOTION:

The Town of Surfside Pension Board recommended approval of the refund contributions. Yamileth Slate-McCloud moved; Guillermo Olmedillo seconded. The motion passed unanimously.

Mayte Gamiotea advised that beneficiary Sherrie Davis called to inform that she will be providing the required documents to collect the pension payments. Mayte Gamiotea inquired if Mrs. Davis gets retro-payments from the date of Mr. Davis' death or does it commence when she submits her information. Both Adam Levinson and Larry Wilson didn't have any objections to the retroactive benefit payments.

Mayte Gamiotea advised that Officer Antonio Mesa who is in the DROP program will work until September 30, 2017. Yamileth Slate-McCloud advised that in the past a portion of the DROP payment has been approved and other amount once the quarter is done.

MOTION:

The Town of Surfside Pension Board recommended approval of paying Officer Antonio Mesa 80% of the known DROP number and the other 20% after October 1, 2017. Guillermo Olmedillo moved; Yamileth Slate-McCloud seconded. The motion passed unanimously.

Yamileth Slate-McCloud advised that Larry provided "what-if" computations for Officer Ian Leonard and that he will make his retirement selection upon commission approval of the ordinance.

8. Approval of Invoices

MOTION:

The Town of Surfside Pension Board recommended approval of the presented invoices. Yamileth Slate-McCloud moved; Guillermo Olmedillo seconded. The motion passed unanimously.

9. New/Old Business

Yamileth Slate-McCloud advised that the Public Pension Coordinating Council offers recognition to a Public Pension. She advised that the requirements for funding are that the plan be funded 100%, the contribution request is equal, or greater than 100% of the required contribution, or the plan has been approved by the governing body to achieve one or both of these criteria within five years. Recognition Award for the Administration include a Comprehensive Benefit Program, Actuarial, Audit, Investments, and Communication. Yamileth Slate-McCloud advised that the cost of the application is \$100 and feels that the plan meets the requirements. The application deadline is mid-November.

MOTION:

The Town of Surfside Pension Board recommended approval of having Yamileth Slate-McCloud apply for both recognitions: Pension Plan Administration and Plan Funding.

Guillermo Olmedillo moved; Yamileth Slate-McCloud seconded. The motion passed unanimously.

10. Trustees' Comments/Concerns

11. Next Regular Scheduled Meeting Date

Mayte Gamiotea suggested moving the November meeting to November 9, 2017 at 2:00pm due to the holidays.

Mayte Gamiotea inquired as to what consultant to bring in next. Yamileth Slate-McCloud advised that the purpose of having SunTrust to come in was to do an evaluation as per the last approved motion. Abraham Issa advised that a form with criteria needs to be created. Yamileth Slate-McCloud advised that a form currently exist and it just needs to be critiqued. Abraham Issa agrees that the evaluation needs to be done and comparables are needed.

The board agreed to meet an hour earlier for a special meeting to meet with the next consultant in November.

12. Adjournment

There being no further business to come before the board, the meeting unanimously adjourned at 5:13pm with the motion made by Yamileth Slate-McCloud; receiving a second from Abraham Issa.

Accepted this 9th day of November, 2017

N. Abraham Issa
Member (Print)

[Handwritten Signature]
Signature

Attest:
[Handwritten Signature]
Frantza Duval
Recording Clerk



Town of Surfside

TOURIST BOARD MEETING MINUTES

October 2, 2017 – 5:30 p.m.

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

1. Opening Items:

a. Call to Order/Roll Call

The meeting was called to order by Chair Cohen at 5:40 p.m.

The following were present: Chair Cohen
Secretary Meisheid
Vice Chair Weiss

Absent: Board Member Charles Ness

Also present: Vice Mayor Barry Cohen, Commission Liaison
Guillermo Olmedillo, Town Manager
Duncan Tavares, Assistant Town Manager
Lindsay Fast, Tourism Director
Mitch Bierman, Town Attorney
Melissa Richards, Marketing & Special Events Coordinator
Elora Riera, Deputy Clerk

- b) Post Hurricane Welcome – Chair Barbara Cohen
Chair Cohen welcomed everyone back. She commended the Town of Surfside staff for their hard work before, during and after Hurricane Irma. She wished a Happy New Year to the Jewish community. Chair Cohen informed the Board that Board member Chase Berger resigned from the Board and wished him well in his future endeavors.
- c) Welcome New Board Member Charles Ness – Chair Barbara Cohen
Chair Cohen welcomed Charles Ness to the Board. He was unable to attend tonight's meeting.
- d) Introduction of new Tourism Director Lindsay Fast - Duncan Tavares, Assistant Town Manager
Chair Cohen introduced Lindsay Fast as the new Tourism Director and looks forward to working with her.
- e) July 10 Meeting Video
Assistant Town Manager Tavares advised the Board that due to technical difficulties at the last meeting, there is no video of the meeting. Minutes were provided of the meeting but there is no video of the meeting on the Town's website.

f) Approval of Minutes: July 10, 2017
(No minutes from August 4, 2017 or September 25, 2017 due to cancelled meetings)
Vice Chair Weiss made a motion to approve the minutes. Secretary Meischeid seconded the motion and all voted in favor.

g) A/R (Resort Tax)
The A/R resort tax spreadsheets were provided to the Board for their information.

2. Discussion Items

a) Post Irma Hotel Status Update
Tourism Director Fast explained that the hotels are in the process of getting back to normal. Some hotels had minor damages.

b) Post Irma Acknowledgment of Hotel Staff
Tourism Director Fast commented that the staff felt that it would be nice to thank the hotel staff for their hard work during Hurricane Irma and assisting the Town and its residents.

Vice Chair Weiss made a motion to send a thank you acknowledgement such as muffins or cookies to the staff members of hotels in Town. Secretary Meischeid seconded the motion and all voted in favor.

c) Marketing Media Plan FY 16/17 Year in Review – Jacober Creative
Luisa Jimenez of Jacober Creative presented a presentation of their year in review and answered any questions from the Board.

d) First Friday Update – Sara Liss
Vice Chair Weiss made a motion to defer this item until Sara Liss arrived. Secretary Meischeid seconded the motion and all voted in favor.

This item was discussed after Item 2f.

Sara Liss presented photos and an overview of the First Fridays Mediterranean themed event that took place on September 1st and answered any questions the Board had.

e) Sister Cities Update
Assistant Town Manager Tavares commented that this is an ongoing item. He hopes that there will be more movement now that there is a Tourism Director.

f) Next Tourist Board Meeting: Monday October 16, 2017 at 5:30pm:
FY 17/18 Marketing Plan
Tourism Director Fast stated that the next meeting Jacober Creative will provide a presentation on moving forward with regard to Tourism.

There was discussion about the difficulty for Board members to attend meetings that are not at the regularly scheduled time and the challenge to obtain a quorum while trying to move the Tourist Board objectives forward. Assistant Town Manager Tavares explained that the challenge the Board faces is that the Town is already in the new fiscal year but with no direction for Tourism Director Fast to implement. The plan is to move forward with Jacober Creative Services for the next fiscal year and there are items in play that the Board must continue with.

Assistant Town Manager Tavares explained that starting in November would mean losing time. The Town is looking to extend the retention of their services and some of the minimal financial commitments with them for the month of October.

Secretary Meischeid asked why the Board did not meet in September and Assistant Town Manager Tavares replied that there were multiple issues that arose, including a hurricane and not being able to attain a quorum.

Assistant Town Manager Tavares stated that staff planned to hold a special meeting that could be devoted to this budgetary item to get the fiscal year up and running.

- g) Public Comment
Public Speakers: George Kousoulas spoke regarding hotels.
- h) Adjournment
Vice Chair Weiss made a motion to adjourn the meeting. Secretary Meischeid seconded the motion and all voted in favor.


The meeting adjourned at 6:42 p.m.

Respectfully submitted:

Accepted this 6th day of November, 2017


Barbara Cohen, Chair

Attest:


Elora Riera, CMC
Deputy Clerk



Town of Surfside

TOURIST BOARD MEETING MINUTES

November 6, 2017 – 5:30 p.m.

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

Opening Items:

A. Call to Order

The meeting was called to order by Chair Barbara Cohen at 5:33 p.m.

B. Roll Call

The following were present: Chair Barbara Cohen
Secretary Meischeid
Jeff Lehman

Absent: Vice Chair Jessica Weiss
Charles Ness

Also present: Vice Mayor Barry Cohen, Commission Liaison
Duncan Tavares, Assistant Town Manager
Lindsay Fast, Tourism Director
Mitch Bierman, Town Attorney
Melissa Richards, Marketing & Special Events Coordinator
Elora Riera, Deputy Town Clerk

1. Welcome – Chair Barbara Cohen

Board member Ness arrived at 5:34 p.m.

Chair Barbara Cohen welcomed everyone to the Tourist Board meeting. She asked for a moment of silence for the two recent massacres that occurred.

2. Welcome New Board Members Charles Ness and Jeff Lehman – Chair Barbara Cohen

Chair Barbara Cohen welcomed the new members to the Board and looks forward to working with them.

3. Approval of Minutes – October 2, 2017

Secretary Meischeid made a motion to approve the minutes as written. The motion was seconded by Board member Lehman which carried 4-0 on voice vote.

4. A/R (Resort Tax)

The A/R resort tax spreadsheets were provided to the Board for their information.

Discussion Items

5. **Post Irma Acknowledgement of Hotel Staff Update**
Tourism Director Fast advised the Board that the acknowledgement is currently being completed.

6. **Marketing Plan FY 17/18**

Luisa Jimenez of Jacober Creative and Tourism Director Fast presented a proposal for the marketing plan for fiscal year 2017-2018.

Ms. Jimenez and staff answered questions the Board members had pertaining to the plan and budget.

After some discussion, Board member Lehman moved to approve the budget as proposed with the inclusion of the retainer and funds from the reserves. Secretary Meischeid seconded the motion which passed 4-0 on roll call vote.

Discussion ensued regarding potential ways to work with the local business owners.

7. **Next Tourist Board Meeting: Monday, December 4, 2017 at 5:30 p.m.**
Chair Barbara Cohen advised the Board of the next Tourist Board meeting.

8. **Public Comment**

Michael Karukin spoke as a resident regarding print media options; George Kousoulas spoke regarding the budget; David Wilson spoke regarding an event strategy for the businesses in Downtown for future Third Thursdays events.


9. **Adjournment**

Board member Lehman made a motion to adjourn the meeting. Secretary Meischeid seconded the motion which carried 4-0 on voice vote.

The meeting adjourned at 7:41 p.m.

Respectfully submitted:

Accepted this 4 day of December, 2017


Barbara Cohen, Chair

Attest:


Elora Riera, CMC
Deputy Clerk



Town of Surfside Commission Communication

Agenda Item # 3E

Agenda Date: December 13, 2017

Subject: Deco Bike, LLC Concession Agreement Renewal

Background: Since 2011 Deco Bike, LLC (Deco Bike) has operated four bike sharing stations in Surfside. The existing locations are at Veterans Park, the Town Hall municipal parking lot at 93rd Street, the 94th Street Parking Lot and the 96th Street beach end. The ability to add additional stations, for example at the 96th Street Park as part of its upcoming renovation project, are at the discretion of the Town and are installed at no cost to the Town.

Analysis: The attached Concession Agreement Renewal (Exhibit A) allows the Town to remain with Deco Bike for an additional five (5) year term with the option to renew for an additional three (3) year term thereafter.


This agreement is similar to the one in existence between Deco Bike and the City of Miami, City of Miami Beach and Town of Bay Harbor Islands. These agreements, along with Surfside's, provides a convenient alternative, environmentally friendly transportation service and network for residents and visitors

It is important to note that there is no outlay of cost to the Town for the rental stations or the maintenance and operation of the program. These expenses are incurred by Deco Bike. The Town receives revenue from the gross bike rental sales (twelve percent).

Budget Impact: The Town receives approximately \$15,000 per year in revenue.

Staff Impact: None.

Recommendation: The Administration recommends approval and seeks Town Commission authorization to enter into a renewal agreement with Deco Bike, LLC.


Guillermo Olmedillo, Town Manager

RESOLUTION NO. 2017 - _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE FIRST AMENDMENT TO CONCESSION AGREEMENT WITH DECO BIKE, LLC; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Surfside (the “Town”) adopted Resolution No. 11-2058, which approved pursuant to Request for Proposal (RFP) No. 44-07/08 the delivery and operation by Deco Bike, LLC (“Deco Bike”) of a self-service bicycle rental fleet for public use to be stationed in the public right-of-way; and

WHEREAS, on November 8, 2011, the Town entered into a Concession Agreement (“Agreement”) with Deco Bike for the concession services; and

WHEREAS, the Town and Deco Bike desire to amend the Agreement as set forth in the First Amendment to the Concession Agreement attached hereto as Exhibit “A” (“Amendment”), in order to extend the term of the Agreement for a five year renewal term, acknowledge that Deco Bike has issued naming rights to CitiBank changing the program’s name from “Deco Bike” to “Citi Bike”, and other amendments as necessary to update and reflect the current status of the Agreement and the responsibilities of the Town and Deco Bike; and

WHEREAS, the Town Commission finds that the Amendment is in the best interest and welfare of the Town.

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 hereby incorporated by reference.

Section 2. Approval and Authorization. The Amendment between the Town and Deco Bike, attached hereto as Exhibit “A”, is hereby approved. The Town Commission authorizes the Town Manager to execute the Amendment on behalf of the Town.

Section 3. Implementation. The Town Manager is authorized to take any and all action necessary to implement the purposes of this Resolution and the Amendment.

Section 4. Effective Date. This Resolution will become effective upon adoption.

PASSED AND ADOPTED this 13th day of December, 2017.

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:**

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

FIRST AMENDMENT TO THE CONCESSION AGREEMENT BETWEEN THE TOWN OF SURFSIDE, FLORIDA AND DECO BIKE, LLC FOR THE IMPLEMENTATION, MANAGEMENT, AND OPERATION OF A SELF-SERVICE BICYCLE SHARING PROGRAM PURSUANT TO REQUEST FOR PROPOSAL (RFP) NO. 44-07/08

This First Amendment to the Concession Agreement (“Amendment”) is made and entered into this ___ day of December, 2017, by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation, having its principal office at 9293 Harding Avenue, Surfside, FL 33154 (“Town”), and **DECO BIKE, LLC**, a Florida limited liability company, having its principal address at 41 NE 17 Terrace, Miami, FL 33132 (“Concessionaire”).

RECITALS

WHEREAS, on November 8, 2011, Concessionaire entered into a Concession Agreement (the “Agreement”) with the Town in response to Request For Proposals (RFP) No. 44-07/08 for the delivery and operation of a self-service bicycle rental fleet for public use to be stationed in the public right-of-way; and

WHEREAS, the Agreement required Concessionaire to implement a program which would enable the public to self-rent bicycles from any or a number of locations and return them to another location, on a 24 hour, 365 day a year basis; and

WHEREAS, it was clear that, without intervention by the Town, either through contract term modification or an additional revenue source, this program would not achieve a return of capital or modest profit to the Concessionaire, or recover the Town’s foregone parking revenue’s over the long term; and

WHEREAS, the Town and Concessionaire desire to amend the Agreement based upon the terms and conditions set forth herein, including the extension of the Agreement for a five (5) year renewal term,

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, and other good and valuable consideration, in receipt and adequacy of which are hereby acknowledged, the Town and Concessionaire hereby agree and amend the Agreement as follows:

1. **Recitals Adopted.** The aforesaid recitals are true and correct and incorporated by reference herein.
2. **Terms Defined.** Unless otherwise expressly stated herein, all capitalized terms shall have the respective meaning ascribed in the Agreement.
3. **Section 1. Term.** Section 1 is hereby amended to extend the term of the Agreement for one (1) additional five (5) year renewal term and define the “contract year” term as follows:

1.1 Following (i) the Town Commission’s approval of Resolution No. _____ on _____, 2017; and (ii) the Town and Concessionaire’s execution of this Amendment to the Agreement, the term of the Agreement shall be extended for one (1) additional five (5) year renewal term; with such term commencing retroactively as of April 01, 2017, and ending on March 31, 2022.

1.1.1 The aforesaid amended contract term shall hereinafter be referred to as the “Renewal Term.”

1.1.2 For purposes of this Agreement, a “Contract Year” shall be defined as that certain 365-day period commencing on the commencement date of the Renewal Term.

Section 1 is further amended to provide for the option of a Second Renewal Term of three (3) years as follows:

1.2 At the Town’s sole discretion, and provided further that the Concessionaire is not in default, commencing upon written notice from Concessionaire to the Town, which shall be given in the fifth (5th) contract year of the Renewal Term (and then no later than ninety (90) days prior to the expiration of said Renewal Term), the Town may extend the term of this Agreement, for one (1) additional ~~five (5)~~ three (3) year renewal term.

As a condition to such renewal, The Town may require the Concessionaire to purchase new Equipment (as defined herein), if the Town Manager deems necessary. Concessionaire shall deliver to Town, no later than ninety (90) days prior to the expiration of the ~~initial~~ Renewal Term: (i) a schedule of any Equipment which was replaced during the ~~initial~~ Renewal Term; and (ii) an itemized list of proposed replacement equipment. The schedule and list shall be delivered to, reviewed, and approved by the Town Manager prior to, and as a condition of the Town’s consideration and approval of the additional renewal term.

4. **Section 2. Concession Areas and Concession Service Zone.** Exhibit 2.2(b) is amended to change the location of Station #2 from 94th Street and Collins Avenue to 94th Street Parking Lot and to reflect the Stations at Veterans Park and 96th Street beach end.
5. **Section 3. Uses.** Section 3 is amended to add a sentence to the end of the second paragraph within Subsection 3.1.3 to require 32 point inspections for all bikes being used by Concessionaire pursuant to the Agreement as follows:

3.1.3 It is the Town’s intent, and Concessionaire hereby agrees and acknowledges, to develop and promote a world class bicycle rental and sharing program that is comparable to those found at other world class communities similar to the Town of Surfside. The condition and quality of Concessionaire’s Equipment shall at all

times adhere to the highest responsible ongoing maintenance standards, in a manner that is consistent with the aforesaid standards.

Concessionaire shall maintain its bicycles in good working order and repair and useable condition. At a minimum, this shall require the following: chain in good working order and free of rust; all moving components lubed; bicycle frame and fork structurally sound and in clean condition; lights and reflectors functioning as designed; pedals in functional order; brakes functioning properly; handlebars properly attached and functional; tires inflated and free of excessive wear; wheels spokes functional and free of excessive wear; seat in proper working order; all bolts and nuts properly secured; and all RFP-required accessories present and functioning as designed. Concessionaire shall perform routine 32 Point Inspections on its bicycles to ensure all bicycles are in good working order and repair and useable condition.

[REMAINDER OF SECTION STAYS UNCHANGED]

Section 3 is further amended in Subsection 3.4.2 to increase the Operational Ceiling from 50 to 100 bikes as follows:

The Operational Ceiling shall be ~~50 bicycles initially for all Phases combined upon the implementation~~ 100 bicycles Town-wide. Additional bicycles subject to Town Manager approval.

Exhibit 3.1 “Program Equipment: Bicycle Image & Specs” is hereby deleted in its entirety and replaced with the Amended Exhibit 3.1, attached hereto and incorporated herein by reference, to add the image of the new bikes with the approved Citibank logos or marks on the baskets of said bikes.

Exhibit 3.1.1 “Program Equipment: Kiosk Station Image” is hereby deleted in its entirety and replaced with the Amended Exhibit 3.1.1, attached hereto and incorporated herein by reference, to add the image of the new kiosks with the approved Citibank logos or marks on the kiosk station.

6. **Section 4. Concession Fees.** Section 4 is amended, modifying the first three paragraphs of Subsection 4.1 “Percentage of Gross Sales (PG)” to reflect the change as to when amounts are due and payable, from the end of each calendar month to quarterly, as follows:

4.1 Percentage of Gross Sales (PG)

Commencing with the Operational Rollout date, an amount equal to 12% of gross sales (PG) based on Concessionaire’s gross sale receipts up to \$2,999,999.99, shall become due and payable by Concessionaire to the Town within fifteen (15) days

following the end of ~~each calendar month~~ each quarter (during each contract year throughout the Term).

Commencing with the Operational Rollout date, an amount equal to 15% PG, based on Concessionaire's gross sales receipts surpassing \$3,000,000, shall become due and payable by Concessionaire to the Town within fifteen (15) days following the end of ~~each calendar month~~ each quarter (during each contract year throughout the Term).

Commencing with the first contract year following the Operational Rollout date, an amount equal to 25% PG of Concessionaire's gross sales receipts derived from Concessionaire's Bicycle Kiosk and Basket Sponsorship Program, due and payable by Concessionaire to the Town within fifteen (15) days following the end of ~~each calendar month~~ each quarter (during each contract year throughout the Term).

7. **Section 11. Insurance.** Section 11 is hereby amended to establish that the provided insurance coverage amounts are the minimum and to increase the minimum amount required for Comprehensive General Liability Insurance to One Million Dollars (\$1,000,000.00), with an Umbrella Policy of ten Million Dollars (\$10,000,000.00), as follows:

Section 11. Insurance

Concessionaire shall maintain, at minimum, at its sole cost and expense, the following types of insurance coverage at all times throughout the Term of this Agreement:

- a. Comprehensive General Liability in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage, together with an Umbrella Policy of Ten Million Dollars (\$10,000,000.00). This policy must also contain coverage for premises operations, products and contractual liability.

[REMAINDER OF SECTION STAYS UNCHANGED]

8. **Section 16. Sponsorships.** Subsection 16.3 is hereby created, acknowledging Citibank's naming rights:

16.3 Citibank's Naming Rights

The Town hereby approves Concessionaire's issuance of naming rights to Citibank effective, retroactively, as of June 7, 2017. The Town may not advertise on bike baskets, as long as Citibank holds or retains naming rights. The Town shall retain the ability to advertise on all kiosks located in Surfside.

9. **Addendum.** Addendum, Section 2, is deleted in its entirety, removing the requirement for all kiosks located in Surfside to be painted in “Surfside Blue” with Town logo, and replaced with the following:

2. All kiosks located in Surfside are allowed to be painted blue with the Citibank logo. Any and all changes to the color, logo, or sponsorship of kiosks located in Surfside shall require the prior written approval of the Town.

Addendum, Section 5, is deleted in its entirety, and replaced with the following requiring Concessionaire to place Town advertisements on kiosks pro bono:

5. Town shall have the option to place advertisements on the kiosks located in Surfside to promote events. Concessionaire shall place Town advertisements on kiosks pro bono.

10. **Ratification of Agreement.** Except as amended herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect and are hereby ratified.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES TO FOLLOW]**

IN WITNESS THEREOF, the parties hereto have caused their names to be signed and executed as of the day and year written below their signatures.

CONCESSIONAIRE:

**DECO BIKE, LLC, a Florida Limited
Liability Company**

By: _____

Ricardo Pierdant, President

Date Executed: _____

IN WITNESS THEREOF, the parties hereto have caused their names to be signed and executed as of the day and year written below their signatures.

TOWN:

**TOWN OF SURFSIDE, FLORIDA, a Florida
Municipal Corporation**

By: _____

Guillermo Olmedillo, Town Manager

Date Executed: _____

ATTEST:

Sandra Novoa, CMC, Town Clerk

Approved as to Form and Legal Sufficiency:

**Weiss Serota Helfman Cole & Bierman, P.L.,
Town Attorney**



Bike



Exhibit 3.1.1

Kiosk





Town of Surfside Commission Communication

Agenda Item # 3F

Agenda Date: December 13, 2017

Subject: Interlocal Memorandum of Understanding (MOU) for the retention of the Lehman Center for Transportation Research at Florida International University to assess the existing shuttle bus services and provide a recommendation on transit routes.

Background: In the effort to facilitate a more coordinated shuttle bus service for the three communities of Surfside, Bal Harbour and Bay Harbor Islands, the Town of Surfside has taken the lead in working with the Citizens Independent Transportation Trust (CITT) and Miami-Dade Transit. Several meetings have occurred with these bodies as well as representatives from the other two municipalities.

The elected officials in the three jurisdictions have expressed their support to ensure the Surf-Bal-Bay routes are as efficient as possible and connect more effectively with the Miami Beach and the Sunny Isles systems, as well as Miami-Dade's transit system. The entire reworking of the routing is something outside the scope of our internal expertise. It is imperative to have CITT's and the County's involvement; however, they do not view this as a priority and have advised that we hire our own transportation consultant.

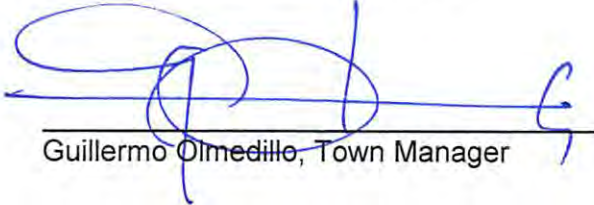
Analysis: As a transportation consultant, the Lehman Center for Transportation Research at Florida International University (FIU LCTR) would assess and assist in producing one comprehensive route that addresses all of our communities' respective requirements and the bigger transportation connectivity challenges. Surfside will continue the lead in the vetting of this process with the committed support, including financial, of the other two municipalities.

The FIU LCTR has provided a proposal for the services (Exhibit A) and would provide a recommendation that all three communities would review and could adopt. The cost of the services to FIU LCTR is \$38,964, to be shared equally by the three municipalities. The MOU (Exhibit B) authorizes Surfside to negotiate and enter into an agreement with FIU LCTR for the services. Based on the recommendation of FIU LCTR and support by the three municipalities, a new contract with the bus vendor or an RFP for one system will be conducted.

Budget Impact: \$12,988 per municipality with the Town of Surfside's payment funded from the Citizens Independent Transportation Trust Fund. Total payment of \$38,964 to be coordinated by the Town of Surfside.

Staff Impact: Existing staff will continue the lead role for the three municipalities in working with FIU LCTR in achieving the deliverables identified with this initiative.

Recommendation: The Administration recommends approval of the MOU and seeks authorization to enter into an agreement with the Lehman Center for Transportation Research at Florida International University as identified, substantially in accordance with the Proposal attached hereto as Exhibit A. The MOU and any agreement with the Lehman Center for Transportation Research at Florida International University is subject to the approval and authorization by the Village of Bal Harbour and the Town of Bay Harbor Islands.



Guillermo Olmedillo, Town Manager

RESOLUTION NO. 2017-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE MEMORANDUM OF UNDERSTANDING (“MOU”) WITH THE VILLAGE OF BAL HARBOUR AND THE TOWN OF BAY HARBOR ISLANDS TO RETAIN THE LEHMAN CENTER FOR TRANSPORTATION RESEARCH AT FLORIDA INTERNATIONAL UNIVERSITY (FIU LCTR) TO ASSESS SHUTTLE BUS SERVICES; AUTHORIZING THE TOWN TO ENTER INTO AN AGREEMENT WITH FIU LCTR FOR SUCH SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”), the Village of Bal Harbour (“Bal Harbour”), and the Town of Bay Harbor Islands (“Bay Harbor Islands”), as neighboring municipalities, desire to collaborate in an effort to facilitate a more coordinated and efficient shuttle bus service and transit system with enhanced routes, efficiency and connectivity to provide better service to the three municipalities; and

WHEREAS, the neighboring municipalities wish to engage a research team from the Lehman Center for Transportation Research (LCTR) at Florida International University (FIU) to research and assess the development of a more cost-effective shuttle bus operation and transit routing, and equally share in the cost of such assessment; and

WHEREAS, FIU LCTR has provided the Proposal attached hereto as Exhibit A” for the research and assessment study to be performed; and

WHEREAS, the Town will negotiate and execute an agreement with FIU LCTR for the study, substantially in accordance with the Proposal attached hereto as Exhibit “A”; and

WHEREAS, the Town Commission desires to enter into the Memorandum of Understanding (“MOU”) attached hereto as Exhibit “B” with Bal Harbour and Bay Harbor Islands to memorialize the responsibilities of each municipality with respect to the FIU LCTR study, and authorize the Town Manager to enter into an agreement with FIU LCTR for the study, substantially in accordance with the Proposal attached hereto as Exhibit “A”; and

WHEREAS, The Town Commissions finds that the MOU is in the best interest and welfare of the Town.

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

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

Section 2. Approval and Authorization to Enter into MOU. The MOU between the Town, Bal Harbour and Bay Harbor Islands, in substantially the form attached hereto as Exhibit “B”, together with such non-material changes as may be acceptable to the Town Manager and the Town Attorney as to form and legality, is approved. The Town Commission authorizes the Town Manager to execute the MOU on behalf of the Town.

Section 3. Authorization to Enter Into Agreement with FIU LCTR. The Town Commission authorizes the Town Manager to negotiate and execute an agreement with FIU LCTR, substantially in accordance with the Proposal attached hereto as Exhibit “A.”

Section 4. Implementation. The Town Manager is hereby authorized to take all action necessary to implement this Resolution, MOU and the agreement with FIU LCTR.

Section 5. Effective Date. This Resolution will become effective upon adoption.

PASSED AND ADOPTED this 13th day of December, 2017.

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:

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

Town of Surfside, Bal Harbour Village, and Bay Harbor Islands Interlocal Shuttle System Proposal

Submitted by

Fabian Cevallos, Ph.D.
Transit Program Director
Lehman Center for Transportation Research (LCTR)
Florida International University (FIU)
10555 West Flagler Street, EC 3609
Miami, FL 33174
Phone: (305) 348-3144
Email: fabian.cevallos@fiu.edu

Submitted to:

Duncan Tavares
Assistant Town Manager
Town of Surfside
9293 Harding Ave
Surfside, FL 33154
Phone: 305-864-0722 | Fax: 305-861-1302
Email: dtavares@townofsurfsidefl.gov

December 2017

BACKGROUND

Town of Surfside

Incorporated in 1935, Surfside is a town in Miami-Dade County, Florida. As of 2010, the population recorded by the U.S. Census Bureau was approximately 5,800. The total land area of the Town is approximately 0.6 square miles. This population is a varied mix of ethnicity and culture. The Town of Surfside encompasses the area from 87th Terrace to 96th Street, and it is situated between the City of Miami Beach and the Village of Bal Harbour.

The Town of Surfside operates a shuttle route that provides service within two blocks of every resident. The Surfside Shuttle operates weekdays from 7:30 a.m. to 5:16 p.m. and Saturdays from 8:00 a.m. to 1:30 p.m. This circulator route also serves the North Shore Library in Miami Beach.

Bal Harbour Village

Bal Harbour is a village in Miami-Dade County, Florida. The population in 2010 was approximately 2,500, according to the United States Census Bureau. The village has a total land area of approximately 0.3 square miles. Bal Harbour, Florida is located on the northern tip of the barrier island commonly referred to as Miami Beach. The main traffic corridor running south to north through Bal Harbour, as well as the Town of Surfside, is Collins Avenue, also known as Florida State Highway A1A.

The Bal Harbour Village Shuttle serves the commercial section of 96 Street, including Bal Harbour Shops and the residential and hotels along Collins Avenue. Each trip is extended in express mode to Sunny Isles Beach and Aventura Mall. The shuttle route runs from 9:00 a.m. to 5:00 p.m. Sunday through Thursday and from 9:00 a.m. to 9:00 p.m. on Friday and Saturday.

Bay Harbor Islands

Bay Harbor Islands is a town in Miami-Dade County, Florida. The population was approximately 5,600 according to the 2010 census and it has an approximate total land area of 0.4 square miles. It is separated from the mainland by Biscayne Bay, with which it is connected via the Broad Causeway. On the mainland side, Bay Harbor Islands is bordered by the city of North Miami, while to the east it borders with the Village of Bal Harbour and the Town of Surfside; to the south lies the exclusive Indian Creek Village.

The Bay Harbor Islands Town Minibus operates from 9:00 a.m. to 5:00 p.m. Monday through Friday. This shuttle service serves the residential areas of both islands with an extension to stops in North Miami including Costco.

Community Coordination

Surfside, Bal Harbour, and Bay Harbor Islands provide no fare (free) shuttle bus service to their passengers. All three shuttle routes have a common transfer point at the Surfside Publix located at

94 Street and Harding Avenue. Recently the three communities collaborated on the preparation of a colorful, high quality brochure showing the route alignments and stops of all three shuttles and detailed schedules of each service.

PROJECT OBJECTIVES

The Town of Surfside, Bal Harbour Village, and Bay Harbor Islands' provide mobility to its residents and visitors connecting them to municipal offices, libraries, and popular shopping. However, there is a need for restructuring the current transit service for a more efficient and cost-effective system that provides better service to all three communities. An efficient transit system should provide mobility through reliable, safe, comfortable, and accessible service to its residents and visitors. The main objective of this project is to develop a more efficient and cost-effective shuttle bus operation in Surfside, Bal Harbour, and Bay Harbor Islands that better meets the mobility needs of residents and visitors. In addition, suggestions for effectively monitoring the transit service by using technology and following transit service standards will be presented. Focus will also be on identifying cost savings for the municipalities.

To achieve this, the FIU research team proposes a series of work tasks that include meeting with staff and elected officials, collecting data and information, conducting community outreach meetings, analyzing the data and information and designing the new service, and preparing the final report.

WORK TASKS

Task 1: Meet with Staff or Officials and Setup Steering Committee

The FIU LCTR staff will meet with staff and/or elected officials to get a clearer view on the goals and to gain insight of each municipalities' impression of the service being provided. An option, if each municipality is willing, is to arrange a steering committee with one member from each municipality meeting twice: first at the project kick-off meeting and second at the presentation of recommendations before completion of the final report.

Task 2: Data Collection

- LCTR staff will conduct on-board surveys on site. Staff will also collect manual passenger counts of each bus route to determine ridership and productivity of service.
- Data to be collected would be as follows:
 - On-board self-administered survey of current riders on each shuttle route. Surveys will be in English and Spanish and will be distributed/collected by LCTR staff. All trips will be surveyed. Survey questions will be shared with each municipality for review prior to printing of survey forms.

- Ridership by trip and bus stop as well as schedule performance will be collected for all trips on one day of each route.
- Information provided by each municipality will be requested including budget, costs, and any past ridership data if available.
- Demographic and socioeconomic data will be obtained from the U.S. Census and other sources by municipality

Task 3: Community Outreach

- Separate community meetings will be arranged in each municipality or one meeting at a central location could be conducted for residents and stakeholders of all three municipalities. Handouts and displays would be prepared for the community meetings.
- A meeting with other municipalities that operate merged systems, e.g. Hialeah-Hialeah Gardens would be arranged. In addition, LCTR staff will meet with CITT and MDT for their input on a merged system for Surfside, Bal Harbour, and Bay Harbor Islands.

Task 4: Analysis of Data and Design of Service

- Analyze surveys, ridership data, and information received at meetings.
- Develop service plans and schedules with options and determine estimated operating cost for each option.
- Service plan options would be presented to the steering committee prior to completion of the final report.

Task 5: Final Report

A final report documenting all aspects of this research will be prepared and submitted to the designated Project Manager for review and comments. This will include the work tasks in this scope of work along with recommendations for operation, promotion and managing a merged system. LCTR staff will present the final report and plans at each town's commission/council meeting after submitting final report to staff. Appropriate displays of the proposed service plan would be provided. Based on the feedback, the report will be revised and finalized.

As next step and to ensure that the recommendations in the Final Report are properly used, FIU is willing to assist in the preparation of a new contract or an RFP for the selection of a transit provider, if agreed by the municipalities. FIU can also assist with coordinating with the selected transit provider for the implementation of the new routes and schedules. These "next step" tasks are optional and are not included in the budget of this proposal.

SCHEDULE

Work shall commence upon execution of the contract, with a proposed performance period of 6 months, which can be modified based on feedback from the municipalities. The schedule for completing the work tasks is given below.

Work Task	Month					
	1	2	3	4	5	6
Task 1: Meet with Staff/Elected Officials	■	■				
Task 2: Data Collection		■	■			
Task 3: Community Outreach				■	■	■
Task 4: Analysis of Data and Design of Service					■	■
Task 5: Final Report					■	■

COST PROPOSAL

The project team will include faculty, researchers, and other support staff who will work directly on the project and whose costs are reflected in the direct costs of the project. This proposed compensation and payments shall be made on a percent complete basis. The total cost for this project is \$38,967.

<i>Town of Surfside, Bal Harbour Village, and Bay Harbor Islands Interlocal Shuttle System Proposal</i>	
Budget Categories	Budget
Faculty Salaries & Benefits	\$14,272
Students and Other Professionals	\$15,154
Total Salaries & Benefits	\$29,426
Other Materials & Supplies	\$250
Printing & Reproduction	\$750
Travel	500
Total Direct Costs	\$30,926
Indirect Costs @ 26%	\$8,041
TOTAL COSTS	\$38,967

DESIGNATED PERSONNEL

- Dr. Fabian Cevallos, Transit Program Director at LCTR will serve as the Principal Investigator (PI) and will be responsible for this project.
- Dr. Albert Gan at LCTR will serve as Co-Principal Investigator (Co-PI) and assist will provide technical assistance with the different tasks of this project.
- Mr. Bob Pearsall, LCTR Senior Research Associate, will lead this project.
- FIU students at LCTR will assist with the onboard surveys and the overall tasks of this project.

RESUMES

Fabian Cevallos, Ph.D.
Transit Program Director
Associate Research Professor

EDUCATION

Ph.D. Civil Engineering (Transportation), December 2006
Florida International University, Miami, FL
Postgraduate Studies in Transportation Engineering
University of Nevada Las Vegas, Las Vegas, NV (1993-1994)
M.S. Civil Engineering (Transportation), May 1993
San Jose State University, San Jose, CA
B.S. Civil Engineering, November 1985
Guayaquil State University, Ecuador

PROFESSIONAL EXPERIENCE

Transit Program Director, Associate Research Professor

Lehman Center for Transportation Research, Miami, FL

7/06 – Present

Establish a transit program for the Lehman Center for Transportation Research (LCTR) at Florida International University (FIU). Write proposals and seek funding for research projects, manage program budget, develop innovative ideas that use transit strategies and technology to help improve transit efficiencies, participate in national research groups, and oversee researchers, consultants, and graduate students. Project sponsors include the Federal Transit Administration (FTA), the Florida Department of Transportation (FDOT), Miami-Dade Transit (MDT), and Miami-Dade County Public Works.

Co-Director of the Driving Simulation Lab to conduct multidisciplinary research and supported by the College of Engineering and Computing, the College of Nursing and Health Sciences, and the Division of Research. The Lab facilitates research in the areas of transportation safety, driving performance, driver behavior, mobility, vehicle technologies and their effect on driving, congestion, and individual and public safety.

FIU representative to the National Center for Transit Research (NCTR) Consortium. NCTR is one of the 22 national University Transportation Centers (UTCs) designated by the U.S. Department of Transportation. The goal is to advance research and education programs that address critical transportation challenges facing the nation. It supports the priorities of the U.S. Department of Transportation (DOT) and the participating universities are a critical part of the national transportation strategy.

Senior Research Associate

Center for Urban Transportation Research, Tampa, FL

10/02 – 7/06

Provide technical assistance to several transit agencies in Florida. Principal Investigator of the RAPTS (Resource for APTS) program sponsored by FDOT Central Office, Public Transit Office. Assist Florida International University in the development of an Automated Bus Stop Inventory. Projects include Automatic Passenger Counters (APCs), Electronic Fare Collection Systems, Automatic Vehicle Location System (AVL), Bus Stop Inventory, Geographic Information Systems (GIS), Real-Time Information Systems, APTS and IT/ITS master plans, Web Development, Database Programming, Database Management, Data Analysis, and Data Mining.

Senior Planner

Broward County Mass Transit, Pompano Beach, FL

12/97 – 10/02

Supervise and train Service Development staff in the areas of Geographic Information Systems (GIS) and transit databases. Database and System management of existing transit applications, including the GFI farebox, the Automatic Vehicle Location System (AVL), the Bus Stop Inventory, Ridership database, Customer Complaints, and data analysis for most of the agencies' databases. Involved in Intelligent Transportation System (ITS) projects as well as in the Advanced Public Transportation System (APTS). Agency representative for the Broward County APTS Master Plan. Oversee the SmartTrack System (AVL) and prepare documentation for the procurement of new technology Automatic Passenger Counters (APCs), Real-Time Information Systems, and updating the existing AVL System.

RELEVANT PAPERS AND REPORTS

1. Cevallos, F., J. Skinner, A. Joslin, D. McCarthy, and A. Gan, "Marketing Fixed-Route Transit to Seniors: Challenges and Recommendations," 93rd TRB Annual Meeting, January 2014.
2. Cevallos F. and X. Wang, and A. Gan, "Using a web-service to monitor transit on-time performance", *Proceedings of the 19th ITS World Congress*, Vienna, Austria, October 22-26, 2012.
3. Cevallos, F., X. Wang, and A. Gan, "Monitoring Transit On-Time Performance Real Time Using a Web-Service Dataset", Accepted for publication at the *IET Intelligent Transport Systems*, 2011.
4. Cevallos F., X. Wang, Z. Chen, and A. Gan, "Using AVL data for Improving Transit On-Time Performance", Accepted for publication at the *Journal of Public Transportation*, 2011.
5. Cevallos F. and X. Wang, "Monitoring Transit On-Time Performance Real Time Using a Web-Service Dataset", *Proceedings of the 17th ITS World Congress*, Busan, Korea, October 25-29, 2010.

6. Cevallos, F., X. Wang, Z.M. Chen, and A. Gan, "Improving Transit On-Time Performance with AVL Data: A Timetable Approach," Presented at the 89th TRB Annual Meeting, January 2010.
7. Wu, W.Y., A. Gan, F. Cevallos, L.D. Shen, and M. Hadi, "A GIS-Aided Decision-Making Process for Selecting Bus Stops for ADA Improvements," Presented at the 89th TRB Annual Meeting, January 2010.
8. Cevallos F., X. Wang, and A. Gan, "Improving Services for Special Population by using Transit ITS Data", *Proceedings of the 16th ITS World Congress*, Stockholm, Sweden, September 21-25, 2009.
9. Cevallos, F, Q. Yuan, X. Wang, and A. Gan, "Using Personal GPS Devices in Paratransit," *IET Intelligent Transport Systems*, Vol. 3, Issue 3, pp. 282-288, September 2009.
10. Cevallos F. and X. Wang, "ADAMS: A Data Archiving and Mining System for Transit Service Improvements," *Transportation Research Record No. 2063*, Journal of the Transportation Research Board, National Research Council, Washington, D.C., 2008, pp 43-51.
11. Cevallos, F., K. Kirwin, and R. Pearsall, "Using CAD/AVL Data for Performance Management," *Proceedings of the 10th International Conference on Applications of Advanced Technologies in Transportation*, ASCE, Athens, Greece, May 27- 31, 2008.
12. Cevallos, F., Q. Yuan, and X. Wang, "Feasibility Study of Applying Personal GPS Devices in Paratransit," *Proceedings of the 10th International Conference on Applications of Advanced Technologies in Transportation*, ASCE, Athens, Greece, May 27- 31, 2008.
13. Cevallos, F. and X. Wang, "APTS Data Archiving and Mining System (ADAMS)," *Proceedings of the 10th International Conference on Applications of Advanced Technologies in Transportation*, ASCE, Athens, Greece, May 27- 31, 2008.
14. Gan A., H. Wang, K. Liu, F. Cevallos, and I. Ubaka, "An Automated System for Collection and Analysis of Transit Stop Inventories," *Proceedings of the 10th International Conference on Applications of Advanced Technologies in Transportation*, ASCE, Athens, Greece, May 27- 31, 2008.
15. Wu, W.Y., A. Gan, D. Shen, and F. Cevallos, "A GIS-Based Decision Support System for Allocating Bus Stop Facilities for Disabled Riders," *Proceedings of the 10th International Conference on Applications of Advanced Technologies in Transportation*, ASCE, Athens, Greece, May 27- 31, 2008.
16. Cevallos F. and X. Wang, "ADAMS: A Data Archiving and Mining System for Transit Service Improvements," Presented at the 87th Annual Meeting of the Transportation Research Board, Washington D.C., January 15, 2008.

17. Yuan Q., F. Cevallos, X. Wang, and A. Gan, "A Prototype GPS Tracking System for Reducing Missed Customer Pickups for Paratransit," Presented at the 87th Annual Meeting of the Transportation Research Board, Washington D.C., January 15, 2008.
18. Gan, A., F. Cevallos, and I. Ubaka, "Development of a Statewide Transit Stop Inventory Field Collection System and Deployment Guidelines," Presented at the 86th Annual Meeting of the Transportation Research Board, Washington, D.C., January 2007.
19. Cevallos, F. and F. Zhao, "Minimizing Transfer Times in a Public Transit Network with a Genetic Algorithm," *Transportation Research Record 1971*, Journal of the Transportation Research Board, National Research Council, Washington, D.C., pp. 74-79, 2006.
20. Cevallos, F. and F. Zhao, "A Genetic Algorithm for Bus Schedule Synchronization," *Proceedings of the 9th International Conference on Applications of Advanced Technologies in Transportation*, ASCE, Chicago, Illinois, pp. 737-742, August 13-16, 2006.
21. Cevallos, F. and F. Zhao, "Minimizing Transfer Times in a Public Transit Network with a Genetic Algorithm," Presented at the 85th Annual Meeting of the Transportation Research Board, Washington D.C., January 2006.
22. Gan, A., I. Ubaka, and F. Cevallos, "An Automated Bus Stop Data Collection System," *Proceedings of the 2005 Conference on GIS in Transit, National Center for Transit Research (NCTR)*, Tampa, Florida, November 1-3, 2005.
23. Cevallos, F. and A. Willis, "Essential Transit Software Applications," Presented at the 79th Annual Meeting of the Transportation Research Board, Washington, D.C., January 2000.
24. Cevallos, Fabian, "Truck Factor: Basic Freeway Segments," *Transportation Risks and Rewards Compendium of Technical Papers, 46th Annual Meeting, Institute of Transportation Engineers District 6*, Las Vegas, Nevada, July 1993.

REPORTS

1. Cevallos, F., H. Wang, T. Pickering, and S. Noei, "Safe and Accessible Pedestrian Facilities Inventory Model (SAPFIM): Planning and Design", National Center for Transit Research, University Transportation Centers (UTC Consortium), May 2017.
2. Cevallos, F., H. Wang, T. Pickering, N. Defraene, and Y. Amirpour, "State of Good Repair Performance Measures: Assessing Asset Condition, Age, and Performance Data", National Center for Transit Research, University Transportation Centers (UTC Consortium), June 2016.
3. Cevallos, F., T. Pickering, K. Shams, M. Rezaei, and P. Mankotia, "Transit Service Reliability: Analyzing Automatic Vehicle Location (AVL) Data For On-Time

- Performance and to Identify Conditions Leading to Service Degradation”, National Center for Transit Research, University Transportation Centers (UTC Consortium), March 2016.
4. Cevallos, F., T. Pickering, S. Noei, Y. Amirpour, and J. Aldajuste, “Training Manual for Transit Service Planning and Scheduling”, National Center for Transit Research, University Transportation Centers (UTC Consortium), December 2015.
 5. Cevallos F., H. Wang, A. Gan, and T. Pickering, “ATSIM 4.0 User’s Guide,” Prepared for the Florida DOT, Public Transit Office, May 2013.
 6. Cevallos, F., Q. Yuan, X. Wang, J. Skinner, and A. Gan, “Feasibility Study on the Use of Personal GPS Devices in Paratransit”, Prepared for the Federal Transit Administration, May 2009.
 7. Cevallos, F., “Florida Advanced Public Transit Systems Program,” Final Report, Prepared for the Florida DOT, Public Transit Office, April 2009.
 8. Cevallos, F., “Using Technology to Improve Service Planning,” Prepared for Miami-Dade Transit, February 2008.
 9. Cevallos, F., “Advanced Public Transportation Systems (APTS) Technical Assistance for VOTRAN,” Prepared for the Center for Urban Transportation Research, January 2008.
 10. Cevallos, F., “APTS Data Archiving and Mining System (ADAMS),” Final Report, Prepared for the Florida DOT, Public Transit Office, September 2007.
 11. Cevallos, F., “MDT Technical Memo: Using CAD/AVL Schedule Adherence Data,” Prepared for Miami-Dade Transit, April 2007.
 12. Cevallos, F., “Automatic Passenger Counters Technical Memorandum,” Prepared for Palm Tran, 2007.
 13. Cevallos F., “MDT Technical Memorandum: APTS Data,” Prepared for Miami-Dade Transit, October 2005.
 14. Cevallos F., “APTS Data Mining and Analysis,” Final Report, Prepared for the Florida DOT, Public Transit Office, April 2005.
 15. Cevallos F., “Automated Passenger Counters (APCs) Technical Specifications,” Prepared for Miami-Dade Transit, March 2005.
 16. Gan, A. and F. Cevallos, “Development of an Automated Bus Stop Data Collection and Analysis System,” Final Report, Prepared for Florida DOT, February 2005.
 17. Cevallos F., “APTS Technology: Automatic Vehicle Location (AVL). The Broward Experience,” Resource for Advanced Public Transportation Systems (RAPTS), 2003.

SOFTWARE SYSTEMS

- Automated Transit Stop Inventory Model (ATSIM) Version 4: <http://ftis.org/atsim.html>
- APTS Data Archiving and Mining System (ADAMS), Resource for Advanced Public Transportation Systems.
- Passenger Ridership Data Collection System - TranStats, Developed for Broward County Transit.
- Field Surveyor Assignments Developed for Broward County Transit.
- Transit Complaint System, Developed for Broward County Transit.
- Bus Stop Inventory, Developed for Broward County Transit.

SPONSORED RESEARCH PROJECTS

1. PI: *Trolleys and Community Buses in South Florida: Providing Transit Service to a Special Segment of the Population*. Public Transit Office, Florida Department of Transportation, \$171,715, 2017-2018 (Co-PI: Albert Gan).
2. PI: *State of Good Repair Performance Measures: Assessing Asset Condition, Age, and Performance Data*, National Center for Transit Research, University Transportation Centers (UTC Consortium), \$339,760, 2013-2015 (Co-PI: Albert Gan).
3. PI: *Transit Service Reliability: Analyzing Automatic Vehicle Location (AVL) Data For On-Time Performance and to Identify Conditions Leading to Service Degradation*, National Center for Transit Research, University Transportation Centers (UTC Consortium), \$185,000, 2013-2014 (Co-PI: Albert Gan).
4. PI: *Development of a Training Manual for Transit Service Planning and Scheduling*, National Center for Transit Research, University Transportation Centers (UTC Consortium), \$130,000, 2013-2014 (Co-PI: Albert Gan).
5. PI: *Transit Stop Inventory Model (ATSIM) Training and Technical Support*, Public Transit Office, Florida Department of Transportation, \$34,800, 2012-2013 (Co-PI: Albert Gan).
6. PI: *Web Tool for Managing Human Services Transportation in the Town of Brookhaven*, Town of Brookhaven, New York, \$75,000, 2013 (Co-PI: Albert Gan).
7. PI: *Automated Transit Stop Inventory Model (ATSIM) Development and Technical Support*, Public Transit Office, Florida Department of Transportation, \$135,000, 2012-2013 (Co-PI: Albert Gan).
8. PI: *Florida Advanced Public Transportation Systems Program*, Public Transit Office, Florida Department of Transportation, \$135,000, 2010-2011 (Co-PIs: Albert Gan and Mohammed Hadi).

9. PI: *Needs Assessment for Transit and GIS Data Clearinghouse*, Public Transit Office, Florida Department of Transportation, \$73,850, 2010-2011 (Co-PI: Albert Gan).
10. PI: *Development of a Web-Based Reporting System to Use Transit ITS Data to Help Improve Services for Special Populations*, Federal Transit Administration, \$140,000, 2006-2008.

Albert Gan, Ph.D.
Professor

EDUCATION

Ph.D. University of Florida Civil Engineering (Transportation) 1996
M.E. University of Florida Industrial and Systems Engineering 1989
B.S. University of Florida Industrial and Systems Engineering 1987

PROFESSIONAL EXPERIENCE

2012-Present *Professor*, Civil and Environmental Engineering, FIU
2012-Present *Coordinator*, National Center for Transportation Systems Productivity & Management
2004-Present *Deputy Director*, Lehman Center for Transportation Research, FIU
2004-2012 *Associate Professor*, Civil and Environmental Engineering, FIU
1999-2001 *Assistant Director*, Lehman Center for Transportation Research, FIU
1999-2004 *Assistant Professor*, Civil and Environmental Engineering, FIU
1996-1998 *Assistant in Engineering*, Civil Engineering, UF
1990-1996 *Graduate Research Assistant*, Civil Engineering, UF
1988-1989 *Graduate Teaching Assistant*, Industrial & Systems Engineering, UF

RELEVANT REFEREED JOURNAL PAPERS

1. Haleem, K. and A. Gan, "Contributing Factors of Crash Injury Severity at Public Highway-Railroad Grade Crossings in the U.S.", *Journal of Safety Research* (accepted).
2. Gan, A., F. Gui, and L. Tang, "System for Transit Performance Analysis Using the National Transit Database," *Journal of Public Transportation*, Vol. 14. No. 3, pp. 87-107, 2011.
3. Gan, A. C., I. Ubaka, and F. Zhao, "Integrated National Transit Database Analysis System (INTDAS)," *Transportation Research Record 1799, Journal of the Transportation Research Board*, National Research Council, pp. 78-88, 2002.

SPONSORED RESEARCH PROJECTS

As Principal Investigator

1. *ITS Research, Computer, and Miscellaneous (Work Order 6)*, FDOT District 4, 2015-2015.
2. *Feasibility of a Web-Based System for Police Report Review and Information Recording*, State Safety Office, Florida Department of Transportation, 2013-2014

3. *Analysis and Evaluation of Transit Data Using Florida Transit Information System (FTIS)*, Public Transit Office, Florida Department of Transportation, \$59,320, 2013-2014.
4. *Development of Florida Transit Information System Version 2013*, Public Transit Office, Florida Department of Transportation, 2012-2013.
5. *INTDAS Peer Selection Database Update*, Citizen's Independent Transportation Trust (CITT), 2012-012.
6. *Development of Florida Transit Information System (FTIS) 2012*, Public Transit Office, Florida Department of Transportation, 2011-2012.
7. *An Integrated Database and Analysis System for the Evaluation of Freeway Corridors for Potential Ramp Signaling*, Florida Department of Transportation, 2010-2011.
8. *Development of a Web Portal for 2060 Florida Transportation Plan*, Systems Planning Office, Florida Department of Transportation (through Cambridge Systematics, Inc.), \$30,000, 2010-2012.
9. *Preparing Florida for SafetyAnalyst Deployment*, State Safety Office, Florida Department of Transportation, 2010-2011.
10. *Development of a Data Framework for FSUTMS*, Systems Planning Office, Florida Department of Transportation, \$205,000, 2008-2009 (Co-PI: Kaiyu Liu)
11. *A Methodology for Performance Measurement and Peer Comparison in the Public Transportation Industry*, Transit Cooperative Research Program (TCRP), Subcontract from Kittelson and Associates, Inc., 2008-2010.
12. *Development of Web FTIS Version 2008*, Public Transit Office, Florida Department of Transportation, \$142,714, 2007-2008.
13. *System Support for Crash Reduction Analysis System Hub (CRASH)*, Florida Department of Transportation, \$16,000, 2007-2007.
14. *Development of Prototype GIS Systems for Transportation Model Networks for FSUTMS*, Transportation Systems Planning, Florida Department of Transportation, \$110,000, 2007-2008.
15. *Development of a Computer-Based Training (CBT) Course for the FSUTMS Comprehensive Modeling Workshop*, Transportation Systems Planning, Florida Department of Transportation, \$100,000, 2007-2008.

WEB-BASED SOFTWARE SYSTEMS

1. Integrated National Transit Database Analysis System (Rural INTDAS)
2. Police Crash Report Review System (PCRRS)
3. Florida Highway Information System (FHIS)
4. Visual Roadway Inventory Collection System (VRICS)
5. Florida Guardrail Inventory System (FGI)
6. FTGIS Online Tutorial (http://ftis.org/ftgis_tutorials/)
7. INTDAS Online Tutorial (http://ftis.org/intdas_tutorials/)
8. FDOT District 6 SunGuide Website (www.sunguide.org)
9. FDOT District 6 Contract Management System (running on FDOT D6 Intranet)
10. Florida Traffic Safety Portal (developed for FDOT State Safety Office)
11. FSUTMS Executive Summary Online Workshop and Management System (developed for FDOT Systems Planning Office)
12. FSUTMS-CUBE Comprehensive Modeling Online Workshop (developed for FDOT Systems Planning Office)
13. Integrated National Transit Database Analysis System (Urban INTDAS web version)
14. Florida Transit Geographic Information System (FTGIS web version)
15. TRANSP0 GIS (developed for Federal Transit Administration)
16. FDOT District 6 Road Ranger Drivers Information System (running on a FDOT District 6 web server)
17. FDOT District 6 SunGuide TMC Control Room Operations Intranet (running on a FDOT District 6 web server)
18. SMART SunGuide Road Ranger Training Website (running on a FDOT District 4 web server)
19. SMART SunGuide TMC Operator Training Website (running on a FDOT District 4 web server)
20. Resource for Advanced Public Transportation Systems (RAPTS)
21. Road Ranger Inspection Program (RRIP) (a Tablet PC system developed for FDOT District 6)
22. Road Ranger Contractor Inspection Program (RRCIP) (a Tablet PC system developed for FDOT District 6)

Robert Pearsall
Senior Research Associate

TRANSIT PLANNING AND SCHEDULING

Robert Pearsall has 38 years of experience in transit planning and scheduling for Miami-Dade Transit (MDT), a major U.S. public transportation system. Recently retired in January, 2013, he has been managed and worked in all components of the transit service planning process and directed the transit crew scheduling staff. His work includes major contributions in the short and long range transit and transportation plans for Miami-Dade County and Department project manager for several consultant studies.

Major accomplishments and functional responsibilities at Miami-Dade Transit:

- Chief of the MDT Service Planning and Scheduling Division responsible for managing a professional staff in the development of all short-range transit service expansion, reduction, and restructuring activities.
- Managed data collection and analysis of all transit service modes including the integration of new data technologies such as APC and AVL.
- Developed the bus service element for the Miami-Dade County People's Transportation Plan in 2002 and achieved a highly effective restructuring of the MDT bus system network in 2009.
- Directed a cost-efficient transit service scheduling process including trip development, runcutting, and rostering.
- Managed transit market research studies by research firms which included periodic system wide surveying of transit passengers and telephone surveys of the general public.
- Project planner for several major transportation projects in South Florida including the I-95 High Occupancy Toll Lanes, the South Miami Busway, Miami Intermodal Center and Airport Metrorail Station, Miami-Dade municipal circulator system, and coordination of feeder buses with the South Florida Regional Transportation Authority commuter rail system.

Part-time consulting since retirement from Miami-Dade Transit includes the following:

- Assisted MP2 Planning LLC in 2013 with a study for the City of Doral, Florida examining alternative fuel technologies to be considered in advance of making addition purchases for its trolley fleet.
- Provided expert support for MP2 Planning in 2013 with the data collection methodology of a research project to survey the City of Doral's trolley passengers.

- Consulted with the Florida International University Lehman Center for Transportation Research in 2014 to provide guidance and editing of a training manual for mass transit planners and schedulers.

EDUCATION

- Masters of Business Administration, Florida International University, 1984
- Bachelor of Arts, Florida International University, 1974

MEMORANDUM OF UNDERSTANDING

BETWEEN

TOWN OF SURFSIDE, FLORIDA,

VILLAGE OF BAL HARBOUR, FLORIDA,

AND

THE TOWN OF BAY HARBOR ISLANDS

INTERLOCAL SHUTTLE

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into this _____ day of December, 2017 by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation ("Surfside"), **VILLAGE OF BAL HARBOUR**, a Florida municipal corporation ("Bal Harbour") and the **TOWN OF BAY HARBOR ISLANDS**, a Florida municipal corporation ("Bay Harbor Islands"). Surfside, Bal Harbour, and Bay Harbor Islands shall each hereinafter be referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Surfside, Bal Harbour, and Bay Harbor Islands are neighboring municipalities located within Miami-Dade County that desire to cooperate with one another to provide efficient transportation services; and

WHEREAS, the Parties each provide no fare shuttle ("free") bus services to their passengers with a common transfer point at the Surfside Publix located at 94th Street and Harding Avenue, which services are currently funded by the Citizens Independent Transportation Trust ("CITT"); and

WHEREAS, the Parties currently collaborate on the preparation of brochures showing the route alignments and stops of all three shuttles and their respective schedules; and

WHEREAS, the Parties desire to further collaborate to possibly restructure the current transit service into joint operation of transit routes as a more efficient and cost-effective system to provide better service to all three municipalities; and

WHEREAS, the Parties wish to engage the Lehman Center for Transportation Research (LCTR) at Florida International University (FIU) to research and assess the development of a more cost-effective interlocal shuttle bus operation and transit routing in Surfside, Bal Harbour and Bay Harbor Islands ("Interlocal Shuttle System") that better meet the needs of residents, business users and visitors ("Services"); and

WHEREAS, LCTR has agreed to provide the Services and issue a report with recommendations on the Interlocal Shuttle System to the Parties, at a cost of \$38,964.00, as

detailed in the Proposal attached hereto as Exhibit “A” (“Proposal”); and

WHEREAS, the Parties wish to equally share the cost of the Services, with a maximum contribution by each of \$12, 988.00; and

WHEREAS, the Parties agree that Bal Harbour and Bay Harbour Islands shall provide their respective contributions to Surfside each in the amount of \$12,988.00, who will serve as the fiscal agent and administer the funds consistent with this MOU; and

WHEREAS, Surfside will negotiate and execute an agreement with LCTR for the Services, substantially in accordance with the Proposal attached hereto as Exhibit “A”; and

WHEREAS, the Parties find that the adoption of this Memorandum of Understanding (MOU) is in the best interest and welfare of each Party and will foster efficiency and better routing for the Interlocal Shuttle System. .

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained therein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed and covenanted, under seal, by and between the Parties to this MOU, as follows:

TERM

1. **Recitals Incorporated.** The above recitals are true and correct and incorporated herein.

2. **Parties’ Contribution to Interlocal Shuttle System.** Within three (3) days of execution of this MOU by the Parties, Bal Harbour and Bay Harbor Islands shall each make payment and disbursement to Surfside in the maximum amount of \$12,988.00 for their contribution towards the cost of the Services, to be deposited in an account created by Surfside (the “Project Contribution”). The Project Contribution shall be used solely for costs in connection with the Services provided by LCTR. During the term of this MOU, Surfside agrees to administer and disburse the Project Contribution only in furtherance of the research and assessment directly related to the Services. Surfside shall further pay and deposit the maximum amount of \$12,988.00 as its Project Contribution, which amount shall be paid into the Project Contribution account or directly to LCTR for the Services.

3. **Acceptance and Acknowledgment by Surfside.** Surfside shall accept the Project Contribution from Bal Harbour and Bay Harbor Islands and agrees to use said funds for payment of the Services consistent with Paragraph 2 above. .

4. **Interlocal Shuttle System.** Surfside shall negotiate and execute an agreement with LCTR to perform the Services, substantially in accordance with LCTR’s Proposal attached hereto as Exhibit “A.” The Parties shall be provided with copies of any and all agreement(s) entered into between Surfside and LCTR for the Services. Surfside further agrees to keep the Parties informed as to status of the LCTR Services.

5. **Effective Date; Termination.** This MOU shall become effective upon execution and approval by the Parties and shall continue in full force and effect until such time as it is amended or terminated by the Parties. Any Party may terminate this MOU upon thirty (30) days advance written notice to the other Parties.

6. **Notice.** All notices required or permitted to be given under this MOU shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, to the Parties addressed as follows:

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

With a Copy To:

Town Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, Florida 33134

Village of Bal Harbour
Attention: Jorge M. Gonzalez
655-96th Street
Bal Harbour, Florida 33154

With a Copy To:

Village Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, Florida 33134

Town of Bay Harbour Islands
Attention: Ronald J. Wasson
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

With a Copy To:

Town Attorney
Sherman & Sherman, P.A.
Bank of America Building
2000 Glades Road, Suite 204
Boca Raton, FL 33431

7. **Governing Law.** This MOU shall be governed by and construed in accordance with the laws of the State of Florida, and venue for any dispute or litigation shall be in Miami-Dade County, Florida.

8. **Costs.** Each Party shall pay its own costs and expenses of any and all costs incidental to the negotiation, preparation, execution and implementation by it of this MOU and any other agreements pertaining to the Interlocal Shuttle System.

9. **Counterparts.** This MOU may be executed in counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Town of Surfside, Village of Bal Harbour and Town of Bay Harbor Islands have each executed this MOU as of the day and year written below their signatures.

TOWN OF SURFSIDE, FLORIDA,
A Florida municipal corporation

Guillermo Olmedillo, Town Manager

Date Executed: _____

ATTEST:

Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Town Attorney

IN WITNESS WHEREOF, the Town of Surfside, Village of Bal Harbour and Town of Bay Harbor Islands have each executed this MOU as of the day and year written below their signatures.

VILLAGE OF BAL HARBOUR, FLORIDA,
A Florida municipal corporation

Jorge M. Gonzalez, Village Manager

Date Executed: _____

ATTEST:

Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Village Attorney

IN WITNESS WHEREOF, the Town of Surfside, Village of Bal Harbour and Town of Bay Harbor Islands have each executed this MOU as of the day and year written below their signatures.

TOWN OF BAY HARBOR ISLANDS, FLORIDA,
A Florida municipal corporation

Ronald J. Wasson, Town Manager

Date Executed: _____

ATTEST:

Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Town Attorney



Town of Surfside Commission Communication

Agenda Item #: 3G

Agenda Date: December 12, 2017

Subject: Proposed Agreement with the Miami-Dade State Attorney's Office to Prosecute Criminal Municipal Ordinances.

Background: State legislation was passed in 2004 for the State Attorney to prosecute criminal municipal ordinances only if (1) the ordinance violation is ancillary to a felony prosecution or (2) the municipality has entered into a contract with the State Attorney for these prosecutions. The agreement is for the prosecution of ordinances only; the State Attorney's Office has no authority to handle appeals related to the Constitutionality of ordinances.

Analysis: The proposed agreement allows the Miami-Dade State Attorney's Office to prosecute criminal ordinance violations in Surfside for the period of October 1, 2017 to September 30, 2018.

Budget Impact: The Town will be billed at the statutorily prescribed rate of \$50 per hour. It is estimated that it takes approximately 20 minutes per case equivalent to the rate \$16.67 per case. During the past years the use of the State Attorney's Office has been very limited, however, the agreement should be in place in the event an unforeseen occurrence requires these services.

Recommendation: The Town staff recommends that the Commission approve the resolution to enter into the proposed agreement with the Miami-Dade State Attorney's Office to prosecute criminal municipal ordinances.

David Allen, Chief of Police

Guillermo Olmedillo, Town Manager

RESOLUTION NO. 2017- _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE AGREEMENT BETWEEN THE TOWN OF SURFSIDE, FLORIDA AND THE STATE OF FLORIDA, OFFICE OF THE STATE ATTORNEY FOR THE ELEVENTH JUDICIAL CIRCUIT OF FLORIDA, FOR REIMBURSEMENT TO THE STATE FOR THE COST OF STATE ATTORNEY PROSECUTION OF CRIMINAL VIOLATIONS OF THE TOWN OF SURFSIDE CODE; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE TOWN MANAGER AND TOWN OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 27.02, Florida Statutes, authorizes the State Attorney to prosecute municipal ordinance violations punishable by incarceration if ancillary to state prosecution or, if not ancillary to state prosecution, when the State Attorney contracts with the Town of Surfside (“Town”) for reimbursement; and

WHEREAS, the Agreement attached as Exhibit “A” provides for the State Attorney to prosecute certain criminal violations of the Town of Surfside Code, where the Town has agreed to reimburse the State Attorney for costs related to such prosecutions for the period from October 1, 2017 to September 30, 2018; and

WHEREAS, the Town Commission finds that approval of the Agreement between the State Attorney and the Town is in the best interest of the Town and improves the safety and welfare of the Town.

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

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

Section 2. Approval of Agreement. The Agreement between the State Attorney and the Town to provide the services set forth therein, a copy of which is attached hereto as Exhibit “A,” is approved.

Section 3. Execution of Agreement; Authorization of Town Officials. The Town Manager is authorized to execute the Agreement on behalf of the Town. The Town Manager and/or his designee, Town officials and the Town Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

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

PASSED AND ADOPTED this 13th day of December, 2017.

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:**

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney



STATE ATTORNEY

ELEVENTH JUDICIAL CIRCUIT OF FLORIDA
E. R. GRAHAM BUILDING
1350 N.W. 12TH AVENUE
MIAMI, FLORIDA 33136-2111

KATHERINE FERNANDEZ RUNDLE
STATE ATTORNEY

TELEPHONE (305) 547-0100
www.miamiSAO.com

October 24, 2017

Mr. Guillermo Olmedillo
Town Manager
Town of Surfside
9293 Harding Avenue
Surfside FL 33154

Dear Mr. Olmedillo:

Legislation passed in 2004 to implement Revision 7 to Article V of the Florida Constitution provides that the State Attorney may prosecute municipal ordinances only if (1) the ordinance violation is ancillary to a felony prosecution (s. 27.02(1), Florida Statutes), or (2) the county/municipality has entered into a contract with the State Attorney for these prosecutions (s. 27.34(1), Florida Statutes).

Enclosed please find the following:

1. Proposed agreement for the prosecution of ordinance violations for the period of October 1, 2017 – September 30, 2018. Please sign three originals and return to this office as soon as possible. If you desire to make changes to the contract and want an electronic version of this document, please contact me at donlhorn@miamisao.com and I will forward you a copy. This contract is for the prosecution of ordinances only; the State Attorney's Office has no statutory authority to handle appeals relating to the constitutionality of ordinances. If you choose to not have the Office of the State Attorney prosecute municipal ordinance violations in accordance with sections 4 & 5 of Chapter 2004-265, Laws of Florida, you are requested to send a letter to that effect to the above address as soon as possible.
2. Billing for ordinance violations for your jurisdiction for the period of July 1 – September 30, 2017. The billing reflects data from the Clerk of the Court's database, which list ordinance violations for which the county/municipality is being charged a filing fee pursuant to s.27.34(1), Florida Statutes.



Please Recycle

Mr. Guillermo Olmedillo

Page 2

You are being billed at the statutorily prescribed rate of \$50 per hour. Our estimate is that, on average, it takes approximately 20 minutes per case; therefore, you are being charged at the rate of \$16.67 per case. *The total amount due can be found at the end of this letter.* Please note that this is the charge for ordinance prosecution only. Pursuant to state law, there are separate charges for indigent defense from the Public Defender and filing fees from the Clerk of the Court.

You are requested to review the invoice when you receive it. Please note items that you dispute, deduct their cost, and remit the remainder payable to the State of Florida to:

Fiscal Division
Office of the State Attorney
E. R. Graham Building
1350 N.W. 12th Avenue
Miami, FL 33136-2111

Any items under dispute will be reviewed by our staff and re-invoiced in the following quarter if necessary.

If you have any questions about the procedures discussed above, or the contract, please do not hesitate to contact me at 305-547-0564.

Number of Cases: 1

Total Cost: \$ 16.67

Sincerely,

KATHERINE FERNANDEZ RUNDLE
State Attorney

By: _____



Don L. Horn
Chief Assistant for Administration

DLH:cj
Enclosure



Please Recycle

JOB-NUM: J972400
PROGRAM: CJSB838

OFFICE OF THE STATE ATTORNEY - 11TH CIRCUIT
ORDINANCE BILLING REPORT
ORDINANCE CHARGES FILED IN SEP, 2017

DATE: 10/02/2017
REPORT PAGE: 7

INVOICED TO: SURFSIDE

PAGE: 1

<u>CASE #</u>	<u>POLICE #</u>	<u>NAME</u>	<u>CHARGE DATE</u>	<u>CHARGE NUMBER / DESCRIPTION</u>
B17025761	172968	FORSELL	09/12/2017	21-31(B) LOITERING & PROWLING
CASE COUNT:		1		

**AGREEMENT BETWEEN TOWN OF SURFSIDE AND THE STATE OF FLORIDA,
OFFICE OF THE STATE ATTORNEY FOR THE ELEVENTH JUDICIAL CIRCUIT
OF FLORIDA TO REIMBURSE THE STATE FOR THE COST OF STATE
ATTORNEY PROSECUTION OF CERTAIN CRIMINAL VIOLATIONS OF THE
_____ CODE**

This agreement is entered into this _____ day of _____, 2017, by and between Town of Surfside, a political subdivision of the State of Florida (hereinafter referred to as the “City”) and the Office of the State Attorney for the Eleventh Judicial Circuit of Florida (hereinafter referred to as “State Attorney”).

WHEREAS, the City finds that in order to maintain and improve the health, safety, and welfare of this community, it is necessary to adequately enforce and prosecute violations of the City’s Municipal Code; and

WHEREAS, Section 27.02, Florida Statutes, authorizes the State Attorney to prosecute municipal ordinance violations punishable by incarceration if ancillary to state prosecution or, if not ancillary to state prosecution, when the State Attorney contracts with the City for reimbursement.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I
Services

The State Attorney agrees to prosecute municipal ordinance violations as authorized in Sections 27.02, and 27.34, Florida Statutes. The City agrees to remit, subject to the terms outlined in Article III of this agreement, to the State Attorney the required funds to reimburse for costs associated with the prosecution of violations of the Municipal Code for the period of Oct 1 of current year through Sept 30 of following year. The State Attorney shall provide such clerical and professional personnel as may be required for the performance of any of the functions of the State Attorney as set forth in this agreement. This agreement does not commit the City to pay for the prosecution of Municipal Code violations ancillary to state prosecution or for the prosecution of municipal ordinance violations not punishable by incarceration. This agreement specifically does not authorize the State to handle appeals of municipal ordinances on constitutional grounds, which shall remain the responsibility of the municipality that passed the ordinance.

ARTICLE II
Terms

This agreement shall expire on September 30, 2018, unless terminated earlier pursuant to Article VII of this agreement. Under no circumstances shall the City be liable to continue or extend this agreement beyond this date. This agreement may only be amended in writing, through a document executed by duly authorized representatives of the signatories to this agreement.

ARTICLE III
Payment Schedule

The City agrees to reimburse the State Attorney on an hourly basis for services rendered at a rate of Fifty dollars (\$50) per hour. On a quarterly basis, the State Attorney shall provide the City with an invoice including, but not limited to, the hours of services rendered, number of cases prosecuted as set forth in this agreement, and the total amount due for payment for the previous month. The City shall remit each payment within ten (10) days after receiving said invoice from the State Attorney.

ARTICLE IV
Responsibilities

The City does not delegate any of its responsibilities or powers to the State Attorney other than those enumerated in this agreement. The State Attorney does not delegate any of its responsibilities or powers to the City other than those enumerated in this agreement.

ARTICLE V
Reporting

All required reports shall be submitted to the _____.

ARTICLE VI
Indemnification

It is expressly understood and intended that the State Attorney is only a recipient of the reimbursements paid by the City and is not an agent of the City. The respective parties agree, subject to the provisions of Chapter 768.28 (17), Florida Statutes, that they will hold each other harmless from any claims arising from this agreement.

ARTICLE VII
Termination

Either party may terminate this agreement at any time with or without cause by furnishing written notice to the other party with no less than ninety (90) days' notice.

ARTICLE VIII
Service Charges

This agreement is contingent upon all City funding provided, and any interest earned thereon, not being subject to any State service charges or administrative assessments.

ARTICLE IX
Non-Discrimination

The State Attorney agrees to abide and be governed by Title II of the Americans with Disabilities Act of 1990, Title VI and VII, Civil Rights Act of 1964 (42 USC 200d, e) and Title Viii of the Civil Rights Act of 1968, as amended, which provides in part that there will not be discrimination of race, color, sex, religious background, ancestry, or national origin in performance of this contract, in regard to persons served, or in regard to employees or applicants for employment and it is expressly understood that upon receipt of evidence of discrimination, the City shall have the right to terminate said agreement.



Please Recycle

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their respective and duly authorized officers the day and year first above written.

ATTEST:

NAME City Commission

By: _____ By: _____
POSITION

ATTEST State Attorney's Office
Eleventh Judicial Circuit

By: _____ By: _____
Don L. Horn
Chief Assistant State Attorney
for Administration



**Town of Surfside
Town Commission Meeting
December 13, 2017
7:00 pm**

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

Agenda #: 3H
Date: December 1, 2017
From: Daniel Dietch, Mayor
Subject: Seawall Coalition Resolution

Objective: To approve the enclosed resolution to join the Seawall Coalition.

Consideration: Surfside has been working with local and regional partners to build our resiliency and to develop adaptation and mitigation strategies to address sea level rise. We now have an opportunity to join with a national organization to continue our efforts. The Seawall Coalition is a nonpartisan group of elected officials, military groups, businesses and local leaders that have come together to unlock national solutions to sea level rise and flooding that support coastal and riverfront communities and protect our nation's residents, economy, and military installations. The Seawall Coalition advocates for practical national solutions to serve our communities. It supports policies that strengthen our economy, investment in our coastal communities and safeguarding our national security.

Recommendation: Approve the enclosed resolution to join the Seawall Coalition.

attachments



NATIONAL SOLUTIONS TO SEA LEVEL RISE AND FLOODING

Who we are

The Seawall Coalition is a nonpartisan group of elected officials, military groups, businesses, and local leaders that have come together to unlock national solutions to sea level rise and flooding that support coastal and riverfront communities and protect our nation's residents, economy, and military installations.

Our mission

Protecting our coasts from sea level rise is a national issue that must be met with national solutions - it is vitally important to our country's citizen well-being, economic strength, and security. Our coastal communities are the backbone of our country, home to over 125 million Americans, 37 of the top 50 largest ports in the country, and 18 military installations currently at risk from sea level rise.

With effective sea level rise planning our coastal communities can adapt and thrive. Investing in adaptation planning and projects can protect the ports, highways, and runways that drive our economy, creating jobs and economic opportunities for our local communities. But we must act now.

The Seawall Coalition advocates for practical national solutions to serve our communities. We support policies that strengthen our economy, invest in our coastal communities, and safeguard our national security.



Our platform



The United States is a maritime nation and our national economy relies on our coastal ports, highways, and other infrastructure that is at risk from sea level rise. We will support states and communities that are investing to make their infrastructure resilient to sea level rise by creating a source of dedicated federal funding and incentives. This could include adaptation trust funds, a revolving loan fund, tax breaks and incentives, and other programs that help drive investment in planning and infrastructure to prevent flood damage.

These investments help ensure coastal tourism and property values remain strong while also spurring innovation and creating jobs. Jobs constructing infrastructure will create local employment opportunities that cannot be outsourced. As our communities adapt to sea level rise and flooding, we'll also be able to build new businesses and innovation that we can export, similar to how the Netherlands currently gains about 2% of its GDP through water-related products and services. With smart investment, America can take a leadership role in creating sea level rise solutions and bring this innovation to others around the globe.

Policies

- ▶ Support communities investing in adaptation through dedicated federal funding and incentives, which could include adaptation trust funds, revolving loan funds, tax breaks and incentives, and other funding programs
- ▶ Increase innovation grants for research into flood mitigation technology
- ▶ Facilitate the exchange of best practices among coastal communities



2 Use smart planning to keep communities safe and save taxpayer dollars

History demonstrates that proactive protection pays off. Studies have found that for every \$1 spent on pre-disaster mitigation, we save \$4 in disaster relief, along with untold heartache for affected communities. Yet the Federal Emergency Management Agency (FEMA) currently spends only a fraction of 1% of its budget on mitigation, and we have few other federal programs that incentivize these investments.

We can invest in proactive protection that saves taxpayer money and protects our coastal communities by hardwiring resilience into federal programs. We support expanding FEMA and the Department of Housing and Urban Development (HUD) pre-disaster mitigation programs and incentivizing resilience through the Department of Transportation and other programs. We can also give communities the flexibility to invest in living shoreline and other natural infrastructure solutions by making the planning and permitting more efficient. To responsibly steward taxpayer dollars, we also need one consistent flood-ready standard for all major federal infrastructure investments, so that we're making smart investments in infrastructure that is built to last.

To make smart investments, our local communities, businesses, and homeowners also need accurate information on flood risks and reliable federal FEMA flood maps. Currently, 15% of the federal FEMA flood maps we rely on have not been updated since the 1970 or 1980s, and none of the maps include sea level rise. We need to invest in updating the maps and making sure they include past and projected sea level rise so we can plan responsibly.

Policies

- ▶ Support communities investing in adaptation through dedicated federal funding and incentives, which could include adaptation trust funds, revolving loan funds, tax breaks and incentives, and other funding programs
- ▶ Increase innovation grants for research into flood mitigation technology
- ▶ Facilitate the exchange of best practices among coastal communities



When disaster strikes and the national government spends billions to rebuild, we need to build back stronger so our communities can withstand future flooding and do not keep drawing on taxpayer dollars to rebuild again and again. By creating federal standards for rebuilding that take a clear-eyed view of future risk, we can keep our citizens safe and prevent wasteful spending. We can also improve HUD, FEMA, and Small Business Administration (SBA) programs so that they allow and incentivize rebuilding to higher standards.

Policies

- ▶ Create federal resilience standards for rebuilding after hurricanes and flood damage
- ▶ Issue guidance from HUD on how the Community Development Block Grant program can be used to encourage adaptive rebuilding
- ▶ Have FEMA authorize modifications and mitigation measures to support adaptation of damaged facilities with Public Assistance funding
- ▶ Promote additional studies that evaluate high-risk areas to identify and authorize projects that will be ready for immediate federal funding under emergency congressional authorizations
- ▶ Allow the SBA Disaster Loan Program to incentivize resilient construction



Many of our military facilities currently have tidal flooding 50 times per year, and over a dozen of our military installations are on track to face flooding 100 times per year by 2050. This puts our national security and military readiness at risk. Some installations are already taking action to protect against sea level rise, but we need coordinated national action to ensure all our military installations are prepared for the future. We need the Department of Defense (DOD) to strategically prioritize adaptation plans for our installations and study the effects of sea level rise on our military readiness. Even when military installations are prepared, flooded roads leading to them can hinder servicepeople from reaching their installations to conduct their missions. The military needs more flexibility to invest in projects outside our installations to make sure servicepeople can deploy quickly to keep our country safe.

Policies

- ▶ Give the DOD the needed authority to assess the impact of sea level rise and flooding on our military installations, create adaptation plans and commence critical projects to protect our installations and maintain readiness
- ▶ Allow military services the authority to access their mission and operational funds to address sea level rise and flooding issues that directly affect their mission (i.e. roads onto installations, power grids)

Member benefits



A strong platform to advocate as part of a nonpartisan group for national solutions to sea level rise and flooding that invest in and protect our coastal communities

A forum for best practices and support in developing local and state-level responses to sea level rise flooding



Opportunities and tools to communicate with residents on sea level rise challenges and solutions, including media opportunities if you're interested

Learn more at seawallcoalition.org

RESOLUTION NO. 2017 _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA PROVIDING FOR THE TOWN TO JOIN THE SEAWALL COALITION AND SUPPORTING ITS POLICIES; AUTHORIZING THE TOWN MANAGER TO TRANSMIT THIS RESOLUTION TO THE SEAWALL COALITION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) is committed to protecting the community from sea level rise and flooding and has been working with local and regional partners to build its resiliency and to develop adaptation and mitigation strategies to address sea level rise; and

WHEREAS, the Seawall Coalition is a non-partisan group of elected officials, military groups, businesses and local leaders that have come together to unlock national solutions to sea level rise and flooding that support coastal and riverfront communities and protect our nation’s residents, economy and military installations; and

WHEREAS the Seawall Coalition advocates national coordination and solutions to address the challenges of sea level rise and flooding that invest in and protect our coastal communities, and serves as a forum for best practices and development of local and state level responses to sea level rise and flooding that will enhance the Town’s se level rise efforts; and

WHEREAS, the Town Commission finds that joining and supporting the Seawall Coalition will aid the Town’s efforts to protect and adopt strategies to mitigate sea level rise and flooding, and will promote the best interests and welfare of Town residents and property owners.

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

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

Section 2. Joinder in Seawall Coalition and Support of Policies. The Town Commission approves the Town’s joinder as a member of the Seawall Coalition and supports its polices in the mitigation and prevention of sea level rise and flooding in coastal communities.

Section 3. Authorization of Town Officials. The Town Manager is authorized to transmit this Resolution to the Seawall Coalition, and to take all actions necessary to implement the purposes of this Resolution.

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

PASSED AND ADOPTED this 13th day of December, 2017.

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:

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney



Town of Surfside Commission Communication

Agenda Item # 3I

Agenda Date: December 13, 2017

Subject: High Definition Network Managed System Upgrade

Background The existing broadcast system has been operational for over ten (10) years. The Town has conducted various system upgrades over this period including the recent replacement of Commission Chamber cameras.

Analysis: The existing nexus video system controller and server is no longer compatible with Atlantic Broadband's digital signal and servicing the existing system is no longer available due to the outdated analog equipment. The system will be upgraded to digital HD (Exhibit A).

The Town will continue to work with AT&T U-verse to have the Town's content broadcast on their network.

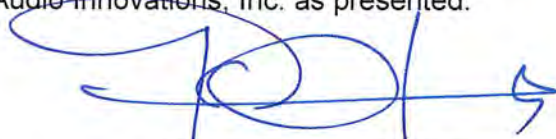
Budget: The cost of \$13,768.61 is \$1,328.61 more than the approved item in the Fiscal Year 2017/2018 budget due to the addition of installation and servicing.

Staff Impact: Existing staff would be utilized to oversee the upgrade.

Recommendation: The Administration recommends approval and seeks Town Commission authorization to execute the upgrade with Audio-Innovations, Inc. as presented.



Mayte Gamiotea, Acting Finance Director



Guillermo Olmedillo, Town Manager

AudioVisual Solutions Proposal For

TOWN OF SURFSIDE

Nexus HD Upgrade



AVI  **SPL**®

An AV and Video
Communications
Provider

AVI  **SPL**®

Audio Visual Innovations, Inc. - A wholly owned subsidiary of AVI-SPL, Inc.

772 South Military Trail
Deerfield Beach, FL 33442
(954) 938-9382
Fax: (954) 776-4772
www.avispl.com

Prepared By: Paul Wareham
Paul.Wareham@avispl.com

Proposal No: 273706-1



Executive Summary

AVI-SPL is pleased to present you with the following audiovisual solutions proposal for your project.

At AVI-SPL, we are experts in applying the industry's most advanced audiovisual technologies. We translate this expertise into value for our clients through highly-customized systems integration solutions, equipment sales and services. We are proud to serve as the industry's largest global integrator, delivering comprehensive AV technology, presentation and collaboration solutions worldwide.

With nearly 40 offices nationwide, as well as international locations in Canada, United Kingdom and Dubai, AVI-SPL's Systems Integration Division is the largest and best trained in the industry, providing custom design and installation services for meeting rooms, boardrooms and collaboration spaces, network operation centers, government commission chambers, computer classrooms and distance learning facilities. We also provide incredible audiovisual enhancements to venues such as sports stadiums, casinos, theme parks, museums and houses of worship. Our portfolio also includes more than 40 professional sports stadiums and arena installations.

As part of our many levels of differentiation when compared to our competitors, large and small, is AVI-SPL's commitment to the professional development of our engineering technical staff. We accomplish this by holding our staff accountable to the highest quality solutions delivery standards that we reinforce through ongoing and consistent training.

In addition, we have established an open feedback loop with our customers and partners to continuously assess and identify the best technology and solutions.

We have applied this experience and expertise to build this custom proposal. This proposal document is based on our understanding of your specific needs and business objectives and includes a summary of the solution elements, installation requirements, investment summary and terms and conditions.

We would like to thank you for considering AVI-SPL for your project.

The AVI-SPL Process

AVI-SPL has developed a comprehensive integration process designed to meet our customer expectations. Our process begins with system design and carries through to post-installation training to ensure technology adoption. Our goal at AVI-SPL is to work with you every step of the way to ensure that your project is completed within scope, on schedule and within budget.

Proposal and Systems Design

AVI-SPL will conduct an initial detailed consultation and needs analysis with key customer stakeholders to gain a thorough understanding of needs, objectives and success criteria. This information is used to develop a proposed system solution for acceptance. This step provides Account Management and applicable Engineering Design support the ability to design a technically sound and functional solution where we will:

- Verify initial design concepts through examination of the desired capabilities, architectural and environmental considerations.
- Define scope of work criteria.
- Select the appropriate equipment, hardware and software to allow system design performance.
- Provide any value engineering and performance enhancement recommendations.

The result of the proposal and systems design phase is a system designed specifically to meet the requirements that are unique to your application.

AVI-SPL Project Delivery Process Flow

Upon award, the project is turned over to the AVI-SPL Project Integration Team. This phase is critical in ensuring a seamless integration of the specified system. During project delivery, the AVI-SPL System Integration (SIG) Operations Workflow contains distinct process steps start to finish upon award as noted below.

During project delivery AVI-SPL will (as applicable to the specific project):

- Complete internal and external kick off requirements to review:
 - Scope of Work and Design
 - Contract Parameters, including Terms and Conditions
 - Stakeholder Reporting and Communication
 - Schedule (including all WBS project tasks and timelines)
 - Submittal requirements
 - Procurement Plan
 - Risk Identifiers
 - Site Safety and Security
 - Change Management Procedures
 - Acceptance Test Plan Parameters
- Create all final construction/field coordination requirements including:
 - Floor, reflected ceiling, riser diagrams and furniture requirements.
 - AV Design drawings including audio/video/control signal flow and equipment rack elevations.
- Provide a user interface design requiring client sign off; this is a critical project success factor without it additional charges may apply.
- Create the source code for the system based on the design as agreed upon.
- Test and Commission AV systems in AVI-SPL shop, based upon acceptance test plan parameters.

- Complete all field installation of cable and equipment, based on project scope and schedule requirements.
- Test and Commission the completed system in the field, based upon acceptance test plan parameters.
- Document and address any punch list items, upon client inspection, following final commissioning.
- Demonstrate full operation of the system to the Customer and train the Customer support staff on the proper use, care and basic troubleshooting of the systems provided.
- Provide final close out (as-built) documentation including:
 - As-Built Drawings
 - Final Acceptance Test Plan Document
 - Programming Source Code
 - Project Serial Numbers and Equipment information
- Acquire the applicable sign off on system for final invoicing and start of the applicable service term.

During project delivery the Customer will:

- Adhere to any client required tasks/milestones as noted in the agreed to project schedule.
- Coordinate with AVI-SPL regarding any network requirements and information.
- Provide any and all the Customer logos and specific color requirements for the control system user interface.
- Sign-off on the user interface design.
- Upon completion of the system installation and testing, inspect the system and provide conditional and/or final acceptance of the system, based upon the agreed upon scope of work.
- Provide final sign off of the system upon completion.

Project Coordination and Site Installation:

AVI-SPL will designate a Project Manager, who will be the main contact for directing and managing all project coordination with all project stakeholders; both externally and internal to the AVI-SPL project team.

The AVI-SPL Project Manager is responsible for attending project calls/ meetings for the project duration and consistent communication. AVI-SPL is committed to keeping you informed from the beginning to the end of your project. Initial communication will include contact information and organization of the AVI-SPL team that will be working with you. Shortly thereafter, you will begin receiving project status reports from the technical project team member responsible for routine contact throughout the entire project.

The onsite installation effort is coordinated by the Project Manager and Lead Installer. The Lead Installer will be on site directing the installation teams. Prior to delivery and installation of pre-assembled systems, AVI-SPL will field verify conformance of installed cabling and other conditions necessary to assure efficient integration of systems and devices. The Project Manager will determine the correct resources required for the specific installation tasks. In cases where AVI-SPL will utilize vetted and approved subcontractors on the project, the Project Manager and Lead Install provides proper supervision to ensure policies and procedures are being adhered to.

All installation work is thoroughly checked prior to 'turn on'. Errors or problems are corrected as detected and all equipment is adjusted for optimal performance in accord with the project specifications. By adhering to strict engineering policies and standards, the final punch list for projects of this type is typically limited to just a few items.

- Adherence to our quality assurance program.
- Installation of fully tested and "burned in" electronic hardware.
- Termination into fully tested and verified cabling and far end connections.

- Correcting site specific problems as they are detected.

The Customer shall provide an environment that is 'clean and ready' to receive the equipment and services described herein. The environment shall be secure and free of dust, debris and conditions that might prove detrimental to the equipment provided or personnel on site.

Customer required or provided items (Owner Furnished Equipment - "OFE") and client required scope are detailed in this proposal. Any charges for return trips required of AVI-SPL based on insufficient or incomplete client milestones/deliverables will be the responsibility of the Customer.

The Customer must provide an internal IT contact to assist with any network coordination where required.

Change Management

The AVI-SPL change management process provides a mechanism for changes to the agreed upon scope of work of the project. Change requests can be initiated by authorized client requestors to the Project Manager of record at any time. Unless otherwise indicated, the AVI-SPL Change Management Process includes the following stages:

- Client requests a specific change
- AVI-SPL reviews change request compared to approved Scope of Work for potential impact of:
 - Budget
 - Schedule / Time
 - Programming / Function
- AVI-SPL provides written change order response / proposal
- Client executes approval of proposed change order
 - A formal change to contract / purchase order (if applicable) required.
- AVI-SPL proceeds with applicable performance requirements of change order (equipment order, resource time and appropriate scheduling)

All change requests must be made in writing or discussed with the Project Manager of record by the Customer (or client representative with authority to approve changes of agreed upon scope of work) for review and impact considerations. Written authorization to proceed, which may include formal changes to the contract or purchase order, must be provided to AVI-SPL prior to the release of any resources, time or equipment acquisition for a requested change order.

Project Managers may also leverage the change management process to notify the Customer of necessary change in system components or design if required.

Training, System Turnover and Project Completion

An integral part of the delivered system is user training. AVI-SPL is committed to providing you with clear and concise instructions on the use of each system. Training and associated documentation will provide operational and maintenance personnel with information to support the daily use of the system. This training will consist of demonstration, instruction and hands-on experience with each system.

System Turnover will occur when all user training has been completed and the users have obtained beneficial use of the systems. At this point, AVI-SPL will request client sign off on the provided systems. Conditional Project Sign-Off will apply if outstanding punch list items exist. AVI-SPL will set forth a plan to address these items accordingly.

Project Completion will occur when all outstanding punch list items are complete and all As-Built documentation has been provided to the Customer in the decided upon delivery method including; Project drawings, functional system diagrams, applicable equipment lists, back up control system and DSP code. At this time, Final Project Sign-Off will be requested.

Customer Care Services

AVI-SPL's Customer Care Service Programs help Customers achieve maximum return-on-investment for installed collaboration technology investments. With the industry's largest technical help desk, flexible service levels, global field support, and more than thirty years' experience with over 700 manufacturer technologies – AVI-SPL has a support solution to meet a variety of needs and budgets. AVI-SPL illustrates its commitment to service excellence by delivering its support in accordance with ITIL best practices, managing formal customer satisfaction programs, articulating and measuring performance to defined service objectives, and committing to continuous service improvement.

Customer Care Service Programs offer unlimited access to the AVI-SPL Help Desk. Whether engaging with an end user of the technology or a collaborations systems administrator, the Help Desk personnel are trained to provide the appropriate experience. AVI-SPL understands that support needs vary by technology, location, or even room. Customer Care support options can be tailored to fit these specific needs. The following table summarizes AVI-SPL's primary offers:

Customer Care Support Features	Office Warranty	T&M Only	Preferred	Preferred On-site	Exclusive On-site
24x7 Global Help Desk Support	✓	Billable	✓	✓	✓
Web Portal Access	✓	✓	✓	✓	✓
Service Level Guarantee (see SLA by type)	None	None	✓	✓	✓
Onsite Tech Dispatch	✓ Included as required	Billable at non-contract rates	Billable at reduced contract rates	✓ Unlimited	✓ Unlimited
Assigned Service Management	Not available	Not available	Not Available	Not Available	✓
Available Terms	90 Days	None	1 or 3 year	1 or 3 year	1 or 3 year
In Manufacturer Warranty Support	✓	✓	✓	✓	✓
Out of Manufacturer Warranty Support	Billable	Billable	Billable	Billable	Billable
Consumables Replacement	Billable	Billable	Billable	Billable	Billable

Table 1: Advanced parts replacement and warranty repair subject to manufacturer's policies and programs

90-Day Office Warranty

All projects performed by AVI-SPL are provided a standard 90-day warranty on all workmanship from date of project completion. 90-Day Office Warranties cover any defects in the installation or craftsmanship portion of a professional audio visual (ProAV) integration project. Details of 90-Day Office Warranties include:

- **Warranty Parts Repair/Replacement:** Some equipment may be repairable or replaced under the manufacturer's Warranty policy. The local AVI-SPL office responsible for the project will assist the customer to arrange return of the defective equipment to the manufacturer for service/replacement. Components and materials carry the manufacturer's warranty
- **On-site Service/Response:** An AVI-SPL service technician will be scheduled to be dispatched from the local AVI-SPL office to the Customer location once a problem has been reported to the AVI-SPL Help Desk or to the local AVI-SPL office responsible for the project.
- **On-site & Remote (phone) Support** is covered during normal business Hrs. (M-F, 8A-5P, excluding holidays)
- 90-Day Office Warranties are maintained by the local AVI-SPL office



Time & Materials Only – Upon the expiration of the 90-Day Office Warranty, remote technical phone support services and web portal access are still available but do not include a service level guarantee. If escalated to a remote specialist for advanced support, additional non-contract specialist support hourly time and materials charges apply. Any required onsite technical dispatch will be billed at standard non-contract time and materials rates. Out of manufacturer warranty support and consumables replacement are subject to additional billing.

Customer Care Preferred – Provides remote technical phone support services, facilitation of manufacturer repair or replacement programs, and access to manufacturer published software updates and upgrades for covered assets. Also includes access to an online portal for incident reporting and annual business reviews. Remote technical phone support services are available 24x7x365. Onsite Field Technician dispatch services are optional and billable.

Customer Care Preferred Onsite – In addition to all items covered in Preferred, also includes Onsite Field Technician dispatch services available Monday through Friday from 8 AM to 5 PM local standard time excluding AVI-SPL published holidays.

Customer Care Exclusive Onsite – In addition to all items covered in Preferred Onsite, Exclusive On-site provides advanced support services for all covered assets including assigned Customer Service Manager, direct access to Tier II phone support services, proactive version control, configuration change management support, equipment re-location support, advanced account reporting, trend analysis, quarterly account reviews and up to two (2) hours of remote device administrator training for covered assets. **Requires all covered assets be covered at as part of the Customer Care Exclusive program.**

The Support Process

To ensure your need for assistance is resolved as quickly as possible, we follow a process that tracks calls and guides them through steps that lead to a successful resolution. Below is our three-tier process:

Tier 1 Help Desk		
<ul style="list-style-type: none"> Log Call & Identify Coverage Level Check equipment for status/errors Perform diagnostics Adjust settings as required Escalate to Tier 2 if required 	Tier 2 Help Desk	
	<ul style="list-style-type: none"> Perform root cause diagnostic Attempt Remote Repair Order replacement components (if applicable) Schedule parts delivery Dispatch Technician Escalate to Level 3 if required 	Tier 3 Help Desk
		<ul style="list-style-type: none"> Escalate to Manufacturer Work with Manufacturer Implement Fix Close Case

AVI-SPL will provide an Average Speed of Answer (ASA) of 60 seconds for support calls and will respond to email or web portal-originated service requests within four (4) hours Monday through Friday, 8 AM to 5 PM local standard time excluding AVI-SPL published holidays.

When applicable, AVI-SPL will provide a two business day onsite response following the Help Desk’s determination that a dispatch is required for incident remediation. All onsite activity will be scheduled Monday through Friday, 8 AM to 5 PM local standard time excluding AVI-SPL published holidays.



Optional Services

Preventative Maintenance Visits

As a complementary option to its primary offers, Preventative Maintenance Visits offer the comfort of knowing installed technology is professionally maintained to ensure equipment runs as smoothly and effectively as when it was first installed. Preventative Maintenance Visits include onsite field technicians to perform regular testing, cleaning and configuration validation based on a best practice preventative care regiment keeping systems in optimal operating condition. Visits can be scheduled on a Quarterly, Bi-Annual, or Annual basis with scheduling flexibility on a room-by-room basis. All preventative maintenance visits are coordinated with local contacts to ensure maintenance activity does not interfere with scheduled use of the space. Each visit includes a standard preventative maintenance checklist, documentation of completion and recommendations where field technicians observe opportunity to enhance reliability, features, security or ensure configuration standards compliance.

Third Party Call Consolidation Services

Third Party Call Consolidation Services are an optional add-on service. This service provides consolidated remote technical phone support services, third-party incident management and ticketing services for covered assets. Third party contract information and / or Letter of Agency are required to enable AVI-SPL to act on Customer's behalf.



Investment Summary

Prepared For:	JOSE FELIZ
	TOWN OF SURFSIDE
	9293 Harding Avenue
	Surfside, FL 33154

Prepared By:	Paul Wareham
Date Prepared:	10/16/2017
Proposal #:	273706-1
Valid Until:	12/16/2017

Total Equipment Cost	\$11,172.32
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Includes cable, connectors, hardware, switches, relays, terminal blocks, panels, etc., to ensure a complete and operational system

Professional Integration Services	\$1,840.00
------------------------------------------	-------------------

Includes: Engineering, project management, CAD, on-site installation and wiring, coordination and supervision, testing, checkout, owner training, etc. performed on the Owner's premises. Also includes all fabrication, modification, assembly, rack wiring, programming, warranties, etc., some performed at AVI-SPL

Direct Costs	\$0.00
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Includes: Non equipment or labor costs such as travel expenses, per diem, lift and vehicle rentals.

General & Administrative	\$357.29
-------------------------------------	-----------------

Includes all G & A expenses: bonds, vehicle mileage, shipping & insurance

Maintenance Services	\$399.00
-----------------------------	-----------------

Includes room maintenance services and/or customer care hardware and software maintenance services as described in "Room Summary".

Subtotal	\$13,768.61
Tax	Exempt (*)
Total	\$13,768.61

* Exemption from sales tax will be recognized only after a valid sales tax exemption certificate or other appropriate documentation of exemption has been provided to and approved by AVI-SPL; otherwise all applicable sales taxes will apply.

Purchase orders should be addressed to Audio Visual Innovations.

Signed _____

Printed _____

Date _____

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Room Summary

Prepared For:	JOSE FELIZ
	TOWN OF SURFSIDE
	9293 Harding Avenue
	Surfside, FL 33154

Prepared By:	Paul Wareham
Date Prepared:	10/16/2017
Proposal #:	273706-1
Room Name:	CHAMBERS CONTROL ROOM
Valid Until:	12/16/2017

Equipment List

Mfg	Model	Description	Qty	Unit Price	Extended Price
LEIGHTRONIX	LEIULTRANEXUSHDX2	NETWORK MANAGED HD/SD VIDEO SYSTEM CONTROLLER & SERVER	1	\$9,995.45	\$9,995.45
LEIGHTRONIX	LEILGXWFT	ON LINE TRAINING AND SERVER SET UP	2	\$127.78	\$255.56
BLACK MAGIC DESIGN USA	BLABMDCONVMBSH	CONVERTER, MINI, SDI TO HDMI	1	\$173.33	\$173.33
BLACK MAGIC DESIGN USA	BLACONVMBHS2	MINI CONVERTER HDMI TO SDI 2	1	\$173.33	\$173.33
Total					\$10,597.67

Room Maintenance Services

	Price
One Year - Customer Care Preferred	\$399.00
Equipment Total	\$10,597.67
Installation Materials	\$574.65
Professional Services	\$1,840.00
Direct Costs	\$0.00
General & Administrative	\$357.29
Maintenance Services	\$399.00
Subtotal	\$13,768.61
Tax	Exempt
Total	\$13,768.61

Purchase orders should be addressed to Audio Visual Innovations.

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Integration Inclusions & Exclusions

Inclusions

The following items are INCLUDED in the project scope of work:

- All equipment, wire and accessories required for a fully functional audio and video system.
- Non-union labor associated with turnkey engineering, installation, programming, testing and training.
- Documentation package including as-built system CAD diagrams and Manufacturer's Operation manuals.
- Coordination and cooperation with the construction team in regards to installing the system.
- User training on system operation.

Any additional trips, labor or materials due to failure of the other work forces to have the audiovisual system rough-in work completed as anticipated and previously confirmed, will be added to the project billing as required.

Where applicable, the owner's architect will provide AVI-SPL's engineering department with all required architectural floor, reflected ceiling, building elevation, and section plans in AutoCAD® format at no charge to AVI-SPL.

Exclusions

- All conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, etc. Any related electrical work including but not limited to 110VAC, conduit, core drilling, raceway and boxes.
- Voice/data cabling, IE analogue phone lines, ISDN lines, network ports, etc.
- Network connectivity, routing, switching and port configuration necessary to support audiovisual equipment
- Concrete saw cutting and/or core drilling
- Fire wall, ceiling, roof and floor penetration, patching, removal or fire stopping
- Necessary sheet rock replacement, ceiling tile, T-bar replacement and/or repair
- Any and all millwork (moldings, trim, etc.). All millwork or modifications to project millwork to accommodate the AV equipment is to be provided by others, unless otherwise noted in this proposal
- Painting, patching or finishing of architectural surfaces
- Permits (unless specifically provided for elsewhere in the contract)
- HVAC and plumbing relocation
- Rough-in, bracing, framing or finish trim carpentry for installation
- Cutting, structural welding, or reinforcement of structural steel members required for support of assemblies, if required
- Owner furnished equipment or equipment by others that is integrated into the systems (as described above) is assumed to be current, industry acceptable and in good working order. If it is determined that this equipment is faulty upon installation, additional project charges may be incurred
- Additional costs for union labor are not included, unless specifically identified within this document.

General Terms and Conditions

1. Applicability of Terms

These General Terms and Conditions, including any addenda attached hereto, together with the Customer Care Service Agreement (“Service Agreement”) and Software License Agreement (“Software License”) attached hereto and incorporated herein by this reference (collectively, the “Terms and Conditions”) are the only terms which govern the sale of the equipment and any related software (“Products”) and services (“Services”) contained in the accompanying audiovisual solutions proposal (the “Proposal”) by Audio Visual Innovations, Inc./Signal Perfection, Ltd. (“Company”) to Buyer.

The Terms and Conditions and the Proposal (collectively, the “Agreement”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of a conflict between these General Terms and Conditions and the Service Agreement, the Service Agreement shall prevail. In the event of a conflict between these General Terms and Conditions and an addendum attached hereto, the addendum shall prevail. In the event of a conflict between these General Terms and Conditions and any of the other documents constituting the Agreement, these General Terms and Conditions shall prevail unless expressly provided otherwise herein. Notwithstanding anything herein to the contrary, if a master services agreement signed by both parties is in effect covering the sale of the Products and Services covered hereby, the terms and conditions of said agreement shall prevail to the extent they are inconsistent with these Terms and Conditions.

2. Acceptance of Terms

This Agreement shall not be binding upon the Company until signed by the Buyer and accepted in writing by a duly authorized representative of the Company. Any modification, addition to, or waiver of any of this Agreement shall not be effective unless in writing and signed by an authorized representative of the Company, and any different or conflicting terms appearing in Buyer’s purchase order or other documents are expressly rejected by Company. Buyer’s receipt of the Products/Services shall constitute assent to this Agreement. No relaxation, forbearance or indulgence by the Company in enforcing any of the terms and conditions of this Agreement or the granting of any time to any other party shall prejudice or restrict the rights and powers of the Company hereunder, nor shall waiver of any breach hereof operate as a waiver of any subsequent or continuing breach hereof.

3. Delivery

The Company will use its best efforts to deliver the Products in accordance with the Buyer requested delivery date subject to receipt of all necessary information from Buyer. Shipping dates are approximate only, and the Company shall not be liable for delays or for failure to manufacture due to causes beyond its reasonable control or due to compliance with any government regulations.

Any delay shall extend delivery dates to the extent caused thereby. Buyer shall reimburse the Company its additional expenses resulting from any Buyer-caused delay. When delivery of the Products is delayed at the request of the Buyer and the Products have already been shipped to the Company, the Company will place the Products in storage and the Company will immediately invoice the Buyer 70% of the price, which will be promptly paid. The Buyer shall have no right to cancel or rescind this Agreement by reason of an excusable delay as defined herein, and shall accept

such delayed performance by the Company. The Buyer’s receipt of the Products shall constitute a waiver of any claims for delay.

4. Payment Terms

Unless otherwise specified herein, the total contract price shall be paid as follows: 50% down payment at time of order, 40% upon delivery at Company; 10% upon completion or first beneficial use, payable net 30 from receipt of invoice. Unless otherwise specified, Products are sold F.O.B. origin-Buyer to pay all shipping charges. If this Proposal covers Products or Services for more than one system, room, suite, or location, for purposes of payment in accordance with payment terms stated on the face hereof each room, suite, or location shall be treated as if the subject of a separate sale and payment made accordingly. Company shall not be liable for failures of or delays in manufacture, delivery or installation resulting from any cause or causes beyond its reasonable control.

5. Buyer In Arrears Or Default

In the event Buyer is in arrears with any payment whatsoever due from it to the Company at any time whatever, whether in respect of the purchase price or any other amount due from the Buyer to the Company under the terms of this Agreement, the amount in arrears shall bear interest at three (3) percent above the prime rate prevailing at the principal New York branch of Chase Manhattan Bank as from the date each amount falls due, pending actual payment thereof in full, without prejudice to any relief and remedy available to the Company. In the event of Buyer’s default, the Company may, without notice, peaceably enter any premises in which the Products are located and remove, hold and sell them in accordance with applicable law, to satisfy in whole or in part Buyer’s obligations.

6. Title, Risk of Loss

Title to the Products shall pass to Buyer upon delivery, subject to the Software License (if applicable) and a purchase money security interest retained by the Company in the Products sold and the proceeds thereof until payment of all amounts then due to the Company. The Company shall be entitled to remove the Products from the Buyer’s premises if all payments are not made when due. Buyer agrees to cooperate with Company in the execution and filing of financing statements under the Uniform Commercial Code or other documents as the Company requests to protect its security interest. Risk of loss or damage to the Products or any part thereof shall pass to the Buyer upon delivery.

7. Installation & Site Preparation

Installation (field assembly, interconnection, equipment calibration and checkout) is to be performed by the Company’s trained technical employees. The Company shall be entitled to employ sub-contractors and/or agents to assist in or carry out, in whole or in part, the installation. In the event installation by Company employees is prevented by trade unions, the Buyer shall arrange with the trade unions at its own expense to complete installation. The Company is thereafter liable only for engineering supervision of installation.

The Company shall coordinate and cooperate with other trades to facilitate satisfactory work progress. If the Company’s work in progress is impeded by other trades and/or contractors (excluding the Company’s own subcontractors) or by scheduling delays due to the Buyer, time delays in the final installation as well as additional charges including labor, travel and reasonable expenses may result.



The Buyer shall be responsible for preparing, at its own expense, the installation site in accordance with the Company's instructions, including the requirements specified in the Proposal. In no event shall the Company be responsible for any high voltage electrical work, ceiling modifications, structural modifications, or mechanical systems modifications. Unless otherwise specified, Buyer shall provide the Company with source code for any non-Company programmed remote control system required to be modified under the terms of this Agreement.

8. Installation & Site Preparation (Continued)

The Buyer shall provide the Company with reasonable access to the installation site before delivery, for purposes of determining site readiness for installation, and shall designate an individual on Buyer's staff to serve as a contact person for all site preparation and installation issues. Buyer shall provide the Company with free access to the installation site for the purpose of preparation for installation. The Buyer shall indemnify the Company against any loss, damage or claim arising out of the condition of the storage and installation premises.

Buyer shall obtain at its expense and keep effective all permissions, licenses, and permits whenever required in connection with the installation and/or use of the Products and the premises where the Products shall be situated.

9a. Warranty

In the event the Products are in any way misused or altered or repaired by someone other than a representative of the Company, which within the sole judgment of the Company results in an adverse effect, including effects upon performance or reliability of the Products, the warranty and the Company's obligations hereunder shall terminate without notice to Buyer.

9b. Warranty Service

Unless Buyer has purchased a Service Program (as defined in the Customer Care Service Agreement) providing for a longer period of warranty coverage, each installation/system carries a standard ninety-day warranty covering defects in the installation portion of the sale. Components and materials carry the manufacturer's warranty as described below, which may be greater than the ninety-day period listed above. The Company will attempt to reply to warranty service requests received from Buyer prior to 1:00 p.m. within forty-eight hours. In the event service is provided outside of normal working hours, Buyer will be charged for any overtime hours in accordance with the Company's then- standard policy on overtime rates. Normal working hours are 9 a.m. to 5 p.m., Monday through Friday, excluding legal holidays.

10. Limitations Of Warranty – Products Of Others

Unless otherwise specified, no warranty whatsoever is provided by the Company hereunder as to Products manufactured by anyone other than the Company, including but not limited to, cables, lamps, batteries, glassware, and evacuated devices (including valve, cathode ray tubes, and other special electron tubes).

The Company's sole obligation with respect to any material or part identified in the Proposal, literature, or specifications furnished to the Buyer as manufactured or supplied by others, shall be to pass on to the Buyer the applicable manufacturer's warranties, if any.

11. Buyer Responsibilities

Buyer or any user of the Products shall (i) notify the Company as soon as any unusual operating peculiarity appears, and (ii) operate the Products in a safe and competent manner in strict compliance with established safety operating procedures and applicable laws and government regulations. In the event the Buyer or any user of the Products fails to comply with any of the above-stated conditions, the Company's warranties and its obligations hereunder shall terminate without notice to Buyer.

12. Limitation Of Liability

The foregoing warranties are exclusive and in lieu of all other warranties, whether written or oral, implied or statutory. No implied warranty of merchantability or fitness for a particular purpose shall apply; in no event will the Company be liable for any damages, other than the allocable charges paid by the Buyer for the Products, whether direct, indirect, special, incidental or consequential, arising from any warranty claims.

13. Taxes

Any and all taxes levied or based on the prices in this Agreement, or the Products/Services being sold hereunder, exclusive of any taxes based on net income, shall be added to the selling prices set forth in the Proposal; otherwise, the Buyer shall provide the Company with a tax exempt certificate acceptable to the taxing authorities.

14. Choice Of Law And Severability

This Agreement shall be interpreted in accordance with and governed in all respects by the laws of the State of Florida without giving effect to its conflict of law rules. Venue shall be Hillsborough County, Florida. Should any provision of this Agreement be found invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other provision contained herein. In the event of litigation relating to the subject matter of this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

15. Restocking Fees

In the event Buyer wishes to return any Products based on reasons outside of the Company's control, Buyer agrees to pay any and all restocking fees.

16. General

The Proposal shall be firm for the period shown on the face hereof, subject to withdrawal or change by the Company upon notice at any time prior to acceptance of an order.

Buyer Acceptance of General Terms and Conditions

Signed Name

Client

Printed Name

Date

Customer Care Service Agreement

1. Applicability of this Service Agreement.

This Service Agreement together with the General Terms and Conditions and, if applicable, the Software License set forth the terms and conditions pursuant to which Audio Visual Innovations, Inc./Signal Perfection, Ltd. ("AVI-SPL") will provide Services and related Products to its end user customers ("Customer", "You" or "Your") based upon such Service Programs which Customer has purchased from AVI-SPL.

This Service Agreement applies to the Services being provided under a Service Program.

By submitting a purchase order for Services provided under a Service Program to AVI-SPL, Customer agrees to be bound by this Service Agreement. Unless otherwise agreed in writing by AVI-SPL, no other terms and conditions endorsed upon, delivered with or contained in an end user's purchase order, or in any other similar document, will amend, or vary the provisions of this Service Agreement.

2. Definitions.

In this Service Agreement, the following terms shall have the following meanings. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the General Terms and Conditions.

- 2.1. **"Products"** means equipment and software generally made available in the marketplace.
- 2.2. **"Manufacturer"** means an entity that produces equipment and/or Software.
- 2.3. **"Services"** means the AVI-SPL branded services provided under a relevant Service Program.
- 2.4. **"Service Program"** means those pre-packaged service programs as described in Section 3 of this Service Agreement.
- 2.5. **"Software"** means programs or applications developed, installed or released by the manufacturer or third party integrator to control the function of a device, feature or function.
- 2.6. **"Software Options"** means optional functionality or features of Software that may be selected at the time of purchase or at a later time, and for which AVI-SPL or Manufacturer charges separately.
- 2.7. **"Update"** means Software for which AVI-SPL or the Manufacturer has provided fixes or minor revisions to correct errors or defects in the existing operation of the Software in accordance with the published Product specifications, and which is limited to those updates that AVI-SPL or Manufacturer generally provides to its support Services customers at no charge. Updates do not include Upgrades or Software Options.
- 2.8. **"Upgrade"** means new releases of the Software which contains enhancements improving the functionality or capabilities of the Software, which AVI-SPL or Manufacturer may make available to its support Services customers. Upgrades do not include Software Options.

3. Covered Services.

- **Customer Care Preferred** - provides remote technical phone support services, facilitation of manufacturer repair or replacement programs, and access to manufacturer published software updates and upgrades for covered assets. Also includes access to an online portal for incident reporting and annual business reviews. Remote technical phone support services are available 7x24.
- **Customer Care Preferred Onsite** - provides remote technical phone support services, facilitation of manufacturer repair or replacement programs with onsite Field Technician dispatch, and access to manufacturer published software updates and upgrades for covered assets. Also includes access to an online portal for incident reporting and annual business reviews. Remote technical phone support services are available 7x24. Onsite Field Technician dispatch are available Monday through Friday from 8 AM to 5 PM local standard time excluding AVI-SPL published holidays.



- Customer Care Exclusive Onsite – provides advanced support services for all covered assets including 7x24 remote technical phone support services, assigned Customer Service Manager, direct access to Tier II phone support services, proactive version control, configuration change management support, equipment re-location support, advanced account reporting, trend analysis, quarterly account reviews and up to two (2) hours of remote device administrator training for covered assets. Requires all covered assets be covered at as part of the Customer Care Exclusive program. Underlying Maintenance support may vary in Service Level by location. Onsite Field Technician dispatch are available Monday through Friday from 8 AM to 5 PM local standard time excluding AVI-SPL published holidays.
- First Call Consolidation Services – provides consolidated remote technical phone support services, third-party incident management and ticketing services for covered assets. Third party contract information and / or Letter of Agency are required to enable AVI-SPL to act on Customer’s behalf.
- Preventative Maintenance - provides scheduled onsite Field Technicians to perform operational health testing of covered assets, routine maintenance tasks such as cleaning, alignment adjustments, log reviews, and remediation of identified problems. Consumables such as filters, bulbs and batteries will be replaced and chargeable at additional fee. Preventative Maintenance visits are scheduled Monday through Friday from 8 AM to 5 PM local standard time excluding AVI-SPL published holidays according to the following schedule based on the number of Preventative Maintenance visits elected:
 - Quantity 4 – Quarterly visits – scheduled in 3 month intervals
 - Quantity 2 – Bi-Annual visits – scheduled in 6 month intervals
 - Quantity 1 – Annual visit – scheduled anytime within the contract term

Unscheduled Preventative Maintenance visits expire 30 days into the next scheduled interval within the contract term. Unscheduled annual visits expire at contract expiration.

4. Services; Orders.

In order to receive Services under a Service Program pursuant to this Service Agreement, you must submit a purchase order or valid credit card to AVI-SPL for a validly quoted Service Program. Purchase orders must refer to AVI-SPL quote identification number. A valid AVI-SPL quote will contain the following information for each covered asset listed on the purchase order: **(i)** the Service Program you are purchasing; **(ii)** the model (and serial number for renewals of Service Programs only) of the applicable Products; **(iii)** the appropriate pricing information; **(iv)** the site location(s) of covered assets and **(v)** the Service Period (if applicable). Following order acceptance customer agrees to provide a contact name, contact email address, and telephone number at the location (if applicable).

AVI-SPL will determine the pricing and payment terms associated with any Service Program which you purchase. All orders are subject to acceptance by AVI-SPL, and no obligation, including a purchase order, shall be binding on AVI-SPL unless and until such order is accepted by AVI-SPL, or, if earlier, Services are provided to Customer. Please note that only those Products listed on a valid quotation applicable to your purchase order will be covered by Service Programs under this Service Agreement. Any optional services for a Service Program available to Customers for an additional fee will be invoiced separately with payment terms as specified within such Service Program.

5. Service Period.

The initial period of any Service Program purchased hereunder (the “Initial Service Period”), shall commence on the date AVI-SPL accepts an Order, or such other date as specified on the applicable Order and accepted by AVI-SPL, and shall continue twelve (12) months therefrom, or such other period of time as specified on the applicable Order and accepted by AVI-SPL.

This Service Agreement shall automatically renew for successive periods of equal length and, with the exception of moderate price increases as described herein, under the same terms and conditions as the Initial Service Period (“Renewal Service Period”) unless either party gives the other written notice of termination no less than thirty (30) days prior to expiration of the then-current Initial or Renewal Service Period.

Prior to the commencement of any successive renewal period, AVI-SPL reserves the right to increase the price of the applicable Service Program for the duration of the successive renewal term in an amount not to exceed five (5%) percent of the Order price for the then-current Initial or Renewal Service Period. In the event the price increase exceeds five (5%) percent, AVI-SPL shall issue a new quote to Customer for approval prior to the commencement of the successive renewal period.



6. Service Activation.

For new equipment purchase: Service coverage will begin 30 days from the date of shipment from the manufacturer’s warehouse or upon installation, whichever is sooner unless otherwise specified.

For existing equipment coverage: Service coverage will begin immediately upon receipt of an authorized purchase order or payment in full, if required by AVI-SPL. If equipment was not under an AVI-SPL or manufacturer’s support contract for an extended period of time, AVI-SPL and / or the manufacturer may require a recertification fee and / or inspection of the equipment prior to AVI-SPL being able to support or being able to receive manufacturer support and replacement parts / software for the equipment. The recertification costs and any repairs required by AVI-SPL to certify a room and / or to meet the manufacturer specifications is the responsibility of the customer and are not covered under the agreement unless specifically noted in the Service Program.

7. Services Availability.

Remote Technical Phone Support Services will be provided on a 7x24x365 basis.

Onsite Field Technician Dispatch Services: Unless otherwise provided in any Service Program, Services will be provided Monday through Friday from 8 AM to 5 PM local standard time excluding AVI-SPL published holidays.

8. Software Updates, Upgrades and Options.

For Software covered under a Service Program, you will receive Updates and / or Upgrades as specified in the applicable Service Program description. For the latest Updates and Upgrades available for your Software, if any, please contact the AVI-SPL Help Desk. Updates are provided on a fix or fail basis. That is, to obtain an available Update the customer must call AVI-SPL to report a specific customer product failure (identified by Product serial number) exhibiting a problem, which the Update corrects. AVI-SPL will configure the Update according to the Software record of the registered Product.

9. Replacement Parts.

Replacement parts provided pursuant to a Service Program will be either new parts or parts equivalent in performance to new parts when used with the Product, and are warranted for ninety (90) days from shipment or the remainder of the initial warranty period, whichever is longer. Parts removed from Products for replacement will become the property of AVI-SPL or the Manufacturer, and if replaced by the Customer must be received back to the local AVI-SPL service facility (as the same is listed on the pre-addressed return package provided by AVI-SPL) within five (5) business days of receipt of the replacement part, or you will be invoiced the full list price for the replaced part.

- 9.1. Warranty Parts Repair / Replacement: Some equipment may be repairable or replaced at no charge under the manufacturer’s Warranty policy. Labor for onsite installation of parts covered under manufacturer warranty may be subject to AVI-SPL Time and Material labor fees. The Help Desk will assist the customer to arrange return of the defective equipment to the manufacturer for service/replacement.
- 9.2. Advanced Parts Replacement: Specific to videoconferencing equipment available with advanced parts replacement from the manufacturer; some equipment may be eligible for an Advanced Replacement program. In these instances, upon determination of a part requiring replacement by the Help Desk technician, a replacement part will be delivered to the customer location. Return of the defective product is required by the Customer under the conditions defined under the Terms and Conditions of Service.

10. Service Level Agreement.

AVI-SPL will provide an Average Speed of Answer (ASA) of 60 seconds for support calls placed to its help desk Monday through Friday, 8 AM to 5 PM local standard time excluding AVI-SPL published holidays.

AVI-SPL will respond to new service requests made via email or web portal within four (4) hours with case assignment notification Monday through Friday, 8 AM to 5 PM local standard time excluding AVI-SPL published holidays.

When applicable, AVI-SPL will provide a two business day onsite response pursuant to the Help Desk's determination that a dispatch is required for incident remediation. This service level may be impacted by room availability and the requirement for replacement parts. All onsite activity will be scheduled Monday through Friday, 8 AM to 5 PM local standard time excluding AVI-SPL published holidays.

When a case is opened, the Help Desk will classify the case in accordance with the following incident priority classifications:

- P1: Critical – System outage equipment or room system fully non-functional
- P2: Major – System impaired but operational quality or features diminished
- P3: Minor – System operational with acceptable quality features are diminished
- P4: Informational – End User "How To" inquiry, request for configuration modification

11. Service Program Exclusions.

Unless otherwise specified, Service Programs do not cover any of the following: **(i)** electrical work and / or in-house cabling external to the Product; **(ii)** repair or replacement of Product resulting from causes external to the Product, including disaster, fire, flood, earthquake, tornado accident, neglect, misuse, vandalism, water, corrosion, power surges, unconditioned or fluctuating power, lightning, customer-provided network, or failure of the installation site to conform to manufacturer specifications; or resulting from use of the Product for other than intended purposes; or resulting from use of the Product with items not provided or approved by AVI-SPL; or resulting from the performance of maintenance or the attempted repair of an item of a Product by persons other than AVI-SPL employees or persons authorized by AVI-SPL; **(iii)** repair or replacement of Product excluded by or no longer covered by the Product manufacturer's repair and replacement program; **(iv)** furnishing supplies or accessories including consumables such as projection lamps, bulbs, filters, fuses, batteries and the labor to replace these items, or painting or refinishing the Product; **(v)** Services in connection with the relocation of the Product, or the addition or removal of items of equipment or parts, attachments, features, from or to other devices not furnished by AVI-SPL including facilitation of customer spare or loaner equipment, including communications devices, video devices, audio devices, networks or links; **(vi)** damage to displays caused by screen burnout or image "burn-in"; **(vii)** Replacement and / or general support for manufacturer-specified end of life products after AVI-SPL has informed Customer of such change in status and pro-rated remaining portion of relative cost for such pertinent products; **(viii)** Services in connection with computer viruses or conflicts involving software that is not installed or introduced by AVI-SPL including coverage for "OFE" (Owner Furnished Equipment) unless specifically listed as covered equipment or devices not installed by AVI-SPL and not specifically covered under this Service Agreement.

12. Charges and Payment Terms

Payment terms are NET 30 Days from the date of invoice. All fees and payments referenced in this Service Agreement are in US Dollars. The Services as outlined will be invoiced in full upon execution of the Service Agreement.

13. Termination

Either party may at its option terminate any applicable Service Program in whole or in part for cause: **(i)** if the other party breaches any material term or condition hereunder or under any applicable Service Program, and fails to remedy such failure within thirty (30) calendar days after receipt of written notice of such default; **(ii)** in the event that any proceedings are commenced against the other party or such party seeks protection under bankruptcy, insolvency, or other debtor's relief law or **(iii)** the other party becomes insolvent or dissolves. Furthermore, AVI-SPL may terminate any applicable Service Program in whole or in part for cause if any person other than a AVI-SPL employee, or designated service representative, alters a Product without AVI-SPL's prior written consent, or in any way renders a Product unsafe (adjustments to a Product made at the direction of AVI-SPL or the Manufacturer or as otherwise intended as set forth in the applicable Product documentation do not constitute alterations for the purposes of this Section). In the event of cancellation due to non-payment, the customer agrees to be liable for the full cost of any manufacturer sub-coverage purchased on the customer's behalf by AVI-SPL and for services and parts provided to the customer on a Time and Material basis per AVI-SPL's then-current Time and Material rate schedule.

AVI-SPL reserves the right to terminate or modify available Service Programs at any time in its sole discretion; provided, that any such modifications will not affect any Service Programs already ordered by you and accepted by AVI-SPL prior to such modifications except as mutually agreed by both parties.

14. Customer Obligations.

- 14.1. You shall have the continuing obligation to keep all Products under a Maintenance Service Program at either the then-current Software version or previous major Software version release.



- 14.2. Software updates and upgrades are the responsibility of the customer. Assistance may be requested from the Help Desk to gain access to the software or if issues are encountered. Software updates do not mandate an onsite service call.
- 14.3. Customer is required to assist the AVI-SPL Help Desk technician with the remote diagnosis of the reported problem to help determine the cause of the problem. Parts replacement and onsite service may not become available until the Help Desk is provided the appropriate information or support to diagnose the problem.
- 14.4. Remote access to the equipment for the purposes of diagnostics prior to technician dispatch is required. If remote access is not provided, delays may be experienced in the diagnosis and repair of the equipment.
- 14.5. If applicable, you will provide AVI-SPL personnel with access to the Products and adequate working space (including heat, light, ventilation, electric current and outlets) at no charge to AVI-SPL. All Customer environments must be free from all risks to health and safety (except to the extent notified to AVI-SPL in writing and specifically accepted in writing by AVI-SPL).
- 14.6. If applicable, you will maintain, at your expense, the installation site and provide the necessary utility services for use of the Product in accordance with the Manufacturer's applicable published specifications.
- 14.7. You will be responsible for replacing, at your own expense, any and all consumable items used in connection with the Products, including without limitation, bulbs and batteries.
- 14.8. Customer will be responsible for payment of Repairs and Services provided by AVI-SPL that are not covered under the selected coverage under the agreement and after mutual agreement delivered by AVI-SPL on a Time and Material Basis in accordance with the AVI-SPL standard published labor rates and material charges.
- 14.9. Equipment Operation and Alteration: The customer may not alter, repair or modify the covered equipment except as expressly directed by AVI-SPL service personnel. The customer must operate the equipment as detailed in the user operations manual provided by the manufacturer with the covered equipment. The customer may not add equipment, components, wiring or other parts to the covered equipment without written notification to and acceptance by AVI-SPL.
- 14.10. AVI-SPL strongly recommends that you install and use a current, reputable anti-virus program in connection with any PC-based, open-architecture Product, and that you regularly update and run such anti-virus program, especially in connection with the emergence of any new viruses and/or 'worms'. Repair or restoration of any Product damaged or 'infected' by viruses is not covered under this Service Agreement or the Service Programs.
- 14.11. You are solely responsible for backing up your data. AVI-SPL will not under any circumstances have a duty to back up your data or to restore data that is lost in the course of AVI-SPL's provision of Services, or otherwise. AVI-SPL will not be liable for the loss of your data, whatever the reason for the loss, including without limitation as a result of AVI-SPL's negligence. The preceding limitation applies to any cause of action, whether based in contract, tort, or any other theory.

15. Intellectual Property.

Each party shall retain all right, title and interest in and to, and possession of their respective preexisting intellectual property. Furthermore, AVI-SPL shall retain all right, title and interest in and to, and possession of, any know-how, technical information, specifications, documents, ideas, concepts, methods, processes, techniques and inventions developed or created by or on behalf of AVI-SPL relating to Services performed under or in relation to a Service Program. Any intellectual property, know-how, information or documents supplied at any time by one party to the other shall be treated as confidential and covered by the confidentiality undertaking in Section 18 below.

16. Indemnity.

Each party shall indemnify, defend and hold the other harmless from all claims, suits, losses, expenses, judgments and liabilities (including reasonable attorney's fees) for personal injury or death to the extent caused by the negligence of the indemnifying party or its employees. The indemnitee shall give the indemnifying party prompt notice of and authority to defend or settle, any such claim and shall give, at the indemnifying party's request and expense, reasonable information and assistance thereto.

17. WARRANTY / LIMITATION OF LIABILITY.

AVI-SPL WARRANTS FOR NINETY (90) DAYS FROM THE PERFORMANCE OF ANY SERVICES BY AVI-SPL PURSUANT TO THIS AGREEMENT, EXCLUDING MANAGED SERVICES, THAT SUCH SERVICES SHALL BE PERFORMED IN A WORKMANLIKE MANNER CONSISTENT WITH GENERALLY ACCEPTED INDUSTRY STANDARDS. AVI-SPL MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY. AVI-SPL MAKES NO WARRANTY THAT OPERATION OF THE PRODUCT SERVICED WILL BE UNINTERRUPTED OR ERROR FREE. IN NO EVENT WILL AVI-SPL BE LIABLE FOR ANY DELAY IN FURNISHING SERVICES. CUSTOMER MUST REPORT IN WRITING ANY BREACH OF THIS WARRANTY TO AVI-SPL DURING THE ABOVE WARRANTY PERIOD, AND CUSTOMER'S EXCLUSIVE REMEDY AND AVI-SPL'S ENTIRE LIABILITY FOR ANY BREACH OF SUCH WARRANTY SHALL BE TO REPERFORM THE SERVICES, OR IF AVI-SPL IS UNABLE TO RE-PERFORM THE SERVICES AS WARRANTED, CUSTOMER SHALL BE ENTITLED TO RECOVER THE PRORATED FEES PAID TO AVI-SPL FOR THE NONCONFORMING SERVICES. EXCEPT FOR BREACHES OF CONFIDENTIALITY, OR INTELLECTUAL PROPERTY, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES, LOST BUSINESS PROFITS, OR LOSS, DAMAGE OR DESTRUCTION OF DATA, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SAME. SUBJECT TO THE PRECEDING SENTENCE, EXCEPT FOR BREACHES OF CONFIDENTIALITY OR INDEMNITY OBLIGATIONS, AVI-SPL'S MAXIMUM LIABILITY FOR ALL OTHER DAMAGES WILL BE LIMITED TO **(i)** ONE (1) YEAR'S SERVICE CHARGES (IN THE CASE OF SERVICE PROGRAMS WITH AN APPLICABLE SERVICE PERIOD) OR **(ii)** AGGREGATE SERVICE FEES PAYABLE TO AVI-SPL PURSUANT TO THE APPLICABLE SERVICE PROGRAM (IN THE CASE OF SERVICE PROGRAMS WITH NO APPLICABLE SERVICE PERIOD). THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES AND IN SUCH EVENT, THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL ONLY APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SERVICE AGREEMENT SHALL BE DEEMED TO LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR **(i)** FRAUD OR FRAUDULENT MISREPRESENTATION OR **(ii)** DEATH OR PERSONAL INJURY TO THE EXTENT THAT IT RESULTS FROM SUCH PARTY'S NEGLIGENCE AND SOLELY TO THE EXTENT REQUIRED BY APPLICABLE LAW.

18. Confidentiality.

Confidential Information. Each party (the "Disclosing Party") may from time to time during the Term disclose to the other party (the Recipient") certain information regarding the Disclosing Party's business, including its products, inventions, operations, methodologies, systems, processes, product development plans or intentions, know-how, designs, trade secrets, market opportunities, business or financial affairs, and technical, marketing, financial, employees, planning, and other confidential or proprietary information ("Confidential Information"). AVI-SPL's Confidential Information includes (without limitation) the function and performance of the Products, the terms of this Agreement, and any other information relating to the Products or the sale thereof. Confidential Information includes information disclosed orally, visually, or through any tangible medium.

Protection of Confidential Information. Recipient will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Service Agreement or to carry out the Services, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of Recipient who have a need to know such Confidential Information for purposes of carrying out the Services and who are under a duty of confidentiality no less restrictive than Recipient's duty hereunder. Recipient will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

Residuals. The Recipient shall be free to use for any purpose the residuals resulting from access to or work with the Confidential Information of the Disclosing Party, provided that the Recipient shall not disclose the Confidential Information except as expressly permitted hereunder. The term "residuals" means information in intangible form, which is retained in memory by persons who have had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. The Recipient shall not have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, this section shall not be deemed to grant to the Recipient a license under the Disclosing Party's copyrights or patents.

Exceptions. Recipient's obligations under Section 16 with respect to any Confidential Information of the Disclosing Party will terminate if and when Recipient can document that such information: (a) was already lawfully known to Recipient at the time of disclosure by the Disclosing Party; (b) was disclosed to Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of Recipient has become, generally available to the public; or (d) was independently developed by Recipient without access to, or use of, the Disclosing Party's Confidential Information. In addition, Recipient will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is **(i)** approved in advance, in writing by the Disclosing Party, **(ii)** necessary for Recipient to enforce its rights under this Service Agreement in connection with a legal proceeding; or **(iii)** required by law or by the order of a court of similar judicial or administrative body, provided that Recipient notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's request and expense, in any lawful action to contest or limit the scope of such required disclosure.



19. Force Majeure.

Except for the obligation to make timely payments, neither party will be liable to the other for delays or failures to perform occasioned by causes beyond its reasonable control. Such acts or events shall include but not be limited to, acts of God, civil or military authority, civil disturbance, riot, fire, strikes, lockouts or slowdowns, factory or labor conditions, inability to obtain necessary labor, materials or manufacturing facilities, delayed issuance of export control licenses. In the event of such delays or failures to perform, any dates or times by which AVI-SPL is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the additional time required because of the delay or failure to perform. Each of the parties shall promptly inform the other of any event of force majeure, its expected duration and cessation, respectively.

20. General.

Except as otherwise set forth in this Service Agreement, this Service Agreement may only be modified by a written agreement duly signed by authorized representatives of both parties, and variance from or addition to the provisions of this Service Agreement in any order or other written notification will be of no effect.

Any notices required or permitted to be given hereunder shall be in writing and effective when received by a party at the address as the receiving party has last notified to the other party by prior written notice. In the case of AVI-SPL such address, unless otherwise notified in writing, shall be as follows:

AVI-SPL, Inc.
Attn: Executive Vice President
6301 Benjamin Road, Suite 101
Tampa, Florida 33634

If any provision of this Service Agreement shall be held to be invalid, illegal, or unenforceable, the remaining terms of this Service Agreement shall in no way be affected or impaired. The waiver by either party of a breach of any provision of this Service Agreement shall not be construed as a waiver of any subsequent breach.

You may not assign any or all of your rights or obligations under this Service Agreement including by purchase, merger or operation of law, without the prior written consent of AVI-SPL, which consent shall not be unreasonably withheld. Any attempted assignment or transfer in violation of this provision shall be null and void. AVI-SPL may assign its rights and obligations under this Service Agreement without prior written consent or notice.

AVI-SPL's affiliates may participate in AVI-SPL's performance under this Service Agreement and a Service Program, and AVI-SPL may also sub-contract its obligations under this Service Agreement and a Service Program provided that AVI-SPL remains liable for the performance of its affiliates and/or sub-contractors in respect thereof.

Same as expressly provided, no term or provision of this Service Agreement or a Service Program shall be enforceable by a third party (being any person other than the parties and their permitted successors and assignees).

The Customer acknowledges that AVI-SPL has trained personnel who perform Services and has made an investment in such personnel. Therefore, at no time during the term of a Service Program or for one (1) year thereafter, will the Customer directly or indirectly either offer employment to or hire any AVI-SPL employees who perform Services on behalf of AVI-SPL without AVI-SPL's express prior written consent. In the event that the Customer is in breach of this provision, AVI-SPL shall have the right to invoice the Customer, and the Customer agrees to pay, a sum equal to 12 months' salary in respect of the hired individual.

In performing the Services, AVI-SPL shall be deemed to be an independent contractor and its personnel and representatives shall not act as nor be Customer's agents or employees. AVI-SPL shall have complete charge and responsibility for personnel employed or engaged by AVI-SPL.

Upon any expiration or termination of these this Service Agreement, Sections 15 (Intellectual Property), 16 (Indemnity) and 17 (Warranty/Limitation of Liability) shall survive.

This Service Agreement may have been translated into various languages for the convenience of AVI-SPL's Customers. While the translation is correct to the best of AVI-SPL's knowledge, AVI-SPL is not responsible or liable in the event of an inaccuracy. English is the controlling language of this Service Agreement, and any translation has been prepared for you as a courtesy only. In the event of a conflict between the English-language version of this Service Agreement and a version that has been translated into another language, the English-language version of this Service Agreement shall control.



This Service Agreement shall be governed by the laws of the State of Florida and any disputes will be subject to the exclusive jurisdiction of the federal courts of the United States of America or the courts of the State of Florida, in each case located in the city of Tampa and the county of Hillsborough. The non-prevailing party in any dispute will pay all reasonable court costs and attorneys fees finally awarded. The U.N. Convention on Contracts for the International Sale of Goods does not apply. AVI-SPL shall have the option to bring a suit before the courts of your domicile, when the claim is for payments due from you.

UNLESS OTHERWISE EXPRESSLY AGREED IN A SIGNED WRITING BY THE PARTIES IN ACCORDANCE HERewith, THIS SERVICE AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, SUPERSEDING ALL PROPOSALS OR PRIOR TERMS AND CONDITIONS, AGREEMENTS OR COMMUNICATIONS, ORAL OR WRITTEN, BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF.

Customer Acceptance of Customer Care Service Agreement

Signed Name

Customer

Printed Name

Date

Software License Agreement

This Software License is made by Audio Visual Innovations, Inc./Signal Perfection, Ltd. ("Company") to Buyer as an essential element of the services to be rendered by the Company as defined in the Proposal and any system specification and any associated documents made available to Buyer by Company. Buyer and Company agree that this Software License is deemed to be part of the Agreement. This Software License applies to control system integration and programming and does not apply to any other services. Any capitalized terms not otherwise defined herein shall have the meaning ascribed to them under the General Terms and Conditions.

SECTION 1 LICENSE GRANT AND OWNERSHIP

1.1 The Company hereby grants to Buyer a worldwide, perpetual, non - exclusive, non - transferable license to all software for Buyer's use in connection with the establishment, use, maintenance and modification of the system implemented by the Company. The term "Software" for the purposes of this Software License shall refer to all source code, executable object code, and the patches, scripts, modifications, enhancements, designs, concepts or other materials that constitute the software programs necessary for the proper function and operation of the system as delivered by the Company and accepted by the Buyer.

1.2 Except as expressly set forth in this paragraph, the Company shall at all times own all intellectual property rights to the software. Any and all licenses, product warranties or service contracts provided by third parties in connection with any software, hardware or other software or services provided in the system shall be delivered to Buyer for the sole benefit of Buyer.

1.3 Buyer may supply to the Company or allow the Company to use certain proprietary information, including service marks, logos, graphics, software, documents and business information and plans that have been authored or pre-owned by Buyer. All such intellectual property shall remain the exclusive property of Buyer and shall not be used by the Company for any purposes other than those associated with delivery of the system.

SECTION 2 COPIES, MODIFICATION, AND USE

2.1 Buyer may make copies of the software for archival purposes and as required for modifications to the system. All copies and distribution of the software shall remain within the direct control of Buyer and its representatives.

2.2 Buyer may make modifications to the source code version of the software, if and only if the results of all such modifications are applied solely to the system. In no way does this Software License confer any right in Buyer to license, sublicense, sell, or otherwise authorize the use of the software, whether in executable form, source code or otherwise, by any third parties, except in connection with the use of the system as part of Buyer's business.

2.3 All express or implied warranties relating to the Software shall be deemed null and void in case of any modification to the software made by any party other than the Company.

SECTION 3 WARRANTIES AND REPRESENTATIONS

The Company represents and warrants to Buyer that:

3.1 it has all necessary rights and authority to execute and deliver this Software License and perform its obligations hereunder and to grant the rights granted under this Software License to Buyer;

3.2 the Products and Services provided by Company subject to this Software License, including the Software and all intellectual property provided hereunder, are original to the Company or its subcontractors or partners; and

3.3 the software, as delivered as part of the system, will not infringe or otherwise violate the rights of any third party, or violate any applicable law, rule or regulation.

3.4 The Company further represents and warrants that, throughout the System Warranty Period, the executable object code of Software and the system will perform substantially in accordance with the system specifications and Agreement. If the Software fails to perform as specified and accepted all remedies are pursuant to the policies set forth in the system specifications and in the Agreement.

SECTION 4 INDEMNIFICATION

4.1 The Company hereby indemnifies and shall defend and hold harmless Buyer, its parent companies and its and their subsidiaries, affiliates, officers, directors, employees, agents and subcontractors from and against all liability, damages, loss, cost or expense, including but not limited to reasonable attorneys' fees and expenses, arising out of or in connection with any breach or alleged breach of the Agreement or any third party claims that the software or system here provided by the Company infringes or otherwise violates any rights of any such third party.

4.2 Buyer hereby indemnifies and shall defend and hold harmless the Company, its and their subsidiaries, affiliates, officers, directors, employees, agents and subcontractors from and against all liability, damages, loss, cost or expense, including but not limited to reasonable attorneys' fees and expenses, arising out of or in connection with any third party claims that Buyer's use of the software in contravention of the grant of rights infringes or otherwise violates any rights of any such third party.

4.3 Upon the assertion of any claim or the commencement of any suit or proceeding against an indemnitee by any third party that may give rise to liability of an indemnitor hereunder, the indemnitee shall promptly notify the indemnitor of the existence of such a claim and shall give the indemnitor reasonable opportunity to defend and to settle the claim at its own expense and with counsel of its own selection. The indemnitee shall cooperate with the indemnitor, shall at all times have the full right to participate in such a defense at its own expense and shall not be obligated,



against its consent, to participate in any settlement which it reasonably believes would have an adverse effect on its business.

SECTION 5 TRANSFER AND TERMINATION

This license will automatically terminate upon the disassembly of the system cited above, unless the system is reassembled in its original

configuration in another location. The Company may terminate this license upon notice for failure to comply with any of the terms set forth in this Software License. Upon termination, Customer is obligated to immediately destroy the Software, including all copies and modifications.

Buyer Acceptance of Software License Agreement

Signed Name

Buyer

Printed Name

Date

RESOLUTION NO. 17 - _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE GENERAL TERMS AND CONDITIONS, CUSTOMER CARE SERVICE AGREEMENT, SOFTWARE LICENSE AGREEMENT AND ADDENDUM (COLLECTIVELY, AGREEMENT) WITH AUDIO VISUAL INNOVATIONS, INC./SIGNAL PERFECTION, LTD. FOR THE HIGH DEFINITION NETWORK MANAGED BROADCAST SYSTEM; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the “Town”) desires to upgrade its existing broadcast Nexus HD system and provide for a high definition network managed broadcast system with Audio Visual Innovations, Inc./Signal Perfection, Ltd. (“AVI-SPL”); and

WHEREAS, AVI-SPL has agreed to provide the deliverables and services for the system upgrade, and the parties desire to enter into the agreements attached hereto as: (i) General Terms and Conditions attached hereto as Exhibit “A”; (ii) Customer Care Service Agreement attached hereto as Exhibit “B”; (iii) Software License Agreement attached hereto as Exhibit “C”; and (iv) Addendum to Agreement attached hereto as Exhibit “D” (collectively, the “Agreement”); and

WHEREAS, the Town desires to enter into the Agreement, substantially in the form attached hereto as Exhibits “A”, ”B”, “C” and “D” and finds that the Agreement is in the best interest and welfare of the Town.

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 hereby incorporated by reference.

Section 2. Approval and Authorization. The Agreement, substantially in the form attached hereto as Exhibits “A”, “B”, “C” and “D”, is approved, subject to such changes as may be acceptable to the Town Manager and the Town Attorney as to form and legality. The Town Commission authorizes the Town Manager to execute the Agreement on behalf of the Town.

Section 3. Implementation. The Town Manager is authorized to take any and all action necessary to implement the purposes of this Resolution and the Agreement.

Section 4. Effective Date. This Resolution will become effective upon adoption.

PASSED AND ADOPTED this 13th day of December, 2017.

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:**

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

Audio Visual Innovations, Inc., a wholly owned subsidiary of



General Terms and Conditions

1. Applicability of Terms

These General Terms and Conditions, including any addenda attached hereto, together with the Customer Care Service Agreement ("Service Agreement") and Software License Agreement ("Software License") attached hereto and incorporated herein by this reference (collectively, the "Terms and Conditions") are the only terms which govern the sale of the equipment and any related software ("Products") and services ("Services") contained in the accompanying audiovisual solutions proposal (the "Proposal") by Audio Visual Innovations, Inc./Signal Perfection, Ltd. ("Company") to Buyer.

The Terms and Conditions and the Proposal (collectively, the "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of a conflict between these General Terms and Conditions and the Service Agreement, the Service Agreement shall prevail. In the event of a conflict between these General Terms and Conditions and an addendum attached hereto, the addendum shall prevail. In the event of a conflict between these General Terms and Conditions and any of the other documents constituting the Agreement, these General Terms and Conditions shall prevail unless expressly provided otherwise herein. Notwithstanding anything herein to the contrary, if a master services agreement signed by both parties is in effect covering the sale of the Products and Services covered hereby, the terms and conditions of said agreement shall prevail to the extent they are inconsistent with these Terms and Conditions.

2. Acceptance of Terms

This Agreement shall not be binding upon the Company until signed by the Buyer and accepted in writing by a duly authorized representative of the Company. Any modification, addition to, or waiver of any of this Agreement shall not be effective unless in writing and signed by an authorized representative of the Company, and any different or conflicting terms appearing in Buyer's purchase order or other documents are expressly rejected by Company. Buyer's receipt of the Products/Services shall constitute assent to this Agreement. No relaxation, forbearance or indulgence by the Company in enforcing any of the terms and conditions of this Agreement or the granting of any time to any other party shall prejudice or restrict the rights and powers of the Company hereunder, nor shall waiver of any breach hereof operate as a waiver of any subsequent or continuing breach hereof.

3. Delivery

The Company will use its best efforts to deliver the Products in accordance with the Buyer requested delivery date subject to receipt of all necessary information from Buyer. Shipping dates are approximate only, and the Company shall not be liable for delays or for failure to manufacture due to causes beyond its reasonable control or due to compliance with any government regulations.

Any delay shall extend delivery dates to the extent caused thereby. Buyer shall reimburse the Company its additional expenses resulting from any Buyer-caused delay. When delivery of the Products is delayed at the request of the Buyer and the Products have already been shipped to the Company, the Company will place the Products in storage and the Company will immediately invoice the Buyer 70% of the price, which will be promptly paid. The Buyer shall have no right to cancel or rescind this Agreement by reason of an excusable delay as defined herein, and shall accept

Audio Visual Innovations Inc. and Signal Perfection Ltd are wholly owned subsidiaries of AVI-SPL, Inc. This Entire Document and all information (including drawings, specifications and designs) presented by any subsidiary are the property of AVI-SPL Inc. Proprietary information provided to potential customers, clients or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of AVI-SPL. © Copyright AVI-SPL. All Rights Reserved

such delayed performance by the Company. The Buyer's receipt of the Products shall constitute a waiver of any claims for delay.

4. Payment Terms

Unless otherwise specified herein, the total contract price shall be paid as follows: 50% down payment at time of order, 40% upon delivery at Company; 10% upon completion or first beneficial use, payable net 30 from receipt of invoice. Unless otherwise specified, Products are sold F.O.B. origin-Buyer to pay all shipping charges. If this Proposal covers Products or Services for more than one system, room, suite, or location, for purposes of payment in accordance with payment terms stated on the face hereof each room, suite, or location shall be treated as if the subject of a separate sale and payment made accordingly. Company shall not be liable for failures of or delays in manufacture, delivery or installation resulting from any cause or causes beyond its reasonable control.

5. Buyer In Arrears Or Default

In the event Buyer is in arrears with any payment whatsoever due from it to the Company at any time whatever, whether in respect of the purchase price or any other amount due from the Buyer to the Company under the terms of this Agreement, the amount in arrears shall bear interest at three (3) percent above the prime rate prevailing at the principal New York branch of Chase Manhattan Bank as from the date each amount falls due, pending actual payment thereof in full, without prejudice to any relief and remedy available to the Company. In the event of Buyer's default, the Company may, without notice, peaceably enter any premises in which the Products are located and remove, hold and sell them in accordance with applicable law, to satisfy in whole or in part Buyer's obligations.

6. Title, Risk of Loss

Title to the Products shall pass to Buyer upon delivery, subject to the Software License (if applicable) ~~and a purchase money security interest retained by the Company in the Products sold and the proceeds thereof until payment of all amounts then due to the Company.~~ The Company shall be entitled to remove the Products from the Buyer's premises if all payments are not made when due. ~~Buyer agrees to cooperate with Company in the execution and filing of financing statements under the Uniform Commercial Code or other documents as the Company requests to protect its security interest.~~ Risk of loss or damage to the Products or any part thereof shall pass to the Buyer upon delivery.

7. Installation & Site Preparation

Installation (field assembly, interconnection, equipment calibration and checkout) is to be performed by the Company's trained technical employees. The Company shall be entitled to employ sub-contractors and/or agents to assist in or carry out, in whole or in part, the installation. In the event installation by Company employees is prevented by trade unions, the Buyer shall arrange with the trade unions at its own expense to complete installation. The Company is thereafter liable only for engineering supervision of installation.

The Company shall coordinate and cooperate with other trades to facilitate satisfactory work progress. If the Company's work in progress is impeded by other trades and/or contractors (excluding the Company's own subcontractors) or by scheduling delays due to the Buyer, time delays in the final installation as well as additional charges including labor, travel and reasonable expenses may result.



The Buyer shall be responsible for preparing, at its own expense, the installation site in accordance with the Company's instructions, including the requirements specified in the Proposal. In no event shall the Company be responsible for any high voltage electrical work, ceiling modifications, structural modifications, or mechanical systems modifications. Unless otherwise specified, Buyer shall provide the Company with source code for any non-Company programmed remote control system required to be modified under the terms of this Agreement.

8. Installation & Site Preparation (Continued)

The Buyer shall provide the Company with reasonable access to the installation site before delivery, for purposes of determining site readiness for installation, and shall designate an individual on Buyer's staff to serve as a contact person for all site preparation and installation issues. Buyer shall provide the Company with free access to the installation site for the purpose of preparation for installation. ~~The Buyer shall indemnify the Company against any loss, damage or claim arising out of the condition of the storage and installation premises.~~

Buyer shall obtain at its expense and keep effective all permissions, licenses, and permits whenever required in connection with the installation and/or use of the Products and the premises where the Products shall be situated.

9a. Warranty

In the event the Products are in any way misused or altered or repaired by someone other than a representative of the Company, which within the sole judgment of the Company results in an adverse effect, including effects upon performance or reliability of the Products, the warranty and the Company's obligations hereunder shall terminate without notice to Buyer.

9b. Warranty Service

Unless Buyer has purchased a Service Program (as defined in the Customer Care Service Agreement) providing for a longer period of warranty coverage, each installation/system carries a standard ninety-day warranty covering defects in the installation portion of the sale. Components and materials carry the manufacturer's warranty as described below, which may be greater than the ninety-day period listed above. The Company will attempt to reply to warranty service requests received from Buyer prior to 1:00 p.m. within forty-eight hours. In the event service is provided outside of normal working hours, Buyer will be charged for any overtime hours in accordance with the Company's then-standard policy on overtime rates. Normal working hours are 9 a.m. to 5 p.m., Monday through Friday, excluding legal holidays.

10. Limitations Of Warranty – Products Of Others

Unless otherwise specified, no warranty whatsoever is provided by the Company hereunder as to Products manufactured by anyone other than the Company, including but not limited to, cables, lamps, batteries, glassware, and evacuated device (including valve, cathode ray tubes, and other special electron tubes).

The Company's sole obligation with respect to any material or part identified in the Proposal, literature, or specifications furnished to the Buyer as manufactured or supplied by others, shall be to pass on to the Buyer the applicable manufacturer's warranties, if any.

11. Buyer Responsibilities

Buyer or any user of the Products shall (i) notify the Company as soon as any unusual operating peculiarity appears, and (ii) operate the Products in a safe and competent manner in strict compliance with established safety operating procedures and applicable laws and government regulations. In the event the Buyer or any user of the Products fails to comply with any of the above-stated conditions, the Company's warranties and its obligations hereunder shall terminate without notice to Buyer.

12. Limitation Of Liability

The foregoing warranties are exclusive and in lieu of all other warranties, whether written or oral, implied or statutory. No implied warranty of merchantability or fitness for a particular purpose shall apply; in no event will the Company be liable for any damages, other than the allocable charges paid by the Buyer for the Products, whether direct, indirect, special, incidental or consequential, arising from any warranty claims.

13. Taxes

Any and all taxes levied or based on the prices in this Agreement, or the Products/Services being sold hereunder, exclusive of any taxes based on net income, shall be added to the selling prices set forth in the Proposal; otherwise, the Buyer shall provide the Company with a tax exempt certificate acceptable to the taxing authorities.

14. Choice Of Law And Severability

This Agreement shall be interpreted in accordance with and governed in all respects by the laws of the State of Florida without giving effect to its conflict of law rules. Venue shall be Hillsborough County, Florida. Should any provision of this Agreement be found invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other provision contained herein. In the event of litigation relating to the subject matter of this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

15. Restocking Fees

In the event Buyer wishes to return any Products based on reasons outside of the Company's control, Buyer agrees to pay any and all restocking fees.

16. General

The Proposal shall be firm for the period shown on the face hereof, subject to withdrawal or change by the Company upon notice at any time prior to acceptance of an order.

Please see addendum attached hereto and made a part hereof

Buyer Acceptance of General Terms and Conditions

Signed Name

Client

Printed Name

Date

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Audio Visual Innovations, Inc., a wholly owned subsidiary of



Customer Care Service Agreement

1. Applicability of this Service Agreement.

This Service Agreement together with the General Terms and Conditions and, if applicable, the Software License set forth the terms and conditions pursuant to which Audio Visual Innovations, Inc./Signal Perfection, Ltd. ("AVI-SPL") will provide Services and related Products to its end user customers ("Customer", "You" or "Your") based upon such Service Programs which Customer has purchased from AVI-SPL.

This Service Agreement applies to the Services being provided under a Service Program.

By submitting a purchase order for Services provided under a Service Program to AVI-SPL, Customer agrees to be bound by this Service Agreement. Unless otherwise agreed in writing by AVI-SPL, no other terms and conditions endorsed upon, delivered with or contained in an end user's purchase order, or in any other similar document, will amend, or vary the provisions of this Service Agreement.

2. Definitions.

In this Service Agreement, the following terms shall have the following meanings. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the General Terms and Conditions.

- 2.1. **"Products"** means equipment and software generally made available in the marketplace.
- 2.2. **"Manufacturer"** means an entity that produces equipment and/or Software.
- 2.3. **"Services"** means the AVI-SPL branded services provided under a relevant Service Program.
- 2.4. **"Service Program"** means those pre-packaged service programs as described in Section 3 of this Service Agreement.
- 2.5. **"Software"** means programs or applications developed, installed or released by the manufacturer or third party integrator to control the function of a device, feature or function.
- 2.6. **"Software Options"** means optional functionality or features of Software that may be selected at the time of purchase or at a later time, and for which AVI-SPL or Manufacturer charges separately.
- 2.7. **"Update"** means Software for which AVI-SPL or the Manufacturer has provided fixes or minor revisions to correct errors or defects in the existing operation of the Software in accordance with the published Product specifications, and which is limited to those updates that AVI-SPL or Manufacturer generally provides to its support Services customers at no charge. Updates do not include Upgrades or Software Options.
- 2.8. **"Upgrade"** means new releases of the Software which contains enhancements improving the functionality or capabilities of the Software, which AVI-SPL or Manufacturer may make available to its support Services customers. Upgrades do not include Software Options.

3. Covered Services.

- **Customer Care Preferred** - provides remote technical phone support services, facilitation of manufacturer repair or replacement programs, and access to manufacturer published software updates and upgrades for covered assets. Also includes access to an online portal for incident reporting and annual business reviews. Remote technical phone support services are available 7x24.
- **Customer Care Preferred Onsite** - provides remote technical phone support services, facilitation of manufacturer repair or replacement programs with onsite Field Technician dispatch, and access to manufacturer published software updates and upgrades for covered assets. Also includes access to an online portal for incident reporting and annual business reviews. Remote technical phone support services are available 7x24. Onsite Field Technician dispatch are available Monday through Friday from 8 AM to 5 PM local standard time excluding AVI-SPL published holidays.

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- Customer Care Exclusive Onsite – provides advanced support services for all covered assets including 7x24 remote technical phone support services, assigned Customer Service Manager, direct access to Tier II phone support services, proactive version control, configuration change management support, equipment re-location support, advanced account reporting, trend analysis, quarterly account reviews and up to two (2) hours of remote device administrator training for covered assets. Requires all covered assets be covered at as part of the Customer Care Exclusive program. Underlying Maintenance support may vary in Service Level by location. Onsite Field Technician dispatch are available Monday through Friday from 8 AM to 5 PM local standard time excluding AVI-SPL published holidays.
- First Call Consolidation Services – provides consolidated remote technical phone support services, third-party incident management and ticketing services for covered assets. Third party contract information and / or Letter of Agency are required to enable AVI-SPL to act on Customer's behalf.
- Preventative Maintenance - provides scheduled onsite Field Technicians to perform operational health testing of covered assets, routine maintenance tasks such as cleaning, alignment adjustments, log reviews, and remediation of identified problems. Consumables such as filters, bulbs and batteries will be replaced and chargeable at additional fee. Preventative Maintenance visits are scheduled Monday through Friday from 8 AM to 5 PM local standard time excluding AVI-SPL published holidays according to the following schedule based on the number of Preventative Maintenance visits elected:
 - Quantity 4 – Quarterly visits – scheduled in 3 month intervals
 - Quantity 2 – Bi-Annual visits – scheduled in 6 month intervals
 - Quantity 1 – Annual visit – scheduled anytime within the contract term

Unscheduled Preventative Maintenance visits expire 30 days into the next scheduled interval within the contract term. Unscheduled annual visits expire at contract expiration.

4. Services; Orders.

In order to receive Services under a Service Program pursuant to this Service Agreement, you must submit a purchase order or valid credit card to AVI-SPL for a validly quoted Service Program. Purchase orders must refer to AVI-SPL quote identification number. A valid AVI-SPL quote will contain the following information for each covered asset listed on the purchase order: (i) the Service Program you are purchasing; (ii) the model (and serial number for renewals of Service Programs only) of the applicable Products; (iii) the appropriate pricing information; (iv) the site location(s) of covered assets and (v) the Service Period (if applicable). Following order acceptance customer agrees to provide a contact name, contact email address, and telephone number at the location (if applicable).

AVI-SPL will determine the pricing and payment terms associated with any Service Program which you purchase. All orders are subject to acceptance by AVI-SPL, and no obligation, including a purchase order, shall be binding on AVI-SPL unless and until such order is accepted by AVI-SPL, or, if earlier, Services are provided to Customer. Please note that only those Products listed on a valid quotation applicable to your purchase order will be covered by Service Programs under this Service Agreement. Any optional services for a Service Program available to Customers for an additional fee will be invoiced separately with payment terms as specified within such Service Program.

5. Service Period.

The initial period of any Service Program purchased hereunder (the "Initial Service Period"), shall commence on the date AVI-SPL accepts an Order, or such other date as specified on the applicable Order and accepted by AVI-SPL, and shall continue twelve (12) months therefrom, or such other period of time as specified on the applicable Order and accepted by AVI-SPL.

This Service Agreement shall automatically renew for successive periods of equal length and, with the exception of moderate price increases as described herein, under the same terms and conditions as the Initial Service Period ("Renewal Service Period") unless either party gives the other written notice of termination no less than thirty (30) days prior to expiration of the then-current Initial or Renewal Service Period.

Prior to the commencement of any successive renewal period, AVI-SPL reserves the right to increase the price of the applicable Service Program for the duration of the successive renewal term in an amount not to exceed five (5%) percent of the Order price for the then-current Initial or Renewal Service Period. In the event the price increase exceeds five (5%) percent, AVI-SPL shall issue a new quote to Customer for approval prior to the commencement of the successive renewal period.

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6. Service Activation.

For new equipment purchase: Service coverage will begin 30 days from the date of shipment from the manufacturer's warehouse or upon installation, whichever is sooner unless otherwise specified.

For existing equipment coverage: Service coverage will begin immediately upon receipt of an authorized purchase order or payment in full, if required by AVI-SPL. If equipment was not under an AVI-SPL or manufacturer's support contract for an extended period of time, AVI-SPL and / or the manufacturer may require a recertification fee and / or inspection of the equipment prior to AVI-SPL being able to support or being able to receive manufacturer support and replacement parts / software for the equipment. The recertification costs and any repairs required by AVI-SPL to certify a room and / or to meet the manufacturer specifications is the responsibility of the customer and are not covered under the agreement unless specifically noted in the Service Program.

7. Services Availability.

Remote Technical Phone Support Services will be provided on a 7x24x365 basis.

Onsite Field Technician Dispatch Services: Unless otherwise provided in any Service Program, Services will be provided Monday through Friday from 8 AM to 5 PM local standard time excluding AVI-SPL published holidays.

8. Software Updates, Upgrades and Options.

For Software covered under a Service Program, you will receive Updates and / or Upgrades as specified in the applicable Service Program description. For the latest Updates and Upgrades available for your Software, if any, please contact the AVI-SPL Help Desk. Updates are provided on a fix or fail basis. That is, to obtain an available Update the customer must call AVI-SPL to report a specific customer product failure (identified by Product serial number) exhibiting a problem, which the Update corrects. AVI-SPL will configure the Update according to the Software record of the registered Product.

9. Replacement Parts.

Replacement parts provided pursuant to a Service Program will be either new parts or parts equivalent in performance to new parts when used with the Product, and are warranted for ninety (90) days from shipment or the remainder of the initial warranty period, whichever is longer. Parts removed from Products for replacement will become the property of AVI-SPL or the Manufacturer, and if replaced by the Customer must be received back to the local AVI-SPL service facility (as the same is listed on the pre-addressed return package provided by AVI-SPL) within five (5) business days of receipt of the replacement part, or you will be invoiced the full list price for the replaced part.

- 9.1. Warranty Parts Repair / Replacement: Some equipment may be repairable or replaced at no charge under the manufacturer's Warranty policy. Labor for onsite installation of parts covered under manufacturer warranty may be subject to AVI-SPL Time and Material labor fees. The Help Desk will assist the customer to arrange return of the defective equipment to the manufacturer for service/replacement.
- 9.2. Advanced Parts Replacement: Specific to videoconferencing equipment available with advanced parts replacement from the manufacturer; some equipment may be eligible for an Advanced Replacement program. In these instances, upon determination of a part requiring replacement by the Help Desk technician, a replacement part will be delivered to the customer location. Return of the defective product is required by the Customer under the conditions defined under the Terms and Conditions of Service.

10. Service Level Agreement.

AVI-SPL will provide an Average Speed of Answer (ASA) of 60 seconds for support calls placed to its help desk Monday through Friday, 8 AM to 5 PM local standard time excluding AVI-SPL published holidays.

AVI-SPL will respond to new service requests made via email or web portal within four (4) hours with case assignment notification Monday through Friday, 8 AM to 5 PM local standard time excluding AVI-SPL published holidays.

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When applicable, AVI-SPL will provide a two business day onsite response pursuant to the Help Desk's determination that a dispatch is required for incident remediation. This service level may be impacted by room availability and the requirement for replacement parts. All onsite activity will be scheduled Monday through Friday, 8 AM to 5 PM local standard time excluding AVI-SPL published holidays.

When a case is opened, the Help Desk will classify the case in accordance with the following incident priority classifications:

- P1: Critical – System outage equipment or room system fully non-functional
- P2: Major – System impaired but operational quality or features diminished
- P3: Minor – System operational with acceptable quality features are diminished
- P4: Informational – End User "How To" inquiry, request for configuration modification

11. Service Program Exclusions.

Unless otherwise specified, Service Programs do not cover any of the following: (i) electrical work and / or in-house cabling external to the Product; (ii) repair or replacement of Product resulting from causes external to the Product, including disaster, fire, flood, earthquake, tornado accident, neglect, misuse, vandalism, water, corrosion, power surges, unconditioned or fluctuating power, lightning, customer-provided network, or failure of the installation site to conform to manufacturer specifications; or resulting from use of the Product for other than intended purposes; or resulting from use of the Product with items not provided or approved by AVI-SPL; or resulting from the performance of maintenance or the attempted repair of an item of a Product by persons other than AVI-SPL employees or persons authorized by AVI-SPL; (iii) repair or replacement of Product excluded by or no longer covered by the Product manufacturer's repair and replacement program; (iv) furnishing supplies or accessories including consumables such as projection lamps, bulbs, filters, fuses, batteries and the labor to replace these items, or painting or refinishing the Product; (v) Services in connection with the relocation of the Product, or the addition or removal of items of equipment or parts, attachments, features, from or to other devices not furnished by AVI-SPL including facilitation of customer spare or loaner equipment, including communications devices, video devices, audio devices, networks or links; (vi) damage to displays caused by screen burnout or image "burn-in"; (vii) Replacement and / or general support for manufacturer-specified end of life products after AVI-SPL has informed Customer of such change in status and pro-rated remaining portion of relative cost for such pertinent products; (viii) Services in connection with computer viruses or conflicts involving software that is not installed or introduced by AVI-SPL including coverage for "OFE" (Owner Furnished Equipment) unless specifically listed as covered equipment or devices not installed by AVI-SPL and not specifically covered under this Service Agreement.

12. Charges and Payment Terms

Payment terms are NET 30 Days from the date of invoice. All fees and payments referenced in this Service Agreement are in US Dollars. The Services as outlined will be invoiced in full upon execution of the Service Agreement.

13. Termination

Either party may at its option terminate any applicable Service Program in whole or in part for cause: (i) if the other party breaches any material term or condition hereunder or under any applicable Service Program, and fails to remedy such failure within thirty (30) calendar days after receipt of written notice of such default; (ii) in the event that any proceedings are commenced against the other party or such party seeks protection under bankruptcy, insolvency, or other debtor's relief law or (iii) the other party becomes insolvent or dissolves. Furthermore, AVI-SPL may terminate any applicable Service Program in whole or in part for cause if any person other than a AVI-SPL employee, or designated service representative, alters a Product without AVI-SPL's prior written consent, or in any way renders a Product unsafe (adjustments to a Product made at the direction of AVI-SPL or the Manufacturer or as otherwise intended as set forth in the applicable Product documentation do not constitute alterations for the purposes of this Section). In the event of cancellation due to non-payment, the customer agrees to be liable for the full cost of any manufacturer sub-coverage purchased on the customer's behalf by AVI-SPL and for services and parts provided to the customer on a Time and Material basis per AVI-SPL's then-current Time and Material rate schedule.

AVI-SPL reserves the right to terminate or modify available Service Programs at any time in its sole discretion; provided, that any such modifications will not affect any Service Programs already ordered by you and accepted by AVI-SPL prior to such modifications except as mutually agreed by both parties.

14. Customer Obligations.

- 14.1. You shall have the continuing obligation to keep all Products under a Maintenance Service Program at either the then-current Software version or previous major Software version release.

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- 14.2. Software updates and upgrades are the responsibility of the customer. Assistance may be requested from the Help Desk to gain access to the software or if issues are encountered. Software updates do not mandate an onsite service call.
- 14.3. Customer is required to assist the AVI-SPL Help Desk technician with the remote diagnosis of the reported problem to help determine the cause of the problem. Parts replacement and onsite service may not become available until the Help Desk is provided the appropriate information or support to diagnose the problem.
- 14.4. Remote access to the equipment for the purposes of diagnostics prior to technician dispatch is required. If remote access is not provided, delays may be experienced in the diagnosis and repair of the equipment.
- 14.5. If applicable, you will provide AVI-SPL personnel with access to the Products and adequate working space (including heat, light, ventilation, electric current and outlets) at no charge to AVI-SPL. All Customer environments must be free from all risks to health and safety (except to the extent notified to AVI-SPL in writing and specifically accepted in writing by AVI-SPL).
- 14.6. If applicable, you will maintain, at your expense, the installation site and provide the necessary utility services for use of the Product in accordance with the Manufacturer's applicable published specifications.
- 14.7. You will be responsible for replacing, at your own expense, any and all consumable items used in connection with the Products, including without limitation, bulbs and batteries.
- 14.8. Customer will be responsible for payment of Repairs and Services provided by AVI-SPL that are not covered under the selected coverage under the agreement and after mutual agreement delivered by AVI-SPL on a Time and Material Basis in accordance with the AVI-SPL standard published labor rates and material charges.
- 14.9. Equipment Operation and Alteration: The customer may not alter, repair or modify the covered equipment except as expressly directed by AVI-SPL service personnel. The customer must operate the equipment as detailed in the user operations manual provided by the manufacturer with the covered equipment. The customer may not add equipment, components, wiring or other parts to the covered equipment without written notification to and acceptance by AVI-SPL.
- 14.10. AVI-SPL strongly recommends that you install and use a current, reputable anti-virus program in connection with any PC-based, open-architecture Product, and that you regularly update and run such anti-virus program, especially in connection with the emergence of any new viruses and/or 'worms'. Repair or restoration of any Product damaged or 'infected' by viruses is not covered under this Service Agreement or the Service Programs.
- 14.11. You are solely responsible for backing up your data. AVI-SPL will not under any circumstances have a duty to back up your data or to restore data that is lost in the course of AVI-SPL's provision of Services, or otherwise. ~~AVI-SPL will not be liable for the loss of your data, whatever the reason for the loss, including without limitation as a result of AVI-SPL's negligence. The preceding limitation applies to any cause of action, whether based in contract, tort, or any other theory.~~

15. Intellectual Property.

Each party shall retain all right, title and interest in and to, and possession of their respective preexisting intellectual property. Furthermore, AVI-SPL shall retain all right, title and interest in and to, and possession of, any know-how, technical information, specifications, documents, ideas, concepts, methods, processes, techniques and inventions developed or created by or on behalf of AVI-SPL relating to Services performed under or in relation to a Service Program. Any intellectual property, know-how, information or documents supplied at any time by one party to the other shall be treated as confidential and covered by the confidentiality undertaking in Section 18 below.

16. Indemnity.

Each party shall indemnify, defend and hold the other harmless from all claims, suits, losses, expenses, judgments and liabilities (including reasonable attorney's fees) for personal injury or death to the extent caused by the negligence of the indemnifying party or its employees. The indemnitee shall give the indemnifying party prompt notice of and authority to defend or settle, any such claim and shall give, at the indemnifying party's request and expense, reasonable information and assistance thereto.

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17. WARRANTY / LIMITATION OF LIABILITY.

AVI-SPL WARRANTS FOR NINETY (90) DAYS FROM THE PERFORMANCE OF ANY SERVICES BY AVI-SPL PURSUANT TO THIS AGREEMENT, EXCLUDING MANAGED SERVICES, THAT SUCH SERVICES SHALL BE PERFORMED IN A WORKMANLIKE MANNER CONSISTENT WITH GENERALLY ACCEPTED INDUSTRY STANDARDS. AVI-SPL MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY. AVI-SPL MAKES NO WARRANTY THAT OPERATION OF THE PRODUCT SERVICED WILL BE UNINTERRUPTED OR ERROR FREE. IN NO EVENT WILL AVI-SPL BE LIABLE FOR ANY DELAY IN FURNISHING SERVICES. CUSTOMER MUST REPORT IN WRITING ANY BREACH OF THIS WARRANTY TO AVI-SPL DURING THE ABOVE WARRANTY PERIOD, AND CUSTOMER'S EXCLUSIVE REMEDY AND AVI-SPL'S ENTIRE LIABILITY FOR ANY BREACH OF SUCH WARRANTY SHALL BE TO REPERFORM THE SERVICES, OR IF AVI-SPL IS UNABLE TO RE-PERFORM THE SERVICES AS WARRANTED, CUSTOMER SHALL BE ENTITLED TO RECOVER THE PRORATED FEES PAID TO AVI-SPL FOR THE NONCONFORMING SERVICES. EXCEPT FOR BREACHES OF CONFIDENTIALITY, OR INTELLECTUAL PROPERTY, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES, LOST BUSINESS PROFITS, OR LOSS, DAMAGE OR DESTRUCTION OF DATA, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SAME. SUBJECT TO THE PRECEDING SENTENCE, EXCEPT FOR BREACHES OF CONFIDENTIALITY OR INDEMNITY OBLIGATIONS, AVI-SPL'S MAXIMUM LIABILITY FOR ALL OTHER DAMAGES WILL BE LIMITED TO (I) ONE (1) YEAR'S SERVICE CHARGES (IN THE CASE OF SERVICE PROGRAMS WITH AN APPLICABLE SERVICE PERIOD) OR (II) AGGREGATE SERVICE FEES PAYABLE TO AVI-SPL PURSUANT TO THE APPLICABLE SERVICE PROGRAM (IN THE CASE OF SERVICE PROGRAMS WITH NO APPLICABLE SERVICE PERIOD). THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES AND IN SUCH EVENT, THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL ONLY APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SERVICE AGREEMENT SHALL BE DEEMED TO LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR (I) FRAUD OR FRAUDULENT MISREPRESENTATION OR (II) DEATH OR PERSONAL INJURY TO THE EXTENT THAT IT RESULTS FROM SUCH PARTY'S NEGLIGENCE AND SOLELY TO THE EXTENT REQUIRED BY APPLICABLE LAW.

18. Confidentiality.

Confidential Information. Each party (the "Disclosing Party") may from time to time during the Term disclose to the other party (the Recipient") certain information regarding the Disclosing Party's business, including its products, inventions, operations, methodologies, systems, processes, product development plans or intentions, know-how, designs, trade secrets, market opportunities, business or financial affairs, and technical, marketing, financial, employees, planning, and other confidential or proprietary information ("Confidential Information"). AVI-SPL's Confidential Information includes (without limitation) the function and performance of the Products, the terms of this Agreement, and any other information relating to the Products or the sale thereof. Confidential Information includes information disclosed orally, visually, or through any tangible medium.

Protection of Confidential Information. Recipient will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Service Agreement or to carry out the Services, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of Recipient who have a need to know such Confidential Information for purposes of carrying out the Services and who are under a duty of confidentiality no less restrictive than Recipient's duty hereunder. Recipient will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

Residuals. The Recipient shall be free to use for any purpose the residuals resulting from access to or work with the Confidential Information of the Disclosing Party, provided that the Recipient shall not disclose the Confidential Information except as expressly permitted hereunder. The term "residuals" means information in intangible form, which is retained in memory by persons who have had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. The Recipient shall not have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, this section shall not be deemed to grant to the Recipient a license under the Disclosing Party's copyrights or patents.

Exceptions. Recipient's obligations under Section 16 with respect to any Confidential Information of the Disclosing Party will terminate if and when Recipient can document that such information: (a) was already lawfully known to Recipient at the time of disclosure by the Disclosing Party; (b) was disclosed to Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of Recipient has become, generally available to the public; or (d) was independently developed by Recipient without access to, or use of, the Disclosing Party's Confidential Information. In addition, Recipient will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (i) approved in advance, in writing by the Disclosing Party, (ii) necessary for Recipient to enforce its rights under this Service Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body, provided that Recipient notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's request and expense, in any lawful action to contest or limit the scope of such required disclosure.

* All provisions subject to Florida's Public Records Laws (Chapter 119 Florida Statutes)

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19. Force Majeure.

Except for the obligation to make timely payments, neither party will be liable to the other for delays or failures to perform occasioned by causes beyond its reasonable control. Such acts or events shall include but not be limited to, acts of God, civil or military authority, civil disturbance, riot, fire, strikes, lockouts or slowdowns, factory or labor conditions, inability to obtain necessary labor, materials or manufacturing facilities, delayed issuance of export control licenses. In the event of such delays or failures to perform, any dates or times by which AVI-SPL is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the additional time required because of the delay or failure to perform. Each of the parties shall promptly inform the other of any event of force majeure, its expected duration and cessation, respectively.

20. General.

Except as otherwise set forth in this Service Agreement, this Service Agreement may only be modified by a written agreement duly signed by authorized representatives of both parties, and variance from or addition to the provisions of this Service Agreement in any order or other written notification will be of no effect.

Any notices required or permitted to be given hereunder shall be in writing and effective when received by a party at the address as the receiving party has last notified to the other party by prior written notice. In the case of AVI-SPL such address, unless otherwise notified in writing, shall be as follows:

AVI-SPL, Inc.
Attn: Executive Vice President
6301 Benjamin Road, Suite 101
Tampa, Florida 33634

If any provision of this Service Agreement shall be held to be invalid, illegal, or unenforceable, the remaining terms of this Service Agreement shall in no way be affected or impaired. The waiver by either party of a breach of any provision of this Service Agreement shall not be construed as a waiver of any subsequent breach.

You may not assign any or all of your rights or obligations under this Service Agreement including by purchase, merger or operation of law, without the prior written consent of AVI-SPL, which consent shall not be unreasonably withheld. Any attempted assignment or transfer in violation of this provision shall be null and void. AVI-SPL may assign its rights and obligations under this Service Agreement without prior written consent or notice.

AVI-SPL's affiliates may participate in AVI-SPL's performance under this Service Agreement and a Service Program, and AVI-SPL may also sub-contract its obligations under this Service Agreement and a Service Program provided that AVI-SPL remains liable for the performance of its affiliates and/or sub-contractors in respect thereof.

Same as expressly provided, no term or provision of this Service Agreement or a Service Program shall be enforceable by a third party (being any person other than the parties and their permitted successors and assignees).

The Customer acknowledges that AVI-SPL has trained personnel who perform Services and has made an investment in such personnel. Therefore, at no time during the term of a Service Program or for one (1) year thereafter, will the Customer directly or indirectly either offer employment to or hire any AVI-SPL employees who perform Services on behalf of AVI-SPL without AVI-SPL's express prior written consent. ~~In the event that the Customer is in breach of this provision, AVI-SPL shall have the right to invoice the Customer, and the Customer agrees to pay, a sum equal to 12 months' salary in respect of the hired individual.~~

In performing the Services, AVI-SPL shall be deemed to be an independent contractor and its personnel and representatives shall not act as nor be Customer's agents or employees. AVI-SPL shall have complete charge and responsibility for personnel employed or engaged by AVI-SPL.

Upon any expiration or termination of these this Service Agreement, Sections 15 (Intellectual Property), 16 (Indemnity) and 17 (Warranty/Limitation of Liability) shall survive.

This Service Agreement may have been translated into various languages for the convenience of AVI-SPL's Customers. While the translation is correct to the best of AVI-SPL's knowledge, AVI-SPL is not responsible or liable in the event of an inaccuracy. English is the controlling language of this Service Agreement, and any translation has been prepared for you as a courtesy only. In the event of a conflict between the English-language version of this Service Agreement and a version that has been translated into another language, the English-language version of this Service Agreement shall control.

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This Service Agreement shall be governed by the laws of the State of Florida and any disputes will be subject to the exclusive jurisdiction of the federal courts of the United States of America or the courts of the State of Florida, in each case located in the city of Tampa and the county of Hillsborough. The non-prevailing party in any dispute will pay all reasonable court costs and attorneys fees finally awarded. The U.N. Convention on Contracts for the International Sale of Goods does not apply. AVI-SPL shall have the option to bring a suit before the courts of your domicile, when the claim is for payments due from you.

UNLESS OTHERWISE EXPRESSLY AGREED IN A SIGNED WRITING BY THE PARTIES IN ACCORDANCE HERewith, THIS SERVICE AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, SUPERSIDING ALL PROPOSALS OR PRIOR TERMS AND CONDITIONS, AGREEMENTS OR COMMUNICATIONS, ORAL OR WRITTEN, BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF.

Please see addendum attached hereto and made a part hereof

Customer Acceptance of Customer Care Service Agreement

Signed Name

Customer

Printed Name

Date

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Software License Agreement

This Software License is made by Audio Visual Innovations, Inc./Signal Perfection, Ltd. ("Company") to Buyer as an essential element of the services to be rendered by the Company as defined in the Proposal and any system specification and any associated documents made available to Buyer by Company. Buyer and Company agree that this Software License is deemed to be part of the Agreement. This Software License applies to control system integration and programming and does not apply to any other services. Any capitalized terms not otherwise defined herein shall have the meaning ascribed to them under the General Terms and Conditions.

SECTION 1 LICENSE GRANT AND OWNERSHIP

1.1 The Company hereby grants to Buyer a worldwide, perpetual, non-exclusive, non-transferable license to all software for Buyer's use in connection with the establishment, use, maintenance and modification of the system implemented by the Company. The term "Software" for the purposes of this Software License shall refer to all source code, executable object code, and the patches, scripts, modifications, enhancements, designs, concepts or other materials that constitute the software programs necessary for the proper function and operation of the system as delivered by the Company and accepted by the Buyer.

1.2 Except as expressly set forth in this paragraph, the Company shall at all times own all intellectual property rights to the software. Any and all licenses, product warranties or service contracts provided by third parties in connection with any software, hardware or other software or services provided in the system shall be delivered to Buyer for the sole benefit of Buyer.

1.3 Buyer may supply to the Company or allow the Company to use certain proprietary information, including service marks, logos, graphics, software, documents and business information and plans that have been authored or pre-owned by Buyer. All such intellectual property shall remain the exclusive property of Buyer and shall not be used by the Company for any purposes other than those associated with delivery of the system.

SECTION 2 COPIES, MODIFICATION, AND USE

2.1 Buyer may make copies of the software for archival purposes and as required for modifications to the system. All copies and distribution of the software shall remain within the direct control of Buyer and its representatives.

2.2 Buyer may make modifications to the source code version of the software, if and only if the results of all such modifications are applied solely to the system. In no way does this Software License confer any right in Buyer to license, sublicense, sell, or otherwise authorize the use of the software, whether in executable form, source code or otherwise, by any third parties, except in connection with the use of the system as part of Buyer's business.

2.3 All express or implied warranties relating to the Software shall be deemed null and void in case of any modification to the software made by any party other than the Company.

SECTION 3 WARRANTIES AND REPRESENTATIONS

The Company represents and warrants to Buyer that:

Audio Visual Innovations Inc. and Signal Perfection Ltd are wholly owned subsidiaries of AVI-SPL, Inc. This Entire Document and all information (including drawings, specifications and designs) presented by any subsidiary are the property of AVI-SPL Inc. Proprietary information provided to potential customers, clients or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of AVI-SPL. © Copyright AVI-SPL. All Rights Reserved

3.1 it has all necessary rights and authority to execute and deliver this Software License and perform its obligations hereunder and to grant the rights granted under this Software License to Buyer;

3.2 the Products and Services provided by Company subject to this Software License, including the Software and all intellectual property provided hereunder, are original to the Company or its subcontractors or partners; and

3.3 the software, as delivered as part of the system, will not infringe or otherwise violate the rights of any third party, or violate any applicable law, rule or regulation.

3.4 The Company further represents and warrants that, throughout the System Warranty Period, the executable object code of Software and the system will perform substantially in accordance with the system specifications and Agreement. If the Software fails to perform as specified and accepted all remedies are pursuant to the policies set forth in the system specifications and in the Agreement.

SECTION 4 INDEMNIFICATION

4.1 The Company hereby indemnifies and shall defend and hold harmless Buyer, its parent companies and its and their subsidiaries, affiliates, officers, directors, employees, agents and subcontractors from and against all liability, damages, loss, cost or expense, including but not limited to reasonable attorneys' fees and expenses, arising out of or in connection with any breach or alleged breach of the Agreement or any third party claims that the software or system here provided by the Company infringes or otherwise violates any rights of any such third party.

~~4.2 Buyer hereby indemnifies and shall defend and hold harmless the Company, its and their subsidiaries, affiliates, officers, directors, employees, agents and subcontractors from and against all liability, damages, loss, cost or expense, including but not limited to reasonable attorneys' fees and expenses, arising out of or in connection with any third party claims that Buyer's use of the software in contravention of the grant of rights infringes or otherwise violates any rights of any such third party.~~

4.3 Upon the assertion of any claim or the commencement of any suit or proceeding against an indemnitee by any third party that may give rise to liability of an indemnitor hereunder, the indemnitee shall promptly notify the indemnitor of the existence of such a claim and shall give the indemnitor reasonable opportunity to defend and to settle the claim at its own expense and with counsel of its own selection. The indemnitee shall cooperate with the indemnitor, shall at all times have the full right to participate in such a defense at its own expense and shall not be obligated,



against its consent, to participate in any settlement which it reasonably believes would have an adverse effect on its business.

SECTION 5 TRANSFER AND TERMINATION

This license will automatically terminate upon the disassembly of the system cited above, unless the system is reassembled in its original

configuration in another location. The Company may terminate this license upon notice for failure to comply with any of the terms set forth in this Software License. Upon termination, Customer is obligated to immediately destroy the Software, including all copies and modifications.

Please see addendum attached hereto and made a part hereof

Buyer Acceptance of Software License Agreement

Signed Name

Buyer

Printed Name

Date

Audio Visual Innovations Inc. and Signal Perfection Ltd are wholly owned subsidiaries of AVI-SPL, Inc. This Entire Document and all information (including drawings, specifications and designs) presented by any subsidiary are the property of AVI-SPL Inc. Proprietary information provided to potential customers, clients or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of AVI-SPL. © Copyright AVI-SPL. All Rights Reserved

AVI-SPL, Inc.

Proposal #: 273706-1

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ADDENDUM TO GENERAL TERMS AND CONDITIONS, CUSTOMER CARE SERVICE AGREEMENT AND SOFTWARE LICENSE AGREEMENT BY AND BETWEEN THE TOWN OF SURFSIDE, FLORIDA AND AUDIO VISUAL INNOVATIONS, INC./SIGNAL PERFECTION, LTD.

THIS ADDENDUM TO GENERAL TERMS AND CONDITIONS, CUSTOMER CARE SERVICE AGREEMENT AND SOFTWARE LICENSE AGREEMENT (“Addendum”) is made and entered into as of this ___ day of December, 2017, by and between **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (referred to as “Town”, “Buyer”, and/or “Customer”) and **AUDIO VISUAL INNOVATIONS, INC./SIGNAL PERFECTION, LTD.** (referred to as “Company” and/or “AVI-SPL”).

WITNESSETH:

WHEREAS, the Town and Company wish to enter into those certain (i) General Terms and Conditions Agreement, (ii) Customer Care Agreement, and (iii) Software License Agreement, for the purpose of upgrading the existing High Definition Network Managed System, and entering into corresponding service and software license agreements (hereinafter, collectively, the “Agreement”); and

WHEREAS, the Town and Company desire to amend certain provisions of the Agreement as hereinafter provided.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Town and Company desiring to be legally bound, do hereby agree and covenant as follows:

1. **Addendum Controls.** In the event of any conflict between this Addendum and the Agreement, the terms of this Addendum shall prevail and govern.
2. **Defined Terms.** All initial capitalized terms used in this Addendum shall have the same meaning as set forth in the Agreement unless otherwise provided.
3. **Recitals.** The recitals set forth above are incorporated herein and made a part of this Addendum.
4. **Payments.** Company shall deliver an invoice to the Town not more often than once per month detailing deliverables or services delivered or completed and the amount due to Company under the Agreement. Invoices or fees shall be paid in arrears each month, pursuant to Company’s invoice, which shall be based upon the fees or rates set forth in the Investment Summary dated October 16, 2017. The Town shall pay the Company in accordance with the Florida Prompt Payment Act after approval and acceptance of the deliverables or services by the Town Manager and/or his designee.

5. **Insurance.**

- 5.1 Company shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Company's insurance and shall not contribute to the Company's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section 5 and may be increased by the Town as it deems necessary or prudent.
- 5.2 Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Company. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
- 5.3 Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Company shall be allowed to provide Services pursuant to the Agreement who is not covered by Worker's Compensation insurance.
- 5.4 Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- 5.5 Professional Liability Insurance in an amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence, single limit.
- 5.6 Cyber Liability Insurance in the amount of Two Million Dollars \$2,000,000.00.
- 5.7 **Certificate of Insurance.** Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured (except with

respect to Professional Liability Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of the Agreement by Town and prior to commencing any Services. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The Company shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of the Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to the Agreement and shall state that such insurance is as required by the Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.

5.8 **Additional Insured.** Except with respect to Professional Liability Insurance, the Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Services performed by or on behalf of the Company in performance of the Agreement. The Company's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Company's insurance. The Company's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

5.9 **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Company shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

5.10 The provisions of this section shall survive termination of the Agreement.

6. **Indemnification.** Company shall protect, defend, indemnify, save and hold harmless the Town, all departments, agencies, boards and commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any negligent act or

omission of the Company, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the Town as a result of any claim, demands, and/or causes of action. Nothing in this indemnification or the Agreement is intended to act as a waiver of the Town's sovereign immunity rights, including those provided under section 768.28, Florida Statutes. This indemnification shall survive the expiration or termination of the Agreement.

7. **Notices/Authorized Representatives.**

7.1 Any notices required by the Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Town: Town of Surfside
Town Manager
9293 Harding Avenue
Surfside, Florida 33154

With a copy to: Town Attorney
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154

For The Company: AVI-SPL, Inc.
Attention: Executive Vice President
6301 Benjamin Road, Suite 101
Tampa, Florida 33634

8. **Governing Law.**

The Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

9. **Ownership and Access to Records; Public Records.** Notwithstanding anything to the contrary in the Agreement, the Agreement and all deliverables and services provided by the Company are subject to Florida's Public Records Law (Chapter 119, Florida Statutes, including but not limited to the following:

9.1 Company acknowledges that all inventions, innovations, improvements, developments, methods, studies, designs, analyses, plans, drawings, reports and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Company during the term of the Agreement ("Work Product") belong to the Town. Company shall promptly disclose such Work Product

to the Town and perform all actions reasonably requested by the Town (whether during or after the term of the Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

- 9.2 All records, books, documents, maps, data, deliverables, papers and financial information (the “Records”) that result from the Company providing the Services to the Town under the Agreement shall be the property of the Town.
- 9.3 Company agrees to keep and maintain public records in Company’s possession or control in connection with Company’s performance under the Agreement. Company additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Company shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.
- 9.4 Upon request from the Town custodian of public records, Company shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 9.5 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- 9.6 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Company shall be delivered by the Company to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Company shall be delivered to the Town in a format that is compatible with the Town’s information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Company shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 9.7 Any compensation due to Company shall be withheld until all records are received as provided herein.
- 9.8 Company’s failure or refusal to comply with the provisions of this section shall result in the immediate termination of the Agreement by the Town.

Section 119.0701(2)(a), Florida Statutes

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: **SANDRA NOVOA, MMC,
TOWN CLERK**

Mailing address: **9293 Harding Avenue
Surfside, Florida 33154**

Telephone number: **305-887-9541**

Email: **snovoa@townofsurfsidefl.gov**

10. Compliance with Laws.

Company shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out deliverables or services under the Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the services under the Agreement.

11. Most Favored Nation.

Company agrees that if, after the Effective Date of the Agreement, it enters into an agreement for the same or substantially similar scope of services with another local government in Florida which contains a term or condition, including fees, charges or costs, that are more favorable than the terms in the Agreement, the Town may provide Company with written notice explaining how the new agreement is for the same or substantially similar services and how the new agreement contains terms or conditions that are more favorable than the terms in the Agreement, and requesting to negotiate an amendment to the Agreement (a “New Agreement Notice”). The parties shall act in good faith to negotiate an amendment to the Agreement that addresses, in a manner that is fair and equitable to both parties, the matters raised by the Town in the New Agreement Notice. If the parties fail to reach agreement upon an amendment within ninety (90) days of the New Agreement Notice, then the Town shall have the right to terminate this Agreement without penalty or early termination fee. .

12. Ratification. Except as expressly amended herein, all of the terms and provisions of the Agreement remain unmodified and in full force and effect. In the event of any conflict between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall govern as necessary to resolve any such conflict.

13. **Controlling Agreement; No Construction against Drafter.** The Agreement, as modified by this Addendum, is the sole expression of the agreement between the Town and Company as to the subject matter thereof.

14. **Counterparts, Facsimiles.** This Addendum may be executed in counterparts and any counterpart evidencing signature by one party may be delivered by telecopy, facsimile or electronic mail. Each executed counterpart of this Addendum will constitute an original document and all executed counterparts, together, will constitute the same Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the parties hereto have caused this Addendum on the dates set forth below their respective signatures.

<p>ATTEST:</p> <p>_____</p> <p>Town Clerk</p>	<p>TOWN:</p> <p>TOWN OF SURFSIDE, FLORIDA, a Florida municipal corporation</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p>APPROVED AS TO LEGAL FORM AND SUFFICIENCY:</p> <p>_____</p> <p>Town Attorney</p>	
	<p>COMPANY:</p> <p>AUDIO VISUAL INNOVATIONS, INC./SIGNAL PERFECTION, LTD.</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>



Town of Surfside Commission Communication

Agenda Item # 3J

Agenda Date: December 13, 2017

Subject: Public Information Outreach for Charter Amendment

Background: At the September 18, 2017 Special Town Commission meeting, the following ballot question was approved by Resolution No. 17-2450:

Establishing Four Year Staggered Terms for Commissioners Commencing 2020 and Retaining Mayor's Two Year Term

The Charter provides for Mayor and Commissioners to be elected to two year terms, with the Commissioner receiving the most votes becoming Vice Mayor. It is proposed that the Charter be amended to retain a two year term for Mayor, while providing for transition to four year, staggered terms for Commissioners beginning in 2020, and for Vice Mayor to be selected by the Commission from among its members.

Shall the Charter amendment be adopted?

YES []

NO []

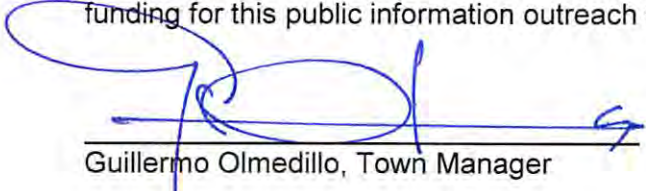
Analysis: In the new year leading up to the March 20, 2017 vote, educational outreach to the public will be conducted on a factual and "value neutral" basis. The Administration, with the assistance of Pinzur Communications, will inform the public through the following efforts:

- 1) Two advertisements in newspapers of general circulation.
- 2) One mailing to all Surfside residences via the Gazette address database.
- 3) One mailing through utility billing.
- 4) One mailing to Surfside registered voters via a list provided by the Miami-Dade County Elections Department.
- 5) Information in the Gazette including two dedicated inserts.
- 6) Informative public service announcement on Channel 93.
- 7) Information on the Town's website and corresponding eblasts.
- 8) Information on Town bulletin boards and posted on Nextdoor.

Budget Impact: Not to exceed \$15,000. This initiative is not budgeted.

Staff Impact: Existing staff will be utilized to implement the outreach.

Recommendation: The Administration recommends the Town Commission approve the allocation of funding for this public information outreach as identified.


Guillermo Olmedillo, Town Manager

RESOLUTION NO. 17 - _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING PUBLIC INFORMATION OUTREACH FOR PROPOSED CHARTER AMENDMENT AND AUTHORIZING THE EXPENDITURE OF FUNDS FROM THE FISCAL YEAR 2017/2018 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 18, 2017, the Town Commission by Resolution No. 17-2450 approved the proposed ballot question for an amendment to the Town Charter providing for four-year staggered terms for commissioners commencing in 2020 and retaining two-year terms for the Mayor; and

WHEREAS, the Town of Surfside (“Town”) deems it necessary to provide educational and information outreach to the public and voters on the proposed Charter amendment to be presented at the March 20, 2018 special election; and

WHEREAS, the Town Commission wishes to approve the public information educational outreach for the Charter amendment, and authorize the expenditure of funds from the Fiscal Year 2017/2018 Budget not to exceed \$15,000 for such purposes; and

WHEREAS, it is in the best interest of the Town to approve the public information outreach and authorize the expenditure of funds for such purposes.

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

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

Section 2. Approval of Public Information Outreach on Proposed Charter Amendment; Authorization for Expenditure. The Town Commission hereby approves the public information outreach for the proposed Charter Amendment, and authorizes the expenditure of funds from the FY 2017/2018 Budget not to exceed \$15,000.00 for such purposes.

Section 3. Implementation. The Town Manager and/or his designee is hereby authorized to take any and all action necessary to implement the purposes of this Resolution.

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

PASSED AND ADOPTED this 13th day of December, 2017.

Motion by: _____,

Second by: _____

FINAL VOTE ON ADOPTION

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

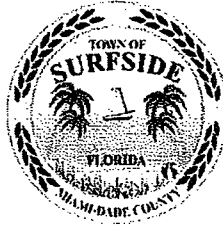
Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, MMC, Town Clerk

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

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney



Town of Surfside Commission Communication

Agenda Item # 4A1

Agenda Date: December 13, 2017

From: Guillermo Olmedillo, Town Manager
Sandra Novoa, Town Clerk
Lillian Arango, Town Attorney

Subject: Amending Article VII. – “Code of Ethics”
Second Reading

Background: The attached ordinance revises the Town’s Code of Ethics codified in Article VII. Chapter 2 of the Town Code of Ordinances. The Code of Ethics was originally adopted on April 10, 2007 establishing standards of conduct for current and former Town officials and employees and persons or entities doing business with and lobbying before the Town, and was subsequently amended on January 15, 2013, December 9, 2014 and February 16, 2017. The proposed changes are meant to conform to the Miami-Dade County Code of Ethics and address appearances and lobbying by Town elected officials and officers, board and committee members for two (2) years after leaving office or service to the Town, and amend the definition of “lobbyist.” The Ordinance proposes the following changes:

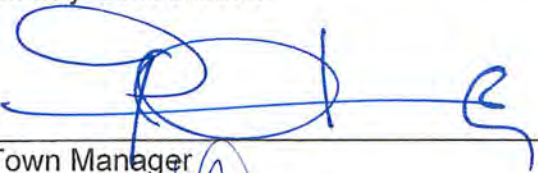
1. Section 2-230 (Exploitation of Official Position). Section 2-230 is amended to add subsection (b) providing for continued application of this provision for two (2) years after ceasing Town service (“2 Year Rule”), consistent with the County Code of Ethics. Section 2-230(b)(1) provides that an *elected Town official* shall not lobby any Town commission, officer or departmental personnel or employee in connection with any matter before the Town for two (2) years after his or her Town service has ceased. Section 2-230(b)(2) provides that no former advisory personnel, autonomous personnel, officer (board or committee member) or quasi-judicial personnel shall for a period of two (2) years after his or her Town service has ceased, lobby the Town board or committee on which he or she

served in connection with any matter related to the board or committee's enforcement, oversight or authority.

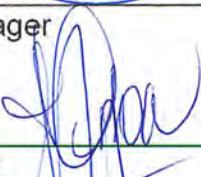
2. Section 2-231 (Certain Appearances and Payment Prohibited). Section 2-231 is amended to add subsection (d) providing that no current advisory personnel, autonomous personnel, officer (board or committee member) or quasi-judicial personnel shall either directly or through an associate appear, represent or act on behalf of a third party, or be engaged as a lobbyist, before the Town Commission, Town board or committee, or any Town department with respect to any after sought by the third party.
3. Section 2-235, - Lobbying. Section 1(b) is amended to revise the definition of "lobbyist" consistent with the County Ethics Code to specifically exclude any person who only appears as a representative of a not-for-profit community based organization for the purpose of requesting a grant without special compensation or reimbursement for the appearance (the existing Town provision is broader and exempts and excludes any not-for-profit corporation or entity, such as a charitable organization, trade association, or trade union). Section 1(b) is further amended to specifically exclude as a lobbyist consistent with the County Ethics Code, any person who only appears as a representative of a neighborhood, homeowners or condominium association, without compensation for the appearance, to express support of or opposition to any item.

Staff Impact: The proposed changes provide clarification for appearances and lobbying before the Town, conform more closely to the County Ethics Code, and provide more specificity.


Recommendation: The Town Manager, Town Attorney and Town Clerk recommend the Commission approve second reading of the proposed Ordinance providing for the above changes to the Code of Ethics, as well as revising and updating the 'Gifts' section of the Ordinance pursuant to Commission direction for consistency with the County Ethic's Code.



Town Manager



Town Clerk



Town Attorney

ORDINANCE NO. 17 - _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING ARTICLE VII. - “CODE OF ETHICS” BY AMENDING SECTION 2-230 TO PROVIDE FOR CONTINUING APPLICATION FOR TWO YEARS AFTER TOWN SERVICE; AMENDING SECTION 2-231 PROHIBITING CERTAIN APPEARANCES AND LOBBYING BY CURRENT PERSONNEL, OFFICERS, COMMITTEE AND BOARD MEMBERS; AND AMENDING SECTION 2-235 (1) TO AMEND THE DEFINITION OF LOBBYIST; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) Commission adopted a Code of Ethics on April 10, 2007 establishing standards of conduct for current and former town officials, employees and persons doing business with the Town; and

WHEREAS, the Town Commission subsequently amended the Code of Ethics on January 15, 2013, December 9, 2014 and February 16, 2017 to impose additional regulations on lobbyists and include an honor code for elected and appointed Town officials and employees; and

WHEREAS, the Town Commission finds that high ethical standards governing the conduct of public officers and employees are important and serve the public interest, and desires to further amend the Code of Ethics in Article VII of the Town Code to address appearances and lobbying by current and former Town officers, and board and committee members and to amend the definition of lobbyist; and

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 VII. – “Code of Ethics” of the Surfside Town Code of Ordinances is hereby amended and shall read as follows:

* * *

¹Additions to the text are shown in underline. Deletions are shown in ~~strikethrough~~. Additions made after first reading are shown in double underline. Deletions made after first reading are shown in ~~double-strikethrough~~.

Article VII. – CODE OF ETHICS

Sec. 2-226. - Code of ethics adopted.

- (a) Our government is a representative democracy. Those who are elected, appointed, hired, volunteer or campaign to serve the public as representatives accept a public trust. The public entrusts its powers and resources to its servants to use only in the public interest. Public trust requires public servants to fulfill their public duties faithfully and honestly, and to subordinate any personal interest, which conflicts with the public interest. The town adopts the following ordinance to provide for specific guidelines for minimum ethical standards for public servants, officials and employees.
- (b) It is the policy of the town that no officer or employee of the town shall have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature, which is in substantial conflict with the proper discharge of his or her duties in the public interest. To implement this policy and strengthen the faith and confidence of the town's residents in their government, the town will enact a code of ethics setting forth standards of conduct required of the town's public officers and employees, in the performance of their official duties. It is the intent of the town that this Code shall serve as a guide for the official conduct of the public officers and employees of the town. For the purposes of this article the term "officer" and "public officer" shall include the town commission and all appointed town board and committee members.

Sec. 2-227. - Code of ethics generally.

The conduct of the officers and employees of the town shall be governed by the code of ethics of the town, which shall include:

- (1) The state "code of ethics for public officers and employees", codified in F.S. ch. 112, as may be amended from time to time; and
- (2) The "Miami-Dade County Conflict of Interest and Code of Ethics Ordinance," codified at section 2-11.1 et seq., Miami-Dade County Code, as may be amended from time to time; and
- (3) Any provisions that the town commission may adopt from time to time in addition to those set forth in subsections (1) and (2) above.

Sec. 2-227.1 - Honor code for elected and appointed town officials and town employees.

- (a) It shall be the policy of the town that all elected and appointed town officials and town employees shall adhere to the public service honor code ("honor code"). The honor code consists of the following minimum standards regarding the responsibilities of all public servants in the town.
- (b) Each elected and appointed public official and employee of the town shall, when acting in his or her official capacity, comply with the following standards:

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- (1) Serve and protect the public interest above any personal or institutional interest or loyalty; and
 - (2) Act as the public's surrogate by protecting it against waste or fraud; and
 - (3) Respect and uphold laws, ordinances, resolutions, rules, and regulations that protect the public against abuses in town government by assisting law enforcement and other federal, state, county and local authorities charged with protecting the public trust; and
 - (4) Report any information concerning activity which may constitute a crime, of which he or she has personal knowledge, immediately and personally to the state attorney and/or the Miami-Dade County Commission on Ethics and Public Trust; and
 - (5) Cooperate fully with law enforcement agencies or other official investigative authorities in providing truthful testimony and other relevant information pertaining to any alleged violation of the public trust.
- (c) Town supervisors shall counsel and encourage employees in their respective departments to report violations of town code, including waste, fraud or other abuse of public resources, to the appropriate agency.
- (d) The honor code shall be enforced as follows:
- (1) The town manager or the town manager's designee may use the administrative process of the town for violations of the honor code committed by all officials or employees subject to the authority of the town manager.
 - (2) The Miami-Dade County Commission on Ethics and Public Trust shall have jurisdiction over violations of the honor code committed by elected town officials and by all other town officials and employees not subject to the administrative authority of the town manager. The Miami-Dade County Commission on Ethics and Public Trust shall follow the procedures outlined in section 2-1074 of the Miami-Dade County Code in conducting such investigations or hearings. The Miami-Dade County Commission on Ethics and Public Trust may impose a letter of reprimand or letter of instruction following a determination that a violation of the honor code has occurred. Such action by the Miami-Dade County Commission on Ethics and Public Trust shall not prevent the town or any department head or supervisor from taking any additional action or imposing any penalty that they are authorized to take or impose.
 - (3) Whenever any elected or appointed town official or employee is in doubt as to the proper interpretation or application of the honor code as to himself or herself, he or she may request a binding opinion from the Miami-Dade County Commission on Ethics and Public Trust.
 - (4) Adherence to the honor code by town employees shall be included, wherever appropriate and to the extent legally permissible, in the criteria for evaluations for merit increases, promotions, and professional recognition.
 - (5) The Miami-Dade County Commission on Ethics and Public Trust may include the honor code in its ethics training programs for town officials and employees.

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- (e) The town shall not dismiss, discipline, or take any other adverse personnel action against an employee for complying with the honor code. Further, the town shall not take any adverse action that affects the rights or interests of any employee in retaliation for the employee's compliance with the honor code. If the town takes any of the adverse actions stated in the preceding sentences as a result of an employee's compliance with the honor code, the employee shall be entitled to apply to the town manager and to the Miami-Dade County Commission on Ethics and Public Trust for redress, each of which shall take appropriate steps within their authority and discretion to ensure that no employee is penalized for compliance with the honor code.

Sec. 2-228. - Penalty.

The ethics commission created pursuant to Miami-Dade County Ordinance No. 97-105 shall have primary jurisdiction for enforcement of this code of ethics.

Sec. 2-229. - Gifts.

- (a) *Gift defined.* The term "gift" means the transfer of anything of economic value, whether in the form of money, service, loan, travel, entertainment, hospitality, item or promise, or in any other form, without adequate and lawful consideration.
- (b) *Exceptions.* The provisions of subsection (a) of this section shall not apply to:
- (1) Political contributions specifically authorized by state law;
 - (2) Gifts from relatives or members of one's household, unless the person is a conduit on behalf of a third party to the delivery of a gift that is prohibited under subsection (c) of this section;
 - (3) Awards for professional or civic achievement but only if the value of said awards is less than \$500.00;
 - (4) Material such as books, reports, periodicals or pamphlets either solely informational or of an advertising nature but only if the value of said material is less than \$500.00.
- (c) *Prohibitions.* Public officers and employees shall neither solicit, ~~nor~~ demand or accept any gift intended to persuade them to take, or not take, official action, or to perform, or not perform, a duty required by their government service. It is also unlawful for any person or entity to offer, give or agree to give to any public officer or employee, to accept or agree to accept from another person or entity, any gift for or because of:
- (1) An official public action taken, or to be taken, or which could be taken, or an omission or failure to take a public action;
 - (2) A legal duty performed or to be performed, or which could be performed, or an omission or failure to perform a legal duty;
 - (3) A legal duty violated or to be violated, or which could be violated by any public officer or employee; or
 - (4) Attendance or absence from a public meeting at which official action is to be taken.

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- (d) Disclosure. Public officers and employees shall disclose as provided herein any gift, or series of gifts, from any person or entity that are not intended to influence official action, having a value in excess of One Hundred Dollars (\$100.00). Said disclosure shall be made by filing a copy of the disclosure form required by Chapter 112, Florida Statutes, for “local officers” with the Town Clerk simultaneously with the filing of the form with the Secretary of State.

Sec. 2-230. - Exploitation of official position prohibited.

- (a) No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, officers or quasi-judicial personnel shall use or attempt to use an official position to secure special privileges or exemptions for that person or others except as may be specifically permitted by other ordinances and resolutions previously adopted or hereafter adopted by the town commission.

- (b) Continuing application for two (2) years after town service.

(1) No person who has served as an elected town official shall for a period of two (2) years after his or her town service has ceased, lobby any town commissioner, officer or departmental personnel or employee in connection with any judicial or other proceeding, application, RFP, RFQ, bid, contract, claim, controversy, charge, accusation, arrest or other particular subject matter in which the town or one of its departments or instrumentalities is a party or has any interest whatever, whether direct or indirect.

(2) No former advisory personnel, autonomous personnel, officer or quasi-judicial personnel shall for a period of two (2) years after his or her town service has ceased, lobby the town board or committee on which he or she served in connection with any matter related to the board or committee’s enforcement, oversight or authority.

Sec. 2-231. - Certain appearances and payment prohibited.

- (a) No commissioner, officer, departmental personnel or the business entity by which they are employed, or employee shall appear before any town board and make a presentation on behalf of a third person with respect to any matter, license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall the person receive any compensation or gift, directly or indirectly, for services rendered to a third person, who has applied for or is seeking some benefit from the town, in connection with the particular benefit sought by the third person. Nor shall the person appear in any court or before any administrative tribunal as counsel or legal advisor to a party who seeks legal relief from the town through the suit in question.
- (b) No advisory personnel, autonomous personnel, officer or quasijudicial personnel shall appear before the town commission, either directly or through an associate, and make a presentation on behalf of a third person with respect to any matter, license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall such person receive any compensation or gift, directly or indirectly, for services rendered to a third party that has applied for or is seeking some benefit from the town commission in connection with the particular benefit sought by the third party. Nor

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shall the person appear in any court or before any administrative tribunal as counsel or legal advisor to a third party who seeks legal relief from the town commission through the suit in question.

- (c) No advisory personnel, autonomous personnel, officer or quasijudicial personnel, after deliberating, considering, ruling or recommending on an application filed with the board or committee upon which they serve, shall appear before a higher board or the town commission to testify as an affected party.
- (d) No current advisory personnel, autonomous personnel, officer or quasi-judicial personal shall either directly or through an associate, appear, represent or act on behalf of a third party before the town commission, town board or committee, or any town department with respect to any action sought by the third person. Nor shall such person either directly or through an associate be engaged as a lobbyist for and on behalf of a third person with respect to any official action by any town official or town personnel sought by such third person.

Sec. 2-232. - General policy employees.

- (a) One objective of the town is to establish and administer a system of personnel management consistent with the goal of providing superior service to the community by employing and retaining individuals of the highest caliber as demonstrated by work performance and job behavior.
- (b) Employees of the town represent the town in all of their dealings with the public. Their appearance, attitude, and behavior all announce to our customers, the taxpayers, what may be expected from the town's government. For these reasons, we stress the importance of a good public image and courteous behavior as minimum standards for town employees.
- (c) It is the policy of the town to expect from its employees compliance with all personnel rules and regulations, applicable state statutes and federal regulations, in the performance of duties, as well as compliance with all safety rules and standards.
- (d) The town advocates the concept that the quality of public service can attain maximum efficiency and effectiveness through a personnel management system based on merit principles.
- (e) The foregoing provisions relating to town employees shall also be applicable to officers.

Sec. 2-233. - Conflict of interest.

To avoid misunderstandings and conflict of interests, which could arise, the following policy will be adhered to by employees and officers of the town. This policy is in accordance with F.S. § 112.311 et seq., code of ethics for public officers and employees.

- (1) Employees and officers shall not accept any gifts, favors, or services that may reasonably tend to improperly influence them in the discharge of their official duties;
- (2) Employees and officers shall not use or attempt to use their position to secure special privileges or exemptions for themselves or others;

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- (3) Employees and officers shall not accept employment or engage in any business or professional activity, which they may reasonably expect, would require or induce them to disclose confidential information acquired by them by reason of their official position;
- (4) Employees and officers shall not disclose confidential information gained by reason of their official position, nor shall they otherwise use such information for their personal gain or benefit;
- (5) Employees and officers shall not have personal investment in any enterprise, which will create a conflict between their private interest and the public interest;
- (6) Employees and officers shall disclose to the town clerk, upon a form created by the town clerk, any direct or indirect interest in any for profit business relationship and any interest in real property which the employees and officers hold with any other employee or officer;
- (7) In addition to the foregoing, town commissioners shall disclose to the town clerk, upon a form created by the town clerk, any direct or indirect interest in non-homesteaded real property located within the town within 30 days upon purchasing said property. (Upon the passage of this article, the town commissioners shall have 30 days from the effective date, to file disclosure.) Thereafter, the town commissioners will be required to file the real property disclosure in accordance with this sub-paragraph (7) on a yearly basis along with his/her Form 1. However, if for any reason the town clerk does not receive same, s/he shall, in writing and via certified mail, request such official who has failed to file the required disclosure to do so. Thereafter, failure to make this filing, within ten days from receipt of the clerk's notice, shall result in the same penalties as failure to file a Form 1 disclosure as required by the county and state.

Sec. 2-234. - Town attorney to render opinions on request.

Whenever any advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employee, officer or quasi-judicial personnel is in doubt as to the proper interpretation or application of this conflict of interest and code of ethics article, or whenever any person who renders services to the town is in doubt as to the applicability of the article, that person may submit to the town attorney a full written statement of the facts and questions. The town attorney shall then render an advisory nonbinding opinion to such person and shall publish these opinions without use of the name of the person advised unless the person permits the use of a name. Binding opinions may be sought from the county ethics commission. The town clerk shall publish these opinions on the town's website.

Sec. 2-235. - Lobbying.

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

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

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- a. *Town personnel.* Those town officers and employees specified to include the mayor and town commissioners, town board or town committee members, and all town employees.
 - b. *Lobbyist.* All persons, attorneys, firms, or corporations employed or retained by a principal who seeks to encourage the passage, defeat, or modifications of (1) any ordinance, resolution, action or decision of the town commission; (2) any action, decision, recommendation of a town board or committee; or (3) any action, decision or recommendation of town personnel during the time period of the entire decision-making process on such action, decision or recommendation which foreseeably will be heard or reviewed by the town commission, or a town board or committee. "Lobbyist" specifically includes the principal, as defined in this section, as well as any agent, officer or employee of a principal, regardless of whether such lobbying activities fall within the normal scope of employment of such agent, officer or employee. The term "lobbyist" specifically excludes any person who only appears as a representative of a ~~not-for-profit corporation or entity (such as charitable organization, a trade association or trade union), without special compensation or reimbursement for the appearance, whether direct, indirect, or contingent, to express support or opposition to any item; any person who only appears as a representative of not-for-profit community-based organization for the purpose of requesting a grant without special compensation or reimbursement for the appearance; and any person who only appears as a representative of a neighborhood, homeowners or condominium association without compensation for the appearance, whether direct or indirect or contingent, to express support of or opposition to any item.~~
 - c. *Principal.* All persons, firms, or corporations who employ a lobbyist.
- (2) *Lobbyist registration, fees, renewal and withdrawal.*
- a. All lobbyists shall register with the town clerk before engaging in any lobbying activities in the town. Every person required to register as a lobbyist shall:
 - i. Register as a lobbyist.
 - 1. Complete the annual lobbyist registration form, as prepared by the town clerk, stating under oath his or her name, business address, and the name and business address of each person or entity which has employed the registrant to lobby. If the lobbyist represents a corporation, it shall also be identified.
 - 2. Without limiting the foregoing, the lobbyist shall also identify all persons holding, directly or indirectly, a five-percent or more ownership interest in the corporation, partnership, or trust.
 - ii. Pay an annual lobbyist registration fee of \$250.00.
 - iii. Register and disclose terms for each principal represented.

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1. Complete the annual principal registration form, as prepared by the town clerk, prior to conducting any lobbying for each principal (client) being lobbied. Such application shall include a requirement that the lobbyist state under oath, his or her name, business address, the name and business address of each person or entity by which s/he has been employed to lobby, as well as a letter of permission signed by the person, entity, principal or the principal's representative, stating that the lobbyist is authorized to represent him/her/it, together with a disclosure of the terms and amount of compensation paid by each principal to the lobbyist. Each lobbyist and his/her principal shall attach a copy of a fee letter and specify whether any bonuses, success fees, or other consideration shall be received for such lobbying activities. In the alternative, such lobbyist shall submit to the town clerk a joint affidavit, sign by the lobbyist and his/her principal, disclosing the terms amount of compensation (to be) paid by each principal to the lobbyist with regard to the specific issue on which the lobbyist has been engaged.
 2. Pay an annual principal registration fee of \$100.00.
 3. If multiple lobbyists from the same firm represent the same principal, then only one principal registration form and principal registration fee of \$100.00 is required to be filed for that principal. All lobbyists from the same firm who represent the same principal must file a separate lobbyist registration form and a lobbyist registration fee of \$250.00. All lobbyist are required to file an expenditure report as outline below in 2 (a) (iv). Any lobbyist from the same firm may submit all the necessary documents to the Town Clerk on behalf of the firm.
- iv File a lobbyist expenditure report.
1. By January 15 of each year, all lobbyists shall submit to the town clerk a signed statement under oath listing all lobbying expenditures for the preceding calendar year. The statement shall list in detail each expenditure by category, including food and beverage, entertainment, research, communication, media advertising, publications, travel, lodging and special events, and town personnel on whose behalf or benefit the expenditure was made. A statement shall be filed even if there have been no expenditures during the reporting period. Annual statements shall be required until such time as the lobbyist files a notice of withdrawal of lobbying activities with the town clerk.
 2. The town clerk shall notify any lobbyist who fails to timely file an expenditure report. In addition to any other penalties which may be imposed, a fine of \$50.00 per day shall be assessed for reports filed after the due date. Any lobbyist who fails to file the required expenditure report by January 15 shall be automatically suspended from lobbying until all fines are paid, unless the fine has been appealed to the special master of the Town of Surfside.

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3. A lobbyist or principal may appeal a fine and may request a hearing before the special master for the Town of Surfside. A request for hearing on the fine must be filed with the special master within 15 calendar days of receipt of the notification of the failure to file the required disclosure form.
 - v. File a notice of withdrawal. Each person who withdraws as a lobbyist for a particular principal (client) shall file an appropriate notice of withdrawal.
 - b. All lobbyist and principal registration forms, expenditure reports, notices of withdrawal, and applicable fees shall be submitted to the town clerk. Such forms may be amended from time to time administratively.
- (3) *Expiration of lobbyist and principal registrations.* All lobbyist and principal registrations expire December 31 of each year.
- (4) *Processing of registration fees.* The registration fees required by this section shall be deposited by the town clerk into a separate account and shall be expended for the purpose of recording, transcribing, administration and other costs incurred in maintaining these records for availability to the public. Unexpended funds may be transferred to general revenue at the end of the fiscal year. There shall be no fee required for filing a notice of withdrawal, and the town commission may, in its discretion, waive the lobbyist and/or principal registration fee upon a finding of financial hardship.
- (5) *Change in lobbyist information.* Any change to the information originally filed pursuant to this section shall require that the lobbyist file, within three business days from such changed circumstances, a signed statement under oath amending the above-referenced reports. Additionally, in the event official action on the specific lobbying issue is scheduled to occur during said three-day period, the lobbyist and principal shall, prior to said official action, further disclose the amendment by publicly stating on the record, at which the official action is to occur, the subject amendment. The lobbyist has a continuing duty to supply accurate information and amend said reports when so needed.
- (6) *Creation of a lobbyist log.* The town clerk shall publish logs on a quarterly and an annual basis reflecting the lobbyist registrations which have been filed in accordance with this section. All logs required by this section shall be prepared in a manner substantially similar to the logs prepared for the Florida Legislature pursuant to F.S. § 11.045.
- (7) *Town clerk to publish information.* The town clerk shall publish to the town commission, town appointed boards or committees, town manager and other personnel a list of registered lobbyists and their principals, for which they are authorized to lobby, and any other disclosure made to the town clerk that is required pursuant to state and county law. The information shall be disseminated by the town clerk prior to town commission meetings and public hearings.
- (8) *Town sign-in sheet.* Every lobbyist and principal of a local business shall sign in at the front desk each time he or she meets with town personnel at a town facility, or shall deliver a memorandum of said meeting to the town clerk within 24 hours of meeting

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with town personnel at any other location, and shall inform the town clerk, in writing, of (1) the name of the lobbyist or the principal of the local business; (2) the town personnel in attendance; (3) the time and place of the meeting; and (4) the issue discussed. The issue shall be described with as much detail as is practical, including but not limited to a specific description where applicable to a pending request for a proposal, invitation to bid, or public hearing item.

(9) *Penalties for violation.*

- a. The town clerk shall notify the Miami-Dade County Commission on Ethics and Public Trust of the failure of a lobbyist (or principal) to file either of the reports referenced above and/or pay the assessed fines after notification.
- b. A lobbyist (or principal) may appeal a fine and may request a hearing before the Miami-Dade Commission on Ethics and Public Trust. A request for a hearing on the fine must be filed with the Miami-Dade Commission on Ethics and Public Trust within 15 calendar days of receipt of the notification of the failure to file the required disclosure form. The Miami-Dade County Commission on Ethics and Public Trust shall have the authority to waive the fine, in whole or in part, based on good cause shown.
- c. The Miami-Dade County Commission on Ethics and Public Trust shall investigate any person engaged in lobbying activities who may be in violation of this section. In the event that a violation is found to have been committed the Miami-Dade County Commission on Ethics and Public Trust may, in addition to the penalties set forth in this section, prohibit such person from lobbying before the town commission or any committee, board or personnel of the town as provided herein.
 - i. Every lobbyist who is found to be in violation of this section shall be prohibited from registering as a lobbyist or lobbying in accordance with the following schedule:
 1. *First violation:* For a period of 90 days from the date of determination of violation.
 2. *Second violation:* For a period of one year from the date of determination of violation.
 3. *Third violation:* For a period of five years from the date of determination of violation.
 - ii. As used herein, a "direct violation" shall mean a violation committed by a lobbyist representing said bidder or proposer.
- d. A contract entered into in violation of this section shall also render the contract voidable. The town manager shall include the provisions of this section in all town bid documents, RFP, RFQ, and CDBG applications; provided, however, the failure to do so shall not render any contract entered into as the result of the failure illegal per se.

¹Additions to the text are shown in underline. Deletions are shown in ~~striketrough~~. Additions made after first reading are shown in double underline. Deletions made after first reading are shown in ~~double striketrough~~.

e. All members of the town commission, and all town personnel, shall be diligent to ascertain whether persons required to register pursuant to this section have complied. Town commission members or town personnel may not knowingly permit a person who is not registered pursuant to this section to lobby the town commission members, or town appointed committee or board or town personnel.

(10) *Lobbyist contingency fees prohibited.* No person may, in whole or in part, receive or agree to receive a contingency fee. As used herein, "contingency fee" means a fee, bonus, commission, or nonmonetary benefit as compensation which is dependent on or in any way contingent on the passage, defeat, or modification of: (1) an ordinance, resolution, action or decision of the town commission; (2) any action, decision or recommendation of the town manager or any town appointed board or committee; or (3) any action, decision or recommendation of town personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the town commission, or a town appointed board or committee.

(11) *Conflict provision.* It is acknowledged that Section 2-11.1(s) of the Miami-Dade County Code is a minimum standard to govern lobbying activities. If there is any conflict between this section and the county code, this section shall control.

Sec. 2-236. - Relatives of commissioners on boards and committees.

No relative of a commissioner may serve on any commission appointed board or committee. For the purposes of this section "relative" shall mean, the commissioner's spouse, parent, children, step children, grandparent, aunt, uncle, niece, nephew, father-in-law, mother-in-law, brother-in-law, sister-in-law, first cousin, or grandchild. This section shall not apply to appointments made prior to the enactment of this article.

Secs. 2-237—2-260. - Reserved.

* * *

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.

¹Additions to the text are shown in underline. Deletions are shown in ~~strikethrough~~. Additions made after first reading are shown in double underline. Deletions made after first reading are shown in ~~double-strikethrough~~.

Section 6. Effective Date. This ordinance shall become effective on second reading upon adoption.

PASSED AND ADOPTED on first reading this 14th day of November, 2017.

PASSED AND ADOPTED on second reading this ___ day of _____, 2017.

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:

Weiss Serota Helfman Cole & Bierman, P.L.,

¹Additions to the text are shown in underline. Deletions are shown in ~~striketrough~~. Additions made after first reading are shown in double underline. Deletions made after first reading are shown in ~~double striketrough~~.



Town of Surfside Commission Communication

Agenda Item # 4A2

Agenda Date: November 14, 2017 / December 13, 2017

Subject: Ordinance providing for medical marijuana dispensaries and imposing restrictions for pharmacies and medical marijuana dispensaries

Background: At the October 10, 2017 Commission meeting, the Town Commission evaluated options for regulating medical marijuana dispensaries. Staff was directed to draft an amendment to the Code to permit medical marijuana dispensaries and to regulate the location of drug stores and medical marijuana dispensaries. The proposed ordinance implements that direction.

First the ordinance provides definitions related to medical marijuana dispensaries.

Sec. 90-2. Definitions

Marijuana. Any strain of cannabis or marijuana, in any form, that is authorized by state law to be dispensed or sold in the State of Florida. Also referred to as "Medical Marijuana."

* * *

Medical Marijuana Dispensary. A retail establishment, licensed by the Florida Department of Health as a "medical marijuana treatment facility," "medical marijuana treatment center," "dispensing organization," "dispensing organization facility" or similar use, that sells and dispenses medical marijuana.

* * *

Second the ordinance adds "Medical Marijuana Dispensary" to the list of permitted uses in the SD-B40 zoning district. The ordinance also separates "Drug Stores" and

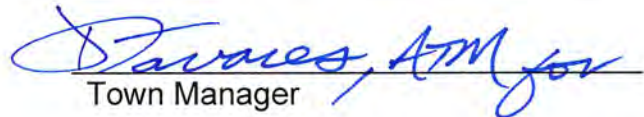
"Sundries" into separate line items. Finally, the code revisions require drug stores to be located 850 feet from other drugstores within the Town limits and medical marijuana dispensaries to be located 850 feet from any other medical marijuana dispensary within the Town limit.

Budget Impact: N/A at this time.

Staff Impact: N/A at this time.

Recommendation: Conduct first reading and first public hearing on the Ordinance


Town Attorney's Office


Town Manager

ORDINANCE NO. 17 - _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-2, "DEFINITIONS"; AND BY AMENDING SECTION 90-41, "REGULATED USES", TO CHANGE THE LIST OF PERMITTED USES RELATED TO DRUG STORES AND MEDICAL MARIJUANA DISPENSARIES AND PROVIDE RELATED REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

1 **WHEREAS**, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida
2 Statutes, provide municipalities the authority to exercise any power for municipal purposes,
3 except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

4 **WHEREAS**, the Town Commission of the Town of Surfside ("Town Commission") finds it
5 periodically necessary to amend its Code of Ordinances and Land Development Code ("Code") in
6 order to update regulations and procedures for maintain consistency with state law and to
7 implement municipal goals and objectives; and

8 **WHEREAS**, Marijuana (Cannabis) is a Schedule I drug under the federal Controlled
9 Substances Act, 21 U.S.C. §811; and

10 **WHEREAS**, according to the Controlled Substances Act, Marijuana has a high potential for
11 abuse and has no currently accepted medical use for treatment in the United States; and

12 **WHEREAS**, notwithstanding federal law, the 2014 Florida Legislature approved and later
13 amended legislation providing for the growing, processing, and distributing of specific forms of
14 low-THC (non-euphoric) Cannabis to be supplied to qualified patients and their caregivers for the
15 treatment of listed medical conditions; and

16 **WHEREAS**, in November 2016 the Florida voters approved a ballot initiative amending the
17 Florida Constitution to allow for broader sale and use of marijuana for medical purposes within
18 the State of Florida; and

19 **WHEREAS**, to implement the Constitutional provisions for medical marijuana the state
20 legislature adopted Senate Bill 8A during its 2017 Special Session which provides a framework
21 for local government regulation of the dispensing of medical marijuana, allowing a local
¹Additions to the text are shown in underline. Deletions are shown in ~~strikethrough~~.

22 government to either ban medical marijuana retail centers or to regulate them similar to
23 pharmacies; and

24 **WHEREAS**, Senate Bill 8A was signed by the Governor on June 23, 2017; and

25 **WHEREAS**, the Planning and Zoning Board, as the local planning agency for the Town,
26 held its hearing on the proposed amendment on _____, 2017 with due public notice and
27 input; and

28 **WHEREAS**, the Town Commission held its first public hearing on November 14, 2017 and
29 recommended approval of the proposed amendments to the Code of Ordinances having complied
30 with the notice requirements by the Florida Statutes; and

31 **WHEREAS**, the Town Commission has conducted a second duly noticed public hearing on
32 these regulations as required by law on _____, 2017 and further finds the proposed
33 change to the Code necessary and in the best interest of the community.

34
35 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF**
36 **THE TOWN OF SURFSIDE, FLORIDA¹:**

37
38 **Section 1. Recitals.** The above Recitals are true and correct and are incorporated herein by
39 this reference:

40
41 **Section 2. Town Code Amended.** Section 90-2. – “Definitions” of the Surfside Town
42 Code of Ordinances is hereby amended and shall read as follows¹:

43 **Sec. 90-2. Definitions**

44
45 For the purpose of this chapter, certain terms and words are hereby defined. For convenience,
46 all defined words and terms are set out in different type.

47
48 * * *

49
50 Marijuana. Any strain of cannabis or marijuana, in any form, that is authorized by state law to
51 be dispensed or sold in the State of Florida. Also referred to as “Medical Marijuana.”

52
53 * * *

54
55 Medical Marijuana Dispensary. A retail establishment, licensed by the Florida Department of
56 Health as a “medical marijuana treatment facility,” “medical marijuana treatment center,”
57 “dispensing organization,” “dispensing organization facility” or similar use, that sells and
58 dispenses medical marijuana.

¹ Additions to the text are shown in underline. Deletions to the text are shown in ~~strike through~~.

59
60 * * *

61
62 **Section 3. Town Code Amended.** Section 90-41. – “Regulated Uses” of the Surfside
63 Town Code of Ordinances is hereby amended and shall read as follows¹:

64 **Sec. 90-41. Regulated uses.**

65 (a) *Purpose.* Permitted uses are considered to be fundamentally appropriate within the district
66 in which they are located and are deemed to be consistent with the comprehensive plan.
67 These uses are permitted as of right, subject to the required permits and procedures
68 described in this section. Permitted uses require final site plan review and approval for
69 compliance with the standards applicable to a particular permitted use as provided in this
70 zoning code.

71 (b) *Permits required.* Except as explicitly provided herein, no use designated as a permitted use
72 in this chapter shall be established until after the person proposing such use has applied for
73 and received all required development permits.

74 (c) Table—Regulated uses.

75 * * *

<i>Office Uses and Professional Services</i>	<i>SB-B40</i>
Drug stores and sundries	P(30)
* * *	* * *
<u>Medical Marijuana Dispensary</u>	<u>P(30)</u>
* * *	* * *
<u>Sundries</u>	<u>P</u>
* * *	* * *

76 Key: P: Permitted Blank: Not Permitted (#): Refer to Notes CU: Conditional Use

77 * * *

78 (d) *Uses table notes.*

79 * * *

80 (30) The following uses shall be separated from similar existing uses, or similar
81 approved but unbuilt uses, within the Town limits, by the minimum distances specified
82 below, measured from front door to front door:

83 (a) For purposes of this calculation, front door shall mean the primary public
84 access to the business which shall not include any alley, rear or secondary
85 access point.

86 (b) Medical Marijuana Dispensary: Eight hundred fifty (850) feet.

87 (c) Drug stores: Eight hundred fifty (850) feet.

88 **Section 4. Severability.** If any section, sentence, clause or phrase of this ordinance is
89 held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding
90 shall in no way affect the validity of the remaining portions of this ordinance.

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

96
97 **Section 6. Conflicts.** Any and all Ordinances and Resolutions or parts of Ordinances or
98 Resolutions in conflict herewith are hereby repealed.

99
100 **Section 7. Effective Date.** This ordinance shall become effective upon adoption.

101
102 **PASSED and ADOPTED** on first reading this 14th day of November, 2017.

103
104 **PASSED and ADOPTED** on second reading this _____ day of December, 2017.

105
106
107 On Final Reading Moved by: _____

108
109 On Final Reading Second by: _____

110
111
112 **FINAL VOTE ON ADOPTION:**

113 Commissioner Daniel Gielchinsky _____
114 Commissioner Michael Karukin _____
115 Commissioner Tina Paul _____
116 Vice Mayor Barry Cohen _____
117 Mayor Daniel Dietch _____

118
119
120
121 _____
122 Daniel Dietch, Mayor

123 **ATTEST:**

124
125 _____
126 Sandra Novoa, MMC, Town Clerk

127
128 **APPROVED AS TO FORM AND LEGALITY FOR THE USE**
129 **AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

130
131 _____
132 Weiss Serota Helfman Cole and Bierman, P.A.
133 Town Attorney



Town of Surfside Commission Communication

Agenda Item #: 4B1
Agenda Date: December 13, 2017
Subject: Freeboard Modification
From: Sarah Sinatra Gould, AICP, Town Planner

Background: One of the Planning & Zoning Board's (Board) top priorities is to prepare and plan for sea level rise. As properties are being redeveloped, the Board has been concerned with structures having the ability to be elevated to accommodate sea level rise. The board has asked staff to analyze utilizing Finished Floor Elevation (FFE), plus an additional one foot of built up ground. The additional one foot of built up ground is called "freeboard."

This concept was presented at the May and August Commission meetings. The Town Commission requested that staff provide graphics demonstrating if a two story structure could be developed by increasing the freeboard by one foot, but not increasing the height. This change, if adopted, would not result in the need for a referendum.

This was further discussed at the October 26, 2017 Planning and Zoning Board meeting. The Board requested staff to consider measuring from crown of the road to the top of the roof beam, suggesting that the difference between the mean height and the roof beam would provide the equal treatment for these two roof types.

Staff is proposing to add one foot of freeboard to new construction and substantial improvements.

Budget Impact: Preparation of an ordinance.

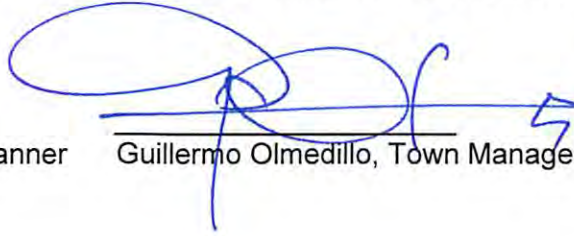
Growth Impact: Requiring one additional foot of freeboard to address issues relating to sea level rise.

Staff Impact: Preparing a code modification presented to Planning and Zoning Board and two readings at Town Commission.

Staff Recommendation: Approval to require one additional foot of freeboard.



Sarah Sinatra Gould, AICP, Town Planner



Guillermo Olmedillo, Town Manager

ORDINANCE NO. 17-_____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 42 “FLOODS”, SECTION 42-92 “SPECIFIC STANDARDS” TO ADDRESS LOWEST FLOOR ELEVATION REQUIREMENTS FOR SINGLE FAMILY RESIDENTIAL STRUCTURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

1 **WHEREAS**, the Town of Surfside ("Town") recognizes that changes to the adopted
2 Code of Ordinances are periodically necessary in order to ensure that the Town’s regulations are
3 current and consistent with the Town’s planning and regulatory needs; and

4 **WHEREAS**, the Federal Emergency Management Agency ("FEMA") has identified
5 special flood hazard areas within the boundaries of the Town and such areas may be subject to
6 periodic flooding/inundation which may result in the loss of life and property, health and safety
7 hazards; and

8 **WHEREAS**, the Sustainability Committee and Planning and Zoning Board researched
9 and evaluated the impact of rising sea levels and the necessity and ability to increase the lowest
10 floor elevation requirements to reduce flooding of residential structures; and

11 **WHEREAS**, the Town Commission agrees with the recommendations of the
12 Sustainability Committee and Planning and Zoning Board and finds there is a critical need to
13 increase base flood elevations, particularly for single family residential properties, to the extent
14 feasible within the current height limitations of the Town Charter; and

15 **WHEREAS**, the Town Commission held its first public hearing on December 13, 2017
16 having complied with the notice requirements required by Florida Statutes; and

17 **WHEREAS**, the Planning and Zoning Board, as the local planning agency for the
18 Town, held its hearing on the proposed amendment on _____, 2017 with due public
19 notice and input; and

20 **WHEREAS**, the Town Commission conducted a second duly noticed public hearing on
21 these regulations as required by law on _____, 2017; and

22 **WHEREAS**, the Town Commission hereby finds and declares that adoption of this
23 Ordinance is in the best interest of the Town.
24

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

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

3 **Section 2. Code Amendment.** Section 42-92 “Specific standards,” of Chapter 42
4 “Floods” the code of the Town of Surfside, Florida is hereby amended as follows¹:

5 Sec. 42-92. - Specific standards.

6 In all A-zones where *base flood* elevation data have been provided (zones AE, A1-30,
7 and AH), as set forth in division 3, section 42-57, the following provisions shall apply in
8 addition to those specified in section 42-91:

9 (1) *Residential construction.*

10 a. Single-family residential construction. All new construction and substantial
11 improvement of a single family structure (including manufactured home) shall
12 have the lowest floor, including basement, elevated to at least two feet above the
13 base flood elevation.

14 b. All other residential construction. All new construction and substantial
15 improvements of any residential building other than single family residential
16 or manufactured home ~~(including manufactured home)~~ shall have the lowest
17 floor, including basement, elevated to at least no lower than one foot above the
18 base flood elevation. Should solid foundation perimeter walls be used to
19 elevate a structure, openings sufficient to facilitate automatic equalization of
20 flood hydrostatic forces on both sides of the exterior walls shall be provided in
21 accordance with standards of division 5, subsection 42-92(3).

22 * * *

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

26 **Section 4. Inclusion in the Code.** It is the intention of the Town Commission, and it is
27 hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of
28 Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered
29 to accomplish such intentions; and the word “Ordinance” may be changed to “Section” or other
30 appropriate word.

31
32 **Section 5. Conflicts.** Any and all Ordinances and Resolutions or parts of Ordinances or
33 Resolutions in conflict herewith are hereby repealed.

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

35

¹ Additions to the text are shown in underline. Deletions to the text are shown in ~~strikethrough~~.

1 PASSED AND ADOPTED on first reading this 13th day of December , 2017.
2 PASSED AND ADOPTED on second reading this __ day of _____, 2017.

3
4
5 On Final Reading Moved by: _____
6
7 On Final Reading Second by: _____
8

9
10 **FINAL VOTE ON ADOPTION:**

11
12 Commissioner Daniel Gielchinsky _____
13 Commissioner Michael Karukin _____
14 Commissioner Tina Paul _____
15 Vice Mayor Barry Cohen _____
16 Mayor Daniel Dietch _____
17

18
19
20 _____
21 Daniel Dietch, Mayor

22 **ATTEST:**

23
24
25 _____
26 Sandra Novoa, MMC, Town Clerk
27

28
29 **APPROVED AS TO FORM AND LEGALITY FOR THE USE**
30 **AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

31
32 _____
33 Weiss Serota Helfman Cole & Bierman, P.L.,
34 Town Attorney
35
36



Town of Surfside Commission Communication

Agenda Item # 4B2
Agenda Date: December 13, 2017
Subject: Roof Height modification
From: Sarah Sinatra Gould, AICP, Town Planner

Background: One of the Planning & Zoning Board's (Board) top priorities is to prepare and plan for sea level rise. The existing code measures height from crown of the road to the top of the structure and in the single family zoning districts, this is a maximum of 30 feet in height. This can accommodate a two story structure. As properties are being redeveloped, the Board has been concerned with structures having the ability to be elevated to accommodate sea level rise. The board has asked staff to analyze utilizing Finished Floor Elevation (FFE), plus an additional one to five feet of built up ground rather than crown of the road as the measurement of height. The additional one to five feet of built up ground is called "freeboard."

This concept was presented at the May and August Commission meetings. The Town Commission requested that staff provide graphics demonstrating if a two story structure could be developed by increasing the freeboard by one foot, but not increasing the height. This change, if adopted, would not result in the need for a referendum.

This was further discussed at the October 26, 2017 Planning and Zoning Board meeting. The board requested staff to analyze whether measuring from crown of the road to the mean height of the roof was providing the same treatment to pitch roofed houses as flat roof houses, which are allowed to have a parapet. The Board requested staff to consider measuring from crown of the road to the top of the roof beam, suggesting that the difference between the mean height and the roof beam would provide the equal treatment for these two roof types.

Staff is proposing the measurement for pitched roofs to be from grade to the top of the roof beam.

Budget Impact: Preparation of an ordinance.

Growth Impact: Allowing pitched roofed homes to measure to the top of the roof beam and count the pitch of the roof similar to a parapet in a flat roofed home.

Staff Impact: Preparing a code modification presented to Planning and Zoning Board and two readings at Town Commission.

Staff Recommendation: Approval to allowing an alternative measurement for pitched roofed homes.



Sarah Sinatra Gould, AICP, Town Planner



Guillermo Olmedillo, Town Manager

ORDINANCE NO. 17-_____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 "ZONING," SECTION 90-2 "DEFINITIONS," TO REVISE THE MEASUREMENT OF ROOF HEIGHT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside ("Town") recognizes that changes to the adopted Code of Ordinances are periodically necessary in order to ensure that the Town's regulations are current and consistent with the Town's planning and regulatory needs; and

WHEREAS, the Town has researched and evaluated mechanisms available to encourage pitched roof design for residential structures to maintain a more consistent architectural scheme; and

WHEREAS, the Town recognizes that a pitched roof does not obscure the entire visual plane, but rather takes up only a portion of the spatial volume between the top beam and the roof peak; and

WHEREAS, the Town desires to revise the methodology for measuring the height of pitched roofs to recognize the reduced visual impact and encourage the use of pitched roofs; and

WHEREAS, the Town Commission held its first public hearing on December 13, 2017 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 amendment on _____, 2017 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 _____, 2017; and

WHEREAS, the Town Commission hereby finds and declares that adoption of this Ordinance is in the best interest of the Town.

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. Section 90-2 “Definitions,” of Chapter 90, “Zoning” of the code of the Town of Surfside, Florida is hereby amended as follows:

Sec. 90-2. - Definitions.

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

* * *

Height:

- (1) Flat Roofs: The vertical distance from ~~the grade, which is~~ the average datum or elevation of the crown of the road fronting upon the street serving the lot or building site, to the highest point of the roof.
- (2) Pitched Roofs. The vertical distance from the average datum or elevation of the crown of the road fronting the lot or building site, to the top of the tie beam. A pitched roof shall have a maximum pitch of 4/12.

* * *

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 13th day of December, 2017.

PASSED AND ADOPTED on second reading this ___ day of _____, 2017.

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:**

Weiss Serota Helfman Cole & Bierman, P.L.,
Town Attorney



Town of Surfside Commission Communication

Agenda Item #: 4B3
Agenda Date: December 13, 2017
Subject: Town Commission Transmittal of the Comprehensive Plan
EAR-Based Amendments
From: Sarah Sinatra Gould, AICP, Town Planner

Background:

As a result of the repealing of Florida Administrative Code Rule 9J-5 and changes to Florida Statutes in 2011, local governments have more discretion in determining whether they need to update their local Comprehensive Plan. As such, local governments no longer need to submit an Evaluation and Appraisal Report (EAR) to the Department of Economic Opportunity (DEO) for a sufficiency determination.

Instead, local governments must follow these new provisions:

1. At least every seven years, pursuant to Rule Chapter 73C-49, Florida Administrative Code, determine whether the need exists to amend the Comprehensive Plan to reflect changes in state requirements since the last time the Comprehensive Plan was updated.
2. Notify the State Land Planning Agency (DEO) by letter of this determination.
3. If the local government determines amendments to the Comprehensive Plan are necessary, the local government shall prepare and transmit the proposed amendments to the State Land Planning Agency within one year of such determination.
4. Any local government failing to timely submit a notification letter or proposed amendments within one year of notification may not amend its Comprehensive Plan until it complies with the requirements.
5. The Evaluation and Appraisal should address changes in state requirements since the last update of the Comprehensive Plan and update the plan based on changes to local conditions.

The Town of Surfside Evaluation and Appraisal Letter of Determination was due on January 1, 2017 and the Town notified the state at that time that changes were needed to its Comprehensive Plan to update the goals, objectives, policies and data, inventory, analysis of



each element to be consistent with Florida Statutes. In addition, the Town wanted to review utilization of net versus gross density; review hotel densities; consider implementation of FAR for residential land use categories; and consider and expand on climate change, sea level rise, and sustainability discussions and Goals, Objectives, and Policies within in each Plan Element.

As part of the process, a Comprehensive Plan Update Workshop was held on March 1, 2017 to discuss the update process and gather input from the Commission, various Town Boards and the public. In addition the Sustainability Committee, at their April 2017 meeting, discussed, reviewed and recommended changes and additions to the Goals, Objectives, and Policies of each Plan Element in regards to climate change, sea level rise, resiliency and sustainability. These recommendations have been added to the Comprehensive Plan.

Other than the changes discussed above, the majority of the remaining updates are essentially “clean-up” items that included references that were out of date or no longer relevant and updates to data that were out of date to the latest available data as of July 2017. Outlined below is a summary of the updates made for each element:

Future Land Use Element

- Updated population, population projections, and data (including existing and future land use) based on latest available information;
- Updated text on existing and future land uses, public facilities, and historic and natural resources;
- Updated Objectives and Policies as needed;
- Added Policies about studying the use of net density versus gross density; and studying the possibility of implementing FAR for residential land use categories;
- Updated the hotel allowed density in the Moderate Density Residential and Moderate-High Density Residential Land Use Categories to match the allowed residential dwelling unit densities.
- Added Objective 13 and associated Policies related to climate change and Objective 12 and associated Policies related to community resiliency;
- Updated Existing and Future Land Use and Natural Resources Maps as needed.

Transportation Element

- Updated transportation data based on latest available information;
- Updated text as needed based on latest available information;
- Updated Maps, Objectives and Policies as needed.

Housing Element

- Updated Housing data and population information based on latest available data; from the U.S. Census Bureau and the State of Florida.



Infrastructure Element

- Updated text and data related to current infrastructure situations;
- Updated Objectives and Policies as needed.

Coastal Management Element

- Updated text, Objectives and Policies as needed;
- Added Objective 12 related to sea level rise.

Conservation Element

- Updated text, data and tables based on latest available information;
- Updated Objectives and Policies as needed including Objective 6 with associated Policies related to community resiliency.

Recreation and Open Space Element

- Updated park and recreation facilities information and acreage based on latest available information;
- Updated Park and Open Space LOS projections table based on latest available population information;
- Updated Objectives and Policies as needed including Objective 5 related to Community Resiliency.

Intergovernmental Coordination Element

- Updated text and information as needed;
- Added Goal 2 and associated Objectives and Policies related to Community Resiliency through coordination and cooperation with regional partners.

Capital Improvement Element

- Updated data and text based on information for FY 16-17;
- Updated tables based on information for FY 16-17;
- Updated Objectives and Policies as needed including items related to climate change.

Public School Facilities Element

- Updated Goals, Objectives and Policies as needed;
- Updated County School Board District Facility Maps.



Staff Recommendation: The Town Commission should transmit the amendment package of the amendments to the Florida Department of Economic Opportunity and other review agencies.

Exhibits:

1. Exhibit A. EAR-based Amendments Package

Sarah Sinatra Gould, AICP, Town Planner

Guillermo Olmedillo, Town Manager

ORDINANCE NO. 17 - _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN'S COMPREHENSIVE PLAN BY ADOPTING THE EVALUATION AND APPRAISAL BASED COMPREHENSIVE PLAN AMENDMENTS; AUTHORIZING TRANSMITTAL; PROVIDING FOR SEVERABILITY; CONFLICTS; AND FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 163.3191, Florida Statutes, directs local governments to periodically complete an Evaluation and Appraisal of the adopted comprehensive plan to determine if amendments are necessary to reflect changes in state law requirements; and

WHEREAS, the Town has reviewed its Comprehensive Plan and has prepared the Evaluation and Appraisal Review ("EAR") based Comprehensive Plan amendments necessary to reflect changes in state law requirements and to also address current conditions within the Town; and

WHEREAS, the Planning and Zoning Board as the local planning agency for the Town held its hearing on the proposed Comprehensive Plan Amendments on December 7, 2017, with due public notice; and

WHEREAS, the Town Commission held the required transmittal hearing on December 13, 2017, with due public notice; and

WHEREAS, the Town Commission hereby finds and determines that this Ordinance is in the best interest of the public health, safety, and welfare.

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

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

Section 2. Amendments to the Comprehensive Plan. The Comprehensive Plan Amendments, attached as Exhibit "A," are hereby approved on first reading for transmittal and review as provided herein.

Section 3. Transmittal. The Town's Planning Consultant is hereby directed to transmit the Town of Surfside EAR Based Comprehensive Plan Amendments to the Florida Department of Economic Opportunity in accordance with Florida Statute 163.3191 and all other

units of local government or governmental agencies required by law for review after a vote on first reading of the Ordinance.

Section 4. Adoption of Comprehensive Plan Amendments. Having reviewed and addressed the comments and recommendations from the Florida Department of Economic Opportunity and other reviewing agencies, the Town Commission, on _____, 2017, adopts on second reading, the amendments to the Town of Surfside Comprehensive Plan, Attached as Exhibit A to this Ordinance.

Section 5. 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 6. Repeal of Conflicting Provisions. All ordinances, or parts of ordinances in conflict herewith be, and the same, are hereby repealed.

Section 7. Inclusion in the Comprehensive Plan. 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 Comprehensive Plan; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word “Ordinance” shall be changed to “Section” of other appropriate word.

Section 8. Effective Date. This Ordinance shall become effective, if the amendment is not timely challenged, on the date the state land planning agency posts a notice of intent determining that this amendment is in compliance. If timely challenged, or if the state land planning agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the State Land Planning Agency.

PASSED AND ADOPTED on first reading this 13th day of December, 2017.

PASSED AND ADOPTED on second reading this ___ day of _____, 2017.

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:**

Weiss Serota Helfman Cole & Bierman, P.L.,
Town Attorney




**Town of Surfside
Town Commission Meeting
DECEMBER 13, 2017**

7:00 pm

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

COMMISSION COMMUNICATION

Agenda #: 5A
Date: December 13, 2017
From: Guillermo Olmedillo, Town Manager 
Subject: Approval for work authorization No. 102 to Calvin Giordano & Associates, Inc. for services related to the Surfside Traffic Signal Modifications at the intersection of 95th Street and Harding Avenue.

Title – Surfside Traffic Signal Modifications Supplemental Services

Objective – Approval of work authorization No. 102 to Calvin, Giordano & Associates, Inc. for the following items related to the Traffic Signal Modifications at the intersection of 95th Street and Harding Avenue.

- Work Authorization No. 102 in the amount of \$30,756.41 - Design and Permitting services related to the design modifications to the intersection of 95th Street and Harding Avenue in the Town of Surfside. These services include incorporating the modifications to the travel lanes for the eastbound approach resulting from the development approval from the Shul and the pavement marking modifications on the westbound approach.

Consideration – Work authorization No. 102 has been brought forward at the request of the Town Commission during discussion of the Traffic Signal Modifications Post Design Services Resolution (Work authorization No. 103) which was presented at the May 9, 2017 Commission meeting.

Recommendation – It is recommended that the Town Commission approve the resolution for this work authorization to allow the Traffic Signal Modifications project to continue to proceed with the proper paperwork.

RESOLUTION NO. 17 - _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A WORK AUTHORIZATION TO CALVIN GIORDANO & ASSOCIATES, INC. TO PROVIDE GENERAL ENGINEERING SERVICES FOR TRAFFIC SIGNAL MODIFICATIONS AT THE INTERSECTION OF 95th STREET AND HARDING AVENUE; AUTHORIZING THE TOWN MANAGER TO IMPLEMENT THE TERMS AND CONDITIONS OF THE WORK AUTHORIZATION; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Section 287.055, Florida Statutes (“Consultants’ Competitive Negotiation Act), the Town of Surfside (“Town”) entered into a Continuing Professional Services Agreement (the “Agreement”) with Calvin Giordano & Associates, Inc. (“Consultant”) for professional general engineering services on October 6, 2014; and

WHEREAS, in accordance with the provisions of the Agreement, Consultant and the Town have agreed to enter into a Work Authorization (“Work Authorization”) for traffic signal modifications, including engineering design and analysis services for the intersection of Harding Avenue and 95th Street, in an amount not to exceed \$30,756.41, attached hereto as Exhibit “A” (the “Services”); and

WHEREAS, the Work Authorization attached as Exhibit “A” provides for a scope of services detailing the Services to be provided by Consultant, as well as a schedule or time for performance and compensation for the Services; and

WHEREAS, Consultant has agreed to provide the Services described in the Work Authorization to be entered into with the Town; and

WHEREAS, the Town Commission finds that approval of the Work Authorization between Consultant and the Town is in the best interest of the Town and traffic efficiency and

safety.

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

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

Section 2. Approval of Work Authorization. The Work Authorization between the Consultant and the Town to provide the Services, attached hereto as Exhibit “A”, is hereby approved, and the Town Manager is authorized to execute the Work Authorization.

Section 3. Authorization of Town Officials. The Town Manager and/or his designee are authorized to take all actions necessary to implement the terms and conditions of the Work Authorization.

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

PASSED AND ADOPTED this 13th day of December, 2017.

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:

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney



**Town of Surfside
Town Commission Meeting
December 13, 2017
7:00 pm**

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

COMMISSION COMMUNICATION MEMORANDUM

Agenda #: 5B
Date: December 13, 2017
From: Commissioner Daniel Gielchinsky
Subject: Resolution urging the Florida Legislature and the Florida Public Service Commission to require the expeditious conversion of overhead electric distribution facilities to underground facilities; further urging the Florida Public Service Commission to condition any Hurricane Irma related cost recovery sought by the State's power utility providers on such provider's' required conversion of their electric distribution facilities to underground facilities.

Objective: To urge the Florida Legislature and the Florida Public Service Commission to require FP&L to underground all electric distribution facilities in Surfside.

Consideration: The Miami-Dade Board of County Commissioners recently passed the attached urging resolution, which is self-explanatory.

It is my opinion that the Town of Surfside must take a vocal stance on this issue and pass a similar urging resolution requiring FP&L to underground all electric distribution facilities in Surfside.

Recommendation: To immediately adopt an urging resolution consistent with the foregoing.

RESOLUTION NO. 17- _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, URGING THE FLORIDA LEGISLATURE AND THE FLORIDA PUBLIC SERVICE COMMISSION TO REQUIRE THE EXPEDITIOUS CONVERSION OF OVERHEAD ELECTRIC DISTRIBUTION FACILITIES TO UNDERGROUND FACILITIES; FURTHER URGING THE FLORIDA PUBLIC SERVICE COMMISSION TO CONDITION ANY HURRICANE IRMA COST RECOVERY SOUGHT BY THE STATE'S POWER COMPANIES ON SUCH COMPANIES' REQUIRED CONVERSION OF THEIR OVERHEAD ELECTRIC DISTRIBUTION FACILITIES TO UNDERGROUND FACILITIES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, all Florida residents, businesses, and institutions require reliable electric service and a reliable electric distribution infrastructure; and

WHEREAS, in September 2017, Hurricane Irma made landfall in Florida, causing widespread property and tree damage throughout much of the state and also leaving about 9 million people without power, including 90 percent of South Florida residents; and

WHEREAS, the widespread power outage occurred even though south Florida encountered mostly tropical-storm-force winds instead of the anticipated hurricane-force winds, according to the National Weather Service; and

WHEREAS, felled trees, flying debris, hurricane wind gusts and some flooding caused most of the power damage, according to Florida Power & Light Company ("FPL"); and

WHEREAS, numerous published studies indicate that warming by the end of the 21st century will likely cause tropical cyclones globally to be more intense on average,

implying a even larger percentage increase in the destructive potential per storm, assuming

no reduction in storm size; and

WHEREAS, it is generally recognized that underground electric distribution facilities are significantly more reliable and less subject to wind damage than overhead facilities, not only in tropical storms and hurricanes but also day-to-day; and

WHEREAS, wide-area conversions of overhead electric distribution facilities to underground facilities are reasonably expected to provide significant reliability, cost savings and other benefits both to customers in the areas converted and also to the utility's general body of customers, including, without limitation: greatly reduced storm restoration costs in many hurricane, tropical and other storm events, greatly reduced vegetation management (tree-trimming) costs, and the substantial economic benefits attributed to faster restoration of economic activity due to faster recovery from electric service outages; and

WHEREAS, wide-area underground conversions, often referred to as "undergrounding," will improve traffic safety by keeping street lights and traffic signals functioning and lead to fewer accidents involving vehicles striking utility poles along our roadways, and will also enhance environmental and aesthetic values; and

WHEREAS, FPL provides electricity to approximately 10 million people - or roughly half the population - in the State of Florida, including the majority of Miami-Dade County and Town of Surfside residents; and

WHEREAS, following Hurricane Wilma in 2005, FPL began providing incentives to communities to initiate more undergrounding, and since then completed projects around South Florida include those in Coconut Creek, Pompano Beach, Sunny Isles, Golden Beach and Jupiter Island, according to an FPL filing with state regulators; and

WHEREAS, according to FPL, 37 percent of its distribution system is currently underground, with several underground installation projects under way, including one on the island of Palm Beach; and

WHEREAS, while some progress towards achieving widespread undergrounding has certainly been made in the past decade since Wilma, much work still remains to be done, especially in lower and middle income communities that cannot afford to self-fund undergrounding; and

WHEREAS, given the substantial benefits of underground electric distribution facilities compared to their overhead counterparts, this Commission would like to urge the Florida Legislature and the Florida Public Service Commission ("PSC") to require - to the maximum extent possible - the expeditious conversion of overhead electric distribution facilities to underground facilities; and

WHEREAS, following Hurricane Matthew in October 2016, FPL filed a petition for cost recovery with PSC to cover the costs of restoring power after the storm; and

WHEREAS, PSC approved the petition, resulting in an additional "storm charge" being placed on FPL customers' monthly bills until March 2018; and

WHEREAS, FPL recently announced that it plans to file another petition for cost recovery with PSC to recoup an estimated \$1.3 billion from customers to cover the costs of restoring electricity after Hurricane Irma; and

WHEREAS, investing in undergrounding will help avoid these expenses incurred by ratepayers in the future; and

WHEREAS, this Commission would like to further urge PSC to condition any Hurricane Irma cost recovery sought by the state's power companies, including FPL, on such companies' required conversion of their overhead electric distribution facilities to

underground facilities.

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

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

Section 2. Call to Action.

A. The Town of Surfside urges the Florida Legislature and the Florida Public Service Commission to require - to the maximum extent possible - the expeditious conversion of overhead electric distribution facilities to underground facilities.

B. The Town further urges the Florida Public Service Commission to condition any Hurricane Irma cost recovery sought by the state's power companies, *including FPL*, on such companies' required conversion of their overhead electric distribution facilities to underground facilities.

Section 3. Direction to the Town Clerk. The Town Clerk is directed to transmit a certified copy of this resolution to the Governor, Senate President, House Speaker, the Chair, members of the Miami-Dade State Legislative Delegation, and the members of the Florida Public Service Commission.

Section 4. Direction to the Town's Lobbyists. The Town's state lobbyists are directed to advocate for the actions set forth in this Resolution, and to include this issue in the Town's Legislative agenda.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 13th day of December, 2017.

Motion by: _____,

Page 218
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:**

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney



**Town of Surfside
Town Commission Meeting
DECEMBER 13, 2017
7:00 pm**

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

DISCUSSION ITEM

Agenda #: 9A
Date: December 13, 2017
From: Guillermo Olmedillo, Town Manager
Subject: Artificial Grass

Consideration – The Town Commission directed staff to analyze allowing artificial grass and potential regulations within the single family district. We are aware that there are many styles, manufacturers, and installation systems for artificial grass. If the Town Commission provides direction to Staff to prepare an ordinance, staff will indicate a specific style, color, and installation system of two preferred products and specify that only products similar to those designated products will be permitted. If the request is denied by staff, there will be an appeal process to the Design Review Board.

The artificial grass is only one component of this feature. There is a need to install the material to a fixed surface, often a curb, and possibly to stake the material in place and multiple locations throughout the property (Exhibit “A”). Many systems also require a stone base for drainage and proper leveling/grading of the turf. Further, there is significant upkeep required on artificial grass to ensure it remains properly maintained. Grass clippings from neighboring properties may fall on the artificial grass and germinate. This requires weeding. Damage to any portion of the turf fibers or carpet may result in an unsightly appearance and may need to be repaired or replaced. Also, flooding conditions may wash away the sand that weighs down the artificial grass and without the ballast, the artificial grass could shift. Staff is still evaluating what system is appropriate to prevent the turf material from potentially lifting and shifting in flood conditions. If the Town Commission amends the Code to permit artificial turf for single family homes, Staff recommends requiring that the installation be based on the manufacturer’s requirements.

Budget Impact – Preparation of an ordinance including engineering review of artificial grass products.

Growth Impact – N/A

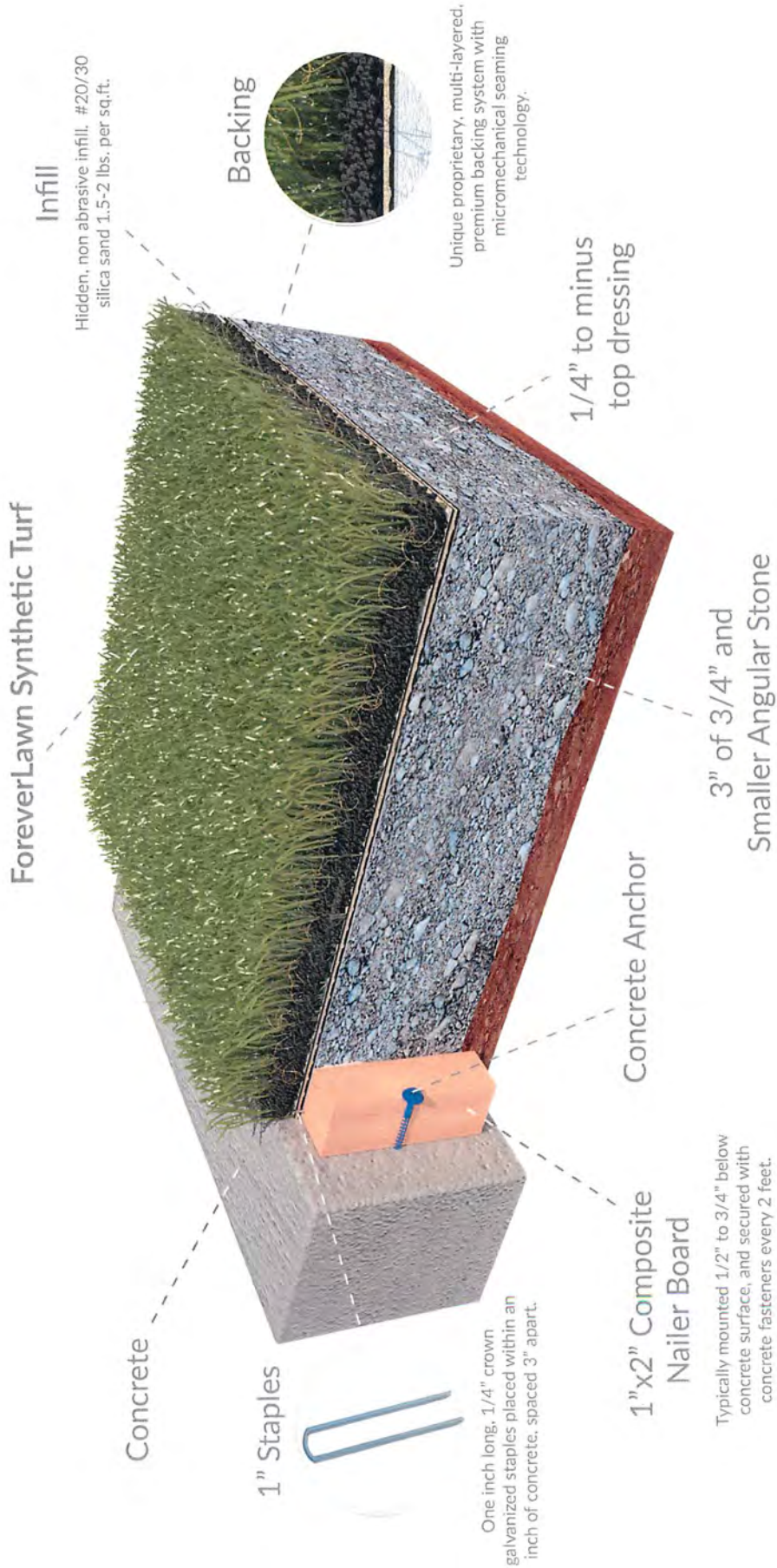
Staff Impact – Preparing a Code modification presented to Planning and Zoning Board and two readings at Town Commission.

Recommendation – Provide direction to staff on one of the following:

1. *Amend the Code to permit artificial grass with standards.*
2. *Not amend the Code to permit artificial grass:* Should the Town Commission not wish to amend the Code, it is suggested that a two year amortization period be adopted for the removal of the artificial grass on existing properties.

Playground Grass System

Edge Detail - Cross section



By	G. Swartz	10/17
Scale	Not to scale	
Drawing No.	PF1.1	

Phone: 866.992.7876 • Fax: 330.249.2170 • foreverlawn.com





Legislative Priorities 2018

Community:

- Land acquisition support for parks and open space.
Continued / additional support for creation of bike / walking paths
- Support local authority for tree removal and replacement.
- Surfside's urging resolution to the Public Service Commission regarding FP&L.

Economic Development:

- Short term rentals: maintaining Surfside's ability to manage its own ordinance process.
- Resort / Tourist Tax Protection.
- Visit FL funding to remain the same or increase.
- The Town does not support FDOT seeking a share of parking meter revenue.
- Renovation of Beach Ends: possible funding via economic development.
- Continued support of Local Business Tax Receipts protection.
- Small Business Development Network formation / funding.

Education:

- Funding for training / continued education.

Environment:

- Support the use of offshore / foreign sand for beach nourishment*.
- Climate Change / Sea Level Rise / Environment: adaptation, resiliency, algae issue as potential threat to beaches (Everglades/Lake Okeechobee), beach nourishment* etc.
- Support for Coastal Partnership Initiative Grant Program.
- Support for State wide legislation on Turtle lighting.

Infrastructure:

- Water Quality support – replacement of water meters.
- Replacement of subaqueous crossing (Point Lake).
- Infrastructure funding related to water / sewer projects.
- Surfside's Revolving Loan – loan forgiveness / rate modification.
- Funding for portable drainage pump.
- Funding for an additional generator for Town Hall (hurricane mitigation).
- Structural improvements to municipal buildings (hurricane mitigation).

Life Safety:

- Support for measured legislation on gun and assault rifle ownership.
- Modify Police Officer's Bill of Rights – offenders lose state certification and are able to be terminated.
- Funding for body armor vests and body worn cameras.
- Transportation funding related to all items that address traffic calming and mitigation.



**Town of Surfside
Town Commission Meeting
DECEMBER 13, 2017
7:00 pm**

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

DISCUSSION ITEM

Agenda #: 9C
Date: December 13, 2017
From: Guillermo Olmedillo, Town Manager 
Subject: Purchase of Equipment and Repair and Maintenance of Public Works and Utilities Infrastructure

Consideration – Presently Section 3-6(c) of the Town Code limits the Town Manager’s spending authority to purchases of, or contracts for materials, supplies, equipment, public improvements or services, to amounts less than \$8,500. The cost of repairs, maintenance and replacement for public works and utilities infrastructure equipment has increased since the spending limit was established, and most of the equipment’s cost is above the limit. Preventive and prompt repairs, maintenance and replacements to the Town’s public works and utilities infrastructure are necessary to keep the infrastructure functioning adequately and efficiently, and such are typically above the spending authority established in the Town Code. Additionally, preventive and routine repairs and maintenance preclude emergencies that increase the cost of services and parts.

Recommendation – Provide direction to Town staff on the preparation of an ordinance to allow the Town Manager’s spending authority be increased only for preventive repairs, maintenance and replacement of public works and utilities infrastructure and equipment to \$25,000, and to expand the current exemption in Section 3-13(7)e of the Town Code to allow the selection of providers to be exempt from the competitive bidding procedures under the Town Code.



**Town of Surfside
Town Commission Meeting
DECEMBER 13, 2017
7:00 pm**

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

DISCUSSION ITEM

Agenda #: 9D
Date: December 13, 2017
From: Guillermo Olmedillo, Town Manager 
Subject: Tree Planting, Maintenance and Placement of Mulch in the Public Right-of-Way

Consideration – During Hurricane Irma, a few issues surfaced as a consequence of the interference of trees and power lines located in the rights-of-way, given the presence of trees without appropriate maintenance. As a result, power service was interrupted and Town resources were strained. Another issue to be addressed is the obstruction of storm drains by mulch placed in the public rights-of-way.

Recommendation – Direct Staff to prepare ordinance(s) that address tree planting and maintenance, and placement of mulch, in the public-rights-of-way, as follows:

Trees to be planted in the public right-of-way require a permit from the Town with a maintenance agreement from the applicant.

Trees already existing in the public right-of-way will be maintained by the Town. Where necessary, the Town may remove any of these trees without recourse from the owners of property abutting the area where the tree is planted.

Mulch can only be placed inside private property lines, as described in the owner's property deed. Mulch placed on public right-of-way shall be removed by the Town at a cost to be borne by the owner of the abutting property.



**Town of Surfside
Town Commission Meeting
December 13, 2017
7:00 pm**

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

Agenda #: 9E
Date: December 1, 2017
From: Daniel Dietch, Mayor
Subject: Additional Sustainability Initiatives

Objective: To seek direction from the Town Commission whether it desires to direct the Town Manager to proceed with developing various new sustainability initiatives that would be brought back to the Town Commission for approval.

Consideration: Surfside has demonstrated its leadership on a range of environmental matters that have helped strengthen our community and provided leadership to other municipalities. However, there is much more we can do to educate our constituents and continue to advance important initiatives for the benefit of our residents, businesses and visitors today and for future generations. Some near-term public engagement opportunities include screening An Inconvenient Sequel and hosting a Solar Coop Workshop.

For each of the initiatives listed below, background information is provided for context and community benefits. I also encourage you to independently research these and any other initiatives that are in alignment.

- Solar Panel Requirements for Single-Family and Multi-Family Properties (Exhibit A)
- Green Roof Requirements (Exhibit B)
- Florida Green Local Government Designation Standards (Exhibit C)
- Plastic Bag Ban (Exhibit D)
- Plastic Straw Ban (Exhibit E)
- Rain Barrel Workshops (Exhibit F)
- Organic Fertilizer and Herbicide Requirements (Exhibit G)

Please note these initiatives are in addition to those priorities already established by the Planning and Zoning Board and Sustainability Sub-Committee.

Recommendation: Direct the Town Manager to develop new sustainability initiatives that would be brought back to the Town Commission for approval.

attachments

Exhibit A
Solar Panel Requirements

ORDINANCE NO.

An ordinance amending the Land Development Code, Article II, Section 20-2.3, “Definitions” and Article III, Section 20-3.6 “Supplemental Regulations” adding subsection (W) “Solar Requirements” and providing definitions relating to and criteria and regulations for solar collectors in the City of South Miami

WHEREAS, the South Miami City Commission expressly declares that the following amendments to the South Miami Land Development Code are reasonable and necessary because of local climatic, topological, and geological conditions as listed below; and

WHEREAS, as a coastal city located on the tip of a peninsula, the Miami region is vulnerable to sea level rise, and human activities releasing greenhouse gases into the atmosphere that increase the worldwide average temperature, contributing to the melting of glaciers, thermal expansion of ocean water, and shifting or slowing of the Gulf Stream, all resulting in rising sea levels; and

WHEREAS, South Florida is already experiencing the repercussions of excessive CO₂ emissions as rising sea levels threaten shorelines and infrastructure, have caused significant erosion, have increased impacts to infrastructure during extreme tides, and have caused the City to expend funds to modify the sewer system; and

WHEREAS, some people in South Miami, such as the elderly, may be particularly vulnerable to higher temperatures resulting from climate changes; and

WHEREAS, installing solar will help South Miami meet its goals under Res. No. 23-09-12832, dated February 9, 2009, stating: “The City of South Miami commits to a Carbon Neutral Initiative to lead the community by example and to implement policies to eliminate net emission of carbon dioxide and other greenhouse gases by the end of 2030”; and

WHEREAS, distributed power, such as rooftop solar, can serve as generator systems for the purposes of hurricane preparedness and thus comports with Sec. 252.371 Fla. Stat., the Emergency Management, Preparedness, and Assistance Trust Fund; and

WHEREAS, distributed photovoltaic generation provides a basis for future microgrids, making the city more resilient as a whole, benefiting the health, welfare, and resiliency of South Miami and its residents; and

WHEREAS, the 2008 Florida legislature enacted Section 163.04, Fla. Stat., with the legislative intent of protecting the public health, safety, and welfare by encouraging the development and use of renewable resources; and

WHEREAS, Section 163.08 (1)(a), Fla. Stat., found that chapter 2008-227, Laws of Florida, amended the energy goal of the state comprehensive plan to provide, in part, that the state shall reduce its energy requirements and reduce atmospheric carbon dioxide by promoting

an increased use of renewable energy resources. That chapter also declared it the public policy of the state to play a leading role in developing and instituting energy management programs that promote energy conservation, energy security, and the reduction of greenhouse gases. In chapter 2008-191, Laws of Florida, the Legislature adopted new energy conservation and greenhouse gas reduction comprehensive planning requirements for local governments. In the 2008 general election, the voters of this state approved a constitutional amendment authorizing the Legislature, by general law, to prohibit the increase of assessed value of residential real property due to change or improvement made for the purpose of improving a property's resistance to wind damage or the installation of a renewable energy source device; and

WHEREAS, Section 163.08 (1)(b), Fla. Stat., found that the installation and operation of improvements not only benefitted the affected properties for which the improvements were made, but also assisted the state in fulfilling the goals of the state's energy mitigation policies and "Qualifying improvement" includes any energy conservation and efficiency improvement, which is a measure to reduce consumption through conservation of electricity and the installation of any system in which the electrical or thermal energy is produced from a method that uses solar energy; and

WHEREAS, section 193.624, Fla. Stat., provides that "... the term "renewable energy source device" means (a) Solar energy collectors, photovoltaic modules, and inverters and in subsection (2) it provides that [i]n determining the assessed value of real property used: (a) For residential purposes, an increase in the just value of the property attributable to the installation of a renewable energy source device may not be considered."; and

WHEREAS, section 212.08 (7) (hh), Fla. Stat., provides that the sale at retail, the rental, the use, the consumption, the distribution, and the storage to be used or consumed in this state of solar energy systems are exempt from the tax imposed by this chapter 212; and

WHEREAS, requiring solar photovoltaics at the time of new construction is more cost-effective for the homeowner than installing the equipment after home construction because (i) it is less expensive to reinforce a roof to accommodate the extra forces of a solar array, (ii) solar wiring can be incorporated more efficiently into electrical panels at the time of initial wiring, and, (iii) a solar system can be financed at a lower rate if included in the initial home financing; and

WHEREAS, it is reasonably necessary to require builders to take steps to reduce the energy consumed by inefficient building operations and produce renewable, low-carbon electricity, or capture solar energy, in order to reduce pollution, benefit biodiversity, improve resilience to climate change by reducing localized heat islands, and reduce the global warming effects of energy consumption; and

WHEREAS, a cost-benefit analysis by the U.S. Department of Energy shows that rooftop solar, at today's costs, provides FPL customers with a Savings-to-Investment Ratio (SIR) of 1.55 using the Federal Renewable Energy Tax credit, and a SIR of 1.08 without the tax credit, both figures being greater than 1.0 which indicates a net financial benefit of roof-top solar to the household (www.nrel.gov/solar/assets/docs/sir.xlsx); and

WHEREAS, the payback period for photovoltaic solar systems is in the range of one quarter to one half the life expectancy of the photovoltaic panels, meaning the homeowner receives a 50-75% decrease in the overall cost of power; and

WHEREAS, the cost of rooftop solar power continues to fall, while the cost of utility power in South Florida continues to rise, guaranteeing an increasing economic benefit to the homeowner and increasing the value of the property; and

WHEREAS, the Solar Energy Center at the University of Central Florida has shown that, at today's electricity and solar PV prices and historic inflation rates over the past 20 years, the Internal Rate of Return (IRR) on rooftop photovoltaic systems runs between 9% and 14%, an extraordinary tax-free fixed rate investment return to a property owner; and

WHEREAS, the Low-income Solar Policy Guide, produced by the Center for Social Inclusion in 2016 states: "Because low-income families spend a disproportionate amount of their income on utility bills, they receive a proportionally greater economic benefit from solar power", (Low Income Solar Policy Guide, <http://www.lowincomesolar.org>); and

WHEREAS, home buyers across a variety of states pay a premium for properties with PV equal to or greater than the cost of the solar system itself, adding \$3.58/watt on new homes and \$4.51/watt on existing homes ("*Selling into the Sun: Premium Analysis of a Multi-State Dataset of Solar Homes*" Lawrence Berkeley National Laboratory, prepared for the Office of Energy Efficiency and Renewable Energy Solar Energy Technologies Office U.S. Department of Energy, January 13, 2015 <https://emp.lbl.gov/publications/selling-sun-price-premium-analysis-0>); and

WHEREAS, in housing markets similar to South Miami's, PV systems that were owned (not leased) benefitted home builders and owners by increasing market value and decreasing marketing time (The Impact of Photovoltaic Systems on Market Value and Marketability, Colorado Energy Office, <https://www.colorado.gov/pacific/energyoffice/atom/35466>); and

WHEREAS, this ordinance is modeled after similar ordinances enacted in the municipalities of Lancaster CA, Sebastopol CA, Santa Monica CA, and San Francisco CA, none of which have been reported to reduce the rate of home construction, home-buying, or to cause hardship or difficulties for homeowners or would-be homeowners; and

WHEREAS, rooftop solar installation benefits the local economy by supporting small businesses, creating well-paying jobs, and directing profits to local business owners rather than exporting them to corporate shareholders; and

WHEREAS, on June 13, 2017, the Planning Board reviewed and unanimously approved this ordinance requiring solar energy collectors as part of new construction of certain residential dwellings.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA:

Section 1. South Miami Land Development Code Article II, “Definitions” is hereby amended to read as follows:

20-2.3 Definitions.

* * *

Living Area - shall mean gross floor area.

Nameplate capacity. Also known as the rated capacity, nominal capacity, installed capacity, or maximum effect, nameplate capacity shall mean the intended full-load sustained output of a facility such as a photovoltaic system.

Photovoltaic System (PV) - shall mean a type of solar collector that uses photovoltaic cells to directly convert sunlight into electricity.

Photovoltaic Thermal Collectors - shall mean photovoltaic, thermal hybrid solar collectors, sometimes known as hybrid PV/T systems or PVT, which are systems that convert solar radiation into thermal and electrical energy.

Solar Collectors - shall mean any photovoltaic or solar-thermal collectors or any combination thereof.

Solar Thermal Collectors - shall mean either, low-, medium-, or high-temperature collectors. Low temperature collectors are flat plates generally used to heat swimming pools. Medium-temperature collectors are also usually flat plates but are used for creating hot water for residential and commercial use. High temperature collectors concentrate sunlight using mirrors or lenses and are generally used for electric power production. Hybrid photovoltaic-thermal systems are also included.

Solar Zone - shall mean a place available on a roof for the installation of solar collectors that will receive unshaded sunlight at least five (5) hours a day. Exempt are roof sections sloped greater than 30 degrees (7/12 rise-to-run) oriented within 80 degrees of true north. If allowed by the Florida Building Code and notwithstanding any other provision in the City’s Land Development Code, the Solar Zone shall be located on the roof or suitable overhang of the building of single-family residences and townhouses and for qualifying multi-family buildings, the Solar Zone can be located on any of the following locations: roof of building, overhang of building, roof and/or overhang of another structure located on the same property within 250 feet of the primary building, covered parking installed with the building, other structures including trellises, arbors, patio covers, carports, gazebos, and similar accessory structures as may be sufficiently strong to support a solar array.

Sunlit Area - shall mean that portion of a roof section receiving at least 5 hours of sunlight on the equinox.

Section 2. South Miami Land Development Code Article III, “Zoning Regulations”, Section 20-3.6, “Supplemental Regulations” is hereby amended to read as follows:

(W) Solar Requirements

(1) **Applicability.** All new construction of single-family residences with living area greater than 1,100 square feet, townhouses, and any multi-story residential building where a section of roof can be reasonably allocated, as determined by the Director of the Building Department or the Planning and Zoning Department, to a separately metered dwelling unit (hereinafter referred to as “qualifying multi-story residential building”), that apply for preliminary approval (or final approval if no preliminary approval was obtained) by the Environmental Review and Preservation Board on or after 18 Sept. 2017 shall design and construct the roof so as to withstand the weight of all product approved roofing material with the weight of solar collectors and shall install at least the minimum amount of solar collectors required in subsection (2) of this section (W). This requirement shall also apply to existing residential buildings as described above, if an alteration or addition is made that either increases the square footage of the principal structure by 75% or greater, or that replaces 75% or more of the existing sub-roof (any portion of the sub-roof that is necessarily replaced due to damage from a natural disaster shall not be included in the calculation of this percentage).

(2) **Minimum required installation.** Solar collectors shall be installed in at least the following amounts, provided a sufficient Solar Zone exists to accommodate them as determined by the certification of an architect or engineer who shall also certify the total size of available Solar Zone in square feet:

- i. one panel with a minimum of 2.75 kW nameplate photovoltaic capacity per 1,000 square feet of living area provided there is sufficient space within the available roof top Solar Zone; or
- ii. 175 square feet of solar collectors per 1,000 square feet of roof area.
- iii sufficient solar collectors to fill the available Solar Zone, to the extent that such construction is allowed by the Florida Building Code.

(3) **Avoiding the Creation of Shade.** Structures shall be designed in such a way so as to maximize the available Solar Zone and for structures which have been designed by an architect or engineer, the plans submitted shall include a certificate from the architect or engineer of record certifying that the design of the structure has maximized the available Solar Zone. Obstructions which are not located on the roof or another part of the building, such as landscaping or a neighboring building are not subject to these placement requirements.

(4) **Minimum specifications for solar collectors.**

- i. Solar photovoltaic systems: Photovoltaic collectors satisfying the requirements of this section shall be at rated at no less than ten (10) watts DC faceplate capacity per square foot.
- ii. Solar thermal systems: Single-family residential solar domestic water heating systems shall be OG-300 System Certified by either the Solar Rating and Certification Corporation (SRCC) or the International Association of Plumbing and Mechanical Officials (IAPMO).
- iii. Solar photovoltaic systems and solar thermal systems shall be installed in accord with all applicable State code requirements, including access, pathway, smoke ventilation, and spacing requirements, all applicable local code requirements, and manufacturer’s specifications.

(5) **Approval and compliance.** All solar installations shall be permitted through the City. The plans shall demonstrate that the requirements of the City code and the Florida Building Code are

satisfied and the engineer or architect of record shall sign and seal the plans indicating compliance. Subsequent review approval shall be carried out through the standard review processes for residential construction. Inspection shall be performed by the Building Department as per the City's permit requirements for solar power or water heating installations. Enforcement of this ordinance shall be carried out by the City including the Code Enforcement Division.

Section 3. Codification. The provisions of this ordinance shall become and be made part of the Land Development Code of the City of South Miami as amended.

Section 4. Severability. If any section, clause, sentence, or phrase of this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, this holding shall not affect the validity of the remaining portions of this ordinance or the Guidelines adopted hereunder.

Section 5. Ordinances in Conflict. All ordinances or parts of ordinances and all sections and parts of sections of ordinances in direct conflict herewith are hereby repealed.

Section 6. Effective Date. This ordinance shall become effective upon enactment.

PASSED AND ENACTED this 18th day of July, 2017.

ATTEST:

APPROVED:

CITY CLERK

1st Reading
2nd Reading

MAYOR

READ AND APPROVED AS TO FORM:
LANGUAGE, LEGALITY AND
EXECUTION THEREOF

COMMISSION VOTE:
Mayor Stoddard: YES
Vice Mayor Welsh: YES
Commissioner Edmond: YES
Commissioner Harris: YES
Commissioner Liebman: NO

CITY ATTORNEY

Exhibit B
Green Roof Requirements



Powered by RebelMouse (https://www.rebelmouse.com/feeds/1105244451426.html?utm_source=EcoWatch&utm_campaign=PoweredByRebelMouse)



Green roof of the Denver Environmental Protection Agency. *Denver Green Roof Initiative*

Denver Becomes Latest City to Require Green Roofs

Denver is the latest city (<https://www.ecowatch.com/france-mandates-new-roofs-must-be-covered-in-solar-panels-or-plants-1882023168.html>) to mandate rooftop gardens (<https://www.ecowatch.com/take-a-tour-of-facebooks-massive-9-acre-rooftop-park-1882188293.html>) or solar (<https://www.ecowatch.com/tag/solar>) installations on new, large buildings, joining San Francisco (<https://www.ecowatch.com/san-francisco-becomes-first-major-city-to-require-solar-panels-on-new--1891119335.html>), New York, Paris, London and other cities around the world with similar green roof (<https://www.ecowatch.com/tag/green-building>) measures, the Associated Press (<https://apnews.com/983c1f367e444ad28c44d6217c0810a4/Denver-votes-to-require-environment-friendly-'green'-roofs>) reported.





The Colorado capital ranks third in the nation for highest heat island (<https://www.ecowatch.com/how-green-infrastructure-minimizes-the-impacts-of-climate-change-1881953368.html>) and eighth in the nation for worst ozone/particulate pollution, according (https://www.facebook.com/pg/denvergreenroof/about/?ref=page_internal) to the Denver Green Roof Initiative (<http://www.denvergreenroof.org/>), a grassroots group that advocated for the city's green roof ordinance, Initiative 300 (https://www.denvergov.org/content/dam/denvergov/Portals/778/documents/VoterInfo/SecondSamplePetition_Gre

Although the official tally is not in, the ballot initiative had 54 percent approval as of Thursday, signaling that the measure is headed towards victory. The vote will be certified on Nov. 24.

Initiative 300 creates a new building code that requires green roofs or solar panels for most buildings 25,000 square feet or larger that are constructed after Jan. 1, 2018.

The Associated Press noted that the measure is more stringent than other green roof mandates, as it requires many existing buildings to be retrofitted with green roofs when the old roof wears out. Older buildings that cannot support the load of a green roof can get an exemption.

"These required building improvements would significantly reduce long term operating costs by lowering energy consumption and increasing the longevity of a roof," the Denver Green Roof Initiative stated (<http://www.denvergreenroof.org/2017/10/23/to-the-people/>) on its campaign website. "A green roof lasts 2-3 times as long as a traditional roof because the waterproofing membrane is protected from damage by the elements and workers by covering it with a growing medium and plants."

The measure did not have an easy road to passage. Denver Mayor Michael Hancock opposed the initiative over worries that it could drive up the costs of construction projects. Also, several Denver businesses spent \$250,000 (<http://denver.cbslocal.com/2017/11/08/green-roof-initiative-denver/>) in an advertising push against the plan.

Department of Community Planning and Development spokeswoman Andrea Burns told the Denver Post (<http://www.denverpost.com/2017/03/05/denver-rooftop-garden-heat-island-effect/>) in March that the department would prefer to give architects and engineers "the flexibility to design a roofing system that works best for their needs and their budgets."





Following the vote, however, Burns conceded to CBS4 (<http://denver.cbslocal.com/2017/11/08/green-roof-initiative-denver/>) that "it will be a little bit of work in the next few weeks, but green roofs are already possible in Denver. It's just a matter of making those agreements that are part of Initiative 300 work with our system now. We're going to make this work for the people of Denver."

The Denver Green Roof Initiative admits that green roofs cost about \$15 more per square feet than a traditional black roof but pointed out that the green roof will pay for itself in about six years.

"Even though the extra cost would be offset in as soon as 6.2 years, most developers choose not to incorporate them because they build the building then sell it," the group said (<http://www.denvergreenroof.org/the-project/>). "They don't see those energy and storm-water savings. They don't save the money from roof longevity. Yet they are still able to sell the building for more money with these improvements!! We believe that the developers of Denver could be doing more to negate their footprint in our beautiful city. We believe green roofs are the answer."

The initiative was endorsed (<http://www.denvergreenroof.org/endorsements/>) by several green builders and environmental groups.

"Initiative I-300 will contribute to improving Denver's air quality, increasing the energy efficiency of its buildings, mitigating the urban heat island effect, managing storm water runoff, and creating habitat for pollinators and other insects," said Lauren Petrie, Food & Water Watch (<https://www.foodandwaterwatch.org/state/colorado>)'s Rocky Mountain Region Director. "We are dedicated to a more sustainable future in Denver and believe that passing this green roof initiative will be a vehicle for asserting our human desire for cleaner air and water, and cooler urban temperatures.

The Denver Green Roof Initiative stressed in a Facebook post Friday (<https://www.facebook.com/denvergreenroof/>) that even though Initiative 300 passed, there are still "tremendous hurdles to overcome due to push back from those in power."

"This is a battle won against climate but the war doesn't stop here," the post stated. "We must all get active and fight for our values, because we are stronger together. Thanks again for the overwhelming support. The citizens of Denver have a healthier, more sustainable future because of YOU!"

Show Comments (0)



(<http://www.denvergreenroof.org/the-project/>)

Exhibit C

Florida Green Local Government Designation Standards

Green Local Government Standard

FGBC Green Local Government Standard Overview



The FGBC Green Local Government Standard designates Green Cities and Green Counties for outstanding environmental stewardship. It is expected that certified green city and county governments will not only gain recognition and publicity, but also function in a more efficient manner through better internal communication, cost reductions, and effective risk and asset management. FGBC is actively working towards the availability of incentives that are based on compliance with this standard.

To view a list of certified green local governments and view specific green achievements by each government use the [project search](#) database.

Get motivated by some of these award-winning best practices and resources:

[City of Doral Green Master Plan](#)

[City of Tallahassee 2013 Green Initiatives Annual Report](#)

View a "[Lunch and Learn](#)" presentation organized by the FGBC Green Local Government Committee. This informative video offers guidance on how to become an FGBC Green Local Government and it was made possible by the following:

Stephanie Thomas-Rees, Florida Solar Energy Center
 Ginger Adair, Natural Resources Director for Volusia County Environmental Management.
 JP Gellermann, St. Lucie County Extension Office
 Kevin Para, Veggie Oil Man
 Volusia Green Government Committee
 Greg Blose, Executive Officer, Volusia Building Industry Association
 Katrina Locke, Director, Lyonia Environmental Center
 Shannon Julien, VP/Division Manager, Ecology at Environmental Services
 Kira Lake, Energy Conservation Representative, Florida Public Utilities
 Mary Swiderski, Executive Director, Volusia Council of Governments
 Bill Gallagher, Solar Fit, luncheon sponsor
 Eleanor Foerste, Osceola County Extension Office
 Mayor Jon Netts and Denise Brevan, City of Palm Coast
 Mayor Richard Crotty and Lori Cunniff, Orange County
 Steve Kintner and Heather Squires, Volusia County Environmental Management
 Roz Veltenaar, Client/Server Analyst, University of Central Florida

Download a [toolkit and instructions](#) for hosting a press conference announcing a community's FGBC Green Local Government certification.

The FGBC Green Local Government Standard presents a comprehensive list of criteria, organized in terms of local government department functions. It focuses on improving environmental performance through a number of mediums (energy, water, air, land, waste), and evaluates:





- Environmental practices done "in-house"
- Incentives and ordinances to foster green practices
- Educational activities to improve the environment

The FGBC Green Local Government Standard is similar to other green standards currently in effect in Florida and many other states, yet very unique in its target. In essence, a list of criteria is presented, and each is assigned a point value. A minimum total point value is set that represents a bar, and local governments who incorporate sufficient criteria such that they meet or exceed the bar are "certified" or "registered" as a Green Local Government. Typical components of green building programs have traditionally targeted individual buildings and land developments. One of the goals of the Local Government Standard is to increase the penetration of many types of green activities.

The Florida Green Local Government Standard leverages many existing programs, and also presents new criteria. Existing programs that are leveraged include statewide programs such as Waterfronts Florida, Florida Main Street Designation, and national programs such as Tree City USA from the National Arbor Day Foundation. Examples of criteria that are not defined by an existing program include developing local government energy reduction plans, instituting an environmentally preferable purchasing program, utilizing green fleet management, and working with water utilities to promote conservation.

Steps to Becoming a Florida Green Local Government

1. Learn about the Florida Green Local Government Standard.

[Contact the Florida Green Building Coalition \(FGBC\)](#), which operates and maintains the standard. An individual will be available to introduce you to the process.

2. Designate an office, department, or individual as Project Coordinator.

The Project Coordinator will be the main link between the local government and FGBC. A project evaluator will be assigned to your team by FGBC.

3. Submit the Registration Form along with a deposit.

The Registration form is contained within the Application Tool (Excel file).

4. Determine what criteria apply to the local government.

Since the standard's criteria are organized in terms of generic local government functions, the coordinator will perform an exercise to determine what criteria will apply to the local government. For example, if there is no public electric utility, certain criteria will not apply. The exercise will enable the Project Coordinator to determine the *Maximum Applicable Points Total*. The Project Coordinator will also determine which department is likely to perform each function, in order to distribute criteria effectively.

5. Conduct a local government assessment review in cooperation with departments.

After criteria has been distributed to appropriate departments, individual departments review the criteria and indicate what has been done or is planned for implementation, and also indicate what is likely to be considered in the interest of achieving the standard, and for the benefit of the local government.

6. Conduct a local government evaluation.

The Project Coordinator collects all departmental information, and determines where the local government currently falls in reference to the suggested levels of compliance. The Project Coordinator then prepares a summary report that is sent to all applicable local government departments.

7. Schedule implementation meeting to outline path towards qualification.

The coordinator then assembles a meeting of departmental representatives to discuss the status in reference to the standard. An interactive process then begins whereby areas of cooperation are explored, potential sustainable and green improvements are identified, and a plan is outlined with the intent of bringing the city/county towards compliance with the standard. Designation Levels are awarded based on achieving percentages of the *Maximum Applicable Points Total*.

8. Submit application and all necessary documentation to FGBC for evaluation.

At which time the local government believes they have met the minimum requirements of the standard, a submittal is provided to FGBC with necessary documentation such that the efforts can be reviewed, and the designation awarded.

Application Fee

Population < 20,000	\$3,000
Population 20,001 - 100,000	\$4,000
Population > 100,001 - 200,000	\$5,000
Population > 200,000	\$6,000

Application Tool

An Excel spreadsheet helps a local coordinator apply the FGBC criteria to local government departments, assign responsibilities and determine which criteria are applicable to the local government body. This tool allows the local coordinator to filter on key criteria for reporting progress, and serves as an electronic application form.

Tool and Application Instructions (included on spreadsheet)

1. To start the process enter names of Local Government Departments in the designated spreadsheet rows.
2. Worksheets allow you to determine which criteria apply to your city/county, and help you to track progress as criteria are implemented. Tools are provided for you to flag criteria according to appropriate department and staff member. Point totals are tallied for each government function.
3. The "Filter Tool" contains all criteria, and allows criteria to be organized according to a number of variables. Point totals are tallied for the entire program.
4. A complete application package will include an electronic copy of the completed tool or hard copy of all "sheets" except the "filter tool", all required documentation, and the required application fee.

Modification Process

- Suggested revisions shall be submitted to the Florida Green Building Coalition using the Modification Request Form available in the download section on this page
- Applications shall be compiled and circulated to the Florida Green Building Coalition Green Local Government Committee, past applicants, and project evaluators for comments. The comment period shall be at least thirty days.
- Following the public comment period, each application and its public comments shall be reviewed by the Florida Green Building Coalition Green Local Government Committee, which will make written consensus recommendations to the Board of Directors for suggested revisions to the standard along with the original applications.
- The Board of Directors of the Florida Green Building Coalition, Inc. shall adopt, adopt with modification, or reject each application for change.
- **Revision Cycle for the Green Local Government Designation Standard:**
 - Periodic review. At least triennially, the provisions set forth in these Green Local Government Designation Standards shall be reviewed by the Standards Committee of the Florida Green Building Coalition, Inc. in collaboration with other stakeholders. At a minimum, this review shall include consideration and evaluation of changes in the law, technological innovations, and comments and requests received from interested parties.
 - All applications for revision shall be disposed of on an annual cycle such that applications received prior to the last working day of June 15 are included in the application review cycle that concludes no later than September 15.
 - The Board shall approve any changes to the standard by the last day of October in any year in which it is to be revised.
 - Any new standard shall be in placed on the web site (along with the current standard) no later than November 15.

- The effective date of any new Green Local Government Designation Standards shall be January 1. Only those proposals to change these Green Local Government Designation Standards that are received on or prior to June 15 shall be considered for the revisions to these Green Local Government Designation Standards that may become effective on January 1 of the following year.

The reference guide and module text, graphics and examples may be updated at anytime by FGBC; so long as they are of a clarifying nature.

Background

The Florida Green Local Government Standard was created under a grant from the U.S. Department of Energy and the Florida Energy Office. A number of organizations and agencies served as subcontractors or contributed, including:

- The Florida Solar Energy Center developed the working Standard
- The Florida Green Building Coalition contributed to development of the Standard and now oversees all certifications.
- The Miami Dade Department of Environmental Resources Management put together educational modules on fleet management and on landscape maintenance to assist local governments with the process.
- Sarasota , Alachua and Miami-Dade counties and the City of Gainesville helped with creation and review of the standard.
- City of Orlando representatives also participated in development of the standard.

It is envisioned that successful local governments will create and enforce landscape codes that help preserve Florida natural ecosystems, conserve water, create pedestrian-friendly environments, and follow green policies throughout their own organization in everything from ball field maintenance to in-house recycling.

The standard is presented in such a way that it is much more than just a program - it is a powerful tool. The guiding documents of the standard are designed to act as educational material for a wide audience of readers. The documents not only present opportunities for a local government to "be green," but also provide examples and resources covering how to do it. In many cases, based on current application of criteria in pilot Florida cities and counties, as well as other US local governments, quantifiable results can also be presented such as cost reductions, tons of CO₂ reduction, pounds of waste diverted from landfill, etc. With such a broad scope and the uniqueness of tying in many suggestions, resources, existing programs to leverage, etc. into one comprehensive standard, a "one stop shop" of information has been created. In this case, the standard is an excellent reference for Florida local governments to refer to when trying to accomplish environmental goals - whether from a regulatory, a risk / asset management, an economic development, or a cost reduction standpoint. The standard is meant to be a useful reference even for those local governments who have no interest in becoming certified, but are trying to accomplish a singular goal, rather than the big "green" picture. For those that do wish to become certified, there are flexible paths to qualification so that cities and counties can tailor qualification to meet their goals, while still maintaining the well-








rounded profile that has come to define "green". Flexibility is also important, for no two local governments look alike, nor do they all perform the same functions.

Part of what started the development of the Florida Green Local Government Standard was a desire of the Florida Energy Office and the US Department of Energy to achieve "Energy and Environmental Integration" within government. A solicitation was announced, and The Florida Solar Energy Center (part of the University of Central Florida), the Florida Green Building Coalition, and Miami/Dade Department of Environmental Management (DERM) teamed together on a winning proposal. The original request for proposal indicated that while energy and environmental elements are tightly linked in natural and economic systems, federal, state, and local governments have traditionally approached these two issues by segmenting them into separate organizations in a way that obscures their connections. One goal of the Florida Green Local Government Standard is to bring together entities with common objectives and overlapping interests to develop integrated energy/environmental solutions to statewide as well as local issues. Such integrated energy/environmental strategies offer new opportunities for increased energy efficiency, multi-pollutant prevention, and environmental improvements as well as greater operational efficiency, increased customer service, and expanded public acceptance. These goals can be well accomplished by incorporating the actions of green building into the framework of local governments, through the process of striving to meet a green building standard. Part of the process for determining qualification with the standard is to look across all local government departments to determine what is currently being done, what the needs/desires are, and what remains to be done in order to qualify. This process inherently requires extensive communication between departments, eventually identifying areas of potential cooperation to better achieve common goals.

Another aspect is that as local governments learn more about how being green can help them accomplish their goals, they will see the benefit of encouraging the private sector to apply the same principles through the creation of green homes, green commercial buildings, and green land developments. There are already standards in effect for these sectors in Florida, and green local governments can increase the penetration of green buildings and land developments through various incentives. The City of Gainesville recently passed an ordinance giving a \$300 discount on building permits for certified green projects, as well as free fast track permitting (a \$350 value). They are also actively promoting and publicizing such projects. Green building is not just good for the property owner or those living on the property, it is good for the whole community.

Developing a standard, rather than a comprehensive guidebook is important for a number of reasons. Creating a standard and setting a bar gives local governments a meaningful goal to aim towards. The bar is designed to be a realistic one (based on pilot city/county involvement), and gives local champions of the effort something to point towards in order to keep things on track. It may provide enough driving force to push a local government who would have only achieved 50% of the bar with a simple guidebook achieve 100% of the bar such that they can become certified. The certification will allow a local government to publicize their efforts in order to gain the recognition they deserve from the local community as well as the state. Other stakeholders will also be taking part in publicizing the existence of the standard, as well as the efforts of certified cities and counties. It is also envisioned that the standard will act as an excellent metric on which to base eventual statewide incentives to cities and counties who become certified. It could also be used in the regulatory arena, where a non-compliant local government could be given the option of achieving the certification, as opposed to other regulatory actions that may be taken against them.

Downloads (Current Version)

- *Effective January 23, 2014*
- [FGBC Green Local Government V4-1 Standard Policies](#) 
- [FGBC Green Local Government V4-1 Reference Guide](#) 
- [FGBC Green Local Government V4-1 Checklist-Application Tool](#) 
- [Fleet Management](#) 
- [Landscape Maintenance](#) 
- [Green Cleaning Checklist](#) 
- [Modification Request Form](#) 



[Top 10 Errors To Avoid](#)




[Frequently Asked Questions](#) (FAQs)

Submit complete application files
as a zipped package to:




<https://www.hightail.com/u/certifications>

Downloads History

Version 4 (expired 1/23/14)

- [FGBC Green Local Government V4 Standard Policies](#) 
- [FGBC Green Local Government V4 Reference Guide](#) 
- [FGBC Green Local Government V4 Checklist-Application Tool](#) 

Version 3 (expired 12/31/10)

- [FGBC Green Local Government V3 Standard Policies](#) 
- [FGBC Green Local Government V3 Reference Guide](#) 
- [FGBC Green Local Government V3 Checklist-Application Tool](#) 

Version 2

- [Complete Application Package V2](#) 
- [Application Tool & Checklist V2](#) 

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- [Contact Us](#)

Florida Green Local Government Designation Standard

Application Tool & Checklist

Version 4.1

Effective January 1, 2014

Revised 2-8-17

Why Become a Designated Green Local Government?

The Florida Green Local Government Designation is an opportunity to establish a sustainability plan that sets goals and implements environmental practices that can lead to tangible reductions in operating costs and capital outlays for the municipality, while at the same time allows the community to be recognized for its environmental stewardship. Elected officials can set in motion a process that may extend beyond their terms and their generation in creating a culture of environmental stewardship through all future decisions and departments.

Benefits of Following the FGBC Green Local Government Standard

Following the green designation standard will likely lead to reduced government utility use, reduced waste and reduced expenditures on toxic cleaners and pest controls. Long-term benefits may include reduced capital outlay for new water sources, new energy plants, port dredging and roads. Demonstrate long-lasting leadership. Create a greener future for your community. Commit to seeking the Florida Green Local Government designation as a green city or county.

Instructions

This tool is best viewed at 75%. Viewing sizes larger than 75% may cause some text fields to appear hidden.

Please review the following FGBC Green Local Government Standard supporting documents prior to using this Application Tool.

[Standards & Policies](#)
[Reference Guide](#)
[Green Cleaning Checklist](#)

[Landscaping Module](#)
[Fleet Management Module](#)

Step 1 Complete the **Registration Form** (see tab below) and send to FGBC with your deposit or full application fee.


Mail to FGBC at the address indicated on the REGISTRATION FORM

Registration Form with credit card payment can be faxed to 850-671-4897 or emailed to: info@FloridaGreenBuilding.org

Step 2 Using the Application Tool

- 1) To start the process, enter names of your local government departments in the green table below. Replace the sample department names provided, as needed.
- 2) The following 19 worksheets allow you to determine which criteria apply to your city/county, and help you to track progress as criteria are implemented. Tools are provided for you to flag criteria according to appropriate department and staff member. Point totals are tallied for each government function.
- 3) The "Filter Tool" is a cumulative list of all the criteria, and allows criteria to be organized according to a number of variables. Point totals are tallied for the entire program.
- 4) A complete application package will include an electronic copy of the completed application tool and all the supporting documentation, along with the required application fee.

No Department Selected
Administration
Agriculture / Extension Service
Building and Development
Economic Development / Tourism
Emergency Mgmt. / Public Safety
Energy Efficiency, C&S
Housing and Human Services
Human Resources
Information Services
Natural Resources Management
Parks and Recreation
Planning and Zoning
Ports and Marinas
Property Appraiser / Tax Collector
Public Transportation
Public Works and Engineering
School Board
Solid Waste
Water and Wastewater

 Red Cells denote credits that apply a point penalty if not met, as noted in the FGBC Green Local Government Reference Guide. Although the credit is not required and a point is not earned by accomplishing the task, these credits add applicable points unless they are met.



Florida Green Local Government Standard Version 4.1 Registration Form

Revised 2-8-17

Instructions

Submit this form to register for FGBC Green Local Government designation. It represents your commitment to pursue the certification requirements.

Upon registration, FGBC will assign a technical resource person to answer questions regarding the certification process and required submittals.

A minimum deposit of \$500 is required with registration, but the full application fee may be paid at time of registration.

Email completed Registration Form to: info@floridagreenbuilding.org

(You can email the entire Excel file, not just the Registration tab)

Or Mail to: FGBC, 1415 E. Piedmont Dr., Suite 5, Tallahassee, FL 32308. PH: 850-894-3422

Local Government Information (All fields required)

Local Government Name: _____
 Main Address: _____
 City, ST, Zip: _____

Coordinator Name: _____ PH: _____
 Title: _____ Fax: _____
 Mailing Address: _____ Email: _____
 City, ST, Zip: _____

List pertinent Local Government decision makers involved and their titles

Contact Name	Contact PH:
_____	_____
_____	_____
_____	_____

Application Fee

Please make check payable to: Florida Green Building Coalition

Population ¹ < 20,000	\$3,000	Population: _____
Population ¹ 20,000 - 99,999	\$4,000	
Population ¹ 100,000 - 200,000	\$5,000	
Population ¹ >200,000	\$6,000	

Total Application Fee _____ 0

¹ Population based on the most recent US Census

² Minimum deposit for Registration is \$500

Deposit² paid at this time _____

Total due with final application _____ 0

[Register and Pay Online](#)

or Submit Credit Card Authorization Below: (Not Recommended)

CC#: _____
 Expiration Date: _____
 Name on Card: _____
 Billing Zip Code: _____
 Signature: _____

Agreement

I have read the entire FGBC Green Local Government Designation Standard and will abide by the policies it contains. I understand that this deposit allows FGBC to assign a Project Evaluator to provide information regarding documentation needed to verify points. I plan to submit the necessary documentation for all credit points I am claiming. Failure to earn a designation will not be grounds for refunding of the deposit. I have the authority to sign for the local government.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Florida Green Local Government Standard Version 4.1 *Revised 2-8-17* Final Application Form

Instructions

Submit the following to: FGBC, 1415 E. Piedmont Dr., Tallahassee, FL 32308; Do NOT specify receipt signature required.

Questions? Contact your Project Evaluator or FGBC at PH: 850-894-3422.

- Printed copy of the Completed Final Application Form and payment
- Electronic copy of the completed Application Tool/Checklist and all supporting documents

Local Government Information

Local Government Name: _____

Main Address: _____

City, ST, Zip _____

Coordinator Name: _____

PH: _____

Title: _____

Fax: _____

Mailing Address: _____

Email _____

City, ST, Zip: _____

Point Totals

Category	MAP	CPA	Category	MAP	CPA
A	64	0	K	19	0
B	27	0	L	18	0
C	47	0	M	4	0
D	10	0	N	7	0
E	13	0	O	12	0
F	20	0	P	23	0
G	26	0	Q	36	0
H	9	0	R	33	0
I	7	0	S	23	0
J	19	0			

Total Maximum Applicable Points **417**

Total Credit Points Achieved **0**

Percent of Maximum Applicable Points Total **0 %**

Certification Levels

Platinum = 71-100% of MAP Total

Gold = 51-70% of MAP Total

Silver = 31-50% of MAP Total

Bronze = 21-30% of MAP Total

Agreement and Application Fee

I have read the entire FGBC Green Local Government Standard and will abide by the policies it contains. I understand that this fee allows an FGBC evaluator to decide whether a designation will be awarded. I understand that no designation will be awarded until all documentation deemed necessary by the evaluator to judge compliance with the Standard has been provided. I understand that this fee is non-refundable and that FGBC reserves the right to revoke the designation according to the policies set forth in the Standard. I have the authority to sign for the local government.

Total Application Fee: _____

Deposit Paid: _____

Balance Due Now: _____

Printed Name _____

Title _____

Signature _____

Date _____

Credit Card Authorization: *(Visa, AX, MC & Discover Accepted)* or

[Payonline](#)

CC#: _____

Expiration Date: _____

Name on Card: _____

Billing Zip Code: _____

Signature: _____



Florida Green Local Government Standard Version 4.1 *Revised 2-8-17* Certification Upgrade Form

Instructions

Submit the following to FGBC:

- Printed copy of the Completed Certification Upgrade Form with your payment
- A list of each of the credits being requested along with supporting documents for each of the claimed criteria.
Each electronic file for supporting documents should use the Criteria Name and Number as its file name.

<https://www.hightail.com/u/certifications>

Questions? Contact FGBC at PH: 850-894-3422 • 1415 E. Piedmont Dr., Suite 5 • Tallahassee, FL 32308

Local Government Information

Local Government Name: _____

Main Address: _____

City, ST, Zip _____

Coordinator Name: _____

Title: _____

Mailing Address: _____

City, ST, Zip: _____

PH: _____

Fax: _____

Email: _____

Upgrade Fee Schedule

Points Requested	# of Credits Submitted	Total Points Requested	Fee	Amt Due
Up to 5 Points			\$1,000	
6-15 Points			\$1,500	
16-29 Points			\$2,000	
30+ Points			\$2,500	

Agreement

I have read the entire standard and will abide by the policies it contains. I understand that this fee allows an FGBC evaluator

Printed Name: _____

Title: _____

Signature: _____

Date: _____



**Florida Green Local Government Standard
Version 4.1
Revised 2-8-17
Recertification Form**

Instructions

Submit the following to FGBC:

- Printed copy of the completed Recertification Application Form with your payment
- The completed Exel Checklist along with supporting documents for each of the claimed criteria.
Each electronic file for supporting documents should use the Criteria Name and Number as its file name.

All files must be submitted electronically to FGBC using the following FTP dropbox:

<https://www.hightail.com/u/certifications>

Questions? Contact FGBC at PH: 850-894-3422 • 1415 E. Piedmont Dr., Suite 5 • Tallahassee, FL 32308

Local Government Information

Local Government Name: _____
Main Address: _____
City, ST, Zip: _____

Coordinator Name: _____ PH: _____
Title: _____ Fax: _____
Mailing Address: _____ Email: _____
City, ST, Zip: _____

Recertification Verification Options - Indicate Your Option

Option A The Local Government Coordinator may submit a full application, subject to the requirements of an original review for FGBC Green Local Government Certification.

Option B The FGBC Evaluator selects 7 claimed credits within 7 categories (i.e., one per category) to audit for verification. Note: No new credits may be claimed under this method.

Option C The FGBC Evaluator selects 3 credits for audit, plus the local government will submit new credits and associated documentation worth at a minimum ten percent (10%) of the points earned from its prior certification.

Agreement

I attest that I am the top non-elected administrator for the local government (City Manager, County Administrator, etc).

I have read the entire Standard and will abide by the policies it contains.

I certify that all of the information provided to FGBC in the Checklist and supporting documents is correct, true and current.

I further certify that the local government represented in this application is still meeting all of the criteria for which points were earned in achieving the designation as a certified Florida Green Local Government five years ago, or that it has removed any credits for the policies, activities and programs that have ceased or that no longer meet the requirements of the current version of the standard.

I understand that the recertification fee authorizes an FGBC Project Evaluator to determine whether a designation will be awarded. I understand that no designation will be awarded until all documentation deemed necessary to judge compliance with the Standard has been provided to FGBC and approved by the Project Evaluator. I understand that this fee is non-refundable and that FGBC reserves the right to revoke the designation according to the policies set forth in the Standard.

I understand that recertification is based upon achieving the minimum requirements of the most current version of the FGBC Green Local Government Standard. If the credits submitted by the local government are not awarded by FGBC, the expedited recertification method and its fee will be forfeited and a full application and fee must be submitted for recertification.

Printed Name: _____ Title: _____

Signature: _____ Date: _____



Florida Green Local Government Standard Version 4.1 Registration Form

Revised 2-8-17

Instructions

Submit this form to register for FGBC Green Local Government designation. It represents your commitment to pursue the certification requirements.

Upon registration, FGBC will assign a technical resource person to answer questions regarding the certification process and required submittals.

A minimum deposit of \$500 is required with registration, but the full application fee may be paid at time of registration.

Email completed Registration Form to: info@floridagreenbuilding.org

(You can email the entire Excel file, not just the Registration tab)

Or Mail to: FGBC, 1415 E. Piedmont Dr., Suite 5, Tallahassee, FL 32308. PH: 850-894-3422

Local Government Information (All fields required)

Local Government Name: _____
 Main Address: _____
 City, ST, Zip: _____

Coordinator Name: _____ PH: _____
 Title: _____ Fax: _____
 Mailing Address: _____ Email: _____
 City, ST, Zip: _____

List pertinent Local Government decision makers involved and their titles

<u>Contact Name</u>	<u>Contact PH:</u>
_____	_____
_____	_____
_____	_____

Application Fee

Please make check payable to: Florida Green Building Coalition

Population ¹ < 20,000	\$3,000	Population: _____
Population ¹ 20,000 - 99,999	\$4,000	
Population ¹ 100,000 - 200,000	\$5,000	
Population ¹ >200,000	\$6,000	

Total Application Fee _____ 0

¹ Population based on the most recent US Census

² Minimum deposit for Registration is \$500

Deposit² paid at this time _____

Total due with final application _____ 0

[Register and Pay Online](#)

or Submit Credit Card Authorization Below: (Not Recommended)

CC#: _____
 Expiration Date: _____
 Name on Card: _____
 Billing Zip Code: _____
 Signature: _____

Agreement

I have read the entire FGBC Green Local Government Designation Standard and will abide by the policies it contains. I understand that this deposit allows FGBC to assign a Project Evaluator to provide information regarding documentation needed to verify points. I plan to submit the necessary documentation for all credit points I am claiming. Failure to earn a designation will not be grounds for refunding of the deposit. I have the authority to sign for the local government.

Printed Name: _____ Title: _____
 Signature: _____ Date: _____

Florida Green Local Government Standard Version 4.1 *Revised 2-8-17* Final Application Form

Instructions

Submit the following to: FGBC, 1415 E. Piedmont Dr., Tallahassee, FL 32308; Do NOT specify receipt signature required.

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Main Address: _____

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Coordinator Name: _____

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Title: _____

Fax: _____

Mailing Address: _____

Email _____

City, ST, Zip: _____

Point Totals

Category	MAP	CPA	Category	MAP	CPA
A	64	0	K	19	0
B	27	0	L	18	0
C	47	0	M	4	0
D	10	0	N	7	0
E	13	0	O	12	0
F	20	0	P	23	0
G	26	0	Q	36	0
H	9	0	R	33	0
I	7	0	S	23	0
J	19	0			

Total Maximum Applicable Points **417**

Total Credit Points Achieved **0**

Percent of Maximum Applicable Points Total **0 %**

Certification Levels

Platinum = 71-100% of MAP Total

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Balance Due Now: _____

Printed Name _____

Title _____

Signature _____

Date _____

Credit Card Authorization: *(Visa, AX, MC & Discover Accepted)* or

[Payonline](#)

CC#: _____

Expiration Date: _____

Name on Card: _____

Billing Zip Code: _____

Signature: _____



Florida Green Local Government Standard Version 4.1 *Revised 2-8-17* Certification Upgrade Form

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30+ Points			\$2,500	

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Printed Name: _____ Title: _____
 Signature: _____ Date: _____



**Florida Green Local Government Standard
Version 4.1
Revised 2-8-17
Recertification Form**

Instructions

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Local Government Information

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Title: _____ Fax: _____
Mailing Address: _____ Email: _____
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Printed Name: _____ Title: _____

Signature: _____ Date: _____

ADMINISTRATION

Administrative entities such as Boards of City or County Commissioners can effectively manage risks, assets, and budgets through conservation planning, enacting guiding policy, and educating staff members.

Energy & Air
Water
Waste
Health
Land Use
Emergencies

#	EA	W	H	LU	A	Credit Name	Maximum Possible Points	Maximum Applicable Points	Credit Points Achieved	
A1	Local Government environmental commitment									
A1a						Write or re-write mission statement to include environmental commitment.	2	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 0	
A1b						Incorporate the mission statement into the local government's comprehensive plan.	3	<input checked="" type="checkbox"/> 3	<input type="checkbox"/> 0	
A2	Conservation planning									
A2a		<input checked="" type="checkbox"/>				Monitor and track local government energy use.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0	
A2b		<input checked="" type="checkbox"/>				Develop a local government energy reduction plan.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0	
A2c			<input checked="" type="checkbox"/>			Monitor and track local government water use.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0	
A2d			<input checked="" type="checkbox"/>			Develop a local government water reduction plan.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0	
A2e				<input checked="" type="checkbox"/>		Monitor and track local government solid waste generation/ recycling rates.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0	
A2f				<input checked="" type="checkbox"/>		Develop a local government solid/hazardous waste reduction plan.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0	
A2g				<input checked="" type="checkbox"/>		Develop an EPP program for the local government.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0	
A2h				<input checked="" type="checkbox"/>		Encourage EPP program implementation.	5	<input checked="" type="checkbox"/> 5	<input type="checkbox"/> 0	
A3	Reduce greenhouse gas emissions									
A3a		<input checked="" type="checkbox"/>				Participate in Cities for Climate Protection Campaign.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0	
A3b					<input checked="" type="checkbox"/>	Alternative Fuel Vehicle purchase.	3	<input checked="" type="checkbox"/> 3	<input type="checkbox"/> 0	
A4	Build, renovate, and maintain green government buildings									
A4a					<input checked="" type="checkbox"/>	Become a member of FGBC.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0	
A4b					<input checked="" type="checkbox"/>	Become a member of USGBC.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0	
A4c		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Construct LEED or FGBC certified buildings or renovate for LEED BD+C or ID+C.	10	<input checked="" type="checkbox"/> 10	<input type="checkbox"/> 0	
A4d		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Employ green cleaning and maintenance procedures.	5	<input checked="" type="checkbox"/> 5	<input type="checkbox"/> 0	
A5	Dedicate personnel to green municipal process									
A5a					<input checked="" type="checkbox"/>	Maintain an office, person, or group to coordinate current and future green activities.	3	<input checked="" type="checkbox"/> 3	<input type="checkbox"/> 0	
A5b		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Implement an ISO 14001 Environmental Management System	5	<input checked="" type="checkbox"/> 5	<input type="checkbox"/> 0	

ADMINISTRATION

Administrative entities such as Boards of City or County Commissioners can effectively manage risks, assets, and budgets through conservation planning, enacting guiding policy, and educating staff members.

Energy & Air
Water
Waste
Health
Land Use
Emergencies

EA|W|H|LU|A

Credit Name

A6 Green local government buildings ordinance

A6a Adopt a green standard as official minimum criteria for new and renovated govt. buildings.

A6b Adopt green cleaning/maintenance practices available from DEP.

A6c Enact green landscaping ordinance for local government buildings.

A6d Utilize Renewable Energy on energy efficient local government buildings.

A7 Community education

A7a Budget for publicity / education related to the govt's commitment to green.

A8 Staff education

A8a Organize green building education for local government staff.

Lead by Example

Control

Education

Maximum Possible Points	Maximum Applicable Points	Credit Points Achieved
5	<input checked="" type="checkbox"/> 5	Certified
5	<input checked="" type="checkbox"/> 5	<input type="checkbox"/> 0
1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0
5	<input checked="" type="checkbox"/> 5	<input type="checkbox"/> 0
1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0
1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0

Maximum Possible Points Total **64**

Maximum Applicable Points Total **64**

Credit Points Achieved Total **0**

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Florida Green Building Coalition

Percent of Maximum Applicable Points Total **0 %**

AGRICULTURE AND EXTENSION SERVICE

These departments may better realize goals of water conservation within the community and effective community education.

Energy & Air
Water
Waste
Health
Land Use
Amenities

EA|W|W|H|LU|A

Credit Name

B1 Florida friendly government owned landscapes

B1a Certified Florida friendly landscapes within the city/county.

B2 Community incentives

B2a Offer free or discounted green products to the public.

B3 Promotion of organic farming

B3a Offer incentives to create organic farms, or sustainable/water efficient agriculture.

B4 Community education

B4a Offer green building or green local government education to the community.

B4b Provide green building or green local government education materials.

B4c Maintain active FY&N program or other home owner/builder/developer outreach program.

B4d Maintain an active student/teacher education program.

B5 Industry education

B5a Offer promotion and education of water conservation within the agricultural sector.

B5b Offer education on organic farming, permaculture and sustainable agriculture.

Maximum Possible Points	Maximum Applicable Points	Credit Points Achieved
10	10	0
6	6	0
5	5	0
1	1	0
1	1	0
1	1	0
1	1	0
1	1	0
1	1	0
1	1	0
1	1	0
1	1	0

Maximum Possible Points Total 27

Maximum Applicable Points Total 27

Credit Points Achieved Total 0

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Florida Green Building Coalition

Percent of Maximum Applicable Points Total 0 %

L Lead by Example
C Control
E Education

BUILDING AND DEVELOPMENT

These departments can benefit from utilizing green buildings as an indicator, and learning about how to foster adoption of green by the private sector for the benefit of the entire community.

Energy & Air
 Water
 Health
 Land Use
 Amenity

EA W W H L U J A Credit Name

	Maximum Possible Points	Maximum Applicable Points	Credit Points Achieved
C1			
Monitor and track green building within the city/county			
C1a	5	5	0
C1b	5	5	0
C2			
City/County green building program with incentives			
C2a	2	2	0
C2b	4	4	0
C2c	4	4	0
C2d	4	4	0
C3			
Preserve/enhance native habitat and natural resources			
C3a	5	5	0
C3b	1	1	0
C3c	1	1	0
C3d	1	1	0
C4			
Conserve water resources			
C4a	2	2	0
C4b	4	4	0
C4c	2	2	0
C4d	2	2	0
C5			
Staff education			
C5a	1	1	0
C6			
Industry education			
C6a	1	1	0
C6b	1	1	0
C6c	1	1	0
C7			
Community education			
C7a	1	1	0

Maximum Possible Points Total 47

Maximum Applicable Points Total 47

Credit Points Achieved Total 0

L Lead by Example
 C Control
 E Education

BUILDING AND DEVELOPMENT

These departments can benefit from utilizing green buildings as an indicator, and learning about how to foster adoption of green by the private sector for the benefit of the entire community.

Energy & Air
Waste
Health
Land Use
Amenities

[EAWH]LU[A] Credit Name

www.FloridaGreenBuilding.org
Florida Green Building Coalition

Maximum Possible Points	Maximum Applicable Points	Credit Points Achieved
		0 %

Percent of Maximum Applicable Points Total

ECONOMIC DEVELOPMENT AND TOURISM

These departments can learn about how green local government features can attract visitors and sustainable businesses to the community, as well as mean to preserve existing community features.

Energy & Air
Water
Waste
Health
Land Use
Amenities

EA|W|W|H|LU|A Credit Name

#	EA	W	W	H	LU	A	Credit Name	Maximum Possible Points	Maximum Applicable Points	Credit Points Achieved
D1							Green building to spur economic development			
D1a	L						Create an eco-tourism campaign.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0
D1b	L						Track amount of tourism that takes part in eco-related activities.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0
D2							Green building through historic preservation/downtown revitalization			
D2a	L	✓					Achieve Florida Main Street Designation or similar principles.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0
D3							Local business incentives			
D3a	C	✓	✓	✓			Incentives for location of green businesses within city/county.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0
D3b	C	✓	✓	✓			Offer special promotion for local eco-hotels.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0
D3c	E						Create or promote a green business certification program	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0
D4							Revitalize distressed areas			
D4a	C						Incentives for green redevelopment.	2	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 0
D5							Historic preservation			
D5a	C						Develop a historic preservation ordinance.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0
D5b	C						Develop funding mechanism to aid with historic preservation.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0

Maximum Possible Points Total **10**

Maximum Applicable Points Total **10**

Credit Points Achieved Total **0**

Percent of Maximum Applicable Points Total **0 %**

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L Lead by Example
C Control
E Education

EMERGENCY MANAGEMENT AND PUBLIC SAFETY

These departments can take steps to improve the environmental performance of in-house actions, as well as educate the community about the importance and benefits of disaster mitigation.

Energy & Air
Water
Waste
Health
Land Use
Amenities

#	EA	W	H	LU	A	Credit Name	Maximum Possible Points	Maximum Applicable Points	Credit Points Achieved
E1						Reduce green house gas emissions			
E1a	L	✓				Use of AFV and/or bicycle patrol for urban/neighborhood areas.	1	✓ 1	0
E1b	L	✓				Use renewable energy as backup / emergency power.	1	✓ 1	0
E2						Reduce solid and hazardous waste			
E2a	L	✓				Maintain green fleets.	3	✓ 3	0
E2b	L		✓			Firing ranges utilize non-lead bullets or trap and collect fragments.	1	✓ 1	0
E2c	L		✓			Minimize photo-processing waste.	1	✓ 1	0
E3						Conserve water			
E3a	L		✓			Fire departments review training operations and conserve water where appropriate.	1	✓ 1	0
E4						Enhance durability of built environment			
E4a	C		✓			Incentives for disaster mitigation.	1	✓ 1	0
E5						Community education			
E5a	E		✓			Offer mitigation audits to homes, businesses, and local government buildings.	1	✓ 1	0
E5b	E				✓	Create an education campaign for mitigation.	1	✓ 1	0
E6						Staff training			
E6a	E				✓	Police trained in crime prevention through environmental design.	1	✓ 1	0
E6b	E				✓	Public safety staff attend training on Healthy Street design.	1	✓ 1	0

L Lead by Example
C Control
E Education

Maximum Possible Points Total 13

Maximum Applicable Points Total 13

Credit Points Achieved Total 0

Percent of Maximum Applicable Points Total 0 %

ENERGY EFFICIENCY, CONSERVATION AND SUPPLY

Local energy utilities can learn about and implement green power, and also provide customers with options that allow them to learn about energy issues, conserve energy, and contribute to green power and waste reduction activities.

Energy & Air
 Water
 Health
 Land Use
 Address

[E][A][W][H][L][U][J] Credit Name

Maximum Possible Points	Maximum Applicable Points	Credit Points Achieved
F1 Reduce green house gas emissions		
1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0
F1a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F1b	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F1c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F1d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F2 Reduce waste		
F2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F2b	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F2c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F3 Incentives to reduce energy use		
F3a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F3b	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F3c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F3d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F3e	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F4 Community education		
F4a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F4b	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F4c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F4d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F4e	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F5 Staff education		
F5a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F5b	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 0

Maximum Possible Points Total **20**

Maximum Applicable Points Total **20**

Credit Points Achieved Total **0**

Lead by Example
 Control
 Education

ENERGY EFFICIENCY, CONSERVATION AND SUPPLY

Local energy utilities can learn about and implement green power, and also provide customers with options that allow them to learn about energy issues, conserve energy, and contribute to green power and waste reduction activities.

Energy & Air
 Water
 Health
 Land Use
 Awareness

Maximum Possible Points	Maximum Applicable Points	Credit Points Achieved
		0

Percent of Maximum Applicable Points Total 0 %

#

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HOUSING AND HUMAN SERVICES

These departments can learn about how to enhance the affordability of affordable housing through green building.

Energy & Air
Water
Waste
Health
Land Use
Amenities

EA|W|W|H|LU|A Credit Name

#	EA	W	W	H	LU	A	Credit Name	Maximum Possible Points	Maximum Applicable Points	Credit Points Achieved
G1							Provide green, affordable housing to the community	20	<input checked="" type="checkbox"/> 20	0
G1a	<input type="checkbox"/> L	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Construct/renovate green buildings.			
G2							Increase the affordability of affordable housing			
G2a	<input type="checkbox"/> C	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Affordable housing constructed by city/county and other parties mandated green.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0
G2b	<input type="checkbox"/> C	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Offer incentives for construction of green affordable housing.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0
G2c	<input type="checkbox"/> C	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Offer incentives for location efficient affordable housing.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0
G3							Improve current stock of affordable housing			
G3a	<input type="checkbox"/> C	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Remodeling of affordable housing mandated green.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0
G4							Community education			
G4a	<input type="checkbox"/> E	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Offer orientation classes for residents of affordable housing or refer to existing courses.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0
G5							Staff education			
G5a	<input type="checkbox"/> E	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Applicable staff complete CEU approved course in green building on a bi-annual basis.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0

Maximum Possible Points Total **26**

Maximum Applicable Points Total **26**

Credit Points Achieved Total **0**

Percent of Maximum Applicable Points Total **0 %**

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L Lead by Example
 C Control
 E Education

HUMAN RESOURCES

Human resources departments can engage local government staff in the green local government effort through education and incentives.

Energy & Air
Water
Waste
Health
Land Use
Amenities

EA|W|H|LU|A

Credit Name

H1 Reduce green house gas emissions.

H1a C Alternative commuting incentives for local government employees.

H2 Reduce solid and hazardous waste.

H2a C Provide reusable mug / water bottle to all employees.

H3 Staff education

H3a E New employee orientation includes general city/county commitment to environment.

H3b E Conduct or refer to special training on one or more green city/county programs.

Maximum Possible Points	Maximum Applicable Points	Credit Points Achieved
2	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 0
1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0
1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0
5	<input checked="" type="checkbox"/> 5	<input type="checkbox"/> 0

Maximum Possible Points Total **9**

Maximum Applicable Points Total **9**

Credit Points Achieved Total **0**

Percent of Maximum Applicable Points Total **0 %**

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Lead by Example
 Control
 Education

INFORMATION SERVICES

Through education of local government staff and the community via a number of mediums, this department can help achieve local government energy and waste reduction goals, while promoting the local government's commitment to the environment.

Energy & Air
 Water
 Health
 Land Use
 Awareness

#	EA	W	H	LU	A	Credit Name	Maximum Possible Points	Maximum Applicable Points	Credit Points Achieved
I1						Reduce solid and hazardous waste			
I1a	L		✓			Operate local government computer and equipment reuse center.	1	✓ 1	0
I1b	L		✓			Recycling of end-of-life electronic equipment.	1	✓ 1	0
I2						Conserve energy and resources through policy			
I2a	C	✓				Enact local government policy or system so all computer equipment is off when not in use.	1	✓ 1	0
I2b	C	✓				Enact policy so all computer electronic equipment purchased has conservation features.	1	✓ 1	0
I3						Community education			
I3a	E				✓	Operate website dedicated to green city/county program.	1	✓ 1	0
I3b	E				✓	Develop environmental education content for city/county websites, tv programs, etc.	1	✓ 1	0
I4						Staff education			
I4a	E	✓			✓	Conduct regular education on energy use/energy savings modes for in-house equipment.	1	✓ 1	0

L Lead by Example
 C Control
 E Education

Maximum Possible Points Total **7**

Maximum Applicable Points Total **7**

Credit Points Achieved Total **0**

Percent of Maximum Applicable Points Total **0 %**

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NATURAL RESOURCES MANAGEMENT / ENVIRONMENTAL PROTECTION

These departments can learn how to better achieve goals of resource conservation and wildlife protection through actions and education.

#	Energy & Air Water Waste Health Land Use Amenities					Credit Name	Maximum Possible Points	Maximum Applicable Points	Credit Points Achieved
	E	A	W	H	L				
J1						Preserve / enhance habitat			
J1a	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Become a designated Waterfronts Florida community.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0
J1b	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Become an Audubon Sustainable Community.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0
J1c	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Create an endangered lands conservation / purchasing program.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0
J1d	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Certify community under National Wildlife Federation Wildlife Habitat program.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0
J1e	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Develop & implement plans for species removal throughout public lands.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0
J2						Engage and learn from other similar departments			
J2a	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Become a member of FLERA.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0
J3						Minimize greenhouse gas emissions and preserve air quality			
J3a	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Offer local tax based or other AFV incentives.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0
J3b	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Enact automobile emissions regulations for vehicles registered in county.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0
J3c	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Reduce of emissions through retrofit of diesel vehicles	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0
J3d	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Enact open burning regulations.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0
J4						Preserve / enhance habitat			
J4a	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Coastal areas to enact sea turtle ordinance.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0
J4b	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Enact a manatee protection plan.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0
J4c	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Develop a boat facility siting plan.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0
J5						Conserve water			
J5a	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Enact car wash standards.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0
J5b	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Enact fountain / water feature standards.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0

NATURAL RESOURCES MANAGEMENT / ENVIRONMENTAL PROTECTION

These departments can learn how to better achieve goals of resource conservation and wildlife protection through actions and education.

Energy & Air
Water
Waste
Health
Land Use
Amenities

#

EA|W|W|H|LU|A

Credit Name

Community education

J6a	E				✓				✓
J6b	E	✓							✓
J6c	E							✓	
J6d	E		✓						✓

Pertinent local GIS and other data on city/county website.

Air quality index on website.

Results from water quality testing on website.

Operate an environmental demonstration / learning center.

L Lead by Example
C Control
E Education

Maximum Possible Points Total 19

Maximum Applicable Points Total 19

Credit Points Achieved Total 0

Percent of Maximum Applicable Points Total 0 %

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Maximum Possible Points	Maximum Applicable Points	Credit Points Achieved
1	✓ 1	<input type="checkbox"/> 0
1	✓ 1	<input type="checkbox"/> 0
1	✓ 1	<input type="checkbox"/> 0
1	✓ 1	<input type="checkbox"/> 0

PARKS AND RECREATION

This department can achieve environmental goals through greening of public amenities, and using the activity to educate the community as a whole.

Energy & Air
 Water
 Waste
 Health
 Land Use
 Amenities

#	E	A	W	H	L	U	A	Credit Name	Maximum Possible Points	Maximum Applicable Points	Credit Points Achieved
K1	Green public amenities										
K1a								Maintain organic community gardens.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0
K1b								Minimize chlorine in community swimming pools.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0
K1c								Install appropriate bicycle security at all public amenities.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0
K1d								Public golf courses are Audubon certified.	2	<input checked="" type="checkbox"/> 2	0
K1e								Apply Florida Friendly landscaping principles at public amenities & GI-BMP training.	4	<input checked="" type="checkbox"/> 4	0
K1f								Minimize heat effect/stormwater runoff of trees, highly reflective materials, or surface.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0
K1g								Public beaches adhere to Blue Wave Campaign criteria.	5	<input checked="" type="checkbox"/> 5	0
K1h								Implement recycling stations for plastic, glass, and aluminum containers at all areas.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0
K1i								Implement energy efficient lighting & controls for outdoor courts, parks, and playfields.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0
K2	Staff education										
K2a								Each staff member trained in an area related to their function on a bi-annual basis.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0
K3	Community education										
K3a								Place signs and/or brochures at green features of public amenities for their benefits.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0

L	Lead by Example	
C	Control	
E	Education	

Maximum Possible Points Total 19
Maximum Applicable Points Total 19
Credit Points Achieved Total 0
Percent of Maximum Applicable Points Total 0 %

PLANNING AND ZONING

Planning and Zoning departments can encourage alternative modes of transportation through tracking and implementing green design.

Energy & Air
 Water
 Waste
 Health
 Land Use
 Amenity

#	EA	W	H	LU	A	Credit Name	Maximum Possible Points	Maximum Applicable Points	Credit Points Achieved	
L1	Monitor and track green building within the city/county									
L1a						Develop a system of sustainable community indicators related to local govt. Planning.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0	
L1b						Link indicators to a GIS system.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0	
L1c						Assist other departments with the tracking of indicators related to their function.	5	<input checked="" type="checkbox"/> 5	0	
L2	Enhance pedestrian travel in a city & reduce green house gas									
L2a						Maintain a bicycle / pedestrian coordinator on staff.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0	
L2b						Implement FDOT "12 Steps Towards Walkable Communities" into planning process.	2	<input checked="" type="checkbox"/> 2	0	
L2c						Healthy street design is official local government policy.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0	
L3	Green building incorporated into city/county planning process									
L3a						Develop and maintain urban area boundaries.	4	<input checked="" type="checkbox"/> 4	0	
L3b						Encourage mixed-use zoning / development.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0	
L3c						Maintain or reduce net impervious surface area through zoning decisions.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0	
L4	Staff education									
L4a						Organize green building seminars and/or training sessions for staff and elected officials.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0	

Maximum Possible Points Total **18**

Maximum Applicable Points Total **18**

Credit Points Achieved Total **0**

Percent of Maximum Applicable Points Total **0 %**

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Lead by Example
 Control
 Education

PORTS, MARINAS AND BOAT LAUNCHES

Ports and marinas can learn about their role in protecting recreational waters, and encourage citizens to take part.

#	Energy & Air				Water				Waste				Land Use				Amberess																
	E	A	W	H	L	U	A	E	A	W	H	L	U	A	E	A	W	H	L	U	A	E	A	W	H	L	U	A					
M1	Preserve aquatic habitat																																
M1a	L	✓	✓	✓	✓			✓				✓			✓			✓			✓			✓			✓			1	✓	1	0
M1b	L																										1	✓	1	0			
M2	Preserve aquatic habitat																																
M2a	C	✓	✓	✓	✓			✓				✓			✓			✓			✓			✓			1	✓	1	0			
M3	Boater education																																
M3a	E																										1	✓	1	0			

Maximum Possible Points Total 4
 Maximum Applicable Points Total 4

Credit Points Achieved Total 0

Percent of Maximum Applicable Points Total 0 %

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L Lead by Example
 C Control
 E Education

PROPERTY APPRAISER / TAX COLLECTOR

Green building can be encouraged through incentives, and indicators should be developed to track participation.

Energy & Air
Water
Waste
Health
Land Use
Amenity

EA|W|H|L|U|A Credit Name

#	EA	W	H	L	U	A	Credit Name	Maximum Possible Points	Maximum Applicable Points	Credit Points Achieved
N1							Monitor and track green buildings	2	✓ 2	0
N1a	L					✓	Include green features / ratings of homes in database.			
N2							Incentives for green building	2	✓ 2	0
N2a	C	✓	✓	✓	✓		Tax incentives for certified green properties.			
N2b	C		✓			✓	Tax incentives for lands qualifying as historic, high water recharge, greenbelt, etc.		✓ 2	0
N3							Industry education	1	✓ 1	0
N3a	E					✓	Green education to local lending / real estate industry.			

Maximum Possible Points Total 7

Maximum Applicable Points Total 7

Credit Points Achieved Total 0

Percent of Maximum Applicable Points Total 0 %

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Florida Green Building Coalition

L Lead by Example
C Control
E Education

PUBLIC TRANSPORTATION

Public transportation departments can help achieve environmental goals through green fleet management, and encourage ridership by analyzing routes.

Energy & Air
Water
Waste
Health
Land Use
Amenities

EA W W H L U J A Credit Name

#	EA	W	W	H	L	U	J	A	Credit Name	Maximum Possible Points	Maximum Applicable Points	Credit Points Achieved
O1									Reduce green house gas emissions			
O1a	L	✓							Utilize alternative fuels for fleet.	2	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 0
O1b	L	✓							Institute a bike sharing program.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0
O1c	L	✓							Make amends for vehicles to accommodate bicycles.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0
O1d	L	✓							Engage in carpool or vanpool assistance, or provide a park and ride express bus.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0
O1e	L	✓							Implement and enforce carpool or express bus lanes and provide an express bus to the suburbs.	2	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 0
O2									Analyze transportation routes			
O2a	L								Analyze transportation routes and improve connectivity to bicycle & pedestrian network.	2	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 0
O3									Reduce solid and hazardous waste			
O3a	L	✓	✓	✓					Operate a green fleet.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0
O4									Community education			
O4a	E	✓							Provide public transportation route searching via the internet.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0
O4b	E								Provide information about alternative commuting on website.	1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0

L Lead by Example
 C Control
 E Education

Maximum Possible Points Total 12

Maximum Applicable Points Total 12

Credit Points Achieved Total 0

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Percent of Maximum Applicable Points Total 0 %

PUBLIC WORKS AND ENGINEERING

Public works, engineering, and storwater departments can achieve multiple environmental goals by greening in-house actions, and also outreach to other local government departments, as well as the community at large, to transfer knowledge.

Energy & Air
Water
Waste
Health
Land Use
Amenities

#	EA	W	H	I	L	U	J	A	Credit Name	Maximum Possible Points	Maximum Applicable Points	Credit Points Achieved
P1									Minimize solid & hazardous waste through recycling & reuse			
P1a	L		✓						Develop a construction project waste management/recycling plan.	3	✓ 3	0
P1b	L		✓						Operate a local government material/chemical reuse/redistribution center.	1	✓ 1	0
P1c	L		✓						Operate a community tool lending library.	1	✓ 1	0
P1d	L	✓	✓	✓	✓				Maintain a green fleet program for department or entire local government.	4	✓ 4	0
P1e	L		✓						Utilize integrated pest management.	1	✓ 1	0
P2									Minimize green house gas emissions			
P2a	L	✓							Operate local government alternative fueling station.	1	✓ 1	0
P2b	L	✓		✓					Earn waste reduction credit through the production of clean-burning fuels.	1	✓ 1	0
P3									Minimize local government energy use			
P3a	L	✓							Use LED traffic lights.	1	✓ 1	0
P3b	L	✓							Utilize solar or other energy efficient streetlights and/or crosswalk lights.	2	2	0
P4									Enhance storm water control and water conservation			
P4a	L		✓						Street sweeping.	1	✓ 1	0
P4b	L		✓						Routine maintenance plan for maintenance of storm sewers.	1	✓ 1	0
P4c	L		✓						Employ green landscaping procedures for local government facilities.	1	✓ 1	0
P5									Preserve/enhance street tree coverage			
P5a	L		✓		✓				Become a Tree City USA.	1	✓ 1	0
P6									Reward innovation			
P6a	C							✓	Develop a reward program for employee environmental innovation in public works.	1	✓ 1	0
P7									Staff education			
P7a	E							✓	Offer green fleet management training to all applicable departments.	1	✓ 1	0
P7b	E							✓	Train and certify select staff as certified arborists.	1	✓ 1	0
P8									Community Education			
P8a	E		✓					✓	Community stormwater education campaign.	1	✓ 1	0

L Lead by Example
C Control
E Education

Maximum Possible Points Total **23**
Maximum Applicable Points Total **23**
Credit Points Achieved Total **0**
Percent of Maximum Applicable Points Total **0 %**

SCHOOL BOARD

School systems can implement green concepts into buildings, land, and vehicles, while at the same time educating students.

Energy & Air
Water
Waste
Health
Land Use
Amenities

#	EA	W	H	L	U	J	A	Credit Name	Maximum Possible Points	Maximum Applicable Points	Credit Points Achieved
Q1								Reduce green house gas			
Q1a	L	✓						Utilize alternative fuel for school busses.	2	✓ 2	0
Q1b	L	✓						Monitor and track building energy usage in the school district.	2	✓ 2	0
Q1c	L		✓					Maintain a Recycling program.	1	✓ 1	0
Q2								Preserve / enhance habitat			
Q2a	L		✓					School grounds certified and maintained by environmental program.	5	✓ 5	0
Q3								Reduce solid waste			
Q3a	L	✓	✓	✓				School system utilizes a pollution prevention / EPP program.	1	✓ 1	0
Q3b	L			✓				School equipment reuse program / swap shop.	1	✓ 1	0
Q3c	L	✓	✓	✓				Operate and maintain a green fleet program.	1	✓ 1	0
Q4								Construct and maintain green buildings			
Q4a	L	✓	✓	✓				Green operation and maintenance of buildings.	1	✓ 1	0
Q4b	L	✓	✓	✓				Construct / renovate green schools.	10	✓ 10	0
Q5								Green building becomes official policy			
Q5a	C	✓	✓	✓	✓			Mandates for green buildings / green cleaning and maintenance.	4	✓ 4	0
Q6								Student education			
Q6a	E						✓	Involve students in green projects within the school.	2	✓ 2	0
Q6b	E						✓	Involve students in green projects outside the school.	2	✓ 2	0
Q7								Staff education			
Q7a	E						✓	Incentives for environmental training of teachers over the summer.	2	✓ 2	0
Q7b	E						✓	Establish a committee and conduct workshops.	2	✓ 2	0

L Lead by Example
C Control
E Education

Maximum Possible Points Total 36

Maximum Applicable Points Total 36

Credit Points Achieved Total 0

SOLID WASTE

Solid waste departments can engage in a number of activities to divert material from landfills.

#	Energy & Air				Water				Health				Land Use				Credit Name	Maximum Possible Points	Maximum Applicable Points	Credit Points Achieved	
	E	A	W	H	L	U	A	W	H	L	U	A	E	A	W	H					
R1	Reduce local government solid waste																				
R1a																		✓	1	1	0
R1b																		✓	1	1	0
R1c																		✓	1	1	0
R1d																		✓	1	1	0
R1e																		✓	1	1	0
R1f																		✓	1	1	0
R1g																		✓	1	1	0
R2	Monitor and track green building																				
R2a																		✓	1	1	0
R2b																		✓	2	2	0
R2c																		✓	5	5	0
R2d																		✓	1	1	0
R3	Preserve / Enhance habitat																				
R3a																		✓	1	1	0
R4	Local business incentives / regulations																				
R4a																		✓	1	1	0
R4b																		✓	1	1	0
R4c																		✓	2	2	0
R4d																		✓	1	1	0
R5	Minimize solid waste generation																				
R5a																		✓	1	1	0
R5b																		✓	1	1	0
R5c																		✓	1	1	0
R5d																		✓	1	1	0

SOLID WASTE

Solid waste departments can engage in a number of activities to divert material from landfills.

Energy & Air
Water
Health
Land Use
Awareness

#	E	A	W	W	H	L	U	A	Credit Name
R5e	L			✓					Develop a program of yellow and/or brown grease recycling.
R6									Community education
R6a	E			✓					Teach EPP, recycling and waste reduction strategies to local businesses.
R6b	E			✓					Develop education program for solid waste management.
R6c	E			✓					Offer educational materials to increase recycling program participation.
R7									Staff education
R7a	E								Conduct a customer waste survey.

L Lead by Example
C Control
E Education

Maximum Possible Points	Maximum Applicable Points	Credit Points Achieved
2	✓ 2	0
1	✓ 1	0
1	✓ 1	0
2	✓ 2	0
1	✓ 1	0

Maximum Possible Points Total **33**

Maximum Applicable Points Total **33**

Credit Points Achieved Total **0**

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Percent of Maximum Applicable Points Total **0 %**

WATER AND WASTEWATER

Water and wastewater utilities can achieve local government environmental goals through plant operation, and though innovative means to inform the public about their water use.

Energy & Air
Water
Waste
Land Use
Aesthetics

EA|W|H|I|U|A Credit Name

S1 Plant operations aimed at environmental performance

S1a	L	✓			✓	2	✓	2	0
S1b	L	✓				2	✓	2	0
S1c	L	✓				2	✓	2	0

S2 Reduce energy use

S2a	L	✓				1	✓	1	0
S2b	L	✓				1	✓	1	0

S3 Reduce solid and hazardous waste

S3a	L		✓			1	✓	1	0
-----	---	--	---	--	--	---	---	---	---

S4 Reduce water use

S4a	C	✓			✓	1	✓	1	0
S4b	C	✓				1	✓	1	0
S4c	C	✓			✓	1	✓	1	0
S4d	C	✓				1	✓	1	0
S4e	C	✓			✓	1	✓	1	0
S4f	C	✓				1	✓	1	0

S5 Community education

S5a	E	✓			✓	1	✓	1	0
S5b	E				✓	1	✓	1	0
S5c	E				✓	2	✓	2	0
S5d	E	✓			✓	1	✓	1	0
S5e	E	✓			✓	1	✓	1	0
S5f	E	✓			✓	1	✓	1	0
S5g	E	✓			✓	1	✓	1	0

L Lead by Example
C Control
E Education

Maximum Possible Points Total 23

Maximum Applicable Points Total 23

Credit Points Achieved Total 0

Percent of Maximum Applicable Points Total 0 %

INNOVATION CREDITS

The FGBC Green Local Government Standard is fairly comprehensive, but sometimes there are environmental goals and accomplishments that are not yet recognized within the standard. You may note those credits below and your evaluator will try to first find a place for it within the standard and award credit as

Energy & Air
Water
Waste
Health
Land Use
Sustainability

EA|W|H|LU|A Credit Name

Innovation Credits

List your submitted credit here. Please also submit backup documentation and justification

IV1									
IV2									
IV3									
IV4									
IV5									

Maximum Possible Points	Maximum Applicable Points	Credit Points Achieved
0	<input type="text" value="0"/>	<input type="text" value="0"/>
0	<input type="text" value="0"/>	<input type="text" value="0"/>
0	<input type="text" value="0"/>	<input type="text" value="0"/>
0	<input type="text" value="0"/>	<input type="text" value="0"/>
0	<input type="text" value="0"/>	<input type="text" value="0"/>

Maximum Possible Points Total 0

Maximum Applicable Points Total 0

Credit Points Achieved Total 0

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Florida Green Building Coalition

Percent of Maximum Applicable Points Total ###%

- L Lead by Example
- C Control
- E Education

FLEET MANAGEMENT & VEHICLE MAINTENANCE

This checklist can assist in tracking the requirements for credits E2a, O3a, P1d and Q3c. Please refer to the [EGBC Green Fleet Management & Vehicle Maintenance Module](#)

Energy & Air
Water
Waste
Land Use
Hazardous

#	C	E	A	W	H	I	L	O	J	A	Credit Name	Maximum Possible Points	Maximum Applicable Points	Credit Points Achieved
											C. Segregate, label, and store fluids properly			
1	L	✓									Segregate Fluids	1	2/1	0/0
2	L	✓									Use proper signs and labels	1	2/1	0/0
3	L	✓									Store inside secondary containment	1	2/1	0/0
4	L	✓									Seal or berm adjacent floor drains	1	2/1	0/0
5	L	✓									Use a funnel	1	2/1	0/0
6	L	✓									Keep the funnel, lid or bung closed	1	2/1	0/0
7	L	✓									Inspect for leaks	1	2/1	0/0
8	L	✓									Maintain current Material Safety Data Sheets (MSDS)	1	2/1	0/0
9	L	✓									Contract reliable haulers and maintain disposal receipts and records	1	2/1	0/0
10	L	✓									Plan and prepare for spills and other emergencies	1	2/1	0/0
											D. Reduce solvents and parts cleaning waste			
1	L	✓									Reduce the number of parts washers	1	2/1	0/0
2	L	✓									Switch to more environmentally friendly solvents	1	2/1	0/0
3	L	✓									Manage inventory of spray cans and other secondary solvent sources	1	2/1	0/0
4	L	✓									Implement solvent reduction practices	1	2/1	0/0
5	L	✓									Store solvents and solvent waste safely	1	2/1	0/0
6	L	✓									Wear gloves and other recommended PPE	1	2/1	0/0
											E. Reduce/Recycle Waste Oil and Filters			
1	L	✓									Reduce the quantity of used oil and used oil filters	1	2/1	0/0
2	L	✓									Select and purchase environmentally friendly products	1	2/1	0/0
3	L	✓									Safely collect, segregate, and store used oil and used oil filters	1	2/1	0/0
4	L	✓									Recycle used oil and used oil filters	1	2/1	0/0
											F. Batteries			
1	C	✓									Rotate battery stock on a First-In, First Out basis (FIFO)	1	2/1	0/0
2	L	✓									Extend battery life	1	2/1	0/0
3	L	✓									Collect, segregate, and store batteries safely	1	2/1	0/0
4	L	✓									Recycle batteries	1	2/1	0/0
											G. Radiators and Coolant/Antifreeze			
1	E	✓									Outsource to a specialist	1	2/1	0/0
2	E	✓									Decrease need for coolant/antifreeze replenishment and replacement	1	2/1	0/0
3	C	✓									Select and purchase environmentally friendly products	1	2/1	0/0
4	L	✓									Collect, segregate, and store coolant safely	1	2/1	0/0
5	L	✓									Recycle coolant/antifreeze	1	2/1	0/0
											H. Wheels and Tires			
1	E	✓									Reduce tire tread and wear	1	2/1	0/0
2	E	✓									Retread / Recap tires	1	2/1	0/0
3	E	✓									Reuse / recycle wheel balancing weights	1	2/1	0/0
4	E	✓									Collect and store tires properly	1	2/1	0/0
											I. Vehicle Washing			
1	E	✓									Contain and collect vehicle washwater	1	2/1	0/0
2	E	✓									Use the minimal volume of water possible	1	2/1	0/0
3	E	✓									Use the minimal cleaning agent practical	1	2/1	0/0

FLEET MANAGEMENT & VEHICLE MAINTENANCE

This checklist can assist in tracking the requirements for credits E2a, O3a, P1d and Q3c. Please refer to the [FGBC Green Fleet Management & Vehicle Maintenance Module](#)

#	Energy & Water										Maximum Possible Points	Maximum Applicable Points	Credit Points Achieved	
	E	A	W	H	L	O	J	A						
4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1	<input checked="" type="checkbox"/>	1	<input type="checkbox"/>
J. Body Repair and Painting														
1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1	<input checked="" type="checkbox"/>	1	<input type="checkbox"/>
2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1	<input checked="" type="checkbox"/>	1	<input type="checkbox"/>
3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1	<input checked="" type="checkbox"/>	1	<input type="checkbox"/>
4	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1	<input checked="" type="checkbox"/>	1	<input type="checkbox"/>
5	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1	<input checked="" type="checkbox"/>	1	<input type="checkbox"/>
6	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1	<input checked="" type="checkbox"/>	1	<input type="checkbox"/>
7	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1	<input checked="" type="checkbox"/>	1	<input type="checkbox"/>
K. Fueling Stations														
1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1	<input checked="" type="checkbox"/>	1	<input type="checkbox"/>
2	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1	<input checked="" type="checkbox"/>	1	<input type="checkbox"/>
3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1	<input checked="" type="checkbox"/>	1	<input type="checkbox"/>
4	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1	<input checked="" type="checkbox"/>	1	<input type="checkbox"/>
5	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1	<input checked="" type="checkbox"/>	1	<input type="checkbox"/>
6	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1	<input checked="" type="checkbox"/>	1	<input type="checkbox"/>
7	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1	<input checked="" type="checkbox"/>	1	<input type="checkbox"/>
8	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1	<input checked="" type="checkbox"/>	1	<input type="checkbox"/>
L. General Housekeeping Best Management Practices														
1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1	<input checked="" type="checkbox"/>	1	<input type="checkbox"/>
2	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1	<input checked="" type="checkbox"/>	1	<input type="checkbox"/>
3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1	<input checked="" type="checkbox"/>	1	<input type="checkbox"/>
4	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1	<input checked="" type="checkbox"/>	1	<input type="checkbox"/>
5	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1	<input checked="" type="checkbox"/>	1	<input type="checkbox"/>
6	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1	<input checked="" type="checkbox"/>	1	<input type="checkbox"/>
7	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1	<input checked="" type="checkbox"/>	1	<input type="checkbox"/>
8	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1	<input checked="" type="checkbox"/>	1	<input type="checkbox"/>
M. Refrigerant Recovery														
1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1	<input checked="" type="checkbox"/>	1	<input type="checkbox"/>
2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1	<input checked="" type="checkbox"/>	1	<input type="checkbox"/>
3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1	<input checked="" type="checkbox"/>	1	<input type="checkbox"/>

Please review the [FGBC Green Fleet Management & Vehicle Maintenance Module](#) for greater detail and other sections on optimizing vehicle usage, controls and incentives, and employee, manager and public education. The points and applicable points below are not calculated in your final score, but are created to help calculate the score for credits E2a, O3a, P1d and Q3c.

<input type="checkbox"/> Lead by Example	Maximum Possible Points Total	63
<input type="checkbox"/> Control	Maximum Applicable Points Total	63
<input type="checkbox"/> Education	Credit Points Achieved Total	0
	Percent of Maximum Applicable Points Total	0 %



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Florida Green Local Government Standard Filter Tool

Use this sheet to create custom reports to facilitate tracking of progress or distribution of criteria lists to individuals or departments.

Energy & Air
Water
Waste
Health
Land Use
Emergencies

#	E	A	W	I	H	L	U	J	A	Credit Name	MPP	MAP	CPA
A1a										Write or re-write mission statement to include environmental commitment.	2	✓ 2	0
A1b										Incorporate the mission statement into the local government's comprehensive plan.	3	✓ 3	0
A2a	✓									Monitor and track local government energy use.	1	✓ 1	0
A2b	✓									Develop a local government energy reduction plan.	1	✓ 1	0
A2c		✓								Monitor and track local government water use.	1	✓ 1	0
A2d		✓								Develop a local government water reduction plan.	1	✓ 1	0
A2e			✓							Monitor and track local government solid waste generation/ recycling rates.	1	✓ 1	0
A2f			✓							Develop a local government solid/hazardous waste reduction plan.	1	✓ 1	0
A2g			✓	✓						Develop an EPP program for the local government.	1	✓ 1	0
A2h			✓	✓						Encourage EPP program implementation.	5	✓ 5	0
A3a	✓									Participate in Cities for Climate Protection Campaign.	1	✓ 1	0
A3b	✓									Alternative Fuel Vehicle purchase.	3	✓ 3	0
A4a										Become a member of FGBC.	1	✓ 1	0
A4b										Become a member of USGBC.	1	✓ 1	0
A4c	✓	✓	✓	✓						Construct LEED or FGBC certified buildings or renovate for LEED EB or CI.	10	✓ 10	0
A4d	✓	✓	✓	✓						Employ green cleaning and maintenance procedures.	5	✓ 5	0
A5a										Maintain an office, person, or group to coordinate current and future green activities.	3	✓ 3	0
A5b	✓	✓	✓	✓						Implement an ISO 14001 Environmental Management System.	5	✓ 5	0
A6a	✓	✓	✓	✓						Adopt a green standard as official minimum criteria for new and renovated govt. buildings.	5	✓ 5	0
A6b	✓	✓	✓	✓						Adopt green cleaning/maintenance practices available from DEP.	5	✓ 5	0
A6c	✓									Enact green landscaping ordinance for local government buildings.	1	✓ 1	0
A6d	✓									Utilize Renewable Energy on energy efficient local government buildings.	5	✓ 5	0
A7a										Budget for publicity / education related to the govt's commitment to green.	1	✓ 1	0
A8a										Organize green building education for local government staff.	1	✓ 1	0
B1a		✓								Certified Florida friendly landscapes within the city/county.	10	✓ 10	0
B2a	✓	✓	✓	✓						Offer free or discounted green products to the public.	6	✓ 6	0
B3a	✓			✓						Offer incentives to create organic farms, or sustainable/water efficient agriculture.	5	✓ 5	0
B4a	✓	✓	✓	✓						Offer green building or green local government education to the community.	1	✓ 1	0
B4b	✓	✓	✓	✓						Provide green building or green local government education materials.	1	✓ 1	0
B4c	✓									Maintain active FY&N program or other home owner/builder/developer outreach program.	1	✓ 1	0
B4d	✓									Maintain an active student/teacher education program.	1	✓ 1	0
B5a	✓									Offer promotion and education of water conservation within the agricultural sector.	1	✓ 1	0
B5b	✓			✓						Offer education on organic farming, permaculture and sustainable agriculture.	1	✓ 1	0
C1a	✓									Create and maintain an electronic database of all building energy code compliance.	5	✓ 5	0

Florida Green Local Government Standard Filter Tool

Use this sheet to create custom reports to facilitate tracking of progress or distribution of criteria lists to individuals or departments.

Energy & Air
Water
Waste
Health
Land Use
Emergencies

#	E	A	W	H	L	U	J	A	Credit Name	MPP	MAP	CPA	
C1b									✓ Create and maintain an electronic database of all green and energy ratings.	5	✓	5	0
C2a									✓ Adopt FGBC or LEED green standards as official green standards of the city/county.	2	✓	2	0
C2b	✓								Offer an incentive(s) for FGBC or LEED certified commercial and institutional buildings.	4	✓	4	0
C2c	✓								Offer an incentive(s) for FGBC or Energy Star certified green homes.	4	✓	4	0
C2d	✓								Offer an incentive(s) for FGBC certified green developments.	4	✓	4	0
C3a									Require mitigation for consumption of natural habitat or resources.	5	✓	5	0
C3b									Enact and enforce a tree preservation or land-clearing ordinance.	1	✓	1	0
C3c	✓								Regulate impervious parking surfaces.	1	✓	1	0
C3d									Enact a septic system replacement ordinance.	1	✓	1	0
C4a									Enact and enforce a Florida Friendly rain sensor ordinance for all irrigation systems.	2	✓	2	0
C4b									Enact and enforce a Florida Friendly landscaping ordinance for new construction.	4	✓	4	0
C4c									Enact new construction plumbing standards more stringent than EPAAct 1992 referencing EPA	2	✓	2	0
C4d									Enact a retrofit ordinance upon water hookup or resale for landscaping and indoor water fixture	2	✓	2	0
C5a									✓ Require key staff to complete approved course in green building on a bi-annual basis.	1	✓	1	0
C6a									✓ Offer classes to industry that detail any green incentives or regulations present.	1	✓	1	0
C6b									✓ Offer incentives for local professionals to attend green building classes offered by others.	1	✓	1	0
C6c									✓ Conduct a green building awards program.	1	✓	1	0
C7a									✓ Publicity and case studies for green building.	1	✓	1	0
D1a									✓ Team with tourism department on eco-tourism campaign.	1	✓	1	0
D1b									✓ Track amount of tourism that takes part in eco-related activities.	1	✓	1	0
D2a									✓ Achieve Florida Main Street Designation.	1	✓	1	0
D3a									✓ Incentives for location of green businesses within city/county.	1	✓	1	0
D3b									✓ Offer special promotion for local eco-hotels.	1	✓	1	0
D3c									✓ Create or promote a green business certification program	1	✓	1	0
D4a									✓ Incentives for green redevelopment.	2	✓	2	0
D5a									✓ Develop a historic preservation ordinance.	1	✓	1	0
D5b									✓ Develop funding mechanism to aid with historic preservation.	1	✓	1	0
E1a									✓ Use of AFV and/or bicycle patrol for urban/neighborhood areas.	1	✓	1	0
E1b									✓ Use renewable energy as backup / emergency power.	1	✓	1	0
E2a									✓ Maintain green fleets.	3	✓	3	0
E2b									✓ Firing ranges utilize non-lead bullets or trap and collect fragments.	1	✓	1	0
E2c									✓ Minimize photo-processing waste.	1	✓	1	0
E3a									✓ Fire departments review training operations and conserve water where appropriate.	1	✓	1	0
E4a									✓ Incentives for disaster mitigation.	1	✓	1	0

Florida Green Local Government Standard Filter Tool

Use this sheet to create custom reports to facilitate tracking of progress or distribution of criteria lists to individuals or departments.

Energy & Air
Water
Waste
Health
Land Use
Emergencies

#	E	A	W	I	H	L	U	J	A	Credit Name	MPP	MAP	CPA
E5a										Offer mitigation audits to homes, businesses, and local government buildings.	1	✓ 1	0
E5b										Create an education campaign for mitigation.	1	✓ 1	0
E6a										Police trained in crime prevention through environmental design.	1	✓ 1	0
E6b										Public safety staff attend training on Healthy Street design.	1	✓ 1	0
F1a	✓									Offer green power.	1	✓ 1	0
F1b										Certify renewable electricity products under Center for Resource Solutions.	1	✓ 1	0
F1c										Voluntary funding of green power through customer billing.	1	✓ 1	0
F1d										Become an Energy Star ally.	1	✓ 1	0
F2a										Actively promote fly ash / blast furnace slag source.	1	✓ 1	0
F2b										Utilize recycled billing envelopes.	1	✓ 1	0
F2c										Enable customers to make online bill payments.	1	✓ 1	0
F3a	✓									Offer distributed generation incentives.	1	✓ 1	0
F3b	✓									Offer energy audits.	1	✓ 1	0
F3c	✓									Commercial building incentives.	1	✓ 1	0
F3d	✓									Residential building incentives.	1	✓ 1	0
F3e	✓									Rate structures based on consumption.	1	✓ 1	0
F4a										Informative billing.	1	✓ 1	0
F4b										Take part in any speakers bureau or sponsor workshops.	1	✓ 1	0
F4c										Emissions info posted on website.	1	✓ 1	0
F4d										Enable customers to track and analyze their usage via the internet.	1	✓ 1	0
F4e	✓									Initiate a community wide energy efficiency challenge	2	✓ 2	0
F5a										Send appropriate staff for training related to distributed generation.	1	✓ 1	0
F5b										Send appropriate staff for energy audit training.	1	✓ 1	0
G1a	✓	✓	✓							Construct/renovate green buildings	20	✓ 20	0
G2a	✓	✓	✓							Affordable housing constructed by city/county and other parties mandated green.	1	✓ 1	0
G2b	✓	✓	✓	✓						Offer incentives for construction of green affordable housing.	1	✓ 1	0
G2c	✓		✓	✓						Offer incentives for location efficient affordable housing.	1	✓ 1	0
G3a	✓	✓	✓							Remodeling of affordable housing mandated green.	1	✓ 1	0
G4a	✓	✓	✓	✓						Offer orientation classes for residents of affordable housing or refer to existing courses.	1	✓ 1	0
G5a										Applicable staff complete CEU approved course in green building on a bi-annual basis.	1	✓ 1	0
H1a	✓									Alternative commuting incentives for local government employees.	2	✓ 2	0
H2a	✓									Provide reusable mug / water bottle to all employees.	1	✓ 1	0
H3a										New employee orientation includes general city/county commitment to environment.	1	✓ 1	0
H3b										Conduct or refer to special training on one or more green city/county programs.	5	✓ 5	0

Florida Green Local Government Standard Filter Tool

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Energy & Air
Water
Waste
Health
Land Use
Amenities

#	E	A	W	H	L	U	J	A	Credit Name	MPP	MAP	CPA
I1a									Operate local government computer and equipment reuse center	1	✓ 1	0
I1b									Recycling of end-of-life electronic equipment	1	✓ 1	0
I2a	✓								Enact local government policy so all computer/ancillary equipment is off when not in use	1	✓ 1	0
I2b	✓								Enact policy so all computer electronic equipment purchased has conservation features	1	✓ 1	0
I3a									Operate website dedicated to green city/county program	1	✓ 1	0
I3b									Develop environmental education content for city/county websites, tv programs, etc.	1	✓ 1	0
I4a	✓								Conduct regular education on energy use/energy savings modes for in-house equipment	1	✓ 1	0
J1a									Become a designated Waterfronts Florida community	1	✓ 1	0
J1b									Become an Audubon Sustainable Community	1	✓ 1	0
J1c									Create an endangered lands conservation / purchasing program	1	✓ 1	0
J1d									Certify community under National Wildlife Federation Wildlife Habitat program	1	✓ 1	0
J1e									Develop & implement plans for species removal throughout public lands	1	✓ 1	0
J2a									Become a member of FLERA	1	✓ 1	0
J3a	✓								Offer local tax based or other AFV incentives	1	✓ 1	0
J3b	✓								Enact automobile emissions regulations for vehicles registered in county	1	✓ 1	0
J3c	✓								Reduce of emissions through retrofit of diesel vehicles	1	✓ 1	0
J3d	✓								Enact open burning regulations	1	✓ 1	0
J4a									Coastal areas to enact sea turtle ordinance	1	✓ 1	0
J4b									Enact a manatee protection plan	1	✓ 1	0
J4c									Develop a boat facility siting plan	1	✓ 1	0
J5a									Enact car wash standards	1	✓ 1	0
J5b									Enact fountain / water feature standards	1	✓ 1	0
J6a									Pertinent local GIS and other data on city/county website	1	✓ 1	0
J6b	✓								Air quality index on website	1	✓ 1	0
J6c									Results from water quality testing on website	1	✓ 1	0
J6d									Operate an environmental demonstration / learning center	1	✓ 1	0
K1a									Maintain organic community gardens	1	✓ 1	0
K1b									Minimize chlorine in community swimming pools	1	✓ 1	0
K1c									Install appropriate bicycle security at all public amenities	1	✓ 1	0
K1d									Public golf courses are Audubon certified	2	✓ 2	0
K1e									Apply Florida Friendly landscaping principles at public amenities & GI-BMP training.	4	✓ 4	0
K1f									Minimize heat effect/stormwater runoff of trees, highly reflective materials, or surface	1	✓ 1	0
K1g									Public beaches adhere to Blue Wave Campaign criteria	5	✓ 5	0
K1h									Implement recycling stations for plastic, glass, and aluminum containers at all areas	1	✓ 1	0

Florida Green Local Government Standard Filter Tool

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Energy & Air
Water
Waste
Health
Land Use
Amenities

#	E	A	W	I	H	L	U	J	A	Credit Name	MPP	MAP	CPA
K1i	✓									Implement energy efficient lighting & controls for outdoor courts, parks, and playfields	1	✓ 1	0
K2a									✓	Each staff member trained in an area related to their function on a bi-annual basis	1	✓ 1	0
K3a									✓	Place signs and/or brochures at green features of public amenities for their benefits	1	✓ 1	0
L1a									✓	Develop a system of sustainable community indicators related to local govt. planning	1	✓ 1	0
L1b									✓	Link indicators to a GIS system	1	✓ 1	0
L1c									✓	Assist other departments with the tracking of indicators related to their function	5	✓ 5	0
L2a									✓	Maintain a bicycle / pedestrian coordinator on staff	1	✓ 1	0
L2b									✓	Implement FDOT "12 Steps Towards Walkable Communities" into planning process	2	✓ 2	0
L2c									✓	Healthy street design is official local government policy	1	✓ 1	0
L3a									✓	Develop and maintain urban area boundaries	4	✓ 4	0
L3b									✓	Encourage mixed-use zoning / development	1	✓ 1	0
L3c									✓	Maintain or reduce net impervious surface area through zoning decisions	1	✓ 1	0
L4a									✓	Organize green building seminars and/or training sessions for staff and elected officials	1	✓ 1	0
M1a									✓	Take part in Florida Clean Marina program	1	✓ 1	0
M1b									✓	Implement advanced stormwater controls and waterfront considerations	1	✓ 1	0
M2a									✓	Offer low pollution engine incentives	1	✓ 1	0
M3a									✓	Host boater education classes	1	✓ 1	0
N1a									✓	Include green features / ratings of homes in database	2	✓ 2	0
N2a									✓	Tax incentives for certified green properties	2	✓ 2	0
N2b									✓	Tax incentives for lands qualifying as historic, high water recharge, greenbelt, etc.	2	✓ 2	0
N3a									✓	Green education to local lending / real estate industry	1	✓ 1	0
O1a									✓	Utilize alternative fuels for fleet	2	✓ 2	0
O1b									✓	Institute a bicycle commuter assistance program	1	✓ 1	0
O1c									✓	Make amends for vehicles to accommodate bicycles	1	✓ 1	0
O1d									✓	Engage in carpool/vanpool assistance	1	✓ 1	0
O1e									✓	Implement and enforce carpool or express bus lanes and provide an express bus to the suburb	2	✓ 2	0
O2a									✓	Analyze transportation routes and improve connectivity to bicycle & pedestrian network	2	✓ 2	0
O3a									✓	Operate a green fleet	1	✓ 1	0
O4a									✓	Provide public transportation route searching via the internet	1	✓ 1	0
O4b									✓	Provide information about alternative commuting on website	1	✓ 1	0
P1a									✓	Develop a construction project waste management/recycling plan	3	✓ 3	0
P1b									✓	Operate a local government material/chemical reuse/redistribution center	1	✓ 1	0
P1c									✓	Operate a community tool lending library	1	✓ 1	0
P1d									✓	Maintain a green fleet program for department or entire local government	4	✓ 4	0

Florida Green Local Government Standard Filter Tool

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Energy & Air
Water
Waste
Health
Land Use
Emergencies

#	E	A	W	I	H	L	U	J	A	Credit Name	MPP	MAP	CPA
P1e										Utilize integrated pest management	1	✓ 1	0
P2a	✓									Operate local government alternative fueling station	1	✓ 1	0
P2b			✓							Earn waste reduction credit through the production of clean-burning fuels	1	✓ 1	0
P3a										Use LED traffic lights	1	✓ 1	0
P3b										Utilize solar or other energy efficient streetlights and/or crosswalk lights	2	✓ 2	0
P4a										Street sweeping	1	✓ 1	0
P4b										Routine maintenance plan for maintenance of storm sewers	1	✓ 1	0
P4c										Employ green landscaping procedures for local government facilities	1	✓ 1	0
P5a									✓	Become a Tree City USA	1	✓ 1	0
P6a									✓	Develop a reward program for employee environmental innovation in public works	1	✓ 1	0
P7a									✓	Offer green fleet management training to all applicable departments	1	✓ 1	0
P7b									✓	Train and certify select staff as certified arborists	1	✓ 1	0
P8a									✓	Community stormwater education campaign	1	✓ 1	0
Q1a	✓									Utilize alternative fuel for school busses	2	✓ 2	0
Q1b										Monitor and track building energy usage in the school district.	2	✓ 2	0
Q1c										Maintain a Recycling program.	1	✓ 1	0
Q2a									✓	School grounds certified by environmental program	5	✓ 5	0
Q3a									✓	School system utilizes a pollution prevention / EPP program	1	✓ 1	0
Q3b									✓	School equipment reuse program / swap shop	1	✓ 1	0
Q3c									✓	Operate and maintain a green fleet program	1	✓ 1	0
Q4a									✓	Green operation and maintenance of buildings	1	✓ 1	0
Q4b									✓	Construct / renovate green schools	10	✓ 10	0
Q5a									✓	Mandates for green buildings / green cleaning and maintenance	4	✓ 4	0
Q6a									✓	Involve students in green projects within the school	2	✓ 2	0
Q6b									✓	Involve students in green projects outside the school	2	✓ 2	0
Q7a									✓	Incentives for environmental training of teachers over the summer	2	✓ 2	0
Q7b									✓	Establish a committee and conduct workshops.	2	✓ 2	0
R1a									✓	Become a partner in the EPA waste wise program	1	✓ 1	0
R1b									✓	City/county wide chemical/hazardous waste collection	1	✓ 1	0
R1c									✓	Operate public reuse store / swap shop	1	✓ 1	0
R1d									✓	C&D separation for recycling at landfill (pallets,metals,carpet padding,cement,etc.)	1	✓ 1	0
R1e									✓	Offer recycled paint back to community	1	✓ 1	0
R1f									✓	Landfill gas recovery	1	✓ 1	0
R1g									✓	Develop a disaster waste management plan	1	✓ 1	0

Florida Green Local Government Standard Filter Tool

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Energy & Air
Water
Waste
Health
Land Use
Amenities

#	E	A	W	I	H	L	U	J	A	Credit Name	MPP	MAP	CPA
R2a										Curbside recycling for homes and businesses	1	✓ 1	0
R2b										Offer recycling collection services and an education program to businesses.	2	✓ 2	0
R2c										Offer recycling collection services and an education program to multi-family dwellings.	5	✓ 5	0
R2d										Monitor types and amounts of material entering landfill	1	✓ 1	0
R3a										Closed landfill management	1	✓ 1	0
R4a										Incentives for local businesses who utilize EPP or other solid waste reduction strategy	1	✓ 1	0
R4b										Mandatory recycling of typical recyclables and C&D debris for homes and businesses	1	✓ 1	0
R4c										Mandatory recycling program for large volumes of C&D debris.	2	✓ 2	0
R4d										Offer waste assessments to businesses.	1	✓ 1	0
R5a										Volume based or special rates for solid waste collection	1	✓ 1	0
R5b										Offer mulched yard waste to community	1	✓ 1	0
R5c										Require recycling at all local government buildings.	1	✓ 1	0
R5d										Develop a program of composting waste.	1	✓ 1	0
R5e										Develop a program of yellow and/or brown grease recycling.	2	✓ 2	0
R6a										Teach EPP / recycling to local businesses	1	✓ 1	0
R6b										Develop education program for solid waste management	1	✓ 1	0
R6c										Offer educational materials to increase recycling program participation.	2	✓ 2	0
R7a										Conduct a customer waste survey	1	✓ 1	0
S1a										Seek FLDEP plant operations excellence award	2	✓ 2	0
S1b										Create a reclaimed water infrastructure	2	✓ 2	0
S1c										Sanitary sewer overflow abatement.	1	✓ 1	0
S2a										Conduct energy audit of treatment facilities	1	✓ 1	0
S2b										Use cogeneration	1	✓ 1	0
S3a										Use recycled bill envelopes	1	✓ 1	0
S4a										Utilize rate structures based on consumption	1	✓ 1	0
S4b										Low flow fixture rebates	1	✓ 1	0
S4c										Enforce watering restrictions during meter reads	1	✓ 1	0
S4d										Require metering of shallow aquifer removal and sub-metering of multi-family housing	1	✓ 1	0
S4e										Adopt policies to encourage alternative onsite wastewater and water reuse technologies and a	1	✓ 1	0
S4f										Adopt Appendix C of the Building Code related to gray water.	1	✓ 1	0
S5a										Utilize informative billing	1	✓ 1	0
S5b										Distribute printed material or create internet content detailing water wastewater source	1	✓ 1	0
S5c										Create an education campaign for water use reduction (Florida friendly landscaping, rainwater	2	✓ 2	0
S5d										Maintain an on-call water quality program	1	✓ 1	0

Florida Green Local Government Standard Filter Tool

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Energy & Air
Water
Waste
Health
Land Use
Aesthetics

#	Credit Name					MPP	MAP	CPA
	E	A	W	H	L			
S5e	✓			✓	Become part of groundwater guardian program	1	✓ 1	0
S5f	✓			✓	Offer home and business audits	1	✓ 1	0
S5g	✓			✓	Enable customers to track and analyze their usage via the internet	1	✓ 1	0
IV1					List your submitted credit here. Please also submit backup documentation and justification.	0	0	0
IV2						0	0	0
IV3						0	0	0
IV4						0	0	0
IV5						0	0	0

L Lead by Example
C Control
E Education

Maximum Possible Points Total 417

Maximum Applicable Points Total 417

Credit Points Achieved Total 0

Percent of Maximum Applicable Points Total 0 %

Florida Green Building Coalition
www.FloridaGreenBuilding.org

(Note: Values are tallied for entire program, not just visible criteria.)

Exhibit D
Plastic Bag Ban



CORAL GABLES

Coral Gables approves Florida's first plastic bag ban

BY LANCE DIXON

ldixon@miamiherald.com

MAY 09, 2017 04:24 PM

The Coral Gables ban on plastic bags is now official.

Commissioners unanimously approved the ordinance Tuesday, making the Gables the first city in Florida to ban the use of single-use, carryout plastic bags.

The ordinance prohibits the use of plastic bags by retailers in Coral Gables and at city special events. Violators will be fined from \$50 to \$500, but before the vote, the ordinance was amended to delay the levying of fines against retailers for the first year. The version that won preliminary approval in March had the fines taking effect in six months.

The enforcement and fines for special events will start immediately. Special event organizers could have their permits revoked if they are found in violation of the ban.

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Initially, retail violators will receive warnings. After the year-long window ends, fines will be issued starting at \$50 and increasing to \$500 after a third violation.

The ordinance does provide for exceptions including: plastic bags that the shopper provides, plastic bags without handles, bags used to hold prescription medicines at a pharmacy or veterinarian's office, dry cleaning bags, pet waste bags, yard waste or trash bags and newspaper bags.

The item also encourages businesses to promote the use of reusable bags and gives retailers the option to provide reusable compostable or paper bags for free or at a fee determined by the business owner.

Commissioner Frank Quesada said he hopes to see a gradual reduction in those exempted items once full enforcement begins.

"I want to make sure that we come and we revisit this ordinance to see which ones we can knock off," Quesada said.

Deputy City Attorney Miriam Ramos also clarified that the ban would not apply to smaller special events or private events like a child's birthday party or a family reunion. Residents are also free to continue use of the plastic bags they may have in their own homes.

As with the first reading, the majority of speakers at Tuesday's meeting were in favor of the ban.

"I want to thank you for standing up for what these local municipalities want and need in our own communities," said Rachel Silverstein, executive director of the Miami Waterkeeper organization.

“

THIS WAS NOT AN EASY PROCESS AND WE CERTAINLY GOT PLENTY OF CALLS FROM OUR BUSINESSES. MOST ARE MIGRATING AWAY FROM PLASTIC BAGS BUT THEY WANT TO DO SO ... ON THEIR OWN TERMS.

Mark Trowbridge, president, Coral Gables Chamber of Commerce

Chamber of Commerce president Mark Trowbridge, who initially expressed concern from businesses, said that many merchants have become more supportive since the initial vote.

"This was not an easy process and we certainly got plenty of calls from our businesses," Trowbridge said. "Most are migrating away from plastic bags but they want to do so, kind of, on their own terms."

The ban follows a court ruling upholding the city's Styrofoam ban in a lawsuit brought by the Florida Retail Federation. The federation sued the city last July on behalf of its members including Super Progreso, a company that owns a 7-Eleven franchise in the Gables, months after the commission gave final approval to the Styrofoam ban. The federation has appealed the judge's decision to the Third District Court of Appeal, where the case is still pending.



Rich Pedroncelli - AP

City Attorney Craig Leen noted that the appeals court could rule against the city but he expects the city to prevail.

“If the city does not prevail, the city will still at least have the benefit of having plastic bags reduced in the city for a year’s time,” Leen said.

Across the state, local governments are pre-empted from regulating plastic bags. A state statute required the Department of Environmental Protection to conduct a study by Feb. 1, 2010, on the need for new or modified regulation of containers, wrappings and disposable plastic bags. It also prohibited municipalities from regulating those products until the report’s recommendations were approved.

“The Legislature was given the report in 2010 and, to date, none of the recommendations contained therein have been adopted,” Miami-Dade Circuit Judge Jorge Cueto wrote in his ruling in the Styrofoam case.

Cueto ruled, in response to the federation's argument that the plastic bag statute pre-empted the Gables ban, that the previous lack of action put local municipalities in an "indefinite limbo." Citing the judge's ruling, the Gables chose to move forward with the plastic bag ban.

As with the Styrofoam ban the city plans to conduct an educational campaign for residents and the business community.

City staff members noted that municipalities across the state are considering similar regulations and several have approved resolutions in support of plastic bag bans.

Lance Dixon: 305-376-3708, @LDixon_3

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Exhibit E
Plastic Straw Ban

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Banning plastic straws an environmental win for Fort Myers Beach

The News-Press Editorial Board, mailbag@news-press.com Published 11:30 a.m. ET Nov. 7, 2017



Buy Photo

(Photo: Andrea Melendez/The News-Press)

Drink up on Fort Myers Beach, but do it without a plastic straw.

This is an environmental win – although a small one – and we congratulate the Fort Myers Beach Town Council for adopting the ordinance banning plastic straws in most places on Monday. Plastic straws are harmful because they pose a threat to marine life, which ingests them. Eliminating the straws also helps keep the town and the beaches free of at least some trash.

Many other coastal communities in Florida and across the United States have adopted similar ordinances or are considering the ban.

When the ordinance does go into effect in 90 days, we hope the town follows through with a key component, requiring the town's code enforcement and beach and street enforcement divisions to enforce the new town policy.

Fortunately for the town, several businesses in the area were proactive and have not been passing out plastic straws, using paper instead.

The town council should consider taking other environmental steps and banning other plastic products as well, or at least look into increasing the number of recycling receptacles in the town and on the beach. Anything plastic is not good for the environment. It does not break down, like paper, and it can be ingested by animals, or they can become entangled in it.

Plastic is especially toxic for marine mammals, seabirds, turtles, fish and crustaceans. Studies note that turtles will often confuse plastic bags for jelly fish and ingest the bags. Plastic can destroy an animal's digestive system.

Vice Mayor Tracey Gore hinted the town may ban other plastic in the future, saying "we're starting with straws."

Restaurants, bars, stores and beach goers will be expected to comply or face fines of \$100 for a first offense to \$500 for a third offense, or higher amounts for habitual violators. We encourage the town's code enforcement office to use the next 90 days to educate businesses and those on the beach on the new ordinance.

Plastic may be out, but the ordinance does allow for paper, plant vegetable and other materials containing nothing artificial or synthetic in their compounds.

The beach took an important environmental step on Monday, but we will expect more. The land, water and sea life depend on it.

Read or Share this story: <http://newspr.es/2hR4Q2x>

Exhibit F
Rain Barrel Workshops

Environment



Rain Barrel Workshops

As part of Miami-Dade County Water and Sewer Department's water conservation initiatives, the Florida Yards and Neighborhoods Program offer rainwater harvesting workshops to educate Miami-Dade County residents on how to capture rainwater, why it can be beneficial, and how to install a rain barrel in the landscape.

Florida receives an average of 56 inches of rainfall per year. An inch of rainfall over a 1000sq.ft. area yields in excess of 600 gallons of water. A rain barrel is an inexpensive means of capturing and storing some of this water for later use. By installing a rain barrel you will not only help reduce pollution from stormwater runoff, but also have a supply of free non-chlorinated Ph neutral water for watering your prize orchids, potted plants and much more!

Learn about water conservation issues and how to construct and install your very own rain barrel. **We can bring the rain barrel & water conservation workshops to your:**

Workplace
School
Garden Club
Association Meetings
Businesses

All rain barrel workshops include a showerhead and light bulb exchange courtesy of Miami-Dade Water and Sewer Department.

Right Plant, Right Place and Plant Raffle

Florida-Friendly Landscaping Principle Right Plant, Right Place is #1 for a reason! Learn more about plants that grow in our unique South Florida environment that are drought tolerant and know where in your landscape they will thrive. We provide information and links to plant databases and bring plants grown in our shadehouse garden for you to take home to your garden at all Rain Barrel/Water Conservation Workshops. Plants are raffled at the end of the workshop.

[Register Now!](#)

Workshops are **FREE**. To purchase a rain barrel it's \$40. You must register ahead of time to purchase a rain barrel. Please sign up if you plan to attend one of the workshops below so we know how many people are attending.

For additional information contact
Barbara McAdam 305.248.3311 ext. 245

Registration

Payment must be made in the form of personal check or money order. We cannot accept cash. Credit cards can be used to purchase rain barrel through the Eventbrite registration.

Date	Location & Time
Sunday, July 16, 2017 Eventbrite Registration	Deering Estates Discovery Days 16701 SW 72 Ave. Miami, FL 33157 10am - 11:30am
Saturday, August 26, 2017 Eventbrite Registration	Citizens for a Better S. Florida 138 NW 16th Ave. Miami, FL 33125 10:30am - 11:30am

Please note that Miami-Dade Cooperative Extension does not sell rain barrels. Rain barrels are made available only to individuals who attend educational workshops.

Para leer en Español

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Resources

[Advantages of a Rain Barrel](#) [How to Build a Rain Barrel](#) [Miami-Dade County Approved Rainwater Harvesting Guidelines](#) [American Rainwater Catchment Systems](#)

Making a Rain Barrel (video)

High Speed Connections [Build & Install \(17 MB\)](#)
[Use & source \(14 MB\)](#)

Dial Up Connections
[Build & Install \(2 MB\)](#)
[Use & source \(1.5 MB\)](#)

Water Use Calculator

[Click here to calculate your water use](#)

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Miami-Dade County Extension, 18710 SW 288 Street, Homestead, FL 33030-2309
(305) 248-3311

Exhibit G
Organic Fertilizer and Herbicide Requirements



South Miami Mayor Philip Stoddard, at the Jean Willis Park in 2016, asked city landscapers this year to begin using organic fertilizers and herbicides. **Roberto Koltun** - rkoltun@miamiherald.com

ENVIRONMENT

This Florida mayor takes his city organic with greener weedkiller and fertilizer

BY JENNY STALETOVICH
jstaletovich@miamiherald.com

NOVEMBER 20, 2017 06:30 AM

UPDATED 3 HOURS 1 MINUTES AGO

Last summer, as South Florida descended into the hothouse season that makes it a growing haven for all things green, the city of South Miami quietly switched to organic landscaping.

It isn't the most drastic change made by the small suburb of well-manicured lawns and leafy streets in its quest to become the greenest city on the planet. Last year the city became the first in the state to require solar panels on new homes and has long banned mosquito-spraying for marsh mosquitoes. But according to its mayor, the change was by far the simplest, and one that could be easily replicated by governments and residents across the state.

“Herbicides are sort of the unrecognized peril,” Mayor Phil Stoddard said. “I was horrified they were using all kinds of stuff that I would not want my child exposed to.”

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Over the summer, the city of South Miami began using only organic fertilizer and herbicides on city-owned land.

Courtesy City of South Miami

As the nation’s winter breadbasket with a year-round growing season, Florida ranks among the biggest consumers of fertilizer and herbicides in the nation, according to the University of Florida Institute of Food and Agricultural Sciences. During the winter, fertilizer keeps lawns lush. In summer, herbicides step in to combat the stampede of weeds. But they have also become a point of contention. Nitrogen in fertilizer can trigger toxic algae blooms while phosphorus can wreak havoc on Everglades marshes and bays that thrive with very low amounts of nutrients. And numerous studies have blamed chemical herbicides for harming people and wildlife.

Many counties in the state, including those along the Indian River Lagoon and in Central Florida where freshwater bubbles up from underground springs, have a summer blackout on fertilizer use, although it remains a huge problem. Hundreds of tons of phosphorus still flows yearly into Lake Okeechobee, the eighth largest state in the U.S., largely because limiting use of fertilizers is self-policed under a policy of best-management practices or BMPs.

“Along the Indian River Lagoon, cities have fertilizer regulations, but who enforces that?” asked Audubon Florida’s Okeechobee Science Director Paul Gray. “They just talk to homeowner’s groups. There’s no one following people around to make sure no one’s over-fertilizing.”



Blue-green algae spread through a canal in western Palm Beach County in 2016. Fertilizer containing phosphorus and nitrogen can trigger the blooms, prompting many cities and counties in Florida to issue “fertilizer blackouts,” during rainy summer seasons when conditions can worsen.

Allen Eyestone - TNS

The focus has also largely remained on the perils of over-fertilizing, with few local governments pushing for organic alternatives. The city of Fort Lauderdale includes a warning about the dangers to fish, insects and animals up the food chain, but leaves it open to homeowners to choose. Others, including the city of Miami’s city ordinance and North Miami Beach’s rules, call for water-saving plants, but make no mention of organics.

“All of us are part of the problem and we can

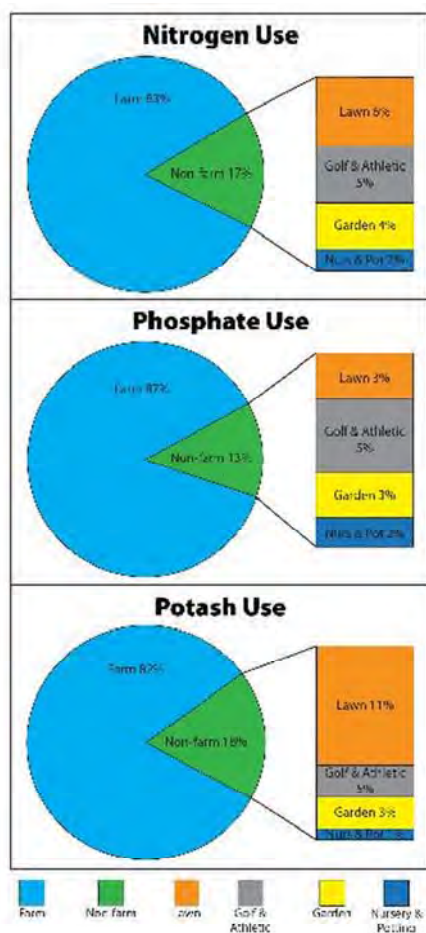
be neat or slovenly,” Gray said.



In South Miami, Stoddard, who after Hurricane Irma distributed non-toxic mosquito traps to weary residents, hopes to lead by example. A neurobiologist who studies behavioral ecology, Stoddard as long advocated against environmental chemical use. He led an effort to ban mosquito-spraying, except for disease-carrying *Aedes aegypti*, in the city and has fought Florida Power & Light to allow homeowners to install solar panels, which he has on his own home.

After reading about research on atrazine, which is banned in Europe and been the subject of a decades-long dispute over its health impacts, Stoddard said he started looking at the products being used on South Miami’s parks and open spaces.

“Every time you look at one of these herbicides, you find there’s some thing going on,” he said.



In 2012, before the state ended reporting requirements for fertilizer use, agriculture ranked as the biggest fertilizer user in the state, followed by lawn care. University of Florida Institute of Food and Agricultural Sciences

His wife’s family owns a farm, he said, and at his suggestion, they switched to organic products. The change was so effortless, he asked his staff to do the same for the city. Without fanfare or any public dispute, he said they asked contractors applying for the city’s landscaping business to simply use organic fertilizer and herbicides, without increasing costs.

They got a half dozen bids ranging from about \$269,000 to \$67,000 for a three-year contract and settled on a Hialeah-based SFM Services, which started business 40 years ago providing janitors to the Orange Bowl.

“It just turned out to be that easy,” Stoddard said. “We just did it and so far, so good.”



Town of Surfside Commission Communication

Agenda Item # 9F

Agenda Date: December 13, 2017

Subject: SeeClickFix

Background: SeeClickFix promotes itself as “a community-driven communication tool and work management system that bridges the gap between residents and their local governments to increase civic responsibility and improve citizen service”. Residents are able to connect to Town departments, essentially through email, directly from the link on the Town’s website, through the SeeClickFix website or app. The original agreement to use the platform began in January 2014. Monthly reports are submitted to the Town Commission as part of the monthly meeting agenda packet within the Town Manager’s Report.

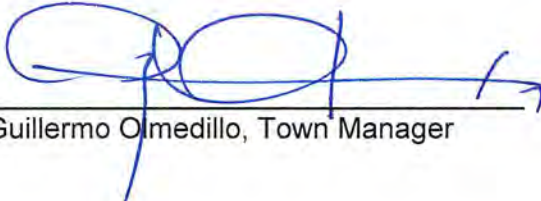
Analysis: While there are over one hundred and forty (140) users registered, this app lacks the ability to distinguish users that may access the platform from more than one email address and users may report on one issue only once. It is also not possible to actually identify individual users or the frequency that they report on the same item. Since inception the platform became a way for some residents to vent their frustration over the beach sand and, more recently, beach chair discussions. The latter now becoming the primary interactions on the platform.

It remains a challenge to educate users that the platform is for non-emergency and non-urgent reporting as staff response is only available during regular working days and hours. There is an expectation that, as this is a dedicated way to report issues, the response will be immediate. Information on using SeeClickFix is in every monthly edition of the Gazette in an effort to educate the public on the proper use and intent of the platform.

Budget Impact: \$6501.36 annual renewal.

Staff Impact: On going staff management of the platform to respond and react to notifications.

Recommendation: Seeking Town Commission direction on renewing this communications platform.



Guillermo Omedillo, Town Manager



**Town of Surfside
Town Commission Meeting
December 13, 2017
7:00 pm**

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

DISCUSSION ITEM MEMORANDUM

Agenda #: 9G
Date: November 28, 2017
From: Commissioner Daniel Gielchinsky
Subject: Ordinance permitting law enforcement to consider potential anti-Semitic motivation for criminal offenses

Objective: To afford the Surfside Police Department the ability to consider potential anti-Semitic motivation for criminal offenses in order to ensure the safety and well being of the Town's Jewish community.

Consideration: The Town has been fortunate to benefit from a significant expansion of the Jewish community in recent years. Surfside has developed national recognition and surpassed Miami Beach as one of the most desirable places for Jewish people to live and vacation due to the fact that it is home to four Orthodox synagogues, a number of excellent kosher restaurants and establishments and a growing Jewish community.

Our neighboring municipality of Bal Harbour has recently passed the attached Ordinance on first reading which requires its law enforcement personnel to consider potential anti-Semitic motivation when investigating crimes. Since Surfside is home to a large Jewish population and establishments that serve the community, an Ordinance of this nature would also be fitting in Surfside. For example, this week's news and police bulletin contained a report of a mentally ill individual who was walking on Collins Ave in Surfside yelling anti-Semitic, threatening and hateful commentary directed to The Shul and the Rabbi.

Recommendation: To direct Staff to develop an Ordinance consistent with the attached.

ORDINANCE NO. 2017- ____

AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA; AMENDING DIVISION 2, "POLICE" IN ARTICLE IV "OFFICERS AND EMPLOYEES" OF CHAPTER 2 "ADMINISTRATION" OF THE CODE OF ORDINANCES IN ORDER TO CREATE SECTION 2-112 "CONSIDERATION OF ANTI-SEMITISM IN ENFORCING LAWS"; PROVIDING FOR SEVERABILITY, INCLUSION IN THE CODE, CONFLICTS, FINDINGS, AND AN EFFECTIVE DATE.

WHEREAS, the Village Council of the Village of Bal Harbour ("Village Council") will not tolerate discrimination within its jurisdiction; and

WHEREAS, in 2015, the Village Council passed Ordinance No. 15-585, prohibiting the Village from entering into agreements with businesses that boycott a person or entity based in or doing business with an Open Trade Jurisdiction such as Israel, and requiring businesses to pledge not to engage in such a boycott during agreements with the Village; and

WHEREAS, the Village Police Department should consider potential anti-Semitic motivation for criminal offenses in order to ensure the safety and well-being of its Jewish community; and

WHEREAS, the United States Department of State's Special Envoy to Monitor and Combat Anti-Semitism published a fact sheet issued June 8, 2010 containing a proposed working definition and providing contemporary examples of anti-Semitism, attached as Exhibit "A"; and

WHEREAS, the Village Council seeks to require its Police Department to consider this definition and the examples in Exhibit "A" in investigating crimes, in a manner

consistent with the federal hate crime statute, 18 U.S.C. §249 and the state hate crime statute, Fla. Stat. §775.085, as both may be amended from time to time; and

WHEREAS, the Village Council hereby finds and determines that this Ordinance is in the best interest of the public health, safety, and welfare.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS¹:

Section 1. Recitals Adopted. That each of the above recitals is hereby adopted and confirmed.

Section 2. Section 2-112 of the Village Code Created. That Section 2-112 "Consideration of Anti-Semitism in Enforcing Laws," is hereby created in Chapter 2 "Administration," Article IV "Officers and Employees," Division 2 "Police," of the Code of Bal Harbour Village, Florida, to read as follows:

DIVISION 2 "POLICE"

* * *

Sec. 2-112. - Consideration of Anti-Semitism in Enforcing Laws.

(a) For purposes of this section, the term 'definition of anti-Semitism' includes the following:

(1) Anti-Semitism is a certain perception of Jews, which may be expressed as hatred toward Jews. Rhetorical and physical manifestations of anti-Semitism are directed toward Jewish or non-Jewish individuals or their property, or toward Jewish community institutions and religious facilities.

¹ Additions to existing Village Code text are shown by underline; deletions from existing Village Code text are shown by ~~strikethrough~~.

(2) Examples of anti-Semitism include:

a. Calling for, aiding, or justifying the killing or harming of Jews (often in the name of a radical ideology or an extremist view of religion);

b. Making mendacious, dehumanizing, demonizing, or stereotypical allegations about Jews as such or the power of Jews as a collective—especially, but not exclusively, the myth about a world Jewish conspiracy or of Jews controlling the media, economy, government or other societal institutions;

c. Accusing Jews as a people of being responsible for real or imagined wrongdoing committed by a single Jewish person or group, the state of Israel, or even for acts committed by non-Jews;

d. Accusing the Jews as a people, or Israel as a state, of inventing or exaggerating the Holocaust; or

e. Accusing Jewish citizens of being more loyal to Israel, or to the alleged priorities of Jews worldwide, than to the interest of their own nations.

(3) Examples of anti-Semitism related to Israel include:

a. Demonizing Israel by using the symbols and images associated with classic anti-Semitism to characterize Israel or Israelis, drawing comparisons of contemporary Israeli policy to that of the Nazis, or blaming Israel for all inter-religious or political tensions;

b. Applying a double standard to Israel by requiring behavior of Israel that is not expected or demanded of any other democratic nation, or focusing peace or human rights investigations only on Israel; or

c. Delegitimizing Israel by denying the Jewish people their right to self-determination, and denying Israel the right to exist.

d. However, criticism of Israel similar to that levied against any other country cannot be regarded as anti-Semitic.

(b) In investigating whether there has been a violation of law, the Bal Harbour Police Department shall take into consideration the definition of anti-Semitism for purposes of determining whether the alleged violation was motivated by anti-Semitic intent, consistent with the federal and state statutes prohibiting hate crimes.

(c) Nothing in this section may be construed to diminish or infringe upon any right protected under the First Amendment to the Constitution of the United States, or the State of Florida's Constitution. Nothing in this section may be construed to conflict with Federal or State discrimination laws.

* * *

Section 3. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Inclusion in the Code. That it is the intention of the Village Council, and it is hereby ordained that this Ordinance shall become and made part of the Village Code; that the sections of this Ordinance may be renumbered or relettered to accomplish such intention; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 5. Conflict. That all sections or parts of sections of the Village Code, all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with this Ordinance are repealed to the extent of such conflict.

Section 6. Sections Reserved. That Sections 2-113 through 2-125 are hereby reserved.

Section 7. Effective Date. That this Ordinance shall be effective immediately upon adoption on second reading.

PASSED AND ADOPTED on first reading this ___ day of _____, 2017.

PASSED AND ADOPTED on second reading this ___ day of _____, 2017.

Mayor Gabriel Groisman

ATTEST:

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Village Attorney
Weiss Serota Helfman Cole & Bierman, P.L.

EXHIBIT A

June 8, 2010 Fact Sheet Issued by the Special
Envoy to Monitor and Combat Anti-Semitism of the
U.S. Department of State