



**Town of Surfside
Town Commission Meeting
AGENDA**

SUPPLEMENTAL No. 1

July 11, 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
- G. Scholarship Awards Presentation** – Mayor Daniel Dietch
- H. Safe Harbour—Creating a Walkable Surfside** – Guillermo Olmedillo, Town Manager
- I. Senator Daphne Campbell** – Guillermo Olmedillo, Town Manager

2. Quasi-Judicial Hearings (None)

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

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

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

A. Minutes – Sandra Novoa, MMC, Town Clerk

June 13, 2017 Regular Town Commission Meeting Minutes

June 15, 2017 Budget Workshop Meeting Minutes

June 15, 2017 Special Town Commission Meeting Minutes

June 22, 2017 Special Town Commission Meeting Minutes

June 27, 2017 Special Town Commission Meeting Minutes

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

- 1. See Click Fix
- 2. Interlocal Shuttle Update
- 3. Development Application Status
- 4. Code Compliance
- 5. Finance
- 6. Information Technology
- 7. Police Department

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

D. Committee Reports – Guillermo Olmedillo, Town Manager

- April 3, 2017 Tourist Board Meeting Minutes
- April 25, 2017 Parks and Recreation Committee Meeting Minutes
- May 1, 2017 Tourist Board Meeting Minutes
- May 25, 2017 Planning and Zoning Board Meeting Minutes

- E. **Weiss Serota Helfman Cole & Bierman Engagement Letter Ratification –**
Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE RETAINER AGREEMENT FOR LEGAL SERVICES WITH WEISS SEROTA HELFMAN COLE & BIERMAN, P.L. ATTACHED HERETO AS ATTACHMENT “A”; PROVIDING FOR IMPLEMENTATION AND AUTHORIZATION OF RETAINER AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

4. **Ordinances**

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

A. **Second Reading Ordinances**

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

B. **First Reading Ordinances**

5. **Resolutions and Proclamations**

(Set for approximately 7:45 p.m.) (Note: Depends upon length of Good and Welfare)

A. **Town Website – Guillermo Olmedillo, Town Manager**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING CALVIN, GIORDANO & ASSOCIATES, INC. WORK AUTHORIZATION NO. 101 FOR SURFSIDE WEBSITE REDESIGN; AUTHORIZING THE EXPENDITURE FROM THE 2016/2017 FISCAL YEAR BUDGET IN THE TOTAL AMOUNT OF \$49,500 FROM THE BUILDING SERVICES DEPARTMENT OTHER CONTRACTUAL SERVICES ACCOUNT NO. 150-2500-524-3410 IN THE AMOUNT OF \$24,750 AND THE GENERAL FUND EXECUTIVE DEPARTMENT OTHER CONTRACTUAL SERVICES ACCOUNT NO. 001-2000-512-3410 \$24,750 IN THE AMOUNT OF \$24,750; PROVIDING FOR APPROVAL AND AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

B. Four Year Staggered Terms for the Town Commission and Retain Two Year Term for Mayor – Commissioner Michael Karukin

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA CALLING FOR A MARCH 20, 2018 TOWN OF SURFSIDE SPECIAL ELECTION, FOR THE PURPOSE OF SUBMITTING TO THE ELECTORATE OF THE TOWN OF SURFSIDE, FLORIDA A BALLOT QUESTION ON AMENDMENTS TO THE TOWN CHARTER “ESTABLISHING FOUR YEAR STAGGERED TERMS FOR COMMISSIONERS AND RETAINING MAYOR’S TWO YEAR TERM” COMMENCING WITH TOWN’S GENERAL ELECTION IN 2020; PROVIDING FOR THE TOWN CLERK TO UTILIZE THE SERVICES OF MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; 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.

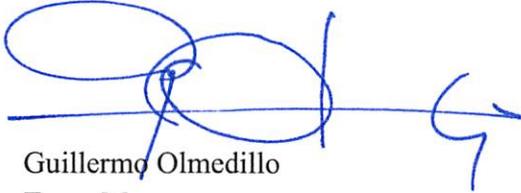
8. Unfinished Business and New Business

9. Mayor, Commission and Staff Communications

- A. Comprehensive Annual Financial Report (CAFR) for the Fiscal Year Ended September 30, 2016 – Guillermo Olmedillo, Town Manager**
- B. Public Information Program – Guillermo Olmedillo, Town Manager**
- C. Parking Structure – Guillermo Olmedillo, Town Manager**
- D. Artificial Grass – Guillermo Olmedillo, Town Manager**
- E. Modifying Measurement of Height to Prepare for Sea Level Rise – Sarah Sinatra Gould, Town Planner**
- F. August Meeting [Verbal] – Guillermo Olmedillo, Town Manager**
- G. Status of Comp Plan Amendments [Verbal] – Guillermo Olmedillo, Town Manager**

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.

RESOLUTION NO. 17 - _____

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE RETAINER AGREEMENT FOR LEGAL SERVICES WITH WEISS SEROTA HELFMAN COLE & BIERMAN, P.L. ATTACHED HERETO AS ATTACHMENT “A”; PROVIDING FOR IMPLEMENTATION AND AUTHORIZATION OF RETAINER AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in response to the Town of Surfside’s (“Town”) Request For Qualifications for Legal Services soliciting qualifications for legal services, the law firm of Weiss Serota Helfman Cole & Bierman, P.L. (“Firm”) submitted a response and written proposal to provide legal services to the Town; and

WHEREAS, on June 27, 2017, the Town Commission selected and appointed the Firm to serve as Town Attorney; and

WHEREAS, the Town Commission wishes to memorialize the terms of the engagement with the Firm in writing; and

WHEREAS, the nature, scope and fees for services for the Town Attorney are set forth in the June 29, 2017 Retainer Agreement for Legal Services attached to this Resolution as Attachment “A” (“Retainer Agreement”); and

WHEREAS, the Town Commission has determined that it is in the best interests of the Town to enter into the Retainer Agreement attached hereto as Attachment “A” with the Firm as set forth therein.

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

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

Section 2. Approval and Authorization. The Retainer Agreement, attached hereto as Attachment “A”, between the Town and the Firm is hereby approved. The Town Mayor is hereby authorized to execute the Retainer Agreement on behalf of the Town.

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

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

PASSED AND ADOPTED this _____ day of July, 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



WEISS SEROTA HELFMAN COLE & BIERMAN

AT THE CROSSROADS OF BUSINESS, GOVERNMENT & THE LAW

MITCHELL A. BIERMAN
MBierman@wsh-law.com

LILLIAN M. ARANGO
LArango@wsh-law.com

June 29, 2017

SENT VIA EMAIL

Honorable Mayor Daniel Dietch and Commission Members
c/o Guillermo Olmedillo, Town Manager
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154-3009

Re: Retainer Agreement for Legal Services

Dear Mr. Olmedillo,

We are pleased that the Town of Surfside (Town”) wishes to engage our Firm to provide legal services as the Town Attorney. Our Firm is the preeminent full-service municipal law firm in Florida dedicated to serving as the “one-stop shop” for municipalities seeking the services of a law firm that has the expertise to handle virtually all of the legal issues faced by municipalities.

This letter is intended to set forth our understanding as to the nature and scope of the legal services we will provide to the Town, the amount of our fees for those services, the manner in which our fees for services shall be determined and the terms upon which you will make payment.

1. Nature of Legal Services. You have engaged our Firm to serve as Town Attorney. We will provide all legal services to the Town customarily performed by town attorneys and as required by the Town Charter and directed by the Town Commission and administration. Our services will include the scope of work listed in the Town Manager’s Memorandum dated June 16, 2017 requesting written fee proposals, excluding labor and employment representation, litigation, any legal fees paid or payable by or recoverable from third parties (including, development projects or applications subject to cost recovery), or Special Projects as further defined herein (“Excluded Services”). Litigation includes adversarial proceedings before administrative tribunals, courts, mediators, arbitrators and appellate tribunals. Special Projects include non-recurring unanticipated major projects (e.g., rewrite of land development

regulations, general obligation bond issue) not already identified in the Town's current 2016-17 Fiscal Year adopted Budget and arising subsequent to the date of this letter.

2. Fees for Services. The Firm will provide general municipal services to the Town at a fixed or flat fee of \$28,750 per month or \$345,000 annually. The fixed or flat fee does not include Excluded Services which may be performed by our Firm and billed on an hourly basis, at an hourly rate of \$250 for partners and of counsel senior attorneys, \$215 per hour for associates and \$115 per hour for paralegals, or flat rates to be mutually agreed upon as an excluded matter may arise. The flat or fixed fee includes all telephone calls, emails, teleconferences and video conferences with individual Town Commissioners, the Town Manager, and administrative staff. The Town will not be charged for travel expenses to and from the Town, or any travel-related expenses to and from Town (e.g. tolls, mileage) for providing legal services included in the scope of work or Excluded Services. Beginning with the one year anniversary of this retainer agreement, the flat or fixed fee, and hourly rates for Excluded Services, will be adjusted by up to a 3% increase annually.

The Town will receive a one-time credit of \$6,000 towards the first month's bill in order to absorb the costs of the Town's existing assistant to the Town Attorney who will assist with the transition of legal services to the Firm.

3. Costs. In addition to the fixed or flat rate for attorneys' fees discussed above, the Firm will bill the Town for incidental actual out-of-pocket costs, such as delivery and courier charges (e.g. federal express), large photocopy jobs (routine copying will not be charged), computer and legal research expenses, court reporter expenses (including cost of transcripts and court reporter's fee for attendance), court costs (such as filing fees, service of process, newspaper and advertisement publication costs, subpoena costs, witness fees, recording fees, etc.), accounting and appraisal fees, expert fees, trial/hearing exhibits costs and investigation costs.

4. Payment of Fees and Costs. Our invoices will be submitted to you on a monthly basis and each invoice will be due and payable when rendered. You must understand that if any invoice remains unpaid for more than 30 days after it is rendered, we reserve the right, in our discretion, to cease to provide further legal services to the Town. You will, however, be liable to us for payment of any fees earned and any costs incurred by us to the date of termination.

5. Representation of Other Clients. We are bound by the rules of legal ethics not to represent any client if the representation of that client will be directly adverse to the interests of another client, unless each such client consents to such representation after consultation. Should such a situation arise, you will be immediately informed and a proposed manner to address the conflict will be provided by us.

6. Withdrawal from Representation. The Town at any time may choose to terminate this retainer agreement with or without cause and shall only be liable for any fees and costs incurred to the date of termination. We, likewise, reserve the right to withdraw from representing the Town, if you have misrepresented or failed to disclose material facts to us, or if we disagree about the course of action which should be pursued.

7. Commencement of Representation. If the foregoing is agreeable to you, please acknowledge your understanding and agreement by signing this letter and delivering it to us. We stand ready and able to commence our representation of the Town as of July 5, 2017. We appreciate your confidence in our Firm and we assure you that we will make every effort to perform our services in a prompt and efficient manner and ensure a seamless transition from Town Attorney Linda Miller upon her retirement.

Thank you for your consideration of our Firm.

Very truly yours,

WEISS SEROTA HELFMAN
COLE & BIERMAN, PL.



Mitch Bierman and Lillian Arango

Acknowledgement and Agreement

Having been duly authorized by an affirmative vote of the members of the Town Commission of the Town of Surfside, Florida, the undersigned has read this retainer agreement and on behalf of the Town of Surfside, Florida, agrees to the terms set forth herein.

Agreed and Accepted on _____, 2017.

TOWN OF SURFSIDE, FLORIDA

By: _____
Daniel Dietch, Mayor