



**Town of Surfside
Regular Town Commission Meeting**

AGENDA

October 9, 2018

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 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.

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 – Page 3 - 33

- **July 24, 2018 Special Town Commission Meeting Minutes**
- **September 12, 2018 Special Town Commission Meeting – First Budget Hearing Minutes**
- **September 12, 2018 Regular Town Commission Meeting Minutes**
- **September 26, 2018 Special Town Commission Meeting – Final Budget Hearing Minutes**
- **September 26, 2018 Special Town Commission Meeting Minutes**

***B. Town Manager’s Report – Guillermo Olmedillo, Town Manager – Page 34 - 63**

***C. Town Attorney’s Report – Weiss Serota, Town Attorney – Page 64 - 67**

D. Committee Reports – Guillermo Olmedillo, Town Manager – Page 68 - 76

- **August 6, 2018 Tourist Board Meeting Minutes**
- **August 30, 2018 Design Review Board and Planning and Zoning Board Meeting Minutes**

- E. Three-Year Marketing Services Agreement with Jacober & Associates, Inc.
D/B/A Jacober Creative – Guillermo Olmedillo, Town Manager – Page 77 - 97**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA SELECTING AND AWARDED THE PROPOSAL OF JACOBER & ASSOCIATES, INC. D/B/A JACOBER CREATIVE FOR MARKETING SERVICES TO THE TOWN'S TOURIST BUREAU; AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT FOR THE SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- F. Public Information Representative – Guillermo Olmedillo, Town Manager– Page 98 - 109**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A RENEWAL/AMENDMENT TO THE AGREEMENT WITH PINZUR COMMUNICATIONS, INC. FOR PUBLIC INFORMATION REPRESENTATIVE SERVICES; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE RENEWAL/AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

4. Ordinances

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

A. Second Reading Ordinances

- 1. Gathering Building Lengths – Guillermo Olmedillo, Town Manager – Page 110 - 115**

AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA AMENDING SECTION 90-51 "MAXIMUM FRONTAGE OF BUILDINGS AND FACADE ARTICULATIONS." OF "CHAPTER 90 ZONING" OF THE TOWN OF SURFSIDE CODE OF ORDINANCES TO ADDRESS APPLICABILITY OF MAXIMUM BUILDING LENGTH REQUIREMENTS FOR EXISTING BUILDINGS IN THE H30C AND H40 ZONING DISTRICTS; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

B. First Reading Ordinances

5. Resolutions and Proclamations

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

- A. Approval of Agreement with Luke's Landscaping Inc. For Landscape Maintenance Services through "Piggy Back" Method with City of Sunny Isles Beach Agreement – Guillermo Olmedillo, Town Manager – Page 116 - 132**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AN AGREEMENT WITH LUKE'S LANDSCAPING, INC. FOR LANDSCAPE MAINTENANCE SERVICES; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE PROCUREMENT PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE OF ORDINANCES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- B. Agreement with Waste Management Inc. of Florida (WM) for Recycling Drop off Service through Piggy Back Contracting with Existing Contract with City of Coral Springs – Guillermo Olmedillo, Town Manager – Page 133 - 151**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AN AGREEMENT WITH WASTE MANAGEMENT INC. OF FLORIDA FOR RECYCLING SERVICES; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE PROCUREMENT PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE OF ORDINANCES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- C. Extension of Contract Service Agreement for Maintenance Services of Chiller and Air Conditioner System (TRANE Service Agreement) – Guillermo Olmedillo, Town Manager – Page 152 - 179**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH TRANE U.S. INC, FOR MAINTENANCE AND SERVICE FOR THE EXISTING TRANE CHILLER AND AIR CONDITIONER SYSTEM; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; 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. **Board and Committee Appointments [Verbal]**– Sandra Novoa, MMC, Town Clerk
- *Sustainability Committee – Commissioner Cohen*
 - B. **Construction Fencing** – Guillermo Olmedillo, Town Manager – Page 180
 - C. **Downtown Vision Advisory Committee (DVAC) Discussion Item** - Guillermo Olmedillo, Town Manager – Page 181 - 182
 - D. **Comprehensive Plan Amendment to provide Density and Intensity Equivalencies, and Chapter 90 Zoning Amendment Affecting Lands and Structures Owned by the Town** – Guillermo Olmedillo, Town Manager – Page 183

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
Special Town Commission Meeting
MINUTES
July 24, 2018
6 p.m.**

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

1. Opening

A. Call to Order

Mayor Dietch called the meeting to order at 6:04 p.m.

B. Roll Call of Members

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

C. Pledge of Allegiance

Police Chief Yero led the pledge of allegiance.

2. First Reading Ordinances

A. Beach Furniture Ordinance – Guillermo Olmedillo, Town Manager

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING ARTICLE II. – “PUBLIC BEACHES” OF CHAPTER 86 “WATERWAYS” OF THE TOWN OF SURFSIDE CODE PERTAINING TO BEACH FURNITURE; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; 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. He advised the Town Commission of other items that should be included in the Ordinance and/or Administrative Policy which were listed in the memorandum.

Vice Mayor Gielchinsky made a motion to approve. Passing the gavel, Mayor Dietch seconded the motion.

Commissioner Paul presented a PowerPoint of photos of the current state of beach furniture.

Commissioner Paul had the following suggested amendments to the additional items provided by Staff and the Beach Furniture Ordinance:

- Page 2 of memo; first bullet point; “3-hour notice” changed to “2-hour notice”
- Page 2 of memo; third bullet point; tarp should be optional
- Page 2 of memo; first bullet point after Analysis; “40 chairs” changed to “20 chairs”
- Page 2 of memo; first bullet point after Analysis; clean up needs more definition
- Page 2 of memo; seventh bullet point; is currently not adhered to
- Needs to be a ratio of staff to beach chairs
- Line 64 of Ordinance; strike the word “vehicles”
- Line 71 and 72 of Ordinance; strike through and should read “no commercial vehicles. Vehicles should only be operated on the beach by emergency personnel, County or Town”
- Line 74 of Ordinance; strike through “or a hotel located on the west side of Collins Avenue”
- Sec. 86-30; after item (c); insert something that gives a passage to the shoreline
- Sec. 86-30; item (d); “3 hours” changed to “2 hours”
- Sec. 86-30; item (f); overnight storage not specified and would like to see it changed to 25 chairs
- Sec. 86-30; Line 189; tarp should be optional
- Sec. 86-30; item (h); change “40 chairs” to “maximum of 20 chairs or 10% of the unit on east side properties”
- Sec. 86-31; Line 218; Add “...west side hotels and condominiums or from the general public...” after “shall require a permit from”
- Sec. 86-31; Line 231-270; strike through (2)

Commissioner Karukin had the following comments with regards to the Beach Furniture Ordinance:

- Objects to overnight storage on the beach
- Objects to projecting street end rights-of-way
- Concern with enforcement costs of this Ordinance
- Sec. 86-30; item (b); beginning of line should read “Beach Furniture Operators shall not place or store beach furniture at or near...”

Commissioner Cohen spoke regarding beach renourishment and the use of beach furniture tarps with the Town’s branding.

Mayor Dietch opened the item to public comments and the following speakers addressed the Town Commission:

- Arthur Holman
- Jeffrey Platt
- Victor May
- Jennifer Rotker
- George Kousoulas

Hearing no other speakers, Mayor Dietch closed the public comments.

Commissioner Cohen left the meeting at 6:50 p.m.

Vice Mayor Gielchinsky had the following suggested amendments to the additional items provided by Staff and the Beach Furniture Ordinance:

- Sec. 86-30; item (f); Line 187; change 4 feet to 5 feet
- Include a provision for habitual violators
- Sec. 86-26; Line 72; change “vehicles” to “carts”
- Item (2); insert the words “and uniquely” in between the words clearly identified

Mayor Dietch had the following suggested amendments to the additional items provided by Staff and the Beach Furniture Ordinance:

- Sec. 86-30; Line 175, 177 and 179; change “storm” to “hurricane”
- Sec. 86-30; Line 176; change compliance period from “3 hours” to “2 hours”
- Sec. 86-30; item (d); including a provision that provides the Town Manager the authority to compel the removal of all beach furniture placed or stored on the public beach at his discretion
- Any beach furniture operator has to hire sufficient staff to meet the needs of that operation. It can be the same company but not the same staff

After some discussion, Vice Mayor Gielchinsky made a motion to include the following amendments to the Beach Furniture Ordinance:

- Line 64; strike through word “vehicle”
- Sec. 86-26; Line 72; change word, “vehicles” to “carts”
- Any beach furniture operator has to hire sufficient staff to meet the needs of that operation. It can be the same company but not the same staff
- Sec. 86-30; item (d); include a provision that provides the Town Manager the authority to compel the removal of all beach furniture placed or stored on the public beach at his discretion
- Storage of beach stacked chairs on the beach shall be limited to thirty (30) chairs per property

- Sec. 86-30; item (f); Line 187; change 4 feet to 5 feet
- Provision for habitual violators
- Sec. 86-30; Line 175, 177 and 179; change “storm” to “hurricane”

Passing the gavel, Mayor Dietch seconded the motion. The motion died 2-2 with Commissioner Karukin and Commissioner Paul voting in opposition.

3. Resolutions

A. Solid Waste Assessment Rate – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA, RELATING TO SOLID WASTE MANAGEMENT SERVICES, INCLUDING COLLECTION, DISPOSAL AND RECYCLING OF RESIDENTIAL SOLID WASTE IN THE TOWN OF SURFSIDE, FLORIDA; DESCRIBING THE METHOD OF ASSESSING SOLID WASTE COSTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE TOWN OF SURFSIDE; DETERMINING THE SOLID WASTE COST AND THE INITIAL SOLID WASTE SERVICE ASSESSMENTS; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Novoa read the title of the resolution.

Town Manager Guillermo presented the item to the Town Commission. Interim Finance Director Wallace provided a brief explanation of the rationale and answered some questions posed by the members of the Town Commission.

Mayor Dietch had some concerns about the rates that were presented.

Mayor Dietch suggested increasing the rate to the actual cost of disposal as a proxy for the cost of the changes of the fuel, equipment and labor. The Mayor is not ready to increase the rates at the level suggested.

Interim Finance Director Wallace stated that for this year, the Town will be sending its own notices in an abundance of caution. This notice will provide the opportunity to better explain the rate increase to the residents. He also suggested to increase the rates by at least 10 or 15 percent and lower them, if decided, at a later time during the final hearing in September. This will allow residents to receive the new rates that will be passed down to the Town.

Commissioner Karukin questioned what the increase would be based on. Finance Director Wallace stated that it will be based on the existing rates of \$277.00 but he would like to speak with the consultant.

Mayor Dietch asked Town Manager Olmedillo the status of the equipment (trucks) replacement and Town Manager Olmedillo stated that for this upcoming

budget, a line item was created in order to start accounting for the replacing of vehicles.

Mayor Dietch opened the meeting to public comments.

Resident Victor May spoke on the item and gave his opinion. There being no one else wishing to speak on the item, Mayor Dietch closed the public comment portion of the meeting.

Finance Director Wallace stated that he will respond next week with better projections based on the conversation with the consultant and will be able to speak about the methodology.

Mayor Dietch stated that a 15% increase over the overall current cost is \$318.67 and asked Finance Director Wallace if that gives him the flexibility he needs in order to meet the deadline.

Finance Director Wallace replied to Mayor Dietch that this item will be back in front of the Town Commission on Wednesday, September 12, 2018.

Town Attorney Arango stated that the adjustment on the rate will be reflected on appendix "A" which is the notice that will be published and on appendix "B" which is the mailed notice to residents. She also would like confirmation that before the notices are mailed, that the assessment methodology and the numbers are tightened and available.

Commissioner Karukin made a motion to increase the annual assessment to \$318.67 and instructed staff to adjust the numbers accordingly. The motion received a second from Vice Mayor Gielchinsky. The motion carried 4-0.

Mayor Dietch suggested the Town Administration prepare "Frequently Asked Questions" that explain how this process works and why the increase is necessary at this time. Town Manager Olmedillo acknowledged the suggestion.

4. Mayor, Commission and Staff Communications

A. Undergrounding Report [Verbal]- Guillermo Olmedillo, Town Manager

Town Manager Olmedillo presented the item with a PowerPoint presentation. He explained that back on June 11, 2013, the Town Commission discussed a resolution to authorize the payment for setting up the true cost, or committed cost, from FP&L. That resolution was not approved, and the initiative came to a halt at that point. After Hurricane Irma, the issue resurfaced and the Town brought in Dr. Kury, who was invited by Commissioner Karukin to make a presentation, and the administration submitted a report.

He stated that FP&L proposed some recommendations. One of them was the acquisition of easements. They are recommending that this project not be on rights-of-way but on private property instead. It is recommended not obtain a binding

estimate, as the estimate is only valid for 180 days and obtaining easements may take longer than that.

Town Manager Olmedillo explained that the first step will be to decide if the Town Commission would like to spend the funds to have the legal descriptions, surveys and necessary paperwork completed for the easements. After that, the decision of the finance mechanism must happen and this will be followed by deciding if a referendum is required.

Town Manager Olmedillo then gave an overview of the costs with a total FP&L “Ballpark estimate” cost of \$5,765,000 and a very rough estimate for easement acquisition of \$3,000,000 and easement property restoration of \$1,500,000. Also, undergrounding Atlantic Broadband and AT&T would be a rough calculation of \$2,400,000. Street lighting with project management services would be approximately \$4,700,000 and the connection to buildings approximately \$2,500,000.

Vice Mayor Gielchinsky asked why FP&L’s position is to underground outside of the right-of-way. Town Manager Olmedillo stated that he is waiting on a written response from Aletha Player, who is the area representative, but his assumption is that it is easier for FP&L. Vice Mayor Gielchinsky asked about the conduits that were installed during the stormwater project. Town Manager Olmedillo responded that those are on all the intersections but not in front of the homes.

Commissioner Karukin spoke about a previous survey that he saw that explained where the 3x3 boxes would be placed in front of some homes. He also spoke about the expense that the home owners would have to incur as a result of the undergrounding in order to make their homes compatible to hook up.

Commissioner Karukin also spoke about the possibility of having the new Sustainability and Resiliency Committee look at this project and the cost and provide the Town Commission with recommendations. Commissioner Paul agreed.

Commissioner Paul stated that she supports a referendum and expressed her concerns about sea level rise.

Town Manager Olmedillo recommended going back to FP&L and see if Vice Mayor Gielchinsky’s recommendation of the threshold of the easement is possible and communicate to FP&L the Town’s expectation and that it is a deal breaker if not done this way.

Mayor Dietch would like the Town Commission to provide the Town Manager with as many good questions as possible so that Town Manager Olmedillo can ask those of FP&L and get as much information and details as possible to build the knowledge base.

Vice Mayor Gielchinsky asked if Calvin Giordano and Associates, Inc. (CGA), or anyone, has a survey to see what is on those rights-of-way that is currently Town wide. Mayor Dietch stated that we must have surveys from the water sewer project.

A Calvin Giordano and Associates, Inc. (CGA) representative stated that he believes FP&L is trying to avoid having to be responsible for moving equipment from private property if the owner of the property, at some point, decides that they want it moved.

Mayor Dietch inquired about the possibility of posting the PowerPoint presentation on the web. Town Manager Olmedillo requested not to until there is a final response from FP&L as that may change the presentation dramatically.

B. P3 Update [Verbal] - Guillermo Olmedillo, Town Manager

Town Manager Guillermo Olmedillo presented the item. He explained that as per the Town Commission's direction, The Administration met with the Abbott Lot proposer and requested information from them which they have not submitted and instead they requested an extension of time so that their application remains valid.

The Administration also met with the Civic Center proposer, consultants, attorneys and the Town's consultant Lambert Advisory, who is satisfied that the assumptions on the numbers are accurate and acceptable.

Commissioner Karukin would like to see Lambert's report. Town Manager Olmedillo will ask them to submit a written report to be shared with the Town Commission.

Town Manager Olmedillo would like to know if the Town Commission would like him to move forward with negotiations.

Commissioner Karukin stated that he can't analyze and study a document by just seeing it once. He would like to have the documents in order to read them at his pace to make an informative decision.

Alex Tachmes, who is representing the applicant, spoke on the item and after some questions and answers, the agreement was to make their proposal available to the members of the Town Commission. He also stated that at this point his client would like to begin public dialogue with a possibility of a charrette. Mr. Tachmes' client respectfully requested the Town Commission schedule a meeting in September where they can make a formal presentation.

Discussion took place on the possibility of scheduling the presentation sometime in September. Vice Mayor Gielchinsky provided dates to avoid due to religious holidays. After some conversation among the members, the meeting will be scheduled after the second and final budget hearing on September 26, 2018.

Town Attorney Arango read the Florida Statue into the record governing the proposal and public records law.

Vice Mayor Gielchinsky made a motion to schedule a special meeting on Wednesday, September 26, 2018 at 6:00 pm. The motion received a second from Commissioner Karukin. Motion carried 4-0.

Mayor Dietch announced that he will be late to the August 14, 2018 meeting.

Mayor Dietch asked for a moment of silence for two young boys that passed away over the weekend.

3. Adjournment

There being no further business, Commissioner Karukin made a motion to adjourn. The motion received a second from Commissioner Paul. The meeting adjourned at 10:12 p.m.

Respectfully submitted,

Accepted this _____ day of _____, 2018

Daniel Dietch, Mayor

Attest:

Sandra Novoa, MMC
Town Clerk

1. Opening

A. Call to Order

Mayor Dietch called the meeting to order at 5:06 p.m.

B. Roll Call of Members

Human Resources Director Slate-McCloud called the roll with the following members present: Mayor Dietch, Commissioner Paul and Commissioner Karukin. Vice Mayor Gielchinsky and Commissioner Cohen were absent.

C. Pledge of Allegiance

Police Chief Julio Yero led the pledge of allegiance.

2. Discussion Regarding Millage Rate and Budget – Guillermo Olmedillo, Town Manager

Vice Mayor Gielchinsky arrived at 5:08 p.m.

Town Manager Olmedillo provided an overview of the millage rate and budget. Interim Finance Director Chris Wallace provided an overview of the millage rate and budget and answered questions from the Town Commission.

Commissioner Cohen arrived at 5:17 p.m.

3. Millage Rate Adoption Resolution

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ADOPTING A PROPOSED MILLAGE RATE OF 4.500 MILLS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2018 AND ENDING SEPTEMBER 30, 2019, WHICH IS LESS THAN THE ROLLED BACK RATE COMPUTED PURSUANT TO STATE LAW BY 7.15%; CONFIRMING THE DATE OF THE SECOND BUDGET PUBLIC HEARING; AND PROVIDING FOR AN EFFECTIVE DATE.

Deputy Town Clerk Riera read the title of the resolution.

Commissioner Paul made a motion to approve the millage rate of 4.500 mills for the fiscal year commencing on October 1, 2018 and ending September 30, 2019. Vice Mayor Gielchinsky seconded the motion which carried 5-0 on roll call vote.

4. Public Comment

Mayor Dietch opened for public comments.

Victor May of 9117 Froude Avenue spoke on the item.

5. Budget Adoption Resolution

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ADOPTING A TENTATIVE BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2018 AND ENDING SEPTEMBER 30, 2019; CONFIRMING THE DATE OF THE SECOND PUBLIC HEARING; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

Deputy Town Clerk Riera read the title of the resolution.

Commissioner Paul made a motion to discuss. Vice Mayor Gielchinsky seconded the motion and all voted in favor.

Discussion ensued regarding items in the budget that the Town Commission had concerns with and directed their questions to staff and Interim Finance Director Wallace. Town Manager Olmedillo commented that the Planning and Zoning Board at their last meeting, requested that the Town Commission include \$50,000 into the budget for trees for residents to purchase and plant.

After some discussion, the budgeted items that were in question by some members of the Town Commission were Big Belly and beach raking.

With a majority vote by a show of hands, Big Belly will remain in the budget. Commissioner Karukin voted in opposition.

With a majority vote by a show of hands, beach raking will remain in the budget. Commissioner Karukin and Commissioner Paul voted in opposition.

By consensus, the Town Commission agreed to include \$50,000 into the budget for trees.

Commissioner Cohen made a motion to adopt the budget with the inclusion of the \$50,000 for trees. Vice Mayor Gielchinsky seconded the motion which carried 3-2 with Commissioner Karukin and Commissioner Paul voting in opposition.

6. Public Comment

Mayor Dietch opened for public comments.

Victor May of 9117 Froude Avenue spoke on the item.

7. Adjournment

There being no further business, Commissioner Karukin made a motion to adjourn the meeting at 6:58 p.m. The motion was seconded by Commissioner Paul and all voted in favor.

Respectfully submitted,

Accepted this _____ day of _____, 2018

Daniel Dietch, Mayor

Attest:

Sandra Novoa, MMC
Town Clerk

1. Opening

A. Call to Order

Mayor Dietch called the meeting to order at 7:12 p.m.

B. Roll Call of Members

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

Commissioner Cohen arrived at 7:20 p.m.

C. Pledge of Allegiance

Chief of Police Yero led the pledge of allegiance.

D. Mayor and Commission Remarks – Mayor Daniel Dietch

Commissioner Paul would like to wish everyone a Happy New Year and celebrating creation and humanity. Saturday she will be attending a beach cleanup and hopes to see others out there as well.

Vice Mayor Gielchinsky would also like to wish everyone a Happy New Year and wished the community blessings and success. He also spoke regarding the event on Friday with the community and commended staff.

Mayor Dietch also wanted to reiterate what his colleagues said and wished everyone a Happy New Year.

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

Commissioner Paul made a motion to move Item 9B after consent. The motion received a second from Mayor Dietch and all voted in favor.

F. Community Notes – Mayor Daniel Dietch

Mayor Dietch commented that there is a swimming advisory in Surfside and they can receive more information on the Town website.

Special thanks to administration and to the staff for obtaining a community rating of 7 for flood insurance.

Commissioner Karukin asked how residents can take advantage of this.

Building Official Prieto, stated that the residents do not have to do anything that it will take affect automatically.

Mayor Dietch mentioned some housekeeping items including turtle nesting season, hurricane preparedness, code red system registration if they need assistance in the event of a natural disaster and one has to sign up and register ahead of time.

Mayor Dietch mentioned that the parking renewal passes started and passes can now be purchased. He mentioned the street sweepers coming around and to making sure that the vehicles are removed from the side of the road for the sweepers to come by.

The second budget hearing will be held on Wednesday September 26, 2018 at 5:01 and the Commission meeting will follow.

Mayor Dietch mentioned the recycling schedule and the dog park and making sure one cleans up after their dog. He mentioned the shuttle bus service and schedule.

2. Quasi-Judicial Hearings

None.

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

Commissioner Karukin made a motion to approve all consent agenda items minus the pulled items 9B and 3A, pages 2 and 4. Passing the gavel, the motion was seconded by Mayor Dietch and all voted in favor.

A. Minutes – Sandra Novoa, MMC, Town Clerk

- **August 14, 2018 Special Commission Meeting – Quasi-Judicial Hearing**
- **August 14, 2018 Regular Town Commission Meeting**

On Item 3A, page 2 remove the word “will” after the statement regarding Commissioner Paul; page 4 under Item 1A - “Call to Order” was Vice Mayor Gielchinsky who called the meeting to order at 7:14 p.m.

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

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

D. Committee Reports – Guillermo Olmedillo, Town Manager

- July 26, 2018 Design Review and Planning and Zoning Board Meeting Minutes
Adopted on Consent

- E. Florida City Government Week (October 22 – 28, 2018) –** Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, RECOGNIZING FLORIDA CITY GOVERNMENT WEEK ON OCTOBER 22 to 28, 2018 AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES; AND PROVIDING FOR AN EFFECTIVE DATE.

Approved on consent.

- F. Independent Audit Re-Engagement Resolution –** Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE ENGAGEMENT LETTER WITH MARCUM LLP FOR FINANCIAL AUDITING SERVICES FOR FISCAL YEAR ENDING SEPTEMBER 30, 2018; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE ENGAGEMENT LETTER; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approved on consent.

- G. Resolution Authorizing an Interlocal Agreement with Miami-Dade County to Allow the Town of Surfside, Pursuant to Section 8CC-11 of the Miami-Dade County Code of Ordinances, to Enforce Section 21-81 of the Miami-Dade County Code –** Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY TO ALLOW THE TOWN, PURSUANT TO SECTION 8CC-11 OF THE MIAMI-DADE COUNTY CODE OF ORDINANCES, TO ENFORCE SECTION 21-81 OF THE MIAMI-DADE COUNTY CODE; PROVIDING FOR NECESSARY AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approved on consent.

- H. Childhood Cancer Awareness Month Proclamation –** Mayor Daniel Dietch
Mayor Dietch introduced the item and presented the proclamation.

- I. School Resource Officer –** Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF SURFSIDE, FLORIDA, THE VILLAGE OF BAL HARBOUR, FLORIDA, AND THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, FOR CONTRIBUTION TO THE COST OF

SCHOOL RESOURCE OFFICER FOR THE RUTH K. BROAD K-8 CENTER SCHOOL; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approved on consent.

4. Ordinances

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

A. Second Reading Ordinances

1. Modifications to Planning and Zoning Board and Dissolving the Development Impact Committee – Guillermo Olmedillo, Town Manager

AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 “ZONING” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES TO ABOLISHING THE DESIGN REVIEW BOARD, MODIFYING THE PLANNING AND ZONING BOARD MEMBERSHIP AND RESPONSIBILITIES, ABOLISHING THE DEVELOPMENT IMPACT COMMITTEE, AND REVISING THE DESIGN REVIEW GROUP REVIEW REQUIREMENTS; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

Deputy Clerk Riera read the title of the ordinance.

Commissioner Paul had a question of who appoints the alternate board members.

Town Attorney Mehaffey explained that the two at large seats are appointed by the Commission as a whole as alternate one and two and if one board member is absent, then alternate one votes, and when two board members are absent then alternate one and two will vote.

Vice Mayor Gielchinsky clarified that alternate one is a professional seat and alternate 2 is a non-professional seat.

Vice Mayor Gielchinsky stated that he will be proposing to appoint the two Design Review Board members to the two Planning & Zoning Board alternate seats.

Vice Mayor Gielchinsky made a motion to approve the ordinance on second reading. The motion was seconded by Commissioner Paul. Motion carried 4-1 with Commissioner Karukin voting in opposition.

2. Modification to Building Length Requirements to Permit Redevelopment of Existing Structures Destroyed by Acts of God -
Guillermo Olmedillo, Town Manager

AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA AMENDING SECTION 90-51 “MAXIMUM FRONTAGE OF BUILDINGS AND FACADE ARTICULATIONS.” OF “CHAPTER 90 ZONING” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES TO ADDRESS APPLICABILITY OF MAXIMUM BUILDING LENGTH REQUIREMENTS FOR EXISTING BUILDINGS IN THE H30C AND H40 ZONING DISTRICTS; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

Deputy Clerk Riera read the title of the ordinance.

Vice Mayor Gielchinsky stated that he was asked by the Planning & Zoning Board for the Commission to defer this item. They have an issue with the grandfathering clause and preexisting nonconforming condition and if zoning is there to bring everyone into conformity, then the Town Commission is basically giving certain individuals variances for grandfathering them under certain conditions. The Board would like to ask for further input by the Town Commission.

Discussion continued among the dais regarding this item and the concern the Planning & Zoning Board has regarding this issue.

George Kousoulas, Surfside resident, spoke on this item.

Vice Mayor Gielchinsky made a motion to defer this item to the October 9, 2018 meeting at 7:00 p.m. The motion was seconded by Commissioner Paul which carried 5-0 on roll call vote.

3. Aggregation of Single Family Lots – Guillermo Olmedillo, Town Manager *[Item to be deferred to October 9, 2018 Regular Town Commission Meeting]*

AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA AMENDING SECTION 90-45 “SETBACKS” OF “CHAPTER 90 ZONING” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES

TO PROVIDE SETBACKS AND MAXIMUM SECOND STORY FLOOR AREAS FOR CERTAIN LOTS IN THE H30A AND H30B ZONING DISTRICTS; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

Deputy Clerk Riera read the title of the ordinance.

Vice Mayor Gielchinsky made a motion to defer this item to the October 9, 2018 meeting at 7:00 p.m. The motion was seconded by Commissioner Cohen which carried 5-0.

Mayor Dietch opened the floor to public hearing, seeing no speakers, the public hearing was closed.

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

B. First Reading Ordinances

1. Municipal Zoning Equivalencies – Guillermo Olmedillo, Town Manager

AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90, “ZONING,” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES TO CHANGE THE LIST OF PERMITTED USES IN THE MU AND CF ZONING DISTRICTS, CREATE A NEW MU(30) ZONING DISTRICT PROVIDING THE SAME DENSITY, HEIGHT AND AN EQUIVALENT INTENSITY AS THE H30C ZONING DISTRICT, TO PROVIDE DEVELOPMENT DENSITY AND INTENSITY EQUIVALENCY DATA FOR MUNICIPAL PROPERTIES, AND TO EXEMPT MUNICIPAL PROPERTY FROM THE LAND DEVELOPMENT REGULATIONS WHILE MAINTAINING EXISTING DENSITY, INTENSITY AND HEIGHT RESTRICTIONS FOR THOSE MUNICIPAL PROPERTIES; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

Deputy Clerk Riera read the title of the ordinance.

Mayor Dietch opened the public hearing.

Town Manager Guillermo Olmedillo stated that two issues are being addressed regarding these properties and explained the differences of the zoning pertaining to municipal properties.

George Kousoulas spoke regarding this item has concern on the delivery of the ordinance.

Mayor Dietch asked Town Attorney Arango if she had reviewed this ordinance and Town Attorney Arango stated that she did review this ordinance and there is no change in height or density.

Discussion continued regarding the parcels and this ordinance and receiving a second opinion on this item.

Commissioner Paul made a motion to defer this item. The motion was seconded by Commissioner Karukin.

Commissioner Karukin feels it might be in violation of Section 4 of the Town Charter.

The motion died on a 2-2 vote with Commissioner Cohen being absent and Vice Mayor Gielchinsky and Mayor Dietch voting in opposition.

Commissioner Karukin made a motion to approve this Ordinance on first reading with the condition that this be reviewed and the Town Commission receive an opinion from an outside source recommended by Weiss Serota to review Section 4 and then go before the Planning & Zoning Board for review and bring back to the Town Commission for second reading at the October Town Commission meeting. Passing the gavel, the motion received a second from Mayor Dietch. The motion carried 4-1 with Commissioner Paul voting in opposition.

5. Resolutions and Proclamations

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

A. Employee Health Benefits Contract Renewal for FY 2018-2019 – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING UNITED HEALTHCARE TO PROVIDE EMPLOYEE HEALTH INSURANCE, GUARDIAN TO PROVIDE DENTAL AND VISION COVERAGE, AND MUTUAL OF OMAHA TO PROVIDE LIFE AND DISABILITY INSURANCE TO TOWN EMPLOYEES FOR FISCAL YEAR 2018/2019; AUTHORIZING THE TOWN MANAGER TO ENTER INTO ANY NECESSARY AGREEMENTS WITH UNITED HEALTHCARE AND

OTHER PROVIDERS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Deputy Clerk Riera read the title of the resolution.

Town Manager Olmedillo spoke regarding working with United Health and the Human Resources Director to try and obtain the best quote/price possible. United Health is the best one being offered to the employees.

Mayor Dietch asked Human Resources Director Yamileth Slate-McCloud if this is the best one possible.

Human Resources Director Yamileth Slate-McCloud stated that yes, it is the best one available with only a 4.9% increase and the average is 12% to 15% increase and the employees are happy with this.

Commissioner Paul asked how the Commission could take advantage of this.

Human Resources Director Yamileth Slate-McCloud stated that in summary you have to be considered an employee and there are a minimum of hours you have to work to be considered an employee and technically the Commission is not considered employees.

Commissioner Karukin stated that Bay Harbor also debated that issue as well and explained what Bay Harbor did.

Vice Mayor Gielchinsky stated that he spoke with a Commissioner in Bay Harbor and he stated that technically the Commission at Surfside are considered employees even if they get paid \$1.00.

Commission thanked Human Resources Director Yamileth Slate-McCloud for all her work.

Commissioner Paul made a motion to approve the resolution. The motion was seconded by Vice Mayor Gielchinsky. The motion passed 4-1 with Commissioner Cohen absent.

Vice Mayor Gielchinsky made a motion asking staff to look at what Bay Harbor Islands did and to speak with our insurance brokers to see if insurance can be provided to the elected officials. The motion carried 4-1 with Commissioner Cohen absent.

B. Solid Waste Assessment Resolution – Guillermo Olmedillo, Town Manager

A RESOLUTION OF TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, RELATING TO SOLID WASTE MANAGEMENT SERVICES, INCLUDING COLLECTION, DISPOSAL AND RECYCLING OF SOLID WASTE IN THE TOWN OF SURFSIDE, FLORIDA; AMENDING THE INITIAL

ASSESSMENT RESOLUTION; ESTABLISHING THE RATE OF ASSESSMENT; IMPOSING SOLID WASTE SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE TOWN OF SURFSIDE, FLORIDA; APPROVING THE ASSESSMENT ROLL; CONFIRMING THE INITIAL ASSESSMENT RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Deputy Clerk Riera read the title of the resolution.

Town Manager Olmedillo stated that the Town has not raised the rates and that the Town's services are one of the best and he asked the Finance Director to give the presentation.

Interim Finance Director Wallace gave a presentation of the item and explained the assessment, the increase and the rate structure and how it is assessed. The recommendation is a rate increase of 15%.

Discussion continued between Interim Finance Director Wallace and the Town Commission on this item and the issue other municipalities are encountering with recycling.

Steve Kram, Surfside resident, spoke on this item and agreed that if a resident uses a lot of trash then they should pay for that and he should only pay for his usage and not extra for someone else's trash like tree trimmings. He feels each household should only pay for their individual usage and not for others.

Mayor Dietch asked Town Manager Olmedillo to coordinate a workshop on this item and coordinate with Mr. Kram to be in attendance.

Interim Finance Director Wallace spoke regarding the Bal Harbor rate for multi-family and the single home rates. He also read the emails and letters with comments from residents regarding the rate increase that were not able to attend the meeting and those emails are residents not in favor of the rate increase and assessment.

Town Manager Olmedillo stated that they are looking into those properties that are vacant and should not be receiving a trash bill and the Town is going through and cleaning up the records and removing those from the roll.

Vice Mayor Gielchinsky made a motion to approve the resolution. The motion was seconded by Commissioner Karukin. The motion carried 4-1 with Commission Cohen absent.

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.

Eliana Salzhauer spoke regarding development in Surfside that must involve residents before big developments get approved.

Jennifer Rotker spoke regarding the hotels that have been trimming the foliage and sea grapes which is illegal and would like to have something done to stop these hotels from doing this.

Steve Kram spoke regarding being able to pay bills to the Town electronically and not have to write checks to pay the Town.

Mayor Dietch answered Mr. Kram's concern and explained how it can be done automatically and encouraged Mr. Kram to reach out to the Manager to get assistance.

Clara Diaz Leal spoke on the item and explained the difference between ACH and bill pay and that is where he might be running into his bill paying issue.

Commissioner Paul commented on the issue of the trimming of the sea grapes.

Town Manager Olmedillo stated that he forwarded it to Code Enforcement and he will forward an email to the Commission once Code Enforcement comes back with their findings.

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. Board and Committee Appointments [Verbal]– Sandra Novoa, MMC, Town Clerk

- *Sustainability and Resiliency Committee*
 - *Mayor Daniel Dietch*
 - *Commissioner Barry Cohen*
- *Police Pension Board – At Large*
- *Planning and Zoning Board – At Large*

Vice Mayor Gielchinsky appointed the two Design Review Board members as Planning and Zoning Board members with Marina Gershanovich as alternate number 1 and Rochel Kramer as alternate number 2.

Vice Mayor Gielchinsky motioned to approve the appointments of Marina Gershanovich and Rochel Kramer to the Planning and Zoning Board. The motion was seconded by Commissioner Karukin and all voted in favor.

Commissioner Paul appointed William Blumenkranz to the Police Pension Board. Passing the gavel, Mayor Dietch seconded the motion with the condition that the if the appointment is not serious then to bring the appointment back for reconsideration. Motion carried 5-0.

Mayor Dietch made a motion to appoint Roberto Izaurrealde to the Sustainability and Resiliency Committee. The motion was seconded by Commissioner Paul and all voted in favor.

B. Household Domestic Pet Limit – Mayor Daniel Dietch

Mayor Dietch spoke regarding emails received expressing some concern on a code condition that is listed that limits domestic animals to two per household. He mentioned that he knows there might be many residents in violation because of the number of pets but it is a feeling of concern. He wanted to have a discussion to see if there is a better way for this to be regulated and if it should rely on a number or make it a priority to the code compliance.

Discussion continued regarding the concern of this item and the issues some residents are having and how to address it, regulate it and how the Commission feels on how many animals and/or pets a resident may have due to the noise and litter.

Commissioner Paul mentioned her concern regarding feeding community cats and the cat feeders getting harassed for feeding the feral cats and they could be fined. She also mentioned some type of cat feeders.

Discussion continued among the dais regarding feral cats and the goal of how many pets should be allowed in the neighborhood.

Mayor Dietch asked Town Manager Olmedillo to work on a community-based approach and reach out to Miami Beach and to report back to the Town Commission. Also for Town Manager Olmedillo to reach out to neighboring municipalities and ask about their cat issues and report back to the Town Commission.

Vice Mayor Gielchinsky made a motion to approve the direction from Mayor Dietch. The motion was seconded by Commissioner Paul. The motion carried 4-1 with Commissioner Cohen voting in opposition.

There being no further business to discuss before the Town Commission, Commissioner Karukin made a motion to adjourn the meeting and the motion received a second from Commissioner Paul. The meeting adjourned at 9:26 p.m.

Respectfully submitted,

Accepted this _____ day of _____, 2018.

Daniel Dietch, Mayor

Attest:

Sandra Novoa, MMC
Town Clerk

1. Opening

A. Call to Order

Mayor Dietch called the meeting to order at 5:07 p.m.

B. Roll Call of Members

Deputy Clerk Riera called the roll with the following members present: Mayor Dietch, Commissioner Paul and Commissioner Karukin. Vice Mayor Gielchinsky and Commissioner Cohen were absent.

C. Pledge of Allegiance

Police Chief Julio Yero led the pledge of allegiance.

2. Resolution Adopting a Final Millage Rate for FY 2019– Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ADOPTING THE FINAL MILLAGE RATE FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2018 AND ENDING SEPTEMBER 30, 2019; ANNOUNCING THE PERCENTAGE DECREASE IN THE ADOPTED FINAL MILLAGE RATE BELOW THE ROLLED BACK RATE COMPUTED PURSUANT TO STATE LAW; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

Deputy Clerk Riera read the title of the resolution.

Commissioner Cohen arrived at 5:09 p.m.

Interim Finance Director Christopher Wallace explained that that statutes contemplate the millage rates in different forms. If there is not unanimity in the millage rate then it goes down to two thirds vote or majority vote and, in most cases, what occurs is that the millage rate being proposed would do down. Since there are only four votes, the Town will end up adopting a higher millage rate. He mentioned that the Commission can have discussions on the item before the fifth member arrives for the vote.

Commissioner Paul made a motion to discuss the item. Commissioner Karukin seconded the motion and all voted in favor.

Town Manager Olmedillo introduced the item and provided a brief overview.

Vice Mayor Gielchinsky arrived at 5:20 p.m.

Interim Finance Director Wallace presented the final budget to the Town Commission and answered questions from the Town Commission.

Commission Karukin made a motion to adopt the millage final millage rate of 4.5 for fiscal year 2018-2019. The motion was seconded by Vice Mayor Gielchinsky.

Town Attorney Arango stated that the Town of Surfside has a roll back rate of 4.8463 mills. The final millage rate proposed tonight to be levied at 4.5000 mills, which is less than the roll back rate by 7.15%. There is no proposed increase in ad valorem tax revenues in this millage rate.

The motion carried 5-0 on roll call vote.

3. Public Comment

Mayor Dietch opened for public comments.

Victor May of 9117 Froude Avenue spoke on the item.

4. Resolution Adopting a Final Budget for FY 2019 - Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ADOPTING A FINAL BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2018 AND ENDING SEPTEMBER 30, 2019; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR EXPENDITURE OF BUDGETED FUNDS; PROVIDING FOR BUDGETARY CONTROLS; PROVIDING FOR GRANTS AND GIFTS; PROVIDING FOR BUDGET AMENDMENTS; PROVIDING FOR ENCUMBRANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

Deputy Clerk Riera read the title of the resolution.

Commissioner Karukin made a motion to approve the final budget for fiscal year 2018-2019. Vice Mayor Gielchinsky seconded the motion.

Commissioner Karukin asked what would need to be done to allocate \$20,000 for the possibility of a referendum. Town Manager Olmedillo commented that there is a certain flexibility on the use of reserves for contingencies that can fund something like this should it be necessary and would then come before the Town Commission for a budget amendment.

The motion carried 5-0 on roll call vote.

Mayor Dietch wanted to correct the record on some points with regards to water and sewer rates, hiring of town staff, the town hall generator and town vehicles.

5. Public Comment

Mayor Dietch opened for public comments.

Victor May of 9117 Froude Avenue spoke on the item.

6. Adjournment

There being no further business, Commissioner Karukin made a motion to adjourn the meeting at 5:41 p.m. The motion was seconded by Vice Mayor Gielchinsky and all voted in favor.

Respectfully submitted,

Accepted this _____ day of _____, 2018

Daniel Dietch, Mayor

Attest:

Sandra Novoa, MMC
Town Clerk

1. Opening

A. Call to Order

Mayor Dietch called the meeting to order at 6:02 p.m.

B. Roll Call of Members

Deputy Clerk Riera called the roll with the following members present: Mayor Deitch, Vice Mayor Gielchinsky, Commissioner Paul, Commissioner Karukin and Commissioner Cohen

C. Pledge of Allegiance

Chief Yero led the Pledge of Allegiance

2. Public Private Partnership (P3) - Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING EVALUATION AND NEGOTIATION OF AN UNSOLICITED PUBLIC-PRIVATE PARTNERSHIP (P3) PROPOSAL FOR THE DESIGN, CONSTRUCTION, FINANCING, OPERATION AND MAINTENANCE OF “SURFSIDE CIVIC CENTER” ON THE CURRENT TOWN HALL SITE, LOCATED AT 9293 HARDING AVENUE, AND THE MUNICIPAL PARKING LOT IMMEDIATELY NORTH OF TOWN HALL, LOCATED ON 93RD STREET, INCLUDING A NEW TOWN HALL, POLICE STATION, AND MIXED-USE RETAIL/RESTAURANT, OFFICE SPACE, PARKING GARAGE AND COMMUNITY RECREATIONAL SPACE (“PROJECT”); AUTHORIZING AND DIRECTING THE TOWN MANAGER TO IMPLEMENT THE PROCEDURES OF SECTION 255.065, FLORIDA STATUTES, APPLICABLE TO THE EVALUATION AND NEGOTIATION OF THE P3 PROPOSAL; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR EFFECTIVE DATE.

Deputy Clerk Riera read the title of the resolution.

Commissioner Paul made a motion for discussion purposes and public input. The motion received a second from Commissioner Cohen.

Town Manager Olmedillo and Town Attorney Mehaffey presented the Town Commission with a PowerPoint presentation.

Alex Tachmes from Shutts & Bowen LLP representing Pointe Development Company presented a PowerPoint presentation to the Town Commission.

Mayor Dietch opened the meeting to the public for public comments.

The following speakers spoke on the item:

- Michael Dranoff
- Johanna Ostrander
- Oliver Sanchez
- Judy Martinez
- Jalil Thurber
- Jeffrey Platt
- Paul Novack
- Nathale Benamon
- Eliana Salzhauer
- Patricia Fernandez
- Peter Neville
- Lou Cohen
- George Kousoulas
- Marianne Meischeid
- Jennifer Rotker
- Robin Hopkins
- Andre Souloff Miranda
- Stuart Batten read a statement on behalf of Tricia Fowley
- Pamela Salem O'Hagan
- Michael Vatur
- Galen Bakken
- Anthony Blate
- Clara Diaz-Leal
- Alan Rubin
- Steven Dunn
- Chana Afron
- Bernie Wallman
- Sol Colon
- Benton Launerts
- Yolanda Gonzalez
- Eliana Salzhauer read a statement on behalf of Victoria Saife
- Sindy Posso
- Randi MacBride
- John Proni
- David Epstein
- David Epstein
- Retta Logan
- Mauricio Rodriguez
- Sasha Plutno

- Frank MacBride
- Elizabeth Cimadevilla
- Joshua Epstein
- Raul Cobo
- Sheryl Goldberg

In response to the public comments, Alex Tachmes stated that this is the first public meeting of a series of public meetings and that they look forward to meeting the community and educating everyone about the project. They will honor the same parking fee currently paid by the residents. He spoke about the site plan process that the project will have to undergo if it goes forward.

Mayor Dietch stated that there were letters submitted by residents regarding their opinions on the project and that such letters are public record and may be requested through the Town Clerk.

Mayor Dietch spoke about the process and stated that what was before them is just a concept. What was submitted is a concept and due to the Florida Statutes regarding P3s, the Town was unable to share the information with the public until the actual agenda was published which was a week before the meeting. He believes this is a controversial item with many emotions and invited his colleagues to share their thoughts.

Commissioner Paul asked the legal team about the resolution presented and what the implications were of rejecting, tabling or deferring the resolution. Town Attorney Arango responded that the resolution was intended in the event the will of the Commission was to give additional direction to move forward and continue the evaluation process of the P3 proposal pursuant to the State statutes. It is the Commission's will, if they wish, to continue to evaluate the proposal and provide administration with further direction and how to proceed.

Commissioner Cohen spoke about democracy and the interested electorate and citizens that the Town has. He stated that it is the people's decision to make, but to have in mind that per the scientists, the Town will be under water in 20 years. It's a commissioner's job is to do what is best for the Town and this is the first step of a long journey.

Vice Mayor Gielchinsky spoke about the different Town boards and committees and the difficulties in finding residents to volunteer and urged everyone to be involved and to be civic minded. He stated that sometimes when residents attend meetings and provide feedback it helps shape their minds.

He spoke about the background of how the Town got to this point. After not deciding where to build after various meetings, Vice Mayor Gielchinsky advised to put out a Request of Expression of Interest (RFEI).

The Town advertised and went through an RFEI process with very poor responses. After that, the suggestion that Vice Mayor Gielchinsky had as an experienced land use attorney was to allow the developers to submit to the Town ideas. The way a partnership works is that

the Town will have to contribute with land so that there is no tax increase to the property owners. He stated that the concept is a parking structure with no cost to the Town.

Vice Mayor Gielchinsky spoke about the two unsolicited proposals that the Town has received which included Town Hall and one for the Abbott Lot that it is still pending. He stated that he has the same information and handouts that the residents have and that this is the first public meeting to present the project. He also mentioned that one of the perks about a P3 project is that all the analysis, professionals and experts that the Town uses for the evaluation process, will be paid by the developers. He also spoke about sea level rise and the future of Surfside

Commissioner Karukin stated that he came into the meeting thinking that they could come to a middle ground but after hearing all the comments he believes in the preservation of a small town feel which he feels has been eroded. The P3 idea in his opinion is a giveaway and he does not like the idea and they are only necessary if there is a compelling need which he does not see here. He stated that if the resolution is adopted he will do everything in his power to make sure this goes to a referendum. He believes that this is all premature until the visioning process for Surfside is complete; which they allocated \$100,000 during the budget process. This process will give the residents a new opportunity since the Town has a new generation. He also believes that the Town is built out enough and this project is too big of an impact for the small-town feel. The project will bring more traffic and congestion and it is not right for the Town. He likes the building but it is not right for the Town and he will not vote in favor of the resolution.

Commissioner Paul asked for legal direction regarding the resolution. She stated that when she received the packet, and saw the resolution, she didn't think that was what the meeting was going to be about. She believes that it is a beautiful project and some residents do support it but there are way more residents that do not support it. She stated that she agreed with former Mayor Novak's comments and Commissioner Karukin's and she is looking for legal direction on what to do.

Mayor Dietch spoke about a Miami Herald article that speaks about the parking shortage in Surfside back in 1986. He spoke about their responsibility to listen to the constituents and set policies that they believe is in the best interest of the community. He spoke about the solution provided back in 1986 of putting a second deck on the Abbott Lot to fix the issue. He stated that the code requires certain businesses to provide certain amounts of parking and in the multi family district there is a shortage of parking. He spoke about what they have done as policy makers. They have turned to a process that is prescribed by the state that is fair and that if you are not paying attention you will think it was sprung on you.

The Town Commission has been discussing this process for a good part of a year which brings them to today. He stated that the project today requires a referendum, and we are at the beginning of the process. What the developers have proffered is to have communication with the community so that there is a better understanding of the project. He understands that there is no comfort among the community and he is certain that there is no comfort on the developer's side.

Mayor Dietch asked the community to be open minded and to learn more before they reach a conclusion, recognizing that the way the law is written today, the ultimate decision lays on the electorates. He stated he has a lot confidence in the people and he would like to give this opportunity a fair chance.

Commissioner Cohen commended the Mayor on a great meeting and spoke about a video with the mayor regarding sea level rise. He stated that this is the beginning of the process and that no one knows where it is going to end. He spoke about the charrette and how people were not in favor and at the end everyone came together and came up with a beautiful design. He asked everyone to be open minded and address the issue. We have an obligation to do what's necessary to retrofit our Town when dealing with sea level rise.

Commissioner Paul stated that she has attended some sea level rise meetings and that this project has nothing to do with sea level rise. She thinks it is a beautiful project and she is trying to look at it with an open mind but she feels that the resolution has been placed in front of them to decide today and she is not prepared to do that on the first day of discussion. She stated that she does not want to be the person who is not the visionary and is not progressive because she believes in progression and that there is a vision there. She does not want to be the one to shut the doors on them but at the same time the residents have spoken.

Commissioner Karukin spoke about the impact of such a big project and believes the item should be tabled or do nothing with it until the visioning process is completed.

Vice Mayor Gielchinsky stated that he would like to see more reports done. He would like a traffic analysis, a planning report, and a feasibility study.

After some discussion amongst the members of the Town Commission, Commissioner Karukin made a motion to disregard the resolution. The motion received a second from Commissioner Paul.

Commissioner Paul suggested to write a full-page article in the Gazette explaining the project.

Mayor Dietch provided a few amendments to the resolution as follows:

Page 3 - first WHEREAS clause:

WHEREAS, the Town Commission directs that the Town Manager and administration continue to evaluate the Proposal and negotiate with Surfside Town Center Group for the Project., ~~including the engagement of all necessary advisors or consultants needed or required, in accordance with Section 255.065, Florida Statutes, to properly evaluate the P3 Proposal, and analyze the cost effectiveness and public benefit for the purpose of negotiating and entering into a comprehensive agreement with Surfside Town Center Group for the Project.~~

Section 2. Finding of Public Purpose. The Town Commission finds that the Project, including the construction of a parking garage facility, ~~will~~ may serve a public purpose and benefit and may constitutes a “qualifying project” as defined in Section 255.065, Florida Statutes, for public-private partnerships, and finds that further evaluation of the P3 Proposal is necessary in accordance with Section 255.065, Florida Statutes.

Page 3 and 4

Section 23. Direction to Town Manager and Administration; Implementation. The Town Manager and Administration are directed to continue to evaluate the Proposal, ~~and negotiate with Surfside Town Center Group for the Project, including the engagement of all necessary advisors or consultants needed or as required by Section 255.065, Florida Statutes, to properly evaluate the P3 Proposal, and analyze the cost effectiveness and public benefit for the purpose of negotiating and entering into a comprehensive agreement with Surfside Town Center Group for the Project.~~ The Town Manager and Administration are further directed to implement the procedures of Section 255.065, Florida Statutes, applicable to the evaluation of an unsolicited proposal ~~and negotiation of a comprehensive agreement for the Project,~~ and to take all action necessary to accomplish the purposes of this Resolution.

Section 34. Effective Date. This Resolution shall take effect immediately upon its adoption.

Resolution Title:

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING EVALUATION ~~AND NEGOTIATION~~ OF AN UNSOLICITED PUBLIC-PRIVATE PARTNERSHIP (P3) PROPOSAL FOR THE DESIGN, CONSTRUCTION, FINANCING, OPERATION AND MAINTENANCE OF “SURFSIDE CIVIC CENTER” ON THE CURRENT TOWN HALL SITE, LOCATED AT 9293 HARDING AVENUE, AND THE MUNICIPAL PARKING LOT IMMEDIATELY NORTH OF TOWN HALL, LOCATED ON 93RD STREET, INCLUDING A NEW TOWN HALL, POLICE STATION, AND MIXED-USE RETAIL/RESTAURANT, OFFICE SPACE, PARKING GARAGE AND COMMUNITY RECREATIONAL SPACE (“PROJECT”); AUTHORIZING AND DIRECTING THE TOWN MANAGER TO IMPLEMENT THE PROCEDURES OF SECTION 255.065, FLORIDA STATUTES, APPLICABLE TO THE EVALUATION ~~AND NEGOTIATION~~ OF THE P3 PROPOSAL; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR EFFECTIVE DATE.

Page 2 – second WHEREAS clause:

WHEREAS, in response to the published Notice of Receipt of Unsolicited Proposal, the Town did not receive other proposals for the Project, and wishes to proceed to further evaluate the P3 Proposal ~~and negotiate in good faith a comprehensive agreement with the Surfside Town Center Group;~~ and

Town Attorney Arango stated that there was a previous motion and a second and a vote must be called. Mayor Dietch asked the Deputy Clerk to call the roll on the motion. The motion failed 2-3 with Commissioner Cohen, Vice Mayor Gielchinsky and Mayor Dietch voting in opposition.

Vice Mayor Gielchinsky made a motion to adopt the resolution as prepared by the Town Attorney but with the Mayor's amendments. The motion received a second from Commissioner Cohen. The motion carried 3-2 with Commissioner Karukin and Commissioner Paul voting in opposition.

3. Adjournment

Commissioner Cohen made a motion to adjourn. The motion received a second from Vice Mayor Gielchinsky and the meeting adjourned at 10:17 p.m.

Respectfully submitted,

Accepted this _____ day of _____, 2018

Daniel Dietch, Mayor

Attest:

Sandra Novoa, MMC



TOWN MANAGER'S REPORT

OCTOBER 9, 2018

COMMUNITY PROGRAMS / INITIATIVES / ENHANCEMENTS

- I. **SEE CLICK FIX REPORT** – See Attachment “A”
- II. **SOCIAL MEDIA REPORT** – See Attachment “B”
- III. **COMMUNITY GARDEN UPDATE** – See Attachment “C”
- IV. **DEVELOPMENT APPLICATIONS STATUS**

A. 8851 Harding – The applicant has resubmitted plans for a 28 unit development. The DIC meeting was held on March 26, 2018. A Planning and Zoning Board meeting will be scheduled once the applicant addresses outstanding comments.

B. 8995 Collins – A site plan was submitted on May 19, 2017. Three DRG meetings were held on June 19, 2017, August 24, 2017, and September 28, 2017. The DIC meeting was held on November 16, 2017. The application was heard at the February 22, 2018 Planning and Zoning Board meeting where it was deferred. Since, it has been deferred five times for different reasons, such as, revision of the traffic analysis, lack of quorum, and the applicant’s request for a deferral. The application will be scheduled for a Town Commission meeting, once the Planning and Zoning Board issues its recommendation on October 25, 2018.

C. 9300 Collins – A site plan was submitted on May 31, 2018 for a 207 room hotel development. The plans were reviewed by staff and a DRG meeting was held on June 27, 2018. The applicant has submitted revisions and a second DRG meeting was held on August 30, 2018. Once all DRG technical comments are met, a DIC meeting will be scheduled.

V. TOWN DEPARTMENTS

Code Compliance Division

A. Code Violation Cases: As of September 25, 2018, the total number of active, open cases being managed is 187; of these cases, 95 cases are still under investigation and are working towards compliance; 4 cases are on-hold; 17 are in the Special Master hearing queue; 8 cases are in post-Special Magistrate action status; and 63 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: 91 cases have paid/settled through September 25, 2018 for a total collection of \$28,676
- 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

Monthly Budget to Actual Summary as of August 31, 2018 – See Attachment "D"

Police Department

A. September 2018 Significant Incidents/Arrests:

- Loitering and Prowling Arrest – September 12, 2018 at 0543 hours: 91st Street and Collins Avenue. An officer observed a male loitering in a front yard in the 9000 block of Harding Avenue. The officer circled the block and lost sight of the subject. The subject was located at 91st Street and Collins Avenue. The subject who does not reside in Surfside was unable to provide a reason for being at the residence and failed to dispel the officers fear for life and property.
- Death Investigation – September 13, 2018 at 1723 hours: 9000 block of Collins Avenue. A decomposed deceased body was discovered inside an apartment. The Miami-Dade Police



Department’s Homicide Unit was notified. There was no indication of foul play on scene. The autopsy revealed no trauma, the cause of death is pending toxicology results.

- o Animal Rights Demonstration – September 17, 2018 from 1902 -2052 hours: 9500 block east alley. Approximately 15 animal rights activists gathered behind the Shul protesting the treatment of animals associated with Yom Kippur activities.

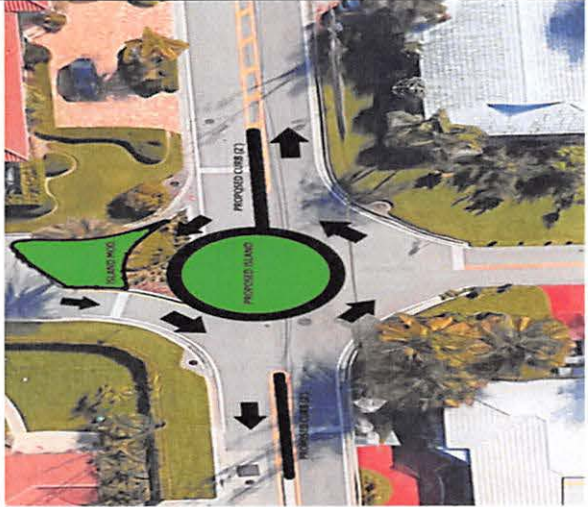
B. Traffic Mitigation Program Status Report

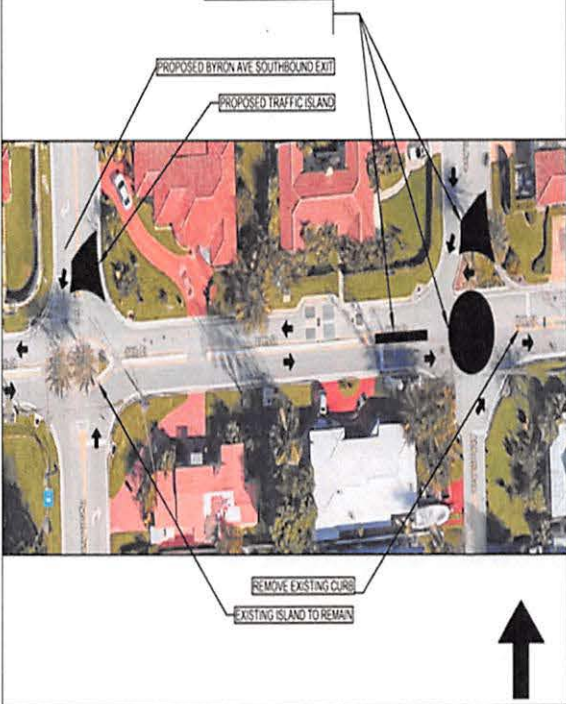
Public safety is the number one priority for the Town of Surfside. Along with public safety, quality of life is a focus of the Town. One element that impacts both public safety and quality of life is traffic. Traffic has increased significantly in recent years on Collins Avenue and Harding Avenue regionally as well as locally in Surfside. These roadways are major north/south thoroughfares for vehicles to avoid I-95 and Biscayne Boulevard traffic congestion. Lane closures at developments in Surfside and neighboring jurisdictions add to this traffic overcrowding. Drivers have learned they can avoid the backup on Collins Avenue and Harding Avenue by traveling west into the residential neighborhoods. There are no sidewalks in the single-family home areas of Surfside and with many families and children who play, walk and bike on the streets, traffic mitigation strategies are continuous for the Town Commission and Staff in our goal to keep Surfside safe and enjoyable. In order to accomplish our goals Staff works in partnership with the State of Florida Department of Transportation and Miami-Dade County authorities who have jurisdiction over the roads in Surfside. The following chart illustrates and tracks the progress of this ongoing effort.

#	Timeframe	Initiatives	Status	Update(s)
1	Short Term (0 – 6 months)	95 th Street & Harding Avenue (westbound), left Turn lane added. 300 block of 95 th Street (eastbound), right turn lane added.	Closed	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. As of 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

				<p>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>Closed</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) <p><u>Public Works relocated the stop sign and stop bar at Carlyle Avenue and 90th Street (for Northbound traffic on Carlyle Avenue) 15 feet north to allow for an enhanced traffic sight cone at the intersection.</u></p> 

3		New Stop Bar Reflectors	Re-Opened 09-2018	<p>New Stop Bar Reflectors Installed</p> <p><u>In September 2018, Public Works conducted an inspection of the Stop Bar Reflectors and determined which reflectors were non-operational. The vendor will be replacing the non-operational reflectors under warranty.</u></p> <p><u>Public Works ordered 24 new reflectors that will be installed at the following locations:</u></p> <ul style="list-style-type: none"> • <u>90th Street and Froude (all directions)</u> • <u>90th Street and Byron (all directions)</u> • <u>90th Street and Abbott Avenue (East and West directions)</u> <p><u>Yellow reflectors will be installed prior to the speed bumps in the 9500 block of Byron Avenue to alert drivers</u></p>
4		New Speed Bumps	Closed	<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 • 9500 block of Byron Avenue (second speed bump)
5		<p>Revisit Street Closure</p> <ul style="list-style-type: none"> ○ 94th Street / Abbott Avenue ○ 	Closed	Town Commission approved a motion against revisiting this item.
6		<p>New Street Closure</p> <ul style="list-style-type: none"> ○ Byron Avenue (northbound) at 88th Street 	In progress	<p>Requires study, Miami-Dade County and Miami Beach approval.</p> <p>On 11-29-17, Town Manager, Chief Allen and Public Works Director 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.</p> <p>The above meeting resulted in a plan to add curbing to the 88th Street median extending it to Abbott Avenue. The result will prohibit drivers from executing illegal U turns disrupting the traffic flow and area residents which has been a continuous problem.</p> <p>The following traffic modification Project has been developed to improve the traffic flow at 88th Street and Abbott Avenue.</p>

				 <p>Public Works completed the installation of the pictured vehicular traffic pattern at 88th Street & Abbott Avenue. On March 12, 2018, a 60-day testing period will begin before final approval.</p> <p>The 60-day trial period before final approval continues. There have been no traffic accidents reported and no matters of concern have been brought to the attention of the Police Department.</p> <p>This item will be brought before the Town Commission at the May Commission Meeting for final approval.</p> <p>At the Special Town Commission Meeting held May 22, 2018, the Town Commission approved the below traffic pattern design (Option A) for 88th Street and Abbott Avenue. A traffic circle at Abbott Avenue on 88th Street will allow traffic to flow east, west and south. Traffic islands on Abbott Avenue and Byron Avenue at 88th Street will prevent vehicles from traveling north on those avenues from 88th Street.</p>
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				 <p>Public Works has begun work on the new traffic mitigation design on 88th Street & Abbott Avenue. The project is estimated to be completed by mid-July.</p> <p><u>Project completed.</u></p>
7		Loop Detector Installation	In progress	<p>CGA was authorized to move forward with the preparation of the bid documents for the traffic loops at three signalized intersections along Harding Avenue. 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. The east Stop Bar at 93 Street & Harding Avenue will be moved back.</p> <p>On 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>Loop detectors have been approved for Harding Avenue at 88th, 93rd and 94th Streets.</p> <p>On 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.</p> <p>On January 29, 2018, a Traffic Signal Modification Mandatory Pre-Bid Opening was held at 10:30 a.m. The Assistant Town Manager, CGA, Public Works and Police Department representatives attended. No bidders attended.</p> <p>On March 8, 2018, a Traffic Signal Modification Mandatory Pre-Bid Opening was held at 2:00 p.m. The Town has received two bids. The Public Works Department and CGA are evaluating the bids. Once the bids are evaluated and ranked, Town staff will present their recommendation for final bid selection and award to the Town Commission.</p> <p>In a letter dated April 16, 2018, reference Town of Surfside Traffic Signal Modifications ITB No. 2018-01 and CGA Project No. 15-8083, CGA Director of Construction Engineering, Robert McSweeney, provided an analysis of the two bids received for the Surfside Traffic Signal Modification Project and recommendation for award of Contract. Under Power Corp. was the apparent low bidder with a Base Bid of \$109,045.23. Upon review, they found the bid is complete and appropriate for the proposed work. In keeping with the Town to award a Contract to the most responsible and responsive bidder whose bid is in conformance with the Bidding Documents and is in the best interest of the Town, they recommend that the Town of Surfside award the contract for the referenced project to Under Power Corp.</p> <p>At the June 12th, 2018 Commission Meeting, the Town Commission voted to approve the recommendation from CGA awarding the contract to Under Power Corp. The project is moving forward pending CGA Notice to Proceed and required permitting.</p> <p>CGA has collected traffic counts and completed intersection analysis at the Harding Avenue and</p>
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			<p>88th Street, Harding Avenue and 93rd Street, Harding Avenue and 94th Street and Harding Avenue and 95th Street intersections. Next step is to complete new traffic counts and intersection analysis once the traffic loops at all four intersections have been installed. This traffic analysis will be summarized in a memorandum.</p> <p>Public Works Department and CGA held a pre-con meeting. Contractor applied for County permit. A Notice to Proceed (NTP) will be given when contractor has permit. 30 to 45 days for completion after start.</p> <p><u>On 8-8-2018, the awarded contractor, Under Power Corporation, submitted the following permit applications to Miami Dade County:</u></p> <p><u>Permit No. 2018006371 – Harding Av & 88 St</u> <u>Permit No. 2018006374- Harding Ave & 93 St</u> <u>Permit No. 2018006373 – Harding Ave & 94 St</u></p> <p><u>On 8-21-2018, Miami-Dade Traffic Engineering Division provided comments on their already approved plans. They had asked for one of the pedestrian signal phases to be modified.</u></p> <p><u>On 8-22-2018, Under Power Corporation picked up 18 revised signed and sealed sets from CGA.</u></p> <p><u>On 8-23-2018, the revised plans were submitted to the County for permitting by the contractor. It seems that the County has a 12-day turn-around for these permits. Bob McSweeney has been keeping track of the County's review time and the contractor has kept CGA informed every step of this process.</u></p> <p><u>For Harding Avenue and 95th Street, CGA received an email from David Hayes (Miami-Dade County) stating that they could not sign-off on the project because they needed revised plans to reflect the same pedestrian phase modifications requested at 88th Street, 93rd Street, and 94th Street. Revised plans for Harding Avenue and 95th Street will be submitted to Miami-Dade County on Monday 8-27-2018.</u></p>
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				<u>Under Power Corp., project manager Guillermo Vado, left the company on 09-14-18, and the new project manager is Eddie Macias e.macias@underpowercorp.com.</u>
8		Install a centerline curb on 95 th Street between Abbott and Byron Avenues	Closed	Public Works installed delineators to deter trucks from traveling west on 95 th Street.
9		Eliminate Crosswalks on Collins (north) & Harding (south) Avenues	Closed	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 	Closed	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	Open	Town 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	Closed	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. FDOT will not eliminate the left turn at 96 Street & Byron Avenue.
13		Install a crosswalk at 90 th Street & Harding Avenue (north side)	Open	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. The 200 block of 90 th Street has been converted to one-way traffic eastbound only. This new traffic pattern has eliminated the hazard of vehicles


				<p>traveling west across Harding Avenue at 90th Street where a curve hindered line of sight for drivers.</p> <p><u>No Turn on Red signage has been installed at 90th Street & Collins Avenue for vehicles traveling eastbound in the 200 block of 90th Street.</u></p>
14		<p>Send demand letters to mapping companies</p> <p>Waze – Free Community-based GPS, Maps & Traffic Navigation App</p>	Closed	<p>The Town became a Participating Member of the Connected Citizens Program. This is the Town's effort to address in real-time reported accidents and improve navigation throughout the Town.</p>
15	<p>Intermediate Term (7 – 18 months)</p>	<p>Create One-Way Streets</p> <ul style="list-style-type: none"> o 88th, 89th, 90th and 91st Street between Collins & Harding Avenues 	Closed	<p>A Town meeting was held July 18th, 2017, to present a new traffic pattern plan making 89th Street one-way only for westbound vehicular traffic from Collins Avenue to Hawthorne Avenue and 90th Street one-way only for eastbound vehicular traffic from Bay Drive to Collins Avenue.</p> <p>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 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.</p> <p>The new streetscape testing was initiated December 14, 2018. The testing has gone smoothly with no incidents to report thus far. A main focus has been directed toward providing information, answering questions and educating residents and all who travel the area on the details and goals of the project.</p> <p>At the February 13th, 2018 Town Commission Meeting the Town Administration was granted time extension of sixty days to the One-Way Street Project in order to survey the streets for ADA</p>


				<p>compliance in the pedestrian lanes and to acquire more data on traffic counts.</p> <p>A One-Way Streets Town Hall Meeting was held on March 28th, 2018. Notifications for the March 28th One-Way Streets Town Hall Meeting have been distributed via the following channels:</p> <ul style="list-style-type: none"> • Publicly Noticed Meetings and Agenda Packets (Town Commission & Planning & Zoning) • Letter mailed to residences on 89th and 90th streets for first meeting held in July (similar to planning & zoning notices) • Door hangers to residences on 89th and 90th streets • Posted notice at Publix and Starbucks • Multiple e-blasts • Website notices on the calendar and town news • Included in multiple gazette newsletters • Channel 93 • Nextdoor postings on the Town's page • Delivery of meeting notices to residences on 89th and 90th streets for second meeting held in March • Surveys on Nextdoor and SurveyMonkey <p>Town collected resident feedback through a number of these channels including emails and phone calls.</p> <p>At the April 10th, 2018 Town Commission Meeting, the Town Commission approved a motion to terminate the One-Way Street Project tested on 89th Street and 90th Street.</p> <p>On April 16th, 2018, Public Works returned the traffic pattern on 89th Street and 90th Street to two-way traffic west of Harding Avenue.</p>
16		<p>Design 91st Street Improvements</p> <ul style="list-style-type: none"> ○ Sidewalk, landscaping and buried utilities 	Open	Awaiting the study of walkability by FIU.
17		Road closure of 95 th Street and Abbott Avenue	Closed	On November 7, 2017, CGA submitted for review and approval Work Authorization No. 108 for Traffic Feasibility Study for Abbott Avenue and 95 th

				<p>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.</p> <p>On January 29, 2018, the Town Manager held a meeting with CGA Traffic Engineer Eric Czerniejewski, Asst. Town Manager Duncan Tavares, Public Works Director Randy Stokes and Captain Yero to review and discuss the Feasibility Study results.</p>
18	Long Term (19+ months)	Gate the area west of Harding Avenue and create a special taxing district.	Open	This item is provided here as a place holder.

#	Parking / Taxis	Status	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>	Closed	<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 at 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	Closed	<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>On 11-15-17, Chief Allen met with the management of the Azure Condominium regarding the taxi stand at 94th Street and 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.</p> <p>One person has voiced opposition with the location of the taxi stand being across the street because it is unsightly and wants it moved.</p> <p>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. 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.</p>
3	2018 Parking Permits for the 9400 and 9500 blocks of Byron Avenue	Closed	<p>The 2018 Byron Avenue Parking Permits are only for residents and their guests on the 9400 & 9500 blocks of Byron Avenue. The application and the registration process instructions were included in the December 2017 Surfside Gazette. Residents must provide proof of residency and may obtain up to 3 permits per household. Only residents and their guests may park in these areas with the proper permit all other vehicles are subject to being issued a parking citation.</p>
4	Ride Share Pick-up & Drop Off	In progress	<p>Background: There has been a proliferation of citizens utilizing Ride Share services such as Uber and Lyft which has impacted the efficient flow of traffic in the Town of Surfside. The operators for these services have been observed picking up and dropping off their customers in the Surfside</p>

		<p>Business District occupying Town parking spaces and double parking while picking up or dropping off customers.</p> <p>The Surfside Police Department recommends that a 90 day "Town of Surfside Ride Share Pick-Up & Drop-Off Trial Program" be conducted in the 300 block of 95th Street on the south-side of the road way encompassing three parking spaces closest to Abbott Avenue. See below picture (Red Box Area).</p>  <p>Budget Impact: There will be a reduction in the Town Parking revenue stream due to three (3) less parking spaces being available for paid parking. There will be incurred costs for procuring signage and possible repainting of the parking spaces.</p> <p>On 07-20-18 the signs for the Ride Share location were ordered and the expected delivery date is in early August 2018. On 07-26-2018, Captain Bambis and Parking Manager Joseph met with Mr. Javier Correoso (Public Affairs Manager) from Uber ride share regarding the new Pick-up and Drop-off site proposed for the 300 block of 95th Street in Surfside. Mr. Correoso was enthusiastic about the trial program that was discussed with him and he is willing to participate and utilize the location in the Uber application for the Pick-up location. He will be contacted days before going live with the location so that he could initiate the information in the Uber application. Mr. Correoso also provided information for his counterpart at Lyft ride share so we could contact them to have the same information on their Lyft application.</p>
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			<p>Effective 08-13-2018, the Ride Share Pick-Up and Drop-Off location in the 300 block of 95th Street was completed:</p> <ul style="list-style-type: none"> • All signs installed (2 signs) • Curb line was painted yellow • Vehicle space lines were painted yellow • UBER Ride Share Company has agreed to add the location to their application <p><u>The Ride Share Trial Program commenced and will be in place until 11-11-2018.</u></p> 
<p>5</p>	<p>Parking Rate Increase for Off-Street Parking (Municipal Parking Lots)</p>	<p>Completed</p>	<p>Town of Surfside Resolution No. 18-2517 was adopted by the Town Commission on 07-10-2018 stipulating a parking rate fee increase from \$1.50 per hour to \$1.75 per hour for all Off-Street (Municipal Parking Lot) spaces.</p> <ul style="list-style-type: none"> • New Parking rate decals were ordered for the Parking Pay Stations with an anticipated delivery date of mid-August 2018. • Temporary Parking Fee Decals with the new rate were placed on the affected Parking Pay Stations. • Effective 07-25-18 at 12:00 pm the \$1.75 Parking rate commenced. Both the Pay Station System and Pay-By-Phone System were updated with the new parking rate for off-street parking. • Notifications of the parking rate change were hand-delivered to Surfside businesses on 07-24-2018. • Email notification of the parking rate change was sent out on 07-25-2018.

		<ul style="list-style-type: none"> • Notification of the parking rate change was posted on the Town website on 07-25-2018. • On 07-25-2018, the Town website "Parking" section was reviewed and the areas requiring the new rate change were updated by CGA (Adrian). <p>New Parking rate decals were received and they were affixed to the Parking Pay Stations in the Municipal Parking Lots on 08-22-2018.</p>
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C. Police Events:

- The 17th Citizens Police Academy class began on September 6, 2018 and will conclude on November 15, 2018 with a graduation ceremony. The topics covered in October will include Marine Patrol, Crime Scene Investigation, Driving Range and Firearms Range.
- The North Miami Beach Police Department will host its 11th Annual Domestic Violence Walk on October 6 beginning at 9:00 a.m. An officer and a CSA will assist with traffic and Lt. Marciante will participate in the event.
- The Surfside Police Department will host a Mobile Department of Motor Vehicles event for residents to apply for and renew their driver's licenses on October 18 from 10:00 a.m. to 2:00 p.m. in the Commission Chambers.
- The monthly Bike with the Chief is October 24 at Town Hall at 5:00 p.m.
- Coffee with the Cops is October 25 at Starbucks at 10:00 a.m.
- Surfside PD, Aventura PD, Bay Harbor Islands PD and Sunny Isles Beach PD will host a Shred a Thon and DEA National Drug Take Back on October 27 at Bill Bird Marina (Haulover Park) from 10:00 a.m. to 2:00 p.m.
- Halloween Safety Night is October 31 on the 500 block of 92nd Street from 6:00 p.m. to 8:00 p.m. Police Officers will be distributing candy and glow sticks.

Respectfully submitted:

by:

Guillermo Olmedillo, Town Manager



Town of Surfside, FL

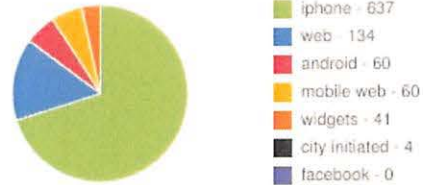
Between Jan 01, 2014 and Sep 27, 2018

936 requests were opened

924 requests were closed

The average time to close was 27.2 days.

Requests by Source



REQUEST CATEGORY	OPENED	CLOSED	DAYS TO CLOSE
Other	216	213	23.2
Beach Issue	155	149	23.4
Code Compliance (Violation)	119	119	32.9
Parking Issue	86	86	3.6
Police (Safety Concern)	74	74	8.6
Code Compliance (Safety Concern)	67	67	40.6
Street lights (PW)	40	40	168.8
Utilities (Water/Sewer) (PW)	31	30	11.3
Construction Issues	32	32	11.1
Drainage/Flooding (PW)	21	20	21.5
Solid Waste (Residential) (PW)	18	18	30.2
Dog Stations (P & R)	14	14	5.0
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
Solid Waste (Commercial) (PW)	6	6	8.4
Hawthorne Tot-Lot (P & R)	6	5	4.8
Pothole (PW)	5	5	31.7
Beach Patrol	3	3	0.7
Dead Animal	3	3	21.0
Graffiti (PW)	3	3	25.2
Graffiti (in park) (P & R)	0	0	0.0
Veterans Park (P & R)	0	0	0.0



Town of Surfside, FL

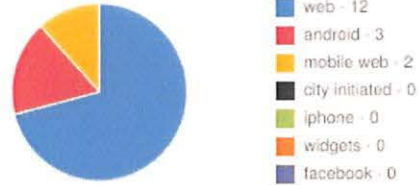
Between Sep 01, 2018 and Sep 27, 2018

17 requests were opened

21 requests were closed

The average time to close was 8.1 days.

Requests by Source



REQUEST CATEGORY	OPENED	CLOSED	DAYS TO CLOSE
Code Compliance (Violation)	3	7	8.3
Code Compliance (Safety Concern)	4	4	1.2
Other	3	4	12.1
Beach Issue	4	2	11.2
Utilities (Water/Sewer) (PW)	1	2	8.6
Drainage/Flooding (PW)	1	1	17.6
Solid Waste (Residential) (PW)	1	1	1.8
96 Street Park (P & R)	0	0	0.0
Barking Dog	0	0	0.0
Beach Patrol	0	0	0.0
Community Center (P & R)	0	0	0.0
Construction Issues	0	0	0.0
Dead Animal	0	0	0.0
Dog Stations (P & R)	0	0	0.0
Graffiti (in park) (P & R)	0	0	0.0
Graffiti (PW)	0	0	0.0
Hawthorne Tot-Lot (P & R)	0	0	0.0
Parking Issue	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
Street lights (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
MUNICIPAL BUILDING
9293 HARDING AVENUE
SURFSIDE, FLORIDA, 33154-3009
Telephone (305) 861-4863

TO: Town Commission

FROM: Guillermo Olmedillo, Town Manager

DATE: September 24, 2018

SUBJECT: September Social Media Report

In September, the Town's Public Information Representative (PIR) used Preparedness Month as an opportunity to further remind residents about hurricane preparedness. Additionally, the Town's PIR posted about upcoming events, as well as sought to educate the public about various matters including the budgeting process, unsolicited P3 (Public-Private Partnership) proposal, and tips to help keep iguanas under control. Refer to Exhibit "A" for Nextdoor updates that took place in September.

Nextdoor provides monthly metrics on the 5th of each month for the previous month to track resident engagement. A summary for September is currently unavailable. However in August, Nextdoor reported a total of 821 verified Surfside residents in the Nextdoor community. The Town's Public Information Representative posted 16 messages over the course of the month, resulting in 1,963 views and 1,535 opened emails.

It is important to reiterate the Nextdoor platform is not a replica of the Town's website and Gazette and should not be viewed as such. To that end, information presented on Nextdoor often refers back to the Town's primary communication tools. The Town encourages residents to find information on the Town's website (www.townofsurfsidefl.gov) and/or by contacting the Town directly.

NEXTDOOR POSTS

9/28: Time to renew your Surfside Community Center ID cards

One of the many privileges of being a Surfside resident is enjoying complimentary access to the oceanfront Community Center in addition to the number of programs and events offered by the Parks & Recreation Department, which is why we want to remind you to renew your ID card. Surfside ID cards expire on an annual basis and are valid from October 1- September 30 of each fiscal year for owners, while renter ID cards expire at the conclusion of the lease or September 30, dependent on which date occurs first.

To learn more about how to renew your Surfside ID card and required documents to do so, please review page 4 of the September Gazette: <https://issuu.com/surfsidegazette/docs/gazette-sept2018>.

For further information, contact the Community Center at (305) 866-3635.

9/26: Have Coffee with the Cops tomorrow morning at Starbucks in Surfside

Enjoy a morning cup of Joe and great conversation with our men and women in blue during Coffee with the Cops, a community-wide initiative that takes place at the Surfside Starbucks on the last Thursday of every month. The next meeting will be held at 10 a.m. tomorrow, September 27.

Don't forget also about tonight's Bike with the Police Chief starting at 5 p.m. from the Town Hall parking lot.

For more information, please contact Dina Goldstein at (305) 861-4862 or email dgoldstein@townofsurfsidefl.gov.

9/25: Bike with the Police Chief tomorrow, Sept. 26

Take a spin around our beautiful Town of Surfside at Bike with the Police Chief, starting at 5 p.m. tomorrow evening in the parking lot across from Town Hall. This is an excellent way to get to know Police Chief Julio Yero, as well as discuss community matters of importance.

For more information, please contact Dina Goldstein at (305) 861-4862 or email dgoldstein@townofsurfsidefl.gov.

9/24: Final Budget Hearing and Special Town Commission Meeting on Wed., Sept. 26

The budgeting process for the Town of Surfside will culminate with a final hearing by Town Commission to set the budget for Fiscal Year 2019 (FY 2019), which begins October 1, 2018 and ends September 30, 2019. All residents are welcome to attend the meeting, which starts at 5:01 p.m. this Wednesday, September 26 in the Town Hall Commission Chambers. You'll find the meeting agenda here: http://surfsideweb.blob.core.windows.net/surfside/docs/default-source/town-clerk/commission-agendas/2018-commission-agenda/2018-09-26-special-town-commission-meeting---final-budget-hearing-agenda.pdf?sfvrsn=6fde5494_2

Following the budget hearing, there will also be a presentation of an unsolicited P3 (Public-Private Partnership) proposal. The P3 proposal will be evaluated following the statutory process set forth in Florida Statute 255.065 for P3 proposals and presented to the Town Commission for consideration. Once again, we encourage attendance at this meeting and look forward to hearing

from our residents during the public comment portion of the meeting. For further information, visit http://surfsideweb.blob.core.windows.net/surfside/docs/default-source/town-clerk/commission-agendas/2018-commission-agenda/2018-09-26-special-town-commission-meeting-agenda-packet.pdf?sfvrsn=b4de5494_2

9/23: Tips to keep pesky iguanas under control

If iguanas are wreaking havoc on your yard and pool, then you're not alone. Experts are reporting a dramatic increase in the iguana population, especially here in South Florida. To help keep these pesky reptiles under control, refer to the attached tips. Thank you.

Are you experiencing an iguana invasion like most South Florida locals?

How can you help reduce the number of iguanas in your yard?

1. **DO NOT feed the iguanas.** They live on fruit, leafy greens, fruits and vegetables. Do not feed them bread, pasta, or other grains.
2. **Remove vegetation that iguanas love to munch on,** including flowering plants like hibiscus, petunias, roses and impatiens. Iguanas also love plants with thick leaves, as well as citrus, passion and melons.
3. **Protect your pool by installing a screen or enclosure.**
4. **Install a pool water pump or fountain, approximately 4' inches from the house, to prevent starting.**
5. **Block your pool's exit by removing them the late, and place additional traps that provide protection near the iguanas.**
6. **Remove all food from the house.**
7. **Stop water from being used outside in your yard.**
8. **Install screens to block them, such as hanging mosquito netting.**
9. **Further secure iguanas by hanging 1/2 inch screens or mesh and place a screen to protect.**
10. **Call an expert in a pinch.** During the day, iguanas are most active. If you see one, call a professional to remove it. (24 hours - 24/7 service)

For more information on the control of iguanas, go to:
www.fishbase.org/Species/iguana
www.fishbase.org/Species/iguana

9/20: Want to learn more about the unsolicited P3 (Public-Private Partnership) proposal?
 We have received several questions about the unsolicited P3 (Public-Private Partnership) proposal. To help answer these questions, please find an FAQ attached. A Special Town Commission meeting will be held at 6 p.m. on Wednesday, September 26 in the Town Hall Commission Chambers.

Here is a link to the meeting agenda packet:
http://surfsideweb.blob.core.windows.net/surfside/docs/default-source/town-clerk/commission-agendas/2018-commission-agenda/2018-09-26-special-town-commission-meeting-agenda-packet.pdf?sfvrsn=b4de5494_2 We encourage attendance at this meeting and look forward to hearing from our residents. Thank you.

9/20: Swim advisory lifted for Surfside Beach

The coast is clear! The Florida Department of Health in Miami-Dade County has lifted the swim advisory previously issued for Surfside Beach. It is once again safe to swim. Thank you.

9/17: Palm fronds available for Sukkot this Friday, Sept. 21

For those who celebrate Sukkot, The Town of Surfside will have palm fronds available for resident pick-up on a first-come, first-served basis this Friday, September 21. Please refer to the attached flyer for more details.

Wishing everyone a beautiful and bountiful season!



9/14: Movie under the Stars tomorrow night

It's hammer-time. Join our Parks & Recreation Department for the movie thriller, JAWS, under the stars tomorrow night starting at 7:45 p.m. at the Surfside Community Center. Be sure to bring your bathing suits, floaties and towels, but watch out! You never know what lurks in the water.

The cost to participate is free for Surfside residents and \$5 per guest (up to five guests.) For more information, contact the Parks & Recreation Department at (305) 866-3635 or visit https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/parks-and-recreation/movie-night-sept-2018.jpg?sfvrsn=3d4b5694_8.

9/13: International Coastal Cleanup Day in Surfside this Saturday, Sept. 15

Help us keep our Surfside beach beautiful by participating in the 33rd annual International Coastal Cleanup (ICC) from 9 a.m. to noon this Saturday, September 15 on the beach behind the Community Center. Scientists estimate that more than 17 billion pounds of plastic enter our ocean every year, which threatens marine life, along with human health and local economies.

You can show your commitment to reducing marine debris by volunteering at this weekend's event. To register, visit http://www.volunteercleanup.org/jenniferroc/surfside_international_coastal_cleanup_2018



9/12: Swimming advisory issued for Surfside Beach

The Florida Department of Health in Miami-Dade County has issued a swimming advisory at Surfside Beach (Collins Avenue and 93rd Street) as samples of beach water collected did not meet the recreational water quality standard for enterococci. The results of the sampling indicate that water contact may pose an increased risk of illness, particularly for susceptible individuals. Water quality will be tested daily. Once the all-clear is given, we will provide another update.

For more information, please visit the Florida Healthy Beaches Program Website: <http://www.flhealth.gov> and select "Beach Water Quality", from the Environmental Health Topics List.

9/12: Are you hurricane ready?

September is National Preparedness Month. With Hurricane Florence heading toward the Carolina coast, it is also a reminder that peak hurricane season is here.

If you haven't done so already, we want to remind you to take the following steps to make sure you, your family, and your neighbors are ready in the event of a major storm:

1. Prepare a hurricane kit
2. Have an emergency plan
 - How will you receive alerts and warnings about an impending storm?
 - What is your evacuation plan?
3. Consider the specific needs of your family and/or your neighbors.
 - Does anyone have specific dietary and/or medical needs?
 - What will you do with your pets?
 - Anyone with disabilities?
 - Any elderly who will need emergency and evacuation assistance?
4. Review the hurricane and flood information found on the Town website, along with a brief message from Mayor Dietch at <https://townofsurfsidefl.gov/how-do-i/hurricane-and-flood->

information?utm_source=Town+of+Surfside+News+2018&utm_medium=newsletter&utm_campaign=Town+of+Surfside+-+Now+Available

In case of a major storm or emergency, the Town of Surfside will use Nextdoor, along with other communication tools, to help keep you informed.

We encourage you to sign-up for email notifications (<https://www.townofsurfsidefl.gov/news-and-events/subscribe/town-notifications>) and download the CodeRed mobile app TODAY. Disasters don't plan ahead, but you can!



9/11: Town Budget Hearings on Sept. 12 and Sept. 26

This month, the Town Commission will convene to adopt the Town budget for Fiscal Year 2019 (FY 2019), which begins October 1, 2018, and ends September 30, 2019. However, what you may not realize is that budget preparations begin earlier in the year, typically in January. This allows for our Mayor and Commission to focus on short-term and long-term strategies, as well as hear from our residents on matters that are most important to our community.

The budget plan for FY 2019 balances the Town's financial resources with current programming; enhances service levels by providing necessary resources to Town administration in order to further meet the needs of the community; and continues to improve the Town's solid financial position and healthy reserves.

As part of the FY 2019 budget, the Town proposes a general operating millage rate of 4.500, which will result in higher overall tax revenue and property tax savings for Surfside residents. Last year, the Town's operating millage rate was 4.8000 mills, or \$4.80 per \$1,000 of taxable value. This savings results from an increase in property values generated from our new commercial development and marks the 5th time since 2013 that the Town has lowered its property tax rate.

Be sure to save the dates for our budget hearing meetings, starting at 5:01 p.m. in the Town Hall Commission Chambers tomorrow, September 12, as well as Wednesday, September 26. All residents are welcome to attend.

9/6: Kick off the weekend with NBC6 Café and First Fridays tomorrow, Sept. 7

Just a reminder to wake up and join our friends from the NBC6 Café and Y100 for free coffee, croquetas, pastelitos and giveaways from 9 to 11:30 a.m. in front of the Surfside Community Center tomorrow, September 7.

Also tomorrow, the last First Fridays event of the season is scheduled from 4 to 7 p.m. on the beach behind the Community Center and you don't want to miss this Endless Summer-themed beach affair. Bring your friends and neighbors for family-friendly activities on the sand. To RSVP, visit

<https://www.eventbrite.com/e/surfside-first-fridays-endless-summer-tickets-48895129649?aff=erelexpmlt>.

9/5: Don't miss out! Last First Fridays beach event of season on Sept. 7

If the iconic surf movie, *The Endless Summer*, taught us anything - it's to never stop searching for the perfect wave. Pay homage to the famed film during the last First Fridays event of the season this coming Friday, September 7.

At this family-friendly beach affair, enjoy sand castle-building workshops, complimentary floaties, organic frozen treats, fresh smoothies, tiki dance performances and drum circles. Experience the rejuvenating sea salt scrub bar and essential oil hand massages. Plus, take home goodies from Starskin Beauty. Maison Meneau USA also will be on-site to sample organic juices and smoothies.

First Fridays is sponsored by the Surfside Tourism Board and is scheduled from 4 to 7 p.m. on the beach behind Surfside's oceanfront Community Center, located at 9301 Collins Avenue. It's free and open to the public.

To RSVP and to also pre-purchase delicious wraps from The Carrot, visit <https://www.eventbrite.com/e/surfside-first-fridays-endless-summer-tickets-48895129649?aff=erelexpmlt>.

9/4: Hot off the press: September Gazette

Read about all the latest Surfside happenings and be in-the-know about upcoming events by picking up a copy of the September Gazette. It's available at Town Hall and can be found on the Town website at <https://issuu.com/surfsidegazette/docs/gazette-sept2018>.


9/3: Tropical storm warning issued for South Florida

Good morning, It's going to be a wet Labor Day! A tropical storm warning has been issued for South Florida - expect heavy rains, winds and possible flooding throughout the course of the day.

Hope everyone stays safe and dry. <https://www.local10.com/weather/tropical-storm-gordon-forms-off-south-florida>



Memorandum

To: Guillermo Olmedillo, Town Manager
From: Duncan Tavares, Assistant Town Manager 
Date: 10/9/2018
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.

Ms. Dalia Blumstein remains as 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 August 31, 2018
92% OF YEAR EXPIRED (BENCHMARK)

Page 1 of 3

	ACTUAL	ANNUAL BUDGET	% BUDGET
GOVERNMENTAL FUNDS			
GENERAL FUND			
REVENUE	\$ 14,527,251	\$14,598,096	100%
EXPENDITURES	11,746,936	\$14,598,096	80%
Net Change in Fund Balance	2,780,315		
Fund Balance-September 30, 2017 (Audited)	8,460,802 ^A		
Fund Balance-August 31, 2018 (Reserves)	<u>\$ 11,241,117</u>		
TOURIST RESORT FUND			
REVENUE	\$ 925,949 ^B	\$1,081,553	86%
EXPENDITURES	1,069,497	\$1,081,553	99%
Net Change in Fund Balance	(143,548)		
Fund Balance-September 30, 2017 (Audited)	469,880		
Fund Balance-August 31, 2018 (Reserves)	<u>\$ 326,332</u>		
POLICE FORFEITURE FUND			
REVENUE	\$ 30,242	\$78,192	39%
EXPENDITURES	32,771	\$78,192	42%
Net Change in Fund Balance	\$ (2,529)		
Fund Balance-September 30, 2017 (Audited)	164,933		
Fund Balance-August 31, 2018 (Reserves)	<u>\$ 162,404</u>		
TRANSPORTATION SURTAX FUND			
REVENUE	\$ 207,211	\$434,250	48%
EXPENDITURES	324,045	\$434,250	75%
Net Change in Fund Balance	(116,834)		
Fund Balance-September 30, 2017 (Audited)	388,363		
Fund Balance-August 31, 2018 (Reserves)	<u>\$ 271,529</u>		
BUILDING FUND			
REVENUE	\$ 2,134,004	\$1,657,000	129%
EXPENDITURES	967,571	\$1,657,000	58%
Net Change in Fund Balance	1,166,433		
Fund Balance-September 30, 2017 (Audited)	1,742,910		
Fund Balance-August 31, 2018 (Reserves)	<u>\$ 2,909,343</u>		
CAPITAL PROJECTS FUND			
REVENUE	\$ 1,395,836	\$1,552,911	90%
EXPENDITURES	116,384	\$1,552,911	7%
Net Change in Fund Balance	1,279,452		
Fund Balance-September 30, 2017 (Audited)	576,122		
Fund Balance-August 31, 2018 (Reserves)	<u>\$ 1,855,574</u>		

NOTES:

* Many revenues for August 2018 are received in subsequent months (timing difference) and are recorded on a cash basis in the month received.

A. Includes \$2,000,000 available for hurricane/emergencies. The balance of \$6,286,341 is unassigned fund balance (reserves).

B. Resort Tax Revenues total collected through August 2018 is \$2,705,204 (\$925,949 is the Tourist Resort Fund and \$1,779,255 is the General Fund).

ENTERPRISE FUNDS	ACTUAL	ANNUAL BUDGET	% BUDGET
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WATER & SEWER FUND

REVENUE	\$ 3,722,376	\$3,677,158	101%
EXPENDITURES	2,597,448	\$3,677,158	71%
Change in Net Position	1,124,928		
Unrestricted Net Position-September 30, 2017 (Audited)	(3,048,579)		
Unrestricted Net Position-August 31, 2018 (Reserves)	<u>\$ (1,923,651) C1</u>		

MUNICIPAL PARKING FUND

REVENUE	\$ 1,151,685	\$1,203,158	96%
EXPENDITURES	950,894	\$1,203,158	79%
Change in Net Position	200,791		
Unrestricted Net Position-September 30, 2017 (Audited)	811,013		
Unrestricted Net Position-August 31, 2018 (Reserves)	<u>\$ 1,011,804</u>		

SOLID WASTE FUND

REVENUE	\$ 1,730,122	\$1,767,866	98%
EXPENDITURES	1,506,502	\$1,767,866	85%
Change in Net Position	223,620		
Unrestricted Net Position-September 30, 2017 (Audited)	429,743		
Unrestricted Net Position-August 31, 2018 (Reserves)	<u>\$ 653,363</u>		

STORMWATER FUND

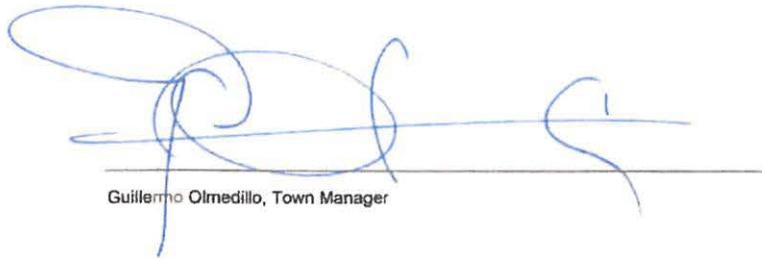
REVENUE	\$ 580,533	\$691,330	84%
EXPENDITURES	385,347	\$691,330	56%
Change in Net Position	195,186		
Unrestricted Net Position-September 30, 2017 (Audited)	3,264,379		
Unrestricted Net Position-August 31, 2018 (Reserves)	<u>\$ 3,459,565</u>		

NOTES:(con't)

C1. The reserves balance of (\$1,923,651) is the result of a change in current net position as of August 2018 of \$1,124,928, net position as of September 30, 2017 (Audited) of (\$3,048,579).



Christopher Wallace, Interim Finance Director



Guillermo Olmedillo, Town Manager

Town of Surfside
Fund Balance (Reserves)
8/31/2018

FUND	9/30/2015	9/30/2016	9/30/2017	8/31/2018
General	\$ 5,905,726	\$ 7,368,408	\$ 8,460,802	\$ 11,241,117
Tourist Resort	339,396	363,407	469,880	326,332
Police Forfeiture	113,431	141,755	164,933	162,404
Transportation Surtax	440,662	354,264	388,363	271,529
Building	-	-	1,742,910	2,909,343
Capital Projects	182,903	1,154,352	576,122	1,855,574
Water & Sewer	(2,705,871)	(2,827,890)	(3,048,579)	(1,923,651)
Municipal Parking	1,089,165	1,111,941	811,013	1,011,804
Solid Waste	340,391	245,941	429,743	653,363
Stormwater	4,051,768	3,392,370	3,264,379	3,459,565
Total	\$ 9,757,571	\$ 11,304,548	\$ 13,259,566	\$ 19,967,380



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 M. Arango, Town Attorney

CC: Guillermo Olmedillo, Town Manager

DATE: October 1, 2018

SUBJECT: Office of the Town Attorney Report for October 9, 2018

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

September 5, 2018 - Tourist Board Meeting

September 12, 2018 - First Budget Public Hearing

September 12, 2018 – Regular Town Commission Meeting

September 26, 2018 – Second Budget Public Hearing

September 26, 2018 – Special Town Commission Meeting (P3)

September 27, 2018 – Planning & Zoning Board Meeting

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 commence our second year of service and continue to work in transitioning 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, boards and committees with application review, contract and agreement review, negotiation and preparation, unsolicited proposals for public-private partnership (P3) process and Statute. procurement and purchasing (including staff workshop on procurement issues), Request for Proposals for Community Center Food Concession and Marketing Services for the Tourist Bureau, bid documents for traffic improvements, code enforcement and interpretation, attend Code Enforcement Hearings, building permit and enforcement issues, subpoenas, public records requests, research, document review, legal review of various issues, oversight and case management for litigation, 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:

- Negotiation and document drafting for several interlocal issues
- Various development and quasi-judicial applications
- Agreement for Interim Finance Director Services
- Unsolicited Proposals (P3) – Abbott Lot and Town Hall Site
- Code of Ethics and Lobbying Code
- Roof Height Ordinance

- Freeboard Ordinance
- Sign Code Amendment Ordinance
- Various Urging Resolutions
- Amendments to the Town's Purchasing Code and Cone of Silence
- Anti-Semitic Ordinance
- Pension Board Ordinance
- Tree Planting and Mulch In the Public Right Away Ordinance
- Ethics Ordinance
- Driveway Modifications
- Ordinance Banning Plastic Straws and Resolution Establishing Fees/Fines for Violations
- Solar Panel Permitting Ordinance and Resolution Providing for Waiver of Fees and Expediting of Permit Process
- Ordinance Lifting Prohibition on Surfboards
- Ordinance on Building Lengths and Building Separations
- Ordinance Revising Development Application Procedures
- Ordinance on Marine Turtle Lighting
- Ordinance on Development Approvals Procedures
- Ordinance on Cone of Silence Procurement Process
- Sensible Gun Reform Resolution
- Plastic Bag Ban Legislation and Analysis
- Tourist Board Agreements and Procurement
- Public Records and Subpoena Requests for Documents
- Sustainability Initiatives and Legislation
- Firearm Preemption Lawsuit
- Beach Furniture Ordinance and Regulations
- Comprehensive Plan Amendments
- Parking Waiver Ordinance for Business District
- Solid Waste Service Assessment Ordinance
- PACE District Agreements
- Debris Collection and Disposal Agreements

- Aggregation of Single Family Lots Ordinance
- DIC/DRG/DRB Procedures Ordinance
- Building Length Ordinance & Grandfathering Amendments
- Equivalency Ordinance for MU Parcels
- Beach Re-nourishment
- Recycling Agreement
- Agreement for Landscape Maintenance Services
- Agreement for Concession Services at the Community Center
- Agreement for Tourist Board Marketing Services

Litigation:

No update or new reports at this time.

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 beach re-nourishment, evaluation of unsolicited proposals for the Abbot Lot and Town Hall Parcel, necessary Code amendments in connection with potential development of Town-owned parcels for P3 projects, food and beverage concession agreement for the Community Center, recycling agreement for waste refuse, agreement for landscape maintenance services, sign code revisions, conceptual parking strategies, sustainability initiatives and legislation, beach furniture regulations and policies, and various procurements.

Opening Items:**1. Call to Order/Roll Call**

The meeting was called to order by Chair Barbara Cohen at 5:32 p.m.

The following were present: Chair Barbara Cohen
 Vice Chair Jeff Lehman
 Board Member Jennifer Brilliant
 Board Member Bera Kalhan

Absent: Board Member MaryAnna Estomba
 Commission Barry Cohen, Board Liaison

Also present: Duncan Tavares, Assistant Town Manager
 Lindsay Fast, Tourism Director
 Lilian Arango, Town Attorney
 Frank Trigueros, Marketing & Special Projects Coordinator
 Elora Riera, Deputy Town Clerk

2. Welcome – Chair Barbara Cohen

Chair Barbara Cohen welcomed everyone to the meeting. Tourism Director Fast let everyone know that liaison Commissioner Cohen was regrettably unable to join for the meeting.

3. Approval of Minutes: July 9, 2018

Board Member Brilliant made a motion to approve the minutes as written. The motion was seconded by Board Member Kalhan and all voted in favor.

4. A/R (Resort Tax)

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

Discussion Items**5. AWE Conference Re-Cap: Frank Trigueros**

Marketing and Special Projects Coordinator Frank Trigueros presented a PowerPoint of his experience and what he learned at the Augmented World Expo. He provided insight on new virtual reality features that would be a benefit to the Town in the future. He answered any questions by the Board.

6. RFP 2018-04 Marketing Services for the Town of Surfside Tourist Bureau Recommendation

Tourism Director Fast provided an overview of the RFP and the Selection Committee process that took place for determining their proposed recommendation to the Board. She explained that after extensive deliberation from the Committee, they unanimously agreed upon selecting Jacober Creative.

After some discussion, Vice Chair Lehman made a motion to select and award the agreement to Jacober Creative and direct Tourism Director Fast to negotiate with Jacober Creative and negotiate an agreement that would be acceptable to the Town. The motion was seconded by Board Member Kalhan which carried 4-0 on roll call vote.

Tourism Director Fast announced that the Tourism Department has been honored by Visit Florida as finalists for the Flagler Awards and staff will be attending the Governors Conference in September. The Tourism Department has been nominated in two categories; social media and promotional materials.

7. Holiday Lights Recommendation: Miami Christmas Lights

Tourism Director Fast and Randy Meyerson of Miami Christmas Lights provided a PowerPoint presentation of the proposed holiday lights. Three style options were provided as well as two entrance options.

After some discussion, Board Member Kalhan made a motion to accept and move forward with the third option with the enhanced features. The motion was seconded by Vice Chair Lehman which carried 4-0 on roll call vote.

By consensus, the Board agreed upon selecting the second option for the entrance lighting.

8. Next Tourist Board Meeting: Monday, September 5, 2018 at 5:30pm

Chair Barbara Cohen advised the Board that the next meeting is on September 5, 2018 at 5:30 p.m.

9. Public Comments

George Kousoulas of 9225 Collins Avenue spoke regarding allowing public comments on each agenda item.

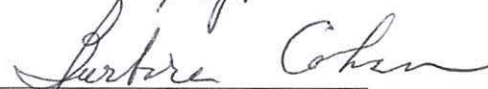
10. Adjournment

There being no further business to discuss, Vice Chair Lehman made a motion to adjourn the meeting. The motion was seconded by Board Member Kalhan and all voted in favor.

The meeting adjourned at 6:04 p.m.

Respectfully submitted:

Accepted this 5th day of September, 2018


Barbara Cohen, Chair

Attest:


Elora Riera, CMC
Deputy Town Clerk



**Town of Surfside
DESIGN REVIEW BOARD/
PLANNING & ZONING BOARD
MEETING MINUTES**

August 30, 2018 – 6:00 p.m.

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

DESIGN REVIEW BOARD

1. Call to Order/Roll Call

The meeting was called to order at 6:02 p.m. by Chair Lecour.

Recording Clerk Frantza Duval called the roll call with the following members present: Chair Lindsay Lecour, Vice Chair Judith Frankel, Board Member Peter Glynn, Board Member Rochel Kramer, Board Member Brian Roller and Board Member Jorge Garcia. Board Member Marina Gershanovich was absent.

2. Approval of Minutes: July 26, 2018

Board Member Glynn made a motion to approve the minutes. The motion was seconded by Vice Chair Frankel and all voted in favor.

3. Design Review Board Applications:

- A. 8958 Carlyle Avenue** - The applicant is requesting to renovate and add a rear addition to the existing house.

Town Planner Sinatra-Gould introduced the item.

The Board asked questions regarding the outdoor kitchen, the setback, colors and materials. They would like to include a condition to have a 5-foot setback for the outdoor kitchen.

Applicant David Carmona answered questions the board had regarding the colors and materials.

The Board considered the application request for a partial roof on the rear addition and approval subject to it meeting the Florida Building Code requirements for the flat roof.

By consensus, the Board agreed to include the colors and materials as well as the 5-foot setback for the outdoor kitchen as conditions for approval.

Board Member Glynn made a motion to approve with staff recommendations and Board conditions. The motion was seconded by Vice Chair Frankel and all voted in favor.

- B. 9124 Abbott Avenue** - The applicant is requesting to add a 904 square foot rear addition and front foyer to the existing house.

Town Planner Sinatra-Gould introduced the item.

Vice Chair Frankel made a motion to approve with staff recommendations. The motion was seconded by Board Member Glynn and all voted in favor.

- C. 8875 Froude Avenue** - The applicant is requesting to renovate a portion of an existing house and add a partial second floor addition to the rear of the house.

Town Planner Sinatra-Gould introduced the item. She stated that she met with the Building Official regarding the second floor and the flooding requirement and staff is recommending approval.

William Arthur, Architect on the project, showed renderings and explained the project.

The Board asked Mr. Arthur questions regarding the project.

Vice Chair Frankel made a motion to approve with staff recommendations. The motion was seconded by Board Member Garcia and all voted in favor.

- D. 9471 Harding Avenue** - The applicant is requesting one window sign for their business.

Town Planner Sinatra-Gould introduced the item.

Chair Lecour asked if this application was an after-the-fact and if the penalty was issued.

Town Planner Sinatra-Gould stated that there was a penalty for erecting a sign without a permit.

Vice Chair Frankel made a motion to approve with staff recommendations. The motion was seconded by Board Member Glynn and all voted in favor.

- E. 9008 Emerson Avenue** - The applicant is requesting to convert a portion of the garage to a laundry room, adding a new two car driveway, adding a terrace with an outdoor kitchen, renovating the façade and adding a 160 square foot rear addition to the existing house.

Town Planner Sinatra-Gould introduced the item.

Frederick Merle, representing the applicant, answered questions regarding the materials and colors.

Discussion ensued regarding landscaping and 2 parking spaces due to the garage not being usable any longer.

The Board considered the proposed material and colors for the addition.

Board Member Roller made a motion to approve with staff recommendations. The motion was seconded by Board Member Kramer and all voted in favor.

- F. 9565 Harding Avenue** - The applicant is requesting one (1) illuminated wall sign, one (1) door sign and I (one) projecting sign for the Blue B Properties business.

Town Planner Sinatra-Gould introduced the item and explained how the painting and the façade would be done.

Chair Lecour asked about the sign and the alignment of the sign and the façade so that the sign looks more uniform in height.

The applicant's wall face shall be reconditioned and painted as necessary and the sign must be raised so it's in line with the two neighbor's signs.

Board Member Roller made a motion to approve with staff recommendations and conditions. The motion was seconded by Board Member Kramer and all voted in favor.

4. Quasi-Judicial Application:

- A. 8995 Collins Avenue - Site Plan; Conditional Use for Hotel Pool and Alternative Parking System; Variances for Landscaping and Loading Space Size**

George Kousoulas, representing the applicant requested that this item be deferred to the September 27th meeting.

Board Member Glynn made a motion to approve the deferral to the September 27, 2018 Design Review Board meeting at 6:00 p.m. The motion was seconded by Board Member Garcia and all voted in favor.

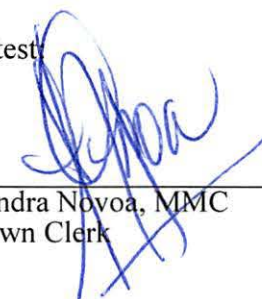
5. Adjournment

There being no further business before the Design and Review Board a motion was made by Vice Chair Judith Frankel and seconded by Board Member Brian Roller to adjourn the meeting without objection at 6:25 p.m.

Accepted this 27th day of September, 2018


Chair Lindsay Lecour

Attest


Sandra Novoa, MMC
Town Clerk

PLANNING & ZONING BOARD

1. Call to Order/Roll Call

The meeting was called to order at 6:25 p.m. by Chair Lecour.

Recording Clerk Frantza Duval called the roll call with the following members present: Chair Lindsay Lecour, Vice Chair Judith Frankel, Board Member Peter Glynn, Board Member Brian Roller and Board Member Jorge Garcia.

2. Town Commission Liaison Report – Vice Mayor Daniel Gielchinsky

Vice Mayor Gielchinsky gave his Town Commission report to the Planning & Zoning Board.

3. Approval of Minutes: July 26, 2018

Board Member Glynn made a motion to approve the minutes. The motion was seconded by Board Member Roller and all voted in favor.

4. Quasi-Judicial Application:

A. 8995 Collins Avenue - Site Plan; Conditional Use for Hotel Pool and Alternative Parking System; Variances for Landscaping and Loading Space Size

Chair Lecour called Mr. George Kousoulas to make his request of deferring this item to the September 27th Planning & Zoning Board Meeting.

George Kousoulas, representing applicant requested a deferral of the item to the next Planning & Zoning Board meeting.

Board Member Glynn made a motion to approve the deferral to the September 27, 2018 Planning and Zoning Board meeting at 6:00 p.m. The motion was seconded by Board Member Garcia and all voted in favor.

5. Local Planning Agency Items:

A. Modifications to Planning and Zoning Board and Dissolving the Development Impact Committee

AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 "ZONING" OF THE TOWN OF SURFSIDE CODE OF ORDINANCES TO ABOLISHING THE DESIGN REVIEW BOARD, MODIFYING THE PLANNING AND ZONING BOARD MEMBERSHIP AND RESPONSIBILITIES, ABOLISHING THE DEVELOPMENT IMPACT COMMITTEE, AND REVISING THE DESIGN REVIEW GROUP REVIEW REQUIREMENTS; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Planner Sinatra-Gould introduced the item.

Board Member Glynn made a motion to recommend the ordinance to the Town Commission. The motion was seconded by Board Member Garcia and all voted in favor.

B. Modifications to Building Length Requirements to Permit Redevelopment of Existing Structures Destroyed by Acts of God

AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA AMENDING SECTION 90-51 "MAXIMUM FRONTAGE OF BUILDINGS AND FACADE ARTICULATIONS." OF "CHAPTER 90 ZONING" OF THE TOWN OF SURFSIDE CODE OF ORDINANCES TO ADDRESS APPLICABILITY OF MAXIMUM BUILDING LENGTH REQUIREMENTS FOR EXISTING BUILDINGS IN THE H30C AND H40 ZONING DISTRICTS; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Planner Sinatra-Gould introduced the item.

Discussion continued amongst the Board, staff and Town Attorney regarding what would happen if a hurricane would occur, what would be allowed to be built back if the property gets destroyed and what the insurance would cover and pay.

The Board discussed their concerns with granting future variances and the building code and the changes buildings would need to make to conform to the code.

Town Manager Olmedillo provided some clarification on the ordinance.

Vice Mayor Gielchinsky explained the splitting up of the buildings and the rights that the individuals had previously. He gave the explanation of what occurred before the Town Commission.

Chair Lecour is requesting more information in order to decide.

The Board requested to defer this item to the next meeting on September 27, 2018 at 6:00 p.m.

Board Member Glynn made a motion to defer this item to the September 27, 2018 Planning and Zoning Board meeting at 6:00 p.m. The motion was seconded by Vice Chair Frankel and all voted in favor.

C. Aggregation of Single Family Lots

AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA AMENDING SECTION 90-45 "SETBACKS" OF "CHAPTER 90 ZONING" OF THE TOWN OF SURFSIDE CODE OF ORDINANCES TO PROVIDE SETBACKS AND MAXIMUM SECOND STORY FLOOR AREAS FOR CERTAIN LOTS IN THE H30A AND H30B ZONING DISTRICTS; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Planner Sinatra-Gould introduced the item.

The Board asked questions regarding lots that are triangular and staff answered their questions and that they will include information regarding the midpoint of the lots for those irregular lots.

The Board requested to defer this item to the September 27, 2018 meeting at 6:00 p.m. to address the changes requested.

Board Member Glynn made a motion to defer the item to the September 27th Planning and Zoning Board meeting. The motion was seconded by Board Member Roller and all voted in favor.

6. Discussion Items:

A. Fences and Hedges in the Front and Street Side

Town Planner Sinatra-Gould introduced the item regarding the fence height and maximum capacity requirements. She also wanted to address the concerns the residents are having with the 4-foot height requirements.

Joshua Herman of 8975 Hawthorne Avenue, spoke regarding his own application for a 6-foot closed fence being denied and his concern that other applications were approved after his denial. He stated that the 6-foot fence is for privacy and it is concerning to have a 5-foot fence that a child can climb over.

Discussion continued regarding the hedges and fence heights and the difference between requirements on the different types and sizes of lots.

The Board and Town Planner Sinatra-Gould discussed the differences in applications. Town Planner Sinatra-Gould explained that most of them are ones that have either a corner lot or have a pool and the aesthetics.

Town Manager Olmedillo explained the lots and the hedges and fences.

The Board continued with discussion regarding wanting more hedges and more landscaping.

The Board directed Town Planner Sinatra-Gould to work on additional language for the next meeting on September 27, 2018.

B. Walkability (Verbal)

Town Manager Olmedillo introduced the item and explained the research FIU is doing. Once staff has completed writing the program and the urban design and walkability around the Town, staff will then go before the Board to provide a status report.

The University of Miami will assign the downtown area and look at the buildings and assign different areas to different students to produce virtual building designs and connections amongst those buildings.

Discussion ensued regarding the parking garage. Town Manager Olmedillo explained that there will be a meeting on September 26, 2018 in regards to the P3 proposal.

C. Future agenda items

Town Planner Sinatra-Gould mentioned items that have been deferred that will become future items to come before the Board.

Chair Lecour stated her frustration on some of the items being deferred because they did not have enough information on the item and have those last minutes deferrals.

Discussion ensued with regards to including more trees into the Town. The Board is asking to set aside \$50,000 a year to be placed in the budget for street trees for residents who volunteer to purchase trees and plant them.

Board Member Glynn made a motion to request \$50,000 to be placed in the budget for street trees every year and to look into grants for purchasing trees. The motion was seconded by Board Member Roller and all voted in favor.

Town Manager Olmedillo gave the Board an update on the meeting they had with FP&L and the undergrounding of powerlines.

7. Adjournment

There being no further business before the Planning & Zoning Board, Board Member Glynn made a motion to adjourn at 7:57 p.m. The motion was seconded by Board Member Roller and all voted in favor.

Accepted this 27th day of September, 2018


Chair Lindsay Lecour

Attest:


Sandra Novoa, MMC
Town Clerk



MEMORANDUM

ITEM NO. 3E

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission

From: Guillermo Olmedillo, Town Manager 

Date: October 9, 2018

Subject: Three-Year Marketing Services Agreement with Jacober & Associates, Inc.
D/B/A Jacober Creative

Adopted fiscal year 2012 – 2013, the Five (5) Year Tourism Strategic Plan is currently in its fifth and final year. The Tourist Board advertised RFP 2018-04, in search of an agency to provide marketing services for the next three years.

In order to implement a tourism marketing strategy to provide a critical blue print for the continued promotion of the Town which will provide direction and assistance to the Tourist Board and three-year marketing services agreement is necessary at this time.

Based on their response to RFP 2018-04, Jacober Creative will create a seamless year-to-year strategic plan for the next three fiscal years (2018 - 2019, 2019 - 2020, and 2020 - 2021).

The Evaluation/Selection Committee (Committee) met on July 28, 2018 to review the eight proposals that were submitted in response to RFP 2018-04. Each Committee member evaluated and ranked the submissions according to the criteria stated in the RFP.

That Committee was comprised of:

- Duncan Tavares the Assistant Town Manager;
- Lindsay Fast, Tourism Director;
- Tim Milian, Parks and Recreation Director;
- Barbara Cohen, Tourism Board Chairwoman;
- Christina Khan, Sales Director of the Residence Inn Marriott Surfside;
- Jessica Weiss Levinson, local business owner of Serendipity Creamery;
- Gisela Marti, Greater Miami Convention and Visitors Bureau Vice President of Marketing & Tourism

The proposals were scored out of 100 by each individual Committee member. One of the eight proposals was deemed unresponsive. Of the seven responsive proposals, the lowest collective score was 398, and the three highest scores were 602, 537, and 480 submitted by Jacober Creative, The Atkins Group and Redevelopment Management Association, respectively.

Based on their submissions, the three highest scoring proposers were invited back for an in-person presentation to the Committee. The invitation was extended to Jacober Creative, The Atkins Group, and Redevelopment Management Associates (RMA).

On July 12, 2018, the in-person presentations began with a letter from The Atkins Group declining the invitation to present and therefore disqualifying themselves. Therefore, the other two agencies, Jacober Creative and RMA, presented and fielded questions from the Committee. Upon conclusion of the meeting, the Committee unanimously recommended awarding of the three-year marketing services agreement to Jacober Creative as the most responsive and responsible proposer.

The Committee's recommendation to select and award an agreement to Jacober Creative was presented to the Tourist Board at its August 6, 2018 meeting. Due to the nature of this agreement being multi-year, the Tourist Board unanimously endorsed the selection of Jacober Creative, having forwarded their recommendation for contract award to the Town Commission as part of this Commission Communication.

The Town charges a Resort Tax of four percent (4%) on revenues generated by the sale of accommodations and two percent (2%) on revenues from food and beverages sold within the Town's limits. The proceeds from the Resort Tax are put into a Special Revenue Fund within the Town's budget. Resort Tax revenues are projected to exceed \$2,500,000 for Fiscal Year 2017-2018.

Thirty-four percent (34%) of the expenditure of these funds are governed by the Town's Tourist Board, comprised of members appointed by the Town's Commission, who oversee the legal and appropriate use of these funds through the Tourism Director and the operations of the Tourist Bureau who is responsible for bringing visitors into the Town to patronize hotels, restaurants, businesses, and other recreational amenities.

The Tourist Board has endorsed the use of the 34% of Resort Taxes to fund the Three-Year Marketing Services Agreement with Jacober Creative. The agreement cost is set forth as follows:

- Year one retainer in the agreement (FY 2018-2019) includes 93 monthly service hours, at an hourly rate of \$135
- Year two retainer in the agreement (FY 2019-2020) includes 93 monthly service hours at an hourly rate of \$145.
- Year three retainer in the agreement (FY 2020-2021) includes 93 monthly service hours at an hourly rate of \$155.

The agreement states that it's subject to the yearly budgetary approval process by the Town Commission.

No funding for the Jacober Creative three-year marketing services agreement will be required from the 66% of the Resort Taxes, nor from the property tax supported General Fund.

The three-year marketing services agreement is set to begin October 10, 2018 and end September 30, 2021.

The scope of services, including an additional 29 monthly services hours over the previous year's agreement, along with the addition of Research and Analysis among other things, provides for a comprehensive Three (3) Year Tourism Strategic Plan for the Town of Surfside. The resulting Tourism Strategic Plan will be brought before the Tourist Board for possible adoption and subsequent execution.

Execution of said plan will take place with the efforts of existing staff alongside Jacober Creative with the oversight of the Tourist Board.

The Administration, supported by the RFP Evaluation/Selection Committee and Tourist Board recommends approval of the three-year marketing services agreement between the Town and Jacober Creative as outlined in the Resolution.

Reviewed by  Prepared by 

RESOLUTION NO. ____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA SELECTING AND AWARDING THE PROPOSAL OF JACOBER & ASSOCIATES, INC. D/B/A JACOBER CREATIVE FOR MARKETING SERVICES TO THE TOWN'S TOURIST BUREAU; AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT FOR THE SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside ("Town") issued Request for Proposals (RFP) No. 2018-004 seeking to competitively procure marketing services for the Town's Tourist Bureau in order to bring visitors to the Town to patronize hotels, restaurants, businesses and other recreational amenities ("Services"); and

WHEREAS, Jacober & Associates, Inc. D/B/A Jacober Creative ("Consultant") currently provides marketing services to the Tourist Bureau and submitted a proposal in response to the RFP; and

WHEREAS, multiple proposals were received by the Town in response to the RFP and evaluated by the Evaluation/Selection Committee and the Tourist Board, which recommended award of the Services to Consultant; and

WHEREAS, the Town wishes to select the proposal of the Consultant and award the Services to Consultant; and

WHEREAS, the Town Commission wishes to engage the Consultant to provide the Services and authorize the Town Manager to execute the Agreement for Marketing Services, substantially in the form attached hereto as Exhibit "A" ("Agreement"), subject to final approval as to form, content, and legal sufficiency by the Town Manager and Town Attorney; and

WHEREAS, the Town Council finds that the award of the Services to the Consultant and this Resolution are 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 Adopted. Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. Selection of Consultant and Award of Agreement. The Town Commission hereby selects the proposal of the Consultant, Jacober & Associates, Inc. D/B/A Jacober Creative, and awards the Agreement to perform the Services.

Section 3. Town Manager Authorized; Agreement Authorized. The Town Manager is hereby authorized to enter into the Agreement with the Consultant for the Services, substantially in the form attached hereto as Exhibit “A”, subject to final approval as to form, content, and legal sufficiency by the Town Manager and Town Attorney.

Section 4. Implementation of Agreement. The Town Manager and Town Officials are authorized to take any and all necessary action to implement the Services, the Agreement and the purposes of this Resolution.

Section 5. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 9th day of October, 2018.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION

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

**PROFESSIONAL SERVICES AGREEMENT FOR MARKETING SERVICES
BETWEEN
THE TOWN OF SURFSIDE
AND
JACOBBER & ASSOCIATES, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made effective as of the 10th day of October, 2018 (the "Effective Date") by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation, whose principal address is 9293 Harding Avenue, Surfside, Florida 33154 (hereinafter the "Town"), and **JACOBBER & ASSOCIATES, INC.**, a Florida corporation **D/B/A JACOBBER CREATIVE** whose address is 690 Lincoln Road, Suite 201, Miami Beach, FL 33139 (hereinafter the "Consultant").

WHEREAS, the Town issued Request for Proposals No. 2018-04 ("RFP"), soliciting marketing services for its Tourist Bureau, which RFP is incorporated herein and made a part hereof; and

WHEREAS, Consultant submitted a response or proposal to the RFP dated June 15, 2018 to provide the marketing services ("Proposal"), which Proposal is incorporated herein and made a part hereof, and the Proposal was selected and awarded by the Tourist Bureau and Town Commission; and

WHEREAS, the Consultant will provide professional marketing services to assist the Town with promoting the Town to bring visitors to the Town to enjoy and patronize its hotels, restaurants, and other recreational activities ("Services"); and

WHEREAS, the Consultant and Town, through mutual negotiation, have agreed upon the fees for the Services; and

WHEREAS, the Town desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Town agree as follows:

1. **Scope of Services.**

1.1 Consultant shall provide the Services set forth in the RFP and the Proposal incorporated herein, as well as the Services detailed in this Agreement.

1.2 Consultant shall perform all necessary tasks and services (hereinafter "Deliverables") set forth in the RFP and the Proposal incorporated herein, including the following:

1.2.1 Design: Ongoing print and digital designs, as needed

- 1.2.2 Editorial: (i) Copywriting; (ii) Visitor Social, blog and email content creation
 - 1.2.3 Marketing: (i) Email Marketing; (ii) Visitor Social Media Management; (iii) Media Strategy; (iv) Media Buying; (v) Digital Advertising
 - 1.2.4 Website: (i) Website Maintenance; (ii) Blog Updating and Optimization
 - 1.2.5 Client Services: (i) Dedicated Account Executive; (ii) Monthly Reports to Surfside Tourism Director; (iii) Quarterly Updates with Tourism Board; (iv) Reporting and Analytics
- 1.3 Upon the Town's request, in writing, for additional services the Consultant shall render additional services specified by the Town at rates to be mutually agreed upon ("Additional Services"). Additional services may include, but are not limited to, public relations, local media advertisements, social media advertisements, photo shoots, video production, and event planning.

2. **Term/Commencement Date.**

- 2.1 This Agreement shall become effective upon the Effective Date and shall remain in effect for three (3) years. Thereafter, the Town shall have the option to renew for three additional one (1) year terms; unless earlier terminated in accordance with Paragraph 8.
- 2.2 Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended, in writing, by the Town Manager.

3. **Compensation and Payment.**

- 3.1 Town agrees to pay Consultant a total fee as described below for the Term to cover the Consultant's time to provide the Services as described in Consultant's Proposal. This fee is payable in monthly installments as described below. Consultant shall deliver an invoice to Town no more often than once per month detailing Services to be completed and the amount due to Consultant under this Agreement, in the amount of \$12,555 per month for the 1st year, in the amount of \$13,485 per month for the 2nd year, and in the amount of \$14,415 per month for the 3rd year, which shall not exceed the Monthly Retainer Maximum (hereinafter defined). For year 1 of the Term, the Maximum Monthly Retainer shall be 93 service hours at \$135.00 or \$12,555 per month or \$150,660 for the year. For year 2 of the Term, the Maximum Monthly Retainer shall be service 93 hours at \$145.00 or \$13,485 per month or \$161,820 for the year. For year 3 of the Term, the Maximum Monthly Retainer shall be 93 service hours at \$155.00 or \$14,415 per month or \$172,980 for the year. Unused service hours for any month shall be credited forward to the remainder of the Term. Service hours in excess of the allotted retainer for the month (93 hours) are billed at the hourly rates as follows: \$135

per hour in year 1; \$145 per hour in year 2; \$155 per hour in year 3. The Town agrees to retain Consultant for a total of 1,116 hours for each year of the Term, with unused service hours rolled forward and credited to the remainder of the Term. When service hours for a single month come within 60%-80% of the total monthly allotted hours (or reach 55–75 hours), Consultant will notify Town in writing of such in order to avoid overages. This will allow the Town to review initiatives and time needs for the remainder of the month. If Consultant does not provide Town with such written notification, then any overages will be at the expense of Consultant. Should the Agreement be extended by the Town for up to three (3) additional one (1) year terms, the amount payable to Consultant by Town shall be based on an hourly rate of \$165.00 for the 1st extension year, \$175.00 for the 2nd extension year and \$185.00 for the 3rd extension year, and payable as described above for the original term of the Agreement. Town shall compensate Consultant for additional work and costs outside of the Services outlined above with prior written approval of additional work.

3.2 Fees shall be paid in advance each month, pursuant to Consultant’s invoice, which shall be based upon the hourly rates as stated in the Schedule of Rates. The Town shall pay the Consultant in accordance with the Florida Prompt Payment Act

4. **Subconsultants.**

4.1 The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.

5. **Town’s Responsibilities**

5.1 Town shall make available any staff and representatives, and provide criteria requested by Consultant to assist Consultant in providing the Services, Deliverables, and Additional Services.

5.2 Upon Consultant’s request, Town shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

6. **Warranties; Compliance with Laws.**

6.1 Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances, and all work under this Agreement shall be Consultant’s original work and will not infringe, misappropriate, or violate any intellectual property or other right of any person or entity. If at any time during the term of this Agreement it is determined that the Consultant’s

Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Town requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.

6.2 Consultant hereby warrants and represents that at all times during the Term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Town as an independent contractor of the Town.

7. **Termination.**

7.1 Termination for Convenience. This Agreement may be terminated by Town for any reason or no reason upon thirty (30) calendar days written notice to Consultant, subject to one (1) month early termination fee of \$12,555 if terminated during the first year of the term, \$13,485 if terminated during the second year of the term, and \$14,415 if terminated during the third year of the term, payable in one lump sum to Consultant from Town and due upon the termination effective date. In the event of such termination, Consultant shall be entitled to receive compensation for Services performed pursuant to this Agreement through the date of termination. Except for the early termination fee as set forth hereinabove, the Town shall not be required to make payment for Services that have not been performed or rendered.

7.2 Termination with Cause. This Agreement may be terminated by either party upon fifteen (15) calendar days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. Town and Consultant shall each have the opportunity to cure any failure to perform in accordance with material terms during said fifteen (15) day cure period. In the event of such termination, Consultant shall be entitled to receive compensation for Services completed pursuant to this Agreement as stated herein through the date of termination.

7.3 The rights, duties and responsibilities of Consultant shall continue in full force during the period of notice, but Consultant's Services shall be limited to supervising and administering then existing already in progress brand, marketing or advertising programs and/or projects and the ordering and billing of approved media who's published closing dates, run dates or air dates fall within such period through the date of termination.

7.4 Upon termination of this Agreement, Consultant shall transfer all books, records, reports, documents and data, pertaining to the Services to the Town, in accordance with Florida Statute Ch. 119.0701 in electronic format within fifteen (15) days from the date of the written notice of termination or the

date of expiration of this Agreement (or sooner if required by Chapter 119, Florida Statutes).

8. **Insurance.**

8.1 Consultant shall secure and maintain throughout the duration of this Agreement, if selected, 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 Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Town as it deems necessary or prudent.

- a. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
- b. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.
- c. Business Automobile Liability with minimum limits of \$500,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. for Consultant officers and employees owning, or leasing motor vehicle. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

- d. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

- 8.2 **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 and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Town and prior to commencing 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 Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the 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.
- 8.3 **Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation 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 Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.
- 8.4 **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.
- 8.5 The provisions of this section shall survive termination of this Agreement.

9. **Nondiscrimination.**

During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

10. **Attorneys Fees and Waiver of Jury Trial.**

10.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

10.2 IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

11. **Indemnification.**

11.1 Consultant shall indemnify and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim and for any judgment or damages arising from Consultant's performance or non-performance of this Agreement. Excluded from this indemnification are those claims, demands, and/or causes of action arising out of the gross negligence of the Town or the negligence of third party vendors engaged by Town.

11.2 The provisions of this section shall survive termination of this Agreement.

12. **Notices/Authorized Representatives.**

12.1 Any notices required by this 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: Guillermo Olmedillo
Town Manager
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154
Email: golmedillo@townofsurfsidefl.com

With a copy to: Lillian Arango, Esq.
Town Attorney
Weiss Serota Helfman Cole & Bierman, P.A.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134
Email: larango@townofsurfsidefl.com

For the Consultant: Paul Jacober
President
Jacober & Associates, Inc.
690 Lincoln Road, Suite 201
Miami Beach, FL 33139
(305) 672-3293
Email: paul@jacober.com

With a copy to: Robert Kahn, Esq.
4522 Sheridan Avenue
Miami Beach, Florida 33140
Email: roklaw@bellsouth.net

13. **Governing Law and Venue.**

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be in Miami-Dade County, Florida.

14. **Entire Agreement/Modification/Amendment.**

- 14.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.
- 14.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

14.3 Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

15. **Ownership and Access to Records and Audits.**

15.1 Consultant acknowledges that all brand, marketing and advertising materials prepared by Consultant and accepted and paid for by Town for use in brand, marketing or advertising programs, and all similar or related information (whether patentable or not) which relate to the Services provided to the Town which are conceived, developed or made by Consultant during the term of this Agreement (“Work Product”) belong to the Town. Consultant 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 this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments). Town agrees that the Consultant has the right to use these supplied materials in the development of Town’s work. Consultant may indefinitely use the Work Product developed for the Town in Consultant portfolio, case studies and promotional materials.

15.2 Consultant agrees to keep and maintain public records in Consultant’s possession or control in connection with Consultant’s performance under this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant 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.

15.3 Upon request from the Town’s custodian of public records, Consultant 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.

15.4 Unless otherwise provided by law, any and all records, including but not limited to reports and other data and documents provided or created in connection with this Agreement, excluding any items protected from disclosure by Section 119.0701, Florida Statutes, are and shall remain the property of the Town.

15.5 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement, excluding any

items protected from disclosure by Section 119.0701, Florida Statutes, in the possession of the Consultant shall be delivered by the Consultant to the Town Manager, at no cost to the Town, within ten (10) days, or kept and maintained by Consultant and made available to Town upon request. All such records stored electronically by Consultant 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 Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

- 15.6 Upon Consultant's failure to timely reply to a request from the Town for any records required by Section 119.0701, Florida Statutes, any compensation due to Consultant shall be withheld until all required records are received as provided herein.
- 15.7 To the extent required by Section 119.0701, Florida Statutes, Consultant's failure or refusal to comply with the provisions of this section with ten (10) day notice from Town shall result in the immediate termination of this Agreement by the Town.

Section 119.0701(2)(a), Florida Statutes

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

Custodian of Records: Sandra Novoa, MMC
Mailing address: 9293 Harding Avenue,
Surfside, Florida 33154
Telephone number: 305-861-4863
Email: snovoa@townofsurfsidefl.gov

16. **Non-Assignability.**

This Agreement shall not be assignable by Consultant unless such assignment is first approved by the Town Manager. The Town is relying upon the

apparent qualifications and expertise of the Consultant, and such firm's familiarity with the Town's area, circumstances and desires.

17. **Severability.**

If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

18. **Independent Contractor.**

Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Town with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

19. **Waiver.**

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

20. **Survival of Provisions**

Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

21. **Prohibition of Contingency Fees.**

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

22. **Public Entity Crimes Affidavit.**

Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

23. **Counterparts.**

This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

24. **Background Checks.**

Consultant will be responsible for maintaining current background checks on all employees and subcontractor employees involved in the performance of the Services. Background checks must be performed prior to the performance of any Services by the employee under this Agreement. Written verification of any background checks must be provided to the Town at the request of the Town Manager.

25. **Termination Due To Lack of Funding.**

This Agreement is subject to the condition precedents that: (i) Town funds are available, appropriated and budgeted, for the Services annually for each year of the Term; (ii) the Town secures and obtains any necessary proceeds, grants or loans for the accomplishment of the Services pursuant to any borrowing legislation adopted by the Town Commission relative to the Services; and (iii) Town Commission enacts legislation or other necessary resolutions, which awards and authorizes the execution of this Agreement and the annual appropriation and budgeting for the Services. Town represents to Consultant that Town has adopted a resolution authorizing execution of this Agreement.

26. **Non-Exclusive Agreement.**

Consultant's Services shall be provided on a non-exclusive basis. The Town reserves the right to procure or acquire similar services from other providers while this Agreement is in effect.

27. **Most Favored Nation.**

Consultant agrees that if, after the Effective Date of this 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 substantially more favorable than the terms in the Agreement, the Town may provide Consultant 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 this Agreement, and requesting to negotiate an amendment to this Agreement (a “New Agreement Notice”). The parties shall act in good faith to negotiate an amendment to this 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 may terminate this Agreement in accordance with the provisions of Section 7.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date written below their signatures.

CONSULTANT:

**JACOBBER & ASSOCIATES, INC., A
Florida corporation, D/B/A JACOBBER
CREATIVE**

By: _____

Name: _____

Title: _____

Date Executed: _____

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

TOWN:

**TOWN OF SURFSIDE, a
Florida municipal corporation**

By: _____
Guillermo Olmedillo, Town Manager

Date Executed: _____

Attest:

By: _____
Sandra Novoa, Town Clerk, MMC

Approved as to Form and Legal Sufficiency:

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



MEMORANDUM

ITEM NO. 3F

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Guillermo Olmedillo, Town Manager
Date: October 9, 2018
Subject: Public Information Representative

The essential, accurate and timely dissemination of Town information requires professional services only a highly qualified public relations specialist can provide.

The Fiscal Year 2018/2019 adopted budget identifies funding for Pinzur Communications (Pinzur) to remain as the Town's Public Information Representative (PIR) in an expanded capacity. The additional initiatives include, but are not limited to, transforming Channel 93's programming, creating a #MySurfside citizens engagement project as well as establishing a *Government Academy* (similar to the *Police Academy*).

The first year of PIR services has facilitated a better way to communicate with the residents of Surfside. A more comprehensive approach, and more involvement from a PIR, will assist the Town to be more proactive in communicating with the residents and provide the ability to respond quickly on "hot button" issues when they arise.

The following Scope of Services identifies, but is not limited to, the initiatives and activities for Pinzur this fiscal year:

- Draft communications plan and strategy for FY 2019, as well as execute plan
- Draft key messages and FAQ documents around resident hot topics
- Provide strategic PR counsel, as necessary, on matters of importance to Town residents
- Continue to use public information program as a guide to set the framework for shaping Surfside's communications policies and program
- Transform Channel 93 into a more lifestyle-focused channel that will appeal more to Surfside residents; PIR and video production team to:
 - Create monthly schedule that includes topic and segment ideas (i.e. Haute Happenings in Surfside, new business features, dog identification, events, important topics for residents, etc.)
 - Reach out to subjects, businesses, department directors, etc. to notify them in advance of filming


- Develop a TV training guide to help educate the interviewee about what to expect for filming, talking points, etc.
- Schedule and film 2 to 3 segments per month at various locations. This takes (1) full day
- Edit each video, which takes several days. Videos will have unlimited use and can also be used for media opportunities
- Upload videos to Channel 93 and make necessary edits/additions to content on Ch. 93 throughout the month
- Help boost citizen engagement and increase the number of residents who sign-up for Town news alerts through the launch of a new campaign called #MySurfside
- Set-up Surfside table at key Town events to serve as another resource for residents to receive educational materials, ask questions and participate in the #MySurfside citizen engagement campaign
- Meet with Sustainability and Resiliency Committee to brainstorm ways to create a more engaged community on matters including sea level rise and climate change
- Monitor conversations being held about Surfside including Nextdoor for example; draft content for each month and regularly post updates to keep residents informed of important information, events, etc.; respond to residents' public and private questions on platform
- Survey residents on preferred mode of communication; continually look for ways to enhance existing and/or launch new communication channels based on feedback, such as additional social media channels
- Draft social media policy for Town of Surfside and coordinate social media workshop for Elected Officials and Town Administration
- Film, produce and edit videos to educate residents on certain processes, hurricane preparedness, budget season and other relevant topics
- Assist with outreach to key stakeholders and the procurement of experts to speak at Town Commission meetings and workshops
- Assist with development of PowerPoint presentations as another communications tool for residents on matters of importance
- Continue to reach out to neighboring municipalities to form beneficial partnerships and share best practices
- Produce Town e-blasts to ensure messages are consistent; propose new look and feel; continually keep residents engaged and informed of important information and updates
- Assist with the creation of uniform/branded staff flyers for communication to residents, as well as produce graphics/flyers to be used on various communication channels (i.e. Nextdoor, social media, Publix and Starbucks community boards, etc.)
- Responsible for overseeing, drafting and/or editing any communication that goes to residents, such as door hangers, brochures, etc.
- Oversee regular updates to Town website and work with department directors on updating FAQs and relevant information that is important to residents

- Oversee the monthly Gazette including transformation of newsletter, editing and supplying information
- Include neighborhood synagogues, churches, schools and PTAs as part of communication outreach
- Help manage SeeClickFix and hold directors accountable for responding to residents in a timely manner; also provide further guidance on how to appropriately respond to challenging submissions
- Draft nominations for consideration of the Town of Surfside for key industry awards, such as American Planning Association – Florida Chapter’s “Great Places in Florida” or Florida League of Cities sustainability awards
- Draft press materials as needed
- Craft thoughtful media pitches (English and Spanish) and target local (and some select) national online, print and broadcast media through ongoing media relations efforts
- Follow-up with interested press, coordination of interviews, journalist visits to Surfside, exchange of information and images, etc.
- Gather editorial calendars and determine best fit for Surfside
- Secure Surfside in key feature stories and roundup articles
- Draft talking points for media interview opportunities
- Media train spokesperson(s) for press opportunities
- Form a “Government Academy” (similar to the Police Academy) with the goal of educating residents on how government works
- Attend Town Commission Meetings and participate in pre-agenda, as well as post-commission recap meetings with staff and regularly scheduled calls/meetings to discuss progress and next steps
- Regularly update crisis communications plan and work directly with Command Chief to ensure residents receive timely and regular updates on crises, hurricanes, etc.; draft talking points for Town staff as well as press
- Monitor media coverage, and prepare monthly status and clip reports; submit weekly reports

This is a budgeted item at \$90,020 within the General Fund (account number 001-6600-552-3410) for Pinzur PIR services through Fiscal Year 2018/2019.

Existing staff would be utilized to work with the Pinzur (PIR) as in Fiscal Year 2017/2018.

The Administration recommends approval and seeks authorization to enter into an agreement with Pinzur as defined above and in the agreement attached to the accompanying resolution.

Reviewed by _____ Prepared by 

RESOLUTION NO. 2018- _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A RENEWAL/AMENDMENT TO THE AGREEMENT WITH PINZUR COMMUNICATIONS, INC. FOR PUBLIC INFORMATION REPRESENTATIVE SERVICES; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE RENEWAL/AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 15, 2017, the Town of Surfside (the “Town”) entered into a Professional Services Agreement with Pinzur Communications, Inc. (“Consultant”) for public information representative services (“Agreement”); and

WHEREAS, the Town and Consultant wish to amend the Agreement as set forth in the Renewal/Amendment to the Agreement attached hereto as Exhibit “A” (the “Amendment”), in order to extend the term of the Agreement for an additional one year period effective October 1, 2018 through September 30, 2019, provide for additional renewal terms, amend the scope of services to be provided by Consultant and the total compensation payable Consultant for the renewal term; and

WHEREAS, the Town Commission finds that the Amendment is in the best interest and welfare of the Town and wishes to approve same in substantially the form attached hereto as Exhibit “A.”

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 Consultant, substantially in the form attached hereto as Exhibit “A”, is hereby approved. The Town Commission authorizes the Town Manager to execute the Amendment on behalf of the Town, together with such non-substantive changes as may be approved by the Town Manager and Town Attorney for legal sufficiency.

Section 3. Implementation. The Town Manager and/or designee are 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 9th day of October, 2018.

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

RENEWAL/AMENDMENT TO AGREEMENT

TOWN OF SURFSIDE

AND

PINZUR COMMUNICATIONS, INC.

PUBLIC INFORMATION REPRESENTATIVE

THIS RENEWAL/AMENDMENT TO AGREEMENT (this "Amendment") is entered into as of October 1, 2018 by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (hereinafter the "Town"), and **PINZUR COMMUNICATIONS, INC.**, a Florida corporation (hereinafter the "Consultant").

WHEREAS, the Town and Consultant entered into that certain Professional Services Agreement for Public Information Representative services dated November 15, 2017 (the "Agreement"); and

WHEREAS, the Town and Consultant wish to extend or renew the Term of the Agreement for a one (1) year period effective October 1, 2018, and provide the Town with the option of additional renewal terms, all as provided for herein; and

WHEREAS, the Town and Consultant further wish to amend and expand the scope of services as set forth in Exhibit "A" attached hereto and the compensation payable to Consultant.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the parties do hereby agree as follows:

1. **Recitals Adopted.** The above recitals are true and correct and are incorporated herein by this reference. All initially capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Agreement.

2. **Extension/Renewal of Term.** Section 2 of the Agreement is hereby amended to extend or renew the Term of the Agreement for one (1) year effective October 1, 2018, from October 1, 2018 through September 30, 2019 ("First Renewal Term"). Thereafter, the Town shall have the further right to extend the Term of the Agreement for two (2) successive one (1) year terms, upon providing Consultant with a minimum of thirty (30) days' advance written notice (via email) of such election to renew for an additional year term.

3. **Scope of Services.** Section 1 of the Agreement is hereby amended in order to expand the Services provided by Consultant in accordance with the revised Scope of Services attached hereto as Exhibit "A." Consultant shall provide all Services provided in the revised Scope of Services attached hereto as Exhibit "A."

4. **Compensation and Payment.** Section 3.1 of the Agreement is hereby amended to provide that the Town shall pay the Consultant total compensation of \$90,020.00 for the First Renewal Term.

5. **Conflict; Amendment Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this Amendment and the terms and provisions of the Agreement, the terms and provisions of this Amendment shall control.

6. **Agreement Ratified.** Except as otherwise specifically set forth or modified herein, the all terms and pricing in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

TOWN:

TOWN OF SURFSIDE, a Florida municipal corporation

By: _____
Guillermo Olmedillo, Town Manager

Date Executed: _____

Attest:

Town Clerk

Approved as to Legal Form and
Leal Sufficiency:

Town Attorney

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

CONSULTANT:

Witnesses:

PINZUR COMMUNICATIONS, INC., a Florida corporation

By: _____

Print Name: _____

Name: _____

Title: _____

Date Executed: _____

Print Name: _____

EXHIBIT "A"

(Attach Revised Scope of Services)

Public Information Representative Expanded Scope of Services for FY 2019

PIR Scope of Services:

Pinzur Communications will provide the following expanded scope of services:

- Draft communications plan and strategy for FY 2019, as well as execute plan
- Draft key messages and FAQ documents around resident hot topics
- Provide strategic PR counsel, as necessary, on matters of importance to Town residents
- Continue to use public information program as a guide to set the framework for shaping Surfside's communications policies and program
- Transform Channel 93 into a more lifestyle-focused channel that will appeal more to Surfside residents; PIR and video production team to:
 - Create monthly schedule that includes topic and segment ideas (i.e. Haute Happenings in Surfside, new business features, dog identification, events, important topics for residents, etc.)
 - Reach out to subjects, businesses, department directors, etc. to notify them in advance of filming
 - Develop a TV training guide to help educate the interviewee about what to expect for filming, talking points, etc.
 - Schedule and film 2 to 3 segments per month at various locations. This takes (1) full day.
 - Edit each video, which takes several days. Videos will have unlimited use and can also be used for media opportunities
 - Upload videos to Channel 93 and make necessary edits/additions to content on Ch. 93 throughout the month
- Help boost citizen engagement and increase the amount of residents who sign-up for Town news alerts through the launch of a new campaign called #MySurfside
- Set-up Surfside table at key Town events to serve as another resource for residents to receive educational materials, ask questions and participate in the #MySurfside citizen engagement campaign
- Meet with Sustainability and Resiliency Committee to brainstorm ways to create a more engaged community on matters including sea level rise and climate change
- Monitor conversations being held about Surfside including Nextdoor for example; draft content for each month and regularly post updates to keep residents informed of important information, events, etc.; respond to residents' public and private questions on platform
- Survey residents on preferred mode of communication; continually look for ways to enhance existing and/or launch new communication channels based on feedback, such as additional social media channels
- Draft social media policy for Town of Surfside and coordinate social media workshop for Elected Officials and Town Administration
- Film, produce and edit videos to educate residents on certain processes, hurricane preparedness, budget season and other relevant topics
- Assist with outreach to key stakeholders and the procurement of experts to speak at Town Commission meetings and workshops
- Assist with development of PowerPoint presentations as another communications tool for residents on matters of importance
- Continue to reach out to neighboring municipalities to form beneficial partnerships and share best practices

- Produce Town e-blasts to ensure messages are consistent; propose new look and feel; continually keep residents engaged and informed of important information and updates
- Assist with the creation of uniform/branded staff flyers for communication to residents, as well as produce graphics/flyers to be used on various communication channels (i.e. Nextdoor, social media, Publix and Starbucks community boards, etc.)
- Responsible for overseeing, drafting and/or editing any communication that goes to residents, such as door hangers, brochures, etc.
- Oversee regular updates to Town website and work with department directors on updating FAQs and relevant information that is important to residents
- Oversee the monthly Gazette including transformation of newsletter, editing and supplying information
- Include neighborhood synagogues, churches, schools and PTAs as part of communication outreach
- Help manage SeeClickFix and hold directors accountable for responding to residents in a timely manner; also provide further guidance on how to appropriately respond to challenging submissions
- Draft nominations for consideration of the Town of Surfside for key industry awards, such as American Planning Association – Florida Chapter’s “Great Places in Florida” or Florida League of Cities sustainability awards
- Draft press materials as needed
- Craft thoughtful media pitches (English and Spanish) and target local (and some select) national online, print and broadcast media through ongoing media relations efforts
- Follow-up with interested press, coordination of interviews, journalist visits to Surfside, exchange of information and images, etc.
- Gather editorial calendars and determine best fit for Surfside
- Secure Surfside in key feature stories and roundup articles
- Draft talking points for media interview opportunities
- Media train spokesperson(s) for press opportunities
- Form a “Government Academy” (similar to the Police Academy) with the goal of educating residents on how government works
- Attend Town Commission Meetings and participate in pre-agenda, as well as post-commission recap meetings with staff and regularly scheduled calls/meetings to discuss progress and next steps
- Regularly update crisis communications plan and work directly with Command Chief to ensure residents receive timely and regular updates on crises, hurricanes, etc.; draft talking points for Town staff as well as press
- Monitor media coverage, and prepare monthly status and clip reports; submit weekly reports



MEMORANDUM

ITEM NO. 4A1

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission

From: Guillermo Olmedillo, Town Manager

Date: October 9, 2018

Subject: Grandfathering Building Lengths

On May 8, 2018, the Town Commission adopted regulations setting maximum building lengths and minimum building separations in the H30C and H40 zoning districts facing Collins and Harding Avenues. At the time of adoption, the Commission directed staff to draft Code revisions to clearly preserve and codify the redevelopment rights of existing buildings which would not be subject to the newly adopted building length and separation requirements if they were destroyed.

The attached ordinance allows existing buildings in the H30C and H40 zoning district to be repaired or rebuilt according to their existing, approved site plans if they are damaged or destroyed by fire, natural disaster, or other act of God instead of being required to comply with the new building length and building separation requirements. This exemption applies only in the event of fire, natural disaster, or other act of God and would not apply if a property owner independently chose to redevelop their property.

The Planning and Zoning Board reviewed this request and recommended denial to the Town Commission.

The Town Administration recommends the approval of the attached Ordinance on second reading.

Reviewed by GO

Prepared by SSG

ORDINANCE NO. 18 - _____

**AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA
AMENDING SECTION 90-51 “MAXIMUM FRONTAGE OF
BUILDINGS AND FACADE ARTICULATIONS.” OF
“CHAPTER 90 ZONING” OF THE TOWN OF SURFSIDE
CODE OF ORDINANCES TO ADDRESS APPLICABILITY
OF MAXIMUM BUILDING LENGTH REQUIREMENTS FOR
EXISTING BUILDINGS IN THE H30C AND H40 ZONING
DISTRICTS; PROVIDING FOR REPEAL OF CONFLICTING
PROVISIONS; PROVIDING FOR SEVERABILITY;
PROVIDING FOR INCLUSION IN THE CODE; AND
PROVIDING FOR AN EFFECTIVE DATE.**

1 **WHEREAS**, the Town Commission of the Town of Surfside, Florida, recognizes that
2 changes to the adopted Code of Ordinances are periodically necessary in order to ensure that the
3 Town’s regulations are current and consistent with the Town’s planning and regulatory needs;
4 and

5 **WHEREAS**, on May 8, 2018, the Town Commission adopted regulations setting
6 maximum building lengths and minimum building separations in the H30C and H40 zoning
7 districts facing Collins and Harding Avenues; and

8 **WHEREAS**, at the time of adoption, the Commission directed staff to draft Code
9 revisions to clearly preserve and codify the redevelopment rights of existing buildings which
10 would not be subject to the building length and separation requirements adoption on May 8,
11 2018; and

12 **WHEREAS**, the Town Commission held its first public hearing on these regulations on
13 August 14, 2018; and

14 **WHEREAS**, the Planning and Zoning Board, sitting as the Local Planning Agency, has
15 reviewed the revisions to the Code for consistency with the Town’s Comprehensive Plan at a
16 duly noticed hearing on September 27, 2018; and

17 **WHEREAS**, the Town Commission has conducted a second duly noticed public hearing
18 on these regulations as required by law on October 9, 2018; and

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20 **WHEREAS**, the Town Commission hereby finds and declares that adoption of this
21 Ordinance is necessary, appropriate, and advances the public interest.

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

Section 1. Recitals. Each of the above stated recitals is true and correct and the recitals are incorporated herein by this reference.

Section 2. Code Amendment. The Code of Ordinances of the Town of Surfside, Section 90-51 “Maximum frontage of buildings and facade articulations “ of Chapter 90 “Zoning” is hereby amended as follows¹:

Sec. 90-51. - Maximum frontage of buildings and facade articulations.

90-51.1 Continuous wall frontages.

- (1) Continuous wall frontages in the H120 district shall not exceed 150 feet in length
- (2) Continuous wall frontages in the H30C zoning district shall not exceed 90 feet in length, subject to the following:
 - a. There shall be a minimum building separation of 12 feet between buildings on the same property.
 - b. The building facades facing each side of the separation area shall provide a minimum of 10% wall openings per façade and a minimum two-foot area for plantings along each façade.
 - c. Buildings may have a one-story (fifteen feet in height or less) connecting floor or breezeway located on the ground floor between the separated buildings, provided such connection is set back a minimum of 15 feet from the front building line.
- (3) Continuous wall frontages in the H40 zoning district shall not exceed 150 feet in length, subject to the following:
 - a. There shall be a minimum building separation of 17 feet between buildings on the same property.
 - b. The building facades facing each side of the separation area shall provide a minimum of 10% wall openings per façade and a minimum two-foot area for plantings along each façade.
 - c. Buildings may have a one-story (fifteen feet in height or less) connecting floor or breezeway between the separated buildings located on the ground floor, provided such connection is set back a minimum of 15 feet from the front building line.

¹ Additions to text are shown in underline. Deletions to text are shown in ~~strikethrough~~.

- 53 (4) In the event property is developed with lot frontage facing Harding Avenue and Collins
54 Avenue, no wall frontage facing Harding Avenue or Collins Avenue shall exceed 150
55 feet in length, subject to the following:
- 56 a. There shall be a minimum building separation of 17 feet between buildings on the
57 same property and the building separation shall run from Harding Avenue directly
58 through to Collins Avenue.
 - 59 b. The building facades facing each side of the separation area shall provide a
60 minimum of 10% wall openings per façade and a minimum two-foot area for
61 plantings along each façade.
 - 62 c. Buildings may have a one-story (fifteen feet in height or less) connecting floor or
63 breezeway between the separated buildings located on the ground floor, provided
64 such connection is set back a minimum of 15 feet from the front building line.
- 65 (5) In lieu of providing all building separations required in the H30C and H40 districts, a
66 building may provide a building separation equivalency area as follows:
- 67 a. The total sum of the provided building separation equivalency areas shall not be
68 less than the sum of the total building separation areas that would be required if the
69 separations required in subsections (2), (3), or (4) above, as applicable, were
70 instituted.
 - 71 b. Building separation equivalency areas shall be no more than 250 feet apart.
 - 72 c. Any building separation for a property that fronts on both Harding Avenue and
73 Collins Avenue shall run from Harding Avenue directly through to Collins Avenue.
 - 74 d. The building facades facing each side of the separation area shall provide a
75 minimum of 10% wall openings per façade and a minimum four-foot area for
76 plantings along each façade.
 - 77 e. Buildings may have a one-story (fifteen feet in height or less) connecting floor or
78 breezeway between the separated buildings located on the ground floor, provided
79 such connection is set back a minimum of 15 feet from the front building line.
- 80 (6) Structured parking garages: see section 90-49.4.
- 81 (7) Buildings within a district designated as a historic district per Miami-Dade County shall
82 be excluded from these requirements.
- 83 (8) Structures located in the H30C or H40 zoning district which existed on May 8, 2018 and
84 which are destroyed or damaged by fire, flood, windstorm, natural disaster or similar
85 event, shall be exempt from the requirements of paragraphs (2), (3), (4) and (5) of this
86 Section, provided the structure(s) are repaired or rebuilt in compliance with their existing,
87 previously approved and built site plans and, except as exempted by this paragraph, the
88 requirements of Section 90-31 of this Code.

89 * * *

90 **Section 3. Severability.** If any section, subsection, clause or provision of this Ordinance is
91 declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be
92 affected by such invalidity.

93 **Section 4. Conflict.** All sections or parts of sections of the Town of Surfside Code of
94 Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.

95 **Section 5. Inclusion in the Code of Ordinances.** It is the intention of the Town Commission,
96 and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the
97 Town of Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-
98 lettered to accomplish such intentions; and the word “Ordinance” may be changed to “Section” or
99 other appropriate word.

100 **Section 6. Effective Date.** This Ordinance shall be effective upon final adoption on second
101 reading.

102

103 **PASSED** on first reading this 14th day of August, 2018.

104 **PASSED** and **ADOPTED** on second reading this 9th day of October, 2018.

105

106 On Final Reading Moved by: _____

107 On Final Reading Second by: _____

108

109 **FINAL VOTE ON ADOPTION**

110 Commissioner Barry Cohen _____

111 Commissioner Michael Karukin _____

112 Commissioner Tina Paul _____

113 Vice Mayor Daniel Gielchinsky _____

114 Mayor Daniel Dietch _____

115

116 _____
117 Daniel Dietch, Mayor

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119 **ATTEST:**

120

121 _____

122 Sandra Novoa, MMC, Town Clerk

123

124 **APPROVED AS TO FORM AND LEGALITY FOR THE USE**
125 **AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

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128 _____
128 Weiss Serota Helfman Cole & Bierman, P.L.,

129 Town Attorney

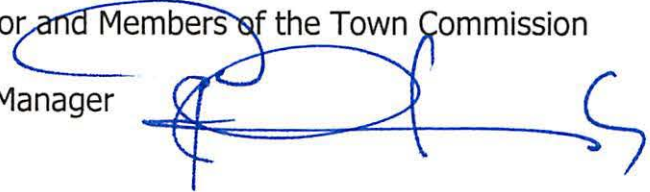
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MEMORANDUM

ITEM NO. 5A

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission

From: Guillermo Olmedillo, Town Manager 

Date: October 9, 2018

Subject: Approval of Agreement with Luke's Landscaping Inc. for Landscape Maintenance Services through "Piggy Back" Method with City of Sunny Isles Beach Agreement

The Town of Surfside's current contract with Luke's Landscaping, Inc. for landscape maintenance services to Town rights-of-way and facilities has expired. Luke's Landscaping has been a long-term provider to the Town of landscape maintenance services and additional related services. Services are being provided on a month-to-month basis with previously contracted rates. A new contract is required with a landscape contractor for landscape maintenance services, as well as a contracted schedule of value for additional services as required, such as plant purchases for special events, seasonal items, vegetation treatment and disaster/emergency services as may be needed due to limited resources in an event of a natural disaster, such as a hurricane.

An agreement between the City of Sunny Isles Beach and Luke's Landscaping that resulted from a Invitation to Bid (ITB) No. 18-03-03 Right of Ways and Facilities Landscape Maintenance Services was reviewed and determined to best fit the Town's needs for regular landscape maintenance services (Basic Services), and Additional Services as needed or requested, including plantings for special events, vegetation treatment and disaster/emergency services. The pricing and Schedule of Values for regular Basic Services will result in a not to exceed annual amount of \$372,002.50, with no proposed increases during the Term of the Agreement. Additional Services will be billed according to the pricing and Schedule of Values attached to the Agreement. The Town has increased its budget to cover described costs, due to an increase in events, vegetation treatment of specialty plants and increased infrastructure beautification.

Budgeting for landscape services is proposed in the 2018-2019 fiscal year budget to be covered under various departments utilizing the services for numerous Town facilities and rights-of-way locations affected, as well as special event plants: Public Works Department through Account Number 001-5000-539.46-04; Parks and Recreation Department through Account Number 001-6000-572.46-04; Parking Department through Account Number 402-9500-545.46-04; and Tourism Department through Account Number 102-8000-572.46-04.

The proposed Agreement with Luke's Landscaping will provide for regular "Basic Services" for landscape maintenance services and additional services for an initial term of 24 months, with an option for the Town to renew the term for up to three (3) additional one (1) year renewal terms, at rates set forth in the Schedule of Values attached to the Agreement.

Staff recommendation is to accept the proposed Agreement with Luke's Landscaping and adopt the attached Resolution, derived from the City of Sunny Isles Beach, ITB No. 18-03-03 for Rights-of-Ways and Facilities Landscape Maintenance Services, for a term of 24 months and to seek and evaluate alternatives prior to additional renewal terms.

Reviewed by: CW / ^{FD HG}FD / HG / GO

Prepared by: HG

RESOLUTION NO. ____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AN AGREEMENT WITH LUKE’S LANDSCAPING, INC. FOR LANDSCAPE MAINTENANCE SERVICES; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE PROCUREMENT PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE OF ORDINANCES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is the responsibility of the Town of Surfside (Town”) to provide landscape maintenance services and additional services to Town rights-of-way, facilities and parks (the “Services”); and

WHEREAS, the City of Sunny Isles Beach, Florida issued an Invitation to Bid (“ITB”) No. 2018-03-03 for Rights-of-Way and Facilities Landscape Maintenance Services in order to obtain competitive procurement of services and prices for landscape maintenance services and additional related services, selected the proposal of Luke’s Landscaping, Inc. (“Contractor”), and entered into an agreement dated July 18, 2018 for the Services (the “City of Sunny Isles Beach Agreement”); and

WHEREAS, the Contractor currently provides landscape maintenance services to the Town pursuant to a previously procured contract, and has been a long-term provider of Services to the Town; and

WHEREAS, in accordance with Section 3-13(3) of the Town of Code, the Town elects to utilize the terms and pricing obtained by the City of Sunny Isles Beach through the competitive procurement process under ITB No. 2018-03-03 and the existing City of Sunny Isles Beach Agreement; and

WHEREAS, the Town Commission wishes to engage the Contractor to provide the Services pursuant to Section 3-13(3) of the Town Code authorizing contracts procured through other governmental entities where the contract resulted from a formal competitive process; and

WHEREAS, the Town desires to enter into an agreement with the Contractor for the Services, in substantially the form attached hereto as Exhibit “A” (the “Agreement”), including or adopting the terms and pricing set forth in the City of Sunny Isles Beach Agreement; and

WHEREAS, the Town Commission wishes to authorize the Town Manager to enter into an Agreement with the Contractor for the Services, substantially in the form attached hereto as Exhibit “A” (the “Agreement”), subject to final approval as to form, content, and legal sufficiency by the Town Manager and Town Attorney; and

WHEREAS, the Town Commission finds that it is in the best interest of the Town to approve the Agreement with the Contractor for the Services, and proceed as indicated in this Resolution.

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. Town Manager Authorized; Agreement Authorized. The Town Manager is hereby authorized to enter into the Agreement with the Contractor for the Services, substantially in the form attached hereto as Exhibit “A”, including and adopting the terms and pricing set forth in the City of Sunny Isles Beach ITB No. 2018-03-03 and Agreement, subject to final approval as to form, content, and legal sufficiency by the Town Manager and Town Attorney.

Section 3. Implementation of Agreement. The Town Manager and Town Officials are authorized to take any and all necessary action to implement the Services, the Agreement and the purposes of this Resolution.

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

PASSED AND ADOPTED this 9th day of October, 2018.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION

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

Attest:

Daniel Dietch, Mayor

Sandra Novoa, MMC
Town Clerk

Approved as to Form and Legal Sufficiency:

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

**AGREEMENT BETWEEN THE TOWN OF SURFSIDE TOWN, FLORIDA
AND
LUKE'S LANDSCAPING, INC.**

(LANDSCAPE MAINTENANCE SERVICES)

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made as of this ____ day of October, 2018 (Effective Date), by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (hereinafter referred to as "Town"), and **LUKE'S LANDSCAPING, INC.**, a Florida corporation (hereinafter referred to as "Contractor") whose Federal ID. # is 59-1587233.

RECITALS

WHEREAS, the Town is in need of a Contractor to provide regular landscape maintenance services to the Town's rights-of-ways, beach areas, beach access points and Town facilities and parks ("Services"), as more particularly described in Attachment "A", including pricing and a Schedule of Values, which is incorporated herein by reference; and

WHEREAS, the Town is in further need of additional services from Contractor, as requested or needed ("Additional Services"), as more particularly described in Attachment "B" attached hereto and incorporated herein, payable in accordance with the pricing and Schedule of Values included in Attachment "B"; and

WHEREAS, Contractor has been performing the Services to the Town, is qualified, willing and able to continue to provide the Services subject to the terms and conditions contained herein; and

WHEREAS, the City of Sunny Isles Beach issued Invitation to Bid (ITB) No. 18-03-03 competitively soliciting landscape maintenance services for the City's rights-of-way and facilities, and awarded an agreement to the Contractor for such services; and

WHEREAS, in accordance with Section 3-13(3) of the Town Code, the Town elects to utilize the terms and pricing obtained by the City of Sunny Isles Beach through the competitive procurement process under ITB No. 18-03-03 and the existing City of Sunny Isles Beach Agreement with the Contractor dated July 18, 2018; and

WHEREAS, the Town desires to enter into this Agreement with Contractor to provide regular landscape maintenance services in a total amount not to exceed \$372,002.50 annually, and an estimated \$180,210.00 for Additional Services, in accordance with Attachments "A" and "B" attached hereto.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein names, the parties agree as follows:

1. **RECITALS**. The recitals set forth above are hereby incorporated into this Agreement and made a part hereof for reference.

2. **SERVICES.**

2.1 Contractor shall provide regular landscape maintenance services to the Town's rights-of-ways, beach areas, beach access points and Town facilities and parks, as more particularly described in Attachment "A" attached hereto, and in accordance with the pricing and Schedule of Values included in Attachment "A" (collectively, "Basic Services"). Contractor shall provide Additional Services to the Town, as needed and requested, which may include seasonal items, vegetation treatment, and disaster/emergency and related services (collectively, "Additional Services"), as more particularly described in Attachment "B" and in accordance with the pricing and Schedule of Values included in Attachment "B." The Basic Services and Additional Services shall be collectively referred to as the "Services."

2.2 The Services shall be performed by Contractor to the full satisfaction of the Town. Contractor agrees to furnish all labor and material in a good and workmanlike and professional manner to perform the Services. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the Town's needs and pursuant to the terms of this Agreement, and shall report to the Town accordingly. Contractor agrees to immediately inform the Town via telephone and in writing of any problems that could cause damage to the Town's property, improvements and persons. Contractor will require its employees to perform their work in a manner consistent with the type and scope of work to be performed. In the event that the Contractor fails to complete the Services pursuant to the terms of this Agreement and the Town must undertake the completion of performance of the Services, Contractor agrees to indemnify the Town for all costs incurred with respect to the completion of those Services and any damages the Town may suffer as a result of Contractor's failure to perform the Services.

2.3 The Services itemized above are not intended to be limiting, and additional services may be required of the Contractor as directed by the Town Manager.

2.4 The Contractor shall utilize its special skills, and shall expend all necessary efforts and personnel to competently and professionally perform and complete the Services in a successful, timely and safe manner. The Contractor shall provide all necessary materials, equipment, personnel and services for the efficient and timely performance of the Services.

3. **TERM.**

3.1 Subject to the provisions relating to the termination of this Agreement as set forth in Section 7 hereunder, the initial term of this Agreement shall have an effective commencement date of October 1, 2018 and shall terminate twenty four (24) months thereafter on September 30, 2020 ("Initial Term"). The Town shall have an option to renew this Agreement for three (3) additional one (1) year terms (each a "Renewal Term") upon notice provided by the Town to the Contractor at least sixty (60) prior to the end of the Initial Term or applicable Renewal Term. Any reference to the Term of this Agreement shall include the Initial Term and any Renewal Term(s).

3.2 The Contractor acknowledges and agrees that time is of the essence in the performance of the Services required under this Agreement. The Contractor shall perform and complete the Services within the timeframes provided by the Town or as directed by the Town, unless an extension is granted by the Town Manager and/or designee.

4. **COMPENSATION.** During the Term of this Agreement, Contractor agrees to provide the Basic Services to the Town in a total amount not to exceed \$372,002.50 annually, with payment to Contractor made by the Town in accordance with the pricing and Schedule of Values included in Attachment "A". Additional Services requested by the Town shall be payable in accordance with the pricing and Schedule of Values set forth in Attachment "B" attached hereto. It is estimated that fees for annual Additional Services during the Term of this Agreement may be \$180,210.00. Payment to the Contractor shall be pursuant to the following conditions:

4.1. **Disbursements.** There are no reimbursable expenses associated with this Agreement.

4.2. **Payment Schedule.** Invoices received from the Contractor pursuant to this Agreement will be reviewed by the Town's Public Work's Department and Town Manager and/or designee. Contractor shall invoice the Town for monthly recurring payments of \$31,000.21 for the Basic Services in accordance with the pricing and Schedule of Values attached hereto as Attachment "A." All other items, and Additional Services, will be invoiced at the unit rates, as set forth in the Schedule of Values attached as Attachment "B". If Services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices will be paid in accordance with the State of Florida Prompt Payment Act. The Town will pay properly submitted Contractor invoices following each monthly period within thirty (30) days of receipt, for completed and accepted deliveries or specified services and/or goods, unless the Town notifies the Contractor in writing of a dispute before payment is due.

4.3. **Availability of Funds.** The Town's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the Town Commission. In the event the Town Commission fails to appropriate funds for the particular purpose of this Agreement during any year of the Term hereof, then this Agreement shall be terminated upon twenty (20) days written notice and the Contractor shall be compensated for the Services satisfactorily performed through the effective date of termination.

4.4. **Final Invoice.** In order for both parties herein to close their books and records, the Contractor will clearly state "final invoice" on the Contractor's final/last billing to the Town. This certifies that all Services have been properly performed and all charges and costs have been invoiced to the Town. Since this account will thereupon be closed, any other additional charges, if not properly included on this final invoice, are waived by the Contractor.

4.5. Contractor shall make no other charges to the Town for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expense or cost is incurred by Contractor with the prior written approval of the Town. If the Town disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the Town's credit or make it a guarantor of payment or surety for any contract,

debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

5. **NON-EXCLUSIVE; MULTIPLE CONTRACTORS.** This Agreement is not exclusive and the Contractor acknowledges that the Town may award Services, in whole or in part, to multiple contractors, as needed or available, by line item, by group, or in its entirety. The Town may utilize other contractors in the event that: (i) Contractor is unable to perform or is not in compliance with any contract or delivery requirement or fails to perform the Services as required herein; (ii) it is in the best interest of the Town to do so, regardless of reason.

6. **PENALTIES FOR RE-INSPECTION.** The Contractor shall promptly correct all apparent and latent deficiencies and/or defects in Services, and/or any unsatisfactory "Non-Compliant Work" that fails to conform to this Agreement regardless of completion status. If Non-Compliant Work is identified, through planned, random or unannounced inspections, or any other circumstance through which the Town becomes aware of Non-Compliant Work, the Contractor will be notified within two (2) business days. All corrections shall be made within two (2) business days after such rejected defects, deficiencies, and/or Non-Compliant Work are written and/or verbally reported to the Contractor by the Town, who may confirm all such verbal reports in writing. The Contractor shall bear all costs of correcting such rejected work. If the Contractor fails to correct the work within the period specified, the Town may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the Town within one (1) business day of receipt of the notice.

In addition to random or unannounced inspections, the Town may conduct planned inspections for rights-of-way and facilities each month, which will be, conducted prior to the Contractor submitting its monthly invoice. The Town may provide the Contractor with an opportunity to correct any Non-Compliant Work or the Town will withhold payment or assess a payment reduction for the Non-Compliant Work. When either planned or unplanned inspection efforts identify Non-Compliant Work, the Contractor will be notified and the Town will conduct a subsequent inspection to ensure compliance. The Town will incur additional administrative expenses for the additional time required to re-inspect the Contractor's Services and may assess against the Contractor a payment reduction of \$250.00 for Town rights-of-way and facilities' re-inspection to cover the administrative expenses associated with each re-inspection effort; such reduction will be in addition to other payment reductions that may apply pursuant to this Agreement.

7. **PERFORMANCE AND PAYMENT BOND.** The Town requires that the Contractor furnish a Performance and Payment Bond in the amount of 100% of the total annual "Basic Services" recurring-monthly as security for the faithful performance of this Agreement and for the payment of all persons performing labor or furnishing materials in connection herewith within ten (10) calendar days of the Effective Date of this Agreement. The bonds shall be with a surety company authorized to do business in the State of Florida, and acceptable in form and substance to the Town and Town Attorney. The Bond(s) shall not contain a provision allowing the

Surety(ies) to cancel the Bonds prior to the completion of this Agreement, including any optional Renewal Terms.

8. **INDEPENDENT CONTRACTOR RELATIONSHIP.** The Contractor is an independent Contractor and shall be treated as such for all purposes. Nothing contained in this Agreement or any action of the parties shall be construed to constitute or to render the Contractor an employee, partner, agent, shareholder, officer or in any other capacity other than as an independent Contractor. Contractor shall be responsible for any and all of its own expenses in performing its duties as contemplated under this Agreement. The Town shall not be responsible for any expense incurred by the Contractor. The Town shall have no duty to withhold any Federal income taxes or pay Social Security taxes and such obligations shall be that of the Contractor. Other than as specifically set forth in this Agreement, Contractor shall furnish its own transportation, office and other supplies as it determines necessary in carrying out its duties and the Services under this Agreement.

9. **INSURANCE.** Contractor shall, at its sole cost and expense, during the Term of this Agreement, procure and maintain the following minimum insurance coverages to protect the Town and Contractor against all loss, claims, damage and liabilities caused by Contractor, its agents, contractors or employees, as more particularly set forth below:

- Comprehensive General liability insurance, including broad form contractual liability coverage for all operations, including, but not limited to, contractual, products, and completed operations, personal injury and property damage liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate.
- Worker's Compensation, as required by law, and not less than \$1,000,000.00 for Employer's Liability.
- Business Automobile Liability which shall include coverage for all owned, non-owned and hired vehicles for minimum limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, One Million Dollars (\$1,000,000.00) per accident for bodily injury and Five Hundred Thousand Dollars (\$500,000.00) per accident for property damage.

Insurance required of the Contractor shall be primary to, and not contributory with, any insurance or self-insurance maintained by the Town. Such insurance shall not diminish Contractor's indemnification and obligations hereunder. The insurance policy(ies) shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the Town with a minimum A.M. Best rating of A- Excellent. Before any Services under this Agreement are performed, and at any time upon request, Contractor shall furnish to the Town certificates of insurance evidencing the minimum required coverages and shall be appropriately endorsed for contractual liability, with the Town named as additional insured. All policies shall contain a waiver of subrogation endorsement. All policies and certificates shall be in forms and issued by insurance companies acceptable to the Town Manager and/or his designee. All insurance policies and certificates of insurance shall provide that 'the policies may not be canceled or altered without

thirty (30) days prior written notice to the Town. Contractor shall also require and ensure that each of its subcontractor(s) providing services hereunder (if any) procure and maintain, until the completion of the Services, insurance of the types and to the limits specified herein.

ANY EXCEPTIONS TO THE INSURANCE REQUIREMENTS IN THIS SECTION MUST BE APPROVED IN WRITING BY THE TOWN.

10. **TERMINATION AND REMEDIES FOR BREACH.**

10.1. If, through any cause within reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the Town shall have the right to terminate the Services and this Agreement. Prior to the exercise of its option to terminate for cause, the Town shall notify the Contractor of its violation of the particular terms of the Agreement and grant the Contractor ten (10) days to cure such default. If the default remains uncured after ten (10) days, the Town may terminate this Agreement, and the Town shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, Town shall pay for services rendered through the date of termination.

(i) In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor shall be delivered to the Town and the Town shall compensate the Contractor for all Services satisfactorily performed through the date of termination.

(ii) Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the Town for damages sustained by it by virtue of a breach of this Agreement by Contractor and the Town may reasonably withhold payment to the Contractor for the purposes of set-off until such time as the exact amount of damages due the Town from the Contractor is determined.

10.2. Termination for Convenience of Town. The Town may, for its convenience and without cause, terminate the Services and this Agreement at any time by giving Contractor ten (10) days written notice. The terms of Paragraph 10.1 (i) and (ii) above shall be applicable hereunder.

10.3. Termination for Insolvency. The Town also reserves the right to terminate the Services and this Agreement in the event that the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.

11. **CONFIDENTIAL INFORMATION.** The Contractor shall not, either during the term of this Agreement or any time for a period of (10) years subsequent to that date upon which the Contractor shall cease to perform Services for the Town, disclose to any person or entity, other than in the discharge of the duties of the Contractor under this Agreement, any information which the Town designates in writing as "confidential." As a violation by the Contractor of the provisions of this Section could cause irreparable injury to the Town and there is no adequate remedy at law for such violation, the Town shall have the right, in addition to any other remedies available to it at law or in equity, to enjoin the Contractor from violating this provision.

12. **WAIVER OF RIGHT TO JURY TRIAL.** Each of the parties hereto hereby knowingly, voluntarily and intentionally, waive the right which any may have to a jury trial in respect of any action, proceeding, litigation or counterclaim based hereon or arising out of, under, on or in connection with this Agreement or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party.

13. **GOVERNING LAW, VENUE AND ATTORNEYS FEES.** It is agreed that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue for any legal proceeding shall be in Miami Dade County, Florida. In the event it becomes necessary for the Town to file a lawsuit to enforce any term or provision under this Agreement and the Town is the prevailing party, then the Town shall be entitled to its costs and attorney's fees at pretrial, trial and appellate levels.

14. **NOTICES.** All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified or registered mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by email with confirmation receipt (with a copy simultaneously sent by certified or registered mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

If to the Town:	Guillermo Olmedillo Town Manager Town of Surfside 9293 Harding Avenue Surfside, Florida 33154 Tel: (305) 861-4863 Email: golmedillo@townofsurfsidefl.gov	With a copy to: Lillian M. Arango, Esq. Town Attorney 2525 Ponce de Leon Blvd. Suite 700 Coral Gables, Florida 33134 Tel: (305) 854-0800 Email: larango@townofsurfsidefl.gov
If to the Contractor:	Luke Facarazzo Director of Municipalities & Key Accounts Luke's Landscaping, Inc. 2711 SW 36 th Street Dania Beach, FL 33312 Tel: (954) 433-1111 Fax: (954) 433-1111 E-mail: Luke@lslmgt.com	

15. **PUBLIC RECORDS.** The Contractor shall be required to comply with the following requirements under Florida's Public Records Law:

15.1. Contractor shall keep and maintain public records required by the Town to perform the Services.

15.2. Upon request from the Town, Contractor 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.

15.3. Contractor 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 Term and following completion of the Agreement if the Contractor does not transfer the records to the Town.

15.4. Contractor shall, upon completion of this Agreement, transfer, at no cost, to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the Services. If the Contractor transfers all public records to the Town upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided by Contractor to the Town, upon request from the Town, in a format that is compatible with the information technology systems of the Town.

IF THE, CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS AT (305) 861-4863 Ext. 226, snova@townofsurfsidefl.gov, 9293 Harding Avenue, Surfside, Florida 33154.

16. **AUDIT.** The Contractor shall make available to the Town or its representative all required financial and other records associated with this Agreement for a period of three (3) years after termination of this Agreement.

17. **NON-DISCRIMINATION.** The Contractor agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1984 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11248 as amended by Executive Orders 11375 and 12086. The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Contractor will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post

in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Contractor agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 708), which prohibits discrimination against the handicapped in any federally assisted program.

18. **PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES.** Pursuant to Florida Statutes Section 217.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated, at the Town's option, if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any agreement entered into or renewed after July 1, 2018 shall be terminated at the Town's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this Agreement. Submitting a false certification shall be deemed a material breach of contract. The Town shall provide notice, in writing, to the Contractor of the Town's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the Town's determination of false certification was made in error, then the Town shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

19. **CONFLICT OF INTEREST.** The Contractor agrees to adhere to and be governed by the Miami-Dade County Conflict of Interest Ordinance Section 2-11.1, as amended; and the Town Code of Ordinances, which are incorporated by reference herein as if fully set forth herein, in connection with this Agreement. The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor.

20. **INDEMNIFICATION AND WAIVER OF LIABILITY.** The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Town, its agents, representatives, officers, directors, officials and employees, from and against claims, damages, losses and expenses (including but not limited to attorney's fees, arbitration costs; and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the Town, its agents, representatives, officers, directors, officials and employees, shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to impairment, or destruction of tangible property including loss of use resulting therefrom,

caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth in this Agreement.

21. **COMPLIANCE WITH LAWS.**

Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Services provided, including any applicable FEMA requirements and/or regulations pertaining to disaster/emergency services provided by the Contractor, and shall procure and maintain all licenses and permits from all jurisdictional agencies to perform the Services pursuant to this Agreement. The Contractor represents and warrants to the Town that at all times during the term of this Agreement it shall procure and maintain in good standing all required licenses, permits, certifications and insurance required under federal, state and local laws necessary to perform the Services pursuant to this Agreement. Any fines levied by the above-mentioned authorities, because of failure or inadequacies to comply with these requirements, shall be borne solely by the Contractor who shall be responsible for same.

22. **SAFETY.**

Contractor shall be solely responsible for safety and conducting all Services under this Agreement at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property. Contractor shall continually and diligently inspect all Services, materials and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions. Contractor shall have sole responsibility for implementing its safety program. The Town shall not be responsible for supervising the implementation of Contractor's safety program, and shall not have responsibility for the safety of Contractor's or its employees. Contractor shall assure that all employees performing Services comply with the foregoing safety requirements. Contractor shall, at all times, at its expense, keep the Project sites in a neat, clean and safe condition. Upon completion of any portion of the Services, Contractor shall promptly remove all of its equipment, materials and temporary structures. Upon completion of the Services, Contractor shall, at its expense, satisfactorily dispose of all debris, rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Services and Contractor shall leave the Project sites in a neat, clean and safe condition. In the event of Contractor's failure to comply with the foregoing, the same may be accomplished by the Town, at the Contractor's expense.

23. **MISCELLANEOUS.**

23.1 In the event any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable provisions had been severed and deleted.

23.2 This Agreement may be executed in multiple identical counterparts, each of which shall be deemed an original for all purposes.

23.3. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

23.4. The Contractor represents that it is an entity validly existing and in good standing under the laws of the State of Florida. The execution, delivery and performance of this Agreement by the Contractor has been duly authorized, and this Agreement is binding on the Contractor and enforceable against the Contractor in accordance with its terms. No consent or authorization of any other person or entity to such execution, delivery and performance is required. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority to bind their respective party to this Agreement.

23.5. This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the parties hereto.

23.6. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments "A" and "B."

[Remainder of section intentionally left blank]

IN WITNESS WHEREOF, (he parties hereto have executed this Agreement in duplicate on the day and year first written above.

WITNESS:

LUKE'S LANDSCAPING, INC., a Florida corporation

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

Date Executed: _____

TOWN OF SURFSIDE, FLORIDA, a Florida municipal corporation

By: _____

Guillermo Olmedillo, Town Manager

Date Executed: _____

ATTEST:

Sandra Novoa, MMC Town Clerk

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

Town Attorney



Town of Surfside

ATTACHMENT "A"

Landscape Maintenance Services

NOTE: The quantities shown in this Bid Form are estimates only! They may vary significantly from the actual quantities ordered by the Town. Payment shall be for the units ordered, placed, and accepted by the Town. The following work consists of furnishing all labor, materials, supplies equipment, tools, transportation and supervision necessary to perform and maintain the Town's landscape maintenance needs for Town facilities and Public Right of Way in accordance with the

Item Number	Item Description / Location	Frequency (Times per month)	Total Months	Cost (Cost per month)	Total
1	Park and Recreation Facilities				
1.1	Town of Surfside Community Center	2	12	\$ 1,860.00	\$ 22,320.00
1.2	Veterans Park and Tennis Center	2	12	\$ 1,860.00	\$ 22,320.00
1.3	96th Street Park	2	12	\$ 1,860.00	\$ 22,320.00
1.4	Hawthorne Tot Lot	2	12	\$ 1,240.00	\$ 14,880.00
1.5	Dog Park - Surfside Paws Up Park	2	12	\$ 930.00	\$ 11,160.00
1.6	Community Garden	2	12	\$ 930.00	\$ 11,160.00
2	Parking Lots				
2.1	Abbott Parking Lot/ 96th Street	2	12	\$ 1,860.00	\$ 22,320.00
2.2	94th Street Parking Lot	2	12	\$ 1,860.00	\$ 22,320.00
2.3	Town Hall Parking Lot/Town Hall Bldg.	2	12	\$ 1,860.00	\$ 22,320.00
2.4	93rd Street Parking Lot	2	12	\$ 930.00	\$ 11,160.00
2.5	95th Street Parking Lot	2	12	\$ 1,550.00	\$ 18,600.00
2.6	Collins Avenue Parking Lot	2	12	\$ 310.00	\$ 3,720.00
3	Right of Way				
3.1	Beach Ends (Refer to SOV Item description for full inventory)	2	12	\$ 2,480.00	\$ 29,760.00
3.2	Street Ends (Refer to Line Item description for full inventory)	2	12	\$ 2,480.00	\$ 29,760.00
3.3	Hardpack / Walking Path	2	12	\$ 2,790.00	\$ 33,480.00
3.4	Harding Avenue Roadway	2	12	\$ 2,790.00	\$ 33,480.00
3.5	93rd Street Roadway	2	12	\$ 620.00	\$ 7,440.00
3.6	96th Street Roadway	2	12	\$ 620.00	\$ 7,440.00
3.7	Roundabouts & Medians (Refer to description for full inventory)	2	12	\$ 346.66	\$ 4,160.00
3.8	95th Street Roadway	2	12	\$ 911.67	\$ 10,940.00
3.9	Abbott Street/ 94th Street to 95th Street	2	12	\$ 911.67	\$ 10,940.00
Total Price:				\$ 31,000.00	\$ 372,000.00

TOWN OF SURFSIDE 2018

ONSITE CREW					
159	J1	One Landscape Supervisor	2080 hrs	\$30.00	\$62,400.00
161	J3	Two Landscape Laborers	2080 hrs	\$25.00 each	\$104,000.00
163	J5	One Irrigation Technician	350 hrs	\$40.00	\$14,000.00
169	K3	One Dump Truck	1668.5 hrs	\$45.00	\$75,082.50
190	L11	One Operations Manager w/ Cell phone and truck	780 hrs	\$60.00	\$46,800.00
194	L15	Loading and Hauling Debris (14 cubic yards per week)	Per cubic yard	\$15.00	\$10,920.00
Subtotal Onsite Crew					\$313,202.50
TREE TRIMMING CREW					
159	J1	One Supervisor	280 hrs	\$30.00	\$8,400.00
161	J3	Two Laborers	280 hrs	\$25.00 each	\$14,000.00
169	K3	One Dump Truck	280 hours	\$45.00	\$12,600.00
174	K8	One Bucket Truck	280 hours	\$65.00	\$18,200.00
175	K9	One Chipper	280 hours	\$20.00	\$5,600.00
Subtotal Tree Trimming Crew					\$58,800.00
TOTAL BASIC SERVICES (Recurring Monthly)					\$372,002.50

**Services include fertilization 3 x per year

**Does not include seasonal annuals change out, Date palm drench, and whitefly.

CITY OF SUNNY ISLES BEACH
 19070 Collins Avenue
 Sunny Isles Beach, Florida 33160
 305 947 0505
 www.sibfl.net



Supplemental Services ("On Demand") Section

(This Is Not Included in the Monthly Maintenance)

NOTE: The quantities shown in this Bid Form are estimates only! They may vary significantly from the actual quantities ordered by the City. Payments shall be for the units ordered, placed, and accepted by the City. The Bidders, by signing this Bid Form and Contract, fully acknowledges that he/she will receive no additional compensation (no overhead, no anticipated profits, etc.) other than the proposal unit price of the items times the number of items authorized, ordered, placed, and accepted by the City.

No.	Ref Item No.	DESCRIPTION	Est. Qty.	UNIT PRICE (For One Item)	Extended Total
H. PLANT REPLACEMENT					
<i>Shrubs & Groundcover</i>					
52	H1	Aechmea blanchetiana - Orange Bromeliad 3 gallon	25	\$ 15.00	\$ 375.00
53	H2	Aechmea blanchetiana - Orange Bromeliads 7 gallon	25	\$ 30.00	\$ 750.00
54	H3	Alcantarea imperialis - Imperial Bromeliad 17" Pot	25	\$ 60.00	\$ 1,500.00
55	H4	Arachis glabrata - Rhizoma (Perennial) Peanut 1 gallon	200	\$ 4.00	\$ 800.00
56	H5	Capparis cynophallophora - Jamaica Caper 3 gallon	50	\$ 8.00	\$ 400.00
57	H6	Chrysobalanus icaco 'Horizontal' Horizontal Cocoplum 3 gallon	50	\$ 10.00	\$ 500.00
58	H7	Chrysobalanus icaco 'Red Tip' - Cocoplum 3 gallons	100	\$ 7.00	\$ 700.00
59	H8	Chrysobalanus icaco 'Red Tip' - Cocoplum 7 gallon	25	\$ 17.50	\$ 437.50
60	H9	Clusia guttiferia - Small Leaf Clusia 3 gallon	25	\$ 11.00	\$ 275.00
61	H10	Clusia guttiferia - Small Leaf Clusia 7 gallon	200	\$ 35.00	\$ 7,000.00

MP



62	H11	Clusia guttifera - <i>Small Leaf Clusia</i> 15 gallon	25	\$ 70.00	\$ 1750.00
63	H12	Coccoloba uvifera - <i>Seagrape</i> 3 gallon	25	\$ 8.00	\$ 200.00
64	H13	Coccoloba uvifera - <i>Seagrape</i> 7 gallon	25	\$ 17.50	\$ 437.50
65	H14	Codiaeum variegatum 'Mammey' - <i>Croton</i> 3 gallon	25	\$ 8.00	\$ 200.00
66	H15	Codiaeum variegatum 'Petra' - <i>Croton</i> 3 gallon	25	\$ 8.00	\$ 200.00
67	H16	Conocarpus erectus - <i>Green Buttonwood</i> 3 gallon	100	\$ 8.00	\$ 800.00
68	H17	Conocarpus erectus - <i>Green Buttonwood</i> 7 gallon	50	\$ 30.00	\$ 1,500.00
69	H18	Conocarpus erectus 'Sericeus' <i>Silver Buttonwood</i> 3 gallon	100	\$ 8.00	\$ 800.00
70	H19	Conocarpus erectus 'Sericeus' <i>Silver Buttonwood</i> 7 gallon	50	\$ 30.00	\$ 1,500.00
71	H20	Cordyline fruticosa 'Aunie Lou' - <i>Ti Plant</i> 3 gallon	25	\$ 9.00	\$ 225.00
72	H21	Cordyline fruticosa 'Red Sister' - <i>Ti Plant</i> 3 gallon	200	\$ 9.00	\$ 1,800.00
73	H22	Crinum augustum 'Queen Emma' 7 gallon	25	\$ 30.00	\$ 750.00
74	H23	Dianella tasmanica 'Variegata' <i>Variegated Blueberry Flax Lily</i> 1 gallon	25	\$ 5.50	\$ 137.50
75	H24	Dietes vegeta - <i>White African Iris</i> 3 gallon	25	\$ 8.00	\$ 200.00
76	H25	Ernodea littoralis - <i>Golden Beach Creeper</i> 1 gallon	25	\$ 5.00	\$ 125.00
77	H26	Ficus microcarpa 'Green Island' 3 gallon	200	\$ 10.00	\$ 200.00



78	H27	Ficus microcarpa 'Green Island' 7 gallon	800	\$ 32.50	\$ 26,000.00
79	H28	Ficus pumila – <i>Creeping Fig</i> 1 gallon	25	\$ 5.00	\$ 125.00
80	H29	Furcraea foetida – <i>Erect False Agave</i> 7 gallon	25	\$ 25.00	\$ 625.00
81	H30	Hamelia nodosa – <i>Dwarf Firebush</i> 3 gallon	25	\$ 8.00	\$ 200.00
82	H31	Hamelia patens - <i>Firebush</i> 3 gallon	25	\$ 8.00	\$ 1,600.00
83	H32	Ixora 'Nora Grant' 3 gallon	200	\$ 8.00	\$ 2,400.00
84	H33	Jasminum volubile - <i>Wax Jasmine</i> 3 gallon	300	\$ 8.00	\$ 2,400.00
85	H34	Liriope muscari 'Big Blue' – <i>Lilyturf</i> 1 gallon	200	\$ 4.00	\$ 800.00
86	H35	Microsorium scolopendria – <i>Wart Fern</i> 3 Gal.	25	\$ 9.00	\$ 225.00
87	H36	Muhlenbergia capillaris - <i>Muhly Grass</i> 3 gallon	100	\$ 8.00	\$ 800.00
88	H37	Myrcianthes fragrans - <i>Simpson Stopper</i> 3 gallon	25	\$ 8.00	\$ 200.00
89	H38	Neomarica caerulea 'Regina' – <i>Apostle's Iris</i> 3 gallon	25	\$ 8.00	\$ 200.00
90	H39	Nephrolepis exaltata – <i>Boston Fern</i> 1 gallon	100	\$ 2.50	\$ 250.00
91	H40	Philodendron 'Rojo Congo' 3 gallon	25	\$ 9.00	\$ 225.00
92	H41	Podocarpus macrophyllus – <i>Japanese Yew</i> 7 gallon	50	\$ 35.00	\$ 1750.00
93	H42	Psychotria ligustrifolia – <i>Bahama Coffee</i> 3 gallon	25	\$ 7.00	\$ 175.00
94	H43	Psychotria nervosa – <i>Wild Coffee</i> 3 gallon	25	\$ 7.00	\$ 175.00



95	H44	Ruellia brittoniana 'Purple Showers' 3 gallons	50	\$ 7.00	\$ 350.00
96	H45	Scheffera arboricola 'Trinette' 3 gallon	300	\$ 9.00	\$ 2,700.00
97	H46	Scheffera arboricola 'Trinette' 7 gallon	100	\$ 24.00	\$ 2,400.00
98	H47	Scheffera arboricola 'Dazzle' 3 gallon	300	\$ 9.00	\$ 2,700.00
99	H48	Scheffera arboricola 'Emerald Green' 3 gallon	25	\$ 8.00	\$ 200.00
100	H49	Serenoa repens 'Cinerea' - <i>Saw Palmetto</i> 7 gallon	25	\$ 35.00	\$ 875.00
101	H50	Serenoa repens 'Cinerea' - <i>Saw Palmetto</i> 15 gallon	25	\$ 80.00	\$ 2,000.00
102	H51	Sophora tomentosa - <i>Necklace Pod</i> 3 gallon	25	\$ 9.00	\$ 225.00
103	H52	Spartina bakeri - <i>Sand Cordgrass</i> 1 gallon	25	\$ 7.00	\$ 175.00
104	H53	Tripsacum floridanum - <i>Florida Gamagrass</i> 3 gallon	100	\$ 7.00	\$ 700.00
105	H54	Tripsacum dactyloides - <i>Fakahatchee Grass</i> 3 gallon	100	\$ 7.00	\$ 700.00
106	H55	Uniola paniculata - <i>Sea Oats</i> 1 gallon	200	\$ 5.00	\$ 1,000.00
107	H56	Zamia furfuracea - <i>Cardboard Palm</i> 7 gallon	25	\$ 30.00	\$ 750.00
108	H57	Zamia pumila - <i>Coontie</i> 7 gallon	25	\$ 30.00	\$ 750.00
<i>Trees & Palms</i>					
109	H58	Acoelorrhaphe wrightii 'Paurotis Palm' 14' ht. (7-8 trunks min 6' c.t. min)	3	\$ 450.00	\$ 1,350.00
110	H59	Bismarkia nobilis - <i>Bismark Palm</i> 12' g.w.	5	\$ 1,300.00	\$ 6,500.00

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111	H60	Bursera simaruba - <i>Gumbo Limbo</i> 12' ht.	3	\$ 300.00	\$ 900.00
112	H61	Chamaerops humilis - <i>European Fan Palm</i> 3'-4' ht.	3	\$ 225.00	\$ 675.00
113	H62	Chrysophyllum oliviforme - <i>Satin Leaf</i> 6' o.a.	3	\$ 125.00	\$ 375.00
114	H63	Clusia guttifera - <i>Small Leaf Clusia</i> 10' ht.	3	\$ 220.00	\$ 660.00
115	H64	Clusia rosea - <i>Pitch Apple</i> 12' ht.	3	\$ 200.00	\$ 600.00
116	H65	Coccoloba diversifolia - <i>Pigeon Plum</i> 12' ht.	3	\$ 300.00	\$ 900.00
117	H66	Coccoloba uvifera - <i>Seagrape</i> 12' ht.	3	\$ 300.00	\$ 900.00
118	H67	Cocos Nucifera Gr. Malayan - <i>Coconut Palm</i> 4' g.w.	3	\$ 500.00	\$ 1,500.00
119	H68	Cocos Nucifera 'Gr. Malayan' - <i>Coconut Palm</i> 8' g.w.	3	\$ 650.00	\$ 1,950.00
120	H69	Cocos Nucifera 'Gr. Malayan' - <i>Coconut Palm</i> 12' g.w.	3	\$ 1,000.00	\$ 3,000.00
121	H70	Cocos Nucifera 'Gr. Malayan' - <i>Coconut Palm</i> 20' g.w.	3	\$ 1,700.00	\$ 5,100.00
122	H71	Conocarpus erectus - <i>Green Buttonwood</i> 12' ht.	5	\$ 300.00	\$ 1,500.00
123	H72	Conocarpus erectus 'Sericeus' <i>Silver Buttonwood</i> 12' ht.	5	\$ 300.00	\$ 1,500.00
124	H73	Cordia sebestena - <i>Orange Geiger</i> 12' ht.	4	\$ 250.00	\$ 1,000.00
125	H74	Delonix regia - <i>Royal Poinciana</i> 16' ht.	3	\$ 500.00	\$ 1,500.00
126	H75	Ilex cassine - <i>Dahoon Holly</i> 10' ht.	3	\$ 225.00	\$ 675.00
127	H76	Krugiodendron ferreum - <i>Black Ironwood</i> 12' ht.	3	\$ 300.00	\$ 900.00
128	H77	Ligustrum japonicum - <i>Japanese Privet</i> 10' ht., Multi-trunk	3	\$ 700.00	\$ 2,100.00
129	H78	Livistona chinensis - <i>Chinese Fan Palm</i> 12'-14' ht.	3	\$ 300.00	\$ 900.00

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130	H79	Lysiloma latisilliqua – <i>Wild Tamarind</i> 12' ht.	3	\$ 300.00	\$ 900.00
131	H80	Myrcianthes fragrans – <i>Simpson Stopper</i> 10' ht.	3	\$ 265.00	\$ 795.00
132	H81	Pandanus utilis - <i>Screw Pine</i> 10'-12' ht., triple trunk	3	\$ 400.00	\$ 1,200.00
133	H82	Phoenix dactylifera 'Medjool' 16' c.t. to nut (certification required)	10	\$ 5,800.00	\$ 58,000.00
134	H83	Phoenix dactylifera 'Medjool' 22' c.t. to nut (certification required)	10	\$ 6,900.00	\$ 69,000.00
135	H84	Phoenix sylvestris – <i>Sylvester Date Palm</i> 14 c.t. to nut	3	\$ 3,850.00	\$ 11,550.00
136	H85	Phoenix roebelenii - <i>Pygmy Date Palm</i> 6'-8' ht., triple	5	\$ 250.00	\$ 1,250.00
137	H86	Ptychosperma elegans - <i>Alexander Palm</i> 10'-12' ht., double trunk	5	\$ 200.00	\$ 1,000.00
138	H87	Ptychosperma elegans - <i>Solitare Palm</i> 20' ht., single	5	\$ 380.00	\$ 1,900.00
139	H88	Roystonea elata - <i>Florida Royal Palm</i> 16' g.w.	5	\$ 1,750.00	\$ 8,750.00
140	H89	Roystonea elata - <i>Florida Royal Palm</i> 8' g.w.	5	\$ 900.00	\$ 4,500.00
141	H90	Sabal palmetto - <i>Cabbage Palm</i> 16'-20' ht.	10	\$ 200.00	\$ 2,000.00
142	H91	Taxodium distichum - <i>Bald Cypress</i> 12' ht.	5	\$ 275.00	\$ 1,375.00
143	H92	Thrinax radiata - <i>Florida Thatch Palm</i> 8' ht.	3	\$ 350.00	\$ 1,050.00
144	H93	Veitchia montgomeryana - <i>Montgomery Palm</i> 12' ht., single trunk	5	\$ 280.00	\$ 1,400.00
145	H94	Veitchia montgomeryana - <i>Montgomery Palm</i> 18'-20' ht., triple trunk	5	\$ 560.00	\$ 2,800.00
146	H95	Wodyetia bifurcata – <i>Foxtail Palm</i> 12' g.w.	5	\$ 700.00	\$ 3,500.00
Subtotal Section "H" Lines No. 52 – 146:					\$ 282,292.50



I. MATERIALS					
147	I1	Coconut Palm OTC Injection	596 Application	\$ 5.00	\$ 2,980.00
148	I2	Date Palm OTC Injection	395 Application	\$ 5.00	\$ 1,975.00
149	I3	Topsoil (70/30 Mix) Delivered and Installed	200 Cu. Yd.	\$ 45.00	\$ 9,000.00
150	I4	Premium Gold Mulch Delivered and Installed	1,500 Cu. Yd.	\$ 32.00	\$ 48,000.00
151	I5	Premium Gold Mulch Delivered and Installed	100 Bags (2 cu. ft.)	\$ 3.25	\$ 325.00
152	I6	#70 Trap Sand Delivered and Installed	700 Cu. Yd.	\$ 30.00	\$ 21,000.00
153	I7	Atlas 3000 (or equal) Mix Delivered and Installed	100 Cu. Yd.	\$ 52.00	\$ 5,200.00
154	I8	Solid St. Augustine 'Floritam' Sod Delivered and Installed	2500 Sq. Ft.	\$ 0.70	\$ 1,750.00
155	I9	Solid St. Augustine 'Floritam' Sod Delivered and Installed	60 pallets (500 SF Each)	\$ 350.00	\$ 21,000.00
156	I10	Solid Bermuda 'Tifway 419' Turf Delivered and Installed	5 pallets (400 SF Each)	\$ 400.00	\$ 2,000.00
157	I11	Solid Paspalum notatum 'Argentine' Bahia Sod Delivered and Installed	5 pallets (400 SF Each)	\$ 550.00	\$ 2,750.00
158	I12	Palm Beach Cap Rock	4 Sq. Ft.	\$ 40.00	\$ 160.00
Subtotal Section "I" Lines No. 147 – 158:					\$ 116,140.00
J. LABOR					
159	J1	One Landscape Superintendent	100 Hours (8am – 5pm, M-F)	\$ 30.00	\$ 3,000.00



160	J2	One Landscape Superintendent	100 Hours (All other times)	\$ 40.00	\$ 4,000.00
161	J3	One Landscape Laborer	100 Hours (8am – 5pm, M-F)	\$ 25.00	\$ 2,500.00
162	J4	One Landscape Laborer	100 Hours (All other times)	\$ 25.00	\$ 2,500.00
163	J5	One Irrigation Specialist	75 Hours (8am – 5pm, M-F)	\$ 30.00	\$ 2,250.00
164	J6	One Irrigation Specialist	50 Hours (All other times)	\$ 40.00	\$ 2,000.00
165	J7	One Irrigation Laborer	75 Hours (8am – 5pm, M-F)	\$ 25.00	\$ 1,875.00
166	J8	One Irrigation Laborer	50 Hours (All other times)	\$ 25.00	\$ 1,250.00
Subtotal Section "J" Lines No. 159 – 166:					\$ 19,375.00
K. EQUIPMENT					
167	K1	One Front End Loader with Backhoe, including an Operator (Hourly Rate)	5 Hours	\$ 60.00	\$ 300.00
168	K2	One Front End Loader with Backhoe, including an Operator (Daily Rate)	5 Days	\$ 425.00	\$ 2,125.00
169	K3	One 15,000 GVW (or larger) Dump Truck with an Operator (Hourly Rate)	5 Hours	\$ 45.00	\$ 225.00
170	K4	One 15,000 GVW (or larger) Dump Truck with an Operator (Daily Rate)	5 Days	\$ 350.00	\$ 1,750.00
171	K5	One Trailer Mounted Water Tank (500 gallon minimum) with Pump and Hose Reel (Daily Rate)	5 Days	\$ 200.00	\$ 1,000.00

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172	K6	One Self Propelled 24" Deep by 6" Wide Trencher with an Operator (Hourly Rate)	5 Hours	\$ 60.00	\$ 300.00
173	K7	One Self Propelled 24" Deep by 6" Wide Trencher with an Operator (Daily Rate)	5 Days	\$ 300.00	\$ 1,500.00
174	K8	Bucket Truck (equipment only) (Hourly Rate)	20 Hours	\$ 65.00	\$ 1,300.00
175	K9	Chipper Brush (equipment only) (Hourly Rate)	20 Hours	\$ 20.00	\$ 400.00
176	K10	Stump Grinder (equipment only) (Hourly Rate)	10 Hours	\$ 50.00	\$ 500.00
177	K11	Grapple Loader (30 cu. yd. capacity, equipment only) (Hourly Rate)	10 Hours	\$ 50.00	\$ 500.00
178	K12	Bulldozer (Including Operator) (Hourly Rate)	10 Hours	\$ 50.00	\$ 500.00
179	K13	Bulldozer (Including Operator) (Daily Rate)	5 Days	\$ 400.00	\$ 2,000.00
Subtotal Section "K" Lines No. 167 - 179:					\$ 12,400.00
L. MISCELLANEOUS ITEMS					
180	L1	Repair Ball Field Netting at Pelican Community Park & Gwen Margolis Park	100 Square Yards	\$ 7.50	\$ 750.00
181	L2	Pressure Clean Various City Facilities and sidewalks throughout the City	1 Day	\$ 240.00	\$ 240.00
182	L3	Install City-issued Banners or Flags, Including Repairing or Replacing City-issued Banner Arms, as Directed	300 Banners	\$ 10.00	\$ 3,000.00
183	L4	Move Lifeguard Stands (in both normal and extreme weather conditions)	20 Moves	\$ 200.00	\$ 4,000.00

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184	L5	Remove or Cover Graffiti, as Directed	50 Hours	\$ 25.00	\$ 1,250.0
185	L6	Bee, Wasp & Hornet nest removal	10 Removals	\$ 100.00	\$ 1,000.00
186	L7	Preventive Mosquito Control within City Rights-of-Way (excluding Collins Ave. & Sunny Isles Blvd.)	10 Hours	\$ 50.00	\$ 500.00
187	L8	Preventive Mosquito Control within Catch Basins with Altosid Briquets	100 Briquets	\$ 7.00	\$ 700.00
188	L9	Date Palm fungicide trunk drench	395 Applications	\$ 20.00	\$ 7,900.00
189	L10	DeepRoot Root barrier	100 Linear Foot	\$ 8.50	\$ 850.00
The following rates shall be all inclusive of labor, equipment, maintenance, fuel, delivery costs, travel time, per diem and any other travel or miscellaneous expenses.					
190	L11	Operations Manager w/ Cell Phone and .5 Ton Pickup Truck	Hourly Labor Rate	\$ 60.00	\$ 60.00
191	L12	Tree Climber/ Chainsaw and Gear	Hourly Labor Rate	\$ 90.00	\$ 90.00
192	L13	Laborer w/ Small Tools, Traffic Control, or Flag Person	Hourly Labor Rate	\$ 28.00	\$ 28.00
193	L14	Skilled Sawman	Hourly Labor Rate	\$ 40.00	\$ 40.00
194	L15	Loading and Hauling Debris from Public Property and Rights-of-Way (vegetative or construction debris) to a Temporary Debris Staging and Reduction Site per Cubic Yard within City Limits (Estimated 5,000 cubic yards)	Per Cubic Yard	\$ 15.00	\$ 15.00
195	L16	Loading and Hauling Debris from Public Property and Rights-of-Way (vegetative or construction debris) to a Final Disposal Site per Cubic Yard within 25 miles of City limits (Estimated 5,000 cubic yards)	Per Cubic Yard	\$ 18.00	\$ 18.00

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196	L17	Loading and Hauling Debris from Public Property and Rights-of-Way (vegetative or construction debris) to a Final Disposal Site per Cubic Yard in excess of 25 miles (Estimated 5,000 cubic yards)	Per Cubic Yard	\$ 35.00	\$ 35.00
197	L18	Debris Reduction by Chipping/Grinding per Cubic Yard	per Cubic Yard	\$ 10.00	\$ 10.00
198	L19	Removal of Hazardous Trees and Limbs Work consists of removing and placing them at a City approved location on the City ROW. 6 inch to 23.99 inch diameter	Each	\$ 300.00	\$ 300.00
199	L19 (A)	Continued... 24 Inch to 35.99 Inch diameter	Each	\$ 500.00	\$ 500.00
200	L19 (B)	Continued... 36 inch and larger diameter	Each	\$ 900.00	\$ 900.00
201	L20	Removal of Hazardous Stumps Rate includes removal, backfill of stump hole, reduction, and final disposal. Sizes as follows: 24.1 inch to 36.99 inch diameter	Each	\$ 500.00	\$ 500.00
202	L20 (A)	37 inch to 48.99 inch diameter	Each	\$ 600.00	\$ 600.00
203	L20 (B)	49 inch and larger diameter	Each	\$ 900.00	\$ 900.00
204	L21	Generator, 500 KW, List kW Capacity (Daily Rate)	Hourly Labor Rate	\$ 100.00	\$ 100.00
205	L22	Wheel Loader, 3 CY, 152 HP (Including Operator) (Daily Rate)	Hourly Labor Rate	\$ 130.00	\$ 130.00
206	L23	Dozer, Tracked, D4 or Equivalent (Including Operator) (Daily Rate)	Hourly Labor Rate	\$ 120.00	\$ 120.00
207	L24	Tub Grinder 800 to 1,000 HP (Including Operator) (Hourly Rate)	Hourly Labor Rate	\$ 650.00	\$ 650.00

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208	L25	Truck, Flatbed (Including Operator) (Hourly Rate)	Hourly Labor Rate	\$ 72.00	\$ 72.00
209	L26	Dead Animal Carcasses Work consists of collection, Hauling and final disposal of dead animal carcasses.	Per pound	\$ 10.00	\$ 10.00
Subtotal Section "L" Lines No. 180 – 209:					\$ 25,268.00
TOTAL SUPPLEMENTAL SERVICES FOR ("On Demand") Lines No. 52 – 209:					\$
TYPED Total Supplemental Services:					455,475.50
Four Hundred Fifty Five Thousand Four Hundred Seventy Five Dollars and Fifty cents					
GRAND TOTAL BASIC SERVICES ("Recurring Monthly") & SUPPLEMENTAL SERVICES ("On Demand") Lines No. 1 – 209:					\$
TYPED Grand Total of Basic Services & Supplemental Services:					937,893.00
Nine Hundred Thirty Seven Thousand Eight Hundred Ninety Three Dollars					

The undersigned attests to his/her authority to submit this bid and to bind the firm herein named to perform as per contract, if the firm is awarded the Contract by the City of Sunny Isles Beach. The undersigned further certifies that he/she has read the Invitation to Bid relating to this request and this bid is submitted with full knowledge and understanding of the requirements and time constraints noted herein. By signing this form, the proposer hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this ITB.

Authorized Signatory: 

Executed by: Michael Parker

(Type or print name)

Title: President of Landscape Services

For (Company): Lukes' Landscaping, Inc.






MEMORANDUM

ITEM NO. 5B

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission

From: Guillermo Olmedillo, Town Manager 

Date: October 9, 2018

Subject: Agreement with Waste Management Inc. of Florida (WM) for Recycling Drop off Services through Piggy Back Contracting with Existing Contract with City of Coral Springs

Our existing contract for recycling drop off services with Waste Management Inc. of Florida (WM) is due to expire on September 30, 2018. Under the conditions of the contract, the Town of Surfside's recycling refuse is transported to WM operated recycling stations. Furthermore, the existing contract provides a structured payment that the Town of Surfside is to receive from WM for recycling refuse. In order to continue providing recycling services to residential properties and businesses (Commercial Services), a contract is required with a recycling processing contractor for recycling drop off.

The proposed replacement contract has been obtained by the City of Coral Springs and other municipalities as a result of a government contract. Therefore, it meets the Town's procurement process. The contract provides for the hauling of Town recyclable refuse to any WM facility for disposal of recycling and provides for a rate structure that includes credits for the sale of recycled refuse after the assessment of a processing fee. The rates proposed are in line with the current commodities market. The contract outlines which materials are recyclable and is consistent with the refuse generated within the Town.

The proposed agreement with WM has no additional staff impact since it allows for the use of existing facility locations. Furthermore, recycling routes and schedules for customers remain unchanged from the 2017-2018 fiscal year. The agreement start date is October 1, 2018 and an end date of September 30, 2019. During the contracted period, the Department will explore other options for recycling refuse disposal.

Funds for recycling is budgeted through the Solid Waste Department, specifically account number 403-4000-534.34-20.

In order to have recycling disposal coverage, the Administration recommends to "piggy back" off the contract with Waste Management (WM) and the City of Coral Springs for a period of one-year effective October 1, 2018.

Reviewed by: HG / CW / FD / GO

Prepared by: HG *RS*

RESOLUTION NO. ____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AN AGREEMENT WITH WASTE MANAGEMENT INC. OF FLORIDA FOR RECYCLING SERVICES; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE PROCUREMENT PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE OF ORDINANCES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, consistent with its commitment to the environment, the Town of Surfside (Town”) wishes to provide recycling services for waste or refuse to all residential properties and businesses in the Town (the “Services”); and

WHEREAS, the City of Coral Springs, Florida entered into an agreement with Waste Management Inc. of Florida (“Company”) dated April 18, 2018 for recycling drop off services (the “City of Coral Springs Agreement”); and

WHEREAS, in accordance with Section 3-13(3) of the Town of Code, the Town elects to utilize the terms and pricing contained in the existing City of Coral Springs Agreement; and

WHEREAS, the Town Commission wishes to engage the Company to provide the Services pursuant to Section 3-13(3) of the Town Code authorizing purchases made under other governmental contracts; and

WHEREAS, the Town desires to enter into an agreement with the Company for the Services, in substantially the form attached hereto as Exhibit “A” (the “Agreement”), including and adopting the terms and pricing set forth in the City of Coral Springs Agreement; and

WHEREAS, the Town Commission wishes to authorize the Town Manager to enter into the Agreement with the Company for the Services, substantially in the form attached hereto as

Exhibit “A” (the “Agreement”), subject to final approval as to form, content, and legal sufficiency by the Town Manager and Town Attorney; and

WHEREAS, the Town Commission finds that it is in the best interest of the Town to approve the Agreement with the Company for the Services, and proceed as indicated in this Resolution.

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. Town Manager Authorized; Agreement Authorized. The Town Manager is hereby authorized to enter into the Agreement with the Company for the Services, substantially in the form attached hereto as Exhibit “A”, including and adopting the terms and pricing set forth in the City of Coral Springs Agreement, subject to final approval as to form, content, and legal sufficiency by the Town Manager and Town Attorney.

Section 3. Implementation of Agreement. The Town Manager and Town Officials are authorized to take any and all necessary action to implement the Services, the Agreement and the purposes of this Resolution.

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

PASSED AND ADOPTED this 9th day of October, 2018.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION

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

Attest:

Daniel Dietch, Mayor

Sandra Novoa, MMC
Town Clerk

Approved as to Form and Legal Sufficiency:

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

**RECYCLING SERVICES
AGREEMENT SINGLE STREAM
BLENDED VALUE**

THIS RECYCLING SERVICES AGREEMENT ("Agreement") is made as of October 1, 2018 by and between **WASTE MANAGEMENT INC. OF FLORIDA** ("Company"), a Florida corporation with an office located at 2700 Wiles Road, Pompano Beach, FL 33073, and the **TOWN OF SURFSIDE, FLORIDA** ("Customer" or "Town"), with a location at 9293 Harding Avenue, Surfside, Florida 33154.

1. TERM:

The term of the Agreement shall be for a period of one (1) years, commencing October 1, 2018 and ending on September 30, 2019. The Town shall have the right to renew this Agreement for three (3) successive one (1) year terms on the same terms and conditions. The Agreement may be renewed thereafter for additional terms by written mutual agreement.

2. QUANTITY AND QUALITY:

During the term of the Agreement, Company shall take and Customer agrees to provide one hundred percent (100%) of Customer's single stream recyclables ("Recyclables"). Customer will provide in accordance with Exhibit A ("Specifications"). In the event that the Recyclables do not meet Specifications, the load may be rejected and/or Customer shall have the sole responsibility for any resulting settlement or adjustments, including, but not limited to: price reductions, transportation, and disposal costs. Recyclables specifically exclude, and Customer agrees not to deposit or permit the deposit for collection of, any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or chemical or other properties that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of the Company's structures or equipment. or any materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances or other waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Materials shall remain with Customer at all times. Title to Recyclables provided by Customer to Company is transferred 10 Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law. Company reserves the right at its sole discretion upon notice to Customer to discontinue acceptance of any category of Recyclables as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials which are subject to this Agreement.

3. RECYCLABLE VALUE:

The value of the Recyclables meeting the Specifications shall be as set forth on Exhibit B. It shall be conclusively presumed that the composition of the Recyclables delivered to the Company shall be identical to the composition of all single stream recyclables processed by Company at the processing facility used as established from time to time by Company. Notwithstanding the

foregoing, Company may perform a composition study of the Recyclables to determine the percentage of each commodity in Customer's Recyclables and may revise the amount payable or chargeable to Customer to reflect the actual composition of Customers Recyclables. Customer acknowledges that the value of the Recyclables may be negative.

4. PAYMENTS; CHARGES; ADJUSTMENTS:

Where the value is positive for the Recyclables, Company shall pay Customer on or about the last day of each month for Recyclables purchased during the preceding month, after deduction of any Charges owed to Company by Customer for services performed hereunder. Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late fee, and any Customer check returned for insufficient funds is subject to a NSF fee, both to the maximum extent allowed by applicable law. In the event that payment is not made when due, Company retains the right to suspend service until the past due balance is paid in full, after notice to Customer and an opportunity to cure in accordance with section 8 of this Agreement. In the event that service is suspended in excess of fifteen (15) days, Company may terminate this Agreement for such default in accordance with Section 8 of this Agreement.

5. SERVICE:

Customer shall deliver Recyclables, at Customer's expense, to WM Recycling Sun 11, 1750 SW 43rd Terrace, Deerfield Beach, FL 33442; All Recyclables must be delivered in self-dumping trucks and will be weighed in and out by Company at the Facility.

6. CONTAINERS/ACCESS:

7. DEFAULT:

Notwithstanding the term of this Agreement set forth in paragraph one (1) above, in the event of default by a party, which default is not cured within thirty (30) days after written notice from the non-defaulting party, the non-defaulting party, at its option, may terminate this Agreement, upon written notice. Notwithstanding the foregoing, Customer (Town Manager), without cause, may terminate this Agreement upon thirty (30) calendar days written notice to the Company. Upon receipt of the Customer's written notice of termination, Company shall immediately stop services unless directed otherwise by the Customer (Town Manager). In the event of such termination by the Customer, the Company shall be paid for all services rendered by the Customer up to the date of termination.

8. INDEMNIFICATION/LIMIT OF LIABILITY:

Company agrees to indemnify, defend and save Customer, its officers, employees, agents, parent, subsidiaries, and corporate affiliates, harmless from and against any and all liability which Customer may be responsible for or payout as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act or omission or willful misconduct of the Company or its employees, which occurs (a) during the collection or transportation of Customer's Recyclables, or (b) as a result of the disposal of Customer's Recyclables in a facility owned by the Company or a Waste Management company, provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

9. REMEDIES AND WAIVER:

A party's remedies hereunder are not exclusive and are in addition to any other remedies at law or in equity. A party shall not be deemed to waive any remedy available to it or any right under this Agreement, at law or in equity, by virtue of any act or forbearance in enforcing such rights or remedies.

10. RESERVED:

11. FEES, COSTS AND TAXES:

12. RIGHT OF FIRST REFUSAL:

13. NOTICES:

Any notice to be given hereunder shall be sent certified mail or by a recognized national overnight carrier service to the address set forth above and in the case of Company a copy shall be sent to 2700 Wiles Road, Pompano Beach, FL 33073 Attention: Legal Department.

14. MISCELLANEOUS:

(a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment ("Uncontrollable Circumstances"), and the affected party shall be excused from performance during the occurrence of such events; (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns; (c) This Agreement represents the entire agreement between the parties and supersedes any and all other recycling services agreements for the Recyclables, whether written or oral, that may exist between the parties or its affiliates; (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided, and Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida; (e) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision; (f) This Agreement shall not be assignable by Company unless such assignment is first approved by the Customer (Town Manager) as the Customer is relying upon the apparent qualifications and expertise of the Company, and such firm's familiarity with the Customer's area, circumstances and desires; (g) The Company shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out the services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the services under this Agreement, at its own expense; (h) The Company and its employees and agents shall be and remain an independent contractor and not an agent or employee of the Customer with respect to all of the acts and services performed by and under the terms of this Agreement, and this Agreement shall

not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties; and (i) In the event either party successfully enforces its rights against the other party hereunder, each party shall bear its own costs.

15. OWNERSHIP AND ACCESS TO RECORDS AND AUDITS.

Company acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to the Services to the Customer which are conceived, developed or made by Company during the term of this Agreement (“Work Product”) belong to the Customer. Company shall promptly disclose such Work Product to the Customer and perform all actions reasonably requested by the Customer (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

Company agrees to keep and maintain public records in Company’s possession or control in connection with Company’s performance under this 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 Customer.

Upon request from the Customer’s custodian of public records, Company shall provide the Customer 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.

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 Customer.

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 Customer’s Manager (Town Manager), at no cost to the Customer, within seven (7) days. All such records stored electronically by Company shall be delivered to the Customer in a format that is compatible with the Customer’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.

Any compensation due to Company may be withheld until all records are received as provided herein. Company’s failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Customer.

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

**Mailing address: 9293 Harding Avenue,
Surfside, Florida 33154**

Telephone number: 305-861-4863

Email : snovoa@townofsurfsidefl.gov

16. INSURANCE.

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 Customer, naming the Customer 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 Customer. its officials, employees, agents and volunteers naming the Customer as additional insured. Any insurance maintained by the Customer 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 and may be increased by the Customer as it deems necessary or prudent.

- a. Commercial General Liability coverage with limits of liability of not less than a \$2,000,000 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 \$5,000,000 each.
- b. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000 each accident. No employee, subcontractor or agent of the Company shall be allowed to provide services pursuant to this Agreement who is not covered by Worker's Compensation insurance.
- c. Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be

afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

- d. Environmental/Pollution Liability Insurance in an amount of not less than \$1,000,000 per occurrence, single limit.

Certificate of Insurance. Certificates of Insurance shall be provided to the Customer, reflecting the Customer as an Additional Insured (except with respect to all Liability Insurances and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Customer and prior to commencing services. Each certificate shall include no less than thirty (30) day advance written notice to Customer 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 this Agreement, including any extensions or renewals that may be granted by the Customer. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Customer reserves the right to inspect and return a certified copy of such policies, upon written request by the Customer. 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 Customer before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Customer.

Additional Insured. Except with respect to Worker's Compensation Insurance, the Customer is to be specifically included as an Additional Insured for the liability of the Customer resulting from services performed by or on behalf of the Company in performance of this Agreement. The Company's insurance, including that applicable to the Customer as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Customer 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.

Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Customer. The Company shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

The provisions of this section shall survive termination of this Agreement.

[SIGNATURE PAGES FOLLOW ON THE NEXT PAGE]

BY SIGNING BELOW, EACH SIGNATOR WARRANTS THAT HE OR SHE IS AUTHORIZED TO ENTER INTO A BINDING AGREEMENT ON BEHALF OF THE PARTY SET FORTH,

WASTE MANAGEMENT INC. OF FLORIDA,
a Florida corporation

TOWN OF SURFSIDE, FLORIDA, a
Florida municipal corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date Executed: _____

Date Executed: _____

**EXHIBIT A
SINGLE STREAM SPECIFICATIONS**

During the term of the Agreement, Company shall take and Customer agrees to provide one hundred percent (100%) of Customer's single stream recyclables in accordance with the specifications below ("Specifications"). In the event that the Recyclables do not meet Specifications, the load may be rejected and/or Customer shall have the sole responsibility for any resulting settlement or adjustments, including, but not limited to: price reductions, transportation, disposal costs, and contamination fees, all of which may include an amount for Company's operation and gross profit margin. Recyclables specifically exclude, and Customer agrees not to deposit or permit the deposit for collection of any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or chemical or other properties that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of the Company's structures or equipment, or any materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1998, as amended, or other regulations or ordinances or other waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Materials shall remain with Customer at all times. Title to Recyclables provided by Customer to Company is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.

RECYCLABLES must be dry, loose (not bagged) and include ONLY the following:

Aluminum cans – empty	Newspaper
PET bottle with the symbol #1 – with screw tops only – empty	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles, detergent, and shampoo bottles, etc.) - empty	Magazines, glossy insets, pamphlets and catalogs
Plastic containers with symbols #3 #7 – empty (no expanded polystyrene)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
Steel and tin cans – empty	Uncoated printing, writing and office paper
Glass food and beverage containers – brown, clear, or green - empty	Old corrugated containers/cardboard (uncoated)
	Phone books

NON-RECYCLABLES include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Mirrors	Window or auto glass
Light bulbs	Coated cardboard

Porcelain and ceramics	Plastics unnumbered
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics
Hoses, cords, wires	Yard waste, construction debris and wood
Flexible plastic or film packaging and multi-laminated material	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any Recyclable materials or pieces of Recyclables less than 4" in size in any dimension	Propane tanks, batteries

DELIVERY SPECIFICATIONS:

Materials delivered by or on behalf of Customer may not contain more than 30% Non-Recyclables ("Excess Contamination") and may contain no Excluded Materials. In the event a load does not meet Specifications, the load may be rejected and/or Customer may be charged additional processing, return of disposal costs; provided, however, that if delivered material contains more than 10% Non-Recyclables (but does not contain Excluded Materials), the material will be accepted and the Excess Contamination shall be subject to the charges set forth in Exhibit B.

"Excluded Material" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material; or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1998, as amended, or other regulations or ordinances.

Company reserves the right upon notice to discontinue acceptance of any category of materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. Company shall provide six (6) month advanced written notice to Customer of its decision to discontinue acceptance of any such material.

Customer shall deliver Recyclables, at Customer's expense, to Company's facility located at 1750 SW 43rd Terrace, Deerfield Beach, FL 33442; Reuter Recycling, 20701 Pembroke Road, Pembroke Pines, FL 33029, or to such other mutually agreeable location as the Company may direct from time to time ("Facility") during the Facility's operating hours, Monday through Saturday, excluding Christmas Day. All Recyclables must be delivered in self-dumping trucks and will be weighed in and out by Company at the Facility.

EXHIBIT B SINGLE STREAM PRICING

1. VALUE SHARE

Where the Blended Value is greater than the Processing Fee, Customer's value share is a percentage of the difference between the Blended Value and the Processing Fees listed below. When the Blended Value is less than the Processing Fee, Customer shall pay Company the difference between the Processing Fee and the Blended Value.

Where the Blended Value is greater than the Processing Fee and equal to or less than \$120.00, the Customer's value share is 55% of the difference.

Where the Blended Value is greater than \$120.00 and equal to or less than \$140.00, the Customer's value share is 65% of the difference.

Where the Blended Value is greater than \$140.00, the Customer's value share is 75% of the difference.

2. BLENDED VALUE

To calculate the Blended Value per ton of the Recyclables.

- (a) The percentage of each Recyclable and Non- Recyclable component set forth below contained in the Customer's recyclable as established and revised from time-to-time by audit, is multiplied by the current value of each commodity set forth below; and
- (b) Each commodity value per ton is added together to obtain the Blended Value per ton.

Customer acknowledges that the value of a commodity may be negative.

Blended Value is calculated monthly.

- PS means the average price published at www.SecondaryFiberPricing.com for the Southeast USA Region, domestic price, 1st issue of the month retroactive to the first of the month.
- SMP means the average price published at www.SecondaryFiberPricing.com for the Atlanta (Southeast USA) Region, first dated price each month, retroactive to the first of the month.
- If PS or SMP (or both) is not longer reflective of prevailing market conditions, or if an alternative publication more accurately reflects such market conditions, then Contractor any substitute such alternative publication(s) or alternate method to determine the value of each commodity set forth below.
- "Transportation and Disposal" means the charge transporting residue from the processing facility per ton in the month of delivery to the disposal facility.

Material	Index Description
Mixed Paper	PS 54 Mixed Paper (MP)
Newspaper	PS 56 Sorted Residential Papers (SRNP)
Corrugated Containers	PS 11 Corrugated Containers
Aluminum Cans	SMP Metals Aluminum Cans (Sorted, Baled, c/lb, picked up)
Steel Cans	SMP Metals Steel Cans (Sorted, Baled, S/Gross ton, picked up)
PET	SMP Plastics PET (Baled, c/lb, picked up)
Natural HDPE	SMP Plastics Natural HDPE (Baled, c/lb, picked up)
Colored HDPE	SMP Plastics Colored HDPE (Baled, c/lb, picked up)
Plastics #3-#7	SMP Plastics Commingled HDPE (#3-7, Baled, c/lb, picked up)
Glass (3 Mix)	SMP Glass 3 Mix (\$/ton def. as Recyclable or Disposable)
Polycoated cartons	\$0.00
Contamination (up to 10%)	\$0.00
Excessive Contamination (over 10%)	T&D

3. CHARGES

(a) The Initial Processing Fee is \$96.00 per delivered ton.

(b) The Company has the right to adjust the Processing Fee in accordance with increases in the applicable CPI as calculated below on the anniversary of the Effective Date (“Anniversary Date”). Such COP adjustment shall be effective on such Anniversary Date and shall be recalculated and effective each Anniversary Date thereafter. The increases to the Processing Fee shall be based on the percentage Increase in the CPI for the twelve (12) month period ending one month prior to the Anniversary Date. “CPI” means the Consumer Price Index-All Urban Consumer (CIP-U), Water, Sewer, and Trash Collection (WST), (Not Seasonally adjusted, 12-month rolling average) as published by the United State Department of Labor, Bureau of Labor Statistics (1982-1984=100), which shall not exceed 5%. In the event this CPI is no viable or no longer reflective of consumer prices in Customer’s geographic region, another consumer pricing index or method of adjustment may be used as a replacement for the CPI, subject to the mutual agreement of the parties. Failure by Company to submit such CPI price adjustment shall not preclude the retroactive implementation of such adjustment as of the Anniversary Date.

SINGLE STREAM COMPOSITION

The initial composition will be determined based on the initial composition study, which shall be completed no later than thirty (30) days after the commencement date of the agreement. Company/ Customer may request a composition study every six months to determine the percentage of each commodity in Customer's recyclables and Exhibit B will be deemed adjusted accordingly. A representative from Customer may be present for composition studies.

By way of example:

Material	Index Description	Market Index Apr 2018	Market Value (\$/Ton)	Material %	Average Market Value (\$/Ton)
Mixed Paper	PS 54 Mixed Paper (MP)	2.50	\$2.50	21.5%	\$0.54
Newspaper	PS 56 Sorted Residential Papers (SRNP)	17.50	\$17.50	11.6%	\$2.03
Corrugated Containers	PS 11 Corrugated Containers	87.50	\$87.50	14.6%	\$12.78
Aluminum Cans	SMP Metals Aluminum Cans (Sorted, Baled, c/lb, picked up)	70.00	\$1,400.00	1.1%	\$15.40
Steel Cans	SMP Metals Steel Cans (Sorted, Baled, S/Gross ton, picked up)	180.00	\$180.00	2.0%	\$3.60
PET	SMP Plastics PET (Baled, c/lb, picked up)	15.25	\$305.00	7.5%	\$22.88
Natural HDPE	SMP Plastics Natural HDPE (Baled, c/lb, picked up)	37.50	\$750.00	3.0%	\$22.50
Colored HDPE	SMP Plastics Colored HDPE (Baled, c/lb, picked up)	19.00	\$380.00	3.0%	\$11.40
Plastics #3-#7	SMP Plastics Commingled (#3-7, Baled, c/lb, picked up)	(1.50)	\$(30.00)	4.4%	\$(1.32)
Glass (3 Mix)	SMP Glass 3 Mix (\$/ton del. As Recyclable or Disposable)	(22.50)	\$(22.50)	13.3%	\$(2.99)
Polycoated cartons	N/A	-	-	0.8%	
Contamination	N/A	-	-	10.00%	
Excessive Contamination	Contamination in excess of 10%	(55.00)	\$(55.00)	7.2%	\$(3.96)
				100.0%	\$82.86

EXHIBIT C

Composition Audits of Program Materials used for AMV Calculation

a. The initial AMV calculation shall be based upon compositions presented In Exhibit B. and shall be the basis for calculating the initial AMV. For users of this Agreement other than the Town by piggyback or otherwise, a mutually agreeable AMV schedule will be implemented for the first six months of this Agreement.

Beginning upon the commencement date of the agreement and during each subsequent six month period, WMIF shall conduct audits on not less twenty-five composition samples in accordance with ASTM standard D5231-92(2008) so as to establish sufficient waste characterization data necessary to adjust the AMV to reflect changes in the composition of single stream materials delivered to the Designated Facilities which are utilized to calculate the AMV semi-annually, as agreed to by the Town and WMIF. A quantity of 25 audits will provide a statistical confidence of 90%. These audits maybe performed on a weekly basis over the duration of a six-month period to reflect changes in weather and seasonal population behaviors which affect recycling composition.

A calendar of planned audits will be provided to the Town by WMIF indicating the schedule of planned samples. Sampling protocol shall consider the collection day of the week and geographic routing to provide the overall composition. The Town may request to have a representative observe any audits by providing a written request not less than seven days prior to the audit. At any time during the term of the Agreement, the Town may submit a written request to conduct a Composition Study with the aid of a qualified professional.

b. Within ninety days after receipt of Town's request, the Town may engage a qualified professional (the "Professional") to conduct the Composition Study. The Professional will employ a Composition Study methodology generally recognized and accepted within the industry as producing accurate results under circumstances similar to those existing at the Designated Facilities. The Town will have sole and absolute discretion in choosing the Professional and the methodology to be used in conducting each Composition Study. All costs related to the Composition Study shall be the Town's obligation.

c. Upon engaging a Professional who will conduct a Composition study, the Town will notify WMIF as to the schedule when the study will be conducted. Both the Town and WMIF shall have the right to be present and to observe the conduct and performance of the Composition Study.

d. The Town will deliver or require the Professional to deliver a copy of the final Composition Study to WMIF. Should the Composition study conducted by the Professional deviate significantly (defined as greater than 5%) from data derived from audits conducted by WMIF, an average of the two AMV totals will be used to calculate the subsequent period until the next semi-annual calculation is due.

After the Town and WMIF have received the final Composition Study, then any required resulting adjustments to the material percentages utilized to calculate the AMV as provided in Exhibit B will become effective commencing the first day of the calendar month after the month in which


the parties receive the final Composition Study and will remain in effect during the remainder of the Agreement unless and until further adjusted in a future Composition Study or Town Composition Study.



MEMORANDUM

ITEM NO. 5C

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission

From: Guillermo Olmedillo, Town Manager 

Date: October 9, 2018

Subject: Extension of Contract Service Agreement for Maintenance Services of Chiller and Air Conditioner Systems (TRANE Service Agreement)

The original base contract for service agreement for chiller and air conditioner system installed at the Town of Surfside was the result of a Request for Proposal (RFP) that concluded with the award to TRANE for installation and servicing of equipment. The contracted service agreement was for three years and is due to expire on September 30, 2018. In order to continue service coverage of chiller system and air conditioner, a new contract extension is required between the Town of Surfside and TRANE.

After the review of the proposed service agreement, it was determined that yearly services will increase by \$3,467. The scope of work for the proposed service agreement remains the same as the original contract with TRANE. Therefore, based on analysis, it was determined that the increase in yearly service cost is due to equipment and parts originally installed which are no longer under manufacturer warranty, aging mechanical components will require additional maintenance and more detailed inspections of projected aging components. The mentioned items will be costs absorbed by TRANE through the proposed service agreement. Furthermore, TRANE will provide additional virtual monitoring of the system not previously provided.

The Town Manager will negotiate the final legal terms of the proposed service agreement which is anticipated to be a one-year contract which will terminate on September 30, 2019 with an expected annual cost of \$24,172 which will be paid monthly at a monthly rate of \$2,014. The 2018-2019 fiscal budget accounts for the increase in cost.

The Administration recommends the Commission authorize the Town Manager to negotiate the final terms and approval of the proposed service agreement, in substantially the form attached, in a total amount not to exceed \$24,172.00.

Due to aging equipment that is weathered and various components being out of manufacturer warranty, the proposed service agreement price increase is justified. Furthermore, TRANE should be the only contractor working on the chiller and air conditioner system because it is specialty equipment manufactured by TRANE.

Reviewed by: CW / FD / HG / GO

Prepared by: HG/km

RESOLUTION NO. ____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH TRANE U.S. INC, FOR MAINTENANCE AND SERVICE FOR THE EXISTING TRANE CHILLER AND AIR CONDITIONER SYSTEM; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town previously completed a competitive bid process for the purchase, installation and maintenance for a chiller and air conditioner system installed at the Town of Surfside by TRANE U.S. Inc (“TRANE”); and

WHEREAS, the resulting 3-year maintenance contract for the installed equipment is set to expire on September 30, 2018; and

WHEREAS, because the chiller and air conditioner system consists of specialty equipment manufactured by TRANE, the Town desires to maintain service with TRANE; and

WHEREAS, the Town Commission desires to authorize the Town Manager to negotiate the terms and conditions of a one-year renewal with TRANE in an amount not to exceed \$24,172.00 and an anticipated performance schedule as outlined in the initial proposal attached hereto as Exhibit “A” (the “Proposal”), subject to final approval as to form, content, and legal sufficiency by the Town Manager and Town Attorney; and

WHEREAS, the Town finds it is in the best interest of the Town to negotiate and enter into an agreement with TRANE for the services identified in the Proposal.

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. Town Manager Authorized; Agreement Authorized. The Town Manager is hereby authorized to negotiate and enter into a one-year Agreement with TRANE U.S. Inc., in an amount not to exceed \$24,172.00 for the services, substantially outlined in the Proposal attached hereto as Exhibit "A", subject to final approval as to form, content, and legal sufficiency by the Town Manager and Town Attorney.

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

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

PASSED AND ADOPTED this 9th day of October, 2018.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION

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

Attest:

Daniel Dietch, Mayor

Sandra Novoa, MMC
Town Clerk

Approved as to Form and Legal Sufficiency:

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



TRANE

TRANE SELECT SERVICE AGREEMENT

Trane Office

Trane U.S. Inc.
2884 Corporate Way
Miramar, Florida 33025

Trane Representative

Mauricio Dugand
Cell: (305) 389-5826
Office: (954) 499-6900

Paige Medert
Cell: (954) 218-2238
Office: (954) 499-6900

Proposal ID

1759040

Contact Telephone Number for Service

(305) 592-0672

Service Contract Number

1759040B

Company Name

Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154

Site Address

Surfside Town Hall
9293 Harding Avenue
Surfside, Florida 33154

August 13, 2018



Executive Summary

This **Select Service Agreement** provides an integrated approach to planned maintenance for your HVAC equipment and building automation system (BAS). Taking service beyond the scope of a typical planned maintenance contract, this service agreement also includes parts and labor repair coverage.

It is an effective service strategy: HVAC and BAS must work together to keep your building comfortable and energy efficient. And no one knows better than Trane how to maintain them as two interdependent. Plus, the added repair coverage helps you minimize unplanned downtime and avoid unexpected expenses.

As an HVAC and systems service provider, Trane offers many advantages:

- Confidence that your HVAC equipment and BAS are being cared for according to OEM best practices for both frequency and procedures
- Priority service, available 24-hours a day, giving your facility precedence during urgent situations
- Advanced diagnostic technologies, allowing our technicians to analyze system performance more comprehensively, so they can identify and correct a broader set of conditions

Protect your bottom line. Proper maintenance can save an estimated 12 to 18 percent of your budget compared to a run-to-fail approach. This service agreement will help you capture those savings. (*FEMP O&M Guide 2010*)

ENVIRONMENTAL PRACTICES

Trane procedures for handling refrigerant are compliant with federal and state regulations.

CONSISTENT PROCESSES

All Trane technicians follow documented processes ensuring uniform service delivery.

SAFETY

Trane incident rates (OSHA) are consistently 50 to 70 percent below industry averages.

ASSIGNED TEAM

You will have a consistent group of Trane employees dedicated to your account.

ADDITIONAL SUPPORT

Trane offers a wide range of maintenance and repair services beyond the scope of this service agreement. Ask your Trane representative for details.

Executive Summary

This Trane Service Agreement provides the gateway to a productive, results-oriented approach to managing and maintaining today's complex building systems. Industry-wide, building energy management systems (BEMS) are producing more savings and greater value for building owners. As facilities continue to generate more data, these intelligent buildings will generate greater benefits for facility managers, owners and occupants:

- Energy efficiency will be optimized for buildings, and even entire cities
- Facilities will offer more advantages for occupants, improving how people live and work
- Technology will enable compliance with emerging climate change policy
- Providers will differentiate themselves through competencies in cyber security

Across our customer base, Trane is consistently delivering 5 to 10 percent energy savings through our BEMS service offerings. Additionally, proper maintenance can save an estimated 12 to 18 percent* of your budget compared to a run-to-fail approach.

Today, Trane uses data and analytics to help you manage your lifecycle costs and capture those savings, while improving reliability and reducing energy use. Partnering with Trane for BEMS service gives you clear advantages. We look forward to making the following proposed solutions a reality for you. You'll see how even a good building can get better and improve over time.

THE VALUE OF REGULAR MAINTENANCE

Research conducted by the FEMP* has shown that regular maintenance can:

- Cut unexpected breakdowns by 70-75%
- Reduce downtime by 35-45%
- Lower equipment repairs and maintenance costs by 25-30%
- Reduce energy consumption by 5-20%

*Source: FEMP O&M Guide 2010

FOCUSED ON BETTER BUILDINGS

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry. Trane experience provides the roots for practical progress:

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services

FROM ANALYTICS TO RESULTS

As a service partner, Trane puts more knowing behind our doing. Data from your building enables Trane service technicians to focus their time and attention more productively. With analytics running constantly, Trane knows what's working fine, which issues need attention immediately—and which can wait—before our technicians ever enter your building.

Furthermore, Trane documents our work and publishes the progress we've helped you achieve in periodic reports. You will see documented results, aligned to your Key Performance Indicators (KPIs) whenever possible.



SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- Smith System Safe Driving Program
- USDOT compliance
- Refrigerant management training

ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS.

This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards. And it is tailored to your needs. The following are the standard inclusions of your service agreement:

TRANE SCHEDULED MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.

Advantages:

1. Trust one assigned maintenance team for all HVAC equipment brands
2. Receive consistent service outcomes through proprietary Six Sigma maintenance procedures
3. Save money compared to ad-hoc service calls

Implementation:

- Technician visits are scheduled in advance
- Service is completed during normal business hours
- Basic supplies, such as grease, cleaning solvents and wiping cloths, are included in the annual fee



EMERGENCY ON-SITE RESPONSE

With Emergency On-site Response, Trane responds to emergency service requests by immediately dispatching a technician to the facility.

Advantages:

- Gain reassurance that BAS emergencies will be handled promptly
- Minimize risks to your business caused by unplanned BAS downtime



REPAIR COVERAGE FOR SELECTED BAS COMPONENTS

Repair Coverage pre-authorizes Trane to repair selected aspects of the BAS. Costs for parts and labor (performed during normal business hours) are included within the coverage of the annual BAS maintenance contract. The scope of this coverage is specified later in this agreement.

Advantages:

- Minimize unplanned downtime by giving Trane the authority to take care of repairs proactively
- Make repairs a budget item, not an unexpected expense
- Maintain optimal BAS performance

Implementation:

- Collaborative selection of covered systems and components
- Repair or replacement of failed or worn components
- Separate invoicing for overtime and after-hours labor



SPECIFIED SYSTEM REPAIR COVERAGE

Covers the cost of all required repairs to maintainable components on the systems specified during Trane normal business hours. Non-specified equipment repairs will be invoiced separately on a time and materials basis.

Overtime repair labor for emergency failures (outside of Trane regular business hours) will be invoiced separately on a time and material basis.



REFRIGERANT MANAGEMENT

US Environmental Protection Agency (EPA) has placed in effect more stringent regulations on refrigerant management and reporting in 2017. Section 608 of the Clean Air Act prohibits the knowing release of refrigerant during the maintenance, service, repair, or disposal of air-conditioning and refrigeration equipment. The EPA requires proper refrigerant management practices by owners and operators of refrigeration and air-conditioning systems, all servicing technicians and others. **The Clean Air Act requires owners to maintain records of refrigerant usage and leak rates for each air-conditioning or refrigeration appliance with refrigerant charge greater than 50 lbs. and for disposal of units between 5 and 50 lbs. of refrigerant. These records must be maintained for 3 years and be directly accessible if audited by the EPA.** This brief summary of Section 608 of the Clean Air Act is provided for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the application of Section 608 of the Clean Air Act to your business.



Trane Technicians are Universally certified (the highest level possible) to service, manage, and document your refrigerant and are knowledgeable of applicable law and time constraints to repair leaks. Trane Technicians track all refrigerant in all equipment serviced regardless of appliance size.

When a customer has **all** their refrigerant work performed by a Trane technician - Trane Refrigerant Management software maintains complete record of refrigerant transactions and appliance leak rates. Refrigerant reports provided by Trane will contain the information to satisfy EPA record keeping requirements.

Advantages:

- Real time reporting of refrigerant leak rate informs proactive decisions
- Stay in compliance with state and federal regulations
- Provide acceptable documentation to authorities during audits
- Maintain company environmental standards
- Detect potential refrigerant leaks before equipment damage occurs

Implementation:

- Technicians collect refrigerant information for covered equipment during onsite visits
- Refrigerant data and technician activity are entered into the Trane Refrigerant Management System
- Periodic Refrigerant Usage Reports are generated according to your needs

SCOPE OF SERVICES

BUILDING PERFORMANCE

Building Performance unleashes the power of building data to uncover hidden opportunities for improvement. A system-wide, initial assessment reveals the status of your building today. Using the collected data, Trane building professionals provide recommendations for improvements that are targeted to your budget and business goals. Continued efficient performance and additional gains are ensured through ongoing analysis.



Advantages:

- Identify when HVAC systems or subsystems are operating inefficiently through system-wide assessments
- Optimize HVAC equipment runtime (reducing wear and tear and sustaining efficiency gains) based on the continuous, automated system analytics
- Reduce operational costs and energy consumption by implementing the service actions suggested by Trane building professionals
- See energy and operational savings progress using the periodic reports provided by Trane

Implementation:

- Initial system-wide assessment
- Continuous analysis by automated system analytics
- Interpretation by technical specialists
- Results-oriented, value-based actionable recommendations
- Ongoing reporting, tracking energy and operational savings
- Annual performance reporting as stated in the Agreement

BAS SCOPE OF SERVICES

Two (2) Preventative Maintenance BAS Inspections per contract year as provided in the Agreement.

UP-FRONT CONVERSATIONS

Up-front Conversations provide prior notification regarding when your Trane technician will be actively working on the system, and the planned scope of the assessment. Proactive communication provides information about when, which aspects, and why the Trane technician is reviewing your system.



Advantages:

- Implementation: Know which systems or equipment may be affected in advance
- Alert security and maintenance personnel that a Trane technician will be actively working on site
- Plan ahead to address current questions and concerns; schedule service or coaching at the same time
- Use the opportunity to discuss which improvement opportunities should be prioritized; which can wait

Implementation:

- Advance notification of the planned scope of work and any short-term system affects
- Communication of customer requirements, such as site access or security clearance
- Scheduling for “end of day” follow-up conversation
- Inquiry into current concerns for investigation
- Identification of future operator training or coaching requirements

SOFTWARE UPDATE AND TRAINING

Software Updates and training provides software installation and maintenance, along with information and demonstrations on new features and functionality.

Advantages:

- Proactively maintain BAS system software to each new version
- Gain new and improved capabilities as technology progresses
- Know how to gain the full advantages of system enhancements
- Keep BAS software compatible with current operating systems and browsers

Implementation:

- Proactive notification of software releases
- Installation and administration of software and/or firmware upgrades
- Comprehensive system and database backup and archiving
- Operator coaching and/or up-front discussion on new features

OPERATOR COACHING AND USER SUPPORT

Operating Coaching and user support, delivered by Trane technicians, raises staff expertise in building automation system (BAS) operation. Information may be delivered remotely or one-on-one at your facility.

Advantages:

- Align staff habits to industry-best practices
- Correct practices that are detrimental to system efficiency
- Answer operational questions
- Regain forgotten or underutilized system functionality

Implementation:

- Staff coaching by Trane technicians delivered remotely (by phone) or on-site at the time of inspections or service visits
- Proactive training to strengthen user capabilities
- Reactive coaching based on observed practices
- Up to 2 hours of support per year as stated in the Agreement



ALARM LOG REVIEW

Alarm Log Review assesses each alarm that has been triggered since the last review, sorting nuisance alarms from events that require corrective action. Trane provides both an explanation of what each alarm means and guidance on next steps.

Advantages:

- Identify critical events within your mechanical and/or BAS systems
- Troubleshoot and initiate repairs proactively
- Prioritize repair/replace decisions through root-cause analysis
- Reassess whether set alarm parameters reflect your environmental requirements
 - For example, if an alarm set at 74 degrees triggers repeatedly, you may determine there is minimal risk to resetting the alarm to 76 degrees

Implementation:

- Alarm nature/cause determination through data analysis and customer discussions
- Differentiation of significant events and nuisance alarms
- Guidance on alarm parameters, if needed
- Alarm Log Reviews: 6 per year as stated in the Agreement

SCHEDULE REVIEW

Schedule Review compares system programming to the actual times when the facility is in use, taking into consideration normal business hours, weekends and holidays. Trane technicians review data to determine whether changes in programming or facility use may be beneficial.

Advantages:

- Gain better alignment between when the facility is occupied and when heating/cooling systems are running
- Reduce energy use during unoccupied times
- Use the insight to optimize how and when a facility is used, and to leverage the advantages of system zoning
 - For example, if the same group is overriding the entire building's heating or cooling system every Saturday morning for a meeting, it may be efficient to move the meetings to a different room in a more limited heating/cooling zone



Implementation:

- Scheduling reports
- Review and analysis of scheduling deviations and abnormalities
- Use-based recommendations for system optimization and efficiency

GRAPHICS REVIEW

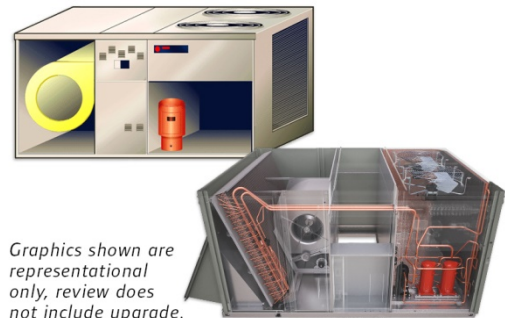
Graphics Review ensures the building automation system interface is operating properly, and that it continues to serve current user needs.

Advantages:

- Maximize usability with a flawless interface
- Ensure that graphics maintain full functionality
- Keep graphics aligned to user needs

Implementation:

- Review for data source/naming alignment
- Check for and fix broken links
- Consultation and recommendations for graphic enhancements or revisions



Graphics shown are representational only, review does not include upgrade.

OVERRIDE REVIEW

Override Review determines which systems are operating in an override setting and which are operating as scheduled. It identifies where settings have been manually altered since the previous review.

Advantages:

- Understand what is driving overrides before releasing them
- Assess whether repeated override settings should become the new normal
- Uncover the causes of occupant discomfort or excessive energy use

Implementation:

- Override-report review and cause determination
- Assessment for system problems that are driving repeated overrides (For example, tenants are consistently too hot or too cold in a particular area)
- Recommendations for additional training on system functionality
- Suggestions for improving sequencing or scheduling

BAS SYSTEM PERFORMANCE AND EVALUATION

BAS System Performance and Evaluation validates that the controls system is operating properly, and that all components are fully functional.

Advantages:

- Gain reassurance that the BAS system is operating correctly
- See early indicators of developing failures and shutdowns
- Find out faster when a system is in failure mode
 - Determine where a communication failure has occurred, and how to resolve it



Implementation:

- Check controls memory, processors and resource utilization
- Confirmation that microprocessor components are operating within correct parameters
- Validation of network communication and link stability
- Identification of areas for concern

CRITICAL SENSOR HEALTH CHECK

Critical Sensor Health Check inspects specified environmental sensors for accuracy, calibration and signs of developing failures. Trane will validate sensors according to your direction: Outside air temperature, humidity, CO2, chiller plant header temperature, chilled water system pressure, AHU discharge temperatures and/or zone sensors.

Advantages:

- Maintain accurate and consistent environmental control
- Increase uptime; reduce downtime caused by environmental variances
- Confirm the accuracy of data, and minimize the consequences of inaccurate readings
 - For example, if an outdoor air temperature sensor is reading too cold, heating systems may be running excessively and compromising comfort and energy efficiency



Implementation:

- Review critical sensors for accuracy and proper calibration
- Repair/replace recommendations for faulty sensors
- Check relationships between connected sensors

TECHNICIAN-CUSTOMER REVIEW

Technician-Customer Review concludes the visit with a summary of actions and findings—conducted remotely or on-site.

Advantages:

- Gain professional insight into the concerns you identified during the up-front conversation
- Obtain written documentation of the completed work and additional service recommendations
- Plan and prioritize future service work

Implementation:

- Verbal discussion and written documentation of completed work
- Identification of developing issues that should be monitored
- Presentation of findings requiring additional service, including work that falls outside the scope of the Trane Service Agreement

AIRSIDE OPTIMIZATION IDENTIFICATION

Airside Optimization Identification validates that airside systems are operating appropriately. It helps manage the multiple system inputs and confirms set-up accuracy.

Advantages:

- Maintain comfort, reliability and uptime
- Prevent premature failure of the system or components
- Identify anomalies that waste energy

Implementation:

- Set up and review reset schedule and setpoint trends
- Review VAS/area setup and discuss abnormalities
- Check loop tuning and provide a quote, if necessary
- Reset routines to design specifications

CHILLER PLANT OPTIMIZATION

Chiller Plant Optimization validates that the chiller plant is operating appropriately. It helps manage the multiple system inputs and confirms set-up accuracy.

Advantages:

- Maintain comfort, reliability and uptime
- Prevent premature failure of the system or components
- Identify anomalies that waste energy

Implementation:

- Review chiller plant control parameters and search for inefficiencies in cycling and staging
- Check loop tuning and provide a quote, if necessary
- Reset routines to design specifications



SCOPE OF SERVICES

SCOPE OF SERVICES SUMMARY

The following is an overview of the scope of Trane's services to be performed on Covered Equipment. Items marked are included in this agreement.

Services Included	Cooling Season Service
X	Annual Maintenance Inspection (1) on all equipment listed
X	Operating Inspections Qty (3)

Services Included	Labor and Materials for Covered Equipment
X	Scheduled Maintenance Labor
X	Scheduled Maintenance Parts and Materials
X	Emergency Repair Parts and Materials (labor provided at prevailing hourly rate)
X	Emergency Repair Labor: Repairs will be performed on covered equipment during Trane regular business hours.
	Overtime Repair Labor for Emergency Failures (outside Trane regular business hours)
X	Refrigerant Replacement 10% of Charge per year
X	Refrigerant Usage Reporting

Please Note:

Overtime Labor for Scheduled Maintenance, requested by customer, to be performed after regular Trane business hours, will be billed at \$60.00 per hour, per technician.



Services Included	Additional Services
N/A	Condenser Tube Brushing once per year
N/A	Condenser Head (one end) removed by Trane and Visual Tube Inspection once per year as part of Tube Brushing service listed above.
X	Clean Condenser Coils once per year
N/A	Cooling Tower Cleaning once per year
	Evaporator Coil Cleaning once per year on Air Handlers
X	Starter Maintenance on 480 Volt or less, starters only; where applicable
	Air Filter Changes as required up to Qty () changes per year
	Air Filters supplied by Trane during maintenance inspections (HEPA Filters not included)
	Drive Belts supplied by Trane once per year
X	Oil Analysis on Chiller – Trending oil analysis provides insight into potential system problems

Specifically excluded under this agreement:

- R'Newal Service if applicable
- Repairs due to corrosion or erosion of equipment
- Maintenance or repair of non-maintainable items (i.e. Piping, valves, insulation)
- Power wiring, disconnect switches and circuit breakers
- Crane or special rigging service required for repairs
- Repairs resulting from acts of god (hurricanes, lightning etc.)

This Building Advantage Agreement consists of a combination of Intelligent Services and Building Automation preventative maintenance. Together, these offerings will provide a system wide view of your building and help to ensure your equipment runs reliably and efficiently, and meets comfort requirements.



BUILDING PERFORMANCE

- Trane uses data and analytics to help you manage your lifecycle costs and capture those savings, while improving reliability and reducing energy use and operational costs
- Trane consults with you on ways to improve your building’s performance. We will prioritize actions and tell you how to pursue them
- Trane identifies when HVAC systems are operating inefficiently through system-wide assessments
- Trane will identify energy and operational savings progress using periodic reports

BUILDING AUTOMATION SYSTEM PREVENTATIVE MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane will work with customer for planning, scheduling, and managing routine maintenance on covered HVAC equipment.

SCOPE OF SERVICE AGREEMENT

- (1) Building Performance and Optimization Report review with Account Engineer
- (2) On-site BAS Controls Inspections
- (4) Remote System Inspections by Remote Support Specialist
- Customized Mapping of Analytics to Trane Intelligent Services (TIS)
- Verification and Validation of Data and Analytics

EQUIPMENT AND BAS AND SYSTEMS COVERAGE

COVERED EQUIPMENT

Equipment	Qty	Manufacturer	Model Number	Serial Number	Run Inspections per year	Annual Per year
Air-Cooled Chiller, Scroll Compressors	1	Trane	CGAM080A2L	U14K44890	3	1

Description

CGAM Annual Inspection

Qty. 1

CGAM Operational Quarterly Inspection

Qty. 3

Equipment	Qty	Manufacturer	Model Number	Serial Number	Run Inspections per year	Annual Per year
Performance Climate Changer	1	Trane	CSAA008GLH	K14J76652	3	1
Performance Climate Changer	1	Trane	CSAA012GLH	K14J76644	3	1
Performance Climate Changer	1	Trane	CSAA012GLH	K14H71310	3	1
Performance Climate Changer	1	Trane	CSAA014GLH	K14H71301	3	1
Performance Climate Changer	1	Trane	CSAA021GLH	K14H71325	3	1

Description

AHU Annual

Qty. 1

AHU Quarterly

Qty. 3

Building Automation System Inclusions		
BAS COMPONENT NAME	DESCRIPTION	COVERAGE
1 – Tracer SC	System Controller	Parts & Labor
1 – Trane Bridge	Comm3/4 Communications Bridge	Parts & Labor
5 – UC600	Programmable Controllers	Parts & Labor
44 – UC210	Variable Air Volume Controllers	Parts & Labor
1 – BCI-C	Bacnet Communication Interface-Chiller	Parts & Labor
2- Space Temperature Sensors	Temperature Sensor	Parts & Labor
6- Duct Temperature Sensors	Temperature Sensor	Parts & Labor
6- Current Switches	Current Switch	Parts & Labor
6- Air Differential Pressure Sensors	Pressure Sensor	Parts & Labor
4- Static Pressure Sensors	Pressure Sensor	Parts & Labor
10- Actuators	Actuator	Parts & Labor
5- 24 Volt Pilot Relays	Pilot Relay	Parts & Labor
5- 24 Volt Control Transformers	Control Transformer	Parts & Labor
1- Ethernet Switch	Ethernet Switch	Parts & Labor

CALENDAR OF SCHEUDLED SERVICES

Scheduled Services												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Remote Inspections		X				X		X				X
BAS Onsite Inspections				X						X		
Consultation Reports					X							

PRICING AND ACCEPTANCE

Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154

Surfside Town Hall
9293 Harding Avenue
Surfside, Florida 33154
United States

Trane Service Agreement

This Service Agreement for Building Automation Systems consists of the pages beginning with the page entitled "Trane Service Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1	\$24,172.00	\$2,014.00	Monthly

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

Term

The Initial Term of this Service Agreement is 1 year, beginning **October 1, 2018** and expiring **September 30, 2019**. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on September 30, 2019, this Agreement shall renew automatically for successive periods of 1 year (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at (305) 592-0672 or by direct mail addressed to: 2884 Corporate Way Miramar, Florida 33025.

Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this

Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
	Trane U.S. Inc.
_____ Authorized Representative	_____ Submitted By: Mauricio Dugand
_____ Printed Name	_____ Proposal Date: August 13, 2018
	Cell: (305) 389-5826
	Office: (954) 499-6900
_____ Title	License Number: CAC#0023485
	_____ Authorized Representative
_____ Purchase Order	
	_____ Title
_____ Acceptance Date	_____ Signature Date

The Initial Term of this Service Agreement is 1 year, beginning October 1, 2018.

TERMS AND CONDITIONS

“Company” shall mean Trane U.S. Inc. for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

1. Agreement. These terms and conditions (“Terms”) are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the following commercial services as stated in the Proposal (collectively, the “Services”): inspection, maintenance and repair (the “Maintenance Services”) on equipment (the “Covered Equipment”), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, Energy Performance Solutions, and any other services using remote connectivity (collectively and individually referred to in these Terms as “Energy and Building Performance Services”). **COMPANY’S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer’s order is expressly conditioned upon Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s Terms and Conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counter-offer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company’s counter-offer will be deemed accepted. Customer’s acceptance of performance by Company will in any event constitute an acceptance by Customer of Company’s Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Services provided by Company to the date of cancellation.

3. Fees and Taxes. Fees for the Services (the “Service Fees”) are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company’s normal business hours shall be billed separately according to then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

4. Payment. Payment is due upon receipt of Company’s invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

5. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer’s bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

6. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer’s expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer’s telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer’s communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

7. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

8. Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer’s existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer’s failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement (“Pre-Existing Conditions”), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues

involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Trane. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

9. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Trane; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. THE ENERGY AND BUILDING PERFORMANCE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND.**

10. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

11. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

12. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

13. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

14. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

15. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company

personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

16. Remote Connectivity. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment or other building systems, and to diagnose and remotely make repairs at Customer's request. The Intelligent Services, including any reports and other information Company provides, are intended to provide operational assessments and recommendations. **Electronic Monitoring.** Any electronic monitoring Company performs is undertaken solely to enable Company to collect the data and perform any analysis included in Company's Services. Customer agrees that Company is not liable for inability to perform and/or losses that may occur in cases of malfunction or nonfunctioning of communications equipment, HVAC and other equipment, the energy management system, failure to identify equipment or system performance issues, failure to recommend corrective action, or otherwise related to the monitoring of Customer's equipment and building systems. **Data Collected.** Customer hereby grants to Company the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, reproduce, display, distribute internally or externally and prepare derivative works based upon any such data Company collects from Customer. Company shall not use or publish such data in any way that identifies Customer as the source of that data without Customer's prior written consent. The data Company will collect from Customer will not include any personal or individual information. Upon Customer's written request, Company will endeavor to provide an electronic copy of data collected from Customer, subject to availability. For Energy and Building Performance Services (except Energy Assessments and digital assessments), Company will use commercially reasonable efforts to store Customer's data for up to 18 months. Company cannot guarantee the availability of the data. **Data Privacy and Security.** Company has implemented various security measures for the purpose of protecting Customer's data against accidental or unlawful access, unauthorized disclosure, loss, destruction, and alteration. Customer is responsible for maintaining the confidentiality of Customer's user name(s) and password(s). Customer is responsible for all uses of Customer's password(s), whether or not authorized by Customer. Customer must inform Company immediately of any unauthorized use of Customer's user name(s) or password(s). Transmission of data over the Internet by its nature entails the use of systems under the control of third parties, and as a result Company cannot ensure total control of the security of such systems. Company will take commercially reasonable efforts to ensure that data and other configuration parameters are not visible or accessed by other customers. Customer acknowledges that the very nature of communication via the Internet restricts Company from offering any guarantee of the privacy or confidentiality of information relating to Customer passing over the Internet. In gaining access via the Internet, Customer also acknowledges and accepts that electronic communication may not be free from interference by unauthorized persons and may not remain confidential. Customer therefore accepts that access and storage of data is at Customer's own risk. Company will notify Customer of any breach in security of which Company become aware. Any breach in privacy of which Customer become aware should be reported by Customer to Company immediately. Company does not disclose Customer's information to third parties for their marketing purposes, but Company does use third party software and services to assist Company with collecting and analyzing information. Company may also disclose Customer's information if required to do so by law, in which case, Company would inform Customer of such disclosure.

17. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

18. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

19. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

20. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver or its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (0415)
Supersedes 1-26.130-7 (1114)



MEMORANDUM

ITEM NO. 9B

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission

From: Guillermo Olmedillo, Town Manager

Date: October 9, 2018

Subject: Construction fencing

It has come to staff's attention that chain-link fencing with windscreens are often eyesores when not maintained at construction sites. Staff proposed to prohibit chain-link and require wood or metal fencing for construction sites in all zoning districts. Staff presented this as a discussion item to the Planning and Zoning Board (Board) on April 26, 2018 (see attached memo), which was not recommended to move forward by the Board. The Board's concern was that it was too costly for single-family homeowners to install wood or metal during construction.

Staff has found that construction projects that are delayed or have changes result in chain link fences with windscreens on sites for extended periods of time which often buckle or the screen is blown off.

Staff recommends the Commission direct staff to prepare an ordinance to modify construction fencing requirements.

Reviewed by GO

Prepared by SSG



MEMORANDUM

ITEM NO. 9C

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission

From: Guillermo Olmedillo, Town Manager

Date: October 9, 2018

Subject: Downtown Vision Advisory Committee (DVAC) Discussion Item

There exists a need to strengthen Surfside's downtown as the social, cultural and economic center of the Town. Currently the downtown has 16 vacancies, 5 of which have indicated there are new businesses "coming soon". A thriving downtown can enhance the quality of life for Surfside's residents and improve the visitor experience.

Additional tax revenue from a thriving downtown, including increase in the Tourism Resort Tax, adds to the Town's tax base and helps alleviate the ad valorem (property) tax burden on residents.

Initially a meeting was held February 27, 2018 and all Surfside downtown property owners were invited. A number of topics were explored, and the meeting ended with the consensus of property owners interested in reinvigorating a Downtown Vision Advisory Committee (DVAC)/ Business Improvement District (BID). The request was that the Town be more participatory, set the agenda and make it specific. With that in mind the administration gathered a smaller group of interested people to fact-find key agenda topics should a DVAC or BID be reinstated.

Meetings were held April 25 and May 21, 2018. In attendance were Bradley Colmer, Shaun Grenald and Bera Kalhan as property owners and business operators; Town staff included Guillermo Olmedillo, Town Manager, Duncan Tavares, Assistant Town Manager, Lindsay Fast, Tourism Director, and Frank Trigueros, Marketing and Special Projects Coordinator.

At the May meeting five main topics were discussed:

1. Type of business to attract to the Town (National retailers or "Mom and Pop" stores);
2. How to reduce the number of downtown vacancies;
3. How to increase interest and participation by potential DVAC/BID members;

4. The discussion item to be presented to the Town Commission addressing a temporary parking waiver;
5. Research possible short-term rental use, such as pop-up shops, art galleries, and similar.

Staff moved forward to waive parking requirements for particular uses with the passage of Ordinance 18-1686 by the Town Commission. In addition, staff is exploring short-term rental use in the Downtown district.

At this juncture direction is needed from the Town Commission on how the Town Manager should proceed. Is it advised to proceed by continuing with current process as is, reinstitute DVAC as the advisory committee to the Town Manager, or create a Commission advisory committee?

Reviewed by



Prepared by





MEMORANDUM

ITEM NO. 9D

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission

From: Guillermo Olmedillo, Town Manager

Date: October, 9, 2018.

Subject: Comprehensive Plan Amendment to provide Density and Intensity Equivalences, and Chapter 90 Zoning amendment affecting lands and structures owned by the Town

Notices of Public Hearings were issued for the subject amendments on September 14, 2018, and October 1, 2018, for the Comprehensive Plan and Chapter 90 of the Code, respectively. That is the reason for listing them on today's agenda.

During the discussion that occurred at the Special Meeting of September 26th, 2018 it became evident that the proposed amendments could affect the Public Private Partnerships (P-3), process.

The intent of the proposed amendments is to treat all publicly owned lands and structures uniformly and to dedicate them to functions that are usual and customary of municipal government.

In order to separate the general issues being addressed by the proposed Comprehensive Plan amendment and Zoning amendment, and the potential effect on P-3 proposals, it is necessary to first determine the policy position of the Town Commission.

Before the Commission decides on the proposed amendments, it is prudent, at this time to decide whether any P-3 proposal that may be presented to the Town shall be considered in the form of a public referendum.

Should the answer be in the affirmative, then the amendments are not clouded by the potential effect of any P-3 proposals presented to the Town.

I respectfully request a deferral of both items until the Town Commission determines the policy.

Reviewed by

Prepared by