



**Town of Surfside  
Regular Town Commission Meeting**

**AGENDA**

**November 13, 2018**

**7 p.m.**

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

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

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

*Any person who received compensation, remuneration or expenses for conducting lobbying activities is required to register as a lobbyist with the Town Clerk prior to engaging in lobbying activities per Town Code Sec. 2-235. "Lobbyist" specifically includes the principal, as defined in this section, as well as any agent, officer or employee of a principal, regardless of whether such lobbying activities fall within the normal scope of employment of such agent, officer or employee. The term "lobbyist" specifically excludes any person who only appears as a representative of a not-for-profit 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**
- G. Presentation by Senator-Elect Jason Pizzo – Mayor Dietch**
- H. Mango Contest Winners Award Presentation – Mayor Daniel Dietch**
- I. Recognition of Dr. Freddy Chiche**

**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**

- **October 9, 2018 Regular Town Commission Meeting Minutes**

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

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

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

- **August 6, 2018 Tourist Board Meeting Minutes**
- **August 20, 2018 Parks and Recreation Committee Meeting Minutes**
- **September 27, 2018 Planning and Zoning Board Meeting Minutes**
- **October 8, 2018 Tourist Board Meeting Minutes**

- E. Nurse Enhancement Initiative for School Year 2018/2019 – Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AMENDMENT NO. 1 TO THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE TOWN OF SURFSIDE, THE CITY OF MIAMI BEACH, NORTH BAY VILLAGE, TOWN OF BAY HARBOR ISLANDS, BAL HARBOUR VILLAGE, AND THE MIAMI BEACH CHAMBER EDUCATION FOUNDATION, INC. TO FUND AND IMPLEMENT A NURSE ENHANCEMENT INITIATIVE FOR SCHOOL YEAR 2018/2019 FOR RUTH K. BROAD BAY HARBOR K-8 CENTER; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AMENDMENT TO THE MOU; AND PROVIDING FOR AN EFFECTIVE DATE.**

- F. Tri-Community Maccabi Haifa Youth Basketball Clinic Non-Profit Support Ratification – Mayor Daniel Dietch**

- G. Approval of Resolution for an Agreement with USA Software, Inc. for software support and maintenance of the Surfside Police Department Computer Aided Dispatch System, Police Records Management System, Police Report Writing-Mobile Field Reporting, Crime Case Management Tracking/Criminal Intelligence, and Police Property and Evidence Modules - Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT WITH USA SOFTWARE, INC. FOR THE INFORMATION MANAGEMENT SYSTEM SOFTWARE UTILIZED BY THE POLICE DEPARTMENT; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

- H. Miami-Dade County Homeless Trust – Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A \$50,000 CONTRIBUTION TO THE MIAMI-DADE COUNTY HOMELESS TRUST; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR EFFECTIVE DATE.**

- I. Resolution Authorizing Mutual Aid Agreement between the City of Miami Beach Police Department and the Town of Surfside Police Department – Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT BETWEEN THE TOWN OF SURFSIDE, FLORIDA AND CITY OF MIAMI BEACH, FLORIDA FOR POLICE VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

- J. Parks & Recreation Department Replacement Vehicle - Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING AND APPROVING THE PURCHASE OF A 2019 FORD ESCAPE FOR THE PARKS AND RECREATION DEPARTMENT AND EXPENDITURE OF FUNDS NOT TO EXCEED \$21,000.00 FROM THE FISCAL YEAR 2018/2019 BUDGET; FINDING THAT THE PURCHASE IS EXEMPT FROM PROCUREMENT PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

- K. Approval of Resolution for an Agreement with LeadsOnline, LLC.  
LeadsOnline is an investigative computer system software and program that allows for the collection, maintenance, and dissemination of data – Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AN AGENCY AGREEMENT WITH LEADSONLINE, LLC FOR AN ELECTRONIC REPORTING AND CRIMINAL INVESTIGATION DATA SYSTEM FOR LAW ENFORCEMENT; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

- L. Approval of Resolution - Interlocal Agreement and Affidavit for the Miami-Dade County Municipal Parking Fines Reimbursement Program – Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY AND AN AFFIDAVIT FOR THE MUNICIPAL PARKING FINES REIMBURSEMENT PROGRAM; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

- M. Temporary Easement for Beach Renourishment - Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A TEMPORARY EASEMENT AGREEMENT WITH MIAMI-DADE COUNTY FOR BEACH RENOURISHMENT, EROSION CONTROL AND HURRICANE PROTECTION PROJECT; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

- N. Approval of Resolution for an Agreement with the Miami-Dade State Attorney's Office for Reimbursement to the State for the Cost of Prosecution of Criminal Violations of the Town of Surfside Code for Fiscal Year Period 2018/2019 – Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE AGREEMENT BETWEEN THE TOWN OF SURFSIDE, FLORIDA AND THE STATE OF FLORIDA, OFFICE OF THE STATE ATTORNEY FOR THE ELEVENTH JUDICIAL CIRCUIT OF FLORIDA, FOR REIMBURSEMENT TO THE STATE FOR THE COST OF STATE ATTORNEY PROSECUTION OF CRIMINAL VIOLATIONS OF THE TOWN OF SURFSIDE CODE FOR THE FISCAL YEAR PERIOD 2018/2019; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE TOWN MANAGER AND TOWN OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

- O. Presentation of Proclamation to Senator-Elect Jason Pizzo Declaring November 20, 2018 Jason Pizzo Day – Vice Mayor Gielchinsky**

**4. Ordinances**

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

**A. Second Reading Ordinances**

**1. Aggregated Single Family Lots – Guillermo Olmedillo, Town Manager**

**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.**

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

**B. First Reading Ordinances**

**1. Lobbyist Registration Exemption for Representatives of Single Family Property Owners – Guillermo Olmedillo, Town Manager**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING SECTION 2-235 – “LOBBYING” TO PROVIDE EXEMPTION FROM THE LOBBYIST REGISTRATION REQUIREMENTS FOR REPRESENTATIVES OF SINGLE-FAMILY PROPERTY OWNERS IN CERTAIN SITUATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**2. Corner Lot Fences - Guillermo Olmedillo, Town Manager**

**AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA AMENDING SECTION 90-56.5 “MODIFICATION OF SECONDARY FRONTAGE FENCE AND ORNAMENTAL WALL REGULATIONS” OF “CHAPTER 90 ZONING” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES TO ADDRESS FENCE AND SHRUB REQUIREMENTS 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.**

**3. Ordinance Amending Section 34-11, “Prohibition on Distribution, Sale or Use of Plastic Straws,” to Clarify the Definition of Plastic Straw and Provide for Reasonable Accommodations- Guillermo Olmedillo, Town Manager**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING SECTION 34-11, “PROHIBITION ON DISTRIBUTION, SALE OR USE OF PLASTIC STRAWS” OF THE TOWN’S CODE OF ORDINANCES TO CLARIFY THE DEFINITION OF PLASTIC STRAW AND PROVIDE FOR REASONABLE ACCOMMODATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**4. Reasonable Accommodation Procedure – Guillermo Olmedillo, Town Manager**

**AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA CREATING SECTION 90-100 “REASONABLE ACCOMMODATION PROCEDURES” OF “CHAPTER 90 ZONING” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES TO PROVIDE REASONABLE ACCOMMODATION PROCEDURES FOR DISABLED PERSONS UNDER THE FAIR HOUSING ACT AND AMERICANS WITH DISABILITIES ACT; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**5. Resolutions and Proclamations**

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

**A. Agreement for Food and Beverage Concession Services at the Surfside Community Center with Surf-N-Sides – Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA SELECTING AND AWARDED THE PROPOSAL OF HAMSA HAMSA, LLC D/B/A SURF-N-SIDES FOR FOOD AND BEVERAGE CONCESSION SERVICES AT THE SURFSIDE COMMUNITY CENTER; AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT FOR THE SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**B. FY 2017-2018 Budget Amendment Resolution – Guillermo Olmedillo,  
Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE FINAL BUDGET AMENDMENTS FOR THE 2017-2018 FISCAL YEAR BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**C. Resolution to Terminate Evaluation and Rejection of the P3 Proposal –  
Commissioner Michael Karukin**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, TERMINATING FURTHER EVALUATION OF AND REJECTING 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”); PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR 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. 2019 Meeting Calendar** - Sandra Novoa, MMC, Town Clerk



**C. Pittsburgh Letter of Condolence – Vice Mayor Gielchinsky**

**D. Reassessment of Business District Parking Requirements – Mayor Daniel Dietch**

## **10. Adjournment**

Respectfully submitted,



Guillermo Olmedillo  
Town Manager

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

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

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

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

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



# 2018 MANGO CONTEST WINNER

PRESENTED TO

## MEGHAN ROTE

FIRST PLACE



*CONGRATULATIONS, MEGHAN! YOU OFFICIALLY HAVE THE TASTIEST MANGOES IN TOWN.  
SIGNED AND SEALED AT TOWN HALL SURFSIDE, FLORIDA, THIS 13TH DAY OF NOVEMBER 2018*

MAYOR



# 2018 MANGO CONTEST WINNER

PRESENTED TO

**JENNIFER ZAWID**

SECOND PLACE



CONGRATULATIONS JENNIFER! YOU OFFICIALLY HAVE THE TASTIEST MANGOES IN TOWN.  
SIGNED AND SEALED AT TOWN HALL SURFSIDE, FLORIDA, THIS 13TH DAY OF NOVEMBER 2018

MAYOR



# 2018 MANGO CONTEST WINNER

PRESENTED TO

## ANDRES & MARIA REY

SECOND PLACE



CONGRATULATIONS, ANDRES & MARIA! YOU OFFICIALLY HAVE THE TASTIEST MANGOES IN TOWN.  
SIGNED AND SEALED AT TOWN HALL SURFSIDE, FLORIDA, THIS 13TH DAY OF NOVEMBER 2018

MAYOR



# CERTIFICATE OF APPRECIATION

P R E S E N T E D T O

**FREDDY CHICHE**

IN RECOGNITION OF HIS SERVICE AS PRESIDENT OF THE SURFSIDE URBAN  
GARDENERS

SIGNED AND SEALED AT TOWN HALL SURFSIDE, FLORIDA, THIS 13TH DAY OF NOVEMBER 2018

MAYOR



**Town of Surfside  
Regular Town Commission Meeting**

**MINUTES**

**October 9, 2018**

**7 p.m.**

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

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

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

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***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

Mayor Dietch called the meeting to order at 7:51 p.m.

### B. Roll Call of Members

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

### C. Pledge of Allegiance

Chief Yero led the Pledge of Allegiance.

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

Commissioner Paul reminded the public of the November 6, 2018 elections.

Vice Mayor Gielchinsky spoke regarding service and thanked those that serve and the resignation of the United Nations Ambassador.

Commissioner Cohen thanked Mayor Dietch for his hard work and his dedication to the community as well as the Town Manager and his team.

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

Motion made by Commissioner Paul and seconded by Commissioner Karukin to move item 9D after Consent Agenda. Motion passed by consensus.

### F. Community Notes – Mayor Daniel Dietch

Mayor Dietch spoke about the red tide and king tides coming up, the turtle nesting season, Hurricane season and other upcoming events.

Commissioner Cohen spoke regarding the Tourist Board and its great achievements.

## 2. Quasi-Judicial Hearings – No Quasi-Judicial Item

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.*

Motion made by Commissioner Paul and seconded by Commissioner Karukin to approve all consent agenda items as presented below minus the pulled items (3A, 3B, 3E and 3F). Motion carried 5-0.

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

- **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**

This item occurred after item 9C.

Town Clerk Novoa introduced the item.

Vice Mayor Gielchinsky made corrections to page 19 of the minutes.

Commissioner Paul suggested some corrections to pages 21, 28, 29, 31 and 33 of the minutes. She would like for the Town Clerk to include comments made by members of the public.

Town Clerk Novoa stated that minutes are not verbatim and are based on the adopted Robert's Rules of Order. She is not to assume which speakers are in favor or against.

Discussion continued about the Florida Statutes requirements on action minutes.

Town Attorney Arango stated that at times interpretation can be subjective and in public comment you only refer to the individuals who spoke, so the Clerk is not required to list what they spoke about and if they are in favor or not.

Vice Mayor Gielchinsky also stated that some minutes in other cities have even less information than what is written in the Surfside minutes.

Eliana Salzhauer spoke on the item.

Mayor Dietch stated that if anyone from the public wishes a verbatim record of the meeting, they are welcome to pay and bring a court reporter.

Town Manager Olmedillo stated that if any Elected Official feels that something important was left out, they are welcome to contact the Town Clerk before the meeting in order to make corrections. Minutes are meant to reflect actions, not commentaries.

Commissioner Karukin left the meeting at 11:58 p.m.



Motion made by Commissioner Paul and seconded by Vice Mayor Gielchinsky to approve minutes with the stated corrections. Motion carried 3-0 with Commissioner Cohen and Commissioner Karukin absent.

**\*B. Town Manager's Report** – Guillermo Olmedillo, Town Manager

Town Manager Olmedillo introduced the item and provided clarification on the report.

Commissioner Paul had some comments about page 44.

Town Manager Olmedillo explained what the proposal currently is and the adjustments to be made.

Motion to accept the Town Manager's report was made by Commissioner Paul and seconded by Vice Mayor Gielchinsky. Motion carried 3-0 with Commissioner Cohen and Commissioner Karukin absent.

**\*C. Town Attorney's Report** – Weiss Serota, Town Attorney

Approved on Consent

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

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

Approved on Consent

**E. Three-Year Marketing Services Agreement with Jacober & Associates, Inc.**

**D/B/A Jacober Creative** – Guillermo Olmedillo, Town Manager

**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.**

Town Clerk Novoa read the title of the resolution.

Motion made by Commissioner Paul for discussion and seconded by Vice Mayor Gielchinsky.

Commissioner Paul requested to pull item 3E because she had some questions on the item.

Lindsay Fast, Tourism Director clarified the different concerns that Commissioner Paul had.

Mayor Dietch stated that he believes the bus wrap makes it look good.

Mayor Dietch opened the floor for public comments and the following members of the public spoke on the item:

- Eliana Salzhauer
- George Kousoulas
- Marianne Meischeid
- Barbara Cohen
- Jennifer Rotker

Mayor Dietch closed the public comments portion.

Discussion on the item took place amongst the Town Commission.

Motion to approve was made by Commissioner Paul and seconded by Vice Mayor Gielchinsky. Motion carried 3-0 with Commissioner Cohen and Commissioner Karukin absent.

**F. Public Information Representative – Guillermo Olmedillo, Town Manager**

**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.**

Town Clerk Novoa read the title of the resolution.

Commissioner Paul requested to pull item 3F because she felt the contract is vague and questioned why there was no RFP for these services.

Town Attorney clarified this item.

Town Manager Olmedillo stated that the roles are different between this contract and the Jacober contract and the Town does not have the staff with the qualifications for this work.

Commissioner Paul commented on her concerns with this contract.

Mayor Dietch opened the floor for public comments and the following members of the public spoke on the item:

- Eliana Salzhauer

Mayor Dietch closed the public comments portion.

Rachel Pinzur, of Pinzur Communications, Inc. spoke on the item and the lapsed contract, social media and the scope of services this contract includes.

Vice Mayor Gielchinsky asked if the bullet points can be expanded to add the following language to the agreement:

“Draft social media policy for the Town of Surfside and, subject to direction of the Elected Officials, coordinate social media workshop for Elected Officials and Town Administration and implement the social media directives of the Elected Officials and Town Administration.”

Motion to approve with said amendment was made by Vice Mayor Gielchinsky and seconded by Mayor Dietch. Motion carried 2-1 with Commissioner Paul voting in opposition. Commissioner Cohen and Commissioner Karukin were absent.

#### **4. Ordinances**

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

##### **A. Second Reading Ordinances**

##### **1. Grandfathering Building Lengths – 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.**

Town Clerk Novoa read the title of the ordinance.

Vice Mayor Gielchinsky stated that as the Liaison to the Planning and Zoning Board he gave the Planning & Zoning Board’s recommendation and recused himself from this item.

Mayor Dietch opened the floor for public comments and the following members of the public spoke on the item:

- Joel Simmonds
- Jennifer Rotker
- George Kousoulas

Mayor Dietch closed the public comments portion.

Commissioner Paul responded to Mr. Simmonds' request and explained what the Planning & Zoning Board meeting recommended.

Mayor Dietch asked what would happen if that building would be destroyed and how it would affect them.

Town Manager Olmedillo explained they would be out of compliance and nonconforming.

Discussion on the item took place amongst the Town Commission.

Mayor Dietch commented that they live in a revolving time and the likelihood of a total loss is not likely and ordinances and requirements change and gave his support on this item.

Motion to deny the ordinance and accept what the Planning & Zoning Board recommended was made by Commissioner Paul and seconded by Commissioner Karukin. Motion carried 3-1 with Commissioner Cohen voting against and Vice Mayor Gielchinsky abstaining.

**B. First Reading Ordinances**

None.

**5. Resolutions and Proclamations**

**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**

**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.**

Town Clerk Novoa read the title of the resolution.

Commissioner Cohen left the meeting at 10:38 p.m.

Town Manager Olmedillo introduced the item and explained that the contract is a piggy backing contract with Sunny Isles.

Commissioner Paul asked questions related to the contract.

Town Manager Olmedillo explained the difference.

Commissioner Paul addressed questions to Luke's Landscaping regarding environmentally friendly pesticides and fertilizers, the use of leaf blowers, the types of plants they are using and if they have licensed arborists.

A representative from Luke's Landscaping addressed Commissioner Paul's questions regarding pesticides and fertilizers and the use of leaf blowers. He also answered the questions about the different types of plants and that they are licensed arborists.

Discussion on this item continued amongst staff, the dais and the vendor.

Mayor Dietch confirmed through the Public Works Director that they are a vendor for the debris removal during a storm.

Mayor Dietch opened the floor for public comments and seeing none he closed the floor to public comments

Motion to approve this Resolution was made by Vice Mayor Gielchinsky and seconded by Commissioner Paul. Motion carried with a 4-0 vote with Commissioner Cohen absent.

**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**

**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.**

Town Clerk Novoa read the title of the resolution.

Town Manager Olmedillo introduced and explained the item.

Discussion ensued on the item with the Commission wanting a conflict of interest clause.

Town Attorney Arango explained how that would not be the same case with this contract because they do service other municipalities.

Discussion ensued regarding this item and recycling.

Town Attorney Arango asked for clarification of which facility they will be going to and the change will be made to the agreement that it will be taken only to the Pembroke Pines facility.

Motion to approve the Resolution with the change in the agreement to add Pembroke Pines was made by Commissioner Karukin and seconded by Commissioner Paul. Motion carried 4-0 with Commissioner Cohen absent.

Motion to extend the meeting 2 hours was made by Commissioner Karukin and seconded by Commissioner Paul. Motion carried 4-0 with Commissioner Cohen absent.

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

**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.**

Town Clerk Novoa read the title of the resolution.

Town Manager Olmedillo introduced and explained the item which is extending the contract.

Discussion on item ensued with a recommendation to approve subject to amendments from Town Attorney adding standard municipal language to the agreement.

Town Attorney Arango stated that the contract is missing some of the standard municipal language that needs to be added.

Motion to approve subject to amendments from the Town Attorney adding standard municipal language was made by Commissioner Karukin and seconded by Vice Mayor Gielchinsky. Motion carried 4-0 with Commissioner 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.*

The following persons spoke on items not on the meeting agenda:

- Joshua Epstein
- Brian Bey
- Karla Maguire
- Elise Harris

- Patricia Fernandes
- George Kousoules
- Eva Kaman
- Anthony Blate
- Ricardo De Armas
- Eliana Salzhauer
- Peter Neville
- Bruce Faulkner
- Pamela O'Hagan
- Judy Martinez
- Jennifer Rotker
- David Epstein
- Victoria Saife
- Clara Diaz Leal

The Town Commission responded to some of the topics brought up by the residents.

**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

Town Clerk Novoa stated this item will be deferred to the next meeting since Commissioner Cohen left the meeting early.

**B. Construction Fencing –** Guillermo Olmedillo, Town Manager

Town Manager Olmedillo introduced the item and explained that some construction sites in the single-family district have flimsy and ragged fences and neighbors are complaining. Town Manager Olmedillo would like to see stronger sturdier fencing around the construction sites.

Sarah Sinatra Gould, Town Planner gave an explanation regarding the construction fencing.

Commissioner Paul agrees with the Planning & Zoning Board and believes that there should be a time constraint of how long the fence should be allowed to be up temporarily and Code Compliance should also be involved.

Mayor Dietch agreed that a more durable fence is needed and there should be a higher standard than what we have now and limit it to the front.

Discussion continued on the item with a recommendation requesting stronger fences on construction sites.

Mayor Dietch stated that he is not interested in moving forward with this at this time.

This item is on impasse. Mayor Dietch asked to maybe bring this back in the future and asked the Police Chief to take the Elected Officials on a bike ride to look at those sites.

**C. Downtown Vision Advisory Committee (DVAC) Discussion Item - Guillermo Olmedillo, Town Manager**

Town Manager Olmedillo introduced the item.

Discussion ensued to possibly reconstitute the Committee under the Town Manager with an adopted charter for a better relationship with property owners and business owners and to attract more businesses to Surfside.

Vice Mayor Gielchinsky stated that the Planning & Zoning Board had asked about DVAC.

Mayor Dietch believes it should be their Board, and recalling what happened last time with DVAC, felt that there was a significant amount of overlap with the Tourist Board and it should be addressed at this time and maybe make it part of the Tourist Board.

Discussion continued on this item among the dais.

The following members of the public spoke on this item:

- George Kousoulas
- Eliana Salzhauer

Lindsay Fast, Tourist Board Director explained that this has already gone before the Tourist Board. She was asked how the structure should be and she stated that there is no overlap or duplication of efforts and whatever the Town Manager would recommend.

Mayor Dietch made a motion to direct the Town Manager to reconstitute this Committee to be a Committee of the Town Manager. The motion was seconded by Vice Mayor Gielchinsky. Motion carried 4-0 with Commissioner Cohen absent.

**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**

Town Manager Olmedillo introduced the item and requested a deferral.



Commissioner Paul stated that she does not support the deferral as she just does not want to do the project.

Extensive discussion on this item by the Commission and the residents took place.

Mayor Dietch opened the floor to public comments. And the following residents/individuals spoke on the item:

- Joshua Epstein
- Johanna Ostrander
- Patricia Fernandes
- George Kousoulas
- Walter Javier
- Former Vice Mayor Alan Rubin
- Eva Kaman
- Anthony Blate
- Eliana Salzhauer
- Pamela O'Hagan
- Diana Gonzalez
- Retta Logan
- Jennifer Rotker
- Robert McNutt
- David Epstein
- Judy Martinez
- Jalil Thurber

Mayor Dietch closed the floor to public comments.

Mayor Dietch explained it was zoning code problem regarding the parking issue and the need to validate the requirements on the parking study that was done in 2013 and see if they are still valid.

Vice Mayor Gielchinsky explained to the public what item 9D is about and wanted to set the record straight so the public understands the item at hand.

Commissioner Paul read the language of the memo handed out by the Town Manager and feels that her interpretation of the memo is not to make changes to the zoning.

Mayor Dietch stated that the intent of the proposed amendment is to treat all uniformly and fix the present problems with the zoning and the elements of the zoning change and the equivalency table issue.

Commissioner Paul asked a question about a referendum.

Town Attorney Arango stated that if the Commission desires to send it to a referendum, it would be sent to the voters for approval and a special election will be

called and the Town will be bound by the results of that election and decision on the referendum.

Discussion among the dais continued on this item.

Motion to adopt the Town Manager's recommendation to defer indefinitely made by Vice Mayor Gielchinsky and seconded by Commissioner Cohen. Motion carried 4-1 with Commissioner Paul voting in opposition.

## 10. Adjournment

There being no further business, Vice Mayor Gielchinsky made a motion to adjourn. The motion received a second from Commissioner Paul. The meeting adjourned at 12:33 a.m.

Respectfully submitted,

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2018

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

Attest:

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



## TOWN MANAGER'S REPORT

### NOVEMBER 13, 2018

#### COMMUNITY PROGRAMS / INITIATIVES / ENHANCEMENTS

- I. **SEE CLICK FIX REPORT** – See Attachment “A”
- II. **SOCIAL MEDIA REPORT** – See Attachment “B”
- III. **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.

*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. The applicant resubmitted the plans on October 23, 2018 and a final DRG meeting has been scheduled for November 1, 2018. Once all DRG technical comments are met, a PZ meeting will be scheduled.

#### **IV. TOWN DEPARTMENTS**

##### ***Code Compliance Division***

**A. Code Violation Cases:** As of October 29, 2018, the total number of active, open cases being managed is 187; of these cases, 88 cases are still under investigation and are working towards compliance; 4 cases are on-hold; 14 are in the Special Master hearing queue; 6 cases are in post-Special Magistrate action status; 3 cases have pending liens, and 62 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 18/19: Through October 26, 2018, 6 cases have paid/settled for a total collection of \$1,074
- FY 17/18: 92 cases have paid/settled for a total collection of \$29,576
- FY 16/17: 117 cases have paid/settled 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 September 30, 2018 – See Attachment "C"

##### ***Police Department***

###### ***A. October 2018 Significant Incidents/Arrests:***

- Auto Theft – October 1, 2018 at 2330 hours – October 2, 2018 at 0126 hours: 9000 block of Byron Avenue. An unknown person(s) stole a vehicle parked on the roadway in front of a house that was under construction. The vehicle was entered as stolen into a national database.
- Loitering and Prowling/Threaten Law Enforcement Officer Arrest – October 19, 2018 at 1118 hours: 9200 Collins Avenue-Residence Inn by Marriot. A male took a bicycle lock from a hotel bicycle but returned it once confronted by hotel management who notified police. The male was not a hotel guest and ignored repeated requests to leave. He was arrested and



while being transported to the detention facility, threatened to cause harm to the transporting officer and his family.

- o Battery on Police Officer/Disorderly Conduct/Trespass after Warning/Resisting Officer without Violence Arrest – October 20, 2018 at 0045 hours: 9516 Harding Avenue-Flanigan’s. Officers made contact with a female who was given a trespass warning earlier in the evening and returned. When contacted, the female began yelling and cursing at the officers. While being handcuffed, she resisted officers and kicked an officer on the leg.

**B. Traffic Mitigation Program Status Report**

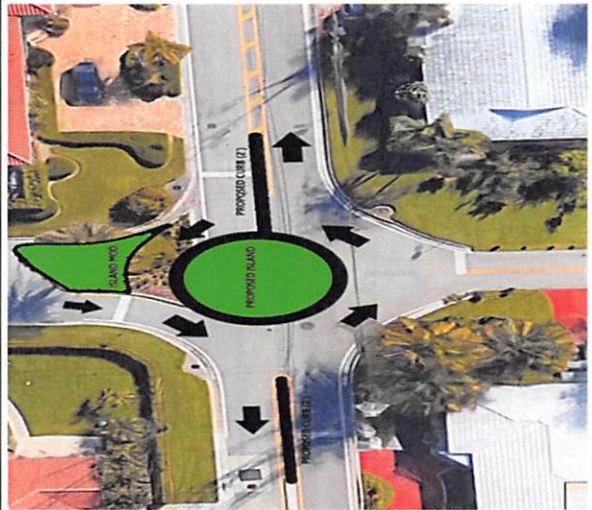
Public safety is the number one priority for the Town of Surfside. Along with public safety, quality of life is a focus of the Town. One element that impacts both public safety and quality of life is traffic. Traffic has increased significantly in recent years on Collins Avenue and Harding Avenue regionally 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 <sup>th</sup> Street & Harding Avenue (westbound), left Turn lane added.  300 block of 95 <sup>th</sup> 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 95 <sup>th</sup> Street, between Abbott Avenue and Harding Avenue, has been altered. The new lane

				<p>pavement markers delineate the new vehicular traffic flow for eastbound traffic on 95th Street approaching Harding Avenue. The pavement markings allow vehicles to travel in two lanes east of the alleyway with one lane designated for travel eastbound only on 95th Street across Harding Avenue, and the other lane designated as a right turn only lane for vehicles turning southbound onto Harding Avenue. The loading zone at this location has been eliminated to allow for a right turn only lane. Please refer to the traffic diagram below.</p> 
<p>2</p>		<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"> <li>• 89<sup>th</sup> Street &amp; Byron Avenue (east-west)</li> <li>• 90<sup>th</sup> Street &amp; Abbott Avenue (east-west)</li> <li>• 90<sup>th</sup> Street &amp; Carlyle Avenue (east-west)</li> <li>• 92<sup>nd</sup> Street &amp; Abbott Avenue (east-west)</li> <li>• 92<sup>nd</sup> Street &amp; Carlyle Avenue (east-west)</li> </ul> <p>In September 2018, Public Works relocated the stop sign and stop bar at Carlyle Avenue and 90<sup>th</sup> Street (for Northbound traffic on Carlyle Avenue) 15 feet north to allow for an enhanced traffic sight cone at the intersection.</p> 

3		New Stop Bar Reflectors	Re-Opened 09-2018	<p><b>New Stop Bar Reflectors Installed</b></p> <p>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.</p> <p>Public Works ordered 24 new reflectors that will be installed at the following locations:</p> <ul style="list-style-type: none"> <li>• 90<sup>th</sup> Street and Froude (all directions)</li> <li>• 90<sup>th</sup> Street and Byron (all directions)</li> <li>• 90<sup>th</sup> Street and Abbott Avenue (East and West directions)</li> <li>• Yellow reflectors will be installed prior to the speed bumps in the 9500 block of Byron Avenue to alert drivers.</li> </ul> <p><b><u>The reflectors are scheduled to be installed during November 2018.</u></b></p>
4		New Speed Bumps	Closed	<p>New speed bumps have been installed at the following locations:</p> <ul style="list-style-type: none"> <li>• 8900 block of Abbott Avenue</li> <li>• 9100 block of Abbott Avenue</li> <li>• 9300 block of Abbott Avenue</li> <li>• 9500 block of Byron Avenue (second speed bump)</li> </ul>
5		<p>Revisit Street Closure</p> <ul style="list-style-type: none"> <li>○ 94<sup>th</sup> Street / Abbott Avenue</li> <li>○</li> </ul>	Closed	Town Commission approved a motion against revisiting this item.
6		<p>New Street Closure</p> <ul style="list-style-type: none"> <li>○ Byron Avenue (northbound) at 88<sup>th</sup> Street</li> </ul>	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 88<sup>th</sup> Street and Byron Avenue.</p> <p>The above meeting resulted in a plan to add curbing to the 88<sup>th</sup> 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>

The following traffic modification Project has been developed to improve the traffic flow at 88<sup>th</sup> Street and Abbott Avenue.



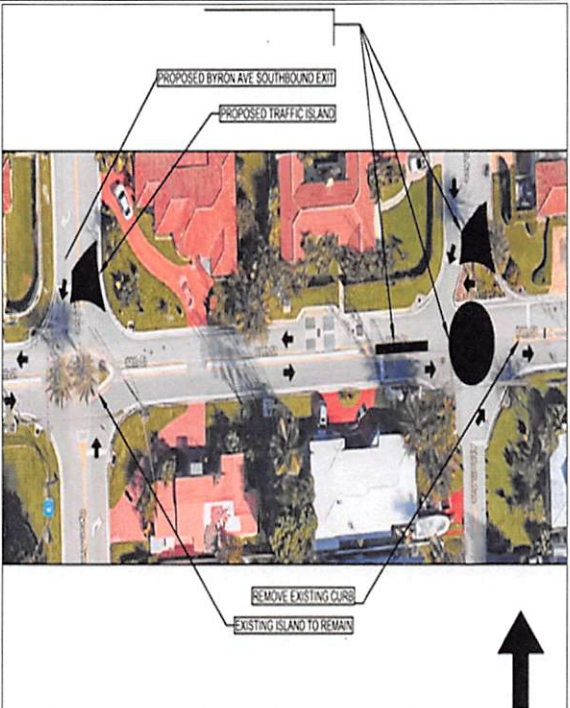
Public Works completed the installation of the pictured vehicular traffic pattern at 88<sup>th</sup> Street & Abbott Avenue. On March 12, 2018, a 60-day testing period will begin before final approval.

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.

This item will be brought before the Town Commission at the May Commission Meeting for final approval.

At the Special Town Commission Meeting held May 22, 2018, the Town Commission approved the below traffic pattern design (Option A) for 88<sup>th</sup> Street and Abbott Avenue. A traffic circle at Abbott Avenue on 88<sup>th</sup> Street will allow traffic to flow east, west and south. Traffic islands on Abbott Avenue and Byron Avenue at 88<sup>th</sup> Street will prevent vehicles from traveling north on those avenues from 88<sup>th</sup> Street.




				 <p>Public Works has begun work on the new traffic mitigation design on 88<sup>th</sup> Street &amp; Abbott Avenue. The project is estimated to be completed by mid-July.</p> <p>Project completed.</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.</p> <p>The east Stop Bar at 93 Street &amp; 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 88<sup>th</sup>, 93<sup>rd</sup> and 94<sup>th</sup> 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 88<sup>th</sup>, 93<sup>rd</sup>, 94<sup>th</sup> and 95<sup>th</sup> 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 12<sup>th</sup>, 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>On 8-8-2018, the awarded contractor, Under Power Corporation, submitted the following permit applications to Miami Dade County:</p> <p>Permit No. 2018006371 – Harding Av &amp; 88 St          Permit No. 2018006374- Harding Ave &amp; 93 St          Permit No. 2018006373 – Harding Ave &amp; 94 St</p> <p>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.</p> <p>On 8-22-2018, Under Power Corporation picked up 18 revised signed and sealed sets from CGA.</p> <p>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.</p> <p>For Harding Avenue and 95<sup>th</sup> 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 88<sup>th</sup> Street, 93<sup>rd</sup> Street, and 94<sup>th</sup> Street. Revised plans for Harding Avenue and 95<sup>th</sup> Street will be submitted to Miami-Dade County on 8-27-2018.</p> <p>Under Power Corp., project manager Guillermo Vado, left the company on 09-14-18, and the</p>
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				<p>new project manager is Eddie Macias e.macias@underpowercorp.com.</p> <p>GCA contacted FDOT Operations concerning the Construction Agreement renewal and loop material revision, and were referred to the FDOT Permits Department. GCA have a call/message into them, and will advise as to any potential delay once we have more information.</p>
8		Install a centerline curb on 95 <sup>th</sup> Street between Abbott and Byron Avenues	Closed	Public Works installed delineators to deter trucks from traveling west on 95 <sup>th</sup> 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		<p>Create Vehicular Circulation Plans for New Construction Projects</p> <ul style="list-style-type: none"> <li>o Minimize lane closures</li> </ul>	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		<p>Install traffic light at 96<sup>th</sup> Street &amp; Abbott Avenue</p> <p>Eliminate left hand turn at 96<sup>th</sup> Street &amp; Byron Avenue</p>	Closed	<p>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<sup>th</sup> 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.</p> <p>FDOT will not eliminate the left turn at 96 Street &amp; Byron Avenue.</p>
13		Install a crosswalk at 90 <sup>th</sup> 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

				<p>vehicles from traveling westbound across the intersection.</p> <p>The 200 block of 90<sup>th</sup> Street has been converted to one-way traffic eastbound only. This new traffic pattern has eliminated the hazard of vehicles traveling west across Harding Avenue at 90<sup>th</sup> Street where a curve hindered line of sight for drivers.</p> <p><b><u>No Turn on Red signage has been installed at 90<sup>th</sup> Street &amp; Collins Avenue for vehicles traveling eastbound in the 200 block of 90<sup>th</sup> Street.</u></b></p>
14		<p>Send demand letters to mapping companies</p> <p>Waze – Free Community-based GPS, Maps &amp; 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><b><u>On-Street Parking Reconfiguration - 200 block of 90<sup>th</sup> Street</u></b></p>	<u>Open</u>	<p><b><u>On Monday 10-08-18, Public Works advised that the 200 block of 90<sup>th</sup> Street On-Street Parking Reconfiguration would begin in October 2018, with Police/Parking Officers blocking off the street to complete the stripping. Stripping Reconfiguration diagram below.</u></b></p> 
16		<p><b><u>Collins Ave and Harding Ave. Request for additional speed limit signs &amp; pavement markings within Town of Surfside. FDOT CTP 2018-03-0031</u></b></p>	<u>Open</u>	<p><b><u>Per Arturo Patulot, Traffic Operations D6, Florida Dept of Transportation (FDOT) 305-470-5303, arthuro.patulot@dot.state.fl.us:</u></b></p> <p><b><u>FDOT Traffic Operations office conducted a field review along the subject roadway segment from 88<sup>th</sup> to 96<sup>th</sup> streets both NB and SB directions and has decided to install five (5) additional posted speed limit signs 30 MPH and three (3) sets of pavement markings 30 MPH for better exposure and driver’s compliance at the following locations:</u></b></p>

				<p><b><u>Collins Avenue facing Northbound traffic</u></b>  <b><u>Two (2) additional 30 MPH speed limit signs (Right &amp; Left of roadway) and 30 MPH pavement markings north of 90<sup>th</sup> Street</u></b>  <b><u>One (1) additional 30 MPH speed limit sign (Right of roadway) north of 92<sup>nd</sup> Street</u></b>  <b><u>Two (2) additional 30 MPH speed limit signs (Right &amp; Left of roadway) north of 94<sup>th</sup> Street</u></b></p> <p><b><u>Harding Avenue facing Southbound traffic</u></b>  <b><u>30 MPH pavement markings for the three lanes across from existing speed limit sign south of 96<sup>th</sup> Street</u></b>  <b><u>30 MPH pavement markings for the three lanes across from existing speed limit signs south of 92<sup>nd</sup> Street</u></b></p> <p><b><u>The proposed improvements will be completed by FDOT maintenance when workload and schedule permit. No anticipated completion dates were provided.</u></b></p>
<p>17</p>	<p><b>Intermediate Term (7 – 18 months)</b></p>	<p>Create One-Way Streets</p> <ul style="list-style-type: none"> <li>o 88<sup>th</sup>, 89<sup>th</sup>, 90<sup>th</sup> and 91<sup>st</sup> Street between Collins &amp; Harding Avenues</li> </ul>	<p>Closed</p>	<p>A Town meeting was held July 18<sup>th</sup>, 2017, to present a new traffic pattern plan making 89<sup>th</sup> Street one-way only for westbound vehicular traffic from Collins Avenue to Hawthorne Avenue and 90<sup>th</sup> 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 89<sup>th</sup> and 90<sup>th</sup> 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 89<sup>th</sup> Street traffic moving from east to west and 90<sup>th</sup> 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</p>


				<p>residents and all who travel the area on the details and goals of the project.</p> <p>At the February 13<sup>th</sup>, 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 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 28<sup>th</sup>, 2018. Notifications for the March 28<sup>th</sup> One-Way Streets Town Hall Meeting have been distributed via the following channels:</p> <ul style="list-style-type: none"> <li>• Publicly Noticed Meetings and Agenda Packets (Town Commission &amp; Planning &amp; Zoning)</li> <li>• Letter mailed to residences on 89<sup>th</sup> and 90<sup>th</sup> streets for first meeting held in July (similar to planning &amp; zoning notices)</li> <li>• Door hangers to residences on 89<sup>th</sup> and 90<sup>th</sup> streets</li> <li>• Posted notice at Publix and Starbucks</li> <li>• Multiple e-blasts</li> <li>• Website notices on the calendar and town news</li> <li>• Included in multiple gazette newsletters</li> <li>• Channel 93</li> <li>• Nextdoor postings on the Town's page</li> <li>• Delivery of meeting notices to residencies on 89<sup>th</sup> and 90<sup>th</sup> streets for second meeting held in March</li> <li>• Surveys on Nextdoor and SurveyMonkey</li> </ul> <p>Town collected resident feedback through a number of these channels including emails and phone calls.</p> <p>At the April 10<sup>th</sup>, 2018 Town Commission Meeting, the Town Commission approved a motion to terminate the One-Way Street Project tested on 89<sup>th</sup> Street and 90<sup>th</sup> Street.</p> <p>On April 16<sup>th</sup>, 2018, Public Works returned the traffic pattern on 89<sup>th</sup> Street and 90<sup>th</sup> Street to two-way traffic west of Harding Avenue.</p>
18		Design 91 <sup>st</sup> Street Improvements	Open	Awaiting the study of walkability by FIU.


		<ul style="list-style-type: none"> <li>○ Sidewalk, landscaping and buried utilities</li> </ul>		
19		Road closure of 95 <sup>th</sup> Street and Abbott Avenue	Closed	<p>On November 7, 2017, CGA submitted for review and approval Work Authorization No. 108 for Traffic Feasibility Study for Abbott Avenue and 95th Street. The project includes Traffic Analysis and Modeling of the road closure at 95th Street and Abbott Avenue. Total cost will not exceed \$20,149.58.</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> <p>This item has been deferred due to the impact of closing the 95th Street would generate.</p>
20	<b>Long Term (19+ months)</b>	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"> <li>• 100 block of 88<sup>th</sup> Street (4 spaces) effective 06-01-2017</li> <li>• 100 block of 90<sup>th</sup> Street (4 spaces) effective upon completion of on-going construction project</li> <li>• 100 block of 92<sup>nd</sup> Street (4 spaces) effective 06-01-2017</li> <li>• 100 block of 96<sup>th</sup> Street (6 spaces) six single pay parking spaces were removed and the area was designated a Tow-Away Zone.</li> </ul> <p>The additional loading zones are located at the following locations:</p> <ul style="list-style-type: none"> <li>• 100 block of 89<sup>th</sup> Street - effective 06-01-2017</li> <li>• 100 block of 94<sup>th</sup> Street - effective 06-01-2017</li> </ul>



<p>2</p>	<p>Taxi Cab Stands added and changed</p>	<p>Closed</p>	<ul style="list-style-type: none"> <li>• The Taxi Cab Stand at 94<sup>th</sup> Street &amp; Collins Avenue was reduced from (4) vehicles to (2) vehicles.</li> <li>• 94<sup>th</sup> Street &amp; Harding Avenue (across from Publix) will have a (2) vehicle Taxi Cab Stand. *One metered parking space has been added.</li> <li>• In the 200 block of 92<sup>nd</sup> Street (North side in front of the Marriott) one metered parking space was removed and replaced with a (1) vehicle Taxi Cab Stand.</li> <li>• A (2) vehicle Taxi Cab Stand has been added to the south side of the 200 block of Collins Avenue.</li> </ul> <p>On 11-15-17, Chief Allen met with the management of the Azure Condominium regarding the taxi stand at 94<sup>th</sup> 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>
<p>3</p>	<p>2018 Parking Permits for the 9400 and 9500 blocks of Byron Avenue</p>	<p>Closed</p>	<p>The 2018 Byron Avenue Parking Permits are only for residents and their guests on the 9400 &amp; 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>

<p>4</p>	<p>Ride Share Pick-up &amp; Drop Off</p>	<p>In progress</p>	<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 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 &amp; 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 95<sup>th</sup> 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</p>
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			<p>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> <p>Effective 08-13-2018, the Ride Share Pick-Up and Drop-Off location in the 300 block of 95<sup>th</sup> Street was completed:</p> <ul style="list-style-type: none"> <li>• All signs installed (2 signs)</li> <li>• Curb line was painted yellow</li> <li>• Vehicle space lines were painted yellow</li> <li>• UBER Ride Share Company has agreed to add the location to their application</li> </ul> <p><b><u>The Ride Share Trial Program commenced and will be in place until 11-11-2018.</u></b></p>  <p><b><u>Upon the conclusion of the trial and a thorough review, Town staff will present its findings.</u></b></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"> <li>• New Parking rate decals were ordered for the Parking Pay Stations with an anticipated delivery date of mid-August 2018.</li> <li>• Temporary Parking Fee Decals with the new rate were placed on the affected Parking Pay Stations.</li> </ul>

			<ul style="list-style-type: none"> <li>• 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.</li> <li>• Notifications of the parking rate change were hand-delivered to Surfside businesses on 07-24-2018.</li> <li>• Email notification of the parking rate change was sent out on 07-25-2018.</li> <li>• Notification of the parking rate change was posted on the Town website on 07-25-2018.</li> <li>• On 07-25-2018, the Town website “Parking” section was reviewed and the areas requiring the new rate change were updated by CGA (Adrian).</li> </ul> <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 17<sup>th</sup> Citizens Police Academy class began on September 6<sup>th</sup>, 2018 and will conclude on November 15<sup>th</sup>, 2018 with a graduation ceremony. The topics covered in November will include Homicide, Firearms Simulator and graduation.
- The Surfside Police Department will host the Southeast Florida Crime Prevention Association monthly meeting on November 28<sup>th</sup> at 10:30 a.m. in the Commission Chambers. A guest speaker from the State Attorney’s Office will discuss Human Trafficking. Officer Lorente will attend.
- The monthly Bike with the Chief is November 28<sup>th</sup> at Town Hall at 5:00 p.m.
- Coffee with the Cops is November 29<sup>th</sup> at Starbucks at 10:00 a.m.

Respectfully submitted by:




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Guillermo Olmedillo, Town Manager



# Town of Surfside, FL

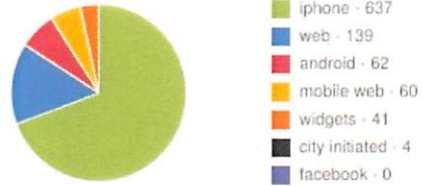
Between Jan 01, 2010 and Oct 29, 2018

943 requests were opened

929 requests were closed

The average time to close was 27.1 days.

Requests by Source



REQUEST CATEGORY	OPENED	CLOSED	DAYS TO CLOSE
Other	217	213	23.2
Beach Issue	155	150	23.3
Code Compliance (Violation)	121	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)	41	41	164.7
Utilities (Water/Sewer) (PW)	31	30	11.3
Construction Issues	32	32	11.1
Drainage/Flooding (PW)	22	21	20.5
Solid Waste (Residential) (PW)	20	20	27.3
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

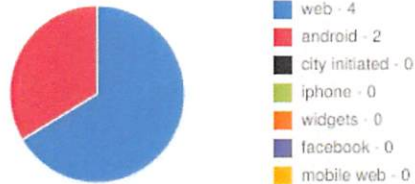
Between Oct 01, 2018 and Oct 29, 2018

6 requests were opened

5 requests were closed

The average time to close was 3.5 days.

Requests by Source



REQUEST CATEGORY	OPENED	CLOSED	DAYS TO CLOSE
Solid Waste (Residential) (PW)	2	2	0.8
Code Compliance (Violation)	2	0	0.0
Drainage/Flooding (PW)	1	1	0.6
Street lights (PW)	1	1	1.6
Beach Issue	0	1	14.1
96 Street Park (P & R)	0	0	0.0
Barking Dog	0	0	0.0
Beach Patrol	0	0	0.0
Code Compliance (Safety Concern)	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
Other	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
Surfside Dog Park (P & R)	0	0	0.0
Utilities (Water/Sewer) (PW)	0	0	0.0
Veterans Park (P & R)	0	0	0.0



**TOWN OF SURFSIDE**  
MUNICIPAL BUILDING  
9293 HARDING AVENUE  
SURFSIDE, FLORIDA, 33154-3009  
Telephone (305) 861-4863

**TO: Town Commission**

**FROM: Guillermo Olmedillo, Town Manager**

**DATE: October 26, 2018**

**SUBJECT: October Social Media Report**

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During the month of October, the Town's Public Information Representative (PIR) highlighted Florida City Government Week and incorporated posts in the strategy which promoted local happenings celebrating the week-long event, such as the behind-the-scenes Town Hall Tour. In addition, a series of Surfside Fun Facts were published in honor of #FLCityWeek.

The Town's PIR also posted about Halloween festivities taking place during the month, other community events, and important notifications like updates on Red Tide in the area and the return of King Tide. For the latter, the PIR provided safety tips for dealing with floodwater.

In an effort to further enhance resident communication, the Town's PIR drafted a comprehensive social media policy for review by the Town Commission. Once approved, the PIR will launch new social media platforms and invite residents to follow and engage with the Town of Surfside.

Nextdoor provides monthly metrics on the 5<sup>th</sup> of each month for the previous month to track resident engagement. A summary for October is currently unavailable. However in September, Nextdoor reported a total of 841 verified Surfside residents in the Nextdoor community. The Town's Public Information Representative posted 15 messages over the course of the month, resulting in 2,241 views and 1,165 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](http://www.townofsurfsidefl.gov)) and/or by contacting the Town directly.

**NEXTDOOR POSTS**

**10/25: #FLCityWeek Fun Fact**



Sea turtle nesting season officially takes place from May 1st to October 31st in Surfside.

Did you know that in order to protect Florida's beloved Loggerhead Sea Turtles and reduce plastic pollution in the ocean, the Town of Surfside banned the use of plastic straws earlier this year? Too often, these plastic straws find their way to the Town's beautiful beach. Thousands of marine life including sea turtles are killed each year after ingesting plastic or getting entangled in it. Skip the straw, save a turtle!

**10/24: AARP offers Driver's Safety Classes**

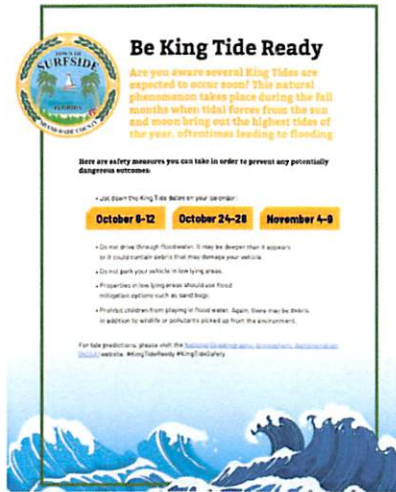
A flyer for an AARP Driver Safety Class. The flyer is titled "AARP Driver Safety Class" and is scheduled for Thursday, October 25, 2018, from 10:00am to 5:00pm at the Surfside Community Center, 9301 Collins Avenue. The flyer includes a yellow starburst graphic that says "Don't Forget Driving License &amp; AARP Card". Below the date and time, it states: "Drivers 55 years &amp; older are welcome to participate in this informative class. Participants who successfully complete the course will be provided with a certificate for their auto insurance agency. You must attend the full 6 hour course in order to earn certification." The fee is listed as \$15 for AARP Members and \$20 for Non-Members, with the fee due at the time of class. A note says "Make checks payable to AARP". There is a small icon of a car. At the bottom, it says "For more information please call (305) 866-3635 www.townofsurfsidefl.gov".

Join us this Thursday, October 25th for the AARP Driver's Safety Class. The course offers tips for drivers (55 and older) on how to avoid accidents on the road and always put safety first.



Classes run from 10 a.m. to 5 p.m. at the Surfside Community Center. For more information, please refer to the attached flyer.

**10/24: King Tide Returns Oct. 24 - 28 and Nov. 4 - 9**



A reminder to all Surfside residents, we are expecting the return of King Tide this week from October 24th to October 28th and next month from November 4th to November 9th.

As you know, king tides are the highest tides of the year and may result in street flooding. Please make sure to jot down the above dates on your calendar and refer to the attached flyer for tips on staying safe and dry..

**10/23: #FLCityWeek Fun Fact**



Curious to know how many permits were issued by the Surfside Building Department in FY 2018?

That would be a total of 1,455 permits for residential and commercial construction. The Building Department also performed over 3,000 inspections in FY 2018 (October 1, 2017 to September 30,

2018.)

We'll be bringing you more #SurfsideFunFacts throughout the week in celebration of Florida City Government Week! Stay tuned!

**10/22: Florida City Government Week Starts Today! Here is a fun fact:**



As a reminder, the Town of Surfside will host two community events this week in order to provide residents with a behind-the-scenes look at how Town Hall works. Refer to the attached flyer for details. #FLCityWeek

In celebration of Florida City Government Week, we'll be posting some Surfside Fun Facts throughout the week on Nextdoor. Here's today's fact straight from the Public Works Department:

#DidYouKnow: Keeping our town clean and beautiful is always top-of-mind. Surfside collects an average of 6,000 tons of garbage on an annual basis. We're proud that our residents are committed to disposing of waste where it belongs -- in the trash bins.

**10/20: Save the dates for this year's Halloween Spooktacular & Block Party**



Dust the cobwebs off your calendar and pencil in two family-friendly Halloween celebrations.

Free of charge and open to Surfside residents only, the 2018 Halloween Spooktacular will take place on Friday, October 26th from 6 to 9 p.m. at the 96th Street Park. Enjoy rides, music, candy, games and... a Haunted Maze! The maze opens at 7 p.m.

Then, on Halloween Day - Wednesday, October 31st – we are calling all ghosts, goblins and zombies to join us for a Halloween Block Party. Members of the Police Department will be handing out glow sticks and, of course, candy at 92nd Street & Byron Ave from 6 p.m. to 8 p.m.

### **10/19 Health Officials Issue Rabies Alert in North Miami Beach**

The Florida Department of Health in Miami-Dade County received confirmation of a second cat that tested positive for rabies in the city of North Miami Beach. This unvaccinated stray cat had to be euthanized after a good Samaritan identified it as injured or ill-appearing.

Given the proximity of neighboring North Miami Beach to Surfside, we are asking residents to please be on the lookout for any wild animals exhibiting unusual behavior and to be cautious if you own pets. Animals with rabies could infect other wild or domestic animals that have not been vaccinated against rabies. All dogs, cats, and ferrets should be vaccinated against rabies and all wildlife contact should be avoided.

Residents and visitors are advised to take the following precautions:

- Keep rabies vaccinations up to date for all pets.
- Keep your pets under direct supervision so they do not come in contact with wild animals. If your pet is bitten by a wild animal, seek veterinary assistance for the animal immediately and contact Miami-Dade Animal Services at 3-1-1.
- Call 3-1-1 to report any stray dogs in your neighborhood or private property owners can hire a nuisance wildlife trapper for removal of wildlife. For a list of wildlife trappers, visit <https://public.myfwc.com/HGM/NWT/NWTSearch.aspx>
- Do not handle, feed, or unintentionally attract wild animals with open garbage cans or litter.
- Do not leave food sources out for wildlife such as pet food or unsecured garbage.
- Avoid contact with stray and feral animals.
- Never adopt wild animals or bring them into your home.
- Teach children never to handle unfamiliar animals, wild or domestic, even if they appear friendly.
- Prevent bats from entering living quarters or occupied spaces in homes, churches, schools, and other similar areas, where they might come in contact with people and pets.
- Persons who have been bitten or scratched by wild or domestic animals should seek medical attention and report the injury to the Florida Department of Health in Miami-Dade County at 305-324-2400.

Rabies is a disease of the nervous system and is fatal to warm-blooded animals and humans. The only treatment for human exposure to rabies is rabies-specific immune globulin and rabies immunization. Appropriate treatment started soon after the exposure, will protect an exposed person from the disease.

For further information on rabies, please visit <http://www.floridahealth.gov/diseases-and-conditions/rabies/index.html> or call the Florida Department of Health in Miami-Dade County at 305-324-2400, or Animal Services at 3-1-1.

**10/18: Bike with the Police Chief and have Coffee with the Cops next week**



Fit in exercise, enjoy the views and chat with Surfside Police Chief Julio Yero while riding around Surfside next Wednesday, October 24th. Bikers will head out from the Town Hall parking lot at 5 p.m.

Keep the communication going with our men and women in uniform on Thursday, October 25th during Coffee with the Cops, a community-wide initiative that takes place at 10 a.m. on the last Thursday of every month at the Surfside Starbucks.

Both events are excellent opportunities to share your concerns, comments and/or praises with the Surfside Police Department.

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

**10/16: Florida City Government Week takes place next week! Participate in these community events...**



The Town Commission passed a resolution on September 12th, recognizing Florida City Government Week from October 22nd to October 28th, 2018.

Spearheaded by the Florida League of Cities, the campaign focuses on engaging citizens in the work of municipal government. To celebrate, the Town of Surfside invites residents to two community events next week - Coffee with the Cops and Police Chief Julio Yero on October 25th and a Behind-the-Scenes Tour of Town Hall + Ice Cream Social on October 26th. Please refer to the attached flyer for details.

Further information on Florida City Government Week can be found here: [www.FLCityWeek.com](http://www.FLCityWeek.com).

**10/12: Free Spay & Neutering Services for Cats at Bal Harbour Recreation Center**



As part of Miami-Dade County Commissioner Sally Heyman's efforts to control the overpopulation of cats, there will be a free spay/neuter event for your feline friends this Sunday, October 14th at Bal Harbour Recreation Center at 18 Bal Bay Drive.

Registration is required. For further information and registration, visit <https://www.townofsurfsidefl.gov/news-and-events/news-detail/2018/09/20/10-14-2018---free-spay-neuter-for-cats-for-miami-dade-county-residents>.

**10/11: Red Tide Update, as of October 11, 2018**

The Town of Surfside participated in a conference call today with Miami-Dade County and the Florida Department of Health to discuss the status of red tide. Currently, there are no new developments. However, we encourage beachgoers to check conditions daily by visiting a newly released map by the Florida Fish and Wildlife Conservation Commission at <http://myfwc.maps.arcgis.com/apps/View/index.html?appid=87162eec3eb846218cec711d16462a72>.

The County's advisory urges people with severe or chronic respiratory conditions to avoid red tide areas. For further updates, please be sure to sign-up for Town notifications at <https://www.townofsurfsidefl.gov/news-and-events/subscribe> and visit: [www.floridahealth.gov](http://www.floridahealth.gov) and [myfwc.com](http://myfwc.com)

**10/10: M-DCPS #SecureOurFuture Community Meeting @ North Beach Elementary**



This Friday, Miami-Dade County Public Schools is hosting a Community Meeting at North Beach Elementary at 9:30 a.m. to discuss the M-DCPS teacher compensation & school safety ballot referendum #362. For more information, visit [secureourfuture.dadeschools.net](http://secureourfuture.dadeschools.net).

**10/10: Are you ready in the event of a hurricane or major storm?**

This morning, we are thinking of our friends in the Panhandle. We hope everyone stays safe and out of harm's way.

Hurricane Michael serves as a reminder that we are still in peak hurricane season. Residents are encouraged to make hurricane preparations and evacuation plans in advance. For more information on how you can do so, please refer to the Hurricane and Flooding information found on the Town website at <https://www.townofsurfsidefl.gov>

**10/9: See you at Town Hall tonight!**

Join us tonight, Tuesday, October 9th, at Town Hall for a Special Commission Meeting regarding the beach furniture ordinance. The meeting starts at 6 p.m.

Be sure to also stay for the Regular Town Commission Meeting, which commences at 7 p.m. As always, residents are encouraged to attend.

**10/8: Red Tide Update**

As the health and safety of our Surfside residents and visitors is our highest priority, we are continuing to monitor the status of red tide. Currently, there are no new developments. However, we encourage beachgoers to check conditions daily by visiting a newly released map by the Florida Fish and Wildlife Conservation Commission at <http://myfwc.maps.arcgis.com/apps/View/index.html?appid=87162eec3eb846218cec711d16462a72>. The County's advisory urges people with severe or chronic respiratory conditions to avoid red tide areas.

For further updates, please be sure to sign-up for Town notifications at <https://www.townofsurfsidefl.gov/news-and-events/subscribe> and visit: [www.floridahealth.gov](http://www.floridahealth.gov) and [myfwc.com](http://myfwc.com)

**10/5: Let's Get Solar**

Did it just DAWN on you that going solar is actually very feasible? Meet homeowners who have already made the switch and find out all the details about solar panels, how they work, and why they are efficient during this weekend's Solar Open House in Surfside. These community events are held throughout the nation as part of the National Solar Tour (<https://bit.ly/2PEJxjc>). Citizens, who have installed solar panels on their living spaces, extend an invite for residents to attend an informative, community open house.

The Solar Open House in the Town of Surfside will take place this Sunday, October 7th, from 9 a.m. to 7 p.m. at 9372 Byron Ave, Surfside, FL 33154. This event is free and open to the public, but just make sure you register here: <https://bit.ly/2OgeJZ2>

**10/5: Red Tide Update**

Following a meeting late yesterday with state environmental and health officials, Miami-Dade County said beaches north of the Haulover Inlet will reopen today, Friday. Those with severe or chronic respiratory conditions should still refrain from visiting the beach.

Read more here:

<https://www.miamiherald.com/news/local/environment/article219477125.html#storyli>

**10/4: Beaches North of Haulover Inlet Closed**

Message from Miami-Dade County Mayor Carlos A. Gimenez:

Due to the recently confirmed presence of red tide in Palm Beach County, Miami-Dade County, in collaboration with the Florida Fish and Wildlife Conservation Commission (FWC), collected water samples on Tuesday, October 2, at four locations off the coast of the County for testing. The County received results late Wednesday indicating that elevated levels of the algae linked to red tide have been detected in our area.

Although results for three sampling areas off Miami Beach and Crandon Park were reported in the very-low to low range, results for samples collected off Haulover Park were reported in the medium concentration range.

Red tides produce toxic chemicals that can affect marine organisms as well as humans. The Florida Department of Health advises people with severe or chronic respiratory conditions to avoid red tide areas.

In an abundance of caution, public beaches in Miami-Dade County located north of Haulover Inlet will be closed until further notice. Miami-Dade County will continue to monitor this situation and will be coordinating with state officials on further testing and any updated instructions regarding the presence of red tide in our area.

In addition, fish kills may occur during red tide. Fish kills can be reported by calling FWC's Fish Kill Hotline at 800-636-0511 or online.

We are taking this proactive step to ensure our residents and visitors are not affected as we collect samples in other areas for state testing. We will continue to seek guidance from the state

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Please refer also to this Miami Herald article:

<https://www.miamiherald.com/news/local/environment/article219477125.html>

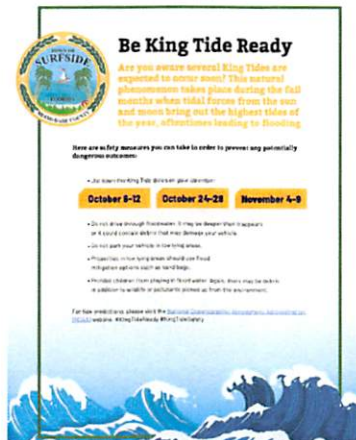
The health and safety of our Surfside residents and visitors is our highest priority. We are closely monitoring this matter and are in regular communication with Miami-Dade County. Should the County advise of a beach closure in Surfside, we will notify residents and visitors through our regular communication channels as we have done in the past.

Please be sure to sign-up for Town notifications at

<https://www.townofsurfsidefl.gov/news-and-events/subscribe>.

Following a meeting late

## 10/4: Be King Tide Ready



Are you aware several King Tides are expected to occur soon? This natural phenomenon takes place during the fall months when tidal forces from the sun and moon bring out the highest tides of the year, oftentimes leading to flooding. Please find a flyer attached with King Tide dates, along with tips to stay safe and dry.

## 10/3: Red tide testing expands to Miami-Dade and Broward Counties

After Florida environmental officials confirmed moderate levels of toxic algae in Palm Beach County, testing for red tide has expanded into Miami-Dade and Broward Counties. Find more details here: <https://www.miamiherald.com/news/local/environment/article219352690.html>

Results of the testing are currently unknown. As further information becomes available, we will provide updates. Thank you.

## 10/1: Read all about it! October Gazette is here...

Extra, extra! Read all about what we have in store this month by picking up a copy of the Town Gazette at Town Hall or check out the digital version here: <https://issuu.com/surfsidegazette/docs/gazette-oct2018>



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

AS OF

September 30, 2018

100% OF YEAR EXPIRED (BENCHMARK)

Agenda Date: November 13, 2018

GOVERNMENTAL FUNDS	ACTUAL	ANNUAL BUDGET	% BUDGET
<b>GENERAL FUND</b>			
REVENUE	\$ 15,076,477	\$14,598,096	103%
EXPENDITURES	12,909,045	\$14,598,096	88%
Net Change in Fund Balance	2,167,432		
Fund Balance-September 30, 2017 (Audited)	8,460,802 A		
Fund Balance-September 30, 2018 (Reserves)	<u>\$ 10,628,234</u>		
<b>TOURIST RESORT FUND</b>			
REVENUE	\$ 1,013,782 B	\$1,081,553	94%
EXPENDITURES	1,177,785	\$1,081,553	109%
Net Change in Fund Balance	(164,003)		
Fund Balance-September 30, 2017 (Audited)	469,880		
Fund Balance-September 30, 2018 (Reserves)	<u>\$ 305,877</u>		
<b>POLICE FORFEITURE FUND</b>			
REVENUE	\$ 34,522	\$78,192	44%
EXPENDITURES	39,928	\$78,192	51%
Net Change in Fund Balance	\$ (5,406)		
Fund Balance-September 30, 2017 (Audited)	164,933		
Fund Balance-September 30, 2018 (Reserves)	<u>\$ 159,527</u>		
<b>TRANSPORTATION SURTAX FUND</b>			
REVENUE	\$ 224,093	\$434,250	52%
EXPENDITURES	365,011	\$434,250	84%
Net Change in Fund Balance	(140,918)		
Fund Balance-September 30, 2017 (Audited)	388,363		
Fund Balance-September 30, 2018 (Reserves)	<u>\$ 247,445</u>		
<b>BUILDING FUND</b>			
REVENUE	\$ 2,160,298	\$1,657,000	130%
EXPENDITURES	1,078,000	\$1,657,000	65%
Net Change in Fund Balance	1,082,298		
Fund Balance-September 30, 2017 (Audited)	1,742,910		
Fund Balance-September 30, 2018 (Reserves)	<u>\$ 2,825,208</u>		
<b>CAPITAL PROJECTS FUND</b>			
REVENUE	\$ 1,703,357	\$1,552,911	110%
EXPENDITURES	120,577	\$1,552,911	8%
Net Change in Fund Balance	1,582,780		
Fund Balance-September 30, 2017 (Audited)	576,122		
Fund Balance-September 30, 2018 (Reserves)	<u>\$ 2,158,902</u>		

**NOTES:**

\* Many revenues for September 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 September 2018 is \$2,963,885 (\$1,013,782 is the Tourist Resort Fund and \$1,950,103 is the General Fund).

ENTERPRISE FUNDS		ACTUAL	ANNUAL BUDGET	% BUDGET
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**WATER & SEWER FUND**

REVENUE	\$ 4,161,223	\$3,677,158	113%
EXPENDITURES	2,818,527	\$3,677,158	77%
Change in Net Position	1,342,696		
Unrestricted Net Position-September 30, 2017 (Audited)	(3,048,579)		
Unrestricted Net Position-September 30, 2018 (Reserves)	\$ (1,705,883) C1		

**MUNICIPAL PARKING FUND**

REVENUE	\$ 1,254,425	\$1,203,158	104%
EXPENDITURES	1,041,351	\$1,203,158	87%
Change in Net Position	213,074		
Unrestricted Net Position-September 30, 2017 (Audited)	811,013		
Unrestricted Net Position-September 30, 2018 (Reserves)	\$ 1,024,087		

**SOLID WASTE FUND**

REVENUE	\$ 1,859,543	\$1,767,886	105%
EXPENDITURES	1,647,309	\$1,767,886	93%
Change in Net Position	212,234		
Unrestricted Net Position-September 30, 2017 (Audited)	429,743		
Unrestricted Net Position-September 30, 2018 (Reserves)	\$ 641,977		

**STORMWATER FUND**

REVENUE	\$ 633,459	\$691,330	92%
EXPENDITURES	410,586	\$691,330	59%
Change in Net Position	222,873		
Unrestricted Net Position-September 30, 2017 (Audited)	3,264,379		
Unrestricted Net Position-September 30, 2018 (Reserves)	\$ 3,487,252		

**NOTES:(con't)**

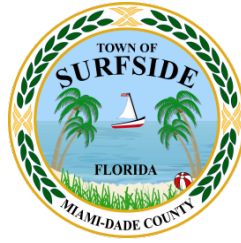
C1. The reserves balance of (\$1,705,883) is the result of a change in current net position as of September 2018 of \$1,342,696, net position as of September 30, 2017 (Audited) of (\$3,048,579).

Christopher Wallace, Interim Finance Director

Guillermo Olmedillo, Town Manager

**Town of Surferside**  
**Fund Balance (Reserves)**  
**9/30/2018**

FUND	9/30/2015	9/30/2016	9/30/2017	9/30/2018
General	\$ 5,905,726 \$	7,368,408 \$	8,460,802 \$	10,628,234
Tourist Resort	339,396	363,407	469,880	305,877
Police Forfeiture	113,431	141,755	164,933	159,527
Transportation Surtax	440,662	354,264	388,363	247,445
Building	-	-	1,742,910	2,825,208
Capital Projects	182,903	1,154,352	576,122	2,158,902
Water & Sewer	(2,705,871)	(2,827,890)	(3,048,579)	(1,705,883)
Municipal Parking	1,089,165	1,111,941	811,013	1,024,087
Solid Waste	340,391	245,941	429,743	641,977
Stormwater	4,051,768	3,392,370	3,264,379	3,487,252
<b>Total</b>	<b>\$ 9,757,571 \$</b>	<b>11,304,548 \$</b>	<b>13,259,566 \$</b>	<b>19,772,626</b>



**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: November 5, 2018**

**SUBJECT: Office of the Town Attorney Report for November 13, 2018**

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

October 8, 2018 - Tourist Board Meeting

October 22, 2018 - Special Tourist Board Meeting

October 9, 2018 - Special Town Commission Meeting

October 9, 2018 - Regular Town Commission Meeting

October 25, 2018 - Planning & Zoning Board Meeting

November 1, 2018 - Design Review Group

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 continue our second year of service and 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 FY 2018/19 Projects/Initiatives and Procurement Review), 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
- Ordinance for Reasonable Accommodations Procedures
- Ordinance Amending Secondary Frontage Fence and Ornamental Wall Regulations

**Litigation:**

*Victor May v. Sandra Novoa, Christina White, Daniel Edward Dietch, Daniel Gielchinsky, Barry Richard Cohen, Michael Karukin, Tina Paul, Guillermo Olmedillo, Weiss Serota Helfman Cole & Bierman, P.L. and Aleksandr Boksner.* (Various case numbers).

Mr. May initially filed a lawsuit in County Court in Case No. 2018-04205-CC-05 challenging, among other things, the result of the mayoral election of March 20, 2018. After this lawsuit was dismissed for lack of jurisdiction, Mr. May filed a second action in Circuit Court, also challenging the election and its outcome, in Case No. 2018-13373-CA-01. Mr. May attempted to appeal to the Third District Court of Appeal an order entered by the Circuit Court denying various motions he had filed, in Case No. 3D18-113. On July 3, 2018, the Third District dismissed that appeal for lack of jurisdiction as premature. Thereafter, on August 17, 2018, the Circuit Court entered final judgment against Mr. May. Mr. May proceeded to appeal the final judgment to the Third District in Case No. 3D-18-1818. While that appeal was pending, Mr. May also filed a petition in the Florida Supreme Court in Case No. SC18-1670. By order dated October 10, 2018, the Florida Supreme Court rejected the petition and returned it to the Third District for consideration in the appeal pending there. Mr. May refiled the petition with the Third District in Case No. 3D18-2113 and, on October 22, 2018, the Third District dismissed that petition as duplicative. On October 24, 2018, the Third District issued an opinion in the only remaining appeal, Case No. 3D-18-1818. The Third District found no basis for the appeal and summarily affirmed the circuit court's final judgment.

**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.





## Town of Surfside

### TOURIST BOARD MEETING MINUTES

**August 6, 2018 – 5:30 p.m.**

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

#### 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  
Lillian 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 5<sup>th</sup> day of September, 2018

  
Barbara Cohen, Chair

Attest:

  
Elora Riera, CMC  
Deputy Town Clerk



## Town of Surfside

### PARKS & RECREATION COMMITTEE MEETING MINUTES

**August 20, 2018 – 7:00 p.m.**

Surfside Community Center  
9301 Collins Avenue  
Surfside, FL 33154

#### **1. Call to Order/Roll Call**

The meeting was called to order by Chair Logan at 7:00 p.m.

The following were present:

Chair Retta Logan  
Vice Chair Eliana Salzhauer \*arrived at 7:12 p.m.  
Committee Member Zoya P. Javier  
Committee Member Shlomo Danzinger

Absent:

Committee Member Louisa Agresti

Also present:

Stacie Weiss, Parks and Recreation Superintendent  
Frantza Duval, Recording Clerk

#### **2. Approval of Minutes: June 18, 2018**

Committee Member Javier made a motion to approve the minutes. The motion was seconded by Committee Member Danzinger and all voted in favor.

#### **3. Higher Education Scholarship Update**

Parks and Recreation Superintendent Weiss commented that the winner of the scholarship, Jorge Cortes, was awarded his check at the last Town Commission meeting. The Town receive no other applications for the other scholarship.

The Committee requested an update at their next meeting regarding what will be done with the remaining funds from the scholarship.

#### **4. End of Summer Camp Recap**

Parks and Recreation Superintendent Weiss stated that Summer Camp has officially ended. There were approximately 130 kids enrolled. The one issue that keeps occurring with the Summer Camp is lice. A lice company was brought in to do a lice check. Moving forward, staff is going to revise the registration to show that lice checks will be performed during the Summer Camp.

#### **5. Fall Programming Update**

Parks and Recreation Superintendent Weiss commented that all programs are doing well and mentioned some start dates for the fall programs.

\*Vice Chair Salzhauer arrived at this time.

**6. Public Comments**

The following residents spoke:

- Mauricio Rodriguez and Patrick Pereira spoke regarding the difficulty of playing at the tennis courts.

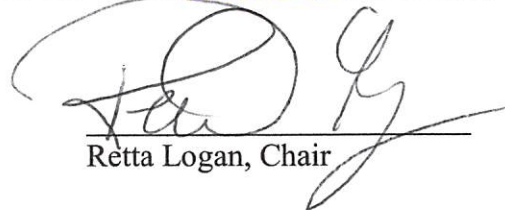
Discussion ensued regarding the hours and operation of the tennis courts, reevaluating the staff hours and court fees.

**7. Adjournment**


Committee Member Danzinger made a motion to adjourn the meeting at 7:49 p.m. The motion received a second from Committee Member Javier and all voted in favor.

Respectfully submitted:

Accepted this 15<sup>th</sup> day of October, 2018

  
Retta Logan, Chair

Attest:

  
\_\_\_\_\_  
Elora Riera, CMC  
Deputy Town Clerk



**Town of Surfside  
PLANNING & ZONING BOARD  
MEETING MINUTES**

**September 27, 2018 – 6:00 p.m.**  
Town Hall Commission Chambers –  
9293 Harding Ave, 2<sup>nd</sup> Floor, Surfside, FL 33154

**1. Call to Order/Roll Call**

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

Deputy Clerk Riera called the roll 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. Town Commission Liaison Report – Vice Mayor Gielchinsky**

Vice Mayor Gielchinsky gave his report regarding the special meeting that took place September 26, 2018 to discuss a possible new Town Hall building and it was a packed room with residents not being in support of the project. The Town will do some workshop meetings to discuss and educate the public on the P3 project.

Vice Mayor Gielchinsky also discussed item 5A below and that the Board had asked the Town Commission for a list of those properties affected by this grandfathering. The Town Commission received 3 properties and now the Commission is asking the Board to continue this matter so the Commission can then continue as well. The Town Commission is waiting on staff to obtain more information regarding this matter.

**3. Approval of August 30, 2018 Design Review Board and Planning and Zoning Board Meeting Minutes**

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

**4. Applications:**

- A. 9415 Harding Avenue** – The applicant is proposing façade improvements which include new windows and doors and new metal awnings.

Town Planner Sinatra Gould introduced the item into the record. She explained the application and stated that staff is recommending approval.

Chair Lecour had a question regarding the drainage on the awnings. Applicant Bradley Couner stated that they will make accommodations to address the drainage issue.

Chair Lecour wants to ensure that the drainage issue gets taken care of and is noted in the recommendation.

Board Member Glynn made a motion to approve the application with the notation that the drainage issue be addressed. The motion was seconded by Vice Chair Frankel and all voted in favor.

**5. Local Planning Agency Items:**

**A. 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.**

Deputy Clerk Riera read the title of the ordinance.

Town Planner Sinatra Gould introduced the item into the record. She explained the email from the Grand Beach Representative and read it into the record.

Town Attorney Mehaffey stated that Board Member Roller will be recusing himself from voting on this item and Board Member Rochel Kramer will sit in as a voting member on this item.

Jennifer Rotker of 9016 Collins Avenue, spoke regarding this item and feels that grandfathering should not be approved or given to this applicant.

Discussion on the grandfathering issue and the applicant's request continued on the dais.

There was consensus from the Board for the Town Commission not to approve the Ordinance.

Board Member Glynn made a motion to recommend that the Town Commission not approve this Ordinance. The motion was seconded by Board Member Garcia. The motion carried 5-0 on roll call vote with Board Member Roller abstaining.

**B. 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.**

Deputy Clerk Riera read the title of the ordinance.

Town Planner Sinatra Gould introduced the item.

Discussion continued amongst the Board members and the Town Planner regarding the shapes of the lots, the requirements and requesting to plat out the lots and determine what is buildable and which lots are affected as well as the setbacks on those lots.

Town Planner Sinatra Gould explained the buildable areas on certain lots and the amount of lot coverage depending on the square footage.

The Board recommended to defer this item and bring it back with “to scale” drawings of the irregular shape lots with the two conditions.

Board Member Glynn made a motion to defer this item to the next meeting and bring it back with “to scale” drawings of the irregular shape lots with the two conditions. The motion was seconded by Board Member Garcia. The motion carried 5-0 on roll call vote.

### **C. Municipal Zoning Equivalencies**

**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.

Staff is requesting this item be deferred due to noticing requirements. No vote was necessary as per Town Attorney.

### **D. Municipal Comprehensive Plan Equivalencies**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN’S COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE ELEMENT TO ADDRESS USE OF MUNICIPALLY OWNED PROPERTY AND PROVIDE DENSITY AND INTENSITY EQUIVALENCIES FOR MUNICIPALLY OWNED PROPERTY; AUTHORIZING TRANSMITTAL; PROVIDING FOR SEVERABILITY; CONFLICTS; AND FOR AN EFFECTIVE DATE.**

Staff is requesting this item be deferred due to noticing requirements. No vote was necessary as per Town Attorney.

## **6. Discussion Items:**

### **A. Fences and Hedges in the Front and Street Side**

Town Planner Sinatra Gould introduced the item and came up with the language the Board requested regarding the fence and hedges with a maximum capacity of 100% and maximum

height of 6 feet. The shorter of the 2 sides is the front since they do not want the rear to have the benefit based on our Code. Town Planner Sinatra Gould continued with the explanation of the report requested.

The Board commented on their concern that the shrubs are not being addressed in the code and that they should be considered.

Town Planner Sinatra Gould stated she will speak with their Arborist and Landscape team who write codes like this and come up with language for the maintenance of the shrubs and hedges and the time limit for those shrubs to grow to cover the fence. The language being that the fence will have a 3 foot setback and the shrubs shall cover the street side of the fence within 1 year of installation.

The Board is also requesting the Town Attorney to double check on the language as well.

#### **B. Increased Pervious Area for Single Family Lots**

Town Planner Sinatra Gould introduced the item and wanted to clear some of the backup items and she put the definition of pervious and how they measure the lots. She gave examples of coastal communities to the Board.

Vice Chair Frankel spoke regarding the many applications for garage conversions and questioned if the homeowner would have to add a parking spot to the property by adding pavers if this were approved by the Board. She also questioned if it is in the best interest of the Town and if it would it create a parking issue.

Vice Chair Frankel asked about the City of Miami Beach's code related to this issue and compared it to Town of Surfside.

Town Planner Sinatra Gould stated that the code only states that you have to provide 2 parking spots and explained the requirement in the code.

#### **C. Requiring Landscape Plans for Single Family**

Town Planner Sinatra Gould introduced the item and stated that Staff's recommendation is to require landscape plans but they would demonstrate compliance with single family homes and the language came with the noticing requirement.

The recommendation was that this can be drawn up by the person doing the work at the home and not necessarily needing a landscape architect.

Chair Lecour stated that the Building Official requires landscape plans from a landscape architect.

Discussion continued regarding this issue and the types of plants that are and are not allowed according to the building permit and code.

Vice Mayor Gielchinsky asked the Board what the requirements are when it comes to landscape and drainage as it pertains to single family homes.



Town Planner Sinatra Gould stated that the Building Department does that review.

The Board requested for the Building Official to come before the Board and educate them on the drainage issue having to do with landscaping and the 50% rule.

#### **D. Sidewalk Aesthetics and Uses of West Side of Collins**

Town Planner Sinatra Gould introduced the item and wanted to get some feedback from the Board. She stated that there was a concern of wanting more walkability on Collins Avenue. Currently there is no policy requiring an additional 5 foot easement. Their suggestion is if they add the additional 5 feet they would be able to count their setback from the original property line so they don't have to further push back their building that additional 5 feet.

She wanted to discuss this because they require a certain percentage of the primary usage or require at street level be some primary usage so there are not parking garages on the west side.

Discussion continued on requirements and root barriers and landscape buffer and maximize what needs to be done to get more walkable space and look at the promenade.

The Board directed Town Planner Sinatra Gould to bring back imposed and superimposed graphics and see what is appropriate for a walking sidewalk and see what type of landscaping is appropriate.

#### **E. Future Agenda Items**

The following items were discussed for future agenda items:

- Feedback and background information on retail districts for the November meeting
- Fences and hedges for the November meeting
- Stepback discussion for the October meeting or November meeting
- Sidewalk aesthetics for the October meeting
- Parking/ride sharing discussion for the October meeting
- Resiliency strategies for the October meeting
- Drainage discussion from Building Official for the October meeting
- Parking required for single family homes

Town Planner Sinatra Gould stated that she will speak with Administration regarding the retail district to get feedback as requested by the Board.

The Board requested to invite Ms. Wheaton to discuss resiliency strategies and Building Official Ross Prieto to provide information to the Board regarding drainage to the next meeting.

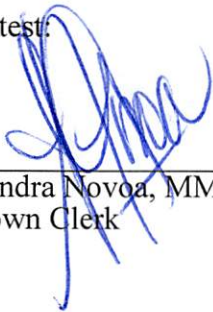
**7. Adjournment**

There being no further business before the Planning & Zoning Board, Board Member Roller made a motion to adjourn the meeting. The motion was seconded by Board Member Glynn and all voted in favor. The meeting adjourned at 7:52 p.m.

Accepted this 25<sup>th</sup> day of October, 2018

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

Attest:

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



## Town of Surfside

### TOURIST BOARD MEETING MINUTES

**October 8, 2018 – 5:30 p.m.**

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

#### Opening Items:

**1. Call to Order/Roll Call**

The meeting was called to order by Chair Barbara Cohen at 5:30 p.m.

The following were present:

- Chair Barbara Cohen
- Vice Chair Jeff Lehman
- Board Member Jennifer Brilliant
- Board Member Bera Kalhan
- Board Member MaryAnna Estomba

Also present:

- Lindsay Fast, Tourism Director
- Duncan Tavares, Assistant Town Manager
- Mitch Bierman, Town Attorney
- Frank Trigueros, Marketing and Special Proj. Coordinator
- Elora Riera, Deputy Town Clerk

**2. Welcome – Chair Barbara Cohen**

Chair Barbara Cohen welcomed everyone to the meeting.

**3. Approval of Minutes: September 5, 2018**

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

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

The A/R resort tax information was provided to the Board. Tourism Director Fast mentioned some businesses who were delinquent in payments.

#### Discussion Items:

**5. Florida Governor's Conference Re-Cap – Frank Trigueros, Marketing and Special Projects Coordinator**

Marketing and Special Projects Coordinator Frank Trigueros provided a PowerPoint presentation overviewing the conference he attended with and Tourism Director Lindsay Fast where they received awards at.

Marketing and Special Projects Coordinator Trigueros answered questions from the Board.

**6. Fiscal Year 2017 – 2018 Tourism Year in Review – Jacober Creative and Tourism Team**

Luisa Jimenez of Jacober Creative, Tourism Director Fast and Sarah Liss of Friday Beach, LLC provided a PowerPoint presentation of the Tourism year in review for FY 2017-2018 and answered questions from the Board. Some of the topics included in the year in review presentation included marketing strategies, social media, advertising, public relations, photoshoots and Town events and the related results.

**7. Next Tourist Board Meeting: Special Meeting - Monday, October 22, 2018 at 5:30pm**

Chair Barbara Cohen advised the Board that the next meeting is on October 22, 2018 at 5:30 p.m. and hopes to see everyone in attendance.

**8. Public Comments**

None.

**9. 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 Estomba and all voted in favor.

The meeting adjourned at 7:05 p.m.

Respectfully submitted:

Accepted this 22 day of October, 2018

  
Barbara Cohen, Chair

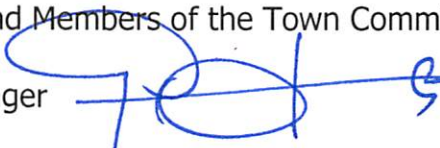
Attest:

  
Elora Riera, CMC  
Deputy Town Clerk



# MEMORANDUM

ITEM NO. 3E

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Guillermo Olmedillo, Town Manager   
**Date:** November 13, 2018  
**Subject:** Nurse Enhancement Initiative for School Year 2018/2019

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The City of Miami Beach's Organization Development Performance Initiatives has provided a utilization report to the Town Commission on the Nurse Enhancement Initiative at Ruth K Broad K-8 Center (Attachment A). This initiative is the result of Surfside joining neighboring communities and providing annual financial support.

Surfside would again be joining the neighboring communities of Miami Beach, North Bay Village, Bay Harbor Islands and Bal Harbour, as well as the Miami Beach Chamber Education Foundation, in support of this program that benefits the students. This service is being expanded from once per week to twice a week for the 2018/2019 school year.

Presently the commitment of one day of service is \$3667. The new commitment adds an additional day of service for \$4445. Therefore, a total of \$8112 will be adjusted in the Fiscal Year 2018/2019 budget for this initiative.

There will be no impact to staff.

The attached resolution authorizes the execution of the Memorandum of Understanding, with an Amendment 1, for the continuation of expanded participation in the Nurse Enhancement Initiative for school year 2018/2019 in the amount of \$8112

Reviewed by

Prepared by 

# MIAMI BEACH

OFFICE OF THE CITY MANAGER

NO. LTC #

**301-2018****LETTER TO COMMISSION**

TO: Mayor Dan Gelber and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: May 25, 2018

SUBJECT: Nurse Enhancement Initiative Behavioral Health Services Aggregate Summary Report

Please find attached aggregate summary report for the municipal funded Nurse Enhancement Initiative for Behavioral Health/Mental Health youth support services from August 21, 2017 through April 30, 2018 for North Beach Elementary, South Pointe Elementary, Fienberg Fisher K-8 Center, Biscayne Elementary, Treasure Island Elementary, Ruth K. Broad Bay Harbor K-8 Center, Nautilus Middle School, and Miami Beach Senior High School. For the 2016-17 school years, the initiative was enhanced to include behavioral health services (mental health services) to three (3) schools in the feeder pattern and was further expanded in the 2017-18 school year to an additional five (5) Miami Beach public schools.

Overall, 1,416 youth have received support services in the 2017-18 school year from the city funded Licensed Clinical Social Worker (Social Worker) in all Miami Beach feeder public schools for 3,296 psychosocial issues. The chart below shows the utilization of students by school and number of psychosocial services provided to date:

Behavioral Health Services Summary Report		
8/21/17 - 4/30/18		
School	# of Students	# of Psychosocial Services Provided
Treasure Island Elementary School	52	293
South Pointe Elementary School	115	197
North Beach Elementary School	126	439
Biscayne Elementary School	111	428
Ruth K. Broad K-8 Center	84	124
Fienberg-Fisher K-8 Center	277	381
Nautilus Middle School	474	1150
Miami Beach Senior High School	177	284
<b>Total</b>	<b>1416</b>	<b>3296</b>

The enhanced behavioral services include on-site access to a licensed clinical social worker to provide services including, but not limited to, the following:

- Psychosocial interventions
- Academic Issues
- Attention Issues
- Aggression/Violence
- Anger Management
- Anxiety
- Attention Issues
- Disruptive Behavior
- Depression
- Stress Management
- Family Issues
- Peer Issues

Below is the Social Worker schedule providing days of service for each feeder public school:

Social Worker	Title	Monday	Tuesday	Wednesday	Thursday	Friday
Nora Curia	LMHC	Borinquen Mental Health	Borinquen Mental Health	Ruth K. Broad K-8	Miami Beach Senior High	Miami Beach Senior High School
Gabriel Lamas	MSW	Miami Beach Senior High School	Fienberg K-8 Center	Miami Beach Senior High	South Point Elementary	Fienberg Fisher K-8 Center
Tamar Oppenheimer	LCSW	Nautilus Middle School	North Beach Elementary	Treasure Island Elementary	Nautilus Middle School	Biscayne Elementary School

Each elementary school receives support through this initiative one (1) day per week, Fienberg Fisher K-8 and Nautilus Middle two (2) days per week, and Miami Beach Senior High School four (4) days per week. For the 2018-19 school year, each elementary and middle/K-8 center will receive one (1) additional day of service.

Please contact me with any questions. Updates will be provided as information becomes available.

Attachments

KGB/LDR

C: Executive Staff  
 Dr. Leslie Rosenfeld, Chief Learning Development Officer



**Aggregate Summary Report**  
 Encounters From: 8/21/2017 through 4/30/2018  
 Run Date: 5/23/2018 1:09:07 PM



Social Worker Visit	
Social Worker Services	Total
Adaptive Behavior Assessment with Parent	16
Class Observation	12
Counseling - Crisis	14
Counseling - Family	132
Counseling - Group	126
Counseling - Post Crisis	13
Counseling - Student/Individual	1033
Depression Screening	21
Depression Screening Follow-Up	0
Home Visit Attempted - Complete	18
IEP/Staffing Team Meeting	1
Psychosocial/Behavioral Assessment	2
School Support Team Meeting	13
Social History - In Development	4
Student Initial Background Screening	0
Student Services Team Meeting	10
Truancy Study Team Meeting	1
<b>Total</b>	<b>1416</b>

Psychosocial Problem	Total
Academic Issues	254
Aggression/Violence	53
Alcohol Usage	0
Anger Management	256
Anxiety	233
Attendance/Truancy	84
Attention Issues	421
Bereavement Issues	33
Bullying/Harrassment	47
Chronic Medical Problems	9
Crisis Intervention	6
Dating Issues	3
Depression	236
Disruptive Behavior	159
Domestic Violence	16
Eating Disorder	7
Economic Issues/Basic Needs	14
Family Issues	361
Growth & Development	252
Healthy Lifestyle	49





# Aggregate Summary Report

Encounters From: 8/21/2017 through 4/30/2018  
Run Date: 5/23/2018 1:09:07 PM



Homelessness	1
Housing Issues	6
Identity Issues	3
Legal Issues	2
Neglect	18
Oppositional Defiant Behavior	36
Peer Issues	234
Personal Hygiene	8
Physical Abuse	8
Safety	73
Self Esteem	153
Sexual Abuse	2
Sexual Activity/Teen Pregnancy	3
Sleep Disorder	8
Somatic	6
Stress Management	232
Substance Abuse	2
Suicidal Ideation	7
Tobacco	1
<b>Total</b>	<b>3296</b>



**Aggregate Summary Report**  
Encounters From: 8/21/2017 through 4/30/2018  
Run Date: 5/23/2018 1:09:07 PM



Outcome Disposition	Total
Ambulance/911/Emergency Called	1
Returned to Class	1276
Sent Home	63
Transported to ER	2
<b>Total</b>	<b>1342</b>

Referred To	Total
Abuse Registry	2
Alternative Programs	5
Crisis Stabilization	2
Dental Care	0
Domestic Violence	0
Extracurricular Activities	1
Guidance Counselor	83
Healthy Start	0
Homeless Assistance	0
Insurance Enrollment	2
MDCPS Region/District Office	0
Medical Provider	3
Mental Health Counseling	45
New Medical Provider	7
No Referral Needed	851
School Administration	14
School Nurse	3
School Police	1
School Psychologist	6
School Speech Pathologist	0
Social Work Services	332
Substance Abuse Counseling	1
TRUST Specialist	3
Vision	0
<b>Total</b>	<b>1361</b>



**Aggregate Summary Report**  
 Encounters From: 8/21/2017 through 4/30/2018  
 Run Date: 5/23/2018 1:09:07 PM



Non-Visit Activities	
SW Activities	Total
Adaptive Behavior Assessment - Scoring	3
Behavior Assessments	0
Consult with External Mental Health	12
Consult with MD/Other Provider	6
Consult with Parent/Caregiver	234
Consult with School Staff	257
Home Visit Attempted-Complete	0
Home Visit Attempted-Incomplete	5
Kidcare Application	0
Other	29
Public Assistance	0
SW-Parent Letter	0
SW-Social History	6
SW-Student Services Intervention Plan	0
SW-Truancy Screening	0
Truancy Packet Completion	0
<b>Total</b>	<b>552</b>

Other Activities	Total
Adaptive Behavior Assessment - Scoring	0
Behavior Assessments	0
Care Plan FTTY	0
Care Plan Reassessment	0
Consult with External Mental Health	0
Consult with MD/Other Provider	0
Consult with Parent/Caregiver	0
Consult with School Staff	0
ESE Staffing/Screening	0
Home Visit Attempted-Complete	0
Home Visit Attempted-Incomplete	0
Immunization Follow-Up	0
Kidcare Application	0
Other	0
Public Assistance	0
Record Review	0
SW-Parent Letter	0
SW-Social History	0
SW-Student Services Intervention Plan	0
SW-Truancy Screening	0
Truancy Packet Completion	0
<b>Total</b>	<b>0</b>



# Aggregate Summary Report

Encounters From: 8/21/2017 through 4/30/2018  
Run Date: 5/23/2018 1:09:07 PM



Routine Medication Visit Activities							
Other Activities	ARNP	RN	LPN	MA	SW	Other	Total
Medication Dose Administered - OTC	0	3	4	0	0	0	7
Medication Dose Administered - Rx	0	336	283	0	0	0	619
Medication Prescribed/Admin-OTC	0	0	0	0	0	0	0
Medication Prescribed/Admin-Rx	0	0	0	0	0	0	0
<b>Total</b>	<b>0</b>	<b>339</b>	<b>287</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>626</b>

# BEHAVIORAL HEALTH SERVICES

## FINDING PEACE OF MIND

The City of Miami Beach, through our Education Compact with Miami-Dade Public Schools is offering behavioral/mental health support and community referral services for all Miami Beach public school children through The Children's Trust and Borinquen Medical Center.

## SERVICES

A Licensed Clinical Social Worker (LCSW) provides the following behavioral/mental health services at each school:

- Cognitive-Behavioral Therapy
- Systematic Therapy
- Home Visit
- Participate Teacher/Parent Conference
- Family (Group) Therapy
- Play Therapy

**1 in 3**

Children suffer developmental or behavioral disabilities that limit their health and school performance.



Behavioral health issues can affect a student's performance, increase truancy, school dropout rates, and difficulties in learning.



If you are interested in learning more about these services, please contact your child's school LCSW, counselor or nurse.

To request this material in alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceedings, call 305.604.2489 and select 1 for English or 2 for Spanish, then option 6; TTY users may call via 711 (Florida Relay Service).

MIAMIBEACH

# SERVICIOS DE SALUD MENTAL

## ENCONTRANDO TRANQUILIDAD

La Ciudad de Miami Beach, a través de nuestro Pacto de Educación con las Escuelas Públicas del Condado de Miami-Dade, está ofreciendo apoyo para la salud mental/conductual y servicios de referencias para todos los niños en las escuelas públicas en Miami Beach a través de The Children's Trust y Borinquen Medical Center.

## SERVICIOS

Un trabajador social de clínica licenciado (LCSW) provee los siguientes servicios de salud mental/conductual en cada escuela:

- Terapia cognitiva-conductual
- Terapia sistemática
- Participar en conferencia de maestro/padre
- Visita a domicilio
- Terapia de familia (grupo)
- Terapia de juego

**1 in 3**

Niños sufren discapacidades de desarrollo o mentales que limitan su salud y su rendimiento escolar.



Problemas de salud mental pueden afectar el rendimiento del estudiante, aumentar ausentismo, porcentaje de abandono escolar, y dificultades en aprendizaje.



Si usted está interesado en conocer más sobre estos servicios, por favor contacte al LCSW, consejero, o enfermero designado a la escuela de su hijo.

To request this material in alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceedings, call 305.604.2489 and select 1 for English or 2 for Spanish, then option 6; TTY users may call via 711 (Florida Relay Service).

MIAMIBEACH



# PEACE OF MIND

By Dr. Leslie D. Rosenfeld

Today, one in three children suffers developmental or behavioral disabilities that limit their health and school performance. "Anxiety, depression, inattention and other behavioral issues have replaced infectious diseases and physical disabilities as the chief culprits that interfere with children's health, well-being and learning," explained Dr. Peter A. Gorski, chief community health, child development and innovation officer, The Children's Trust.

In response, the City of Miami Beach education compact with Miami-Dade County Public Schools, in partnership with the Town of Surfside, Town of Bay Harbor Islands, Bal Harbour Village, North Bay Village, The Children's Trust and the Miami Beach Chamber Education Foundation, is piloting a school-based program for the 2015-16 school year that offers enhanced behavioral health screening, support and community referral services to children in three public schools in the Miami Beach feeder pattern.

Miami Beach established an innovative nurse initiative in 2013 to fund full-time nurses at public schools in the Miami Beach feeder pattern with no on-site health care access. Beginning in 2015, the municipal partnership, referred to as the Nurse Enhancement Initiative, was expanded to include behavioral health services.

"Schools are a perfect location for early identification and interventions of behavioral health issues to reduce the prevalence of performance problems, truancy, school dropout rates, and difficulties in learning," noted Karen Rivo, former chair, Committee for Quality Education.

The nurse enhancement initiative engages students as active partners in mental health education and advocacy, which is paramount to reducing the stigma connected to mental health and improving the likelihood that those in distress seek help and receive the support that is needed.

Accessing services at each school site is done through the school counselor, teacher or administrative team. Behavioral health services include the following:

- Cognitive-Behavioral Therapy
- Family (Group) Therapy
- Systemic Therapy
- Play Therapy
- Participate Parent/Teacher Conference
- Home Visit

If you are interested in learning more about these services, please contact your school counselor or school nurse.

"A Miami Beach student was going through a family conflict at home which exacerbated his anxiety, loss of impulse control and difficulty paying attention in class," said the Licensed Clinical Social Worker Rodrigo Lozano. "After a few sessions, a meeting with the parent and a behavioral plan, the student improved his daily progress reports and reduced his acting out in class."

Parents can also access services via a request to the school. Additionally, these behavioral health team members provide class presentations on topics such as bullying, relationships and anger management.

"Over time, we hope to combine resources with an increasing pool of funders to expand this model to all schools and all children in our school district," added Gorski.

Visit the city's education page on [miamibeachfl.gov](http://miamibeachfl.gov) for additional information and to learn more about other programs.



Si está interesado en saber más sobre estos servicios, póngase en contacto con su consejero escolar o con el profesional sanitario de la escuela.

Visite la página sobre educación de la ciudad en [miamibeachfl.gov](http://miamibeachfl.gov) para obtener información adicional acerca de este y otros programas.

**Tranquilidad mental** En la actualidad, uno de cada tres menores padece discapacidades en el desarrollo o en el comportamiento que limitan su salud y rendimiento escolares. “La ansiedad, la depresión, la falta de atención, además de otros problemas del comportamiento han sustituido a las enfermedades infecciosas y las discapacidades físicas como males principales que interfieren en la salud, el bienestar y la capacidad de aprendizaje de nuestros menores”, comenta el doctor Peter A. Gorski, oficial jefe de salud comunitaria, desarrollo infantil e innovación en The Children’s Trust.

En respuesta a esta situación, el City of Miami Beach Education Compact y las Miami-Dade County Public Schools, junto con Town of Surfside, Town of Bay Harbor Islands, Bal Harbour Village, North Bay Village, The Children’s Trust y Miami Beach Chamber Education Foundation, han creado un programa piloto de carácter escolar para el curso 2015-16 que ofrece un control de la atención sanitaria del comportamiento mejorado, además de servicios de apoyo y de referencia comunitaria a los menores en tres escuelas públicas del Miami Beach Feeder Pattern.

Miami Beach estableció una iniciativa innovadora de atención sanitaria en 2013 con el fin de conseguir fondos que dotaran de profesionales sanitarios a tiempo completo a las escuelas públicas del Miami Beach Feeder Pattern que no tuvieran acceso a atención sanitaria en sus premisas. A partir de 2015, la agrupación municipal conocida como la Nurse Enhancement Initiative, se amplió para que incluyera atención sanitaria para los problemas de comportamiento.

“La escuela es el lugar perfecto para la identificación e intervención temprana de los problemas derivados del comportamiento con el objeto de atenuar la prevalencia de problemas de rendimiento, absentismo escolar, tasas de abandono escolar y problemas de aprendizaje”, afirma Karen Rivo, antigua presidenta del Committee for Quality Education.

Esta iniciativa anima a los estudiantes a participar como elementos activos en la educación y el amparo de la salud mental, un papel que es de suma importancia para reducir el estigma asociado a los problemas de salud mental y que aumenta las probabilidades de que las personas con problemas busquen ayuda y puedan recibir la atención necesaria.

El acceso a los servicios de atención en cada una de estas escuelas se realiza a través del consejero escolar, profesor o equipo administrativo. Entre los servicios de atención sanitaria al comportamiento se incluyen los siguientes:

- Terapia cognitiva y del comportamiento
- Terapia de familia (de grupo)
- Terapia sistémica
- Terapia del juego
- Reuniones participativas de padres y profesores
- Visitas a familias

“Un estudiante de Miami Beach tenía un problema familiar en casa que exacerbaba su ansiedad, falta de control ante estímulos y dificultad de prestar atención en clase” dice Rodrigo Lozano, trabajador social clínico. “Después de unas pocas sesiones, una reunión con uno de los padres y un plan de comportamiento, el estudiante mejoró sus informes de progreso diario y redujo su mal comportamiento en clase”.

Los padres también pueden obtener acceso a estos servicios por medio de una solicitud a la escuela. Además, el equipo de atención sanitaria del comportamiento realiza presentaciones en las aulas sobre temas como el acoso escolar, las relaciones y el control de la agresividad.

“Con el tiempo esperamos poder combinar recursos con una mayor cantidad de donaciones para ampliar este modelo a todas las escuelas y a todos los menores de nuestro distrito escolar” añade Gorski.



**RESOLUTION NO. 2018- \_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AMENDMENT NO. 1 TO THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE TOWN OF SURFSIDE, THE CITY OF MIAMI BEACH, NORTH BAY VILLAGE, TOWN OF BAY HARBOR ISLANDS, BAL HARBOUR VILLAGE, AND THE MIAMI BEACH CHAMBER EDUCATION FOUNDATION, INC. TO FUND AND IMPLEMENT A NURSE ENHANCEMENT INITIATIVE FOR SCHOOL YEAR 2018/2019 FOR RUTH K. BROAD BAY HARBOR K-8 CENTER; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AMENDMENT TO THE MOU; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside (“Town”) entered into a Memorandum of Understanding (“MOU”) with neighboring municipalities, City of Miami Beach, North Bay Village, Town of Bay Harbor Islands and Bal Harbour Village (“Participating Municipalities”), and the Miami Beach Chamber Education Foundation, Inc. (“MBCEF”), to fund and implement a nurse initiative for the Ruth K. Broad Bay Harbor K-8 Center; and

**WHEREAS**, the MOU provides that each Participating Municipalities will provide its proportionate share of funds for the Nurse Enhancement Initiative; and

**WHEREAS**, the parties wish to amend the MOU in order to provide the Participating Municipalities’ proportionate share of funds for 2018/2019, with the Town required to contribute \$8,112.00, as set forth in Amendment No. 1 to the MOU attached hereto as Exhibit “A” (“Amendment”); and

**WHEREAS**, the Town Commission finds that the Amendment is in the best interest and welfare of the Town and its residents 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 of Amendment to MOU; Authorization.** The Amendment between the Town, Participating Municipalities and MBCEF, 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 changes as may be approved by the Town Manager and Town Attorney as to form and legal sufficiency.

**Section 3. Implementation.** The Town Manager is authorized to take 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 \_\_\_\_ th day of November, 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 \_\_\_\_\_

\_\_\_\_\_  
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

**AMENDMENT NO. 1  
TO THE MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF MIAMI BEACH, NORTH BAY VILLAGE, THE TOWN OF BAY HARBOR  
ISLANDS, THE TOWN OF SURFSIDE, BAL HARBOUR VILLAGE, AND  
THE MIAMI BEACH CHAMBER EDUCATION FOUNDATION TO IMPLEMENT A  
NURSE ENHANCEMENT INITIATIVE FOR SCHOOL YEAR 2018/2019**

Amendment No. 1 ("**Amendment**") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the **City of Miami Beach, Florida**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal place of business at 1700 Convention Center Drive, Miami Beach, Florida 33139 ("**CITY**"), **North Bay Village** ("**NBV**"), the **Town of Bay Harbor Islands** ("**TBHI**"), the **Town of Surfside** ("**TS**"), **Bal Harbour Village** ("**BHV**"), and the **Miami Beach Chamber Education Foundation, Inc.** ("**MBCEF**") (collectively, the "**Parties**") to amend the Memorandum of Understanding entered into on May 17, 2018 ("**MOU**") as follows:

**RECITALS**

**WHEREAS**, the Parties have determined that a program to provide healthcare services to students attending underserved public schools is in the best interests of the health and public welfare of the City of Miami Beach, North Bay Village, the Town of Bay Harbor Islands, the Town of Surfside, and Bal Harbour Village (the "**Participating Municipalities**"); and

**WHEREAS**, following the Parties' determination that students at North Beach Elementary, Treasure Island Elementary, and Ruth K. Broad Bay Harbor K-8 Center (the "**Participating Schools**") did not have full-time on-site healthcare services and were, thus, underserved as compared to other public schools in the feeder pattern that falls within the City of Miami Beach, the Parties entered into a Memorandum of Understanding on August 19, 2013 for a Nurse Initiative, and another Memorandum of Understanding on April 23, 2014, to provide healthcare services to the **Participating Schools** during the 2013/2014 and the 2014/2015 School Years; and

**WHEREAS**, due to the success of Nurse Initiatives during the 2013/2014 and 2014/2015 School Years, the Parties implemented an enhanced nurse initiative ("Nurse Enhancement Initiative") for the 2015/2016, 2016/2017, and the 2017/2018 School Years for the **Participating Schools** because the basic healthcare services previously funded in the Nurse Initiative by the **Participating Municipalities**, the **MBCEF**, and the Children's Trust, were provided by the Children's Trust via the new School Health Programs, and

**WHEREAS**, the Nurse Enhancement Initiative established at the **Participating Schools** for School Years 2015/2016, 2016/2017, and 2017/2018 was a success and the Parties wish to provide for another nurse enhancement initiative for the 2018/2019 School Year; and

**WHEREAS**, a Nurse Enhancement Initiative should be established at the Participating Schools for School Year 2018/2019 as herein provided and pursuant to a separate agreement to be entered into between **MBCEF** and **TCT**.

**NOW, THEREFORE**, in consideration of the mutual conditions and promises contained herein, the Parties agree to amend the **MOU** as follows:

**1. ABOVE RECITALS.**

The above recitals are true and correct and are incorporated as part of this Amendment.

**2. MODIFICATIONS.**

The **MOU** is hereby amended (deleted items ~~struck through~~ and inserted items underlined) as follows:

(a) Paragraph 3 of the **MOU** is hereby amended and replaced with the following:

1. On or before October 31, 2018, the **Participating Municipalities** shall provide their proportionate share of funds for the 2018/2019 Nurse Enhancement Initiative to **MBCEF**, subject to budget approval by the **Participating Municipalities**, which funds **MBCEF** shall hold in escrow pending the execution of its agreement with **TCT** referenced in paragraph 1. The **Participating Municipalities'** proportionate remaining share of funding for the 2018/2019 School Year shall be paid by October 31, 2018 in the following amounts:

i) **CMB** shall provide funding in the amount of \$15,400.00;

ii) **NBV** shall provide funding in the amount of \$6,600.00;

iii) **TBHI** shall provide funding in the amount of ~~\$3,667.00~~ \$8,112 for 2 days of service at Ruth K. Broad Bay Harbor K-8 Center;

iv) **TS** shall provide funding in the amount of ~~\$3,667.00~~ \$8,112 for 2 days of service at Ruth K. Broad Bay Harbor K-8 Center;

v) **BHV** shall provide funding in the amount of ~~\$3,667.00~~ \$8,112 for 2 days of service at Ruth K. Broad Bay Harbor K-8 Center;

3. **RATIFICATION.**

Except as amended herein, all other terms and conditions of the **MOU** shall remain in full force and effect. In the event there is a conflict between the provisions of this **Amendment** and the **MOU**, the provisions of this **Amendment** shall govern.

**(THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK)**

**IN WITNESS THEREOF**, the Parties hereto have executed by their respective and duly authorized officers the day and year first above written.

**ATTEST:**

**CITY OF MIAMI BEACH**, a Municipal Corporation of the State of Florida

By: \_\_\_\_\_  
Rafael E. Granado, City Clerk

By: \_\_\_\_\_  
Dan Gelber, Mayor

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

*Dan Gelber*  
City Attorney

10-3-18  
Date

**ATTEST:**

**NORTH BAY VILLAGE**, a Municipal  
Corporation of the State of Florida

By: \_\_\_\_\_  
Village Clerk

By: \_\_\_\_\_  
Village Manager

Approved as to form and  
Legal sufficiency

\_\_\_\_\_

**ATTEST:**

**TOWN OF BAY HARBOR ISLANDS**, a Municipal Corporation of the State of Florida

By: \_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_  
Mayor/Town Manager

Approved as to form and  
Legal sufficiency

\_\_\_\_\_



**ATTEST:**

**TOWN OF SURFSIDE**, a Municipal  
Corporation of the State of Florida

By: \_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_  
Mayor/Town Manager

Approved as to form and  
Legal sufficiency

\_\_\_\_\_

**ATTEST:**

**BAL HARBOUR VILLAGE**, a Municipal Corporation of the State of Florida

By: \_\_\_\_\_  
Village Clerk

By: \_\_\_\_\_  
Mayor/Village Manager

Approved as to form and  
Legal sufficiency

\_\_\_\_\_

**ATTEST:**

**MIAMI BEACH CHAMBER EDUCATION  
FOUNDATION**

By: \_\_\_\_\_

By: \_\_\_\_\_

Approved as to form and  
Legal sufficiency

\_\_\_\_\_



**Town of Surfside  
Town Commission Meeting  
November 13, 2018  
7:00pm**

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

**COVER MEMORANDUM**

**Agenda #:** 3F  
**Date:** November 13, 2018  
**From:** Daniel Dietch, Mayor  
**Subject:** Tri-Community Maccabi Haifa Youth Basketball Clinic Non-Profit Support Ratification

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**Objective:** To ratify and approve after-the-fact funding donation for the tri-community Maccabi Haifa Youth Basketball Clinic (Attachment A).

**Consideration:** Over the last eight years, Surfside has sought opportunity to partner with our neighboring communities on a variety of regional initiatives. These initiatives have ranged from a strategically placed shower at 96<sup>th</sup> Street, to a regional skatepark, to combining the routes of our respective circulator buses. Most recently, Bal Harbour Mayor Groisman brought an opportunity to host a basketball clinic for the youth in Surfside, Bal Harbour and Bay Harbor Islands. The opportunity was brought before you at the August 14, 2018 Commission Meeting at which time the funding was approved and a commitment was made to bring back the item for ratification of the after-the-fact approval.

The Maccabi Haifa Youth Basketball Clinic was hosted in Bal Harbour on October 4, 2018. Surfside's Parks and Recreation Department Teen Scene along with the After School Program attended the Maccabi Haifa Youth Basketball Clinic. In total, the Town had over 25 children participate in the Youth Basketball Clinic that included basketball drills and strategies with the professionals from the Maccabi Haifa Basketball Team.

**Recommendation:** To ratify and approve an after-the-fact funding in the amount of \$1,000 for the tri-community Maccabi Haifa Youth Basketball Clinic.

attachment

**ATTACHMENT A**

**Application By Not-For-Profit Charitable Organization For Contributions  
(Financial or In-Kind Assistance) From the Town of Surfside**

**Legal Name of Applicant:** Maccabi Haifa Basketball Club

**Year Established in Florida:** International Club

**Business Address:**

**Business Phone Number:** 305-933-8330 ext.2446

**Contact Name and Phone Number:** Andrew Holtz 305-319-1429

**Contact email address:** aholtz@trianglefs.com

**Business Website URL:** jotform.us/JFedGMW/haifa-hoops-for-kids-donation

**Describe the services you will provide to the Town of Surfside Residents or Businesses with the assistance you will receive from the Town:**

Youth Basketball Clinic

**What assistance do you need from the Town:**

Donation of \$1,000

**Who will be the person in your organization accountable for the assistance the Town provides your organization:**

Maccabi Haifa Professional Basketball Team

**How will you measure and report to the Town how well the assistance was used by your organization:**

Number of kids attending the youth basketball clinic

**If you have provided the intended services to other communities or organizations, please briefly describe them below or attach them to this application:**

This is a joint program to included Bal Harbour , Bay Harbor and Town of Surfside

**If you are not awarded the assistance you are requesting, what do you think it will mean to the community and the Town:**

Joint program to include all 3 surrounding communities to work together to provide a quality Recreational opportunity.

**Please detail any known relationship (familial, business, friendship, etc.), no matter how distant, that your organization has with any elected official or employee of the Town of Surfside:**


N/A



## MEMORANDUM

ITEM NO. 3G

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

**From:** Guillermo Olmedillo, Town Manager 

**Date:** November 13, 2018


**Subject:** Approval of Resolution for an Agreement with USA Software, Inc. for software support and maintenance of the Surfside Police Department Computer Aided Dispatch System, Police Records Management System, Police Report Writing-Mobile Field Reporting, Crime Case Management Tracking/Criminal Intelligence, and Police Property and Evidence Modules

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Currently the Surfside Police Department as well as a number of South Florida Law Enforcement Agencies and agencies throughout the State of Florida utilize the computer software products of USA Software to effectively provide dispatch, reporting, and tracking functions of personnel, property, and reports. It is a vital tool for the efficient operation of the police department.

The budget impact for Fiscal Year 18/19 (10-01-18 through 09-30-19) is \$18,483.79. The budget account for this item is: Repairs and Maintenance, Line Item # 001-3000-521-46-01. Recurring annual software support and maintenance will be according to current pricing.

Staff recommends a motion to approve a resolution for an agreement with USA Software, Inc. to provided software support and maintenance for the Surfside Police Department Computer Aided Dispatch System, Police Records Management System, Police Report Writing, Mobile Field Reporting, Crime Case Management Tracking/Criminal Intelligence, and Police Property and Evidence Modules, and to authorize the software support and maintenance expenditures.

Reviewed by: Chief Julio Yero 

Prepared by: Captain John Bambis 

**RESOLUTION NO. 2018-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT WITH USA SOFTWARE, INC. FOR THE INFORMATION MANAGEMENT SYSTEM SOFTWARE UTILIZED BY THE POLICE DEPARTMENT; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside (“Town”) wishes to enter into a Software Support and Maintenance Agreement with USA Software, Inc., (“Contractor”) for software support services for the Information Management Systems Software utilized by the Town’s Police Department; and

**WHEREAS**, the Contractor has provided a proposal for the services and has agreed to provide the services as provided for in the Agreement, and Addendum thereto, attached hereto as Exhibit “A” (collectively, the “Agreement”); and

**WHEREAS**, the Town Commission finds that the Agreement 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 AS FOLLOWS:**

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

**Section 2. Approval and Authorization.** The Agreement between the Town and Contractor, substantially in the form attached hereto as Exhibit “A,” is hereby approved. The Town Commission authorizes the Town Manager to execute the Agreement 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 and Police Chief are authorized to take any and all action necessary to implement the Agreement and the purposes of this Resolution.

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

**PASSED AND ADOPTED** this 13<sup>th</sup> day of November 2018.

**Moved By:** \_\_\_\_\_

**Second By:** \_\_\_\_\_

**FINAL VOTE ON ADOPTION**

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

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

**ATTEST:**

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

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

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





### **Software Support and Maintenance Agreement**

The following are the terms and conditions under which USA Software agrees to furnish and Customer agrees to accept software support services for the Licensed Program(s) and for the number of workstations and users as listed on the attached Support Schedule A.

- I. **ELIGIBILITY REQUIREMENTS:** Services under this Agreement are applicable only to Information Management Systems Software purchased from USA Software commencing with Version 6.
- II. **TERMS & CONDITIONS:** At the time Customer licenses Licensed Program(s) from USA Software, it may also purchase support services for the Licensed Program(s). All such services shall be upon the following terms and conditions:

1. **Technical Support.** - USA Software will assist with the diagnosis and resolution of "software issues" and/or "configuration issues" with the Licensed Program(s). "Software issues" include technical questions that are directly related to USA Software applications including error messages, unexpected behaviors, etc. "Software issues" do not include training-related questions. USA Software will troubleshoot and fix "software issues" that are completely diagnosed to be an issue with the USA Software application under this agreement. Issues that result from conflicts with any other software applications being installed alongside of a USA Software application on the same computer hardware are not covered under this support agreement. "Configuration issues" include questions that are directly related to the settings and configuration of the USA Software application. "Configuration issues" do not include training-related questions. USA Software will troubleshoot and fix any configuration issues with the original USA Software application if it is shown to differ from the original requirements for the USA Software application.

USA Software will provide the following technical support:

- a. Telephone technical support service to Customer for the purpose of assisting Customer with technical support for the Licensed Program(s). Telephone Technical Support Service is defined as "answering questions requiring a nominal amount of time, usually during the same telephone call" and will be available from 8:30 A.M. until 4:30 P.M., Mondays through Fridays (holidays excluded). Extended, 24 hour, 7 day per week coverage (24x7 support) is also available, for an additional charge, via an addendum to this agreement. In the event any telephone support requires an inordinate amount of time (over five minutes on any one problem or call) Customer may be responsible for the long distance telephone charges for such call(s).
- b. Web-based technical support is provided where available. Customer is responsible for all aspects of configuring their site for communication between USA Software and the Customer site. This includes, but is not limited to, all hardware, internet access, firewall settings, and server access settings. Customer-provided copy of FIPS140-2 compliant remote access software tools/appliances are required.
- c. On site visits either to the USA Software site by Customer or to Customer's site by USA Software and services in addition to telephone service will be charged at the then current labor rates plus expenses. Customer will be informed in advance of incurring any charges.
- d. Technical Support includes software bug fixes and software enhancements for existing, unmodified USA Software applications. See Item #4 below for more.
- e. Technical Support is not a replacement for training. Additional application training is available from USA Software at an additional cost.

- f. Technical support does not cover configuration changes to existing applications and/or additional development to the USA Software application (i.e. custom modifications, reports, etc.). These professional services can be provided for an additional cost.
- g. DOES NOT INCLUDE:
  - a. Restoration of any software and/or data on Customer system due to failure on the part of Customer to adequately backup software and/or data or protect same from virus attacks and/or spyware/adware related issues.
  - b. After hours, weekend, and holiday support which may be contracted for separately.
  - c. Maintenance of any Customer systems other than the Licensed Program(s). This includes, but is not limited to, security settings, hardware maintenance and configuration, network configuration, 3rd party applications that interface with USA Software products, etc.
  - d. Support for any operating system no longer supported by Microsoft.
  - e. Customer agrees to keep Customer's systems up to date, at its own cost and expense, with all of USA Software's most current system requirements. Failure to do so may result in suspension of support.

2. Fees: Customer shall pay to USA Software an annual support fee in advance in the amount set forth in the USA Software invoice/statement accompanying this Agreement. Fees are payable to USA Software in Broward County, Florida and are subject to change without notice except for current agreements for a maximum of 12 months or until expiration date whichever period is shorter. The annual support fee may be increased for any renewal term but no increase shall be more than five percent (5%) over the immediately preceding term. In the event Customer fails to timely pay the annual support fee or discontinues annual support, the USA Software application modules will cease to function. Customer may elect to pay annual support for "selected" modules but, in such event, only those modules for which annual support is paid will function, and those for which annual support is not paid will no longer function. Prices are subject to change in the event additional workstations or users are added. In the event Customer cancels this agreement or otherwise discontinues paying for support, or any portion thereof, and later desires to reinstate or recommence support at a later date, Customer must prepay for annual support at the then current rate PLUS pay for all updates which were released during the time support was suspended at USA Software's standard rates.

3. Term: This Support Agreement shall be for an initial term of twelve (12) months as shown on the invoice/statement accompanying this Agreement and shall automatically renew for consecutive additional twelve month terms unless cancelled in writing at least thirty (30) days prior to the end of any term.

4. Software Maintenance: USA Software shall distribute to Customer updated Licensed Program(s) and/or documentation as soon as they are commercially available. USA Software shall distribute to Customer any new versions, upgrades and/or other enhancements to the Licensed Program(s) which are released, in USA Software's sole discretion, during the maintenance term. Customer acknowledges that certain new versions, upgrades and/or other enhancements to the Licensed Program(s) may require either additional software, hardware or hardware updates, with respect to the Customer's original or current computer system(s), in order for the Licensed Program(s) to function and/or to allow Customer to gain the full benefits of said new versions, upgrades and/or other enhancements to the Licensed Program(s). All costs and responsibilities for such new or additional software and/or hardware shall be borne solely by Customer. Customer is responsible for maintaining a current version of these 3rd party software products.

III. **WARRANTY AND LIMITATION OF LIABILITY:**

1. **EXCEPT AS STATED IN THE APPLICABLE LICENSE AGREEMENT, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES RESPECTING THE LICENSED PROGRAMS, THIS AGREEMENT AND THE SERVICES AND MATERIALS PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES AND REMEDIES SET FORTH IN THE APPLICABLE LICENSE AGREEMENT AND USA SOFTWARE, INC. SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, ORAL OR WRITTEN, EXPRESS OR IMPLIED. USA SOFTWARE, INC., ITS DISTRIBUTORS, DEALERS AND/OR AGENTS MAKE NO EXPRESS OR IMPLIED WARRANTIES TO CUSTOMER WITH REGARD TO THIS AGREEMENT, THE LICENSED PROGRAMS AND THE SERVICES AND MATERIALS PROVIDED THEREWITH, INCLUDING MERCHANTABILITY, FITNESS FOR ANY PURPOSE OR PROPRIETARY RIGHTS OF OTHERS. NEITHER OF THEM SHALL HAVE ANY LIABILITY OR RESPONSIBILITY TO CUSTOMER FOR DAMAGES OF ANY KIND, INCLUDING SPECIAL INDIRECT OR CONSEQUENTIAL DAMAGE, ARISING OUT OF OR RESULTING FROM THIS AGREEMENT, THE LICENSED PROGRAMS, OR THE SERVICES OR MATERIALS MADE AVAILABLE HEREUNDER. IN NO EVENT SHALL USA SOFTWARE, INC. BE LIABLE FOR ANY LOSS OR PROFIT OR ANY OTHER DAMAGES OF ANY KIND. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.**
2. USA Software will not be liable for any failure or delay in performance due in whole or in part to any cause beyond USA Software's reasonable control. In no event shall USA Software be liable to Customer for any claim, whether in contract or tort that arose more than eighteen months prior to institution of suit thereon.

IV. **GENERAL**

1. Customer may not assign any of its obligations, rights or remedies under this Agreement and any such attempted assignment shall be null and void.
2. The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.
3. Customer agrees that USA Software may perform such tests as USA Software shall deem reasonably necessary to monitor compliance with applicable software licenses at any time, with or without notice, during normal business hours.
4. That the Software License Agreement for the products covered herein and the USA Software Terms and Conditions of Sale are incorporated herein by reference and made a part hereof. That if any term of this agreement and the applicable License Agreement are inconsistent or contrary the applicable License Agreement shall govern.
5. This Agreement shall be deemed made and entered into in Broward County, Florida and shall be governed by the laws of the State of Florida. Customer agrees that venue for any suit or action arising out of or in connection with this Agreement, the Licensed Program(s) or any support or materials provided herewith, or any other matter involving USA Software, including but not limited to rescission, can and shall only be maintained in Broward County, Florida and Customer hereby submits to the jurisdiction of the courts in Broward County, Florida for any such suit and Customer hereby waives all rights to trial by jury.

6. Customer agrees that USA Software's entire liability, if any, for any cause whatsoever arising out of this Agreement shall not exceed the amount Customer actually paid to USA Software to purchase the support.
7. This Agreement constitutes the entire and sole agreement of the parties hereto and supersedes all prior agreements, understandings, oral or written, expressed or implied, with respect to the subject matter hereof. There are no contemporaneous oral agreements or understandings between the parties other than those contained or incorporated herein. This Agreement may not be amended or modified except in writing.
8. In the event any litigation is instituted by either party under or as a result of this Agreement, the prevailing party shall be entitled to its reasonable attorneys fees from the non-prevailing party.
9. This agreement hereby incorporates the CJIS Security Addendum approved by the Director of the FBI, acting for the U.S Attorney General, as referenced in Title 28 CFR 20.33 (a) (7).

**Accepted and agreed to:**

**Customer name: *Surfside Police Department***

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Not effective until accepted by an authorized representative of USA Software.**

**Accepted by USA Software on the \_\_\_ day of \_\_\_\_\_, 20\_\_.**

**By:** \_\_\_\_\_  
**Authorized USA Software Signatory**

**SUPPORT SCHEDULE A**

***This Support Schedule outlines the software (Licensed Programs) to be included with the USA Software Support and Maintenance Agreement provided to Customer.***

<b><u>Item #</u></b>	<b><u>Software name</u></b>	<b><u>Quantity</u></b>
<b>1</b>	<b>CrimeFile® IMS Records Management System</b> <b>excludes - Internal Affairs File IMS, EvidenceFile IMS,</b> <b>Personnel Inventory, Tow Rotation, and Parking/COV Tracking</b>	<b>1</b>
<b>2</b>	<b>CADFile® IMS Computer Aided Dispatch</b>	<b>1</b>
<b>3</b>	<b>MobileFile IMS® MDS Mobile Data System</b>	<b>1</b>
<b>4</b>	<b>MobileFile IMS® eForms Field Reporting System</b>	<b>1</b>

**ADDENDUM TO SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT  
BETWEEN THE TOWN OF SURFSIDE, FLORIDA AND  
USA SOFTWARE, INC.**

**THIS ADDENDUM TO SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT** (“Addendum”) is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2018, by and between **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (hereinafter referred to as “Town” or “Customer”) and **USA SOFTWARE, INC.**, a Florida corporation (hereinafter referred to as “Contractor”).

WITNESSETH:

**WHEREAS**, the Town and Contractor wish to enter into that certain Software Support and Maintenance Agreement, and this Addendum, for the purpose of Contractor providing software support services in connection with the Information Management Systems Software purchased from Contractor for the Town of Surfside Police Department (hereinafter, the “Agreement”); and

**WHEREAS**, the Town and Contractor desire to add to and amend certain provisions of the Agreement as hereinafter provided.

**NOW, THEREFORE**, for and in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Town and Contractor desiring to be legally bound, do hereby agree and covenant, notwithstanding the terms and conditions of the Agreement, as follows:

1. **Addendum Controls**. In the event of any conflict between this Addendum and the Agreement, the terms of this Addendum shall prevail and govern.
2. **Defined Terms**. All initial capitalized terms used in this Addendum shall have the same meaning as set forth in the Agreement unless otherwise provided.
3. **Recitals**. The recitals set forth above are incorporated herein and made a part of this Addendum.
4. **Insurance**. The following insurance provision is added to the Agreement:
  - 4.1. Contractor shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Contractor’s insurance and shall not contribute to the Contractor’s insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section 4 and may be increased by the Town as it deems necessary or prudent.

- 4.2. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
- 4.3. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to the Agreement who is not covered by Worker's Compensation insurance.
- 4.4. Business Automobile Liability with minimum limits of \$500,000 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.
- 4.5. Cyber Liability Insurance with minimum limits of \$2,000,000 per Occurrence.
- 4.6. **Certificate of Insurance.** Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured, no later than ten (10) days after award of this Agreement and prior to the execution of the Agreement by Town and prior to commencing any Services. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of the Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to the Agreement and shall state that such insurance is as required by the Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.
- 4.7. **Additional Insured.** 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 Contractor in performance of the Agreement. The Contractor'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 Contractor's insurance. The Contractor'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.

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

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

5. **Indemnification.** The following provision is added to the Agreement: Contractor shall protect, defend, indemnify, save and hold harmless the Town, all departments, agencies, boards and commissions, its officers, agents, servants and employees, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any way grow out of the services and any negligent act or omission of the Contractor, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the Town as a result of any claim, demands, and/or causes of action. Nothing in this indemnification or the Agreement is intended to act as a waiver of the Town's sovereign immunity rights, including those provided under section 768.28, Florida Statutes. This indemnification shall survive the expiration or termination of the Agreement.

6. **Notices/Authorized Representatives.** The following provision is added to the Agreement: Any notices required by the Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Town:                   Town of Surfside  
Town Manager  
9293 Harding Avenue  
Surfside, Florida 33154

With a copy to:               Town Attorney  
Town of Surfside  
9293 Harding Avenue  
Surfside, Florida 33154

For the Contractor:       USA Software, Inc.  
Attention: Forrest Spencer, Jr.  
9900 Stirling Road, Suite 499  
Cooper City, Florida 33024

7. **Ownership and Access to Records; Public Records.** The following provision is added to the Agreement: Notwithstanding anything to the contrary in the Agreement, the Agreement and all work, deliverables and services provided by the Contractor are subject to Florida's Public Records Law (Chapter 119, Florida Statutes, including but not limited to the following:



- 7.1. All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Contractor providing the Work to the Town under the Agreement shall be the property of the Town.
- 7.2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under the Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. 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, and following completion of the Agreement until the records are transferred to the Town.
- 7.3. Upon request from the Town custodian of public records, 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.
- 7.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- 7.5. 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 Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor 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 Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 7.6. Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- 7.7. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of the Agreement by the Town.

**Section 119.0701(2)(a), Florida Statutes**

**IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

**Custodian of Records:                    SANDRA NOVOA, MMC,  
TOWN CLERK**

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

**Telephone number:** 305-887-9541

**Email:** [snovoa@townofsurfsidefl.gov](mailto:snovoa@townofsurfsidefl.gov)

8. **Compliance with Laws.** Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out the deliverables or services under the Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the services under the Agreement.
9. **Counterparts.** This Addendum may be executed in counterparts and any counterpart evidencing signature by one party may be delivered by telecopy, facsimile or electronic mail. Each executed counterpart of this Addendum will constitute an original document and all executed counterparts, together, will constitute the same Agreement.
10. **Attorney's Fees and Waiver of Jury Trial.** 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. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]  
[SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF**, the parties hereto have caused this Addendum on the dates set forth below their respective signatures.

<p>ATTEST:</p> <p>_____</p> <p>Town Clerk</p>	<p><b>TOWN:</b></p> <p><b>TOWN OF SURFSIDE, FLORIDA</b>, a Florida municipal corporation</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p><b>APPROVED AS TO LEGAL FORM AND SUFFICIENCY:</b></p> <p>_____</p> <p>Town Attorney</p>	
	<p><b>Contractor</b></p> <p><b>USA SOFTWARE, INC.</b>, a Florida corporation</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>



**INVOICE**

September 5, 2018

Invoice Number:

303439

SURFSIDE POLICE DEPARTMENT  
9293 HARDING AVENUE  
SURFSIDE FL 33154

Order Date      Terms      Ordered By      Purchase Order#

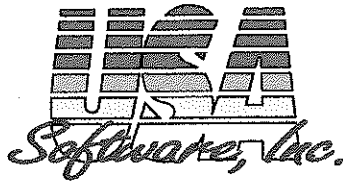
09/05/2018      NET 30

DETAIL#	MODULE_ID	MODULE	QUANTITY	PRICE	EXTENSION
1	53	Support Contract - Renewal Contract Dates will run from 10/01/2018 - 09/30/2019	1	18,483.79	18,483.79

**Total**      18,483.79

**Please refer to the above Invoice Number to receive proper credit for payment. Remit all payments to:**

**USA Software, Inc.  
9900 Stirling Road, Suite 499  
Cooper City, Florida 33024  
(954) 436-3911**



August 01, 2018

SURFSIDE POLICE DEPARTMENT  
9293 HARDING AVENUE  
SURFSIDE, FL 33154

Computer System Manager:

This letter is to inform you that your USA Software, Inc. Annual Software Support & Maintenance Agreement will expire 09/30/2018. Please plan accordingly as you prepare your new budget.

Annual Support & Maintenance Agreements are available from USA Software, Inc. and are for one-year periods. Your Agreement is \$ 18,483.79 per year (price subject to change).

#### **SUPPORT & MAINTENANCE AGREEMENT FEATURES**

- \* Unlimited telephone technical support on products listed in your USA Software Software Support & Maintenance Agreement, Schedule A.
- \* Customers who upgrade to, or purchase, Version 6 or higher of USA Software products and who keep their Annual Software Support & Maintenance Agreement active and current, will receive future version releases of, as well as upgrades and bug fixes to, USA Software products of the same database type at no cost for the software. There may, however, be some costs associated with these version releases, upgrades, etc., that are beyond USA Software, Inc. control, such as third party user licensing fees, etc., which are passed on to the customer. Upgrades to other databases, such as Microsoft SQL Server, Oracle, etc., will be chargeable upgrades.
- \* Referral Policy - if another agency (Police/Fire/EMS) purchases a USA Software, Inc. system as a result of a qualified sales lead furnished by your agency, we will give you a standard USA Software, Inc. module free of charge.

If you would like additional information on the USA Software, Inc. Annual Software Support & Maintenance Agreement, please feel free to call us at 954-436-3911.

To renew your agreement, please send a check or purchase order to USA Software, Inc. in the amount listed above.


Please mail remittance to: USA Software, Inc.  
9900 Stirling Road  
Suite 499  
Cooper City, FL 33024





## MEMORANDUM

ITEM NO. 3H

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Guillermo Olmedillo, Town Manager   
**Date:** November 13, 2018  
**Subject:** Miami-Dade County Homeless Trust

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The Miami-Dade County Homeless Trust (Trust), established in 1994 ([www.homelesstrust.org](http://www.homelesstrust.org)), is tasked with assisting the homeless and addressing homelessness in the County. A major funding source for the Trust is the County's dedicated 1% tourism development tax on food & beverage. As Surfside has its own Resort Tax, the Town does not directly contribute to the Trust. However, the Town does receive the benefits of the County's Community Homeless Plan.

By funding this initiative, the Town would assign a \$50,000 fixed dollar contribution to the Miami-Dade County Homeless Trust for the first time in an effort to support the organization tasked with addressing homelessness within the County; an issue that affects all of the municipalities within Miami-Dade. If this initiative is not funded, the Town will continue to enjoy the benefits of the County's Community Homeless Plan

The \$50,000 funding for this initiative is identified in the adopted FY2018/2019 budget.

There will be no impact to staff.

The attached resolution authorizes providing the \$50,000 payment to the Trust as identified in the adopted FY2018/2019 budget.

.

Reviewed by

Prepared by 

**RESOLUTION NO. 2018-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A \$50,000 CONTRIBUTION TO THE MIAMI-DADE COUNTY HOMELESS TRUST; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR EFFECTIVE DATE.**

**WHEREAS**, the Miami-Dade County Homeless Trust (the “Trust”) was established in 1994 by Miami-Dade County Ordinance No. 94-66 to administer proceeds of a one-percent food and beverage tax known as the “Homeless and Domestic Violence Tax,” implement the Miami-Dade County Community Homeless Plan, and serve in an advisory capacity to the Board of County Commissioners on issues involving homelessness; and

**WHEREAS**, the Homeless and Domestic Violence Tax is collected on all food and beverage sales by establishments licensed by the State of Florida to sell alcoholic beverages for consumption on the premises that make over \$400,000 in gross receipts annually, except for hotels and motels; and

**WHEREAS**, the Homeless and Domestic Violence Tax is collected throughout Miami-Dade County, however establishments within the Town of Surfside (“Town”) are exempt pursuant to Section 212.0306(2)(d), Florida Statutes due to the fact that the Town imposes a municipal resort tax; and

**WHEREAS**, despite the fact that the Town does not directly contribute to the Trust, it receives the benefits of the Trust’s work and implementation of the Miami-Dade County Community Homeless Plan; and

**WHEREAS**, the Town Commission desires to contribute \$50,000.00 to the Trust in order to support the Trust and its initiatives of which the Town benefits; and

WHEREAS, the Town Commission finds that this Resolution is in the best interest and welfare of the residents of the Town.

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

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

**Section 2. Approving Contribution.** That the Town Commission approves the contribution of \$50,000.00 to the Trust.

**Section 3. Implementation.** The Town Manager and Administration are directed to take any and all action necessary to accomplish the purposes of this Resolution.

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

**PASSED AND ADOPTED** on this 13<sup>th</sup> day of November, 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 \_\_\_\_\_

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



Attest:

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Sandra Novoa, MMC  
Town Clerk

Approved as to Form and Legal Sufficiency:

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



# MEMORANDUM

ITEM NO. 31

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

**From:** Guillermo Olmedillo, Town Manager 

**Date:** November 13, 2018

**Subject:** Resolution authorizing Mutual Aid Agreement between the City of Miami Beach Police Department and the Town of Surfside Police Department.

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It is the responsibility of the Town of Surfside and the City of Miami Beach to ensure the public safety of their citizens by providing adequate police service to address any foreseeable routine or emergency situation; and because of existing and continuing possibility of the occurrence of law enforcement problems and other natural or manmade conditions which are likely to be, beyond the control of the services, personnel, equipment or facilities of the participating police departments; these municipalities have the authority to enter into a Mutual Aid Agreement in order to adequately address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the municipalities. The Mutual Aid Agreement specifies the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations.

The Town of Surfside Police Department has mutual aid agreements with many Miami-Dade County law enforcement agencies. The Town of Surfside and the City of Miami Beach are located in a way that it is advantageous to receive and extend mutual aid in the form of law enforcement services and resources. The new Mutual Aid Agreement between the Town of Surfside Police Department and the City of Miami Beach Police Department will be in effect upon execution and approval by both parties and shall continue in full force and effect until December 31, 2024. The Surfside Police Department requires approval and authorization to enter into the new Mutual Aid Agreement at the request of the City of Miami Beach Police Department.

Staff request a motion to approve a Resolution authorizing the Mutual Aid Agreement between the City of Miami Beach and the Town of Surfside Police Departments.

Prepared by JY

RESOLUTION NO. 2018-30463

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE MUTUAL AID AGREEMENTS WITH THE FOLLOWING GOVERNMENTAL AGENCIES: 1) VILLAGE OF EL PORTAL, FLORIDA; 2) FLORIDA CITY, FLORIDA; 3) CITY OF HIALEAH, FLORIDA; 4) CITY OF BAL HARBOR, FLORIDA; 5) INDIAN CREEK VILLAGE, FLORIDA; 6) VILLAGE OF KEY BISCAYNE, FLORIDA; 7) MIAMI SHORES VILLAGE, FLORIDA; 8) CITY OF BAY HARBOR ISLANDS, FLORIDA; 9) CITY OF NORTH MIAMI, FLORIDA; 10) CITY OF NORTH MIAMI BEACH, FLORIDA; 11) VILLAGE OF PINECREST, FLORIDA; 12) CITY OF BISCAYNE PARK, FLORIDA; 13) CITY OF CORAL GABLES, FLORIDA; 14) TOWN OF SURFSIDE, FLORIDA; 15) CITY OF SWEETWATER, FLORIDA; 16) CITY OF VIRGINIA GARDENS, FLORIDA; 17) CITY OF DORAL, FLORIDA; 18) CITY OF HIALEAH GARDENS, FLORIDA; 19) CITY OF MEDLEY, FLORIDA; 20) SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA; 21) CITY OF MIAMI SPRINGS, FLORIDA; 22) CITY OF OPA-LOCKA, FLORIDA; FOR THE PURPOSE OF COORDINATING LAW ENFORCEMENT PLANNING, OPERATIONS, AND MUTUAL AID BENEFIT BETWEEN THE CITY OF MIAMI BEACH AND THE VILLAGE OF EL PORTAL, FLORIDA CITY, FLORIDA, CITY OF HIALEAH, CITY OF BAL HARBOR, INDIAN CREEK VILLAGE, VILLAGE OF KEY BISCAYNE, MIAMI SHORES VILLAGE, CITY OF BAY HARBOR ISLANDS, CITY OF NORTH MIAMI, CITY OF NORTH MIAMI BEACH, VILLAGE OF PINECREST, CITY OF BISCAYNE PARK, CITY OF CORAL GABLES, TOWN OF SURFSIDE, CITY OF SWEETWATER, CITY OF VIRGINIA GARDENS, CITY OF DORAL, CITY OF HIALEAH GARDENS, CITY OF MEDLEY, SCHOOL BOARD OF MIAMI-DADE COUNTY, CITY OF MIAMI SPRINGS, AND THE CITY OF OPA-LOCKA.

**WHEREAS**, it is the responsibility of the respective governments of the City of Miami Beach and the Village of El Portal, Florida City, City of Hialeah, City of Bal Harbor, Indian Creek Village, Village of Key Biscayne, Miami Shores Village, City of Bay Harbor Islands, City of North Miami, City of North Miami Beach, Village of Pinecrest, City of Biscayne Park, City of Coral Gables, Town of Surfside, City of Sweetwater, City of Virginia Gardens, City of Doral, City of Hialeah Gardens, City of Medley, School Board of Miami-Dade County, City of Miami Springs, and the City of Opa-Locka, Florida, to ensure the public safety of their citizens by providing adequate levels of police service to address any foreseeable routine or emergency situation; and

**WHEREAS**, the existence of, and continuing possibility that there may be the occurrence of law enforcement problems, and other natural and man-made conditions which are, or are likely to be, beyond the control of services, personnel, equipment, or facilities of the City of Miami Beach Police Department and the Village of El Portal Police Department, Florida City Police Department, City of Hialeah Police Department, City of Bal Harbor Police Department, Indian Creek Village Police Department, Village of Key Biscayne Police Department, Miami Shores Village Police Department, City of Bay Harbor Islands Police Department, City of North Miami Police Department, City of North Miami Beach Police Department, Village of Pinecrest Police Department, City of Biscayne Park Police Department, City of Coral Gables Police Department, Town of Surfside Police Department, City of Sweetwater Police Department, City of Virginia Gardens Police Department, City of Doral Police Department, City of Hialeah Gardens Police Department, City of Medley Police Department, Miami-Dade Schools Police Department, City of Miami Springs Police Department, and the City of Opa-Locka Police Department; and

**WHEREAS**, it is necessary to ensure that these law enforcement agencies will be adequate resources to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the City of Miami Beach and the Village of El Portal, Florida City, City of Hialeah, City of Bal Harbor, Indian Creek Village, Village of Key Biscayne, Miami Shores Village, City of Bay Harbor Islands, City of North Miami, City of North Miami Beach, Village of Pinecrest, City of Biscayne Park, City of Coral Gables, Town of Surfside, City of Sweetwater, City of Virginia Gardens, City of Doral, City of Hialeah Gardens, City of Medley, School Board of Miami-Dade County, City of Miami Springs, and the City of Opa-Locka, Florida; and

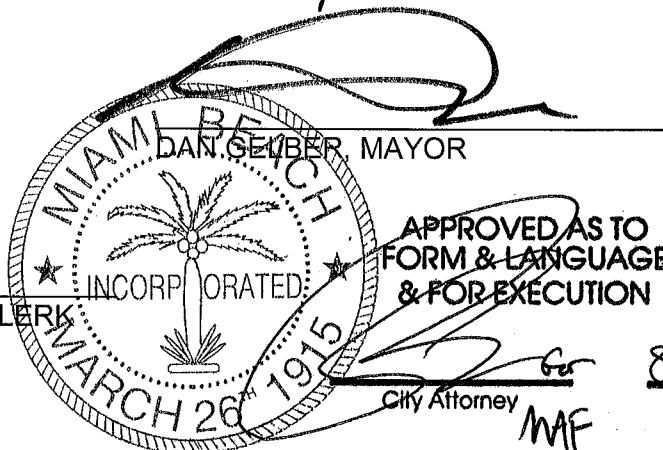
**WHEREAS**, the City of Miami Beach and the Village of El Portal, Florida City, City of Hialeah, City of Bal Harbor, Indian Creek Village, Village of Key Biscayne, Miami Shores Village, City of Bay Harbor Islands, City of North Miami, City of North Miami Beach, Village of Pinecrest, City of Biscayne Park, City of Coral Gables, Town of Surfside, City of Sweetwater, City of Virginia Gardens, City of Doral, City of Hialeah Gardens, City of Medley, School Board of Miami-Dade County, City of Miami Springs, and the City of Opa-Locka, Florida, have the authority under Chapter 23 of the Florida Statutes, known as the "Florida Mutual Aid Act," to enter into Voluntary Cooperation and Operational Assistance Mutual Aid Agreements.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the City Manager and City Clerk are authorized to execute Mutual Aid Agreements with the following governmental agencies: 1) Village of El Portal, Florida; 2) Florida City, Florida; 3) City of Hialeah, Florida; 4) City of Bal Harbor, Florida; 5) Indian Creek Village, Florida; 6) Village of Key Biscayne, Florida; 7) Miami Shores Village, Florida; 8) City of Bay Harbor Islands, Florida; 9) City of North Miami, Florida; 10) City of North Miami Beach, Florida; 11) Village Of Pinecrest, Florida; 12) City of Biscayne Park, Florida; 13) City of Coral Gables, Florida; 14) Town of Surfside, Florida; 15) City of Sweetwater, Florida; 16) City of Virginia Gardens, Florida; 17) City of Doral, Florida; 18) City of Hialeah Gardens, Florida; 19) City of Medley, Florida; 20) School Board of Miami-Dade County, Florida; 21) City of Miami Springs, Florida; 22) City of Opa-Locka, Florida; for the purpose of coordinating law enforcement planning, operations, and mutual aid benefit between the City of Miami Beach and the Village of El Portal, Florida City, City of Hialeah, City of Bal Harbor, Indian Creek Village, Village of Key Biscayne, Miami Shores Village, City of Bay Harbor Islands, City of North Miami, City of North Miami Beach, Village of Pinecrest, City of Biscayne Park, City of Coral Gables, Town of Surfside, City of Sweetwater, City of Virginia Gardens, City of Doral, City of Hialeah Gardens, City of Medley, School Board of Miami-Dade County, City of Miami Springs, and the City of Opa-Locka, Florida.

**PASSED and ADOPTED** this 12 day of September, 2018.

**ATTEST:**

  
9/27/18  
RAFAEL E. GRANADO, CITY CLERK



8/10/18  
Date

**RESOLUTION NO. 2018 \_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT BETWEEN THE TOWN OF SURFSIDE, FLORIDA AND CITY OF MIAMI BEACH, FLORIDA FOR POLICE VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, it is the responsibility of the Town Commission to ensure the public safety of its residents, businesses and guests of the Town of Surfside (the “Town”) by providing adequate levels of public services, including police protection and enforcement; and

**WHEREAS**, there may be natural or manmade disasters, emergencies and other major law enforcement problems that may cross jurisdictional boundaries; and

**WHEREAS**, the Town Commission wishes to approve the law enforcement Mutual Aid Agreement between the Town of Surfside and City of Miami Beach, Florida for voluntary cooperation and operational assistance (the “Agreement”) as attached hereto as Exhibit “A”, which provides the Town with assurances of adequate levels of law enforcement services; and

**WHEREAS**, Chapter 23, Florida Statutes, the Florida Mutual Aid Act, authorizes municipalities to enter into Mutual Aid Agreements for the rendering of law enforcement assistance.

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

**Section 1.    Recitals.**    The recitals are true and correct and incorporated in the Resolution.

**Section 2.    Approval of Agreement.**    The Agreement attached hereto as Exhibit “A” is approved.

**Section 3. Authorization and Implementation.** The execution by the Town Manager and/or Chief of Police of the Agreement, as attached hereto as Exhibit “A”, is hereby approved. The Town Manager and Chief of Police are hereby further authorized to do all necessary things 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** on this 13<sup>th</sup> day of November, 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 \_\_\_\_\_

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

Attest:

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

Approved as to Form and Legal Sufficiency:

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

**VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE  
MUTUAL AID AGREEMENT  
BETWEEN THE TOWN OF SURFSIDE, FLORIDA AND  
THE CITY OF MIAMI BEACH, FLORIDA**

This Voluntary Cooperation and Operational Assistance Mutual Aid Agreement ("Cooperation Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2018 ("Effective Date"), by and between the CITY OF MIAMI BEACH, FLORIDA, a municipal corporation having its principal office at 1700 Convention Center Drive, Miami Beach, Florida 33139, and the TOWN OF SURFSIDE, FLORIDA, having its principal office at 9293 Harding Avenue, Surfside, FL 33154, state as follows:

**RECITALS**

WHEREAS, it is the responsibility of the governments of the Town of Surfside, Florida, and the City of Miami Beach, Florida, to ensure the public safety of their respective citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of the Town of Surfside Police Department or the City of Miami Beach Police Department; and

WHEREAS, in order to ensure that preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the Town of Surfside, Florida, and the City of Miami Beach, Florida; and

WHEREAS, it is to the advantage of each law enforcement agency to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Continuing, multi jurisdiction law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and
- (2) Intensive situations including but not limited to emergencies as defined under Section 252.34 of the Florida Statutes, or requests for certain law enforcement services specified herein and as defined under Section 23.1225 of the Florida Statutes; and

WHEREAS, the Town of Surfside and the City of Miami Beach have the voluntary cooperation and assistance authority under the Florida Mutual Aid Act, Sections 23.12 - 23.127 of the Florida Statutes, to enter into this Voluntary Cooperation and Operational Assistance Mutual Aid Agreement ("Cooperation Agreement") for law enforcement service which:

- (1) Permits voluntary cooperation and operational assistance of a routine law enforcement nature across jurisdictional lines as allowed under Section 23.1225, of the Florida Statutes; and
- (2) Provides for rendering of assistance in a law enforcement emergency as defined in Section 252.34 of the Florida Statutes.

NOW THEREFORE, BE IT KNOWN that the Town of Surfside, Florida, and the City of Miami Beach, Florida, in consideration for mutual promises to render valuable aid in times of

necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

## **SECTION I. PROVISIONS FOR VOLUNTARY COOPERATION**

Each of the aforesaid law enforcement agencies hereby approve and enter into this Cooperation Agreement whereby each of the agencies may request and render law enforcement assistance to the other in dealing with any violations of Florida Statutes to include, but not necessarily be limited to, investigating sex offenses, robberies, assaults, batteries, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893 of the Florida Statutes, backup services during patrol activities, and interagency task forces and/or joint investigation as set forth pursuant to, and under the authority of Chapter 23 of the Florida Statutes.

## **SECTION II. PROVISIONS FOR OPERATIONAL ASSISTANCE**

The aforesaid law enforcement agencies hereby approve and enter into this Cooperation Agreement whereby each of the agencies may request and render law enforcement assistance to the other to include, but not necessarily be limited to dealing with, the following:

1. Joint multi-jurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations and assemblies, controversial trials, political conventions, labor disputes, and strikes.
3. Any natural disaster.
4. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
5. Terrorist activities including, but not limited to, acts of sabotage.
6. Escapes from, or disturbances within, prisoner processing facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person calls.
9. Enemy attack.
10. Transportation of evidence requiring security.
11. Major events, e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
12. Security and escort duties for dignitaries.
13. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bomb, crime scene and police information.
14. Emergency situations in which one agency cannot perform its functional objective.
15. Joint training in areas of mutual need.
16. Joint multi-jurisdictional marine interdiction operations.

The following procedures will apply in mutual aid operations:

1. Mutual aid requested or rendered will be approved by the Chief of Police, or designee.
2. Specific reporting instructions for personnel rendering mutual aid will be included in the request for mutual aid. In the absence of such instructions, personnel will report to the ranking on-duty supervisor on the scene.



3. Communications instructions will be included in each request for mutual aid and each agency's communications centers will maintain radio contact with each other until the mutual aid situation has ended.
4. Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures of the requesting agency, or directors involved.

### **SECTION III. PROCEDURE FOR REQUESTING ASSISTANCE AND LIMITATIONS OF ASSISTANCE**

In the event that a party to this Cooperation Agreement is in need of assistance as set forth above, the Chief of Police or his/her designee, shall notify the Chief of Police or his/her designee from whom such assistance is requested. The Chief of Police or authorized agency representative whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors, if necessary, and will respond in a manner he/she deems appropriate.

The Chief of Police in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized, and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

Should a law enforcement officer be in another subscribed agency's jurisdiction for matters of a routine nature, such as traveling through the area on routine business, attending a meeting or going to or from work, and a violation of Florida Statutes occurs in the presence of said party, representing his/her respective agency, **HE/SHE SHALL ONLY BE EMPOWERED TO RENDER ENFORCEMENT ASSISTANCE AND ACT IN ACCORDANCE WITH FLORIDA LAW**. Should enforcement assistance be taken, said party shall notify the agency having normal jurisdiction, and upon the latter's arrival, turn the situation over to them and offer any assistance requested, including but not limited to, a follow-up written report documenting the event and the actions taken. This provision, so prescribed in this paragraph, shall not grant general authority to conduct investigations, serve warrants, and/or subpoenas or to respond without request to emergencies already being addressed by the agency of normal jurisdiction, but is intended to address critical, life-threatening or public safety situations, prevent bodily injury to citizens, or secure apprehension of criminals whom the law enforcement officer may encounter and such encounter results in a breach of the peace.

The parties acknowledge that the policy of the Florida Mutual Aid Act is to provide a means to deal with disasters, emergencies, and other major law enforcement problems. This Cooperation Agreement shall not extend police powers beyond the specific additional authority granted by the Legislature in Chapter 23 of the Florida Statutes, which intent was to assure the continued functioning of law enforcement in times of emergencies or in areas where major law enforcement efforts were being thwarted by jurisdictional barriers, and the respective parties, police officers and authority are limited to those instances where the subject matter of the investigation originates inside the municipal city limits.

### **SECTION IV. COMMAND AND SUPERVISORY RESPONSIBILITY**

The personnel and equipment that are assigned by the assisting Agency shall be under the immediate command of a supervising officer designated by the assisting Agency. Such

supervising officer shall be under the direct supervision and command of the Chief of Police or his/her designee of the agency requesting assistance.

## **SECTION V. CONFLICTS**

Whenever an officer is rendering assistance pursuant to this Cooperation Agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his/her own employer. If any such rule, regulation, personnel policy general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure shall control and shall supersede the direct order.

## **SECTION VI. HANDLING COMPLAINTS**

Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Cooperation Agreement, the Chief of Police or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

1. The identity of the complainant.
2. An address where the complaining party can be contacted.
3. The specific allegation
4. The identity of the employees accused without regard as to agency affiliation.

If it is determined that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

## **SECTION VII. LIABILITY**

Each party engaging in any mutual cooperation and assistance, pursuant to this Cooperation Agreement, agrees to assume full and final responsibility for the acts, omissions or conduct of such party's own employees while engaged in rendering such aid pursuant to this Cooperation Agreement, subject to the provisions of Section 768.28 of the Florida Statutes, where applicable.

## **SECTION VIII. POWERS, PRIVILEGES, IMMUNITIES AND EXPENDITURES**

(a) Employees of the Town of Surfside and the City of Miami Beach, when actually engaging in mutual cooperation and assistance outside of their normal jurisdictional limits but inside this State, under the terms of this Agreement, shall pursuant to the provisions of Section 23.127(1) of the Florida Statutes (as amended) and this Agreement, have the same powers,

duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.

(b) Each party agrees to furnish necessary personnel equipment, resources and facilities and to render services to each other party to this Cooperation Agreement as set forth above; provided however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.

(c) A party that furnishes equipment pursuant to this Cooperation Agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

(d) The agency furnishing aid pursuant to this Cooperation Agreement shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid.

(e) To the extent provided by applicable law, ordinance, or rule, the privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this Cooperation Agreement. The provisions of this section shall apply to paid, volunteer, and reserve employees.

(f) Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

(g) Should the Town of Surfside receive reimbursement for expenditures from a third party for a mutual aid event covered by this Cooperation Agreement, the City of Miami Beach shall be eligible to receive an equitable reimbursement share for any actual costs or expenses incurred that are directly attributable to the event, provided such costs and expenses are authorized by the third party for reimbursement purposes.

(h) Should the City of Miami Beach receive reimbursement for expenditures from a third party for a mutual aid event covered by this Cooperation Agreement, the Town of Surfside shall be eligible to receive an equitable reimbursement share for any actual costs or expenses incurred that are directly attributable to the event, provided such costs and expenses are authorized by the third party for reimbursement purposes.

(i) The parties acknowledge that the City of Miami Beach and the Town of Surfside are authorized to pursue any property seized pursuant to the Florida Contraband Forfeiture Act. Each party shall have the exclusive authority to initiate forfeiture proceedings originating in its respective jurisdiction under the Florida Contraband Act for any matters which arise from a mutual aid event that is covered by this Cooperation Agreement. Each respective party, upon successfully prosecuting a forfeiture action, shall equitably share in those proceeds seized, as

acceptable by the Chief of Police of the City of Miami Beach and Chief of Police for the Town of Surfside.

**SECTION IX. INSURANCE**

Each party shall provide, upon request, satisfactory proof of liability insurance by one or more of the means specified in Section 768.28(16)(a) of the Florida Statutes, in an amount which is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify all parties to this agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change.

**SECTION X. EFFECTIVE DATE**

This Agreement shall take effect upon execution and approval by both parties and shall continue in full force and effect until December 31, 2024. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

**SECTION XI. CANCELLATION**

Either party may cancel its participation in this Agreement at any time upon delivery of written notice to the other party.

In witness whereof, the parties hereto cause to these presents to be signed on the date specified.

AGREED TO AND ACKNOWLEDGED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF MIAMI BEACH, FLORIDA

TOWN OF SURFSIDE, FLORIDA

\_\_\_\_\_  
DANIEL J. OATES  
CHIEF OF POLICE

\_\_\_\_\_  
JULIO YERO  
CHIEF OF POLICE

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
JIMMY L. MORALES  
CITY MANAGER

\_\_\_\_\_  
GUILLERMO OLMEDILLO  
TOWN MANAGER

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

**ATTEST:**

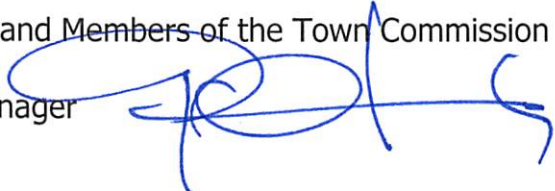
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RAFAEL E. GRANADO, CITY CLERK

\_\_\_\_\_  
SANDRA NOVOA, MMC TOWN CLERK



# MEMORANDUM

ITEM NO. 3J

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Guillermo Olmedillo, Town Manager   
**Date:** November 13, 2018  
**Subject:** Parks and Recreation Department Replacement Vehicle

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Funds have been budgeted for FY 2019 for the purchase of a replacement vehicle for the Parks and Recreation Department. This vehicle will be the main transportation for the Parks and Recreation Department to service events, programs and the day to day operations of the department when needed. The existing vehicle is over ten years old and due to be replaced.

Funds have been budgeted and approved for FY 2019 in Parks and Recreation for this purchase. The purchase will be done under the State of Florida Department of Management Services Contract.

Town Commission approval is requested for the purchase to continue the service the day to day operations of the Parks and Recreation Department.

Reviewed by TM



Prepared by TM



RESOLUTION NO. 18 - \_\_\_\_\_

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING AND APPROVING THE PURCHASE OF A 2019 FORD ESCAPE FOR THE PARKS AND RECREATION DEPARTMENT AND EXPENDITURE OF FUNDS NOT TO EXCEED \$21,000.00 FROM THE FISCAL YEAR 2018/2019 BUDGET; FINDING THAT THE PURCHASE IS EXEMPT FROM PROCUREMENT PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside's Parks and Recreation Department is seeking to purchase a vehicle for its operations and in order to service events, programs and day-to-day operations of facilities and the beach; and

**WHEREAS**, the vehicle being sought for purchase is a 2019 Ford Escape ("Vehicle") at a cost not to exceed \$21,000.00, with terms and pricing set forth in the Purchase Order attached hereto as Exhibit "A"; and

**WHEREAS**, competitive procurement and terms and pricing for the Vehicle has been obtained through the State of Florida Department of Management Services Contract No. 25100000-18-1, which terms and pricing are attached hereto as Exhibit "A"; and

**WHEREAS**, in accordance with Section 3-13(3) of the Town of Surfside Code of Ordinances, purchases made under state general service administration contracts, federal, county or other governmental contracts are exempt from the Town's competitive bidding procedures; and

**WHEREAS**, it is in the best interest of the Town to approve and authorize the purchase of the Vehicle and expenditure of funds not to exceed \$21,000.00 from the Fiscal Year 2018/2019 budget.

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

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

**Section 2. Authorization to Purchase and Approval to Expend Funds.** The purchase of the Vehicle is hereby approved and the Town Manager is authorized to expend an amount not to exceed \$21,000.00 for the purchase of the Vehicle.

**Section 3. Procurement Exempt.** In accordance with Section 3-13(3) of the Town's Code of Ordinances, the purchase of the Vehicle is exempt from competitive procurement in reliance on the competitive procurement and terms and pricing obtained pursuant to the State of Florida Department of Management Services Contract No. 25100000-18-1.

**Section 4. Implementation.** The Town Manager is hereby authorized to take any and all action necessary to implement the purchase of the Vehicle and the purposes of this Resolution.

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

**PASSED AND ADOPTED** this 13<sup>th</sup> day of November 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	_____

\_\_\_\_\_  
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



**EXHIBIT "A"**

**PURCHASE ORDER**

## FY 2019 New Capital Outlay Request

### Parks and Recreation Administrative Replacement Vehicle

Department	Division	Funding Source	Dept. Priority	Fiscal Impact
Parks and Recreation		General	1	\$28,000

**Justification and Description**

Replacement of the Parks and Recreation Department's hybrid vehicle. The vehicle to be replaced is a 2008 Toyota Prius that is ten years old. The vehicle has significant rust damage from exposure to the corrosive salt air. The vehicle is in need of major repairs, the hybrid battery has an expected life span of 10-15 year, and a replacement battery would cost more then the estimated value of the existing vehicle. This vehicle serves as the main Parks and Recreation transportation to service events, programs, and the day to day operations of the facility and beach.

**Alternative/Adverse Impacts if not funded:**

Continue to repair the existing vehicle. The possibly of not being able to transport electronic equipment for special events when need .

#### Required Resources

Account Number	Title or Description of Request	Cost
501-5000-539-6410	Equipment - Vehicle	\$28,000

#### Other Recurring Operating Costs

Account Number	Description	Cost

**Price Quote Form (PQF) - Motor Vehicles**

**Contract No.: 25100000-18-1**

**Updated 12/17**

**(STATE AGENCIES MUST ALSO SUBMIT MP6301)**

**Important - Contractor's must select Vendor Name, Vehicle Group (Drop Down), and Line No. for the sheet to work.**

**Formulas are included in the BLUE and YELLOW shaded columns (auto-calculate)**

**Please complete only the unshaded white cells**

**Awarded Contractor Information**

<b>Vendor Name: (Drop Down)</b>		Garber Ford, Inc.		
<b>Street Address:</b>		3380 HWY 17		
<b>City, State, Zip:</b>		Green Cove Springs, FL 32043		
<b>Contact Person:</b>		Todd Brandt	<b>Title:</b>	FLEET MANAGER
<b>Original Quote Date:</b>		9/14/18	<b>Revised Quote Date:</b>	<b>Est. Delivery:</b>
<b>Phone #'s:</b>	<b>Primary:</b>	904.262.2442	<b>Secondary:</b>	
<b>Email Address:</b>		tbrandt@garberautomall.com		
<b>Fax #:</b>		904.264.2442		
<b>Vendor Purchase Order No.</b>				

**Requesting Customer Information**

<b>Agency/Organization Name:</b>		TOWN OF SURFSIDE		
<b>Contact Person:</b>		TIM MILIAN	<b>Title:</b>	
<b>Phone #'s:</b>		305.866.3635		
<b>Email Address:</b>		TMILIAN@TOWNOFSURFSIDEFL.GOV		
<b>Fax #:</b>				
<b>Secondary Customer Contact: (optional)</b>				
<b>Contact Person:</b>			<b>Title:</b>	
<b>Phone #'s:</b>				
<b>Email Address:</b>				
<b>Fax #:</b>				

<b>UNSPSC Commodity Code</b>	<b>Vehicle Group (Drop Down)</b>	<b>Line No.</b>	<b>Sub Group</b>	
25101507	Group 4: Light Trucks or Sport Utility Vehicles; Sub-Groups A-B Sports Utility Vehicle	3	Sub-Group A: SPORT UTILITY VEHICLE, 2WD	

<b>Representative Model Description</b>	<b>Base Vehicle Price</b>	<b>OEM Options Discount %</b>
2018 Ford Escape FWD 4dr S (UOF)	\$ 18,999.00	35.00%

<b>Manufacturer's OEM Option Code(s)</b>	<b>Description</b>	<b>MSRP \$##.##</b>	<b>OEM Options Discount %</b>	<b>Total Discount Dollars</b>	<b>Option Total Cost with Applied Discount</b>
100A	PREFERRED PACKAGE		0	\$ -	\$ -
997	2.5L I-VCT FLEX FUEL I-4 ENGINE	\$ -	0	\$ -	\$ -
446	6-SPEED AUTOMATIC TRANSMISSION		0	\$ -	\$ -
YZ	SOLID EXTERIOR PAINT: OXFORD WHITE		0	\$ -	\$ -
7B	CLOTH BUCKET SEATS : CHARCOAL		0	\$ -	\$ -
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	*****THIS WILL BE A 2019 MODEL ESCAPE*****	\$ -	0	\$ -	\$ -
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## Price Quote Form (PQF) - Motor Vehicles

Contract No.: 25100000-18-1

	0	\$ -	\$ -
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**TOTAL COST: OEM OPTIONS** **\$ -**

Identified Aftermarket Option(s)	Description	MSRP \$##.##	MSRP Discount %	Total Discount Dollars	Option Total Cost with Applied Discount
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				\$ -	\$ -
<b>TOTAL COST: IDENTIFIED AFTERMARKET OPTIONS</b>				<b>\$ -</b>	<b>\$ -</b>

Non-Identified Aftermarket Option(s)	Description	MSRP \$##.##	MSRP Discount %	Total Discount Dollars	Option Total Cost with Applied Discount
		\$ -		\$ -	\$ -
		\$ -		\$ -	\$ -
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<b>TOTAL COST: NON-IDENTIFIED AFTERMARKET OPTIONS</b>				<b>\$ -</b>	<b>\$ -</b>

**GRAND TOTAL PER REPRESENTATIVE MODEL** **\$ 18,999.00**

Additional Savings Off Contract Price Per Vehicle\* (Please provide detailed information in Vendor Comments) **\$0.00**

Total Vehicles Quoted (Drop Down) **1**

**PO GRAND TOTAL** **\$ 18,999.00**

<b>Vendor Comments:</b>	Additional Savings for Example: Quantity, Dealer Special, Customer Picked Up Vehicle. Ex: DMS negotiated \$50 off of contract price for XYZ vehicle due to large order.
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<b>Agency Comments:</b>	Please confirm vehicle color. If no color is specified then the default is white.
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\*UNSPSC = United Nations Standard Products and Services Commodity Code



## MEMORANDUM

ITEM NO. 3K

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

**From:** Guillermo Olmedillo, Town Manager

**Date:** October 16, 2018

**Subject:** Approval of Resolution for an Agreement with LeadsOnline, LLC. LeadsOnline is an investigative computer software and program that allows for the collection, maintenance, and dissemination of data.

In order to better identify possible stolen and pawned property, the Surfside Police Department Criminal Investigations Unit would like to utilize LeadsOnline, LLC as an additional investigative tool. The system will allow detectives to better search for stolen property in a nationwide capacity. LeadsOnline, LLC is the nation's largest online investigation system, provides access to transactions from thousands of reporting businesses.

Currently a number of South Florida Police Agencies utilize LeadsOnline, LLC to include the Miami-Dade Police Department, Miami Beach Police Department, Pinecrest Police Department, Doral Police Department and several federal law enforcement agencies. The use of this system will ultimately result in arrests and the recovery of stolen property from our victims. Ms. Jihan Soliman Esq., Town Associate Attorney, (Weiss Serota Helfman Cole & Bierman), has reviewed and approved the LeadsOnline, LLC Agency Agreement (copy attached).


Total expenditure from the General Fund for one year will be \$2,238.00. First year subscription fee will be due upon invoice. Annual subscription fee following the first year will be according to then current pricing.

Staff recommends a motion to approve a resolution for subscription of the LeadsOnline, LLC Agency Agreement and to authorize the expenditures from the General Fund.

Reviewed by: Capt. John Bambis

 120140

Prepared by: Lt. Antonio Marciante

 #145

**RESOLUTION NO. 2018- \_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AN AGENCY AGREEMENT WITH LEADSONLINE, LLC FOR AN ELECTRONIC REPORTING AND CRIMINAL INVESTIGATION DATA SYSTEM FOR LAW ENFORCEMENT; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside (“Town”) Police Department wishes to utilize the most efficient and effective electronic reporting and criminal investigation data system and software to obtain and analyze information critical to criminal investigations through the online software service provided by LeadsOnline, LLC (“Leads”); and

**WHEREAS**, Leads has agreed to provide the Town’s Police Department access to the online database, pursuant to the Agency Agreement attached hereto as Exhibit “A” (the “Agreement”); and

**WHEREAS**, the Town Commission finds that the use of the online database is necessary and in the best interest and welfare of the Town and law enforcement, and wishes to approve the Agreement, 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 Agreement between the Town and Leads, substantially in the form attached hereto as Exhibit “A,” is hereby approved. The Town Commission authorizes the Town Manager to execute the Agreement 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 Police Chief are authorized to take all action necessary to implement the purposes of this Resolution and the Agreement.

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

**PASSED AND ADOPTED** this \_\_\_\_\_ day of November, 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	_____

\_\_\_\_\_  
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

## AGENCY AGREEMENT

This LeadsOnline, LLC AGENCY AGREEMENT ("Agreement"), dated \_\_\_\_\_, 2018 is made between Town of Surfside, a Florida municipal corporation ("Town") and LeadsOnline LLC, a Texas company ("Leads").

### SCOPE OF AGREEMENT

Leads operates and maintains an electronic reporting and criminal investigation system for receiving Data for the use of Law Enforcement Officials in their official duties. Leads acts in the capacity of an agent for such Law Enforcement Agencies for the purpose of collecting, maintaining and disseminating Data.

Town desires to utilize Leads' System to support its investigations.

Subject to the terms of this Agreement and in consideration of the mutual covenants stated below, the parties agree as follows:

#### 1. Definitions

- 1.1 "Data" means all information provided by Reporting Businesses and Law Enforcement Agencies about transactions, including (but not limited to) the transaction number, item number, product UPC code, quantity and ingredients, make, model, property description, serial number, name, address, identification number, telephone number, date of birth and any images recorded during the course of a transaction according to official request, statutory requirement or otherwise.
- 1.2 "GLBA" means the Gramm-Leach-Bliley Act of 1999, together with the Privacy Rule and Safeguards Rule promulgated by the U.S. Federal financial institution regulators and the Federal Trade Commission.
- 1.3 "Law Enforcement Agency" means any agency duly authorized by Municipal, State, County or Federal government to enforce laws or investigate crimes.
- 1.4 "Law Enforcement Official" means a person employed and authorized by a Law Enforcement Agency to, in his/her official duties, access Data and/or submit Data for official use by Law Enforcement Agencies.
- 1.5 "Leads' System" is Leads' electronic reporting and criminal investigations system for receiving Data for access by Law Enforcement Officials.
- 1.6 "Reporting Business" shall mean any entity that records Data regarding (a) the receipt or sale of products regulated by law, including but not limited to the Combat Methamphetamine Act of 2005 and (b) the receipt or other disposition of merchandise or materials, and reports such Data for access by Law Enforcement Officials according to official request, statutory requirement or otherwise.

#### 2. Responsibilities of Town

- 2.1 Town agrees that the protection of usernames and passwords used to access Leads services and any Data accessed via Leads by its Law Enforcement Official is the



- responsibility of the Town. Town agrees to maintain such information in a secure manner and to not provide usernames and passwords used to access Leads services to any unauthorized person, pursuant to Section 2.4 of this Agreement.
- 2.2 Town is responsible for the accuracy of information submitted by Town's Law Enforcement Officials in registration for Law Enforcement Agency's accounts.
- 2.3 Town agrees to not share its access to Leads' System with other Law Enforcement Agencies and to not share information retrieved from Leads' System with the exception of disclosure necessary for the purpose of prosecution of crimes within Town's jurisdiction investigated by Town, subject to, and in compliance with, Florida Public Records, Chapter 119, Florida Statutes. Town understands and acknowledges that according to Florida Statutes 539.003, all records relating to pawnbroker transactions delivered to appropriate law enforcement officials pursuant to s. 539.001 are confidential and exempt from the provisions of s. 119.07(1) and s. 24(a), Art. I of the State Constitution and may be used only for official law enforcement purposes. This section does not prohibit the disclosure by the appropriate law enforcement officials of the name and address of the pawnbroker, the name and address of the conveying customer, or a description of pawned property to the alleged owner of pawned property.
- 2.4 Town agrees that accounts will be: i) registered only to individual Law Enforcement Officials employed exclusively by Town; ii) will be used only by the specific Law Enforcement Official to whom the account is registered; and, iii) will not be used to access or otherwise provide information from Leads system to other Law Enforcement Agencies.
- 2.5 Town represents and warrants that it shall only access, use, and disclose Data for use in Town's official Law Enforcement Agency duties. Town maintains sole responsibility for activity taking place under its user accounts and is responsible for any use, misuse or disclosure of Data accessed by its users, which shall be in accordance with Chapter 119, Florida Statutes and any applicable exceptions including Florida Statutes 539.003.
- 2.6 Town is responsible for securing Data accessed from Leads' System, and agrees to comply with all applicable statutes, laws and regulations for use and disclosure of non- public personal information, including federal and state data security breach laws and the GLBA.
- 2.7 Town agrees to not search Leads' System for the purpose of creating a public record in order to respond to a public records request when no such public record existed at the time the public records request was received by Town. Town understands and acknowledges that information accessible via Leads' System may not be eligible for disclosure in response to a public records request according to applicable law including Florida Statutes 539.003. Upon receipt of a request for records accessible via Leads' System, Town may consider factors including but not limited to i) whether or not Town has actually accessed and/or retained the record, ii) whether or not the record(s) are related to an active criminal investigation iii) whether or not the Reporting Business supplying the information is specifically required by law to report to Town via Leads' System iv) whether or not the information contains non-public personal information protected by state and federal privacy law and breach notification law v) whether or not Town's response to such request would include the trade secrets of one or more Reporting Businesses vi) whether or not the Reporting Businesses or customers are to be notified and provided with the

opportunity to object to such disclosure, vii) whether or not computer programming or excessive labor would be required to redact exempted information from records prior to disclosure.

- 2.8 Town is responsible for using devices and browsers capable of connecting via an encrypted internet connection.
- 2.9 Town is responsible for promptly notifying Leads when a user is no longer employed by Town or is otherwise no longer authorized to access Leads' System.
- 2.10 Town agrees to promptly notify Leads of any conditions that Town believes may represent or result from a security incident or vulnerability, including the possible compromise of a user's password. Please send any notifications to [privacy@leadsonline.com](mailto:privacy@leadsonline.com).
- 2.11 Town will pay subscription fees according to the schedule set forth in Attachment 'A' which by this reference is incorporated herein. Fees shall be paid pursuant to Leads' invoice, which shall be based upon Leads' System being fully operation and accessible to the Town. The Town shall pay Leads in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town

### **3. Responsibilities of Leads**

- 3.1 Leads agrees to operate and maintain the Leads' System for the purpose of receiving Data for access only by Law Enforcement Officials.
- 3.2 Leads agrees to secure Data using administrative, technical and physical safeguards as set forth in applicable federal and Florida state law, including the GLBA.
- 3.3 Leads agrees to provide use of Leads' System with the capabilities specified in Attachment 'A'.
- 3.4 Leads shall secure and maintain for the duration of this Agreement, the General Liability insurance in the amount of \$1,000,000.00 per occurrence and Cyber Liability Insurance in the amount of \$2,000,000.00 per occurrence, single limit.

### **4. Conditions for use of Leads' System**

- 4.1 Leads' System and website, including but not limited to written materials, text, graphics, logos, software, functionality, icons and images are the exclusive proprietary property of Leads and are protected under the United States Copyright Act (17 United States Code), as well as by all applicable state and international copyright laws, and by the Lanham Act (15 U.S.C. §§1051-1141n). Town Agrees to abide by any additional copyright notices, trademarks, information, or restrictions contained in any content on Leads' System and website. Leads' System and website may be used solely for the purposes expressly provided for herein, and no aspect of the Leads' System or website may be used for any other purpose whatsoever. Any other use is unauthorized and will constitute an infringement upon the proprietary rights of Leads. No authority to use any content on Leads' System, website, or any other intellectual or other property of Leads not expressly granted by this Agreement shall be implied.
- 4.2 Town agrees to not decompile or otherwise copy or use content on the Leads' System or website or other proprietary information of Leads for purposes of reverse-engineering or reconstruction, and to not remove, overprint or deface any notice of copyright,

trademark, logo, legend, or other notices from any materials Town obtains from Leads' System or website.

- 4.3 Town represents it has a Law Enforcement Agency, and that its Law Enforcement Agency will abide by the terms of this Agreement.
- 4.4 Leads may modify or upgrade any aspect of Leads' System at any time without notice. Leads agrees to make commercially reasonable efforts to perform such modifications in a manner that is not disruptive to Town. In the event, the Lead's System is no longer compatible with applicable elements of Town's technological infrastructure (i.e. web browsers), Leads shall, at the option of the Town, revert to the older, operational Leads' System until the updates become compatible with the Town's technology infrastructure. In the event the Leads' System is no longer compatible or operations with the Town's technology infrastructure, the Town shall have the option to terminate this Agreement immediately upon written notice of termination to Leads.
- 4.5 Subject to the terms of this Agreement, Town hereby appoints Leads as its non-exclusive agent for the sole purpose of collecting, maintaining and disseminating Data from Reporting Businesses. This agency appointment is effective as of the registration date of Town's initial user.
- 4.6 Leads uses a number of checks to identify inaccurate or incomplete Data, but cannot and does not represent or endorse the accuracy or reliability of Data or other information submitted by Reporting Business and Law Enforcement Agencies. Data is provided by Reporting Businesses and Law Enforcement Agencies according to the laws and practices enforced in Reporting Businesses' jurisdiction using their proprietary operational software.
- 4.7 Leads will provide reasonable instructions to Reporting Businesses regarding uploading Data to the Leads' System, but is not responsible for ensuring their compliance with their Data reporting obligations.
- 4.8 Town will not discourage Reporting Businesses from submitting Data via Leads.

## 5. Term

- 5.1 This Agreement will become effective as of the date first set forth above and remain in effect for three (3) years (the "Initial Term") or until termination by Leads or Town as described below.
- 5.2 Neither party is obligated to renew this Agreement. Upon expiration of the Initial Term and any renewal term, Town may renew this Agreement for an additional one-year term. Mutual agreement to be evidenced by Leads' submission of a valid invoice for the renewal year, and Town's payment of such invoice within 30 days of renewal.
- 5.3 Following written notice with at least thirty (30) day cure period, either party may without further notice, terminate this Agreement if the other party: (i) fails to perform any material obligation required under this Agreement; or (ii) violates any laws, rules or regulations pursuant to this Agreement.
- 5.4 Either party shall have the right to terminate this Agreement, with thirty (30) days' written notice, for any reason or for convenience. In the event of termination by Leads according to this paragraph, Leads will refund a prorated amount of the annual subscription fee paid by Town based on the remaining months of the Agreement year.
- 5.5 The parties agree that any continuation of this Agreement from a fiscal year to the next is

contingent upon annual fiscal appropriation and lawful approval by Town's governing entity. Town may terminate this Agreement by providing thirty (30) days' written notice to Leads prior to the next Agreement year if funding to make the next scheduled payment is not duly appropriated and authorized.

## 6. Disclaimer and Indemnification

**6.1 EXCEPT FOR THE REPRESENTATIONS SET FORTH IN SECTION 3 OF THIS AGREEMENT, LEADS SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS, AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, CUSTOM, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, MERCHANTABILITY, SATISFACTORY QUALITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND/OR ANY AND ALL OTHER IMPLIED WARRANTIES AND EXPRESS WARRANTIES (OTHER THAN THOSE SET FORTH HEREIN, IF ANY) WITH RESPECT TO LEADS' SYSTEM. LEADS' SYSTEM, INCLUDING ALL DATA, CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH LEADS' WEBSITE IS PROVIDED, AND ACCEPTED AND/OR USED, "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. LEADS DOES WARRANT THE OPERATION AND FUNCTIONALITY FOR THE PURPOSE IT IS INTENDED WITH THE TOWN'S WEB BROWSERS AS SPECIFIED IN TOWN'S TECHNOLOGICAL INFRASTRUCTURE.**

**IN NO EVENT SHALL LEADS BE LIABLE FOR OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, DOWNTIME COSTS, LABOR COST, OVERHEAD COSTS OR CLAIMS OF THE REPORTING BUSINESS, ITS AFFILIATES OR ANY OTHER THIRD PARTY, EVEN IF LEADS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, AT AN ABSOLUTE MAXIMUM, LEADS LIABILITY SHALL BE LIMITED TO THE AMOUNT OF MONEY IT IS PAID BY TOWN TO LEADS.**

6.2 Leads shall indemnify, hold harmless, protect and defend Town and its officials, officers, employees, agents and authorized volunteers (the "Indemnified Parties") from and against all losses, liabilities, judgments, costs, expenses, damages (including damages to the Leads' System), attorney's fees, and other costs, including all costs of defense, arising from all suits of law or actions of every nature for or on account of the infringement of any trade secrets, patents, trademarks, copyrights or other proprietary right of any other party by reason of the use or integration of any proprietary materials, equipment, devices or processes, originally incorporated, or provided and used, by Leads in the performance of the services provided under this Agreement. Notwithstanding the foregoing, if the foregoing described losses, liabilities, judgments, costs, expenses, damages and the like arise due to the misuse of the Data or any other breach of this Agreement by Town, Leads' liability under this paragraph shall be reduced proportionately by the amount of loss, liability, judgment, cost, expense, damage and the like arising due to such misuse or breach by Town.

## 7. Compliance with Public Records.

To the extent applicable to Leads and this Agreement, is considered a contractor as defined in Section 119.0701(1)(a), Florida Statutes, Leads shall:

- a) Keep and maintain public records required by the Agency to perform the service.
- b) Upon request of the Town's custodian of public records, provide the public agency 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 in Chapter 119, Florida Statutes or otherwise provided by the Laws of the State of Florida.

- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Leads does not transfer the records to the Agency.
- d) Upon completion of the Agreement, transfer, at no cost, to the Agency all public records in possession of Leads or keep and maintain public records required by the agency to perform the service. If Leads transfers all public records to the Agency upon completion of the Agreement, then Leads shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Leads keeps and maintains public records upon completion of the Agreement, then Leads shall meet all applicable requirements for retaining public records. All records stores electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.
- e) IF LEADS 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 CUSTODIAN OF PUBLIC RECORDS: Sandra Novoa Mailing address: 9293 Harding Avenue Surfside, FL 33154. Telephone: 305-365-5506 Email: [snovoa@townofsurfsidefl.gov](mailto:snovoa@townofsurfsidefl.gov)**
- f) Nothing contained in this Section shall be construed to require the making of a public record, when one does not exist or alter the status of any record which is classified as exempt or confidential and exempt, as determined by Florida law.

## 8. Miscellaneous

- 8.1 During the term of this Agreement, Leads 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.
- 8.2 Leads shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out this Agreement, and in particular shall obtain all required certifications from all jurisdictional agencies to perform under this Agreement at its own expense.
- 8.3 Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, including any act that would be considered force majeure.
- 8.4 If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement, unless Leads deems the unenforceable provision to be essential to this Agreement, in which case Leads may terminate this Agreement, effective immediately upon notice to Town.

- 8.5 Leads reserves the right to disclose any information in response to a written official government request or duly authorized subpoena, in accordance with all applicable laws.
- 8.6 Any waiver by Leads of a breach of any provision of this Agreement by Town or delay in enforcing any rights shall not operate or be construed as a waiver of any other or subsequent breach by Town.
- 8.7 This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements and understandings, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified, changed or discharged, in whole or in part, except by an agreement in writing signed by both parties. The mere acceptance of any work order, purchase order or other document containing provisions purported to modify or enlarge the obligations or liabilities of either party shall not be construed as acceptance of such provisions.
- 8.8 Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement. There are no third-party beneficiaries to this Agreement. The only persons who may enforce or benefit from this Agreement and any rights under this Agreement are Town and Leads.
- 8.9 Leads 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.
- 8.10 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflicts of laws provisions. Sole and exclusive jurisdiction and venue for any action or proceeding arising out of or related to this Agreement shall be an appropriate state or federal court located in Miami-Dade, Florida.
- 8.11 Neither party will assign its rights or duties under this Agreement without first providing written notice to the other party with at least 30 days to object to such assignment and in doing so, immediately terminate the Agreement without penalty.
- 8.12 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.
- 8.13 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

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

For Leads:

LeadsOnline LLC  
6900 Dallas Parkway, Suite 825  
Plano, TX 75024  
Contact Person: \_\_\_\_\_

8.14 This agreement shall become effective November 15, 2018.

**LEADS**

**LeadsOnline LLC**

**Signature:** \_\_\_\_\_

**Print Name:** David K. Finley

**Title:** President & CEO

**Date:** \_\_\_\_\_

**Address:** 6900 Dallas Parkway, Suite 825  
Plano, Texas 75024

**Tax ID:** 42-1720332

**TOWN**

**Town of Surfside, a Florida municipal corporation**

**Signature:** \_\_\_\_\_

**Print Name:** Guillermo Olmedillo

**Title:** Town Manager

**Date:** \_\_\_\_\_

**Address:** 9293 Harding Ave.  
Surfside, FL 33154

## AGENCY AGREEMENT – Attachment ‘A’ SCOPE OF WORK AND ANNUAL SUBSCRIPTION FEE

LeadsOnline System Capability	TotalTrack
Online reporting system for all pawn/secondhand stores	✓
Unlimited accounts/searches for your personnel working your cases	✓
Images of property, sellers, vehicles, thumbprints, etc. as reported	✓
Legacy data import (from existing in-house database)	✓
Updates, training and support for Town personnel and businesses	✓
Transaction Monitor – Audit system for reporting compliance	✓
ReportIt citizen property inventory system	✓
Automated NCIC/stolen property hits	✓
Message Inbox (alerts and communication to and from businesses)	✓
Daily Stats (hits and statistics for each investigator)	✓
Property Hold Management System	✓
Nationwide search access	✓
Saved (continuous) searches/Email hit alerts	✓ 50
eBay First Responder Service	✓
Persons of Interest inter-agency suspect information system	✓
Suspect variations and associations reports	✓
Statement Analyzer	✓
First year subscription fee due upon invoice. Annual subscription fee following the first year will be according to then-current pricing.	<b>\$2,238</b>

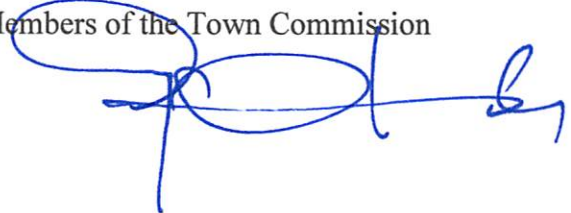




# MEMORANDUM

ITEM NO. 3L

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

**From:** Guillermo Olmedillo, Town Manager 

**Date:** November 13, 2018

**Subject:** Approval of Resolution - Interlocal Agreement and Affidavit for the Miami-Dade County Municipal Parking Fines Reimbursement Program

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Miami-Dade County requires that all municipalities within their jurisdiction including the Town of Surfside execute an Interlocal Agreement and Affidavit pertaining to the Miami-Dade County Municipal Parking Fines Reimbursement Program. The new Interlocal Agreement and Affidavit are needed as Miami-Dade County made changes to the format of the Interlocal Agreement.

Per the Interlocal Agreement and Affidavit, the allocation of disabled parking fine monies shall be used to provide funds to improve accessibility and equal opportunity to qualified persons who have disabilities in the municipality, and to conduct public awareness programs in the municipality concerning persons who have disabilities.

Section 316.008, Florida Statutes, and Section 30-447 of the Miami-Dade County Code (the "County Code") authorizes the charging of fines for misuse of specially marked parking spaces for people with disabilities. In Accordance with Section 30-447 of the Miami-Dade County Code, parking fine funds generated from the misuse of marked spaces for people with disabilities are used in the following manner: One-third of the funds are to be used to defray the Clerk of Courts' administrative expenses, and Two-thirds of the funds are distributed to the County and municipalities. Municipalities such as the Town of Surfside that have jurisdiction over the violation issued receive seventy (70) percent of the latter amount.

Staff requests a motion to approve a resolution for the Town of Surfside to execute the Interlocal Agreement and Affidavit for the Miami-Dade County Municipal Parking Fines Reimbursement Program.

Prepared by: 

**RESOLUTION NO. 2018-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY AND AN AFFIDAVIT FOR THE MUNICIPAL PARKING FINES REIMBURSEMENT PROGRAM; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 316.008, Florida Statutes, and Section 30-447 of the Miami-Dade County Code (the “County Code”) authorize the charging of fines for misuse of specially marked parking spaces for people with disabilities; and

**WHEREAS**, in accordance with Section 30-447 of the County Code, one-third of the funds from the parking fine reimbursement program (the “Program”) are used to defray Miami-Dade County’s (the “County”) expenses for Program administration and two-thirds of the Program funds are to be used to improve accessibility and equal opportunity to qualified physically disabled persons and to provide funds to conduct public awareness programs concerning physically disabled persons; and

**WHEREAS**, the two-thirds of Program funds are distributed as follows: 30 percent is retained by the County for County-wide purposes in accordance with State law and 70 percent is allocated to the governmental entity having jurisdiction over the violation; and

**WHEREAS**, under the Program, the Town of Surfside (the “Town”) may receive an annual payment from the County consisting of a percentage of the fines collected for illegally parking in handicapped spaces and unspent funds from other municipalities; and

**WHEREAS**, the Town Commission desires to approve a Municipal Parking Fines Reimbursement Program Interlocal Agreement (the “Agreement”), in substantially the form

attached hereto as Exhibit “A,” in order to provide for the disbursement of Program funds from the County; and

**WHEREAS,** the Town Commission further desires to approve the general affidavit (“Affidavit”) provided by the County to provide for the annual transfer of Program funds to the Town, in substantially the form attached hereto as Exhibit “B”; and

**WHEREAS,** the Town Commission finds that this Resolution is in the best interest and welfare of the residents of the Town.

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

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

**Section 2.**     **Approval of Agreement and Affidavit.** That the Agreement and Affidavit are approved in substantially the form attached hereto as Exhibits “A” and “B,” respectively.

**Section 3.**     **Authorization.** That the Town Manager is authorized to execute the Agreement in substantially the form attached hereto as Exhibit “A” and any renewals of the Agreement. That the Town Manager and/or Chief of Police or their designee may annually execute the Affidavit attached hereto as Exhibit “B.”

**Section 4.**     **Implementation.** That the Town Manager and Chief of Police are directed to take any and all action necessary to accomplish the purposes of this Resolution.

**Section 5.**     **Effective Date.** That this Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** on this 13<sup>th</sup> day of November, 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 \_\_\_\_\_

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

Attest:

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

Approved as to Form and Legal Sufficiency:

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



miamidade.gov

October 3, 2018

**Internal Services Department/ADA Office**  
111 NW 1<sup>st</sup> Street, 10<sup>th</sup> Floor  
Miami, Florida 33128-1983  
305-375-3566 (voice); 711 (Fla. Relay)  
[adaoffice@miamidade.gov](mailto:adaoffice@miamidade.gov)

Guillermo Olmedillo, Town Manager  
Town of Surfside  
9293 Harding Avenue  
Surfside, FL 33154

**Re: Parking Fines Reimbursement Program**

Dear Mr. Olmedillo:

Miami-Dade County is commencing the next cycle of reimbursements for the Municipal Parking Fines Program. In order to participate in the program, each municipality must submit an executed Interlocal Agreement and the annual Affidavit (*both enclosed.*) Even if your municipality has previously submitted an Interlocal Agreement, you will need to re-submit this year because of recent changes made to the format of the Interlocal Agreement. When completing the Interlocal Agreement, you must fill in the date and your municipality's name on the first page. Once executed, the Interlocal Agreement will remain on file until further notice.

The Affidavit states that the funds reimbursed shall be used to improve accessibility and equal opportunity to qualified persons who have disabilities in the municipality and to conduct disability public awareness programs. **The Interlocal Agreement and the Affidavit – which must be signed by your municipality's highest administrative official -- must be submitted within 60 days of the date of this letter to receive these funds.**

In accordance with Section 30-447 of the Code of Miami-Dade County, parking fine funds generated from the misuse of marked spaces for people with disabilities are used in the following manner:

- One-third of the funds are to be used to defray the Clerk of Courts' administrative expenses
- Two-thirds of the funds are distributed to the County and municipalities

Funds are to be used to improve accessibility and equal opportunity to qualified physically disabled persons and to provide funds to conduct public awareness programs concerning physically disabled persons.

Page 2

If you need additional information regarding the Parking Fines Reimbursement Program, please contact me at 305-375-2013 or [Heidi.Johnson-Wright@miamidade.gov](mailto:Heidi.Johnson-Wright@miamidade.gov). Please return the Interlocal Agreement and Affidavit to my attention at Miami-Dade County, Internal Services Department/ADA Office, 111 NW 1<sup>st</sup> Street, 10<sup>th</sup> Floor, Miami, FL 33128.

Sincerely,



Heidi Johnson-Wright,  
ADA Coordinator

Enclosures

c: Tara C. Smith, Director, Internal Services Department  
Jose A. Galan, Assistant Director, Internal Services Department

**Miami-Dade County  
Municipal Parking Fines Reimbursement Program  
Interlocal Agreement (Rev. 2016)**

This agreement is entered into this \_\_\_\_\_ (day) of \_\_\_\_\_ (month/year), by and between Miami-Dade County, Florida, a political subdivision of the State of Florida (the "County") and \_\_\_\_\_ (the "municipality"), a municipal corporation organized and existing under the laws of the State of Florida, (hereinafter referred to jointly as the Parties).

**WITNESSETH**

**WHEREAS**, Section 316.008, Florida Statutes, and Section 30-447 of the Code of Miami-Dade County, authorizes the charging of fines for misuse of specially marked parking spaces for people with disabilities, and

**WHEREAS**, Miami-Dade County proposes to distribute said fines under the provisions of Section 30-447 of the Code of Miami-Dade County, Florida.

**NOW THEREFORE** in consideration of the covenants contained herein, the Parties agree as follows

1. This agreement shall become effective upon its execution by the authorized officers of the Parties and will continue annually upon agreement by both Parties.
2. The allocation of the disabled parking fine monies shall be used to provide funds to improve accessibility and equal opportunity to qualified persons who

**Miami-Dade County  
Municipal Parking Fines Reimbursement Program  
Interlocal Agreement (Rev. 2016)**

have disabilities and to provide funds to conduct public awareness programs in the County or municipality concerning persons who have disabilities.

3. The municipality shall annually submit an affidavit sworn by the chief administrative official to the Miami-Dade County Internal Services Department ("ISD").
  
4. The affiant will affirm that expenditures meet the following criteria:
  - a. The funds reimbursed shall be used to improve accessibility and equal opportunity to qualified persons who have disabilities in the municipality and to conduct public awareness programs in the municipality concerning persons who have disabilities.
  
  - b. If only a portion of the project or program is being promoted to benefit people with disabilities, then only that portion of the project or program may be funded with these monies.
  
5. The Parties agree to follow the terms and conclusions regarding payment as follows:
  - a. The percentage for distribution shall be calculated by the County annually. Each year the County shall notify all municipalities of the distribution of the disabled permit parking fine money for the annual period.



- b. The County agrees to pay the County and the municipality under this agreement based on a payment schedule agreed upon by ISD, accompanied by such documentation as requested.
- c. In no event shall County funds be advanced to any subcontractor hereunder.
- d. The Parties shall return funds to the County if the project is not successfully completed and allow ISD to audit projects and conduct site visits. Any such audits or inspections shall be conducted in such manner and at such times so as not to unreasonably interfere with the day-to-day operation of the Parties.
- e. The County may amend the terms of this agreement from time to time, as it may deem necessary.

Miami-Dade County  
Municipal Parking Fines Reimbursement Program  
Interlocal Agreement (Rev. 2016)

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed by their respective and duly authorized officers on the date hereinabove first mentioned.

ATTEST:

MIAMI-DADE COUNTY, FLORIDA

\_\_\_\_\_

By: \_\_\_\_\_

Harvey Ruvin, Clerk

Carlos A. Gimenez, Mayor

\_\_\_\_\_ (Date)

ATTEST:

MUNICIPALITY OF \_\_\_\_\_, FLORIDA

\_\_\_\_\_

By: \_\_\_\_\_

City/Town/Village Clerk

City/Town/Village Manager

\_\_\_\_\_ (Date)

(Official Seal)

Approved for form and legal sufficiency:

\_\_\_\_\_  
Shanika A. Graves  
Assistant County Attorney

MUNICIPAL PARKING FINES REIMBURSEMENT PROGRAM  
AFFIDAVIT

State of Florida, County of Miami-Dade

BEFORE ME, the undersigned Notary,  
\_\_\_\_\_  
[name of Notary  
before whom affidavit is sworn], on this \_\_\_\_\_ [day of month] day of  
\_\_\_\_\_  
[month], 20\_\_\_\_, personally appeared  
\_\_\_\_\_  
[name of affiant],  
known to me to be a credible person and of lawful age, who being by me first duly  
sworn, on \_\_\_\_\_ [his or her] oath, deposes and says:

The municipal parking fines funds reimbursed shall be used to improve accessibility and equal opportunity to qualified persons who have disabilities in the municipality and to conduct public awareness programs in the municipality concerning persons who have disabilities.

If only a portion of the project or program is being promoted to benefit people with disabilities, then only that portion of the project or program will be funded with these monies.

The municipality shall return funds to the County if the project is not successfully completed and allow the Miami-Dade County Internal Services Department to audit projects and conduct site visits. Any such audits or inspections shall be conducted in such manner and at such times so as not to unreasonably interfere with the day-to-day operation of the parties.

\_\_\_\_\_  
[signature of affiant]

\_\_\_\_\_  
[typed name of affiant]

**Miami-Dade County  
Municipal Parking Fines Reimbursement Program  
Affidavit**

\_\_\_\_\_  
*[address of affiant, line 1]*

\_\_\_\_\_  
*[address of affiant, line 2]*

**State of Florida, County of Miami-Dade**

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of  
\_\_\_\_\_ (month), \_\_\_\_\_ (year), by

\_\_\_\_\_ (name of person making statement)

\_\_\_\_\_ (title of person making statement)

\_\_\_\_\_  
*Signature of Notary Public - State of Florida*

\_\_\_\_\_  
*Print, Type, or Stamp Commissioned Name of Notary Public*

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_



## MEMORANDUM

ITEM NO. 3M

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Guillermo Olmedillo, Town Manager  
**Date:** November 13, 2018  
**Subject:** Temporary Easement for Beach Renourishment

The Town of Surfside ("Town"), Miami-Dade County and the U.S. Army Corps of Engineers are continuing to coordinate the Federally funded beach renourishment project tentatively earmarked for 2019.

As one of the many requirements to facilitate the project, the Army Corps of Engineers and Miami-Dade County require use of certain property owned and/or located in the Town on or along 88<sup>th</sup> Street and 96<sup>th</sup> Street for access and have requested that the Town enter into the Temporary Easement Agreement (Exhibit "A").

While the commitment to this project should be viewed as a positive endeavor, much work remains to be done on fostering the process, managing the logistics and communicating the details and benefits to residents, business owners and visitors. It is the Administration's intention to provide more details to the Town Commission and community as they are provided from the U.S. Army Corps of Engineers.

No budgetary requirement.

No impact to staff.

Seeking Town Commission adoption of the accompanying resolution.

Reviewed by

Prepared by DT

**RESOLUTION NO. 2018-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A TEMPORARY EASEMENT AGREEMENT WITH MIAMI-DADE COUNTY FOR BEACH RENOURISHMENT, EROSION CONTROL AND HURRICANE PROTECTION PROJECT; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside (“Town”), Miami-Dade County and the Army Corps of Engineers have jointly coordinated to provide renourishment and material in multiple eroded areas of the Town for beach erosion control and hurricane protection (“Joint Project”); and

**WHEREAS**, in furtherance of the Joint Project, the Army Corps of Engineers and Miami-Dade County require use of certain property owned and/or located in the Town on or along 88<sup>th</sup> Street and 96<sup>th</sup> Street for access to and from the beach, and have requested that the Town enter into the Temporary Easement Agreement substantially in the form attached hereto as Exhibit “A” (“Easement Agreement”); and

**WHEREAS**, the Town Commission finds that the Easement Agreement 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 AS FOLLOWS:**

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

**Section 2. Approval and Authorization.** The Easement Agreement between the Town and Miami-Dade County, substantially in the form attached hereto as Exhibit “A,” is hereby approved. The Town Commission authorizes the Town Manager to execute the Easement Agreement 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 Easement Agreement and the purposes of this Resolution. .

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

**PASSED AND ADOPTED** this 13<sup>th</sup> day of November 2018.

**Moved By:** \_\_\_\_\_

**Second By:** \_\_\_\_\_

**FINAL VOTE ON ADOPTION**

Commissioner Michael Karukin \_\_\_\_\_

Commissioner Tina Paul \_\_\_\_\_

Commissioner Barry Cohen \_\_\_\_\_

Vice Mayor Daniel Gielchinsky \_\_\_\_\_

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

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

**ATTEST:**

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

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

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

This instrument prepared by (and after recording return to):

(Reserved for Clerk of Court)

### TEMPORARY EASEMENT AGREEMENT

THIS TEMPORARY EASEMENT AGREEMENT (“Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the TOWN OF SURFSIDE, a municipal corporation of the State of Florida (the “Town”), with an address of 9293 Harding Avenue, Surfside, Florida 33154, and Miami-Dade County (the “County”), a political subdivision of the State of Florida, 111 NW First Street, Miami, Florida 33128.

#### RECITALS:

- A. The Town, the County and the United States Army Corps of Engineers (the “Corps”) have jointly coordinated to provide beach material in multiple eroded areas of the Town of Surfside (the “Joint Project”). Construction of the Dade County, Florida beach erosion control and hurricane protection project at Dade County, Florida was authorized by Section 203 of the Flood Control Acts of 1968, Public Law 90-483, as modified by Section 69 of the Water Resources Development Act of 1974, Public Law 93-251, and expanded under a separate authorization in Title I, Chapter IV of the Supplemental Appropriations Act of 1985, Public Law 99-88, and by Section 501 of the Water Resources Development Act of 1986, Public Law 99-662; and
- B. The Corps and the County desire to enter into a Project Partnership Agreement to undertake a cycle of periodic nourishment for the Joint Project, at full Federal expense to the extent that appropriations provided in Title IV, Division B of the Bipartisan Budget Act of 2018, Public Law 115-123, enacted February 9, 2018 (hereinafter “BBA 2018”), are available and used for such purpose;
- C. In furtherance of the Joint Project, the Corps requires the use of certain property owned by the Town for access, and has requested that the County enter into this Agreement in connection with same; and
- D. The Town owns certain property described or depicted in Exhibit A (the “Temporary Easement Area” or the “Property”), attached hereto, that could be used for access in order to fulfill the goals of the Joint Project.

NOW, THEREFORE, in consideration of the premises, agreements and covenants set forth hereinafter, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree that the foregoing recitals are true and correct and further agree as follows:

1. The foregoing recitals are incorporated as if fully set forth herein.
2. The Town hereby grants to Miami-Dade County, its successors, and assigns, for the use of the County, its agents, employees, contractors, representatives and licensees, for a 24 month period commencing on the Effective Date, the temporary, non-exclusive easement on, over, and upon the Temporary Easement Area, subject to the terms, conditions, reservations and



restrictions set forth herein, for the purpose of access, as well as all other work necessary or incidental to the construction of the Joint Project, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles, in connection with the Joint Project. The easement use shall be subject to a city/town public works right-of-way permit process from the municipality having jurisdiction.

3. Assignment. The Town acknowledges that any of the rights set forth herein may be assigned, in whole or in part, including but not limited to the County’s assignment of this Agreement to the Corps, its agents, contractors, and employees, who shall be performing work and activities on the Property, and the rights and obligations of the parties shall inure to the benefit of and be binding upon their successors and assigns.
2. Enforcement. The parties shall resolve any disputes, controversies, or claims between them arising out of this Agreement in accordance with the “Florida Governmental Conflict Resolution Act,” Chapter 164, Florida Statutes, as amended.
3. Nothing herein shall constitute a waiver of Section 768.28 of the Florida Statutes or shall be construed as impacting or modifying the protections set forth therein.
4. Nothing in this Agreement, express or implied, is intended to (i) confer upon any entity or person other than the parties and their successors or assigns any rights or remedies under or by reason of the Agreement as a third party beneficiary or otherwise, except as specifically provided in this Agreement; or (ii) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement.

**EXECUTED** as of the date and year first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

**THE TOWN OF SURFSIDE, FLORIDA,**  
a municipal corporation of the State of Florida

\_\_\_\_\_  
Name: \_\_\_\_\_

By:  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

By: \_\_\_\_\_, Town Clerk

Approved as to form and language and for execution:

\_\_\_\_\_  
Town Attorney Date

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by \_\_\_\_\_, as \_\_\_\_\_, for the Town of Surfside, Florida, on behalf of the Town.

By: \_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed, typed or stamp

My Commission Expires:

DRAFT

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

**MIAMI-DADE COUNTY, FLORIDA**, a  
political subdivision of the State of Florida

\_\_\_\_\_  
Name: \_\_\_\_\_

By:  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

By: \_\_\_\_\_, County Clerk

Approved as to form and language and for execution:

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

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018 by \_\_\_\_\_, as \_\_\_\_\_ and on behalf of the Miami-Dade County.

By: \_\_\_\_\_  
Signature of Notary Public

My Commission Expires:

\_\_\_\_\_  
Printed, typed or stamp

COMPOSITE EXHIBIT A

LOCATION OF TEMPORARY EASEMENT AREA AND MAP

DRAFT

**Exhibit A  
Town of Surfside**

<b>Description</b>	<b>Folio Number</b>	<b>Full Legal Description</b>	<b>Ownership</b>	<b>Intended Use</b>	<b>Remarks</b>
Public beach access & road @ 88 Street	14-2235-005-4180	NORMANDY BEACH 2ND AMD PL PB 16-44 BAY DRIVE E OF COLLINS DRIVE & RIP RTS & PORT LYING EAST & ADJACENT WEST OF EROSION LINE PER PB 105-62 LOT SIZE 18492 SQ FT M/L OR 16372-2361 0394 3Town	Town of Surfside	Access	
Public beach access & road @ 96 Street	14-2235-007-2640	ALTOS DEL MAR NO 6 PB 8-106 LOT MARKED A AT E END OF UNAKA ST & RIP RTS & PORT LYING EAST & ADJACENT WEST OF EROSION LINE PER PB 105-62 LOT SIZE 3125 SQ FT M/L OR 16306-0287 0394 3	Folio 14-2235-007-2640 is under Town of Surfside Ownership; the rest of the ROW at this location is public ROW	Access	Folio 14-2235-007-2640 is only a portion of the public access at this location; the majority of the ROW is public with road maintenance under Village of Bal Harbour)

DATE MICROFILMED: 20/1994      COURTHOUSE TOWER: Orville Charles  
 LOCATION:      CAMERA OPERATOR: Orville Charles  
 DEPUTY CLERK, CIRCUIT COURT

OFF. REC: 16306PT0287

OFF. REC: 16372PT2361

31A17

94R2464.15 1994 MAY 20 10:50

Return to:  
 Right of Way Division  
 Dade County Public Works Dept.  
 111 N.W. 1st Street  
 Miami, FL 33128-1970

94R160243 1994 APR 04 14:15

Instrument prepared by:

Jack R. Clark  
 Dade County Public Works Dept.  
 111 N.W. 1st Street  
 Miami, FL 33128-1970

14-2235-005, 4150, 4160, 4170, 4180  
 Folio No. 14-2235-006, 2950, 2960, 2970, 2980, 2990, 3000  
14-2235-007, 2630, 2640

COUNTY QUIT CLAIM DEED

THIS DEED, Made this 15 day of MARCH, A.D. 1994, by and between DADE COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is: Suite 220 Stephen P. Clark Center, 111 N.W. 1st Street, Miami, Florida 33128-1963, party of the first part, and the TOWN OF SURFSIDE, a municipal corporation under the laws of the State of Florida, whose address is Town Hall, 9293 Harding Avenue, Surfside, Florida 33154, party of the second part,

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to it in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, has remise, released and quitclaimed, and by these presents does remise, release and quitclaim unto the party of the second part, its successors and assigns forever, the following described land, situate, lying and being in the County of Dade, State of Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO

2294

5

1994

Jan 20 1994 DATE MICROFILMED  
 COURTHOUSE TOWER LOCATION  
*Charles* CAMERA OPERATOR  
 DEPUTY CLERK, CIRCUIT COURT

OFF. REC. 16306P0288

OFF. REC. 16372P2362

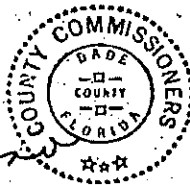
This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described, and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF, the said party of the first part, has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chairperson or Vice Chairperson, and attested by the Clerk or Deputy Clerk of said Board, the day and year aforesaid.

ATTEST:

HARVEY RUVIN,  
CLERK OF SAID BOARD

  
 Deputy Clerk



DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

  
 By: \_\_\_\_\_ Chairperson

The foregoing was authorized and approved by Resolution No. R-339-94 of the Board of County Commissioners of Dade County, Florida, on the 15 day of MARCH, 1994.

This Quit Claim Deed is being re-recorded to show formal acceptance by the Town of Surfside, by Resolution No. 1385 dated May 10, 1994.

6

DATE MICROFILMED: *Jan 20 1994*

COURTHOUSE TOWER: LOCATION

CAMERA OPERATOR: *Orville Charles*  
DEPUTY CLERK, CIRCUIT COURT

OFF. REC. 1630670289  
EXHIBIT "A"

OFF. REC. 1637202363

88th Street, formerly known as Bay Drive, East of Collins Avenue, formerly known as Collins Drive, NORMANDY BEACH 2nd AMENDED PLAT, a Subdivision, Plat Book 16, Page 44, in the County of Dade, State of Florida.

89th Street, formerly known as Lake Avenue, East of Collins Avenue, formerly known as Collins Drive, NORMANDY BEACH 2nd AMENDED PLAT, a Subdivision, Plat Book 16, Page 44, in the County of Dade, State of Florida.

Froude Avenue, formerly known as Seventh Street, South of 88th Street, formerly known as Bay Drive, NORMANDY BEACH 2nd AMENDED PLAT, a Subdivision, Plat Book 16, Page 44 in the County of Dade, State of Florida.

Carlyle Avenue, formerly known as Fourth Street, South of 88th Street, formerly known as Bay Drive, NORMANDY BEACH 2nd AMENDED PLAT, a Subdivision, Plat Book 16, Page 44 in the County of Dade, State of Florida.

Parcel marked "Z" at Ocean end of 92nd Street, formerly known as Quamash Street, ALTOS DEL MAR #4, a Subdivision, Plat Book 10, Page 63, in the County of Dade, State of Florida.

Parcel marked "Z" at Bay end of 92nd Street, formerly known as Quamash Street, ALTOS DEL MAR #4, a Subdivision, Plat Book 10, Page 63, in the County of Dade, State of Florida.

Lot "A" at foot of 93rd Street, formerly known as Rose Street, facing on Biscayne Bay,

Lot "A" at foot of 93rd Street, formerly known as Rose Street, facing on Atlantic Ocean,

Lot "A" at foot of 92nd Street, formerly known as Quamash Street, facing on Biscayne Bay,

Lot "A" at foot of 92nd Street, formerly known as Quamash Street, facing on Atlantic Ocean,

Lot "A" at foot of 94th Street, formerly known as Smilax Street, facing on Biscayne Bay,

Lot "A" at foot of 94th Street, formerly known as Smilax Street, facing on Atlantic Ocean, all in ALTOS DEL MAR #5, Plat Book 8, Page 92, in the County of Dade, State of Florida.

Lot "A" at East end of 96th Street, formerly known as Unaka Street, ALTOS DEL MAR #6,

Lot "A" at East end of 95th Street, formerly known as Tulip Street, ALTOS DEL MAR #6,

Lot "A" at East end of 94th Street, formerly known as Smilax Street, ALTOS DEL MAR #6, all as recorded in the Public Records of Dade County, Florida, in Plat Book 8, Page 106.

Approved as to description

9/11 15-20-94  
*Jack R. Clark*

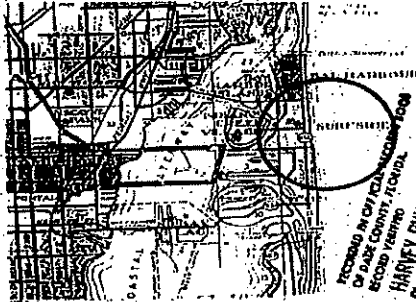
7



Jan 20 1994 DATE MICROFILMED  
 COURTHOUSE TOWER LOCATION  
*Charles Charles* CAMERA OPERATOR  
 DEPUTY CLERK, CIRCUIT COURT

OFF. REC. 16306P0290

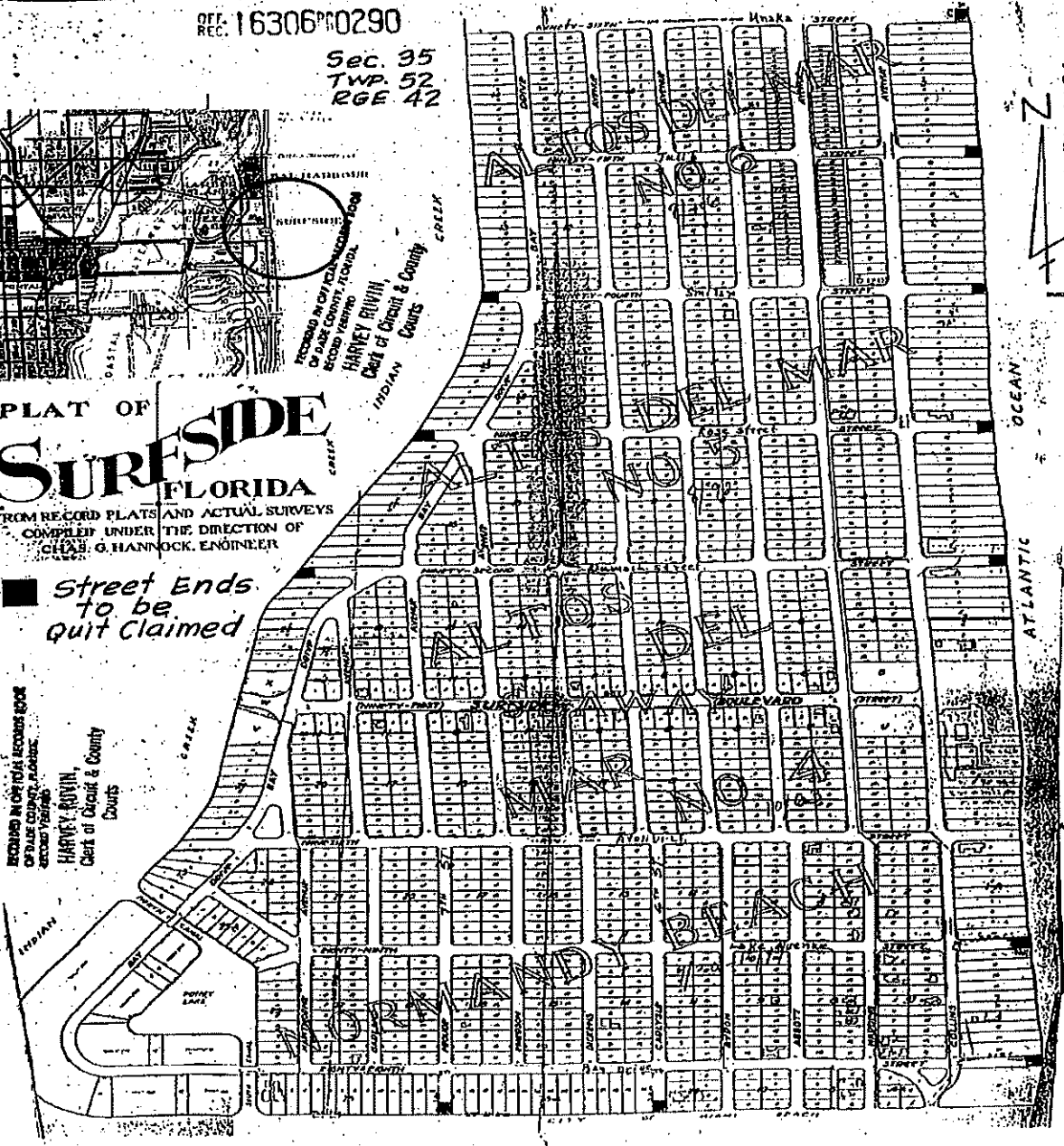
Sec. 35  
TWP. 52  
RGE 42



**PLAT OF**  
**SURFSIDE**  
**FLORIDA**  
 FROM RECORD PLATS AND ACTUAL SURVEYS  
 COMPILED UNDER THE DIRECTION OF  
 CHAS. G. HANNOCK, ENGINEER

■ Street Ends  
 to be  
 quit Claimed

RECORD IN OFFICIAL RECORDS BOOK  
 OF DADE COUNTY, FLORIDA  
 HARVEY RIVIN,  
 Clerk of Circuit & County  
 Courts




OFF. REC. 16371P02961  
 Z



# MEMORANDUM

ITEM NO. 3N

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

**From:** Guillermo Olmedillo, Town Manager 

**Date:** November 13, 2018

**Subject:** Approval of Resolution for an Agreement with the Miami-Dade State Attorney's Office for Reimbursement to the State for the Cost of Prosecution of Criminal Violations of the Town of Surfside Code for Fiscal Year Period 2018/2019.

---

The Town of Surfside and the Surfside Police Department utilize the Miami-Dade State Attorney's Office to prosecute certain criminal violations of the Town of Surfside Code, and the Town agrees to reimburse the State Attorney's Office for the costs related to such prosecutions for a defined period of time through mutual agreement.

In order to maintain and improve the health, safety, and welfare of the community, it is necessary to adequately enforce and prosecute violations of the Town's Municipal Code. Florida Statutes authorize the State Attorney to prosecute municipal ordinance violations that are punishable by incarceration. The Town has successfully utilized the Miami-Dade State Attorney's Office to prosecute these violations in past years.

The budget impact for Fiscal Year 2018/2019 is dependent on the number of prosecutions and the cost per prosecution is charged at the rate of \$50.00 per hour for the services of the State Attorney's Office. The State Attorney's Office will submit an invoice on a quarterly basis for services rendered.

The agreement for reimbursement to the State Attorney's Office for the cost of prosecution of criminal violations of the Town of Surfside Code is for the period of October 1, 2018 to September 30, 2019, Fiscal Year 2018/2019.

Staff recommends a motion to approve a resolution authorizing an agreement with the Miami-Dade State Attorney's Office for reimbursement to the State for the cost of prosecution of criminal violations of the Town of Surfside Code for Fiscal Year 2018/2019.

Prepared by JY 

**RESOLUTION NO. 2018 \_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE AGREEMENT BETWEEN THE TOWN OF SURFSIDE, FLORIDA AND THE STATE OF FLORIDA, OFFICE OF THE STATE ATTORNEY FOR THE ELEVENTH JUDICIAL CIRCUIT OF FLORIDA, FOR REIMBURSEMENT TO THE STATE FOR THE COST OF STATE ATTORNEY PROSECUTION OF CRIMINAL VIOLATIONS OF THE TOWN OF SURFSIDE CODE FOR THE FISCAL YEAR PERIOD 2018/2019; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE TOWN MANAGER AND TOWN OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the Agreement attached as Exhibit “A” provides for the State Attorney to prosecute certain criminal violations of the Town of Surfside Code, where the Town has agreed to reimburse the State Attorney for costs related to such prosecutions for the period from October 1, 2018 to September 30, 2019; and

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

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

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

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

**Section 3. Execution of Agreement; Authorization of Town Officials.** The Town Manager is authorized to execute the Agreement on behalf of the Town, and any new agreements, renewals or extensions of the Agreement beyond the term of Fiscal Year Period 2018/2019. The Town Manager and/or his designee, Town Officials and the Town Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement and the purposes of this Resolution.

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

PASSED AND ADOPTED this 13<sup>th</sup> day of November, 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 \_\_\_\_\_

\_\_\_\_\_  
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

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

This agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between TOWN OF SURFSIDE, FLORIDA, a Florida municipal corporation (hereinafter referred to as the “Town”) and the OFFICE OF THE STATE ATTORNEY FOR THE ELEVENTH JUDICIAL CIRCUIT OF FLORIDA (hereinafter referred to as “State Attorney”).

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

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

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE I**  
**Services**

The State Attorney agrees to prosecute municipal ordinance violations as authorized in Sections 27.02, and 27.34, Florida Statutes. The Town agrees to remit, subject to the terms outlined in Article III of this agreement, to the State Attorney the required funds to reimburse for costs associated with the prosecution of violations of the Municipal Code for the period of October 1, 2018 through September 30, 2019. The State Attorney shall provide such clerical and professional personnel as may be required for the performance of any of the functions of the State Attorney as set forth in this agreement. This agreement does not commit the Town to pay for the prosecution of Municipal Code violations ancillary to state prosecution or for the prosecution of municipal ordinance violations not punishable by incarceration. This agreement specifically does not authorize the State to handle appeals of municipal ordinances on constitutional grounds, which shall remain the responsibility of the municipality that passed the ordinance.

**ARTICLE II**  
**Terms**

This agreement shall expire on September 30, 2019, unless terminated earlier pursuant to Article VII of this agreement. Under no circumstances shall the Town be liable to continue or extend this agreement beyond this date. This agreement may only be amended in writing, through a document executed by duly authorized representatives of the signatories to this agreement.

**ARTICLE III**  
**Payment Schedule**

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

**ARTICLE IV**  
**Responsibilities**

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

**ARTICLE V**  
**Reporting**

All required reports shall be submitted to the \_\_\_\_\_.

## **ARTICLE VI**

### **Indemnification**

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

## **ARTICLE VII**

### **Termination**

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

## **ARTICLE VIII**

### **Service Charges**

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

## **ARTICLE IX**

### **Non-Discrimination**

The State Attorney agrees to abide and be governed by Title II of the Americans with Disabilities Act of 1990, Title VI and VII, Civil Rights Act of 1964 (42 USC 200d, e) and Title VIII of the Civil Rights Act of 1968, as amended, which provides in part that there will not be discrimination of race, color, sex, religious background, ancestry, or national origin in performance of this contract, in regard to persons served, or in regard to



employees or applicants for employment and it is expressly understood that upon receipt of evidence of discrimination, the Town shall have the right to terminate said agreement.

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

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.

ATTEST

State Attorney's Office  
Eleventh Judicial Circuit

By: \_\_\_\_\_

By: \_\_\_\_\_

Don L. Horn  
Chief Assistant State  
Attorney For Administration



**TOWN OF SURFSIDE**  
**PROCLAMATION, CERTIFICATE, COIN AND KEY TO THE TOWN**  
**REQUEST FORM**  
 OFFICE OF THE TOWN CLERK

Request for: Proclamation  Certificate  Key  Coin  (check one)

Date of Request: October 22, 2018

Name of Requestor: Daniel Gielchinsky

Organization: Town of Surfside

Address: \_\_\_\_\_

Phone / E-Mail: \_\_\_\_\_

Name of Individual / Organization to be honored:

Senator-Elect Jason Pizzo

Title for Proclamation or Certificate:

A Proclamation of the Town of Surfside Declaring November 20, 2018 Jason Pizzo Day

Date of Recognition: November 13, 2018 Commission Meeting

Reason for Recognition (*Please attach 4 – 6 "whereas clauses" as draft text for a Proclamation*):

See attached.

Document is to be:

- Presented at a Commission Meeting in November 2018 (month / year)
- Presented at the following event \_\_\_\_\_ (*Please attach event information to the request form*)
- Picked up by \_\_\_\_\_ on \_\_\_\_\_ (date)

**Administrative Use Only**

Proclamation \_\_\_\_\_ Certificate \_\_\_\_\_ Key \_\_\_\_\_ Coin \_\_\_\_\_

Approved: Yes \_\_\_\_\_ No \_\_\_\_\_ If no, state reason: \_\_\_\_\_

Approved Date: \_\_\_\_\_

Date Submitted for Mayor's Signature: \_\_\_\_\_

Date Issued: \_\_\_\_\_

Completed by: \_\_\_\_\_

WHEREAS, during the primary race held on August 28, 2018, a diverse northeast Miami-Dade district elected Jason Pizzo as their next Senator for Florida State Senate District 38; and

WHEREAS, Senator-elect Pizzo will be sworn in as our next State Senator on November 20, 2018; and

WHEREAS, the Town of Surfside has always been a priority for Senator-elect Pizzo, in his community outreach and engagement, participation in the Surfside Citizen's Police Academy, and passion for the welfare of Surfside's youth; and

WHEREAS, Senator elect-Pizzo will put his talents, dedication and commitment to public service to work and do great things for the residents of the Town of Surfside, and for all of the communities that he represents;

Madam Clerk: you have the rest of this "form" language, but please send me back a draft. Below is the basic message I want the proclamation to communicate.

**NOW be it Resolved.....that November 20, 2018 is hereby Proclaimed Jason Pizzo Day.**



## *Proclamation*

*WHEREAS, during the primary race held on August 28, 2018, a diverse northeast Miami-Dade district elected Jason Pizzo as their next Senator for Florida State Senate District 38; and*

*WHEREAS, Senator-elect Pizzo will be sworn in as our next State Senator on November 20, 2018; and*

*WHEREAS, the Town of Surfside has always been a priority for Senator-elect Pizzo, in his community outreach and engagement, participation in the Surfside Citizen's Police Academy, and passion for the welfare of Surfside's youth; and*

*WHEREAS, Senator elect-Pizzo will put his talents, dedication and commitment to public service to work and do great things for the residents of the Town of Surfside, and for all of the communities that he represents;*

*NOW THEREFORE, the Town of Surfside hereby proclaims November 20, 2018 as Jason Pizzo Day.*

*In witness thereof, I have hereunto set my hand this 13<sup>th</sup> day of November, 2018.*

*Daniel Dietch, Mayor  
Town of Surfside, Florida*





# MEMORANDUM

ITEM NO. 4A1

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

**From:** Guillermo Olmedillo, Town Manager

**Date:** 11-13-18

**Subject:** Aggregated Single Family Lots

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The Town Commission requested the Planning and Zoning Board (Board) address the effects of aggregation of single-family lots. Staff prepared a memorandum and ordinance with amended changes to Section 90-45 Setbacks of the Code of Ordinances (Code). The Planning and Zoning Board reviewed these changes and asked staff to clarify the impact on pie-shaped lots within the H30A and H30B residential zoning districts. It was determined that many, if not all, of the existing pie shaped lots are already aggregated. After multiple reviews and simplification of the originally proposed language, the Planning and Zoning Board decided the language should be consistent for all aggregated lots, regardless of the configuration of the lot.

The ordinance before you would increase the interior side setbacks from 10% to 15% for properties which consist of more than one platted lot. The ordinance also limits the amount of square footage permitted on the second floor of an aggregated lot to no more than 64% of the first floor.

For example, under the current code a 100 foot X100 foot aggregated lot (10,000 sq ft) would be permitted up to a 7,200 square foot building with 10 foot side setbacks. The proposed ordinance change would require 15 foot side setbacks and a reduction of square footage allowed on the second floor. This results in a reduction of 640 square feet for a total building area of 6,560 square feet. The following chart provides an analysis of the changes.

Reviewed by

Prepared by

<b>Aggregated Lot (100' x 100')</b>			
<b>Setbacks</b>		<b>Lot Coverage</b>	
<b>Existing Code</b>	<b>Proposed Change</b>		
Front: 20 feet	20 feet (no change)	Lot Size: 100'x100' = 10,000 sq. ft.	
Rear: 20 Feet	20 feet (no change)	Maximum Lot Coverage: 4,000 sq. ft.	
Side: 10 feet	<b>15 feet</b>		
Side: 10 feet	<b>15 feet</b>		
<b>Building Footprint</b>		<b>Total Square footage Maximum</b>	
<b>Existing Code</b>	<b>Proposed Change</b>	<b>Existing Code</b>	<b>Proposed Change</b>
1 <sup>st</sup> Floor 60'x80' (but capped by lot coverage) 4,000 sq.ft.	<b>1<sup>st</sup> Floor 60'x70' (but capped by lot coverage) 4,000 sq.ft.</b>	7,200 sq.ft.	<b>6,560 sq.ft. (reduction of 640 sq.ft.)</b>
2 <sup>nd</sup> Floor (80% of 1 <sup>st</sup> Floor) 3,200 sq.ft.	<b>2<sup>nd</sup> Floor (64% of 1<sup>st</sup> Floor) 2,560 sq.ft.</b>		

**Staff Recommendation:** Review and approve the attached Ordinance on second reading.

**ORDINANCE NO. 18 - \_\_\_\_\_**

**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.**

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**, the Town Commission finds that the development of a single family  
6 structure on an aggregation of single family lots can create an over-sized dwelling which is  
7 incompatible with the surrounding neighborhood; and

8           **WHEREAS**, the Commission desires to encourage development consistent and  
9 compatible with the existing residential scale of the Town and therefore chooses to reduce the  
10 likelihood of over-development of lots within the single family neighborhoods; and

11           **WHEREAS**, the Commission directed the Planning and Zoning Board to review, analyze  
12 and make recommendations for zoning strategies to prevent development of over-sized  
13 incongruous with the character of the Town; and

14           **WHEREAS**, the Planning and Zoning Board recommended revisions to the setbacks and  
15 second story floor areas limitations for aggregated single family lots; and

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

18           **WHEREAS**, the Planning and Zoning Board, sitting as the Local Planning Agency, has  
19 reviewed the revisions to the Code for consistency with the Town’s Comprehensive Plan at a  
20 duly noticed hearing on August 30, 2018, September 27, 2018, and October 25, 2018; and



21           **WHEREAS**, the Town Commission has conducted a second duly noticed public hearing  
22 on these regulations as required by law on November 13, 2018; and

23  
24           **WHEREAS**, the Town Commission hereby finds and declares that adoption of this  
25 Ordinance is necessary, appropriate, and advances the public interest.  
26

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

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

31           **Section 2. Code Amendment.** The Code of Ordinances of the Town of Surfside,  
32 Section 90-45 “Setbacks” of Chapter 90 “Zoning” is hereby amended as follows<sup>1</sup>:

33           Sec. 90-45. - Setbacks.

34           (a) *Massing*:

35           (1) *Required massing—Generally.* The development of new single-family structures and additions  
36 to existing single-family structures shall abide by height and massing regulations.

37           Massing regulations are based on the height of the structure and are delineated between (a)  
38 single and multi-story structures (b) new structures or additions to existing structures and (c) the  
39 ratio of area of the first story to the area of the upper stories.

40           ~~The area of the upper stories (wall plane greater than 15 feet in height) for new structures and~~  
41 ~~additions to existing single-story structures shall not exceed 80 percent of the area of the first~~  
42 ~~story.~~

43           (2) *Required Massing—New single-story structures and single-story additions to single-story*  
44 *structures in H30A and H30B districts.* The following table shall be utilized for new single-story  
45 structures and single-story additions to existing single-story structures (up to 15 feet in height) in  
46 both the H30A and H30B districts.

H30A and H30B (SINGLE-STORY STRUCTURES UP TO 15 FEET IN HEIGHT)	PERCENTAGE
Maximum Lot Coverage	40%
SINGLE STORY STRUCTURES	MINIMUM SETBACK
Primary frontage	20 FT

<sup>1</sup> Additions to text are shown in underline. Deletions to text are shown in ~~striketrough~~. Additions after first reading are shown in double underline. Deletions after first reading are shown in ~~double striketrough~~.

Interior side (lots equal to or less than 50 feet in width)	5 FT
<del>Interior side (lots over 50 feet but less than 100 feet in width in H30A)</del>	<del>10% of the frontage</del>
Interior side (lots over 50 feet <del>but less than 75 feet</del> in width <del>in H30B</del> )	10% of the frontage
<del>Interior side (when the site consists of more than one lot of record, as shown on plats in effect on November 13, 2018, 100 feet or greater in width in H30A)</del>	<del>15% of the frontage</del>
<del>Interior side (75 feet or greater in width in H30B)</del>	<del>15% of the frontage</del>
Rear	20 FT
Secondary frontage (Corner only)	10 FT

47

48 (3) *Required Massing—Single-family homes within the H30A and H30B districts.* For single-family  
 49 homes within the H30A and H30B districts, the following table shall be utilized for new multi-  
 50 story structures or multi-story additions (additions greater than 15 feet in height) to existing  
 51 single-story structures where the upper-story floor area is less than 50 percent of first-story floor  
 52 area. Where provided both the minimum and average setback shall be utilized.

H30A AND H30B UPPER STORY FLOOR AREA IS LESS THAN 50% OF FIRST STORY FLOOR AREA	PERCENTAGE
Maximum Lot Coverage	40%
FIRST STORY (UP TO 15 FT IN HEIGHT)	SETBACK
Primary frontage	Minimum 20 FT
Interior side (lots equal to or less than 50 feet in width)	Minimum 5 FT
Interior side (lots over 50 feet <del>but less than 100 feet</del> in width <del>in H30A</del> )	Minimum 10% of the frontage
<del>Interior side (lots over 50 feet but less than 75 feet in width in H30B)</del>	<del>Minimum 10% of the</del>

	<u>frontage</u>
<u>Interior side (when the site consists of more than one lot of record, as shown on plats in effect on November 13, 2018)- (100 feet or greater in width in H30A)</u>	<u>15% of the frontage</u>
<u>Interior side (75 feet or greater in width in H30B)</u>	<u>15% of the frontage</u>
Rear	Minimum 20 FT
Secondary frontage (Corner only)	Minimum 10 FT
UPPER STORY OR WALL PLANES GREATER THAN 15 FT IN HEIGHT	SETBACK
Primary frontage	Minimum 20 FT
	Average 22.5 FT
Interior side (lots equal to or less than 50 feet in width)	Minimum 5 FT
	Average n/a
Interior side (lots greater than 50 feet in width)	Minimum 10% of lot frontage
	Average n/a
Rear	Minimum 20 FT
	Average n/a
Secondary frontage (corner only)	Minimum 10FT
	Average 12.5 FT

53

54 (4) *Required massing—New multi-story structures or multi-story additions.* For single-family homes  
55 within the H30A and H30B districts, the following table shall be utilized for new multi-story  
56 structures or multi-story additions (additions greater than 15 feet in height) to existing single-

57  
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story structures where the upper-story floor area is 50 percent to 64 percent of first-story floor area. Where provided, both the minimum and average setbacks shall be utilized.

H30A AND H30B UPPER STORY FLOOR AREA IS 50% TO 64% OF FIRST STORY AREA		PERCENTAGE
Maximum Lot Coverage		40%
FIRST STORY (UP TO 15 FT IN HEIGHT)		Setback
Primary frontage		Minimum 20 FT
Interior side (lots equal to or less than 50 feet in width)		Minimum 5 FT
Interior side (lots over 50 feet <del>but less than 100 feet in width in H30A)</del>		Minimum 10% of the frontage
<del>Interior side (lots over 50 feet but less than 75 feet in width in H30B)</del>		<del>Minimum 10% of the frontage</del>
<u>Interior side (when the site consists of more than one lot of record, as shown on plats in effect on November 13, 2018) (100 feet or greater in width in H30A)</u>		<u>15% of the frontage</u>
<del>Interior side (75 feet or greater in width in H30B)</del>		<del>15% of the frontage</del>
Rear		Minimum 20 FT
Secondary frontage (Corner only)		Minimum 10 FT
UPPER STORY OR WALL PLANES GREATER THAN 15 FT IN HEIGHT		SETBACK
Primary frontage		Minimum 20 FT
		Average 25 FT
Interior side (lots equal to or less than 50 feet in width)	H30A - Wall length is equal to or less than 20% of the lot depth	Minimum 5 FT
	H30A - Wall length is greater than 20% of	Average n/a
		Minimum 5 FT

	the lot depth	Average 7.5 FT
	H30B - Wall length is equal to or less than 25% of the lot depth	Minimum 5 FT
		Average n/a
	H30B - Wall length is greater than 25% of the lot depth	Minimum 5 FT
		Average 7.5 FT
Interior side (lots greater than 50 feet in width)	H30A - Wall length is equal to or less than 20% of the lot depth	Minimum 10% of lot frontage
		Average n/a
	H30A - Wall length is greater than 20% of the lot depth	Minimum 10% of lot frontage
		Average 15% of the frontage
	H30B - Wall length is equal to or less than 25% of the lot depth	Minimum 10% of the frontage
		Average n/a
	H30B - Wall length is greater than 25% of the lot depth	Minimum 10% of lot frontage
		Average 15% of the frontage
Rear		Minimum 20 FT
		Average n/a
Secondary frontage (corner only)		Minimum 10 FT
		Average 15 FT

60 (5) *Required Massing*—New multi-story structures or multi-story additions (additions greater than  
 61 15 feet in height) to existing single-story structures where the upper-story floor area is 65  
 62 percent to 80 percent of first-story floor area. For single family homes within the H30A and  
 63 H30B districts, the following table shall be utilized for new multi-story structures or multi-story  
 64 additions (additions greater than 15 feet in height) to existing single-story structures where the  
 65 upper-story floor area is 65 percent to 80 percent of first-story floor area. Where provided, both  
 66 the minimum and average setbacks shall be utilized.

H30A AND H30B UPPER STORY FLOOR AREA IS 65% TO 80% OF FIRST STORY FLOOR AREA		PERCENTAGE
<del>Lots in H30A 100 feet or greater in width and</del>	<del>Maximum Lot Width in H30A</del>	<del>less than 100 feet</del>
<del>lots in H30B 75 feet or greater in width are not eligible to build a second story with more floor area than 64% of the first floor</del>	<del>Maximum Lot Width in H30B</del>	<del>less than 75 feet</del>
<u>This Section applies only when the site consists of a single lot of record, as shown on plats in effect on November 13, 2018</u>		
Maximum Lot Coverage		40%
FIRST STORY (UP TO 15 FT IN HEIGHT)		SETBACK
Primary frontage		Minimum 20 FT
Interior side (lots equal to or less than 50 feet in width)		Minimum 5 FT
<del>Interior side (lots over 50 feet but less than 100 feet in width in H30A). Lots in the H30A 100 feet or greater in width are not eligible to build more than 64% of the first floor)</del>		Minimum 10% of the frontage
<del>Interior side (lots over 50 feet but less than 75 feet in width in H30B). Lots in the H30B 75 feet or greater in width are not eligible to build more than 64% of the first floor)</del>		<del>Minimum 10% of the frontage</del>
Rear		Minimum 20 FT

Secondary frontage (Corner only)		Minimum 10 FT
UPPER STORY OR WALL PLANES GREATER THAN 15 FT IN HEIGHT		Setback
Primary frontage		Minimum 20 FT
		Average 30 FT
Interior side (lots equal to or less than 50 feet in width)	H30A - Wall length is equal to or less than 20% of the lot depth	Minimum 5 FT
		Average n/a
	H30A - Wall length is greater than 20% of the lot depth	Minimum 5 FT
		Average 10 FT
	H30B - Wall length is equal to or less than 25% of the lot depth	Minimum 5 FT
		Average n/a
	H30B - Wall length is greater than 25% of the lot depth	Minimum 5 FT
		Average 10 FT
Interior side (lots greater than 50 feet in width)	H30A - Wall length is equal to or less than 20% of the lot depth	Minimum 10% of lot frontage
		Average n/a
	H30A - Wall length is greater than 20% of the lot depth	Minimum 10% of lot frontage
		Average 20% of the frontage
	H30B - Wall length is equal to or less than 25% of the lot depth	Minimum 10% of lot frontage
		Average n/a

	H30B - Wall length is greater than 25% of the lot depth	Minimum 10% of lot frontage
		Average 20% of the frontage
Rear		Minimum 20 FT
		Average n/a
Secondary frontage (Corner only)		Minimum 10 FT
		Average 20 FT

67 \* \* \*

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

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

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

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

80

81 **PASSED** on first reading this 14<sup>th</sup> day of August, 2018.

82 **PASSED** and **ADOPTED** on second reading this 13<sup>th</sup> day of November, 2018.

83

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

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



86 **FINAL VOTE ON ADOPTION**

87 Commissioner Barry Cohen \_\_\_\_\_  
88 Commissioner Michael Karukin \_\_\_\_\_  
89 Commissioner Tina Paul \_\_\_\_\_  
90 Vice Mayor Daniel Gielchinsky \_\_\_\_\_  
91 Mayor Daniel Dietch \_\_\_\_\_

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93

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

94

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96 **ATTEST:**

97

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

99

100  
101 **APPROVED AS TO FORM AND LEGALITY FOR THE USE**  
102 **AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

103

104

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

105

106

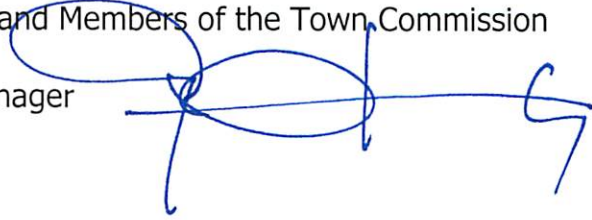
107



# MEMORANDUM

ITEM NO. 4B1

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

**From:** Guillermo Olmedillo, Town Manager 

**Date:** November 13, 2018

**Subject:** Lobbyist Registration Exemption for Representatives of Single Family Property Owners

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An often overlooked aspect of the lobbyist registration requirements is the impact on single family property owners. A single family property owner will often work with an architect, landscape architect, contractor or builder to develop renovation plans. Most of these improvements, even when minor, are required to be reviewed by the Planning and Zoning Board as part of their design review approval. Frequently, the property owner's professional contractors – architect, landscape architect, contractor or builder – are the people working with staff and occasionally they will appear before the Planning and Zoning Board or Town Commission as the application is processed. Currently these contractors are required to register as lobbyists. The attached ordinance provides an exemption from the registration requirement for representatives of single family property owners, who are processing a design review or development approval application for their single family property, provided the representative is only interacting with staff or representing the property owner at a *public* meeting. The exemption would not apply, and the representative would therefore be required to register as a lobbyist, if they chose to meet individually to lobby an individual commission member.

**Staff Recommendation:** Review and approve the attached Ordinance on first reading.

Reviewed by

Prepared by

ORDINANCE NO. 18 - \_\_\_\_\_

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING SECTION 2-235 – “LOBBYING” TO PROVIDE EXEMPTION FROM THE LOBBYIST REGISTRATION REQUIREMENTS FOR REPRESENTATIVES OF SINGLE FAMILY PROPERTY OWNERS IN CERTAIN SITUATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside (“Town”) Commission adopted a Code of Ethics on April 10, 2007 establishing standards of conduct for current and former town officials, employees and persons doing business with the Town; and

**WHEREAS**, the Town Commission subsequently amended the Code of Ethics on January 15, 2013, December 9, 2014, February 16, 2017, December 13, 2017, and March 13, 2018 to impose additional regulations on lobbyists, include an honor code for elected and appointed Town officials and employees and to address lobbyists’ appeals of fines for failure to file required expenditure reports; and

**WHEREAS**, the Town Commission desires to further amend the Code of Ethics in Article VII of the Town Code to provide an exemption from lobbyist registration for representatives of single family property owners when their representation is limited to interactions with town staff and public participation in public board or commission meetings for design review and development approval applications for the property owner’s single family property.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA:**<sup>1</sup>

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

<sup>1</sup>Additions to the text are shown in underline. Deletions are shown in ~~strikethrough~~. Additions made after first reading are shown in double underline. Deletions made after first reading are shown in ~~double-strikethrough~~.

**Section 2. Town Code Amended.** Section 2-235 – “Lobbying” of the Surfside Town Code of Ordinances is hereby amended and shall read as follows:

ARTICLE VII. - CODE OF ETHICS

\* \* \*

Sec. 2-235. - Lobbying.

This section shall be applicable to all lobbyists as defined below, and shall also constitute a standard of conduct and behavior for all lobbyists. The provisions of this section shall be applied in a cumulative manner.

- (1) *Definitions.* For purposes of this section, the following words, terms and phrases shall have the meanings as indicated below:
  - a. *Town personnel.* Those town officers and employees specified to include the mayor and town commissioners, town board or town committee members, and all town employees.
  - b. *Lobbyist.* All persons, attorneys, firms, or corporations employed or retained by a principal who seeks to encourage the passage, defeat, or modifications of (1) any ordinance, resolution, action or decision of the town commission; (2) any action, decision, recommendation of a town board or committee; or (3) any action, decision or recommendation of town personnel during the time period of the entire decision-making process on such action, decision or recommendation which foreseeably will be heard or reviewed by the town commission, or a town board or committee. "Lobbyist" specifically includes the principal, as defined in this section, as well as any agent, officer or employee of a principal, regardless of whether such lobbying activities fall within the normal scope of employment of such agent, officer or employee. The term "lobbyist" specifically excludes any person who only appears as a representative of a not-for-profit 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, and any person whose representation is limited to interactions with town staff or appearances at a public meeting as a representative of a single family property owner for a design review or development approval application for the single family property owned by that property owner.
  - c. *Principal.* All persons, firms, or corporations who employ a lobbyist.

\* \* \*

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

**Section 4. Inclusion in the Code.** It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word “Ordinance” may be changed to “Section” or other appropriate word.

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

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

PASSED AND ADOPTED on first reading this 13th day of February, 2018.

PASSED AND ADOPTED on second reading this \_\_\_ day of \_\_\_\_\_, 2018.

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

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

**FINAL VOTE ON ADOPTION:**

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

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

**ATTEST:**

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

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

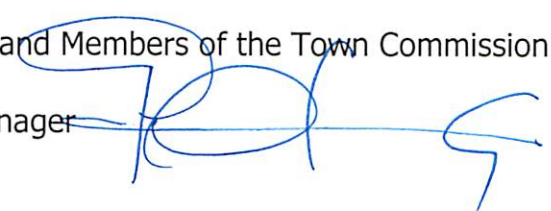
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Weiss Serota Helfman Cole & Bierman, P.L.,  
Town Attorney



# MEMORANDUM

ITEM NO. 4B2

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Guillermo Olmedillo, Town Manager   
**Date:** 11-13-2018  
**Subject:** Corner Lot Fences

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The Town Commission requested that the Planning and Zoning Board (Board) evaluate the height and opacity requirements for fences in the front and street side yards. A speaker during the Good and Welfare portion of the July Town Commission meeting spoke of privacy concerns with the four foot high maximum height of a fence. In addition, a resident who recently was approved for a fence sent an email expressing concerns over the four foot high fence requirement as well as the requirement to have a maximum opacity of 50%. As lots are redeveloped and pools are installed towards the street side, a four foot high fence with a maximum opacity of 50% has presented challenges to homeowners.

The Planning & Zoning Board directed staff to prepare language to accommodate fences in the rear for corner properties facing the street. Below is proposed language:

## **90-56.5 Modification of secondary frontage fence and ornamental wall regulations.**

- (1) A fence or ornamental wall that has a maximum opacity of 100 percent and a maximum height of six five-feet, as measured from grade, may project into or enclose the street side yard of a corner lot, provided:
  - a. The fence or wall is not placed in front of the front façade of the primary residential structure and extends beyond the plane of the front façade on only one side of the primary residential structure;
  - b. The fence or wall is setback three feet from any property line;
  - c. Shrubs shall be installed at the time the fence or wall is installed; and
  - d. The shrubs shall be planted a minimum of 36 inches in height, shall be placed 24 inches on center and shall cover the exterior of the fence or wall

Reviewed by

Prepared by

~~within one year after the final inspection of the fence. up to 50 percent of the rear portion of the primary corner yard. provided that the fence shall be placed at least ten feet from the right-of-way line or the fence shall be aligned with the wall plane of the subject home.~~

~~(2) — An ornamental wall whose surface above two feet measured from grade maintains a maximum opacity of 50 percent and a maximum height of five feet, may project into or enclose up to 50 percent of the rear portion of the primary corner yard provided that the ornamental wall shall be placed at least ten feet from the right-of-way line or the ornamental wall shall be aligned with the wall plane of the subject home.~~

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~~90-56.6 When being installed as a safety feature for a swimming pool in a front or primary corner yard, a fence or ornamental wall shall be permitted at a maximum of four feet in height. The applicant shall demonstrate evidence relative to this hardship.~~

90-56.9 Hedges shall be no more than four feet in height in the front yard and side corner yards and ten feet in height in the rear and interior side yards, except as required by section 90-56.5(1). Hedges may be higher if granted approval by the design review board, on a case-by-case basis.

The proposed ordinance has no additional staff impacts for implementation or enforcement.

**Staff Recommendation:** Review and approve the attached Ordinance on first reading.



ORDINANCE NO. 18 - \_\_\_\_\_

**AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA AMENDING SECTION 90-56.5 “MODIFICATION OF SECONDARY FRONTAGE FENCE AND ORNAMENTAL WALL REGULATIONS” OF “CHAPTER 90 ZONING” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES TO ADDRESS FENCE AND SHRUB REQUIREMENTS 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.**

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**, the Town Commission finds that the privacy fences offer protection and  
6 privacy for residential yards; and

7           **WHEREAS**, the Commission desires to address the privacy needs of corner lots where  
8 private recreation areas abut street frontages; and

9           **WHEREAS**, the Commission directed the Planning and Zoning Board to review, analyze  
10 and make recommendations for zoning strategies to permit additional privacy for street yards  
11 when located on corner lots; and

12           **WHEREAS**, the Planning and Zoning Board evaluated street yard and corner lot privacy  
13 issues and has offered recommended changes to the Town Code to address corner lot fencing  
14 requirements; and

15           **WHEREAS**, the Town Commission held its first public hearing on these regulations on  
16 November 13, 2018; and

17           **WHEREAS**, the Planning and Zoning Board, sitting as the Local Planning Agency, has  
18 reviewed the revisions to the Code for consistency with the Town’s Comprehensive Plan at a  
19 duly noticed hearing on \_\_\_\_\_, 2018; and

20           **WHEREAS**, the Town Commission has conducted a second duly noticed public hearing  
21 on these regulations as required by law on \_\_\_\_\_, 2018; and

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

**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 90-56 “Fences, walls and hedges” of Chapter 90 “Zoning” is hereby amended as follows<sup>1</sup>:

**Sec. 90-56. - Fences, walls and hedges.**

\* \* \*

**90-56.5 Modification of secondary frontage fence and ornamental wall regulations.**

- (1) A fence or ornamental wall that has a maximum opacity of 100 percent and a maximum height of six five feet, as measured from grade, may project into or enclose the street side yard of a corner lot, provided:
- a. The fence or wall is not placed in front of the front façade of the primary residential structure and extends beyond the plane of the front façade on only one side of the primary residential structure;
  - b. The fence or wall is setback three feet from any property line;
  - c. Shrubs shall be installed at the time the fence or wall is installed; and
  - d. The shrubs shall be planted a minimum of 36 inches in height, shall be placed 24 inches on center and shall cover the exterior of the fence or wall within one year after the final inspection of the fence. ~~up to 50 percent of the rear portion of the primary corner yard. provided that the fence shall be placed at least ten feet from the right-of-way line or the fence shall be aligned with the wall plane of the subject home.~~

- ~~(2) An ornamental wall whose surface above two feet measured from grade maintains a maximum opacity of 50 percent and a maximum height of five feet, may project into or enclose up to 50 percent of the rear portion of the primary corner yard provided that the ornamental wall shall be placed at least ten feet~~

<sup>1</sup> Additions to text are shown in underline. Deletions to text are shown in ~~strikethrough~~.

55 from the right of way line or the ornamental wall shall be aligned with the wall  
56 plane of the subject home.

57 \*\*\*

58 ~~90-56.6 When being installed as a safety feature for a swimming pool in a front or~~  
59 ~~primary corner yard, a fence or ornamental wall shall be permitted at a~~  
60 ~~maximum of four feet in height. The applicant shall demonstrate evidence~~  
61 ~~relative to this hardship.~~

62 90-56.9 Hedges shall be no more than four feet in height in the front yard and side  
63 corner yards and ten feet in height in the rear and interior side yards, except as  
64 required by section 90-56.5(1). Hedges may be higher if granted approval by  
65 the design review board, on a case-by-case basis.

66 \* \* \*

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

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

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

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

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80 **PASSED** on first reading this 13<sup>th</sup> day of November, 2018.

81 **PASSED** and **ADOPTED** on second reading this \_\_\_\_ day of \_\_\_\_\_, 2018.

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

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

85

86 **FINAL VOTE ON ADOPTION**

87 Commissioner Barry Cohen \_\_\_\_\_  
88 Commissioner Michael Karukin \_\_\_\_\_  
89 Commissioner Tina Paul \_\_\_\_\_  
90 Vice Mayor Daniel Gielchinsky \_\_\_\_\_  
91 Mayor Daniel Dietch \_\_\_\_\_

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

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96 **ATTEST:**

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

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

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

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# MEMORANDUM

ITEM NO. 4B3

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

**From:** Lillian Arango, Town Attorney

**Date:** November 13, 2018

**Subject:** Ordinance Amending Section 34-11, "Prohibition on Distribution, Sale or Use of Plastic Straws," to Clarify the Definition of Plastic Straw and Provide for Reasonable Accommodations

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**Background:** On March 13, 2018, the Town Commission adopted Ordinance No. 2018-1676 creating Section 34-11 of the Town Code of Ordinances ("Code") to provide a prohibition on the distribution, sale, or use of plastic straws.

**Analysis:** Since Ordinance No. 2018-1676 was adopted, several companies have announced plans to phase out and discontinue the use of plastic straws in their establishments worldwide. In addition, various municipalities have adopted their own plastic straw prohibitions and members of the media and public have expressed their satisfaction and concerns with plastic straw prohibitions.

As plastic straw prohibitions have evolved over the last year, it has become apparent that certain improvements can be made to the Town's existing ordinance. The proposed ordinance would amend Section 34-11 by:

- Clarifying the definition of plastic straws to specifically include plastic stirrers and exclude straws made of non-plastic materials such as paper, sugar cane, bamboo, or similar materials.
- Including an additional exception for individuals needing a reasonable accommodation due to a medical or physical condition.

**Budget Impact:**

**Programming:** Implementation and enforcement of the plastic straw prohibition commenced with the adoption of the original ordinance in March, 2018 and is ongoing.

Town Administration and Code Enforcement will continue educational and enforcement efforts of the amended Ordinance.

**Commission Direction:** Staff recommends the Commission review the attached Ordinance and approve on first reading.

1 **ORDINANCE NO. 2018-\_\_\_\_\_**

2 **AN ORDINANCE OF THE TOWN COMMISSION OF THE**  
3 **TOWN OF SURFSIDE, FLORIDA, AMENDING SECTION**  
4 **34-11, “PROHIBITION ON DISTRIBUTION, SALE OR USE**  
5 **OF PLASTIC STRAWS” OF THE TOWN’S CODE OF**  
6 **ORDINANCES TO CLARIFY THE DEFINITION OF**  
7 **PLASTIC STRAW AND PROVIDE FOR REASONABLE**  
8 **ACCOMMODATIONS; PROVIDING FOR**  
9 **CODIFICATION; PROVIDING FOR SEVERABILITY;**  
10 **PROVIDING FOR CONFLICTS; AND PROVIDING FOR**  
11 **AN EFFECTIVE DATE.**

12 **WHEREAS**, on March 13, 2018, the Town of Surfside (“Town”) Commission adopted  
13 Ordinance No. 2018-1676 creating Section 34-11 of the Town Code of Ordinances (“Code”) to  
14 provide a prohibition on the distribution, sale, or use of plastic straws; and

15 **WHEREAS**, since Ordinance No. 2018-1676 was adopted, several companies have  
16 announced plans to phase out and discontinue the use of plastic straws in their establishments  
17 worldwide; various municipalities have adopted their own plastic straw prohibitions; and  
18 members of the media and public have expressed their satisfaction and concerns with plastic  
19 straw prohibitions; and

20 **WHEREAS**, the Town Commission finds that Section 34-11 of the Town Code should  
21 be amended by clarifying the definition of plastic straws to include plastic stirrers, which  
22 contribute to pollution, and to specifically define what is not considered a plastic straw; and

23 **WHEREAS**, the Town Commission finds that Section 34-11 of the Town Code should  
24 be further amended to include an additional exception for individuals needing a reasonable  
25 accommodation due to a medical or physical condition; and

26 **WHEREAS**, the Town Commission finds that this Ordinance is necessary for the  
27 preservation and improvement of the environment, public health, safety and welfare of the  
28 Town’s residents and visitors.

29 **NOW, THEREFORE, THE COMMISSION OF THE TOWN OF SURFSIDE**  
30 **HEREBY ORDAINS:**<sup>1</sup>

31 **Section 1.** **Recitals.** The above-stated recitals are true and correct and are  
32 incorporated herein by this reference.

<sup>1</sup> Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicted with highlighted ~~double-strikethrough~~ and double underline.





- 65                   b. This prohibition shall not apply to medical or dental facilities.  
66                   c. This prohibition shall not apply to the school district or county, state,  
67                   or federal governmental entities.  
68                   d. This prohibition shall not apply where a reasonable accommodation is  
69                   needed by an individual due to a medical or physical condition.

70           (c) ***Enforcement; Penalties***

- 71                   (1) Following adoption of this Section, the Town shall engage in public education  
72                   efforts to inform commercial establishments of the provisions of this Section  
73                   and to provide assistance with identifying alternatives to Plastic Straws.  
74                   (2) ~~Beginning May 1, 2018,~~ The Town's Code Compliance Department shall  
75                   enforce all provisions of this Section.  
76                   (3) Penalties for violations of the provisions of this Section shall be enforced  
77                   through Chapter 15 of the Town Code. Fines shall be in the amounts  
78                   prescribed in the schedule of civil penalties adopted by resolution.

79   **Secs. 34-12 – 34-25. Reserved.**

80                   **Section 3. Codification.** It is the intent of the Town Commission that the provisions  
81                   of this ordinance shall become and be made a part of the Town's Code of Ordinances, and that  
82                   the sections of this Ordinance may be renumbered or relettered, and the word "ordinance" may  
83                   be changed to "section," "article," "regulation," or such other appropriate word or phrase in  
84                   order to accomplish such intentions.

85                   **Section 4. Severability.** The provisions of this Ordinance are declared to be  
86                   severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be  
87                   held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining  
88                   sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it  
89                   being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any  
90                   part.

91                   **Section 5. Conflicts.** All ordinances or parts of ordinances, resolutions or parts of  
92                   resolutions, in conflict herewith, are repealed to the extent of such conflict.

93                   **Section 6. Effective Date.** This Ordinance shall become effective immediately upon  
94                   final adoption on second reading.

95                   **PASSED** on first reading on the 13<sup>th</sup> day of November, 2018.

96                   **PASSED AND ADOPTED** on second reading on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

97        **On Final Reading Moved By:** \_\_\_\_\_

98        **On Final Reading Second By:** \_\_\_\_\_

99        **FINAL VOTE ON ADOPTION**

- 100    Commissioner Barry Cohen        \_\_\_\_\_
- 101    Commissioner Michael Karukin    \_\_\_\_\_
- 102    Commissioner Tina Paul        \_\_\_\_\_
- 103    Vice Mayor Daniel Gielchinsky    \_\_\_\_\_
- 104    Mayor Daniel Dietch            \_\_\_\_\_

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

110    **ATTEST:**

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113    \_\_\_\_\_  
114    Sandra Novoa, MMC  
115    Town Clerk

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

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121    \_\_\_\_\_  
122    Weiss Serota Helfman Cole & Bierman, P.L.  
123    Town Attorney



# MEMORANDUM

ITEM NO. 4B4

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

**From:** Lillian M. Arango and Kathryn Mehaffey, Town Attorney

**Date:** 11-13-2018

**Subject:** Reasonable Accommodation Procedure

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We were reviewing the Town Code safety mechanisms which have previously been adopted to ensure the Town is protected and has available preventative mechanisms to protect against and reduce litigation and ensure the Town has the tools available to comply with federal requirements. While the Town did adopt a RLUIPA Accommodation procedure a number of years ago, a broader process to address fair housing and the ADA does not currently exist. The proposed ordinance provides a procedure for processing requests for reasonable accommodation to its ordinances, rules, policies, and procedures by persons with disabilities. The Ordinance does not provide any specific entitlements but simply provides a procedure which provides protection and due process to disabled individuals while still providing for the preservation of the integrity of the Town's Code of Ordinances and zoning districts, including the protection of the residential character of its residential neighborhoods.

**Staff Recommendation:** Review and approve the attached Ordinance on first reading.

Reviewed by LA

Prepared by KM

ORDINANCE NO. 18 - \_\_\_\_\_

**AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA CREATING SECTION 90-100 “REASONABLE ACCOMMODATION PROCEDURES” OF “CHAPTER 90 ZONING” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES TO PROVIDE REASONABLE ACCOMMODATION PROCEDURES FOR DISABLED PERSONS UNDER THE FAIR HOUSING ACT AND AMERICANS WITH DISABILITIES ACT; 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 needs and legal standards; and

4           **WHEREAS**, the Town Commission desires to assure that it provides a reasonable  
5 accommodation application procedure in order to provide full protection and due process to  
6 disabled individuals and provide for the preservation of the integrity of the Town of Surfside’s  
7 Code of Ordinances and zoning districts, including the protection of the residential character of  
8 its residential neighborhoods; and

9           **WHEREAS**, the Town Commission held its first public hearing on these regulations on  
10 November 13, 2018; and

11           **WHEREAS**, the Planning and Zoning Board, sitting as the Local Planning Agency, has  
12 reviewed the revisions to the Code for consistency with the Town’s Comprehensive Plan at a  
13 duly noticed hearing on \_\_\_\_\_, 2018; and

14           **WHEREAS**, the Town Commission has conducted a second duly noticed public hearing  
15 on these regulations as required by law on \_\_\_\_\_, 2018; and

16  
17           **WHEREAS**, the Town Commission hereby finds and declares that adoption of this  
18 Ordinance is necessary, appropriate, and advances the public interest.  
19

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

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

24 **Section 2. Code Amendment.** The Code of Ordinances of the Town of Surfside,  
25 Section 90-100 “Reasonable accommodation procedures” of Chapter 90 “Zoning” is hereby  
26 created as follows<sup>1</sup>:

27 **ARTICLE IX. – REASONABLE ACCOMMODATION AND RELIGIOUS LAND USE RELIEF**  
28 **PROCEDURES**

29 \* \* \*

30 99-100. – Reasonable accommodation procedures.

31 (a) Implementation of policy. This section implements the policy of the town for processing of  
32 requests for reasonable accommodation to its ordinances, rules, policies, and procedures for  
33 persons with disabilities as provided by the Federal Fair Housing Amendments Act (42  
34 U.S.C. 3601 et seq.)("FHA") and Title II of the Americans with Disabilities Act (42 U.S.C.  
35 Section 12131 et seq.)("ADA"). For purposes of this section, a "disabled" individual or  
36 person is an individual that qualifies as disabled and/or handicapped under the FHA and/or  
37 ADA. Any person who is disabled (or qualifying entities) may request a reasonable  
38 accommodation with respect to the town's ordinances, rules, policies, practices and/or  
39 procedures (hereinafter, for the purposes of this Section, the “Town Regulations”) as  
40 provided by the FHA and the ADA pursuant to the procedures set out in this section. The  
41 town commission shall appoint a special master who shall make final determinations on  
42 applications for reasonable accommodations related to relief from Town Regulations.

43 (b) Request to be in writing. A request by an applicant for reasonable accommodation under  
44 this section shall be made in writing by completion of a reasonable accommodation request  
45 form, which form is maintained by (and shall be submitted to) the town manager. The  
46 reasonable accommodation form shall contain such questions and requests for information  
47 as are necessary for processing the reasonable accommodation request. For a reasonable  
48 accommodation to any of the town regulations pertaining to housing or zoning, the  
49 application, shall, at a minimum, require the following information:

50 (1) Name and contact information for applicant or applicant's authorized representative;

51 (2) Address of housing or other location at which accommodation is requested;

52 (3) Description of reasonable accommodation required;

53 (4) A description of the accommodation and the specific regulation(s) and/or  
54 procedure(s) from which accommodation is sought;

<sup>1</sup> Additions to text are shown in underline. Deletions to text are shown in ~~strikethrough~~.

- 55        (5) Reason(s) the reasonable accommodation may be necessary for the individual(s) with  
56        disabilities to use and enjoy the housing or other service;
- 57        (6) A statement as to whether the applicant is seeking the accommodation in order to  
58        make housing and/or provision of housing financially viable, with supporting  
59        documentation;
- 60        (7) A statement as to whether the applicant is seeking the accommodation is  
61        therapeutically necessary, with supporting documentation; and
- 62        (8) Proof of satisfactory fire, safety, and health inspections required by Section 397.487,  
63        Florida Statutes, as amended, and other applicable law.
- 64        (c) *Medical information; confidentiality.* Should the information provided by the disabled  
65        individual to the town include medical information or records, including records indicating  
66        the medical condition, diagnosis or medical history of the disabled individual(s), such  
67        individual(s) may, at the time of submitting such medical information, request that the  
68        town, to the extent allowed by law, treat such medical information as confidential  
69        information of the disabled individual(s). The town shall thereafter endeavor to provide  
70        written notice to the disabled individual(s), and/or their representative, of any request  
71        received by the town for disclosure of the medical information or documentation which the  
72        disabled individual(s) has previously requested be treated as confidential by the town. The  
73        town will cooperate with the disabled individual(s), to the extent allowed by law, in actions  
74        initiated by such individual(s) to oppose the disclosure of such medical information or  
75        documentation, but the town shall have no obligation to initiate, prosecute or pursue any  
76        such action, or to incur any legal or other expenses (whether by retention of outside counsel  
77        or allocation of internal resources) in connection therewith, and may comply with any  
78        judicial order without prior notice to the disabled individual(s).
- 79        (d) *Determination process.*
- 80        (1) The special master shall issue a written determination within sixty (60) days of the  
81        date of receipt of a completed application or a date mutually agreeable to both the  
82        town and the applicant, except as provided in paragraph 3, below, and may, in  
83        accordance with federal law:
- 84                a. grant the accommodation request,
- 85                b. grant a portion of the request and deny a portion of the request and/or impose  
86                conditions upon the grant of the request, or
- 87                c. deny the request in accordance with federal law. If the request is denied, the  
88                order shall state the grounds therefore. All written determinations shall give  
89                notice of the right to appeal.
- 90        (2) The notice of determination shall be sent to the applicant (i.e., the disabled  
91        individuals or representative) by certified mail, return receipt requested.

92 (3) If reasonably necessary to reach a determination on the request for reasonable  
93 accommodation, the special master or town manager or designee, prior to the end of  
94 said sixty (60) day period, may request additional information from the applicant,  
95 specifying in sufficient detail what additional information is required. The applicant  
96 shall have fifteen (15) days after the date of the request for additional information to  
97 provide the requested information. In the event a request for additional information is  
98 made, the sixty (60) day period to issue a written determination shall no longer be  
99 applicable, and the special master shall issue a written determination within thirty  
100 (30) days after receipt of the additional information or 90 days after the initial receipt  
101 of the application, whichever is later. Such time frame may be extended by mutual  
102 agreement of the town and the applicant. If the applicant fails to provide all of the  
103 requested additional information within said fifteen-day period, the town manager or  
104 designee shall issue a written notice advising that the applicant has failed to timely  
105 submit the additional information and therefore the request for reasonable  
106 accommodation shall be deemed abandoned and/or withdrawn and no further action  
107 by the town with regard to said reasonable accommodation request shall be required.

108 (e) *Criteria for determination.* In determining whether the reasonable accommodation request  
109 shall be granted or denied, the applicant shall be required to establish that they are  
110 protected under the FHA and/or ADA by demonstrating that they are handicapped, disabled  
111 or prequalifying entities, as defined in the FHA and/or ADA. Further, the applicant must  
112 demonstrate that:

113 (1) A physical or mental impairment which substantially limits one or major life  
114 activities; a record of having such impairment; or that they are regarded as having  
115 such impairment.

116 (2) That the proposed accommodations being sought are reasonable and necessary. The  
117 foregoing (as interpreted by the courts in evaluating reasonable accommodation  
118 requests under the FHA or ADA) shall be the basis for a decision upon a reasonable  
119 accommodation request made by the special master, or by the town commission in the  
120 event of an appeal.

121 (3) The requested accommodation would not fundamentally alter the town's zoning  
122 scheme.

123 The special master may impose conditions or modifications he/she deems necessary to  
124 mitigate any factors which would fundamentally alter the town's zoning scheme or to  
125 protect the public health and safety or are reasonably necessary to assure compliance with  
126 his/her order.

127 (f) *Appeal of determination.* Within thirty (30) days after the special master's determination on  
128 a reasonable accommodation request, or any order or action of the special master with  
129 respect to the application of this section, is mailed to the applicant, such applicant may  
130 appeal the decision to the town commission. All appeals shall contain a statement  
131 containing sufficient detail of the grounds for the appeal. Appeals shall be to the town  
132 commission who shall, after public notice and a public hearing, render a determination as  
133 soon as reasonably practicable, but in no event later than sixty (60) days after an appeal has

134 been filed. Where the appeal is based upon a provision of the town regulations, the  
135 planning and zoning board shall first hold a hearing to make a recommendation on the  
136 appeal to the town commission.

137 (g) Fees. There shall be no fee imposed by the town in connection with a request for  
138 reasonable accommodation under this section or an appeal of a determination on such  
139 request to the town commission, and the town shall have no obligation to pay an  
140 applicant's (or an appealing party's, as applicable) attorneys' fees or costs in connection  
141 with the request, or an appeal.

142 (h) Stay of enforcement. While an application for reasonable accommodation, or appeal or a  
143 determination of same, is pending before the town, the town will not enforce the subject  
144 zoning ordinance, rules, policies, and procedures against the applicant.

145 (i) Miscellaneous provisions. The following general provisions shall be applicable:

146 (1) The town shall display a notice in the town's public notice bulletin board (and shall  
147 maintain copies available for review in the building/permitting division, and the town  
148 clerk's office), advising the public that disabled individuals (and qualifying entities)  
149 may request reasonable accommodation as provided herein.

150 (2) A disabled individual may apply for a reasonable accommodation on his/her own  
151 behalf or may be represented at all stages of the reasonable accommodation process  
152 by a person designated by the disabled individual.

153 (3) The town shall provide such assistance and accommodation as is required pursuant to  
154 FHA and ADA in connection with a disabled person's request for reasonable  
155 accommodation, including, without limitation, assistance with reading application  
156 questions, responding to questions, completing the form, filing an appeal; and  
157 appearing at a hearing, etc., to ensure the process is accessible.

158 (j) Revocation of reasonable accommodation. Any reasonable accommodation received shall  
159 be deemed revoked if the applicant or the property upon which the accommodation is  
160 granted is found in violation of any provision of the order granting the reasonable  
161 accommodation by a court of law or by the special master hearing code enforcement cases.

162 (k) Recertification. All reasonable accommodation requests approved by the town are valid for  
163 no more than two years. Recertification requests must be filed at least 90 days before the  
164 conclusion of the end of the two year period of effectiveness of the reasonable  
165 accommodation order. The process for recertification shall follow the same requirements  
166 as set forth above for "Requests for Accommodation", and review of recertification  
167 requests shall follow the same procedures as outlined above for new applications. The  
168 failure of the applicant to timely apply for annual recertification, or the denial of an  
169 application to recertify annually, shall result in the revocation of the approved reasonable  
170 accommodation. Recertification requests shall follow the same requirements as set forth  
171 above.

172 \* \* \*



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

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

178 **Section 5. Inclusion in the Code of Ordinances.** It is the intention of the Town  
179 Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made  
180 a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be  
181 renumbered or re-lettered to accomplish such intentions; and the word "Ordinance" may be changed  
182 to "Section" or other appropriate word.

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

185

186 **PASSED** on first reading this 13<sup>th</sup> day of November, 2018.

187 **PASSED** and **ADOPTED** on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

188

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

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

191 **FINAL VOTE ON ADOPTION**

192 Commissioner Barry Cohen \_\_\_\_\_  
193 Commissioner Michael Karukin \_\_\_\_\_  
194 Commissioner Tina Paul \_\_\_\_\_  
195 Vice Mayor Daniel Gielchinsky \_\_\_\_\_  
196 Mayor Daniel Dietch \_\_\_\_\_

197

198 \_\_\_\_\_  
199 Daniel Dietch, Mayor

200

201 **ATTEST:**  
202 \_\_\_\_\_  
203 \_\_\_\_\_  
204 Sandra Novoa, MMC, Town Clerk  
205

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

208

209

210 \_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.,

211 Town Attorney

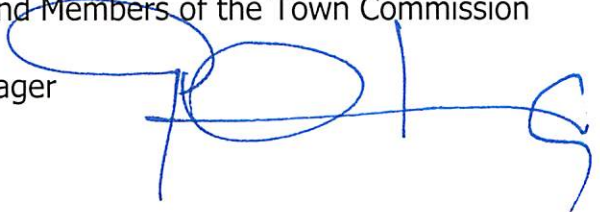
212



## MEMORANDUM

ITEM NO. 5A

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

**From:** Guillermo Olmedillo, Town Manager 

**Date:** November 13, 2018

**Subject:** Agreement for Food and Beverage Concession Services at The Surfside Community Center with Surf-N-Sides

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The Community Center Concession closed on December 1, 2017. The Town issued a Request for Proposals (RFP No. 2018-03) to seek a qualified vendor to operate the Concession. The RFP closed on May 18, 2018 at 2:00 pm. Surf-N-Sides was the sole proposer.

At the August 13, 2018 Town Commission meeting, staff were directed to work on finalizing a food and concession agreement with Surf-N-Sides.

Staff met with representatives from Surf-N-Sides to review and finalize all the items required in the agreement. During these meetings all areas of concern were addressed by both parties.

The key areas addressed are on the accompanying agreement under the following sections:

- 3. Payments to the Town
- 4. Term
- 10.1 b. Catering Services
- 10.1 c. Beach Service
- 10.6 Quality of Service / Controlled Rates and Charges
- 10.12 Performance and Payment Bond
- 12.2 Termination of Convenience

Pending Town Commission approval, the accompanying resolution authorizes the execution of the agreement with Surf-N-Sides as provided.

Reviewed by 

Prepared by 

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA SELECTING AND AWARDING THE PROPOSAL OF HANSA HANSA, LLC D/B/A SURF-N-SIDES FOR FOOD AND BEVERAGE CONCESSION SERVICES AT THE SURFSIDE COMMUNITY CENTER; 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. 2018-003 seeking to competitively procure food and beverage concession services at the Surfside Community Center (“Services”); and

**WHEREAS**, Hamsa Hamsa, LLC D/B/A Surf-N-Sides (“Contractor”) submitted the sole proposal in response to the RFP, and after review of the proposal submitted and recommendation of award, the Town wishes to select the proposal of the Contractor and award the Services; and

**WHEREAS**, the Town Commission wishes to engage the Contractor to provide the Services and authorize the Town Manager to execute the Agreement for Food and Beverage Concession 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 Contractor 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 Contractor and Award of Agreement.** The Town Commission hereby selects the proposal of the Contractor, Hamsa Hamsa, LLC D/B/A Surf-N-Sides, 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 Contractor 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/or designee is authorized to take any and all necessary action to implement the Services, the Agreement and the purposes of this Resolution, including approving and authorizing any renewals of the Agreement.

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

PASSED AND ADOPTED this 13<sup>th</sup> day of November, 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 \_\_\_\_\_

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

Attest:

---

Sandra Novoa, MMC  
Town Clerk

Approved as to Form and Legal Sufficiency:

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

**AGREEMENT FOR FOOD AND BEVERAGE CONCESSION  
SERVICES  
SURFSIDE COMMUNITY CENTER**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2018 (“Effective Date”) by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (hereinafter referred as to “Town”) and **HAMSA HAMSA, LLC**, A Florida Limited Liability Company, **D/B/A SURF-N-SIDES** (hereinafter referred to as the “Contractor”).

**WHEREAS**, the Town wishes to engage the Contractor to operate and manage food and beverage concession services for the Surfside Community Center/Pool Facility pursuant to the specifications outlined in Request for Proposals (RFP) No. 2018-003 (“RFP”), which is incorporated herein and made a part hereof; and

**WHEREAS**, in response to the RFP, the Town received the proposal of the Contractor, and the Town wishes to select the Contractor to provide the services as qualified and in the best interests of the Town; and

**WHEREAS**, the Contractor is qualified, willing and able to provide the desired services on the terms and conditions set forth herein.

**NOW THEREFORE**, in consideration of the premises and the mutual covenants herein named, the parties hereto agree as set forth below:

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

2. **SERVICES TO BE PERFORMED**. Contractor shall perform the required services in compliance with the terms and conditions specified in the RFP. Contractor agrees to furnish all labor and materials in a good, workmanlike, and professional manner. The Services shall be performed by Contractor to the full satisfaction of the Town. Contractor agrees to immediately inform the Town via telephone and in writing of any problems that could cause damage to property and persons or to the concession area located at the Surfside Community Center/Pool located at 9301 Collins Avenue, Surfside, Florida 33154 (“Concession Area”).

3. **PAYMENTS TO THE TOWN**. In consideration of this Agreement, the Contractor shall pay the Town a monthly concession fee of \$500.00 commencing on the Commencement Date (as hereinafter defined), plus any applicable sales or use taxes imposed by any governmental entity, including resort taxes for food and beverage due the Town pursuant to Chapter 70, Article IV, of the Town of Surfside Code. Payment to the Town shall be sent to the Town no later than the tenth (10<sup>th</sup>) day of each month. Payments received after the tenth (10<sup>th</sup>) of each month through the twenty-fifth (25<sup>th</sup>) of each month shall be considered delinquent and shall be assessed a ten percent (10%) penalty. Payments received after the twenty-fifth (25<sup>th</sup>) of each month shall be assessed an additional ten percent (10%) penalty. Failure by the Contractor to tender payment to the Town within thirty (30) days of any payment due date shall be sufficient cause for the Town to terminate this Agreement. Contractor shall comply with all

requirements of Chapter 70, Article IV, of the Town Code, in connection with the collection, filing of returns, remittance and payment of all resort taxes due the Town for food and beverage sales.

4. **TERM.** This Agreement shall be for an initial term of one (1) year commencing on November \_\_\_\_, 2018 and ending on October \_\_\_\_, 2019 (hereinafter the “Term”) unless sooner terminated pursuant to paragraph 12 of this Agreement. Services shall commence within sixty (60) days of the Effective Date of this Agreement (the “Commencement Date”), which date shall be documented in writing by the parties. In no event shall the Commencement Date, and Contractor’s obligation to pay the Town a concession fee exceed beyond sixty (60) days from the Effective Date. Any change in fee, terms or conditions shall be accomplished by written amendment to this Agreement and approval by the Town. Provided Contractor is not in default of this Agreement and is performing satisfactorily as determined by the Town Manager, in his sole discretion, the Term of this Agreement shall automatically renew for a successive three (3) year term (“First Renewal Term”) and a two (2) year term (“Second Renewal Term”). The Town Manager shall evaluate the performance of the Contractor sixty (60) days prior to the expiration of the Term, and sixty (60) days prior to the expiration of the First Renewal Term, as applicable, and the Town Manager shall have the authority to determine whether Contractor is performing satisfactorily and authorize the First Renewal Term and the Second Renewal Term.

5. **NO SUBLEASE.** Contractor understands it is granted permission to use the Concession Area for the operation of a concession stand under the terms of this Agreement. It shall have no right to sublease, assign or otherwise convey any interest of any sort in the Concession Area granted by this Agreement to any person or persons whatsoever without the prior written consent and approval of the Town. This Agreement shall not be construed to grant Contractor any right or property interest in the Concession Area except to the extent of the obligations under this Agreement.

6. **RECORDS AND ACCOUNTS.** Contractor shall keep true and accurate books and records showing all of its business transactions in separate records of account for the concession operation, in a manner acceptable to the Town. The Town shall have the right, through its representatives, and at all reasonable times, to inspect such books and records, including State of Florida sales tax records. The Town may require Contractor, at his expense, to have his records and accounts audited by an auditor acceptable to the Town and shall present said audit to the Town Manager or his designee within thirty (30) days after the completion of the audit. If Contractor fails to provide the required audit, the Town shall contract to have an independent audit performed at the Contractor’s expense.

7. **CONDITION OF PREMISES.** The taking of possession of the Concession Area by the Contractor shall be in “As Is” and existing condition and shall, in itself, constitute acknowledgment that the Concession Area is in good and tenantable condition, as shown on the photo attached hereto as Exhibit “A” and with the existing equipment and inventory as listed in Exhibit “B” attached hereto (“Inventory List”). Contractor agrees to accept the Concession Area as existing and constructed but may propose minor modifications or alterations to ensure efficient operations, subject to the prior written approval of the Town. Contractor shall not construct, alter or modify the Concession Area without the prior written approval of the Town Manager and/or designee. Any plans for such construction, alteration or modification, if applicable, shall



be submitted to the Town for approval. Such construction, alteration or modification shall be without cost to the Town and be performed in accordance with all permitting and building code requirements.

8. **SIGNS.** All signs, names, placards or signs shall be approved by the Town Manager and/or designee prior to installation. All signs must meet all requirements, specifications and permitting as set forth in the Town Code.

9. **DAMAGE TO/DESTRUCTION OF PREMISES.** Should the Concession Area or the building and other improvements in which the Concession Area is situated be totally or partially damaged or destroyed, the Town shall promptly repair the same, except that the Town shall have the option to terminate this Agreement if (a) the Concession Area or the building improvements in which the Concession Area is situated cannot reasonably be expected to be restored under existing law to substantially the same condition as existed prior to such damage or destruction within ninety (90) days from the date that the insurance proceeds, if any, become available to the Town; or (b) if the costs of such restoration would exceed one-half (1/2) of the full insured value of the building and other improvements in which the Concession Area is situated; or (c) if the damage or destruction results from a casualty not customarily insured against by a policy of standard fire and extended coverage insurance having vandalism and malicious mischief endorsements. Any notice of termination given here shall be given to Contractor within fifteen (15) days after Town determines the period of time required for and the estimated cost of such repair or restoration.

10. **OBLIGATIONS OF CONTRACTOR; SCOPE OF SERVICES.**

10.1 **MINIMUM AMOUNT OF SERVICE BY CONTRACTOR:**

a. Contractor agrees to devote the hours necessary to perform the services set forth in this Agreement in an efficient and effective manner. Contractor may represent, perform services for and be employed by additional individuals or entities, at Contractor's sole discretion, as long as the performance of these extra-contractual services does not interfere with or presents a conflict with Town's business.

b. **Catering Services.** The services provided by Contractor are not exclusive and certain special events may be catered or food and beverage service may be provided by other caterers or providers on a case by case basis. Notwithstanding, the foregoing, Contractor shall have the first right to cater any special event at the Facility. If Contractor is not able to cater the event or provide food and beverage services as requested, or in the event that patrons or residents are not satisfied with the food and beverage options available from Contractor, patrons and guests shall be able to purchase food and beverages from outside caterers or providers, with all orders or purchases to be made through the Contractor with a flat service fee of 10% on all orders or purchases. Contractor shall provide signage indicating that any orders or purchases of food and beverages from outside caterers or providers is not provided by Contractor.

c. **Beach Service.** Contractor may provide food and beverage service

to the beach area of the Facility, subject to any and all approvals for such service as may be required by the State of Florida, Miami-Dade County, or any other applicable entity regulating beach service. The Town Manager may impose additional requirements for such beach services, in his discretion, including trash and debris removal, hours of operation or location of deliveries.

10.2 HOURS OF OPERATION. Contractor agrees to perform the services as set forth in this Agreement within the hours of operation established by the Town Manager and/or designee. The parties acknowledge and agree that as of the Effective Date of this Agreement the hours of operation shall be seven (7) days a week, from 11:00 a.m. to pool closing.

10.3 PERMITS. Contractor is required to provide Town, prior to commencement of operations of the concessions, a copy of all licenses, permits and/or certificates necessary to operate its business in the Town.

10.4 TAXES. Contractor agrees to pay all lawful taxes, assessments or charges which may be levied by any government entity.

10.5 EQUIPMENT. Contractor, at his or her own expense, shall completely equip the concession and keep all existing equipment in good repair and in safe operating condition to the satisfaction of the Town throughout the term of the Agreement. Any and all equipment to be installed or placed at the Concession Area by the Contractor shall require the prior approval of the Town Manager and/or designee and shall be added to the Inventory List. Daily inspections of the Contractor's equipment must be maintained and available for review upon request of the Town Manager and/or designee. Any request of the Contractor to use the Concession Area after hours must be made in writing to the Town Manager and/or designee.

10.6 QUALITY OF SERVICE/CONTROLLED RATES AND CHARGES. The Town shall be provided in advance with the menu, prices and rates of all food and beverages sold at the Concession Area by the Contractor, including any changes to such menu, prices and rates. The Town reserves the right to prohibit the sale of any item which it deems objectionable or beyond the scope of merchandise deemed necessary for proper service to the public. Contractor shall post menu, prices and rates of all items sold at the Concession Area in such places as designated by the Town. The Contractor is expressly prohibited from selling alcohol, and any goods which are not food and beverages, in the Concession Area or building.

10.7 TOOLS AND EQUIPMENT. The Contractor shall provide all tools and equipment necessary to perform the services under this Agreement, and shall provide a list of any such equipment to the Town, which shall be added to the Inventory List.

10.8 INDEPENDENT CONTRACTOR RELATIONSHIP. The Contractor, including its agents and employees, 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 other than those obligations which have been or shall have been undertaken by the Town. Contractor shall be responsible for any

and all of its own expenses in performing services as contemplated in 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 services and that such obligations shall be that of the Contractor. The Contractor shall furnish its own transportation, office and other supplies as it determines necessary in performing services pursuant to this agreement.

10.9 INDEMNIFICATION. The Contractor agrees to indemnify, defend and hold harmless, the Town, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Contractor, agents or other personnel entity acting under Contractor's control in connection with the Contractor's performance of services under this Agreement and to that extent the Contractor shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorneys' fees expended by the Town in defense of such claims and losses including appeals. The aforesaid indemnification and hold-harmless agreement by Contractor shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Contractor or any agent or employee of Contractor regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

10.10 INSURANCE. Contractor shall, at its sole cost and expense, on the Effective Date of this Agreement and during the period of any services performed under this Agreement, procure and maintain the following minimum insurance coverage to protect the Town and Contractor against all loss, claims, damage and liabilities caused by Contractor, its agents, sub-contractors or employees, as indicated below:

a. *Comprehensive General Liability* ("CGL") insurance, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability, and Two Million Dollars (\$2,000,000) aggregate.

b. *Worker's Compensation*, as required by law, but with no less than \$1,000,000 for Employer's Liability.

c. *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) per occurrence, One Million Dollars (\$1,000,000) per accident for bodily injury and Five Hundred Thousand Dollars (\$500,000) per accident for property damage.

d. *Restaurant/Food Operations Liability* insurance covering any damages caused by an error, omission or any negligent acts of Contractor, its sub-contractors, agents, officers, or employees under this Agreement with minimum limits of not less than One Million Dollars (\$1,000,000) per occurrence.

Insurance required of the Contractor shall be primary to, and not contribute 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 coverage 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's Clerk.** 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. The Town reserves the right from time to time to change the insurance coverage and limits of liability required to be maintained by Contractor hereunder.

Contractor shall also require and ensure that each of its subcontractors providing services hereunder (if any) procures and maintains, 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.**

10.11 CONTRACTOR'S MAINTENANCE. Except as otherwise provided in this Agreement, Contractor, at its own cost and expense agrees:

a. To maintain throughout this Agreement term in good clean, sanitary order, condition and repair, the Concession Area, including without limitation, any personal property or equipment of the Contractor situated in or upon the Concession Area. The Town shall repair and maintain all equipment owned by the Town and located in the Concession Area as existing on the Effective Date of this Agreement and as listed in the Inventory List attached hereto as Exhibit "B." Notwithstanding the foregoing, if repair or maintenance of existing equipment is caused or occasioned by actions or omissions of the Contractor or the negligence of the Contractor in using or operating the equipment, in such event, the Contractor shall be responsible for all repairs and maintenance of the equipment.

b. To notify the Town promptly of any damage to the Concession Area resulting from or attributed to the acts or omissions of the Contractor, its invitees or its authorized representatives, and thereafter promptly to repair all such damage. Any damage resulting from the negligent acts or omissions of the Contractor or its employees shall be repaired at Contractor's sole cost and expense.

10.12 PERFORMANCE AND PAYMENT BOND. Prior to the Commencement Date of Services, and for the Term of this Agreement, the Contractor shall furnish a Performance and Payment Bond in the amount of \$12,000.00, representing two (2) years of concession fees due pursuant to Section 3 of this Agreement, as security for the faithful performance of this Agreement and for the payment of all persons performing labor or furnishing materials in connection herewith.

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 Manager and Town Attorney. The Bond(s) shall not contain a provision allowing the Surety(ies) to cancel the Bonds prior to the completion of the Term of this Agreement. After the Term, the Town Manager shall determine whether the Performance and Payment Bonds shall be required for any First Renewal Term and Second Renewal Term.

11. **OBLIGATIONS OF TOWN**

11.1 **UTILITIES.** The Town shall pay the reasonable costs for the actual utilities, including water, gas, heat, light and power supplied to the subject premises. The suspension or interruption in utility service to the premises for reasons beyond the ability or control of the Town shall not constitute a default by Town or entitle Contractor to any reduction or abatement of the monthly payment due to the Town.

12. **TERMINATION.**

12.1 **Termination for Default.** If, through any cause within the 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 then remaining to be performed. 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 Contractor ten (10) days to cure such default. If the default remains uncured after ten (10) days the Town may terminate this agreement.

a. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub- Contractor[s]) shall be delivered to the Town and the Contractor shall compensate the Town in accordance with Section 3 of this Agreement.

b. 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 the agreement by Contractor.

c. After receipt of a Termination Notice and except as otherwise directed by the Town, the Contractor shall:

i. Stop work on the date and to the extent specified;

ii. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;

iii. Transfer all work in process, completed work and other materials related to the terminated work to the Town; and

iv. Continue and complete all parts of that work that have not been terminated.

12.2 Termination for Convenience of Town. The Town may, for its convenience and without cause terminate the services then remaining to be performed provided that the Contractor is given ninety (90) days' notice. In such an event, the provisions of subparagraph 13.1. a.-c. above shall be applicable.

12.3 Termination for Insolvency. The Town also reserves the right to terminate the remaining services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.

13. **OWNERSHIP OF DOCUMENTS AND EQUIPMENT.**

13.1 All documents prepared by the Contractor pursuant to this Agreement and related services to this agreement are intended and represented for the ownership of the Town only. Any other use by Contractor or other parties shall be approved in writing by the Town. Contractor shall deliver to the Town for approval and acceptance, and before being eligible for final payment or any amounts due, all documents and materials prepared by, and for, the Town under this Agreement.

13.2 All oral and written information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the Town, or at its expense, will be kept confidential by the Contractor and will not be disclosed to any other party, directly or indirectly, without the Town's prior written consent, unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed or purchased under this Agreement for, or at the Town's expense, shall be and remain the Town's property and may be reproduced and reused at the discretion of the Town.

13.3 The Town and Contractor shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law). All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including, but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

14. **ASSIGNMENTS, TRANSFERS, SUBCONTRACTING.** The Contractor shall not subcontract, assign or transfer any services under this Agreement without the prior written consent of the Town. Should the Contractor subcontract any services under this Agreement, it shall be done with continued liability for the Contractor. The Contractor shall be responsible for services, responsibilities and liabilities of any person or entity acting under Contractor.

15. **AUTHORITY TO PRACTICE; COMPLIANCE WITH LAWS.** Contractor hereby represents and warrants that it has and will continue to maintain all licenses, permits and approvals required to conduct its business and perform the services that it will at all times conduct its business activities in a reputable manner. Proof of such licenses, permits and approvals shall

be submitted to the Town prior to the Commencement Date of services under this Agreement. The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement. Contractor shall comply with all requirements of Chapter 70, Article IV, requiring collection, and filing of returns and remittance of resort taxes due the Town for food and beverage sales. Contractor's failure to comply with such resort tax requirements, may subject Contractor to penalties imposed by Chapter 70-117 of the Town Code and default under this terms of this Agreement.

16. **COORDINATION OF SERVICES.** The Town's representative/liaison during the performance of this Agreement shall be the Town Manager and/or designee, whose phone number is (305) 861-4863. The Contractor shall not respond to requests for services under this Agreement unless the request is received directly from the Town Manager and/or designee.

17. **TIME FOR PERFORMANCE.** Except as otherwise expressly provided for in this Agreement, should the performance of any required obligation in this Agreement by either party be prevented or delayed by reason by any act of God, strike, lockout, labor trouble, inability to secure materials, or any other cause except financial inability, not the fault of the party required to perform the act, the time for performance of the act will be extended for a period of time equivalent to the period of delay that will be excused; provided, however, that nothing contained in this section shall exclude the prompt payment by either party as required by this Agreement or the performance of any act rendered difficult or impossible solely because of the financial condition of the party required to perform the act.

18. **PREVAILING PARTY ATTORNEYS' FEES AND COSTS; WAIVER OF JURY TRIAL.**

18.1 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.

18.2 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.

19. **NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by nationally recognized courier service or registered United States mail with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

To Town:                      Guillermo Olmedillo, Town Manager  
Town of Surfside

9293 Harding Avenue  
Surfside, FL 33154

with copy to: Lillian Arango, Town Attorney  
Town of Surfside  
9293 Harding Avenue  
Surfside, FL 33154

To Contractor: Hamsa Hamsa, LLC  
9516 Abbott Avenue  
Surfside, FL 33154  
Attn: \_\_\_\_\_

20. **GOVERNING LAW.** The validity of this Agreement and the interpretation and performance of all of its terms shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws thereof. The location or venue of any action or proceeding commenced under or pursuant to this Agreement shall be in Miami- Dade County, in the State of Florida.

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

22. **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/family 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 to be provided by the Town 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.

23. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof, and it shall supersede all previous and contemporaneous oral and written negotiations, commitments, agreements and understanding



relating hereto. This Agreement may be executed in multiple identical counterparts, each of which shall be deemed an original for all purposes. The terms and conditions of this Agreement shall prevail over any contrary or inconsistent terms in any other documents, including any attachments hereto.

24. **AMENDMENT.** Any modification of this Agreement shall be effective only if in writing and signed by the parties to this Agreement. 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.

25. **MISCELLANEOUS.**

25.1 Contractor and its employees shall promptly observe and comply with applicable provisions of all published federal, state and local laws, rules and regulations which govern or apply to the services rendered by Contractor hereunder, or to the wages paid by Contractor to its employees.

25.2 Contractor shall obtain and keep in force during the term of this Agreement all necessary licenses, registrations, certificates, permits and other authorizations, as well as insurance coverage, as required by law in order for Contractor to render the Service required hereunder.

25.3 Except as expressly provided for in this Agreement, Contractor is not authorized to act as the Town's Agent hereunder and shall have no authority, expressed or implied, to act for or bind the Town hereunder, either in Contractor's relations with sub-Contractors, or in any other manner whatsoever.

26. **OWNERSHIP AND ACCESS TO RECORDS; PUBLIC RECORDS.**

26.1 Contractor acknowledges that all data and reports and all similar or related information (whether patentable or not) which relate to the Services to the Town which are conceived, developed or made by Contractor during the term of this Agreement ("Work Product") belong to the Town. Contractor 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).

26.2 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Contractor providing the Services to the Town under this Agreement shall be the property of the Town.

26.3 Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. 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, and following completion of the Agreement until the records are transferred to the Town.

26.4 Upon request from the Town custodian of public records, Contractor shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within seven (7) days' time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

26.5 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.

26.6 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Town Manager and/or his designee, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor 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 Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. Any compensation due to Contractor shall be withheld until all records are received as provided herein.

26.7 Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

**Section 119.0701(2)(a), Florida Statutes**

**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 CUSTODIAN OF PUBLIC RECORDS.**

<b>Custodian of Records:</b>	<b>SANDRA NOVOA TOWN CLERK</b>
<b>Mailing address:</b>	<b>9293 Harding Avenue Surfside, Florida 33154</b>
<b>Telephone number:</b>	<b>(305) 861-4863 x226</b>
<b>Email:</b>	<b><a href="mailto:snova@townofsurfsidefl.gov">snova@townofsurfsidefl.gov</a></b>

[Signature pages below]

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

**WITNESSES:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**CONTRACTOR:**

**HAMSA HAMSA, LLC**, a Florida limited liability company,

D/B/A SURF-N-SIDES

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Executed: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement in triplicate on the day and year written below their signatures.

**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



# MEMORANDUM

ITEM NO. 5B

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

**From:** Guillermo Olmedillo, Town Manager

**Date:** November 13, 2018

**Subject:** FY 2017-2018 Budget Amendment Resolution

The State of Florida, the Charter of the Town of Surfside, and sound financial management practices require monitoring of the Town's budgetary condition. Budget requirements include maintaining a balanced budget and a prohibition against entering into encumbrance for which there is not sufficient appropriation.

The Town Commission monitors the budget to actual summary at the fund level monthly. The Town Manager is authorized by the Charter to make adjustments within funds as long as the appropriation for each fund is not exceeded. The purpose of this budget amendment is for the Town Commission to amend the FY 2017-2018 annual budget and to recognize changes in revenues and expenditures that differ from the adopted budget.

The attached document represents the amendment that ensures compliance with State law, Town Charter, and sound financial management practices.

Staff has reviewed FY 2017-2018 actual revenues and expenditures. The recommended change to the FY 2017-2018 annual budget is as follows:

## GENERAL FUND (Attachment A)

The General Fund is being amended in the amount of \$549,717 to increase revenues for estimated resort tax collections (\$262,628), extra duty detail (\$120,000), and red light camera citations (\$167,089). These additional revenues will provide funding for extra duty detail costs (\$120,000), red light citation state portion (\$51,002), Hurricane Irma expenditures (\$198,462), and an increase to reserves/fund balance (\$180,253). These additional revenues and expenditures are in excess of the originally budgeted amounts and the adjustments are detailed within the justification column of Attachment A.

## CAPITAL PROJECTS FUND (Attachment A)

The Capital Projects Fund is being amended for grant funds received (\$346,250) from the Florida Inland Navigation District (FIND) that reimburse the Town for eligible Seawall Phase 2 project expenditures.

TOURIST RESORT FUND (Attachment B)

The Tourist Resort Fund is being amended to increase revenues for estimated resort tax collections (\$135,357), to appropriate funds for additional expenditures for merit/salary adjustments and employee healthcare elections (\$17,874), and post Hurricane Irma marketing initiatives (\$115,000).

POLICE FORFEITURE FUND (Attachment B)

The Police Forfeiture Fund is being amended for treasury confiscation revenue collected in FY 2017-2018 (\$30,032).

MUNICIPAL TRANSPORTATION FUND (Attachment B)

The Municipal Transportation Fund is being amended to appropriate funds for the traffic signal modification project awarded in excess of the estimated budget (\$59,046).


BUILDING FUND (Attachment B)

The Building Fund is being amended to record additional building permit fee revenues collected (\$484,075).

Adoption of this resolution will amend the FY 2017-2018 annual budget for estimated revenues and expenditures in the General Fund, Capital Projects Fund, Tourist Resort Fund, Police Forfeiture Fund, Municipal Transportation Fund, and the Building Fund. It also affects the fund balances (reserves).

Town Administration recommends that the Commission adopt this FY 2017-2018 budget amendment resolution.

Reviewed by 

Prepared by 

TOWN OF SURFSIDE  
BUDGET AMENDMENT  
ATTACHMENT A

Fiscal Year            2017/2018  
BA No.                 1  
Fund Nos.            001 General Fund  
                             301 Capital Projects Fund

Account Number	Account Description	Justification	Original/ Adjusted Budget	Increase	Decrease	Adjusted Budget
<b>GENERAL FUND</b>						
<b>REVENUES</b>						
001-0000-312-1200	2% Food & Beverage Taxes	Increase to estimated revenues	\$357,324	\$113,040		\$470,364
001-0000-312-1400	4% Resort/Bed Taxes	Increase to estimated revenues	\$1,253,109	\$149,588		\$1,402,697
001-0000-342-1010	Extra Duty Detail	Increase to estimated revenues	\$180,000	\$120,000		\$300,000
001-0000-351-5030	Red Light Camera Fines	Increase to estimated revenues	\$0	\$167,089		\$167,089
<b>TOTAL</b>	<b>GENERAL FUND REVENUES</b>			<b>\$549,717</b>	<b>\$0</b>	
<b>EXPENDITURES</b>						
001-3000-521-4915	Extra Duty	Estimated additional budgetary needs	\$185,000	\$120,000		\$305,000
001-3000-521-4915	Red Light State Portion	Estimated additional budgetary needs	\$0	\$51,002		\$51,002
001-various-TBD	Hurricane Irma Expenditures	Estimated Hurricane Irma expenses GF	\$0	\$198,462		\$198,462
001-7900-590-9910	Contingency/Reserve	Return to reserves	\$811,561	\$180,253		\$991,814
<b>TOTAL</b>	<b>GENERAL FUND EXPENDITURES</b>			<b>\$549,717</b>	<b>\$0</b>	

<b>CAPITAL PROJECTS FUND</b>						
<b>REVENUES</b>						
301-0000-334-3900	State Grants - FIND	FIND grant for seawalls phase 2	\$0	\$346,250		\$346,250
<b>TOTAL</b>	<b>CAPITAL PROJECTS FUND REVENUES</b>			<b>\$346,250</b>	<b>\$0</b>	
<b>EXPENDITURES</b>						
301-4400-539-9910	Contingency/Reserve	Reserve replenishment for seawall phase 2 expenditures	\$0	\$346,250		\$346,250
<b>TOTAL</b>	<b>CAPITAL PROJECTS FUND EXPENDITURES</b>			<b>\$346,250</b>	<b>\$0</b>	

TOWN OF SURFSIDE  
BUDGET AMENDMENT  
ATTACHMENT B

Fiscal Year 2017/2018  
 BA No. 1 Special Revenue Funds  
 Fund Nos. 102 Tourist Resort Fund  
 105 Police Forfeiture Fund  
 107 Municipal Transportation Fund  
 150 Building Fund

Account Number	Account Description	Justification	Original/ Adjusted Budget	Increase	Decrease	Adjusted Budget
<b>SPECIAL REVENUE FUNDS:</b>						
<b>TOURIST RESORT FUND</b>						
<b>REVENUES</b>						
102-0000-312-1200	2% Food & Beverage Taxes	Increase to estimated revenues	\$184,076	\$58,233		\$242,309
102-0000-312-1400	4% Resort/Bed Taxes	Increase to estimated revenues	\$645,541	\$77,124		\$722,665
102-0000-392-0000	Appropriated Fund Balance	Appropriate fund balance for additional budgetary needs	\$241,436		\$2,483	\$238,953
<b>TOTAL</b>	<b>TOURIST RESORT FUND REVENUES</b>			<b>\$135,357</b>	<b>\$2,483</b>	
<b>EXPENDITURES</b>						
102-8000-552-1210	Tourism Salaries Regular	Merit/salary adjustments	\$84,160	\$12,340		\$96,500
102-8000-552-2110	Payroll Taxes	Merit/salary adjustments	\$7,142	\$944		\$8,086
102-8000-552-2310	Health, Life, Dent, Disability Ins	Adjustment for employee elections	\$17,963	\$4,430		\$22,393
102-8000-552-2410	Workers' Comp	Merit/salary adjustments	\$232	\$160		\$392
102-8000-552-4810	Promotional Activities	Post hurricane marketing initiatives Reso 17-2464	\$745,000	\$115,000		\$860,000
<b>TOTAL</b>	<b>TOURIST RESORT FUND EXPENDITURES</b>			<b>\$132,874</b>	<b>\$0</b>	

<b>POLICE FORFEITURE FUND</b>						
<b>REVENUES</b>						
105-0000-359-2005	Treasury Confiscation	Adjust budget to YTD actual collections	\$0	\$30,032		\$30,032
105-0000-392-0000	Appropriated Fund Balance	Decrease to reflect actual collections	\$78,192		\$30,032	\$48,160
<b>TOTAL</b>	<b>POLICE FORFEITURE FUND REVENUES</b>			<b>\$30,032</b>	<b>\$30,032</b>	

<b>MUNICIPAL TRANSPORTATION FUND</b>						
<b>REVENUES</b>						
107-0000-392-0000	Appropriated Fund Balance	Use of fund balance for signal modification project	\$211,250	\$59,046		\$270,296
<b>TOTAL</b>	<b>MUNICIPAL TRANSPORTATION FUND REVENUES</b>			<b>\$59,046</b>	<b>\$0</b>	
<b>EXPENDITURES</b>						
107-8500-549-6320	Improvements	Traffic signal modification award Reso 2018-2511 over of estimated budget	\$50,000	\$59,046		\$109,046
<b>TOTAL</b>	<b>MUNICIPAL TRANSPORTATION FUND EXPENDITURES</b>			<b>\$59,046</b>	<b>\$0</b>	

<b>BUILDING FUND</b>						
<b>REVENUES</b>						
150-0000-322-1000	Building Permits	Adjust budget for additional revenues	\$560,000	\$420,000		\$980,000
150-0000-322-2000	Electrical Permits	Adjust budget for additional revenues	\$28,000	\$10,000		\$38,000
150-0000-322-3000	Plumbing Permits	Adjust budget for additional revenues	\$20,000	\$6,000		\$26,000
150-0000-322-3000	Mechanical Permits	Adjust budget for additional revenues	\$27,000	\$15,000		\$42,000
150-0000-322-8500	Contractor Registration	Adjust budget for additional revenues	\$60,000	\$15,000		\$75,000
150-0000-322-9600	40 Year Certification	Adjust budget for additional revenues	\$0	\$6,075		\$6,075
150-0000-322-9700	Renewal Permit Fees	Adjust budget for additional revenues	\$5,500	\$12,000		\$17,500
<b>TOTAL</b>	<b>BUILDING FUND REVENUES</b>			<b>\$484,075</b>	<b>\$0</b>	
<b>EXPENDITURES</b>						
150-2500-524-9910	Contingency/Reserves	Increase to reserves	\$460,557	\$484,075		\$944,632
<b>TOTAL</b>	<b>BUILDING FUND EXPENDITURES</b>			<b>\$484,075</b>	<b>\$0</b>	

**RESOLUTION NO. 2018-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE FINAL BUDGET AMENDMENTS FOR THE 2017-2018 FISCAL YEAR BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on September 26, 2017, the Town of Surfside (the “Town”) Commission adopted Resolution No. 2017-2452 approving the budget for Fiscal Year 2017-2018 and establishing revenues and appropriations for the Town; and

**WHEREAS**, to address amendments in the budget for expenditures and revenues, the Finance Director and Budget Officer have met with the Town Manager and Department Heads to identify modifications to the approved budget with no impact on service delivery; and

**WHEREAS**, an increase to the budgeted revenue estimates, transfers and expenditure estimates is required for the General Fund, Capital Projects Fund, Tourist Resort Fund, Police Forfeiture Fund, Municipal Transportation Fund, and the Building Fund, to comply with Florida Statutes and the Town's commitment to sound budgeting practices, where budgeted expenditures may not exceed anticipated revenues; and

**WHEREAS**, the Town Commission desires to amend the Fiscal Year 2017-2018 budget by amending the General Fund, Capital Projects Fund, Tourist Resort Fund, Police Forfeiture Fund, Municipal Transportation Fund, and the Building Fund all as set forth in Attachments “A” and “B” attached hereto; and

**WHEREAS**, the Town Commission finds that this Resolution is in the best interest and welfare of the residents of the Town.



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

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

**Section 2. Approving Amended Budget.** That the Town Commission approves the 2017/2018 fiscal year budget amendments provided for in Attachments “A” and “B” attached hereto.

**Section 3. Implementation.** The Town Manager and/or his designee are directed to take any and all action necessary to accomplish Budget amendment and the purposes of this Resolution.

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

**PASSED AND ADOPTED** on this 13<sup>th</sup> day of November, 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 \_\_\_\_\_

---

Daniel Dietch, Mayor

Attest:

---

Sandra Novoa, MMC  
Town Clerk

Approved as to Form and Legal Sufficiency:

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

TOWN OF SURFSIDE  
BUDGET AMENDMENT  
ATTACHMENT A

Fiscal Year           2017/2018  
BA No.                 **1**  
Fund Nos.            001 General Fund  
                            301 Capital Projects Fund

Account Number	Account Description	Justification	Original/ Adjusted Budget	Increase	Decrease	Adjusted Budget
<b>GENERAL FUND</b>						
<b>REVENUES</b>						
001-0000-312-1200	2% Food & Beverage Taxes	Increase to estimated revenues	\$357,324	\$113,040		\$470,364
001-0000-312-1400	4% Resort/Bed Taxes	Increase to estimated revenues	\$1,253,109	\$149,588		\$1,402,697
001-0000-342-1010	Extra Duty Detail	Increase to estimated revenues	\$180,000	\$120,000		\$300,000
001-0000-351-5030	Red Light Camera Fines	Increase to estimated revenues	\$0	\$167,089		\$167,089
<b>TOTAL</b>	<b>GENERAL FUND REVENUES</b>			<b>\$549,717</b>	<b>\$0</b>	
<b>EXPENDITURES</b>						
001-3000-521-4915	Extra Duty	Estimated additional budgetary needs	\$185,000	\$120,000		\$305,000
001-3000-521-4915	Red Light State Portion	Estimated additional budgetary needs	\$0	\$51,002		\$51,002
001-various-TBD	Hurricane Irma Expenditures	Estimated Hurricane Irma expenses GF	\$0	\$198,462		\$198,462
001-7900-590-9910	Contingency/Reserve	Return to reserves	\$811,561	\$180,253		\$991,814
<b>TOTAL</b>	<b>GENERAL FUND EXPENDITURES</b>			<b>\$549,717</b>	<b>\$0</b>	

<b>CAPITAL PROJECTS FUND</b>						
<b>REVENUES</b>						
301-0000-334-3900	State Grants - FIND	FIND grant for seawalls phase 2	\$0	\$346,250		\$346,250
<b>TOTAL</b>	<b>CAPITAL PROJECTS FUND REVENUES</b>			<b>\$346,250</b>	<b>\$0</b>	
<b>EXPENDITURES</b>						
301-4400-539-9910	Contingency/Reserve	Reserve replenishment for seawall phase 2 expenditures	\$0	\$346,250		\$346,250
<b>TOTAL</b>	<b>CAPITAL PROJECTS FUND EXPENDITURES</b>			<b>\$346,250</b>	<b>\$0</b>	

TOWN OF SURFSIDE  
BUDGET AMENDMENT  
ATTACHMENT B

Fiscal Year 2017/2018  
 BA No. 1 Special Revenue Funds  
 Fund Nos. 102 Tourist Resort Fund  
 105 Police Forfeiture Fund  
 107 Municipal Transportation Fund  
 150 Building Fund

Account Number	Account Description	Justification	Original/ Adjusted Budget	Increase	Decrease	Adjusted Budget
<b>SPECIAL REVENUE FUNDS:</b>						
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<b>REVENUES</b>						
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<b>TOTAL</b>	<b>TOURIST RESORT FUND REVENUES</b>			<b>\$135,357</b>	<b>\$2,483</b>	
<b>EXPENDITURES</b>						
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102-8000-552-2410	Workers' Comp	Merit/salary adjustments	\$232	\$160		\$392
102-8000-552-4810	Promotional Activities	Post hurricane marketing initiatives Reso 17-2464	\$745,000	\$115,000		\$860,000
<b>TOTAL</b>	<b>TOURIST RESORT FUND EXPENDITURES</b>			<b>\$132,874</b>	<b>\$0</b>	

<b>POLICE FORFEITURE FUND</b>						
<b>REVENUES</b>						
105-0000-359-2005	Treasury Confiscation	Adjust budget to YTD actual collections	\$0	\$30,032		\$30,032
105-0000-392-0000	Appropriated Fund Balance	Decrease to reflect actual collections	\$78,192		\$30,032	\$48,160
<b>TOTAL</b>	<b>POLICE FORFEITURE FUND REVENUES</b>			<b>\$30,032</b>	<b>\$30,032</b>	

<b>MUNICIPAL TRANSPORTATION FUND</b>						
<b>REVENUES</b>						
107-0000-392-0000	Appropriated Fund Balance	Use of fund balance for signal modification project	\$211,250	\$59,046		\$270,296
<b>TOTAL</b>	<b>MUNICIPAL TRANSPORTATION FUND REVENUES</b>			<b>\$59,046</b>	<b>\$0</b>	
<b>EXPENDITURES</b>						
107-8500-549-6320	Improvements	Traffic signal modification award Reso 2018-2511 over of estimated budget	\$50,000	\$59,046		\$109,046
<b>TOTAL</b>	<b>MUNICIPAL TRANSPORTATION FUND EXPENDITURES</b>			<b>\$59,046</b>	<b>\$0</b>	

<b>BUILDING FUND</b>						
<b>REVENUES</b>						
150-0000-322-1000	Building Permits	Adjust budget for additional revenues	\$560,000	\$420,000		\$980,000
150-0000-322-2000	Electrical Permits	Adjust budget for additional revenues	\$28,000	\$10,000		\$38,000
150-0000-322-3000	Plumbing Permits	Adjust budget for additional revenues	\$20,000	\$6,000		\$26,000
150-0000-322-3000	Mechanical Permits	Adjust budget for additional revenues	\$27,000	\$15,000		\$42,000
150-0000-322-8500	Contractor Registration	Adjust budget for additional revenues	\$60,000	\$15,000		\$75,000
150-0000-322-9600	40 Year Certification	Adjust budget for additional revenues	\$0	\$6,075		\$6,075
150-0000-322-9700	Renewal Permit Fees	Adjust budget for additional revenues	\$5,500	\$12,000		\$17,500
<b>TOTAL</b>	<b>BUILDING FUND REVENUES</b>			<b>\$484,075</b>	<b>\$0</b>	
<b>EXPENDITURES</b>						
150-2500-524-9910	Contingency/Reserves	Increase to reserves	\$460,557	\$484,075		\$944,632
<b>TOTAL</b>	<b>BUILDING FUND EXPENDITURES</b>			<b>\$484,075</b>	<b>\$0</b>	



**Town of Surfside  
Town Commission Meeting**

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

**MEMORANDUM**

**Agenda #: 5C**

**Date: November 13, 2018**

**From: Commissioner Michael Karukin**

**Subject: Resolution to terminate evaluation and rejection of the P3 Proposal**

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This cover memo is a direct appeal to my fellow commissioners to stop the evaluation and reject this proposal. This project created an atmosphere of distrust, anger and frustration and considering there is no compelling need to cause so much consternation and increased risk to the welfare of this community, the project needs to be rejected.

Do you not worry about the long-term and unintended consequences of this deal? Do you not worry about what this project will do to our town? Our beaches? Our streets? Our quality of life?

Do we really need a 450-space garage and a new business district? Have you any inkling what this will do to our towns character? Do you not want to preserve and protect what small town charm we have left?

Surfside used to be our little secret. Not anymore. All-the-more reason why we need take a step back and rethink what problems are we are trying to solve. We need to think twice before we go making our lives even worse by building a 450-space garage because a piece of paper says we need x number of parking spaces.

If the real reason is to solve a parking problem, then where is the evidence. I know that may be a bit rhetorical because I know the argument all too well. That is, some will say "it is not a today issue, it is a tomorrow issue".

We all know Surfside has been debating the parking issue for decades. The first formal study I saw was dated 1986. But the reality is we've been operating under a calculated parking deficit of about 270 spaces for years. But as you know, no one really complains anymore. That's because of increased enforcement preventing construction workers from taking up spots, limits on time to increase turnover, parking rate increases, rate differentials by location, and of course ride share, which was not around when the last big parking study was done. Kudos to SPD and the parking division for being so effective.

The tomorrow issue however is more theoretical and consists of a series of calculations that say we have a parking deficit of over 300 spaces. However, I do not subscribe to the notion that we are obligated to build to a calculated number. Who says we must do that? There is nothing wrong with parking being tight every now and then. It discourages people from using their cars. And we all know that parking utilization fluctuates with the time of day and time of year.

If this project moves forward and gets built, other than the nightmare from 5 years of construction, one of two things will happen. It will be empty half the time or not. And if not empty, it means we have an even bigger problem on our hands: more cars, more crowds, more congestion, more traffic, and an even greater degradation of our quality of life.

You cannot let this happen. This project has caused enough pain and division in our community. It's just not worth it. Giving away our Town Hall for 1 year or 99 years is not the right thing to do. Please vote yes on this resolution to stop the project.

**RESOLUTION NO. 2018-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, TERMINATING FURTHER EVALUATION OF AND REJECTING 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”); PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR EFFECTIVE DATE.**

**WHEREAS**, on September 26, 2018, the Town of Surfside (“Town”) Commission adopted Resolution No. 2018-2539 authorizing the evaluation of an unsolicited public-private partnership proposal (“P3 Proposal”) from the Surfside Town Center Group, LLC, a Florida limited liability company (“Surfside Town Center Group”) for the design, construction, financing, operation and maintenance of a “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 93<sup>rd</sup> Street, including a new Town Hall, police station, mixed-use retail/restaurant, office space, parking garage and community recreational space; and

**WHEREAS**, due to input received from the community, the Town Commission wishes to direct the Town Manager and Administration to terminate any further evaluation of the P3 Proposal and hereby rejects the P3 Proposal.

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

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

**Section 2. Terminating Evaluation and Rejecting Proposal.** The Town Manager and Administration are directed to terminate any further evaluation of the P3 Proposal. The Town Commission hereby rejects the P3 Proposal.

**Section 3. Implementation.** The Town Manager and Administration are directed to take all action necessary to accomplish the purposes of this Resolution.

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

**PASSED AND ADOPTED** on this 13<sup>th</sup> day of November, 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 \_\_\_\_\_

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

Attest:

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

Approved as to Form and Legal Sufficiency:

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



Agenda Deadline Dates

MONTH	Deadline - Items To		Agenda Deadline - All		Agenda		Commission Meeting	
	Town Attorney	Completed Items To	Town Clerk	Distribution	Date	Date	Date	
January 2019	12/14/2018		12/28/2018	1/2/2019		1/8/2019		
February 2019	1/18/2019		2/1/2019	2/6/2019		2/12/2019		
March 2019	2/16/3019		3/1/2019	3/6/2019		3/12/2019		
April 2019	3/15/2019		3/29/2019	4/3/2019		4/9/2019		
May 2019	4/19/2019		5/3/2019	5/8/2019		5/14/2019		
June 2019	5/17/2019		5/31/2019	6/5/2019		6/11/2019		
July 2019	6/14/2019		6/28/2019	7/3/2019		7/9/2019		
August 2019	7/19/2019		8/2/2018	8/7/2019		8/13/2019		
September 2019	8/16/2019		8/30/2019	9/4/2019		9/10/2019		
October 2019	9/14/2018		9/28/2018	10/3/2018		10/10/2019*		
November 2019	10/18/2019		11/1/2019	11/6/2019		11/12/2019		
December 2019	11/15/2019		11/29/2019	12/4/2018		12/10/2019		
January 2020	12/20/2019		1/3/2020	1/8/2020		1/14/2020		

\*10/8/2019 Meeting changed to Thursday 10/10/2018 in observance of Yom Kipper

10/30/2018



## TOWN OF SURFSIDE

9293 HARDING AVENUE  
SURFSIDE, FLORIDA 33154  
(305) 861-4863 • FAX: (305) 861-1302  
WWW.TOWNOFSURFSIDEFL.GOV

Office of the Vice Mayor

10/31/2018

Rabbi Hazzan Jeffrey Myers  
Congregation Tree of Life  
5898 Wilkins Ave  
Pittsburgh, PA 15217

The Honorable Mayor William Peduto  
City of Pittsburgh  
414 Grant Street, 5th Floor  
Pittsburgh, PA 15219

Dear Rabbi Myers and Mayor Peduto:

It with a heavy heart that I send you this letter of condolences regarding Saturday's tragedy. I mourn the wounded and slain victims. I recognize the heroism of the four police officers who were wounded during the attack. I share in your pain during this time of tragedy and grieving.

Raised as a proud Orthodox Jew and the grandson of a Holocaust survivor, and presently serving as an elected official and community leader, I have great disdain for racial intolerance and acts of violence of any kind, especially those that are motivated by hatred.

I have enclosed a Town of Surfside ceremonial coin as a symbol of unity and friendship among us and our communities. I also take this opportunity to wish you and your community strength in times of desperation, hope in times of despair and clarity in times of confusion.

May we merit to experience a time of redemption when love will replace hate, swords and spears will be beaten into plowshares and pruning hooks, nations will not lift up swords against other nations and peace will reign supreme.

Respectfully yours,

Daniel Y. Gielchinsky  
Vice-Mayor, Town of Surfside

Encl.



**Town of Surfside  
Town Commission Meeting  
November 13, 2018  
7:00pm**

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

**DISCUSSION ITEM MEMORANDUM**

**Agenda #:** 9D  
**Date:** November 13, 2018  
**From:** Daniel Dietch, Mayor  
**Subject:** Reassessment of Business District Parking Requirements

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**Objective:** To seek input from the Town Commission whether to direct the Town Manager to reassess the Business District Parking Requirements and prepare recommendations for Town Commission consideration and policy direction.

**Consideration:** The Town has been dealing with various parking issues in the Business District since at least the mid-1980's as evidenced in the Miami Herald articles presented in Attachment A. Some, but not all of the contributing factors include:

1. The Zoning Code requires a certain number of parking spaces by business type to meet the assumed peak parking requirements;
2. Only a few business properties have the code-required on-site parking, resulting in on-street parking or use of municipal parking lots as their sole parking locations;
3. Lack of adequate municipal parking spaces in or around the Business District to meet the Zoning Code requirements for the existing business types;
4. A Parking Trust Fund was established as a mechanism to allow new businesses that cannot meet their parking requirements to mitigate this condition by paying a fee that will be used to construct additional municipal parking spaces in the future; and
5. A reluctance to take action that would adversely affect some interested party (e.g., residents, business owners, etc.).

I have long believed the Town has a "peaking" and "proximity" problem. By peaking, I mean there are certain times during the year that there is an actual parking deficiency and by proximity, I mean that a person cannot find a parking space close to their destination and concludes that there is a parking deficiency. To be clear, when the term "parking deficiency" is used in a planning context, it does not mean there are no parking spaces available, rather it means that the number of available on-site or municipal parking spaces is less than what the Zoning Code requires.

The parking deficiency in the Business District is exacerbated by inadequate parking for municipal facilities and the older multi-family housing stock east of Harding Avenue. Interestingly, the Town exempted itself from the parking requirements at the Community Center because it could not provide the required parking. These issues led, in part, to the consideration of a parking structure at the Town Hall surface parking lots.

To address the parking deficiency, the Town has taken deliberate action over the last eight years to mitigate the situation. These actions have included, but are not limited to:

- Commissioned a parking study in 2012;
- Commissioned a parking structure feasibility study in 2013;
- Developed a professional Parking Enforcement Division of the Police Department;
- Implemented a master parking system with a Pay by Phone option;
- Instituted a two-hour limit for commercial vehicle parking in municipal lots;
- Established commercial loading zones outside of the municipal parking lots;
- Bought two parcels south of Town Hall that have been converted to surface parking lots;
- Established a rideshare drop/off pick up zone on 95<sup>th</sup> Street west of Harding Avenue;
- Installed bike racks in every municipal surface parking lot;
- Established new motorcycle parking spaces in underutilized locations;
- Created new parking spaces at select street ends;
- Issued a request for expressions of interest related to potential parking solutions; and
- Established a program that allows residents in multi-family properties to park in municipal lots overnight.

Countless hours have been spent by the Administration, Elected Officials and residents preparing for and attending public meetings seeking a solution to the parking deficiency. The bottom line is there is no simple solution, for if there were, it surely would have been resolved by now.

What we do know is that the unsolicited P<sup>3</sup> proposal for the Town Hall site intended to address the Town's parking deficiency contains certain elements that are objectionable to a large segment of our community. Further, the recent dialogue about the unsolicited P<sup>3</sup> proposal for the Town Hall site has demonstrated an interest to seek a solution to the parking deficiency, but a different process must be followed to frame the problem, gather the facts, engage the community and formulate options that are aligned with the community sensibilities. As a starting point, it seems there are some basic questions that should be addressed before determining the next steps. These include:

1. Conduct a current assessment of the Business District parking deficiency based on the current Zoning Code parking requirements;
2. Assess whether the current Business District Zoning Code parking requirements are reflective of current parking needs;
3. Identify locations where additional parking may be provided (e.g., street ends, Collins Avenue, etc.);

4. Explore whether the Town can lease parking spaces from establishments with parking structures (e.g., hotels and newer multifamily properties); and
5. Engage peer administrators, attorneys and planning, zoning and transportation professionals in discussions about how emerging mobility trends (e.g., car share, ride share, autonomous vehicles, etc.) are being reflected in zoning code parking requirement updates in comparable jurisdictions.

It is expected that staff can complete these actions within the next 45 days.

**Recommendation:** To direct the Town Manager to reassess the Business District Parking Requirements, including addressing Items 1 through 5 above, and prepare recommendations for Town Commission consideration and policy direction by January 2019.

attachment

## Attachment A

### SURFSIDE WEIGHS \$1.75 MILLION HARDING PROJECT

Miami Herald, The (FL) - Sunday, June 22, 1986

*Readability: 11-12 grade level (Lexile: 1250L)*

*Author: JEFFREY L. KLEINMAN Herald Writer*

A long-awaited study on how **Surfside** can pump life into its flagging Harding Avenue business strip recommends that the city ease its downtown parking crunch by adding 165 parking spaces at a cost of \$1.75 million.

Planner Monte Lee, who presented a two-hour report Tuesday night at a special commission meeting, said **Surfside**'s 125,000 square feet of commercial space should have 800 parking spaces. The Harding Avenue business district has 600 spaces.

Lee's plan also calls for increased landscaping and wider sidewalks to make the area more appealing to pedestrians.

The City Commission hired Lee for \$8,500 seven months ago to do a study of the business district and part of Collins Avenue. **Town** fathers have already planned a street festival next month designed to lure shoppers to the two-block district.

Lee recommended that two existing city parking lots be expanded and two others -- which are separated by two buildings and a vacant lot -- be joined. The city would buy the properties. The additions would create about 165 new spaces at a cost of about \$1.75 million.

The costs include construction, landscaping and land costs.

Commissioner Mitchell Kinzer promised that the city would act on Lee's plans.

"We want to try to improve the **town**," he said. "The commission has to take the initiative and have a little chutzpah." **Surfside** commissioners said they will consider the proposals on July 8. **Town** Manager Hal Cohen said the city has three alternatives pay the cost: A special assessment district that would tax Harding Avenue businesses, selling **bonds** to be paid off with parking meter collections or raising property taxes.

One **Surfside** businessman was worried that the extra parking would be used by people headed for Bal Harbour hotels or stores, not Harding Avenue stores.

***"It seems to be the more spots you put up, the more access you're going to give to people outside the community," said Bernie Oberlender,***

***owner of Oberle Opticians, 9486 Harding Ave.*** Lee also suggested that part of Harding's east sidewalk be widened and beautified. That would take away 17 parallel parking spots.

"The thing I'm interested in doing," said Lee, "is creating a little more walking area."

Ruth Teich, owner of True Value Hardware, 9577 Harding Ave., said her business thrives on customers who like to make quick purchases and who need the convenience of street parking.

"We would object to parking taken off the street," she said.

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Eight months after receiving recommendations for improving the Harding Avenue business district, the **Surfside** Commission acted Tuesday, voting 3-2 to build 40 more parking spaces behind the shopping district.

The commission decided to build a second deck of parking over a city lot at Abbott Avenue between 95th

and 96th streets. The city engineer estimated the cost at \$200,000.

Commissioners delayed deciding on proposed sidewalk improvements that engineer Ovy Ojito estimated would cost \$100,000. They did not decide how to pay for the parking improvements, although in the past the **town** has considered selling **bonds** or creating a special taxing district.

Commissioner Mickey Novack, who brought the issue before the commission, said the **town** has delayed action because local merchants have opposed street improvements. Some merchants have said sidewalk improvements would disrupt business.

While two **of** the five speakers who addressed the commission Tuesday asked the **town** to avoid disrupting business, others urged their leaders to act.

"I think the procrastination on what is needed for the **town of Surfside** is a situation that has gone on for too long," said Realtor Sam Adams. "When all **of** you ran for office, all **of** you said **Surfside** will move forward. **Of** course it is -- two steps forward, one backwards. It's moving in the wrong direction."

Commissioner Mitchell Kinzer agreed. "If we're going to sit up here and try to appease everyone, then I think that's the wrong attitude," he said. "We've been elected by the people to lead and we must do something." The proposed parking deck would increase parking in the Abbott Avenue lot from 167 spaces to 207. Commissioner Eli Lurie voted against the proposal. He wanted to study it further at a workshop.

***Commissioner Eli Tourgeman adamantly opposed putting the parking deck on the Abbott lot. He said he feared traffic will spill over into the town 's residential neighborhood. One resident accused him of opposing the parking deck because traffic might interfere with the Harding Avenue bank he manages, Glendale Federal. No so, Tourgeman said.***

"It interferes with my mother's house," he said.