



Public Pension Coordinating Council

***Public Pension Standards Award
For Funding and Administration
2017***

Presented to

Retirement Plan for Employees of the Town of Surfside

In recognition of meeting professional standards for
plan funding and administration as
set forth in the Public Pension Standards.

Presented by the Public Pension Coordinating Council, a confederation of

National Association of State Retirement Administrators (NASRA)
National Conference on Public Employee Retirement Systems (NCPERS)
National Council on Teacher Retirement (NCTR)

A handwritten signature in black ink that reads "Alan H. Winkle". The signature is fluid and cursive, with the first name "Alan" being particularly prominent.

Alan H. Winkle
Program Administrator



Town of Surfside Commission Communication

Agenda Date: October 10, 2017 / November 14, 2017

Subject: Beach Furniture Operator Permit Application
Residence Inn by Marriott, 9200 Collins Avenue, Surfside, FL

From: Guillermo Olmedillo, Town Manager

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1. Summary of Applicant's Application:

The Residence Inn by Marriott is a 175 unit hotel located on the west side of Collins Avenue. On August 14, 2017, the Residence Inn submitted to the Town a Beach Furniture Operator Permit Application together with the required permit application fee, insurance documentation, and Beach Furniture Operations Plan.

Their Beach Furniture Operations Plan provides information on the required plan components of set-up, storage, staffing, clean-up and evacuation.

The Residence Inn has provided the Town with a Certification Letter attesting to the mailing of a public notice as required by the Town's Beach Furniture Ordinance.

2. Beach Furniture Operator Permit Application:

See Exhibit "A" (attached).

3. Certification Letter:

See Exhibit "B" (attached)

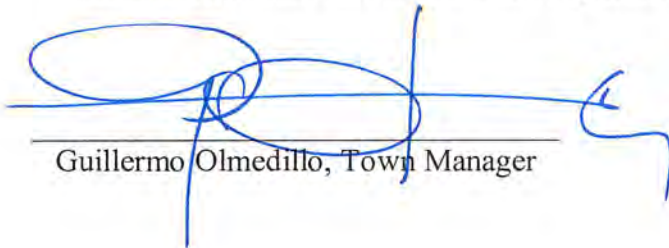
4. Town Manager's Recommendation:

The Town Manager recommends that the Beach Furniture Operator Permit Application of the Residence Inn by Marriott be approved with the following conditions:

The issuance and validity of this permit is subject to the following administrative policies and directives of the Town, and by accepting this permit, the Beach Furniture Operator agrees to comply with and abide by the terms and conditions set forth in this permit.

1. The Beach Furniture Operator shall promptly pay to the Town an annual local business tax as prescribed by the Town Code of Ordinances, Section 70-41, for Beach Furniture Operation.
2. The Beach Furniture Operator shall promptly comply with all sections of the Town's Beach Furniture Ordinance, Chapter 86 of the Town Code of Ordinances, as may be amended.
3. The Beach Furniture Operator shall promptly comply with all sections of the Town's Administrative Policy regarding beach furniture operations, as may be amended.
4. The Town hereby authorizes the Beach Furniture Operator to pre-set a maximum of ten (10) beach chairs and umbrellas on the public beach, and may add beach chairs in groups of ten (10) beach chairs at a time plus umbrellas on an "on-demand" basis throughout the day. Unoccupied, vacated beach chairs must be re-stacked, and may not be allowed to remain un-occupied, vacated on the beach.
5. During sea turtle nesting season (May 1st through October 31st), the Beach Furniture Operator may not pre-set any beach furniture items on the beach prior to 9:00 a.m. each day.
6. The Beach Furniture Operator shall maintain a six (6) foot wide safety corridor that runs east to west from the water edge to the dune on the beach for every continuous fifty (50) feet of beach furniture operation, and no beach furniture shall be allowed at any time in this safety corridor.

7. All beach furniture and storage equipment shall at all times of the day and night be kept and set no less than twelve (12) feet seaward of the edge of the vegetation dune.
8. Storage of beach furniture items, both daytime and nighttime, shall be limited to forty (40) beach chairs neatly organized and secured to the ground.
9. All beach furniture items belonging to the Beach Furniture Operator shall be clearly identified as to their ownership by a unique and distinguishable color, design, or marking.
10. The Beach Furniture Operator shall staff and maintain their beach furniture operation area as approved by the Town.
11. The Beach Furniture Operator shall inspect and clean the area of beach furniture operation every two hours of the day for trash, litter and debris, and shall dispose of same in appropriate trash receptacles.
12. In the event of a declared state of emergency or in anticipation of a natural disaster (such as a tropical storm or hurricane), the Beach Furniture Operator, pursuant to its evacuation plan contained within the operations plan, shall timely remove all Beach Furniture from the public beach and store in an appropriate storage area, and shall not set-up or place Beach Furniture back on the beach until such time as the Town cleans and/or rakes the beach after the emergency or natural disaster and advises that Beach Furniture may be placed on the beach. The Town Manager or designee may issue a warning to the Beach Furniture Operator to remove and secure the Beach Furniture. If the Beach Furniture Operator fails to remove the beach furniture, the Town Manager or designee, at its option, may remove the Beach Furniture from the public beach. The Beach Furniture Operator shall be liable for all costs incurred by the Town for the removal and/or storage of the Beach Furniture in the event of an emergency or natural disaster.
13. The Beach Furniture Operator understands that this permit may be suspended or revoked for cause by the Town, including operating in violation of this Permit, the Town's Beach Furniture Ordinance, the Town's Beach Furniture and Equipment Administrative Policy, and any applicable local, County, State or Federal law. Upon said notification from the Town, the Beach Furniture Operator shall immediately cease all beach furniture operations.



Guillermo Olmedillo, Town Manager



Town of Surfside
9293 Harding Avenue, Surfside, FL 33154
Phone: (305) 861-4863 Fax: (305) 861-1302

Beach Furniture Permit Application
(\$500.00 Application Fee must accompany this form)

Applicant/Organization/Business Owner (Corporate Name): HDP TLD Partners LLC
DIBA Residence Inn by Marriott

Mailing Address: 9200 Collins Avenue

City: Surfside State: FL Zip Code: 33154

Daytime Phone: 305-514-3101 Daytime Fax: 305-514-3202

Name of Contact Person: Arthur Holman

E-mail Address: aholman@hoteleguities.com

Daytime Phone Number of Contact Person: 305-503-0980

Property Address of Beach Furniture: 9200 Collins Avenue, Surfside, FL

Terms and Conditions of the Approval

- 1) Beach furniture shall not inhibit reasonable access to the public beach, nor obstruct reasonable access on the beach for pedestrians and emergency vehicles, nor impact any native vegetation, nor affect sea turtle nesting areas or other wildlife.
- 2) A Beach Furniture Operator who provides beach furniture must obtain a permit from the Town of Surfside pursuant to the permit process described in Chapter 86 of the Town of Surfside (Attachment "A") and shall comply with the Town Manager's "Administrative Policy: Beach Furniture and Equipment" (Attachment "B").

3) All permit applications shall include:

- A. An application fee of \$500.00; and
- B. A Beach Furniture Operations Plan, including specifications on setup, storage, staffing and clean-up, and an evacuation plan in the event of a natural disaster such as a tropical storm or a hurricane, including a storage area during the natural disaster; and
- C. Compliance with indemnification and insurance requirements pursuant to Chapter 86 of the Town of Surfside Code.

4) A hotel Beach Furniture Operator must procure a Local Business Tax Receipt and comply with Section 70-41 of the Town of Surfside Code and all required licenses or permits from Miami-Dade County, the State of Florida, or federal entities.

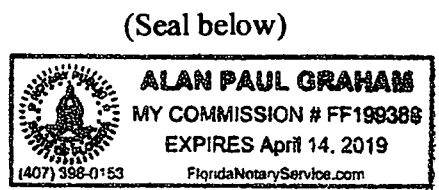
5) By signing this Beach Furniture Permit Application, I affirm that I have read the above Terms and Conditions of Approval, Chapter 86 of the Town of Surfside Code (Attachment "A") and shall comply with the Town Manager's "Administrative Policy: Beach Furniture and Equipment" (Attachment "B"), and agree to follow and abide by same.

[Signature]
 Signature of Applicant for the
 Organization/Business Owner

06/17/17
 Date

Sworn to and subscribed before me this 14 day of August, 2017,
 by ANTHONY HOLMAN, who is personally known to me or who produced the
 following identification: _____

[Signature]
 Notary Public, State of FLORIDA



For Office Use Only:

Approval: [] Yes [] No [] With Conditions
 Comments:

By: _____
 Guillermo Olmedillo, Town Manager

_____ Date

Form Created: January 2017
 Revised: May 2017

BEACH FURNITURE OPERATION PLAN

SETUP:

An organized pre-placement of hotel-owned beach furniture, not to exceed 40 chairs and not to exceed 20 umbrellas, shall be completed once the Florida Fish & Wildlife Conservation Commission has completed its monitoring of turtle nesting activity, and shall not occur before sunrise, whichever occurs first.

Beach furniture will not be placed directly in front of a lifeguard tower or within 10 feet of the perimeter of the lifeguard tower, or obstruct lifeguard or emergency personnel's view of the beach or ocean.

Beach furniture will not be placed in the area immediately adjacent to or directly seaward of the street end so as not to obstruct emergency vehicles or emergency personnel. Beach staff will use reasonable efforts to preset chairs to the north and to the south of the 9200 street end, so as to deploy in a manner to cause no obstruction to the general public's use of the beach.

Beach furniture shall be set at no less than 12 feet seaward of the edge of the vegetation line of the dune.

It is estimated that beach furniture shall be preset no later than 10:00am, and preset beach furniture will be placed in as relatively consistent manner as possible from day to day, subject to the general public's occupation of the beach. Beach furniture, not to exceed 40 chairs, will be preset seven days a week, weather permitting, until approximately no later than sunset. Additional chairs will be placed on a demand-only basis.

STORAGE:

The overnight placement of furniture on the beach will consist of stacked chairs, secured with a locked cable to prohibit the removal of chairs by unauthorized parties. Chairs left overnight will be stacked east of the dune and neatly organized.

STAFFING:

An adequate number of hotel staff, approximately one to four individuals, shall be present during the setup, use, and take down periods. Staffing levels will fluctuate throughout the day depending on break periods, weather conditions, and hotel guest demand.

Staff will be identified by hotel uniforms, and they will occupy an area within the approved beach furniture area to stage their administrative materials, towels, water, cleaning supplies, etc.

CLEAN-UP:

Staff will make reasonable efforts to remain vigilant in keeping the beach furniture area free of trash during the setup, use, and take down periods. Trash will either be placed in the existing Town of Surfside beach waste receptacles or removed from the beach and disposed of with the



CERTIFICATION LETTER

Town of Surfside

Date: September 26, 2017

Applicant: HDP TDL Partners, LLC dba Residence Inn by Marriott

Legal Description: Lots Lot 1 thru 6 and Lots 20 thru 24 Block 4 of Altos Del Mar No. 5 Plat Book 8 Page 92 of the Public Records of Miami-Dade County, Florida.

Address or General Location: 9200 Collins Avenue

Type of Application: Beach Furniture Operator Permit Application

This letter certifies that the attached list of property owners was prepared using the latest tax folio rolls supplied by the Miami-Dade County Property Appraisers Office as of August 17, 2017. This list includes all properties within 300 feet from each property line of the subject site in compliance with the Town of Surfside notification regulations.


This letter also certifies that the attached notification was sent to the persons on the list of property owners. The notice was mailed September 25, 2017.

Finally, this letter certifies that the site was posted with one sign that meets the Town of Surfside notification regulations. The sign was posted September 26, 2017.

Thank You,



Christina Mathews

Sworn and subscribed before me this 26th day of September, 2017. She is personally known to me.


Signature of Notary



1025 Yale Drive
Hollywood, Florida 33021
954-920-2205
Email: cutroplanning@yahoo.com



**TOWN COMMISSION MEETING:
OCTOBER 10, 2017
AT 5:30 PM**

**SURFSIDE TOWN HALL
9293 HARDING AVENUE
SURFSIDE, FL 33154**

**COMPLETE INFORMATION REGARDING
THE BEACH FURNITURE PERMIT
APPLICATION IS AVAILABLE
BY CONTACTING THE TOWN HALL**

TOWN OF SURFSIDE- CODE COMPLIANCE DIVISION
Courtesy notice to affected property owners
Regarding Beach Furniture Operator Permit Application

SEPTEMBER 19, 2017

VIA FIRST CLASS MAIL

TO: CURRENT PROPERTY OWNER

HDP TDL Partners LLC D/B/A Residence Inn by Marriott, has applied for a Beach Furniture Operator Permit Application for the property located at 9200 Collins Avenue. Per Town Ordinance the Town Commission is required to hold a public hearing regarding the application. Based on the Miami Dade Property Appraiser's records you are an affected property owner within 300 feet of the subject property and are entitled to receive this notice.

The Town Commission will hold the public hearing on the following date:

October 10, 2017
Town of Surfside
Commission Chambers
9293 Harding Avenue
Surfside, FL 33154
at 5:30 PM

Complete information regarding the Beach Furniture Permit Application is available by contacting the Town Clerk's Office at (305) 861-4863.

Sincerely,



Alan P. Graham
Code Compliance Director



ASSOCIATES

CERTIFICATION LETTER

Town of Surfside

Date: November 3, 2017

Applicant: HDP TDL Partners, LLC dba Residence Inn by Marriott

Legal Description: Lots Lot 1 thru 6 and Lots 20 thru 24 Block 4 of Altos Del Mar No. 5 Plat Book 8 Page 92 of the Public Records of Miami-Dade County, Florida.

Address or General Location: 9200 Collins Avenue

Type of Application: Beach Furniture Operator Permit Application

This letter certifies that the attached list of property owners was prepared using the latest tax folio rolls supplied by the Miami-Dade County Property Appraisers Office as of August 17, 2017. This list includes all properties within 300 feet from each property line of the subject site in compliance with the Town of Surfside notification regulations.

This letter also certifies that the attached notification was sent to the persons on the list of property owners. The notice was mailed November 3, 2017.

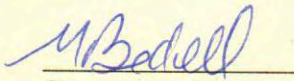
Finally, this letter certifies that the site was posted with one sign that meets the Town of Surfside notification regulations. The sign was posted November 3, 2017.

Thank You,

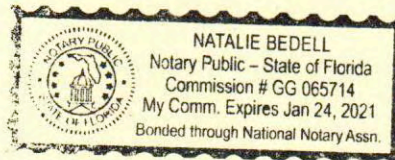


Christina Mathews

Sworn and subscribed before me this 3rd day of November, 2017. She is personally known to me.



Signature of Notary



1025 Yale Drive
 Hollywood, Florida 33021
 954-920-2205
 Email: cutroplanning@yahoo.com

TOWN OF SURFSIDE- CODE COMPLIANCE DIVISION
Courtesy notice to affected property owners
Regarding Beach Furniture Operator Permit Application

NOVEMBER 2, 2017

VIA FIRST CLASS MAIL

TO: CURRENT PROPERTY OWNER

HDP TDL Partners LLC D/B/A Residence Inn by Marriott, has applied for a Beach Furniture Operator Permit Application for the property located at 9200 Collins Avenue. Per Town Ordinance the Town Commission is required to hold a public hearing regarding the application. Based on the Miami Dade Property Appraiser's records you are an affected property owner within 300 feet of the subject property and are entitled to receive this notice.

The Town Commission will hold the public hearing on the following date:

Tuesday, November 14, 2017
Town of Surfside
Commission Chambers
9293 Harding Avenue
Surfside, FL 33154
at 7:00 PM

Complete information regarding the Beach Furniture Permit Application is available by contacting the Town Clerk's Office at (305) 861-4863.

Sincerely,



Alan P. Graham
Code Compliance Director

**TOWN COMMISSION MEETING:
NOVEMBER 14, 2017
AT 7:00 PM**

**SURFSIDE TOWN HALL
9293 HARDING AVENUE
SURFSIDE, FL 33154**

**COMPLETE INFORMATION REGARDING
THE BEACH FURNITURE PERMIT
APPLICATION IS AVAILABLE
BY CONTACTING THE TOWN HALL**

RESOLUTION NO. 17 - _____

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

WHEREAS, Section 86-31 of the Town of Surfside Code of Ordinances provides for Beach Furniture Permits; and

WHEREAS, a Beach Permit Furniture Operator Application (the “Application”), together with the required permit application fee, insurance documentation, and Beach Furniture Operations Plan, has been submitted by Residence Inn by Marriott, located at 9200 Collins Avenue, Surfside, FL; and

WHEREAS, beach furniture permit applications for hotels located on the west side of Collins Avenue must be approved by the Town Commission; and

WHEREAS, the Town Commission has reviewed the Application and the proposed Beach Furniture Operations Plan and finds that the proposal, as presented or conditioned herein, [*does/does not*] adequately comply with the requirements of the Town’s Administrative Policy and with the requirements of the Town Code; and

WHEREAS, it is in the best interest of the Town to [*approve/approve with conditions/deny*] the Beach Permit Furniture Operator Application presented by Residence Inn by Marriott.

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 and Authorization. The Town Commission hereby [*approves/approves with conditions/denies*] the Beach Furniture Operator Permit Application and Beach Furniture Operations Plan submitted on August 14, 2017 by Residence Inn by Marriott, located at 9200 Collins Avenue, Surfside, FL and [*authorizes/denies*] the issuance of the Beach Furniture Permit as provided in the attached Exhibit 1.

Section 3. Conditions. The approval granted herein is subject to the conditions provided below.

1. The Beach Furniture Operator shall promptly pay to the Town an annual local business tax as prescribed by the Town Code of Ordinances, Section 70-41, for Beach Furniture Operation.
2. The Beach Furniture Operator shall promptly comply with all sections of the Town's Beach Furniture Ordinance, Chapter 86 of the Town Code of Ordinances, as may be amended.
3. The Beach Furniture Operator shall promptly comply with all sections of the Town's Administrative Policy regarding beach furniture operations, as may be amended.
4. The Town hereby authorizes the Beach Furniture Operator to pre-set a maximum of ten (10) beach chairs and umbrellas on the public beach, and may add beach chairs in groups of ten (10) beach chairs at a time plus umbrellas on an "on-demand" basis throughout the day. Unoccupied, vacated beach chairs must be re-stacked, and may not be allowed to remain un-occupied, vacated on the beach.
5. During sea turtle nesting season (May 1st through October 31st), the Beach Furniture Operator may not pre-set any beach furniture items on the beach prior to 9:00 a.m. each day.
6. The Beach Furniture Operator shall maintain a six (6) foot wide safety corridor that runs north to south from the water edge to the dune on the beach for every continuous fifty (50) feet of beach furniture operation, and no beach furniture shall be allowed at any time in this safety corridor.
7. All beach furniture and storage equipment shall at all times of the day and night be kept and set no less that twelve (12) feet seaward of the edge of the vegetation dune.
8. Storage of beach furniture items, both daytime and nighttime, shall be limited to forty (40) beach chairs neatly organized and secured to the ground.
9. All beach furniture items belonging to the Beach Furniture Operator shall be clearly identified as to their ownership by a unique and distinguishable color, design, or marking.
10. The Beach Furniture Operator shall staff and maintain their beach furniture operation area as approved by the Town.
11. The Beach Furniture Operator shall inspect and clean the area of beach furniture operation every two hours of the day for trash, litter and debris, and shall dispose of same in appropriate trash receptacles.
12. In the event of a declared state of emergency or in anticipation of a natural disaster

(such as a tropical storm or hurricane), the Beach Furniture Operator, pursuant to its evacuation plan contained within the operations plan, shall timely remove all Beach Furniture from the public beach and store in an appropriate storage area, and shall not set-up or place Beach Furniture back on the beach until such time as the Town cleans and/or rakes the beach after the emergency or natural disaster and advises that Beach Furniture may be placed on the beach. The Town Manager or designee may issue a warning to the Beach Furniture Operator to remove and secure the Beach Furniture. If the Beach Furniture Operator fails to remove the Beach Furniture, the Town Manager or designee, at its option, may remove the Beach Furniture from the public beach. The Beach Furniture Operator shall be liable for all costs incurred by the Town for the removal and/or storage of the Beach Furniture in the event of an emergency or natural disaster.

- 13. The Beach Furniture Operator understands that this permit may be suspended or revoked for cause by the Town, including, but not limited, to operating in violation of this Permit, the Town’s Beach Furniture Ordinance, the Town’s Beach Furniture and Equipment Administrative Policy, and any applicable local, County, State or Federal law. Upon said notification from the Town, the Beach Furniture Operator shall immediately cease all beach furniture operation.

Section 4. Violation of Conditions. Failure to adhere to the conditions imposed herein or to requirements of the Town’s Administrative Policy on Beach Furniture and Equipment, as may be amended from time to time, shall be considered a violation of the Town Code and persons found violating the conditions shall be subject to the penalties prescribed by the Town Code, including but not limited to, the revocation of any of the approval(s) granted in this Resolution. The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Town Code before it may commence operation, and that the foregoing approval in this Resolution may be revoked by the Town at any time upon a determination that the Applicant is in non-compliance with the Town Code or the conditions of this Approval.

Section 5. Implementation. The Town Manager is hereby authorized to take any and all action necessary to implement this Resolution.

Section 6. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 10th day of October, 2017.

Motion by _____,

Second by _____.

FINAL VOTE ON ADOPTION

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

Mayor Daniel Dietch

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, MMC, Town Clerk

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

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



**Town of Surfside
Special Town Commission Meeting
Quasi-Judicial Hearing
MINUTES**

October 10, 2017

5:30 p.m.

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

1. Opening

A. Call to Order

Mayor Dietch called the meeting to order at 5:35 P.M

B. Roll Call of Members

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

C. Pledge of Allegiance

Police Chief Allen led the Pledge of Allegiance

2. Quasi-Judicial Hearings

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

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

Town Clerk Sandra Novoa read the title of the resolution.

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

Town Clerk Sandra Novoa swore in everyone wishing to speak in favor or against the item.

Town Attorney Mehaffey asked the Town Commission if anyone had any ex-parte communications with the Applicant or any objector.

Mayor Dietch, Commissioner Karukin and Commissioner Paul all stated that they had communications with both residents and the applicant.

The Mayor and both Commission members present acknowledged that the application would be considered only upon the written record and evidence presented at the hearing and not on any opinions and arguments made or heard related to the prior legislative process in the enactment of the Beach Furniture Ordinance.

Town Manager Olmedillo presented the item and Town Attorney Mehaffey verified that the conditions have been legally recorded for the record and presented to the applicant.

Applicant representative Mr. Arthur Holman, General Manager for the Residence Inn by Marriott, spoke on the item.

Mayor Dietch opened the public hearing and the following members of the public spoke on their views regarding the approval of the application:

- Alex Mordvinster representing Jeffery Platt read a letter from Mr. Platt.
- Andrew Alloco
- Gilberto Garcia
- George Kousoulas
- Roch Dube
- Marianne Meischeid - Needed more than the allotted time to speak. Commissioner Paul made a motion to extend one minute. The motion received a second from Commissioner Karukin and all voted in favor.
- Tania Martino

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

Commissioner Karukin made a motion for discussion purposes. Commissioner Paul seconded the motion. The motion carried 3-0. There was a lengthy discussion amongst the Commission, staff and the applicant.

Commissioner Gielchinsky arrived at 6:40 pm. Commissioner Gielchinsky explained that he had been observing the hearing to that point and had heard the testimony presented to that point. Town Attorney Mehaffey asked him if he had had any ex-parte communication with the applicant or anyone else. Commissioner Gielchinsky stated he had communications with members of the public but not with the Marriott.

Commissioner Gielchinsky acknowledged that the application would be considered only upon the written record and evidence presented at the hearing and not on any previous opinions otherwise expressed or on any opinions and arguments made or heard related to the prior legislative process in the enactment of the Beach Furniture Ordinance.

Mayor Dietch stated the conditions that he would like to see added to the list of recommended conditions:

Condition 4 – The Mayor would like to amend to state that the pre-set shall be limited to the first 10 pre-set chairs, then on-demand up to the limit stated on the Towns Policy.

Condition 7 – The Mayor would like to add wording related to storage not being available at times, based on the environmental condition of the beach.

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

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

Mayor Dietch also would like to emphasize that this is not a concession approval but only a beach furniture approval. That there is no paddle board, surfboard and/or kayaks allowed. Town Attorney Mehaffey responded that these uses are currently not permitted under the Town’s code.

Commissioner Karukin made a motion to approve as amended. The motion received a second from Commissioner Paul. The vote was 2-2 with Commissioner Karukin and Mayor Dietch in favor and Commissioner Paul and Commissioner Gielchinsky in opposition.

Per section 2-207(i), the status quo shall continue in effect and this item shall be carried over to the next regularly scheduled meeting for the consideration of such quasi-judicial matter. Item will be scheduled for November 14, 2017 and re-noticed.

B. Surf Club NW Building - Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF SURFSIDE, FLORIDA; APPROVING A SITE PLAN AMENDMENT APPLICATION FOR PROPERTY GENERALLY LOCATED AT 9100 COLLINS AVENUE, SURFSIDE, FL, TO MODIFY THE DESIGN OF THE NORTHWEST BUILDING TO REDUCE RETAIL SPACE; REMOVE ALL RESIDENTIAL UNITS; ADD BACK-OF-HOUSE SPACE FOR THE HOTEL TO ADD OFFICE SPACE AND KITCHEN SPACE FOR THE RESTAURANT; INCREASE ON-SITE PARKING FROM 67 SPACES TO 161 SPACES; AND PERMIT MODIFICATION OF RELATED SITE IMPROVEMENTS; AND PROVIDING FOR A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Town Clerk Novoa read the title of the resolution.

Town Clerk Novoa confirmed that compliance with the advertising notice requirements has been met.

Town Clerk Novoa swore in everyone wishing to speak in favor or against the item.

Town Attorney Mehaffey asked the Town Commission if anyone had any ex-parte communications.

Commissioner Gielchinsky had communications with the applicant.

Town Manager Olmedillo presented the item and read into the record several changes. Town Planner Sinatra presented additional information on the item. The applicant made their presentation to the Town Commission, including a change to not use Roundup, but a more environmentally friendly product.

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

Commissioner Karukin spoke about the possibility of the applicant allowing residents to park their cars in the garage during a declaration of emergency. He stated that this is an aspirational request and that he would like the attorneys to work on some language that works for both parties.

Mayor Dietch requested that the applicant work and coordinate with the Town to minimize lane closures.

Commissioner Paul asked about the possibility that the applicant was willing to indemnify the Town regarding any public hazard created by the operation of the tennis court.

Commissioner Karukin requested that the applicant ensure that the employees do not park in the residential district.

Commissioner Gielchinsky asked for clarification from the applicant regarding the concerns previously expressed.

The applicant indicated they were proffering to work with Town staff regarding parking during states of emergency and to indemnify the Town regarding the tennis court use.

Commissioner Gielchinsky made a motion to approve with the expressed conditions and friendly amendments. The motion received a second from Commissioner Karukin. The motion carried 4-0.

The Commission agreed to commence the regularly scheduled Commission Meeting at 7:45 p.m.

3. Adjournment

Commissioner Paul made a motion to adjourn the meeting. Commissioner Karukin seconded the motion and all were in favor.

The meeting adjourned at 7:36 p.m.

Respectfully submitted,

Accepted this ____ day of _____, 2017

Daniel Dietch, Mayor

Attest:

Sandra Novoa, MMC
Town Clerk



**Town of Surfside
Regular Town Commission Meeting
MINUTES
October 10, 2017
7 p.m.**

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

1. Opening

A. Call to Order

Mayor Dietch called the meeting to order at 7:48 p.m.

B. Roll Call of Members

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

C. Pledge of Allegiance

Public Works Director Randy Stokes led the Pledge of Allegiance

D. Mayor and Commission Remarks – Mayor Daniel Dietch

Mayor Dietch recognized Officer Leonard and Officer Mesa who will be retiring this month.

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

Commissioner Karukin made a motion to move item 9E up – Committee Appointments right after the consent agenda. The motion received a second from Commissioner Paul and all voted in favor.

Commissioner Karukin made a motion to defer items 5A and 5B related to the Water, Sewer and Storm Water Rates and Service Charges, defer Item 4A1 related to the Pension Ordinance and item 4A2 related to Crossover of the Dunes to November 14, 2017 at 7:00 pm or as soon thereafter and remove item 9I verbal update on Shul undergrounding from the agenda. The motion received a second from Commissioner Paul and all voted in favor.

F. Community Notes – Mayor Daniel Dietch

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

2. Quasi-Judicial Hearings (None)

3. Consent Agenda

Commissioner Gielchinsky made a motion to approve the consent agenda minus the pulled items listed below. The motion received a second from Commissioner Karukin and all were in favor.

Items pulled from the consent agenda:

Page 26 of the Town Manager's Report – Commissioner Karukin

Item 3A - Page 10 Minutes (scrivener's error) – Mayor Dietch

Page 20 – Item 3B – Mayor Dietch would like the Manager to contact AT&T and find out the possibilities of broadcasting the various meetings.

Page 23 – Item 3B – Mayor Dietch spoke on item 14 of the traffic mitigation update specifically to the mapping companies.

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

A. Minutes – Sandra Novoa, MMC, Town Clerk

- **September 18, 2017 First Budget Hearing Minutes**
- **September 18, 2017 Special Town Commission Meeting**
- **September 26, 2017 Final Budget Hearing Minutes**
- **September 26, 2017 Special Town Commission Meeting Minutes – Undergrounding**

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

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

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

D. Committee Reports – Guillermo Olmedillo, Town Manager

- July 10, 2017 Tourist Board Meeting Minutes
- August 31, 2017 Planning and Zoning and Design Review Board Meeting Minutes

E. Expenditure of Forfeiture Funds for Fiscal Year 2017-2018 – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, PROVIDING FOR THE FISCAL YEAR 2017/2018 POLICE CONFISCATION FUND EXPENDITURE IN THE AMOUNT OF \$78,192 FROM THE FORFEITURE FUND TO SUPPORT CRIME PREVENTION INITIATIVES, COMMUNITY-BASED PROGRAMS AND LAW ENFORCEMENT EQUIPMENT; PROVIDING FOR AUTHORIZATION AND APPROVAL; PROVIDING FOR AN EFFECTIVE DATE.

Adopted on Consent

F. Texting While Driving Urging Resolution – Mayor Daniel Dietch

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, URGING THE FLORIDA LEGISLATURE TO PASS LEGISLATION MAKING TEXTING WHILE DRIVING A PRIMARY OFFENSE; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE

Adopted on Consent

G. Confirmation of Termination of a State of Emergency – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, CONFIRMING THE TERMINATION OF THE STATE OF EMERGENCY DECLARED FOR THE TOWN OF SURFSIDE, FLORIDA RELATED TO HURRICANE IRMA; AND PROVIDING FOR AN EFFECTIVE DATE

Adopted on Consent

4. Ordinances

A. Second Reading Ordinances

1. Pension Ordinance adopting Chapter 185 minimum benefits for police officers along with other changes to the ordinance – Guillermo Olmedillo, Town Manager [To be deferred to November 14, 2017 at 7:00 pm or as soon thereafter]

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE V, DIVISION 2 OF THE CODE OF THE TOWN OF SURFSIDE REGARDING THE RETIREMENT PLAN FOR EMPLOYEES OF THE TOWN OF SURFSIDE; AMENDING SECTION 2-171 OF THE TOWN CODE TO CLARIFY THE DEFINITION OF THE TERM SENIOR MANAGEMENT EMPLOYEE; AMENDING SECTION 2-175(d) OF THE TOWN CODE TO PROVIDE FOR ONE ACTUARIAL BUYBACK CALCULATION TO DETERMINE THE COST OF MILITARY OR PRIOR LAW ENFORCEMENT SERVICE; AMENDING SECTION 2-176(b) OF THE TOWN CODE TO PROVIDE FOR EARLY RETIREMENT FOR POLICE MEMBERS AT AGE 50 WITH TEN YEARS OF SERVICE; AMENDING SECTION 2-176(c)(2) OF THE TOWN CODE TO PROVIDE FOR A TEN YEAR CERTAIN AND LIFE BENEFIT AS THE NORMAL FORM OF BENEFIT FOR POLICE MEMBERS; AMENDING SECTION 2-177(c) OF THE TOWN CODE TO PROVIDE FOR OPTIONAL FORMS OF BENEFITS FOR POLICE MEMBERS; AMENDING SECTION 2-178(a) OF THE TOWN CODE TO PROVIDE FOR MINIMUM DEATH BENEFITS FOR POLICE MEMBERS; AMENDING SECTION 2-189(e)(2)a. AND (e)(4) OF THE TOWN CODE TO PROVIDE FOR MINIMUM DISABILITY BENEFITS FOR POLICE MEMBERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Item was deferred to November 14, 2014 at 7:00 pm. under item 1E Agenda and Order of Business.

2. Crossover of the Dune – Sarah Sinatra, Town Planner [To be deferred to November 14, 2017 at 7:00 pm or as soon thereafter]

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

Item was deferred to November 14, 2014 at 7:00 pm. under item 1E Agenda and Order of Business.

3. Amending Article VI. – “Rules of Procedure for Town Meetings” -
Guillermo Olmedillo, Town Manager

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING ARTICLE VI. - “RULES OF PROCEDURE FOR TOWN MEETINGS”; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Sandra Novoa read the title of the ordinance.

Mayor Dietch and Commissioner Karukin suggested some changes to Rule 6.06 (a)(1)(b), (b)(1) and (b)(2). Town Attorney Mehaffey read new wording to amend the sections.

Town Attorney Mehaffey spoke about Rule 8.01, section (i) and after some discussion the Town Commission agreed to amend the section.

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

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

4. Water, Sewer and Storm water Rates and Service Charges – Guillermo Olmedillo, Town Manager

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING CHAPTER 78 “UTILITIES” OF THE TOWN CODE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Sandra Novoa read the title of the ordinance.

Town Attorney Mehaffey requested to change the effective date to November 14, 2017 due to the deferral of the resolutions.

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

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

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

B. First Reading Ordinances

There were no ordinances on first reading.

5. Resolutions and Proclamations

A. Water, Sewer and Storm Water Rates and Service Charges – Guillermo Olmedillo, Town Manager

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

Item Deferred

B. Water, Sewer and Storm Water Rates and Service Charges – Guillermo Olmedillo, Town Manager

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

Item Deferred

C. Request to Release Covenant Restricting Property Use for property generally located at 9380, 9372, 9364, 9348, 9340, 9332, 9316 and 9300 Collins Avenue – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE RELEASE OF A COVENANT BURDENING PROPERTY GENERALLY LOCATED AT 9380, 9372, 9364, 9348, 9340, 9332, 9316 AND 9300 COLLINS AVENUE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Sandra Novoa read the title of the resolution.

Town Manger Olmedillo gave some background information on the item.

Commissioner Karukin made a motion to approve. The motion received a second from Commissioner Gielchinsky. The motion carried 3-1 with Commissioner Paul voting in opposition.

D. Public Information Representative (Independent Contractor) – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING AND APPROVING A PROPOSAL AND AGREEMENT WITH PINZUR COMMUNICATIONS, INC TO PROVIDE PUBLIC INFORMATION REPRESENTATIVE SERVICES; PROVIDING FOR WAIVER OF COMPETITIVE BIDDING; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT FOR THE SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Sandra Novoa read the title of the resolution.

Town Manager Olmedillo presented the item to the Town Commission. Assistant Town Manager Tavares gave further details.

Commissioner Karukin made a motion to approve and requested that the Police Department work with the same company. The motion received a second from Commissioner Gielchinsky and all voted in favor.

6. Good and Welfare

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

7. Town Manager and Town Attorney Reports

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

8. Unfinished Business and New Business

9. Mayor, Commission and Staff Communications

A. Discussion Regarding Regulation of Medical Marijuana Dispensaries – Guillermo Olmedillo, Town Manager

Town Attorney Mehaffey presented both options to the Town Commission.

After some discussion, Commissioner Paul made a motion to move forward and regulate drug stores and include the distance requirement. The motion received a second from Commissioner Gielchinsky and all voted in favor.

B. Freeboard Modification– Sarah Sinatra Gould, Town Planner

Town Manager Olmedillo presented the item. Town Planner Sinatra gave further details.

The Commission discussed the item and there was consensus to move forward on the item.

Public Speakers George Kousoulos and DRB/P&Z Board Chair Lindsay Lecour spoke on the item.

C. Charter Amendment to Address Additional Freeboard – Sarah Sinatra Gould, Town Planner

Town Planner Sarah Sinatra presented the item and gave an update.

Commissioner Karukin commented that he would not want this to go on the March ballot because there is already an item on that ballot and he does not want to cloud the issue. Commissioner Paul's concern is how to protect the homes that are not subject to this. After discussion, the consensus was to move forward but to ask the Town Attorney to assess when this could be brought back and whether it is limited to our Commission election dates every two years and also ask the Town Planner to continue to seek out additional designs.

Public Speakers George Kousoulas and DRB/P&Z Board Chair, Lindsay Lecour spoke on the item and gave their views.

D. Artificial Grass – Guillermo Olmedillo, Town Manager

Town Manager Olmedillo presented the item and gave an update. Other municipalities have created an ordinance, regulations and policies regarding the issue. Mayor Dietch would like this researched further but generally was in favor of artificial grass of highest quality.

Public Speakers Diana Gonzalez and Ruben Valdivia spoke on the item.

Commissioner Gielchinsky said that he was at the Planning & Zoning Board meeting as the Liaison to the Board when the Board expressed their views against the artificial grass. His concern was with permeability and water drainage and after doing some research he learned that it depends on the installation techniques. Commissioner Paul shared her research on the item. Town Planner Sinatra and Building Official Ross Prieto gave more information on the item. After discussion it was determined to hold citations on current or new residents on artificial grass until a decision is made.

Commissioner Gielchinsky made a motion to defer discussion of this item to the December 2017 Regular Commission meeting and continue the moratorium the Town imposed on enforcement of this item until the December meeting and directing staff to research and come back to the Town Commission with information concerning what other municipalities have done to address legalizing or permitting the installation of synthetic grass. Also, address concerns such as installation, permeability, and drainage. Manager Olmedillo commented that he does not have a problem with putting a hold on citations until a policy can be made. Commissioner Gielchinsky accepted the Manager's comments into the motion. The motion received a second from Commissioner Karukin and all voted in favor.

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

- *Design Review Board – At Large Appointment – Commissioner Karukin made a motion to appoint Mr. William Fleck to the Design Review Board. The motion received a second from Commissioner Gielchinsky and all voted in favor.*
- *Sustainability Subcommittee – Vice Mayor Cohen was absent*
- *Planning and Zoning Board – Commissioner Gielchinsky had no appointment.*
- *Tourist Board – Commissioner Gielchinsky made a motion to appoint Mr. Jeff Lehman to the Tourist Board. The motion received a second from Commissioner Paul and all voted in favor.*
- *Personnel Appeals Board – Commissioner Karukin appointed Ms. Jackeline Azis to the Personnel Appeals Board*

F. Report on Special Commission Meeting- Presentation from Dr. Kury on Undergrounding Powerlines [Verbal] – Guillermo Olmedillo, Town Manager

Town Manager Olmedillo gave an update on the presentation. Commissioner Karukin believes the Town needs to establish a Vegetation Management Policy. Commissioner Paul believes the Town has to identify hot spot areas. The Commission all gave their views on the item. Town Manager was asked to begin conversations with FPL.

G. Update on property located at 200 96th Street [Verbal] – Guillermo Olmedillo, Town Manager

Town Manager Olmedillo gave an update.

H. Florida Public Service Commission Urging Resolution – Mayor Daniel Dietch

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

I. Update on Shul Undergrounding [Verbal] – Guillermo Olmedillo, Town Manager
Item was removed from the agenda

10. Adjournment

Commissioner Karukin made a motion to adjourn. The motion received a second from Commissioner Paul and all voted in favor. Meeting adjourned at 10:40 p.m.

Respectfully submitted,

Accepted this _____ day of _____, 2017

Daniel Dietch, Mayor

Attest:

Sandra Novoa, MMC
Town Clerk



**Town of Surfside
Post Hurricane Workshop
MINUTES
November 1, 2017
5:30 p.m.**

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

1. Opening

A. Call to Order

Mayor Dietch called the workshop to order at 5:30 p.m.

B. Roll Call of Members

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

C. Pledge of Allegiance

Chief of Police David Allen led the Pledge of Allegiance

Commissioner Paul arrived at 8:32p.m.

2. Welcome – Mayor Dietch

Mayor Dietch wished Commissioner Gielchinsky a Happy Birthday. He welcomed everyone and thanked the Town's dedicated staff for their sacrifices during Hurricane Irma. Mayor Dietch stated that this meeting is to analyze what went right and what went wrong and for the public to have an input and express their concerns, keeping in mind that both the Town and the residents have responsibilities

3. General Overview – Guillermo Olmedillo, Town Manager

Town Manager Olmedillo gave an overview of the Town's hurricane preparedness process and also the Town's after action reports.

Vice Mayor Cohen arrived at 5:37p.m.

4. Pre-and-Post Hurricane Actions:

- A. Police Department**
- B. Public Works Department**
- C. Parks and Recreation Department**

Chief Allen, Public Works Director Stokes and Parks and Recreation Director Milian presented their pre and post hurricane activities.

Mayor Dietch opened the public comments.

5. Public Comments/ Q&A

Victor May thanked the employees and the Police Department and had questions about the communications with the residents that stayed in Town. He spoke about the administration and Elected Officials' roles.

Barbara Cohen thanked the Town Staff and stated that it is a privilege to live in Surfside.

Commissioner Karukin stated that the Town of Surfside has the most dedicated and incredible staff and thanked everyone for their services. He spoke about the importance of having a Public Information Representative when it comes to social media. He stated that in moments like these the Town needs a more coordinated and professional approach to communication. He posed some questions related to the process of residents coming back home and how the shelters operated leaving a feeling of disconnect. Town Manager Olmedillo explained the process and how the shelters operated. Commissioner Karukin also stated that he received a lot of complaints related to the seaweed. Parks and Recreation Director Milian responded and stated that the Town had to wait for Miami-Dade County to respond based on priorities as the Town is not the only beach in the County and explained that the seaweed is natural and healthy for the beach life and is a part of the ecosystem.

Commissioner Paul stated that after reviewing the Town's report there are areas for improvements. She believes that the Police Department should be equipped with a better radio system and work closely with Miami-Dade County, especially when it involves elderly people that may be unable to go to a shelter. She also suggested that the Town acquire some water vehicles (motor boats).

Vice Mayor Cohen stated that the Town was saved from a disaster and that the communication from the Town was incredible. He posed questions about the water warnings that the Town has been receiving. Town Manager Olmedillo responded that the water was tested a week later by the County and that the water was deemed not safe to swim. The Vice Mayor thanked the Town for their responsiveness and the excellent management during the entire process.

Mayor Dietch commended the administration for making a difference and spoke about the challenges the Town encountered and the accomplishments. He spoke about the way the Public Works Department handled the debris removal and thanked them for their weekly updates and for making the right decisions.

Mayor Dietch spoke about the success of getting the tot lot running a week after the storm and of feeling safe on the beach within that first week. He thanked the staff for acquiring a safe location to place the debris in lieu of placing it in the 96th Street Park, and by doing so, the Town was able to host the annual Spooktacular event.

One of the suggestions/concerns that the Mayor received from residents and spoke about was the possibility of providing sand bags, even if it is through a vendor, during the next storm/hurricane because it seems to be important to residents.

Another question was related to parking and the fact that the Town does not have a parking facility. The Mayor stated that the Town administration has had conversations with hotels and expressed interest in developing a more organized program for the future. Also, a mobile ice manufacturer as an enhancement to consider while residents are out of power. It was suggested to work together with the hotels to provide some room capacity in case of an emergency.

The Mayor spoke about an informal group of residents that during Wilma got together and formed Team Surfside. These residents drove around and asked people if they needed help and were good neighbors. He asked for any interested person that would like to take on the torch of Team Surfside. He asked the Town Manager to post the comprehensive report prepared by the Administration on the Town's website.

Mayor Dietch also spoke about residents' responsibilities and urged them to have a plan, prepare accordingly and have an emergency kit with essential supplies. He encouraged the Town residents to check the Town's website for information on how to be prepared as it is each individual's responsibility to secure their property. He also spoke about the Miami-Dade County mandatory evacuation and asked the residents not to take these communications lightly and to please sign up on the Town's website for code red alerts and email communications.

The Mayor spoke of the tree evaluations completed every year in February in order to work together with FP&L and get the tree maintenance needed. The Mayor stated that it is not only FP&L's responsibility to do this and asked the Manager to include some information in the February and or May Gazette before hurricane season about the residents' responsibility. Town Manager Olmedillo gave a more broad explanation of the responsibilities regarding tree trimming.

Mayor Dietch spoke about FP&L and stated they are a service provider and the Town is a customer as well as the home owners. He spoke about the recently adopted resolution to the Public Service Commission asking them for a look ahead schedule so that residents have an expectation of when they will get their power back.

Mayor Dietch thanked all the State and Local Governments and expressed how very proud he is to be an Elected Official and have the opportunity to work with dedicated Elected Officials and professional staff.

6. Adjournment

Meeting adjourned at 7:32 p.m.

Respectfully submitted,

Accepted this ____ day of _____, 2017

Daniel Dietch, Mayor

Attest:

Sandra Novoa, MMC
Town Clerk



TOWN MANAGER'S REPORT NOVEMBER 2017

COMMUNITY PROGRAMS / INITIATIVES / ENHANCEMENTS

1. **See Click Fix Report** – See Attachment “A”
2. **Post Hurricane Workshop** – November 1, 2017 at 5:30pm in the Commission Chambers
3. **Interlocal Shuttle Update**

On June 12, 2017 the Bay Harbor Islands Council voted to join Surfside and Bal Harbour Village in moving the Surf-Bal-Bay Interlocal Shuttle initiative forward. Since that date, staff met with representatives of FIU's Lehman Center for Transportation Research as well as this initiative's primary representatives from the other two municipalities. An Interlocal Memorandum of Understanding is earmarked for the December 13, 2017.

4. **Development Application Status**

A. 9116 Harding – A site plan application for a 4 unit townhouse development has been received. A Development Review Group (DRG) meeting was held November 2, 2016. Comments were provided and corrections were required. The plans were resubmitted for a second DRG meeting on February 7, 2017 and a third DRG meeting on May 18, 2017. The Development Impact Committee (DIC) meeting was held on June 1, 2017. The property has recently been sold and the new owner has added one property to the site for additional landscape purposes. A DRG meeting will be scheduled when the revised plans are submitted.

B. 8995 Collins – A site plan was submitted on May 19, 2017. A DRG meeting was held on June 19, 2017. The applicant submitted the revised drawings and a second DRG meeting was held on August 24, 2017. Revisions were required and a third DRG meeting was held on September 28, 2017. The DIC meeting will be scheduled.

C. 9133-9149 Collins - The Surf Club II – A revised site plan was submitted on August 28, 2017 for 46 new condominium units, two renovated condominium units and 31 new hotel units. DRG and DIC meetings were held on September 28, 2017. The Planning and Zoning Board has been scheduled for December 7, 2017.

TOWN DEPARTMENTS

Code Compliance Division

A. Code Violation Cases: As of October 26, 2017, the total number of active, open cases being managed is 183; of these cases, 103 cases are still under investigation and are working towards compliance; 5 cases are on-hold; 28 are in the Special Master hearing queue; 10 cases are in post-Special Magistrate action status; and 37 cases have been issued liens and remain unpaid. Properties with unpaid liens are sent reminder letters on a quarterly basis.

B. Collected Civil Penalty Fines: Unresolved code compliance cases accrue fines until the code violation is resolved. After the violation is abated, then the property owners are notified to remit the fine amount due. In many cases, the fine amount is either paid, resolved via a settlement agreement, or referred to the Town's Special Master for a hearing and ruling on the fine amount due. The following is a summary by fiscal year of the fine amounts collected:

- FY 17/18: 5 cases have paid/settled through October 26, 2017 for a total collection of \$1,349
- FY 16/17: 117 cases have paid/settled through September 25, 2017 for a total collection of \$40,842
- FY 15/16: 152 cases paid/settled for a total of \$137,282

Finance Department

A. Monthly Budget to Actual Summary as of September 30, 2017. See Attachment "B"

B. Enterprise Resource Planning (ERP): Tyler Technologies is the recommended ERP solution and the Software-as-a-service Agreement is earmarked for the December 13, 2017 Town Commission meeting for consideration.

Information Technology

- ASI/SDI Digital box for the Meeting Broadcast System (Channel 93) will be presented to the Town Commission in December
- IT is working with the Video System Controller and Server subcontractor, LexisNexus HD to obtain quotes for replacement of the system. The first quote obtained from AVI came in at \$12,440. IT will work with the Acting Finance Director on the next steps for approval and replacement. This was approved in the FY2017/2018 budget and will be on the Town Commission December Agenda.

- IT installed Ethernet cables in five different locations in the Town Hall building to provide Wi-Fi to Town employees and for public meetings.
- IT is working with the vendor to upgrade the SCALA and renew the maintenance contract. To be completed on 11/24/2017
- The new Town website is earmarked to be operational by December 1, 2017

Police Department


A. October 2017 Significant Incidents/Arrests:

- Loitering and Prowling/Resisting Officer without Violence Arrest – 10/10/17 at 1000 hours: 9400 Harding Avenue. The subject was arrested.
- Failure to Obey Police Officer/Disorderly Conduct Arrest – 10/10/17 at 1100 hours: 90th Street and Collins Avenue. The subject was arrested.
- Auto Burglary - 10/15/2017 between 1200 – 0200 hours: 8950 Carlyle Avenue. An unlocked vehicle parked in a driveway was entered.
- Armed Robbery/ Kidnapping - 10/19/2017 between 1715 hours and 1834 hours: 94th Street and Harding Avenue. One arrest has been made at this time. A second suspect has been identified.
- Auto Burglary - 10/18/2017 between 1915 hours and 2030 hours: 9400 block of Collins Avenue (Post Office Parking Lot). An unlocked vehicle was entered and miscellaneous items were taken.

B. Traffic Mitigation Update:

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

#	Initiatives	Update(s)
	Short Term (0 – 6 months)	
1	95 Street & Harding Avenue (westbound), left Turn lane added. 300 block of 95 th Street (eastbound), right turn lane added.	<p>On 4-27-2017, the traffic lanes in the 200 block of 95 Street, between Collins Avenue and Harding Avenue were modified to improve the traffic flow. New lane pavement markers delineate the new vehicular traffic flow for westbound traffic on 95 Street approaching Harding Avenue. The pavement markings allow vehicles to travel in two lanes west of the alleyway with one lane designated for travel westbound only on 95 Street across Harding Avenue, and the other lane designated as a left turn only lane for vehicles turning southbound onto Harding Avenue. Three parking spaces on the North East side of 95 Street & Harding Avenue have been eliminated to allow for a westbound travel lane.</p> <p>As of Tuesday 8-22-2017, the traffic flow in the 300 block of 95th Street, between Abbott Avenue and Harding Avenue, has been altered. The new lane pavement markers delineate the new vehicular traffic flow for eastbound traffic on 95th Street</p>

		<p>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. <u>Please refer to the traffic diagram below.</u></p> 
2	New Stop Signs at all intersections west of Harding Avenue	<p>Public Works installed stop signs at the following locations:</p> <ul style="list-style-type: none"> • 89th Street & Byron Avenue (east-west) • 90th Street & Abbott Avenue (east-west) • 90th Street & Carlyle Avenue (east-west) • 92nd Street & Abbott Avenue (east-west) • 92nd Street & Carlyle Avenue (east-west)
3	New Stop Bar Reflectors	Completed
4	New Speed Bumps	<p>New speed bumps have been installed at the following locations:</p> <ul style="list-style-type: none"> • 8900 block of Abbott Avenue • 9100 block of Abbott Avenue • 9300 block of Abbott Avenue
5	Revisit Street Closure 94 th Street / Abbott Avenue	Commission approved a motion against revisiting this item.
6	New Street Closure Byron Avenue (northbound) at 88 th Street	Requires study, Miami-Dade County and the City of Miami Beach's approval. Pending meetings / agreements.
7	Loop Detector Installation	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

		<p>counts and traffic analysis at subject intersections (before and after traffic analysis) per commission request at 05-09-17 meeting.</p> <p>The east Stop Bar at 93 Street & Harding Avenue will be moved back.</p> <p>On 8-8-2017 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>
8	Install a centerline curb on 95 th Street between Abbott and Byron Avenues	Public Works installed delineators to deter trucks from traveling west on 95 th Street.
9	Eliminate Crosswalks on Collins (north) & Harding (south) Avenues	FDOT stated that eliminating crosswalks would hinder pedestrian travel and further study would be required before they can agree to that recommendation.
10	Create Vehicular Circulation Plans for New Construction Projects Minimize lane closures	MOT's and circulation plans for new construction projects was a primary topic of discussion with FDOT and the surrounding jurisdictions representatives. A plan to improve the coordination of projects and to enhance communication by FDOT providing notice well in advance of all approved MOT's to the three jurisdictions was agreed upon. The early notice system has shown an improvement.
11	Evaluate Sidewalk Options	Commission approved a motion to continue to evaluate pedestrian safety options in Surfside.
12	Install traffic light at 96 th Street & Abbott Avenue Eliminate left hand turn at 96 th Street & Byron Avenue	<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 96th 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 96th Street & Byron Avenue.</p>
13	Install a crosswalk at 90 th Street & Harding Avenue (north side)	FDOT agreed to reconsider installing a traffic signal at the location, pending study (count). The Town installed traffic delineators designed to allow a left turn only onto Harding

		Avenue, preventing vehicles from traveling westbound across the intersection.
14	Send demand letters to mapping companies	Completed
Intermediate Term (7 – 18 months)		
15	Create 1-Way Streets 88 th , 89 th , 90 th and 91 st Street between Collins & Harding Avenues	A Town meeting was held July 18 th , 2017, to present a new traffic pattern plan making 89 th Street one-way only for westbound vehicular traffic from Collins Avenue to Hawthorne Avenue and 90 th Street one-way only for eastbound vehicular traffic from Bay Drive to Collins Avenue.
16	Design 91 st Street Improvements Sidewalk, landscaping and buried utilities	Pending design and engineering cost estimates.
Long Term (19+ months)		
17	Gate the area west of Harding Avenue and create a special taxing district	This item is back in the commission discussion stage.

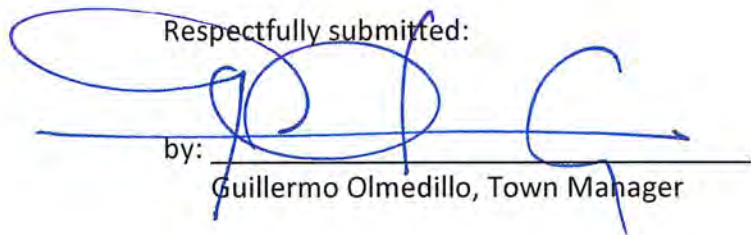
#	Parking / Taxis	Update(s)
1	<p>The Town of Surfside added 18 new single parking spaces and 2 loading zones in the streets that are east of Collins Avenue. These new parking spaces provide additional parking options for residents and visitors to our Town. The additional loading zones provide a safe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

		<ul style="list-style-type: none">• In the 200 block of 92nd Street (North side in front of the Marriott) one metered parking space was removed and replaced with a (1) vehicle Taxi Cab Stand.• A (2) vehicle Taxi Cab Stand has been added to the south side of the 200 block of Collins Avenue.
--	--	--

C. Police Events:

- The Parks and Recreation Department is hosting their annual Veterans Day Ceremony on November 11 at 10:00 a.m. The Honor Guard will participate in the Ceremony and the command staff will be in attendance.
- The monthly Bike with the Chief is November 29 at Town Hall at 5:00 p.m.
- Coffee with the Cops is November 30 at Starbucks at 10:00 a.m.

Respectfully submitted:



by: _____
Guillermo Olmedillo, Town Manager



Town of Surfside, FL

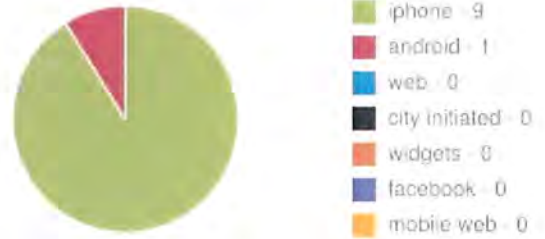
Between Oct 01, 2017 and Oct 30, 2017

12 requests were opened

9 requests were closed

The average time to close was 39.3 days.

Requests by Source



REQUEST CATEGORY	OPENED	CLOSED	DAYS TO CLOSE
Other	4	5	55.3
Code Compliance (Safety Concern)	2	1	1.3
Street lights (PW)	2	0	0.0
Code Compliance (Violation)	2	0	0.0
Community Center (P & R)	1	1	0.1
Parking Issue	1	1	11.1
Beach Issue	0	1	64.3
96 Street Park (P & R)	0	0	0.0
Barking Dog	0	0	0.0
Beach Patrol	0	0	0.0
Construction Issues	0	0	0.0
Dead Animal	0	0	0.0
Dog Stations (P & R)	0	0	0.0
Drainage/Flooding (PW)	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

R)			
Police (Safety Concern)	0	0	0.0
Pothole (PW)	0	0	0.0
Solid Waste (Commercial) (PW)	0	0	0.0
Solid Waste (Residential) (PW)	0	0	0.0
Surfside Dog Park (P & R)	0	0	0.0
Utilities (Water/Sewer) (PW)	0	0	0.0
Veterans Park (P & R)	0	0	0.0



Town of Surfside, FL

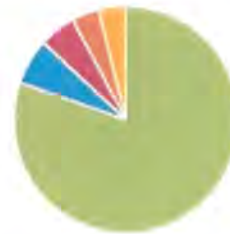
Between Jan 01, 2013 and Oct 30, 2017

712 requests were opened

683 requests were closed

The average time to close was 28.1 days.

Requests by Source



REQUEST CATEGORY	OPENED	CLOSED	DAYS TO CLOSE
Other	183	177	21.1
Beach Issue	112	102	14.5
Parking Issue	71	71	3.5
Police (Safety Concern)	73	73	8.7
Code Compliance (Violation)	58	54	53.6
Street lights (PW)	39	36	178.7
Code Compliance (Safety Concern)	42	39	55.3
Utilities (Water/Sewer) (PW)	20	20	10.4
Construction Issues	18	17	11.5
Dog Stations (P & R)	13	13	5.3
Drainage/Flooding (PW)	13	13	22.6
Barking Dog	12	12	20.0
Solid Waste (Residential) (PW)	14	12	20.0
Surfside Dog Park (P & R)	8	8	1.1
96 Street Park (P & R)	9	9	3.5

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

TOWN OF SURFSIDE, FLORIDA
MONTHLY BUDGET TO ACTUAL SUMMARY
FISCAL YEAR 2016/2017

AS OF

September 30, 2017

100% OF YEAR EXPIRED (BENCHMARK)

Agenda Item #

Page

1 of 3

Agenda Date: November 14, 2017

GOVERNMENTAL FUNDS	ACTUAL	ANNUAL BUDGETED	% BUDGET
GENERAL FUND			
REVENUE	\$ 14,081,935	\$13,531,474	104%
EXPENDITURES	12,815,257	\$13,531,474	95%
Net Change in Fund Balance	1,266,678		
Fund Balance-September 30, 2016 (Audited)	7,368,408 ^A		
Fund Balance-September 30, 2017 (Reserves)	<u>\$ 8,635,086</u>		
TOURIST RESORT FUND			
REVENUE	\$ 715,495 ^B	\$735,031	97%
EXPENDITURES	593,422	\$735,031	81%
Net Change in Fund Balance	122,073		
Fund Balance-September 30, 2016 (Audited)	363,407		
Fund Balance-September 30, 2017 (Reserves)	<u>\$ 485,480</u>		
POLICE FORFEITURE FUND			
REVENUE	\$ 62,072	\$50,592	123%
EXPENDITURES	39,113	\$50,592	77%
Net Change in Fund Balance	\$ 22,959		
Fund Balance-September 30, 2016 (Audited)	141,755		
Fund Balance-September 30, 2017 (Reserves)	<u>\$ 164,714</u>		
TRANSPORTATION SURTAX FUND			
REVENUE	\$ 304,846	\$294,799	103%
EXPENDITURES	201,380	\$294,799	68%
Net Change in Fund Balance	103,466		
Fund Balance-September 30, 2016 (Audited)	354,264		
Fund Balance-September 30, 2017 (Reserves)	<u>\$ 457,730</u>		
BUILDING FUND			
REVENUE	\$ 2,693,791	\$1,927,983	140%
EXPENDITURES	888,596	\$1,927,983	46%
Net Change in Fund Balance	1,805,195		
Fund Balance-September 30, 2016 (Audited)	0		
Fund Balance-September 30, 2017 (Reserves)	<u>\$ 1,805,195</u>		
CAPITAL PROJECTS FUND			
REVENUE	\$ 272,107	\$973,818	28%
EXPENDITURES	890,694	\$973,818	91%
Net Change in Fund Balance	(618,587)		
Fund Balance-September 30, 2016 (Audited)	1,154,352		
Fund Balance-September 30, 2017 (Reserves)	<u>\$ 535,765</u>		

NOTES:

* Many revenues for September 2017 are received in subsequent months (timing difference) and are recorded on a cash basis in the month received.

A. Includes \$2,000,000 available for hurricane/emergencies. Includes \$198,405 of Prepaid Expenses. The balance of \$5,170,003 is unassigned fund balance (reserves).

B. Resort Tax Revenues total collected through September 2017 is \$2,224,442 (\$715,495 is the Tourist Resort Fund and \$1,508,947 is the General Fund).

ENTERPRISE FUNDS

ACTUAL

ANNUAL BUDGETED

% BUDGET

WATER & SEWER FUND

REVENUE
EXPENDITURES
Change in Net Position
Unrestricted Net Position-September 30, 2016 (Audited)
Restricted Net Position
Unrestricted Net Position-September 30, 2017 (Reserves)

\$	3,370,291
	2,805,985
	564,306
	(2,827,890)
	1,765,319
\$	(498,265)

\$3,359,624	100%
\$3,359,624	84%

C1

C2

MUNICIPAL PARKING FUND

REVENUE
EXPENDITURES
Change in Net Position
Unrestricted Net Position-September 30, 2016 (Audited)
Unrestricted Net Position-September 30, 2017 (Reserves)

\$	1,125,099
	1,415,567
	(290,468)
	1,111,941
\$	821,473

\$1,706,356	66%
\$1,706,356	83%

SOLID WASTE FUND

REVENUE
EXPENDITURES
Change in Net Position
Unrestricted Net Position-September 30, 2016 (Audited)
Unrestricted Net Position-September 30, 2017 (Reserves)

\$	1,837,584
\$	1,667,366
	170,218
	245,941
\$	416,159

\$1,786,275	103%
\$1,786,275	93%

STORMWATER FUND

REVENUE
EXPENDITURES
Change in Net Position
Unrestricted Net Position-September 30, 2016 (Audited)
Restricted Net Position
Unrestricted Net Position-September 30, 2017 (Reserves)

\$	528,275
	495,249
	33,026
	3,392,370
	347,140
\$	3,772,536

\$684,143	77%
\$684,143	72%

C3

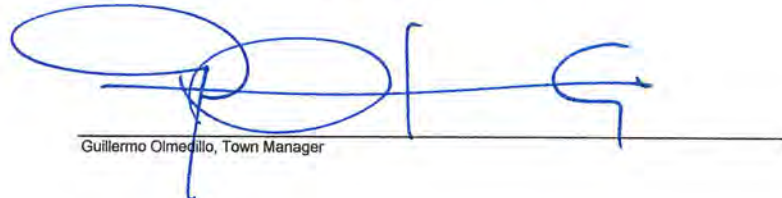
NOTES:(con't)

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

C2. The reserves balance of (\$498,265) is the result of a change in current net position as of September 2017 of \$564,306 net position as of September 30, 2016 of (\$2,827,890) includes Restricted Net Position of \$1,765,319.

C3. The Restricted Net Position of \$347,140 includes \$266,140 for renewal and replacement, \$81,000 for State Revolving Loan reserves.


Mayra D. Gamiolea, Acting Finance Director


Guillermo Olmedillo, Town Manager

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

9/30/2017

FUND	9/30/2014	9/30/2015	9/30/2016	9/30/2017
General	\$ 6,366,391	\$ 5,905,726	\$ 7,368,408	\$ 8,635,086
Tourist Resort	180,297	339,396	363,407	485,480
Police Forfeiture	159,626	113,431	141,755	164,714
Transportation Surtax	396,740	440,662	354,264	457,730
Building	-	-	-	1,805,195
Capital Projects	849,445	182,903	1,154,352	535,765
Water & Sewer	(3,501,884)	(2,705,871)	(2,827,890)	(498,265)
Municipal Parking	1,000,355	1,089,165	1,111,941	821,473
Solid Waste	116,662	340,391	245,941	416,159
Stormwater	3,838,412	4,051,768	3,392,370	3,772,536
Total	\$ 9,406,044	\$ 9,757,571	\$ 11,304,548	\$ 16,595,873



TOWN OF SURFSIDE
Office of the Town Attorney
 MUNICIPAL BUILDING
 9293 HARDING AVENUE
 SURFSIDE, FLORIDA 33154-3009
 Telephone (305) 993-1065

TO: Town Commission

FROM: Lillian Arango, Town Attorney

CC: Guillermo Olmedillo, Town Manager

DATE: November 6, 2017

SUBJECT: Office of the Town Attorney Report for November 14, 2017

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

October 10, 2017 - Town Commission Quasi-Judicial Hearings

October 10, 2017 - Town Commission Regular Meeting

October 17, 2017 - Special Master Hearing (Code Enforcement)

October 26, 2017 - Sustainability Sub-Committee, DRB, Planning & Zoning Board Meetings

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

November 6, 2017 – DRG Meeting

November 6, 2017 – Tourist Board Meeting

Preparation and Review of agenda materials:

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

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

Commission support:

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

Staff support:

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

Key issues:

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

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

- Dune Crossover Ordinance
- Freeboard Ordinance
- Medical Marijuana Legislation
- Roof Height Ordinance
- Sign Code Amendment Ordinance
- Unsolicited Proposals

Litigation:

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

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

1. Pieter Bakker v. Town of Surfside, a municipal corporation of the State of Florida and Young Israel of Bal Harbour, Inc. On May 30, 2012, Pieter Bakker filed a complaint in State Court against the Town which seeks a writ of certiorari to quash Resolution 12-Z-2078 approving a Site Plan Application to permit Young Israel to build a synagogue on 9580 Abbott Avenue. On September 30, 2013, the Court ordered this matter to be transferred to the Appellate Division. Petitioner, Mr. Bakker filed a Third Amended Petition for Writ of Certiorari. The Town and Young Israel have filed a response to the Third Amended Petition for Writ of Certiorari. Hearing and oral argument on the merits is scheduled for December 6, 2017 at 3:30 pm.
2. Aceto and Muhammad v. Town of Surfside – Case No. 16-490-AP. Christopher Aceto and Adilah S. Muhammad, as property owners were cited and the Special Master found they had violated the Town’s Code of Ordinances by failing to register and pay fees and resort taxes on the short-term rental of their residential condominium. They appealed the order of the Special Magistrate. The item has been set for review by the Court for November 16, 2017, without oral argument.
3. JP Morgan Chase Bank, N.A v. Jacob Haris, et al – Case No. 2017-CA-007429. JP Morgan has filed for mortgage foreclosure of the property located at 9372 Bay Drive. The Town has filed Defendant, Town of Surfside’s Answer to Plaintiff’s Verified Amended Complaint, and Petition to Participate in Surplus, in connection with code enforcement liens on the Property.

The Town has also filed a proof of claim with the Bankruptcy court in New York to preserve its claim/liens for unpaid code enforcement liens.

4. Gilberto M. Garcia v. Town of Surfside. Case No. 1:17-cv-23692, United States District Court, Southern District of Florida. Gilberto M. Garcia has filed a Complaint for Declaratory Relief pursuant to 42 U.S.C. 1983 alleging that Ordinance 17-1662 of the Town of Surfside is facially unconstitutional and in violation of the First Amendment of the U.S. Constitution. The Complaint has not been served on the Town.

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



Town of Surfside

PARKS & RECREATION COMMITTEE MEETING MINUTES

July 17, 2017 – 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 7:01 p.m.

The following were present:

Chair Retta Logan
Vice Chair Eliana Salzhauer* arrived at 7:08 p.m.
Jeffrey Platt
Shlomo Danzinger
Zoya P. Javier* arrived at 7:08 p.m.

Also present:

Tim Milian, Parks and Recreation Director
Town Commissioner Tina Paul, Commission Liaison
Elora Riera, Deputy Clerk

2. Approval of Minutes: June 19, 2017

Chair Logan advised the Committee that the minutes had an error and therefore Deputy Clerk Riera will correct them and bring back at the next meeting for approval.

3. Community Center Access by Business Owners from Surfside

Parks & Recreation Director Milian advised the Committee that the title should read property owners instead of business owners.

Kenny Stowes, property owner in Surfside, commented that his son who was visiting him, went to the Community Center to use the facility and was informed that he could not use the facility because he was not a resident.

Vice Chair Salzhauer commented on this topic. She explained the current policy in place in terms of who can and cannot use the Community Center facility.

Discussion ensued regarding whether or not property owners should be allowed access to the Community Center. Committee members felt that the Town should create some type of community outreach event for property owners to go to the Community Center to build relationships.

After some discussion, Vice Chair Salzhauer made a motion to not grant access to property owners to the Community Center. Committee member Danzinger seconded the motion which carried 5-0 on voice vote.

Vice Chair Salzhauer made a recommendation to the Town Commission to look into creating a community outreach event for property owners at the Community Center. Committee member Platt seconded the motion which carried 5-0 on voice vote.

4. 96th Street Park Wall

Parks & Recreation Director Milian explained the project to the Committee. The project is set to start tomorrow. The artists name is Douglas Hoekzema. The cost of this will be coming from the general operating funds and will not affect the Parks & Recreation budget. The art will be all abstract and the artist was provided with guidelines.

Commissioner Paul arrived at 7:04 p.m.

5. 4th of July Recap

Parks & Recreation Director Milian commented that there was a great turnout for the 4th of July event. They had to close midday due to the weather. The reflective vests were very well received.

Commissioner Paul commented that she would like to see the beach cleaned up better after the 4th of July event.

Committee member Pashenko and Vice Chair Salzhauer arrived at 7:08 p.m.

6. Summer Camp Update

Parks & Recreation Director Milian provided an update to the Committee. They are currently in week six of the summer camp program.

There was discussion regarding the possibility of bringing back the surf camp program.

7. Public Comment

There were no comments from the public.

There was discussion regarding a martial arts program starting in the fall.

8. Adjournment

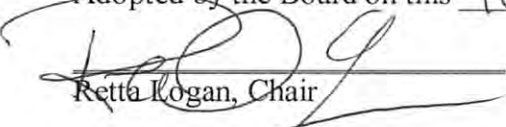
Committee member Platt made a motion to adjourn the meeting at 8:08p.m. Committee member Danzinger seconded the motion and all voted in favor.

Respectfully submitted:



Elora Kiera, Deputy Clerk

Adopted by the Board on this 16 day of Octo, 2017



Retta Logan, Chair



Town of Surfside

SUSTAINABILITY SUB COMMITTEE OF THE PLANNING & ZONING BOARD MEETING MINUTES

August 31, 2017 – 5:00 p.m.

Town Hall - Manny Crawford Conference Room
9293 Harding Ave, 2nd Floor, Surfside, FL 33154

1. Call to Order/Roll Call

The meeting was called to order by Chair Kousoulas at 5:05 p.m.

The following were present:

- Chair Kousoulas
- Vice Chair Goldenberg
- Lou Cohen

Absent:

- Moshe Behar
- Deborah Cimadevilla

Also present:

- Duncan Tavares, Acting Asst. Town Manager
- Sarah Sinatra Gould, Town Planner
- Kathy Mehaffey, Town Attorney
- Ross Prieto, Building Official
- Lindsay Lecour, Planning and Zoning Chair
- Elora Riera, Deputy Clerk

2. Approval of Minutes – May 25, 2017

Committee member Cohen moved to approve the minutes as written. Committee member Goldenberg seconded the motion which carried on voice vote.

3. Setbacks for Fences

Committee member Cohen commented that this item has nothing to do with global warming or rising sea level or the Sustainability. He feels that this is not in the purview of the Committee.

Discussion ensued regarding whether this is under the purview of the Committee.

Town Planner Sinatra explained that prior discussions were to have a protected setback and her concern is that the landscape code requires a 10-ft. landscape buffer but it does not say if it needs to be on the inside or outside of the fence. If the Committee were to require a fence that would be set back further it would interrupt the landscape buffer. It would be more appropriate at 3 ft. so it would allow for the 7-ft. root ball for landscaping or all the way back to the 10 ft. She provided some graphics that show the existing conditions, the 3-ft. option, and the 10-ft. buffer.

Chair Kousoulas explained that this issue came up because the fence at the pool is 5 ft. and while walking on the path you see metal fences. The idea was to try to bring back the natural vegetation. He mentioned that if this were adopted, it would not have anything to do with existing fences.

Town Planner Sinatra commented that if this were adopted and if it were more than 50%, the new fence would have to be moved in 3 ft. Her only concern is that if there were any trees installed, there would be the potential that they would have to be moved unless the Committee came up with language that deals with obstructions.

Committee member Cohen commented on the fences that are already in place. He feels that adding to the code will create issues.

Committee member Goldenberg made a motion to leave the fence the way it is and to look at other ways to improve the hard pack. Motion died for lack of a second.

Planning and Zoning Chair Lindsay Lecour inquired about graphics from design schools regarding raising the dunes to protect from storm surges. Discussion ensued regarding raising the dunes.

Committee member Cohen commented regarding the PEM Program and would like the Committee to look into that again.

Committee member Cohen made a motion to investigate the PEM Program further and bring them back to the next meeting. Committee member Goldenberg seconded the motion which carried on voice vote.

Committee member Cohen advised the Committee about an article of a sustainability grant that could be available for the Town from Michael Blumberg.

Committee member Cohen made a motion for the Town to look into the Michael Blumberg plan/grant for sustainability projects for Towns and Mayors. Committee member Goldenberg seconded the motion which carried on voice vote.

Discussion ensued regarding the possibilities for getting more sand on the beach and the give a foot, get a foot issue.

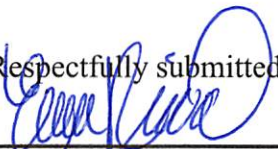
4. Public Comment

There was no public comment.

5. Adjournment

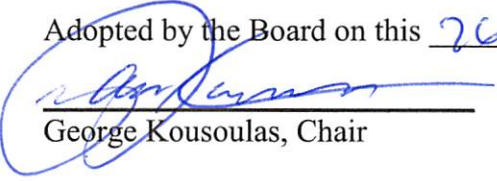
Committee member Cohen moved to adjourn the meeting at 5:57 p.m. Committee member Goldenberg seconded the motion which carried by voice vote.

Respectfully submitted:



Elora Riera, Deputy Clerk

Adopted by the Board on this 26 day of Oct, 2017



George Kousoulas, Chair



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

September 28, 2017 – 7:00 p.m.
Town Hall Commission Chambers –
9293 Harding Ave, 2nd Floor, Surfside, FL 33154

DESIGN REVIEW BOARD

1. Call to Order/Roll Call

Chair Lindsay Lecour called the meeting to order at 7:01 p.m.

Deputy Clerk Elora Riera called the roll with the following members present:

Chair Lindsay Lecour, Vice Chair Judith Frankel, Board Member Peter Glynn and Board Member Jorge Gutierrez. Board Member Richard Iacobacci and Board Member Brian Roller were absent.

2. Approval of Minutes – August 31, 2017

Board Member Gutierrez made a motion to adopt the minutes. The motion received a second from Board Member Glynn and all voted in favor with Board Members Iacobacci and Roller absent.

3. Design Review Board Applications:

A. 9569 Harding Avenue – Sign - The applicant is requesting one (1) illuminated wall sign for an AT&T retail business. The applicant is proposing channel letters on a raceway with a logo.

Town Planner Sarah Sinatra presented the item.

Board Member Glynn made a motion to approve with the following conditions:

1. Proposed sign shall be off-set from the wall a minimum of one quarter inch to a maximum of two inches to permit rain water to flow down the wall face.
2. The wall face shall be reconditioned and painted as necessary.

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

B. 9165 Froude Avenue – Garage Conversion and Addition - The applicant is requesting a 350-square foot addition to the rear side of the house as well as a 216-square foot covered terrace to the rear of the property. Also included is a request to convert the garage to additional living space.

Town Planner Sarah Sinatra presented the item. The applicant answered questions from the Board. The Board discussed the item and added two additional conditions.

Board Member Glynn made a motion to approve with the following conditions:

1. At time of Building Permit, the driveway needs to be enlarged to meet the minimum requirements for 2 parking spaces for a single-family residence. The minimum parking space size is 9'x18' per each space.
2. At time of Building Permit, landscaping is required to be added at the base of the house where the garage door used to be.
3. Provide survey at Building Permit to check lot coverage.
4. Color needs to match existing home.

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

C. 8858 Dickens Avenue – Addition - The applicant is requesting to build a 2,074.4-square foot two-story addition on the rear side of the structure. Town Planner Sarah Sinatra presented the item. The Board discussed the item and the applicant answered questions from the Board.

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

1. The crown of road spot elevations will need to be verified at time of Building Permit application.

The motion received a second from Vice Chair Frankel and all voted in favor with Board Members Iacobacci and Roller absent.

D. 8927 Abbott Avenue – Addition - The applicant is requesting to demolish an existing Florida room and replace with an 803.0 square foot addition to the rear side of the house. Town Planner Sarah Sinatra presented the item. The architect spoke on the item and presented some visuals of the project. The Board discussed the item and gave their views.

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

1. The A/C unit shall be concealed.

The motion received a second from Board Member Glynn. The motion carried 3/1 with Chair Lecour voting in opposition. Board Members Iacobacci and Roller were absent.

E. 9000 Abbott Avenue – Addition - The applicant is requesting to demolish an existing garage and sunroom and replace with a 1,444.0 square foot two-story addition to the secondary front and rear side of the house. The applicant is also proposing a pool, pool deck, fencing, and a new driveway. Town Planner Sarah Sinatra presented the item.

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

1. At the time of Building Permit, the front fencing above 2 feet in height needs to be verified that it meets the less than 50% capacity requirement.

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

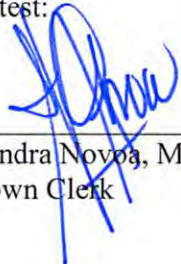
4. **Adjournment**

There being no further business to come before the Design Review Board, Board Member Gutierrez made a motion to adjourn the meeting. The motion received a second from Board Member Glynn and all voted in favor. Meeting adjourned at 7:40pm.

Accepted this 26th day of October, 2017


Chair Lindsay Lecour

Attest:



Sandra Novoa, MMC
Town Clerk

PLANNING & ZONING BOARD

1. Call to Order/Roll Call

Chair Lindsay Lecour called the meeting to order at 7:40 p.m.

Deputy Clerk Elora Riera called the roll with the following members present: Chair Lindsay Lecour, Vice Chair Judith Frankel and Board Member Peter Glynn. Board Member Richard Iacobacci and Board Member Brian Roller were absent. Commissioner Daniel Gielchinsky attended as liaison.

2. Commissioner Daniel Gielchinsky- Town Commission Liaison Report

Commissioner Gielchinsky gave an update and also said the Town Manager will coordinate a meeting with the Sustainability Subcommittee and the Planning and Zoning Board.

Vice Chair Frankel spoke about undergrounding of utilities and FPL. Town Manager Olmedillo and Chair Lecour also spoke on that item.

3. Planning and Zoning Board Member – Sustainability Subcommittee Liaison Report

4. Approval of Minutes – August 31, 2017

Board Member Glynn made a motion to adopt the minutes. The motion received a second from Vice Chair Frankel and all voted in favor with Board Members Iacobacci and Roller absent.

5. Discussion Items:

A. Sea Level Rise and Freeboard – Verbal

Town Planner Sarah Sinatra presented the item with two proposals and gave an update.

Board Member Richard Iacobacci arrived at 7:57 p.m.

B. Pedestrian Circulation – Verbal

Town Manager Olmedillo gave an update. Chair Lecour asked for a more specific diagram of the proposed pilot program for the next meeting. The business district was also discussed.

C. Sustainability Sub-Committee Agenda Items – Verbal

Town Manager Olmedillo spoke on the subject and said the Committee gets direction from P&Z. There was discussion and Chair Lecour would like the Sub-Committee's help on sea-level rise, storm surge, seawalls, the dunes and beach. The PEM Program was also mentioned.

D. Future Agenda Items

6. Adjournment

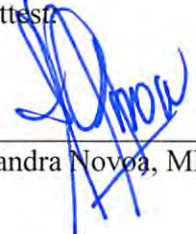
There being no further business to come before the Planning and Zoning Board, Board Member Glynn made a motion to adjourn the meeting. The motion received a second from Vice Chair Frankel and all voted in favor with Board Member Roller absent. The meeting adjourned at 8:21 pm.

Accepted this 20th day of October, 2017



Chair Lindsay Lecour

Attest:



Sandra Novoa, MMC



Town of Surfside Commission Communication

Agenda Item: 3E

Agenda Date: November 14, 2017

Subject: Approval to Accept the Florida Department of Transportation (FDOT) High Visibility Enforcement for Pedestrian and Bicycle Safety Grant

Background: Traffic Crashes involving pedestrians and bicyclists are more likely to result in fatal or serious injuries than any other types of crashes, and the financial impacts and suffering caused by these crashes are significant. To mitigate these types of Traffic Crashes, the Surfside Police Department sought grant funding to perform proactive details and public outreach to target the unsafe behaviors and actions of all road users including motorists, pedestrians, and bicyclists. FDOT has made grant funding available for law enforcement agencies to conduct High Visibility Enforcement operations for pedestrian and bicyclist safety.

Analysis: The Surfside Police Department has incurred the highest levels of pedestrian/bicycle involved traffic crashes on Harding Avenue between 87th Street and 96th Street, and on Collins Avenue between 87th Street and 96th Street. These locations contain the Town's business district, high occupancy residential dwellings, and religious institutions. The Department researched and determined that the FDOT High Visibility Enforcement for Pedestrian and Bicycle Safety Grant would assist in our traffic crash mitigation initiatives and allow for overtime funding to perform these initiatives. The Department is eligible to receive \$4,000.00 for overtime reimbursement for proactive details and public outreach to target this issue.

Budget Impact: No negative impact on budget as overtime is funded by the FDOT grant.

Staff Impact: N/A

Recommendation: Staff recommends a motion to approve a resolution to authorize acceptance of the FDOT High Visibility Enforcement for Pedestrian and Bicycle Safety Grant.

David Allen, Chief of Police

Guillermo Olmedillo, Town Manager

Mayte D. Gamiotea, Acting Finance Director

RESOLUTION NO. 17-__

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

WHEREAS, the Town of Surfside (“Town”) has obtained funding from the Florida Department of Transportation (FDOT) through a grant with the University of South Florida Board of Trustees, for the University of South Florida’s Center for Urban Transportation Research (“University”), to promote the “Pedestrian and Bicycle Safety Enforcement Campaign”; and

WHEREAS, the objective of the “Pedestrian and Bicycle Safety Enforcement Campaign” is to utilize law enforcement support to educate and enforce safe pedestrian, bicyclist, and driver behaviors in priority counties in Florida, including Miami-Dade County; and

WHEREAS, the Town desires to accept a grant from the University in an amount not to exceed \$4,000.00; and

WHEREAS, the Town Manager is authorized to execute the Letter of Agreement and Contract (“Agreement”) with the University, in the form attached hereto as Exhibit “A”, to improve the safety of residents and visitors through enhanced traffic education and enforcement operations; and

WHEREAS, the Town finds that this Resolution is in the best interests of the Town and will promote the health, safety and welfare of the Town and its residents.

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. Acceptance of Grant. The acceptance of the grant in the amount of \$4,000.00 from the University is hereby approved.

Section 3. Authorization to Execute Agreement. The Town Manager is hereby authorized to execute the Agreement with the University for the “Pedestrian and Bicycle Safety Enforcement Campaign,” in the form attached hereto as Exhibit “A.”

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

Section 5. Effective Date. This resolution shall become effective immediately upon adoption hereof.

PASSED AND ADOPTED this 14th day November, 2017.

Motion by _____,

Second by _____.

FINAL VOTE ON ADOPTION

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

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, MMC, Town Clerk

APPROVED AS TO FORM AND

LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:

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

Letter of Agreement and Contract

In this contract between the Town of Surfside ("Vendor") and the University of South Florida Board of Trustees, a public body corporate for the University of South Florida's Center for Urban Transportation Research ("University"), the Vendor shall perform the services as outlined in the scope of services (Exhibits A & B). The contract period will begin upon execution and will end on May 17, 2018.

Total contract amount will not exceed \$4,000

The parties to this contract shall be bound by all applicable state and federal requirements as outlined in Florida Department of Transportation (FDOT) Project # 433144-1, Contract #G0023 (attached). All services must be completed by May 17, 2018. The final invoice must be received by June 1, 2018 or payment will be forfeited.

It is expressly understood that the Vendor is an independent contractor, and not an agent of FDOT or the University. The Vendor agrees to be fully responsible for all claims for damages and liability arising out of the negligent or wrongful acts or omissions of its employees while acting within the scope of the employee's office or employment and while providing services under this contract. As "state agencies or subdivisions" of the State of Florida within the meaning of Section 768.28(2), Florida Statutes, FDOT, the University, and the Vendor's ("State Agencies" or individually "State Agency") respective total liability shall not exceed the limits of their waiver of sovereign immunity provided under Section 768.28, Florida Statutes. Nothing herein shall be construed as consent by the State Agencies to be sued by third parties in any matter arising out of this contract or as a waiver by the State Agencies of any immunities, rights or limits to liability provided by Florida law. Each State Agency shall be responsible for its own attorney fees in the event of a dispute.

In accordance with the contract, the Vendor is authorized to perform the tasks detailed in the scope of services (Exhibits A & B) and is fully responsible for satisfactory completion of all services. Services performed prior to receiving an executed contract from the University will not be eligible for reimbursement. This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

UNIVERSITY CANNOT PROVIDE LEGAL ADVICE TO VENDOR REGARDING ITS LEGAL DUTIES. HOWEVER, VENDOR MAY CONTACT UNIVERSITY'S CUSTODIAN OF PUBLIC RECORDS AT USFPURCHASING@USF.EDU OR 813-974-2481 IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE VENDOR'S DUTY TO PROVIDE AND MAINTAIN PUBLIC RECORDS RELATING TO THIS AGREEMENT.

CANCELLATION: This contract may be unilaterally cancelled by FDOT or the University for refusal by the Vendor to allow public access to all documents, papers, letters, or other material made or received by the Vendor in conjunction with this contract, unless Florida law provides that the records are confidential and/or exempt from the disclosure requirements of section 24(1) of Article 1 of the state constitution and section 119.07(1), Florida Statutes.

EXHIBIT "A"

**SCOPE OF SERVICES
PEDESTRIAN AND BICYCLE SAFETY ENFORCEMENT CAMPAIGN**

I. OBJECTIVE:

The Florida Department of Transportation ("FDOT"), through a grant with the University of South Florida's Center for Urban Transportation Research ("University"), will utilize law enforcement support to educate and enforce safe pedestrian, bicyclist, and driver behaviors in priority counties in Florida. The main objective of this effort is to reduce traffic crashes resulting in pedestrian and bicyclist fatalities and serious injuries through the use of selected traffic education and enforcement operations.

II. PURPOSE:

In 2015, 2,939 people lost their lives in traffic crashes on Florida's roadways. More than 21% of them were pedestrians (632) and more than 5% were bicyclists (154).

The **Purpose** of this funding opportunity is to develop and implement effective community level high visibility enforcement operations in areas with the highest representation of traffic crashes involving pedestrians and bicyclists resulting in fatalities and serious injuries.

The project **Goal** is to increase awareness of and compliance with traffic laws pertaining to pedestrian and bicyclist safety in an effort to reduce pedestrian and bicycle crashes, fatalities, and serious injuries on our roadways.

Pedestrians and bicyclists are more vulnerable than all other road users. Traffic crashes involving pedestrians and bicyclists are more likely to result in fatal or serious injuries than any other types of traffic crashes.

This campaign is a component of Florida's Bicycle/Pedestrian Focused Initiative and is implemented by the University of South Florida under the direction of the Florida Department of Transportation. This campaign supports the goals established in Florida's Pedestrian and Bicycle Strategic Safety Plan. High Visibility Enforcement activities are being implemented to educate pedestrians, bicyclists, and motorists on traffic laws pertaining to pedestrian and bicycle safety and to increase compliance with those laws.

III. SERVICES TO BE PROVIDED BY THE VENDOR:

- A. **High Visibility Enforcement of all road users**, including pedestrians, bicyclists, and motorists, in an effort to change behaviors and improve the safety of pedestrians and bicyclists. Conduct on-street education and enforcement operations including the distribution of educational materials, and the issuance of warnings and/or citations to pedestrians, bicyclists, and motorists in accordance with Florida Statutes. The Vendor must emphasize education and document educational efforts throughout the entire contract period.
- B. **Operations must begin within 30 days of the contract execution date.** Exceptions for delayed start may be approved if a State of Emergency is declared by the Governor that directly impacts the Vendors ability to perform. All exceptions require the approval of the University and FDOT.
- C. **The Vendor shall distribute the provided safety educational materials during ALL High Visibility Enforcement operations.** Vendors that elect to participate in bicycle light distribution will be required to complete a separate Bicycle Light Distribution Assurance form. Lights may be available, but due to limited quantities, this is not guaranteed.

- D. **The Vendor is required to engage the media during the contract period. The Vendor shall distribute a minimum of two (2) press releases during the contract period. The initial required media engagement will announce that operations will begin and must be conducted a minimum of seven (7) days in advance of the operation start date. The second release must include FDOT approved messaging (provided by the University) to coincide with either the Alert Tonight Florida campaign (11/5/17 – 3/11/18) or Florida Bicycle Month (3/1/18 – 3/31/18). Additional media engagement is encouraged throughout the contract period. Proof of media engagement must be provided within 30 days of the press release or news report as a backup documentation component for invoicing during the period in which it is conducted.**

IV. **UNIVERSITY RESPONSIBILITIES:**

The University will provide to Vendor copies of the required training materials, a copy of Florida's Pedestrian and Bicycle Strategic Safety Plan, educational materials for distribution, and approved safety messages. The University reserves the right to review and audit the Vendor's compliance with the terms of this Letter of Agreement and Contract during business hours and at the University's sole expense. In the event University determines that Vendor is not averaging the required number of operations, hours, and officers in each operation over the period of time between the date delivery of services commences and the audit date, as agreed to herein, the University may reduce the funding for the remaining term of the Agreement by the percentage difference between the required number of operations and officers and the Actual Average. (Information regarding the "Actual Average" can be found on the last page of this contract.)

V. **VENDOR RESPONSIBILITIES:**

ON-STREET OPERATIONS

Funding is restricted to on-street overtime operations **conducted by sworn enforcement officers** specific to pedestrian and bicycle safety in the identified priority areas, conducted at the level of effort shown in this contract. The Vendor will be reimbursed based on performance of specific tasks listed within the contract. **Invoices must document that each officers initial 40-hour minimum level of effort has been met prior to participating in overtime operations (note – officers can be scheduled to work HVE overtime operations in a given week prior to having met the 40-hour minimum. However, should the officer not end up working their full 40 hours during that week, then those hours for HVE would not be overtime, and thus would not be eligible for reimbursement).** No hours may be charged for efforts other than those specified in the contract. Example: General speed enforcement would not qualify for reimbursement, however, enforcing speed in a **priority area where data reflects that speed is contributing to traffic crashes involving pedestrians and bicyclists** would qualify for reimbursement. Vendors will not be reimbursed for operations that take place outside of the identified priority areas.

The funding that is provided to the Vendor is not to be used to supplant the Vendor's ongoing enforcement and educational efforts. Duplicated efforts will not be eligible for reimbursement. Only sworn law enforcement officers are eligible to conduct activities (Community Service Officer (CSO) are not eligible for reimbursement). Only High Visibility Enforcement is eligible for reimbursement on this contract; time spent for activities such as training, outreach, school events, administrative time, etc. are not eligible for reimbursement. **Hours that are not in excess of an officers normal 40-hour work week are not eligible for reimbursement.**

NON-DISCRIMINATION AND ETHICAL STANDARDS

No person shall, on the ground of race, color, religion, sex, handicap, or national origin, be subjected to discrimination under any program or activity supported by this contract. The agency agrees to comply with the Florida Civil Rights Act (F.S. 760)

http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0700-0799/0760/0760.html

All officers participating in High Visibility Enforcement activities are required to comply with the Law Enforcement Officer Ethical Standards of Conduct as established by the Florida Department of Law

Enforcement. <https://www.fdle.state.fl.us/Content/CJST/Menu/Officer-Requirements-Main-Page/LE-Ethical-Standards-of-Conduct.aspx>

TRAINING & PERSONNEL RATES

There are **two required training modules** that can be accessed for free on the www.AlertTodayFlorida.com website. All officers must meet all training requirements, regardless of previous training. Each officer will be responsible for taking the training and passing quizzes. Time for completion of these training requirements shall be in-kind.

REQUIRED: The following Roll Call videos must be watched by all officers. In addition, there is a quiz that must be completed with a score of at least 80%:

“Pedestrian Safety Roll Call for Law Enforcement” <http://www.alerttodayflorida.com/RollCall/>

“Cycling Safety Roll Call for Law Enforcement” <http://www.alerttodayflorida.com/RollCall/>

OPTIONAL: The following training videos are optional, but we strongly encourage your officers to take part in these trainings:

“Pedestrian Safety Training for Law Enforcement” <http://www.iadlest.org/Projects/NLEARN.aspx>

“Enhancing Bicycle Safety: Law Enforcement’s Role” <http://www.iadlest.org/Projects/NLEARN.aspx>

Prior to commencing the services outlined under this contract, Vendor must submit a signed and dated list of personnel authorized to perform overtime operations under this agreement, including a certification of completion of the required training, and a fully-loaded hourly overtime rate range (no more than +/- \$5.00) to be used for each officer. The contract hourly billing rate range shall include the costs of hourly overtime plus associated fringe benefits. Only hours from officers listed and within the rate range shown on the authorized personnel list are eligible for reimbursement under this agreement. The authorized personnel list may be updated to add officers and update billing rates, but no hours may be charged for any individual officer until after the updated personnel list has been signed and dated showing their contract billing rate and verifying training has been completed. (Note – All rates must match the payroll documentation submitted with each monthly invoice.) Time for training may not be charged to this contract.

CORE ACTIVITY PERFORMANCE MEASURES

Each Law Enforcement Agency will perform a minimum of (80%) eighty percent of contracted efforts outlined within their High Visibility Enforcement contract within the contract period to be eligible for agency of the year award consideration. Each successive fiscal year, agencies will be prioritized for funding based on percentage of performance expectations that were met. Performance will be tracked through monthly activity reports and measured against the established enforcement plan.

CONSEQUENCES FOR NON PERFORMANCE

If the Vendor is not meeting the agreed upon level of effort as outlined in Exhibit B, the full amount of funding for subsequent periods will be reduced. In the event that the required services are in dispute, the invoice may be pro-rated, reduced, or withheld until adequate documentation is provided to support the completion of such services and the dispute is resolved. If minimum performance requirements are not met, the invoice will be pro-rated, and payment will only be made for services that were completed as outlined in this agreement.

DELIVERABLES

INVOICES

Invoices must be submitted at least monthly (every 30 days), beginning within 60 days of the contract execution date. Failure to submit invoices as outlined in this contract may result in termination of the agreement. If payroll is bi-weekly, invoices may be submitted after every two pay periods. Invoices must contain the following:

- **Invoice:** summary of hours charged and total due. Vendor must use the invoice template provided by the University.
- **Personnel Timesheets:** total hours for each individual officer must be reported. Total hours include hours worked on this contract, and any other hours the officer works during the month. The timesheets should clearly indicate that the hours charged to this HVE contract are above and beyond the officer's normal 40-hour workweek. Vendors must submit hours using the Personnel Services Timesheet template provided by the University.
- **Activity Reporting form:** one page for each operation/location completed showing officers assigned, date, times, location, safety issue addressed and corresponding enforcement approaches used, contacts overview, number of materials distributed, and the numbers of warnings and citations issued to motorist, pedestrians, and bicyclists under each Statute. Vendors must utilize the Activity Reporting Form template provided by the University.
- **Payroll documentation:** Vendor must submit payroll documentation to accompany each invoice. This payroll documentation should clearly indicate overtime rates that match the invoice, when each officer performed overtime activities (must match the personnel timesheet), that the hours being claimed are for hours worked in excess of the normal 40 hour workweek, and must include either a pay stub or payroll ledger documenting payment to each officer for which you are requesting reimbursement. Any personal information, such as social security numbers, should be redacted.
- **Personnel Letter:** Prior to commencing the services outlined under this contract, Vendor must submit a signed and dated list of personnel authorized to perform overtime operations under this agreement, including a certification of completion of the required training, and a fully-loaded hourly overtime rate range (no more than +/- \$5.00) to be used for each officer. Time for training may not be charged to this contract.
- **Proof of Media Engagement:** Proof of media engagement must be provided within 30 days of the press release or news report as a backup documentation component for invoicing during the period in which it is conducted. See Section III for additional details.

All invoices must include the dates of service (to/from) and the following certification statement: "All costs are true and valid costs incurred in accordance with the agreement, deliverables were received and accepted." The certification statement must be signed by an authorized agent of the "Vendor". Invoices must be submitted through the provided online platform. In case access to the provided online platform cannot be obtained, invoice documentation can be sent electronically to acc2@cutr.usf.edu.

EXHIBIT "B"

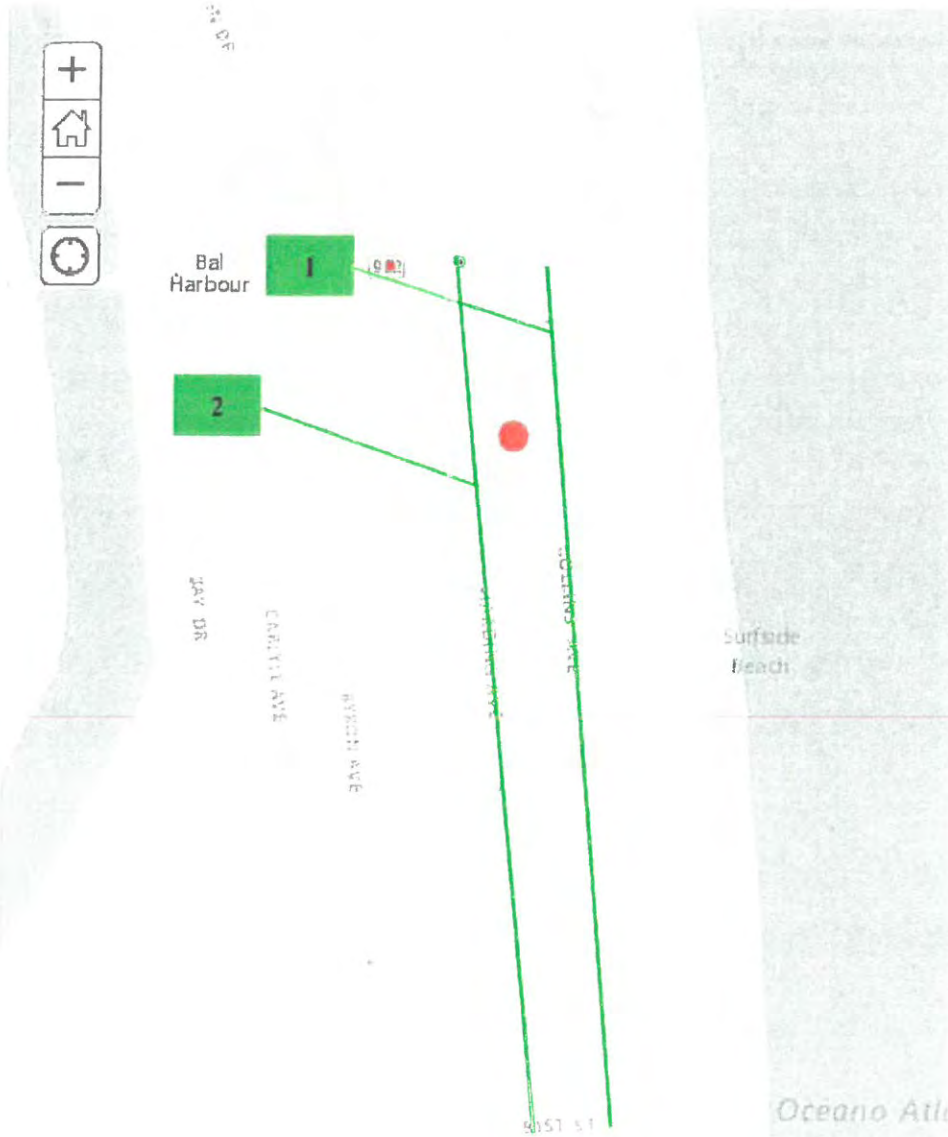
EFFORT SUMMARY - PEDESTRIAN AND BICYCLE SAFETY ENFORCEMENT CAMPAIGN
SERVICE PROVIDED: Enhanced Traffic Enforcement Detail/High Visibility Enforcement

Number of operations to be completed	16
Hours per operation	2
Officers per operation	2
List of approved intersections/corridors to conduct operations	1. 87-96 Collins Ave 2. 87-96 Harding Ave
Actual Average = $\frac{\text{Total \# of details} \times \text{\# officers per detail} \times \text{\# hours per details}}{\text{Total \# of weeks}}$	1.83

Total Project budget not to exceed: \$4,000

NOTE: Total budget calculated from 35 weeks total duration at the level of effort indicated above. Reasonable effort must be made to maintain the weekly level of effort for the full contract period. If the level of effort outlined above is not obtained during a given month due to unexpected circumstances (i.e. weather, staffing issues, illness, etc.), these should be documented in each invoice. All properly documented overtime enforcement hours completed within the contract term will be reimbursed, not to exceed the total budget.

Surfside HVE Locations



- 1. 87-96 Collins Ave
- 2. 87-96 Harding Ave

Letter of Agreement and Contract

SIGNATURE PAGE

Agency Name (Vendor): Surfside Police Department

FEID# 59-60000-434

Address: 9293 HARDING AV.

City: Surfside State: FL Zip: 33154

University of South Florida Board of Trustees

Date

Project Activity Contact, University of South Florida

Date

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY



Joel Londrigan
ATTORNEY - USF

VENDOR ACKNOWLEDGEMENT: By signing below, I certify that I have read the entire document, agree to abide by the pricing and all terms and conditions of this Letter of Agreement and Contract, and that I am authorized to sign for the Vendor.

Julio Yero
Vendor's Authorized Agent Signature

10/4/17
Date

Julio Yero
Printed Name

CAPTAIN
Title

FDOT APPROVAL

Imperson
 APPROVED
9125717

**Florida Department of Transportation (FDOT) Project # 433144-1, Contract #G0023
State and Federal Requirements:**

FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE SUBJECT TO THE FOLLOWING AUDIT REQUIREMENTS:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards www.ecfr.gov

FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
<http://uscode.house.gov/browse.xhtml>

Title 49 – Transportation, United States Code
<http://uscode.house.gov/browse.xhtml>

MAP-21 – Moving Ahead for Progress in the 21st Century, P.L. 112-141
www.dot.gov/map21

Federal Highway Administration – Florida Division
www.fhwa.dot.gov/fldiv

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
www.fsrs.gov

FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE SUBJECT TO THE FOLLOWING REQUIREMENTS:

Failure to submit progress reports and invoices as outlined in the Letter of Agreement and Contract may result in termination of the agreement; may render the vendor ineligible for reimbursement of expenses; and may render the vendor ineligible for future consideration for funding under this program. If the contract is terminated, the funds may be reallocated to other contracts. Invoices must be submitted as outlined in the Letter of Agreement and Contract, must meet the timeline established in the attached contract for services, and must include all required documentation as outlined in the contract for services. All invoices must contain the full details of each expenditure sufficient to support a proper pre-audit and post audit based on the scope of work and services identified in the Letter of Agreement and Contract.

All invoices shall be signed by an Authorized Representative of the vendor or their delegate.

Payment will be made only after receipt and approval of goods and services as outlined in the attached contract and exhibits. If the University determines that the performance of the vendor is unsatisfactory, the University shall notify the vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the University.

The vendor shall, within five days after notice from the University, provide the University with a corrective action plan describing how the vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance.

If the corrective action plan is unacceptable to the University, the vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency.

If the deficiency is subsequently resolved, the vendor may bill the University for the retained amount during the next billing period. If the vendor is unable to resolve the deficiency, the funds retained will be forfeited at the end of the contract's term.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency or University. The Vendor Ombudsman may be contacted at (850) 413-5516.

The vendor shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of contracted funds and required expenditures. All monies spent on this contract shall be disbursed in accordance with provisions of the **contract scope of work** as approved by the University and FDOT State Safety Office Program Manager and must meet all state and federal regulations attached or referenced in this contract.

All expenditures and cost accounting of funds shall conform to 2 CFR, Part 200, **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards**, herein incorporated by reference, (hereinafter referred to as Applicable Federal Law).

The vendor agrees to comply with all applicable provisions of Chapter 287, Florida Statutes. The following provisions are stated in this contract pursuant to sections 287.133(2)(a) and 287.134(2)(a), Florida Statutes.

(a) **Section 287.133 (2)(a), F.S.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

(b) **Section 287.134 (2)(a), F.S.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

All invoices for services shall contain the following certification statement and must be signed by the vendors financial representative:

"All costs are true and valid costs incurred in accordance with the agreement, deliverables were received and accepted."

The University and FDOT State Safety Office shall review and approve in writing all amendments to consultant and contractual service agreements prior to execution. Only amendments to the contract which achieve or improve upon the outcome of the project as determined by the funding agency and any state or federal regulations that govern such changes will be considered for approval.

Requests for amendment shall be in the form of a written request signed by the Authorized Representative of the vendor. Delegations of signature authority will not be accepted for amendment requests without prior written approval.

Approval of this contractual service agreement does not constitute approval of amendments to the contract. Any contract amendment executed without prior written approval of the University and FDOT State Safety Office will not be reimbursable under this contract.

The allowability of costs incurred under any contract shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable State and Federal Law, to be eligible for reimbursement. All funds not spent in accordance with the Applicable State and Federal Law will be subject to repayment by the vendor. **Only costs directly related to the approved scope of services within the attached contract shall be allowable.**

The State of Florida's performance and obligation to reimburse the vendor shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature. As detailed in 49 CFR, Part 29, **Governmentwide Debarment and Suspension (Nonprocurement) and Governmentwide Requirements for Drug-Free Workplace**, herein incorporated by reference, the vendor shall not be reimbursed for the cost of goods or services received from contractors, consultants, vendors, or individuals suspended, debarred, or otherwise excluded from doing business with the Federal government. The sub-recipient or its implementing agency shall submit the required certification by consultants with awards in excess of the small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000).

If a vendor has not commenced within 30 days after the acceptance of the contract, the vendor shall report by letter the steps taken to initiate the work, the reasons for delay, and the expected starting date. If, after 60 days from the acceptance of the contract, services as described herein has not begun, a further statement of implementation delay will be submitted by the vendor to the University. The vendor agrees that if the letter is not received in the 60 days, the University may cancel the contract. The University, or the FDOT State Safety Office Program Manager, where warranted by excusable delay, may extend the implementation date of the project past the 60-day period. In this case, formal written approval will be provided to the vendor from the University or FDOT State Safety Office Program Manager.

Funds may not be obligated prior to the effective date or subsequent to the end date of the contract service period. Only costs incurred on or after the effective date of the contract and on or prior to the end date of the contract are eligible for payment. A cost is incurred when the vendors employee or approved subcontractor performs the service required or when goods are received by the vendor, notwithstanding the date of order.

In the event of default, noncompliance, or violation of any provision of this contract by the vendor, the vendors consultant(s) or contractor(s) and supplier(s), the vendor agrees that the University will impose sanctions. Such sanctions include withholding of payment, retainage, cancellation, termination, or suspension of the contract in whole or in part. In such an event, the University shall notify the vendor of such decision 30 days in advance of the effective date of such sanction. The sanctions imposed by the University will be based upon the severity of the violation, the ability to remedy, and the effect on contract performance. The vendor shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

The University, Florida Department of Transportation, Federal Highway Administration (FHWA), Chief Financial Officer (CFO), and Auditor General (AG) of the State of Florida, or any of their duly authorized representatives, shall have access to all books, documents, papers, and records of the vendor pertaining to this contract, and to relevant books and records of the vendor, and its consultants and contractors under this contract, for the purpose of audit and examination as provided under Applicable Federal Law.

In addition to review of audits conducted in accordance with 2 CFR Part 200, herein incorporated by reference, monitoring procedures may include, on-site visits by University staff, limited scope audits as defined by 2 CFR Part 200, and status checks of contract activity via telephone calls from University staff to vendors. By entering into this contract, the vendor agrees to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the contract is performed, the vendor agrees to bring the project into compliance with the contractual service agreement. The vendor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

The vendor agrees to comply with all provisions provided in Chapter 119 Florida Statutes. If the vendor receives a public records request concerning its work undertaken pursuant to this contract, the vendor must take appropriate action as required by Chapter 119, Florida Statutes.

The University shall unilaterally cancel this contract if the vendor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the vendor in conjunction with this contract.

Records of costs incurred under the terms of this contract shall be maintained and made available upon request to the University at all times during the period of this contract and for five years after final payment is made. Copies of these documents and records shall be furnished to the University upon request. Records of costs incurred include the vendors general accounting records and the contract records, together with supporting documents and records, of the vendor and all subcontractors performing work on the contract, and all other records of the vendor and subcontractors considered necessary by the University for a proper audit of costs.

The administration of resources awarded through the University to the vendor by this Agreement may be subject to audits and/or monitoring by the University. The following requirements do not limit the authority of the University to conduct or arrange for additional audits or evaluations of contracts issued pursuant to Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The vendor shall comply with all audit and audit reporting requirements as specified below.

(a) In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by University staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to contracts issued pursuant to Federal awards provided through the University. By entering into this contract, the vendor agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the University. The vendor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the University, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

(b) The vendor, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a sub-recipient of a contract pursuant to a Federal award awarded by the University is subject to the following requirements:

(1) In the event the vendor expends a total amount of contracted funds pursuant to a Federal award equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the vendor must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. This contract provides the required Federal award identification information needed by the vendor to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining contracted funds pursuant to Federal awards expended in a fiscal year, the vendor must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the University by this contract. The determination of amounts of Federally awarded funds expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

(2) In connection with the audit requirements, the vendor shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

(3) In the event the vendor expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the vendor is exempt from Federal audit requirements for that fiscal year. However, the vendor must provide a single audit exemption statement to the Florida Department of Transportation at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the sub-recipient's audit period for each applicable audit year. In the event the sub-recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the vendors resources obtained from other than Federal entities).

(4) The vendor must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Florida Department of Transportation requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements,

(5) Within six months of acceptance of the audit report by the FAC, the Florida Department of Transportation will review the sub-recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the University by this contract. If the vendor fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the University may impose additional conditions to remedy noncompliance. If the University or the Florida Department of Transportation determines that noncompliance cannot be remedied by imposing additional conditions, the University may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

- a. Temporarily withhold cash payments pending correction of the deficiency by the vendor or more severe enforcement action by the University;
- b. Disallow (deny the use of funds for) all or part of the cost of the activity or action not in compliance;
- c. Wholly or partly suspend or terminate the contract;
- d. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the University or the Florida Department of Transportation, recommend such a proceeding be initiated by the Federal awarding agency);
- e. Withhold further contracts pursuant to Federal awards for the Project or program;
- f. Take other remedies that may be legally available.

(6) As a condition of receiving this contract, the vendor shall permit the University, or its designee, the CFO or State of Florida Auditor General access to the vendors records including financial statements, the independent auditor's working papers and contract records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

(7) The contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

(8) The vendor agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes. The vendor shall retain sufficient records demonstrating its compliance with the terms of this contract for a period of five years from the date the audit report is issued and shall allow the University, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The vendor shall ensure that the audit working papers are made available to the University, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the University.

The vendor shall establish and administer a system to control, protect, preserve, use, and maintain and track any property or materials purchased pursuant to this contract.

Any dispute, disagreement, or question of fact arising under the contract may be addressed to the Program Manager in the FDOT State Safety Office in writing. The Program Managers decision may be appealed in writing within 30 calendar days from the notification to the Governor's Highway Safety Representative, whose decision is final. Address' are:

Florida Department of Transportation
Attn: Trenda McPherson, State Bicycle Pedestrian Safety Program Manager
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

Florida Department of Transportation
Attn: Governor's Highway Safety Representative
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

The vendor shall proceed diligently with the performance of the work in accordance with the contract and in accordance with the decision(s) resulting from dispute resolution.

Conferences may be held at the request of any party to this contract. Representatives of the University, Florida Department of Transportation, or the U.S. Department of Transportation (USDOT), or all the above, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.

Subject to the limitations of Section 768.28, Florida Statutes, the vendor and any subcontractors that are party to this contract shall be required to defend, hold harmless and indemnify the University, the Florida Department of Transportation, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of the vendor, its contractor, consultant, agents and employees. The vendor and its contractors, consultants, agents, or employees shall be liable for any loss of, or damage to, any material purchased or developed under this contract which is caused by the vendor and its contractors, consultants, agents, or employees failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise. The parties executing this contract specifically agree that no provision in this contract is intended to create in the public or any member thereof, a third party beneficiary, or to authorize anyone not a party to this contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this contract.

Disadvantaged Business Enterprises (DBE)

(a) The vendor and its contractors, consultants, agents, or employees agree to the following assurance:

The vendor, its contractors, consultants, agents, or employees shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program required by 49 CFR, Part 26, herein incorporated by reference. The vendor shall take all necessary and reasonable steps under 49 CFR, Part 2 to ensure nondiscrimination in the administration of USDOT assisted contracts. Implementation of this contract is a legal obligation and failure to carry out these requirements is a material breach of this contract, which may result in the termination of the contract or such other remedy, as the sub-recipient, its implementing agency, or the Department deems appropriate. Upon notification to the vendor of its failure to carry out its approved contractual services, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.), herein incorporated by reference.

(b) The vendor and its contractors, consultants, agents, or employees agree to include the following assurance in each subcontract with a consultant or contractor and to require the consultant or subcontractor to include this assurance in all subsequent contracts:

The vendor, and its contractors, consultants, agents, or employees agree to comply and require consultants and subcontractors to comply with 49 CFR, Part 20, New Restrictions on Lobbying, herein incorporated by reference, for filing of certification and disclosure forms.

No funds contracted hereunder shall be used for the purpose of lobbying the legislature, judicial branch, or state agencies. Section 216.347, Florida Statutes.

None of the funds under this contract will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

If any provision of this contract is held invalid, the remainder of this contract shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

Outreach items cannot be freely distributed to the public without any action on a vendors part. Persons receiving outreach items should interact with the vendor in some manner related to the goal of the contract to receive them. The results of each interactive activity must be reported in the monthly performance report.

For contracts in excess of \$100,000 the vendor and its contractors, consultants, agents, or employees agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), herein incorporated by reference. The vendor shall include this provision in all subcontract awards in excess of \$100,000.

The vendor and its contractors, consultants, agents, or employees agree that the University shall find the vendor and its contractors, consultants, agents, or employees ineligible for future funding for any of the following reasons:

- o Failure to provide the required audits
- o Failure to provide required reports in the required time frame
- o Failure to perform work described in the contract scope of services
- o Providing fraudulent reports or invoices
- o Misuse of materials or equipment provided through this contract

Each vendor and its contractors, consultants, and/or agents, shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be maintained by the vendor and/or contractor, consultant, or agent and made available for review if requested.

No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this contract, or any project, program, or activity that receives or benefits from this contract. The vendor and its contractors, consultants, agents, or employees agree to comply with Executive Order (E.O.) 11246, as amended by E.O. 11375, and as supplemented by 41 CFR, Part 60, herein incorporated by reference.

Vendors shall

- (a) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract;
- (b) Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

The vendor and its contractors, consultants, agents, or employees unilaterally agree to comply with all State and Federal Regulations referenced within and pursuant to this contract.

Vendors will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21
- (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects) 500-065-01 SAFETY 04/17 19
- (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex)
- (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27
- (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age)
- (f) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, Subrecipient's and contractors, whether such programs or activities are Federally funded or not)
- (g) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38
- (h) Executive Order 12898, Federal Actions To Address Environmental Justice in Minority Populations and Low Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low income populations); and
- (i) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

During the performance of this subgrant, the Subrecipient agrees:

- (a) To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time
- (b) Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein
- (c) To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, US DOT or NHTSA
- (d) That, in event a vendor fails to comply with any nondiscrimination provisions in this contract, the University will have the right to impose such contract sanctions as it, the Florida Department of Transportation, or USDOT determine are appropriate, including but not limited to withholding payments to the vendor under the contract/agreement until the vendor complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part
- (e) To insert this clause, including paragraphs "a" through "e", in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, which receives Federal funds under this contract

The vendor will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds. 500-065-01 SAFETY 04/17 20 49. Certification Regarding Federal Lobbying. The vendor certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The Subrecipient shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Town of Surfside Commission Communication

Agenda Item # 3F

Agenda Date: November 14, 2017

Subject: Procurement of three (3) Ford Police SUV Interceptor vehicles

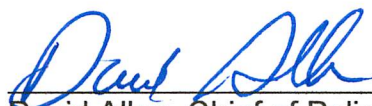
Background: Due to increased police patrol vehicle maintenance costs and to ensure that officers have safe patrol vehicles to operate, the Surfside Police Department developed a Vehicle Replacement Plan that enables the Department to replace its aging fleet and reduce maintenance costs. As part of the plan, the Department will procure three (3) Ford Police SUV Interceptor vehicles under the terms of a municipal program in conjunction with the Florida Sheriffs Association and Florida Association of Counties.

Analysis: The police vehicle fleet is aging and the majority of the current patrol vehicles are off warranty. The vehicles that will be replaced by the vehicle procurement all have in excess of 100,000 miles, no longer have vehicle warranty coverage and are nine and ten years old. The three (3) Ford Police SUV Interceptor vehicles will provide enhanced safety to the officers and also provide an extended bumper-to-bumper warranty that will provide coverage for five (5) years or 75,000 miles on each vehicle. They can also be used during storms and flooding. The cost to purchase, outfit and install the necessary emergency equipment is approximately \$105,000. Equipment and installation cost of in car video recording systems and data storage is approximately \$5000 per vehicle.

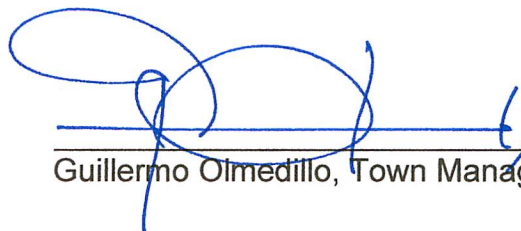
Budget Impact: The total cost allocated for the outfitted police vehicles and in car video recording system and data storage is \$120,000. This funding was approved for the fiscal year budget 17-18.

Staff Impact: N/A

Recommendation: Staff recommends a motion to approve a resolution to authorize the procurement of three (3) Ford Police SUV Interceptor vehicles with in car video recording systems.



David Allen, Chief of Police



Guillermo Olmedillo, Town Manager



Mayte D. Gamio, Acting Finance Director

RESOLUTION NO. 17 - _____

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

WHEREAS, pursuant to Town of Surfside's Police Department's Vehicle Replacement Program, the Department is seeking the procurement and purchase of three (3) Ford Police SUV Interceptor Vehicles, in order to replace aging and deteriorating vehicles out of warranty; and

WHEREAS, the vehicles being sought for purchase are three (3) Ford SUV Interceptor vehicles which will provide enhanced safety to officers and an extended warranty, at a cost of \$120,000.00, including vehicle purchase costs and outfitting and installation of necessary emergency equipment and in car video recording systems and data storage; and

WHEREAS, competitive procurement and terms and pricing for the vehicles has been obtained through the Florida Sheriffs Association Cooperative Purchasing Program Contract number FSA17-VEL25.0, 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 vehicles and expenditure of funds in the amount of \$120,000.00 from the Fiscal Year 2017/2018 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 three (3) Ford Police SUV Interceptor vehicles is hereby approved and the Town Manager is authorized to expend \$120,000.00 for the purchase and outfitting of the vehicles, and installation of the in car video recording system and data storage.

Section 3. Procurement Exempt. In accordance with Section 3-13(3) of the Town of Surfside Code of Ordinances, the purchase of the vehicle is exempt from competitive procurement procedures, as a “piggyback” and in reliance on the competitive procurement and terms and pricing obtained pursuant to the Florida Sheriffs Association Cooperative Purchasing Program Contract number FSA17-VEL25.0.

Section 4. Implementation. The Town Manager is hereby authorized to take any and all action necessary to implement this Resolution.

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

PASSED AND ADOPTED this 14th day of November, 2017.

Motion by: _____,

Second by: _____.

FINAL VOTE ON ADOPTION

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

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, MMC, Town Clerk

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

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

David Allen

From: John Bambis
Sent: Thursday, October 26, 2017 11:08 AM
To: David Allen
Cc: Julio Yero
Subject: Police and Parking Vehicle Process - Florida Sheriffs Association Contract
Attachments: Florida Sheriffs Association Cooperative Purchasing Program Contract Ordering Instructions 10-19-17.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Sir:

Per your request, the following denotes the costs of the Police vehicle purchasing and provisions of the Florida Sheriffs Association Cooperative Purchasing Program Contract.

- The Florida Sheriffs Association Cooperative Purchasing Program Contract number is **FSA17-VEL25.0**
 - The Contract Bid Award is for Police Rated, Administrative, Utility Vehicles, Trucks and Vans
 - The Contract Bid Award is for the period 10-13-17 through 09-30-18
- The Florida Sheriffs Association offers statewide purchasing contracts on a variety of vehicles, equipment, and services that are available to all eligible* agencies. The Town of Surfside Police Department is an eligible municipal Police Department.
- The Surfside Finance Department has advised the Police Department that ordering vehicles via the Florida Sheriffs Association Cooperative Purchasing Program Contract is in conformance with Town of Surfside Procurement Policies and Procedures.
- The Surfside Police Department must adhere to the Contract Ordering Instructions/Provisions of the Cooperative Purchasing Program (see attached file containing the Contract Ordering Instructions).
- The vendors for the contract are identified by the Florida Sheriffs Association by Zone per the Cooperative Purchasing Program.
- **Police SUV Vehicle Costs (approximate/estimated): ***
 - **\$27,426** - Base Vehicle actual cost
 - **\$7,274** - Install Cage/Vehicle Upgrades/Security Bars/Emergency Lighting/Transfer Police Radio Communications/Police Graphics
 - **\$300** - AVL System
 - **\$5,000** - Procure and install Police Video Recording System
 - **\$40,000** - Estimated Total Cost per Police SUV Vehicle
- **Police Parking Department Pick-up Truck Costs (approximate/estimated): ***
 - **\$24,299** - Base Vehicle actual cost
 - **\$3,001** - Install Vehicle Upgrades/Lighting/Graphics/Bed Liner-Coating/Storage Box/Trailer Hitch
 - **\$28,000** - Estimated Total Cost per Parking Department Pick-up Truck Vehicle
- *-Outside vendors perform the installation of graphics/lighting/prisoner control bars and cages.

All terms and pricing for the vehicles can be found on the Florida Sheriffs website that is listed below:
<https://www.flsheriffs.org/law-enforcement-programs/purchasing/police-rated-administrative-utility-vehicles-trucks-vans>

The link for the Bid Award of Contract **FSA17-VEL25.0** is listed below:



CONTRACT ORDERING INSTRUCTIONS

The Florida Sheriffs Association (FSA) Cooperative Purchasing Program (CPP) seeks to promote low cost purchasing options and offers four competitively procured contracts:

- ✓ Police Rated, Administrative, Utility Trucks and Vans
- ✓ Cab & Chassis and Other Fleet Equipment
- ✓ Fire Rescue Vehicles and Other Equipment
- ✓ Tire & Related Services

Any eligible buyer can follow these instructions to order from the CPP by visiting <https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program>:

- 1) Read and understand the portions of the Contract Terms and Conditions that apply to agencies.
- 2) For a complete list of offerings, select the appropriate contract.
- 3) Under Products and Services Available, select *the product description* listed in the category boxes. Each category provides a drop-down list of all offerings.
- 4) Select the item you wish to purchase. Review the bid award for both awarded vendors and locate your preferred vendor. If the agency is limited to the lowest bid due to local ordinance, then select the primary awarded vendor (lowest bid).
- 5) If options need to be added, the options are listed and correspond with each vendor. All options must be discounted. Proof of discounts can be requested from the vendor.

Add/delete options include a superscript listed by the Order Code. The purpose of the superscript is to identify which options correlate to specific zones. Superscripts correspond as follows:

Zone	Superscript
Western	1
Northern	2
Central	3
Southern	4

If a vendor has been awarded *more than one zone*, the vendor will only have one superscript number assigned, and it will be the lowest numeric number that applies to their awarded zones. For example: If a dealer is awarded the northern and southern zones, the add/delete options for both zones will be represented by a "2" superscript.

- 6) Once the vehicle/equipment has been identified and you've selected an awarded vendor, contact the vendor for a quote. The vendor directory is located just under the CPP logo.
- 7) After the agency has received a quote, issue a Purchase Order for the vehicle/equipment.

Copies of purchase orders must be submitted to the CPP at coop@flsheriffs.org.

Purchase orders should include the FSA contract number, the purchaser's Federal identification number and point of contact, including phone number and email address.

For vehicle purchases, the agency's manufacturer FIN/FAN code, as well as FSA's code should be on the purchase order. Request the vendor use the agency code to enable you to track the order. The FIN/FAN (Fleet Account/Identification Number) Codes for the FSA are:

Manufacturer	Code Type	FSA Code	Fleet Contact Numbers
Ford	FIN	QE065	1-800-343-5338
Fiat Chrysler Automobiles	FAN	917872	1-800-999-3533
General Motors	FAN	49313	1-800-353-3867
Toyota	FIN	GE159	1-800-732-2798

8) The process is completed when the dealer issues a confirmation of order to the agency.

Terms & Conditions and Best Practices

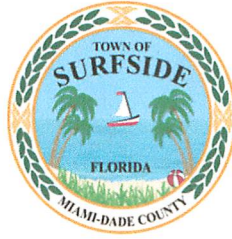
Read and become familiar with the Terms and Conditions that apply to agencies. The following *are a few of the relevant terms* for agencies:

- Agencies are required to submit copies of purchase orders to FSA at the time they are submitted to the vendor (send to coop@flsheriffs.org). (3.25)
- This year, the CPP granted two awards: the lowest bid and second lowest to provide agencies more purchasing options. (3.05)
- Terms for ordering, delivery, inspection and acceptance, and tag and title work are provided. (3.25-3.28)
- Vendors should receive prompt payment in compliance with the Local Government Prompt Payment Act. (3.29)
- Option pricing is negotiable with the vendor. (2.14 and 3.11)

Other items and best practices that are helpful for agencies include:

- Vendors cannot sell specifications that were not awarded to that Vendor - otherwise the item has not been competitively procured.
- This contract is designed to provide agencies with the lowest base cost. Therefore, final awards do not consider option pricing.
- FSA cannot review all options for the award, so if you see something out of place let us know. For example, financing has not been vetted and should not be listed as an option.
- If the agency requests a third party supplier other than the one the vendor recommends, the agency should pay the vendor when the vendor completes the delivery to the agency requested third party supplier.
- If the agency needs to produce evidence that the commodities were competitively procured, contact FSA for the Bid Tabulation and the Intent to Award documents.
- Contact FSA for questions! FSA staff is here to assist agencies to provide additional details and suggestions that will enhance the value of using these contracts.

Florida Sheriffs Association: 850-877-2165 or coop@flsheriffs.org.



Town of Surfside Commission Communication

Agenda Item # 3G

Agenda Date: November 14, 2017

Subject: Procurement of one (1) Ford F 150 vehicle

Background: The Parking Department will procure one (1) Ford F 150 vehicle under the terms of a municipal program in conjunction with the Florida Sheriffs Association and Florida Association of Counties state contract. The fuel efficient six cylinder, regular cab F 150 will be utilized to perform operational enforcement initiatives, emergency operations during inclement weather, storms, flooding and to transport barricades, cones and stop signs in support of police and parking efforts.

Analysis: The new vehicle will replace a 2008 Ford pickup that is out of warranty and has mechanical issues.

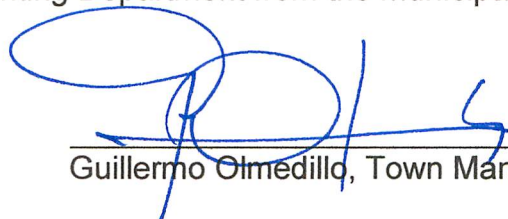
Budget Impact: The total cost to purchase, outfit and install emergency equipment for the one (1) parking vehicle is approximately \$28,000. The estimated cost includes an extended bumper to bumper warranty for five years or 75,000 miles. This funding was approved for the fiscal year budget 17-18 from the municipal parking fund.

Staff Impact: N/A


Recommendation: Staff recommends a motion to approve a resolution to authorize the procurement of one (1) Ford 150 for the Parking Department from the municipal parking fund.



David Allen, Chief of Police



Guillermo Olmedillo, Town Manager



Mayte D. Gamiotea, Acting Finance Director

RESOLUTION NO. 17 - _____

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

WHEREAS, pursuant to Town of Surfside's Police Department's Vehicle Replacement Program, the Department is seeking the procurement and purchase of one (1) Ford F 150 vehicle, in order to replace an aging and deteriorating pick-up truck out of warranty; and

WHEREAS, the vehicle being sought for purchase is one (1) Ford F 150 vehicle, which will be utilized to perform operational enforcement initiatives, emergency operations during inclement weather and transport of equipment, at a cost of \$28,000.00, including vehicle purchase costs and outfitting and installation of necessary emergency equipment; and

WHEREAS, competitive procurement and terms and pricing for the vehicles has been obtained through the Florida Sheriffs Association Cooperative Purchasing Program Contract number FSA17-VEL25.0, 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 in the amount of \$28,000.00 from the Fiscal Year 2017/2018 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 one (1) Ford F 150 vehicle is hereby approved and the Town Manager is authorized to expend \$28,000.00 for the purchase and outfitting of the vehicle.

Section 3. Procurement Exempt. In accordance with Section 3-13(3) of the Town of Surfside Code of Ordinances, the purchase of the vehicle is exempt from competitive procurement procedures, as a “piggyback” and in reliance on the competitive procurement and terms and pricing obtained pursuant to the Florida Sheriffs Association Cooperative Purchasing Program Contract number FSA17-VEL25.0.

Section 4. Implementation. The Town Manager is hereby authorized to take any and all action necessary to implement this Resolution.

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

PASSED AND ADOPTED this 14th day of November, 2017.

Motion by: _____,

Second by: _____.

FINAL VOTE ON ADOPTION

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

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, MMC, Town Clerk

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

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

David Allen

From: John Bambis
Sent: Thursday, October 26, 2017 11:08 AM
To: David Allen
Cc: Julio Yero
Subject: Police and Parking Vehicle Process - Florida Sheriffs Association Contract
Attachments: Florida Sheriffs Association Cooperative Purchasing Program Contract Ordering Instructions 10-19-17.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Sir:

Per your request, the following denotes the costs of the Police vehicle purchasing and provisions of the Florida Sheriffs Association Cooperative Purchasing Program Contract.

- The Florida Sheriffs Association Cooperative Purchasing Program Contract number is **FSA17-VEL25.0**
 - The Contract Bid Award is for Police Rated, Administrative, Utility Vehicles, Trucks and Vans
 - The Contract Bid Award is for the period 10-13-17 through 09-30-18
- The Florida Sheriffs Association offers statewide purchasing contracts on a variety of vehicles, equipment, and services that are available to all eligible* agencies. The Town of Surfside Police Department is an eligible municipal Police Department.
- The Surfside Finance Department has advised the Police Department that ordering vehicles via the Florida Sheriffs Association Cooperative Purchasing Program Contract is in conformance with Town of Surfside Procurement Policies and Procedures.
- The Surfside Police Department must adhere to the Contract Ordering Instructions/Provisions of the Cooperative Purchasing Program (see attached file containing the Contract Ordering Instructions).
- The vendors for the contract are identified by the Florida Sheriffs Association by Zone per the Cooperative Purchasing Program.
- **Police SUV Vehicle Costs (approximate/estimated): ***
 - **\$27,426** - Base Vehicle actual cost
 - **\$7,274** - Install Cage/Vehicle Upgrades/Security Bars/Emergency Lighting/Transfer Police Radio Communications/Police Graphics
 - **\$300** - AVL System
 - **\$5,000** - Procure and install Police Video Recording System
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 - **\$3,001** - Install Vehicle Upgrades/Lighting/Graphics/Bed Liner-Coating/Storage Box/Trailer Hitch
 - **\$28,000** - Estimated Total Cost per Parking Department Pick-up Truck Vehicle
- ***-Outside vendors perform the installation of graphics/lighting/prisoner control bars and cages.**

All terms and pricing for the vehicles can be found on the Florida Sheriffs website that is listed below:
<https://www.flsheriffs.org/law-enforcement-programs/purchasing/police-rated-administrative-utility-vehicles-trucks-vans>

The link for the Bid Award of Contract **FSA17-VEL25.0** is listed below:



CONTRACT ORDERING INSTRUCTIONS

The Florida Sheriffs Association (FSA) Cooperative Purchasing Program (CPP) seeks to promote low cost purchasing options and offers four competitively procured contracts:

- ✓ Police Rated, Administrative, Utility Trucks and Vans
- ✓ Cab & Chassis and Other Fleet Equipment
- ✓ Fire Rescue Vehicles and Other Equipment
- ✓ Tire & Related Services

Any eligible buyer can follow these instructions to order from the CPP by visiting <https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program>:

- 1) Read and understand the portions of the Contract Terms and Conditions that apply to agencies.
- 2) For a complete list of offerings, select the appropriate contract.
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- 7) After the agency has received a quote, issue a Purchase Order for the vehicle/equipment.

Copies of purchase orders must be submitted to the CPP at coop@flsheriffs.org.

Purchase orders should include the FSA contract number, the purchaser's Federal identification number and point of contact, including phone number and email address.

For vehicle purchases, the agency's manufacturer FIN/FAN code, as well as FSA's code should be on the purchase order. Request the vendor use the agency code to enable you to track the order. The FIN/FAN (Fleet Account/Identification Number) Codes for the FSA are:

Manufacturer	Code Type	FSA Code	Fleet Contact Numbers
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General Motors	FAN	49313	1-800-353-3867
Toyota	FIN	GE159	1-800-732-2798

8) The process is completed when the dealer issues a confirmation of order to the agency.

Terms & Conditions and Best Practices

Read and become familiar with the Terms and Conditions that apply to agencies. The following *are a few of the relevant terms* for agencies:

- Agencies are required to submit copies of purchase orders to FSA at the time they are submitted to the vendor (send to coop@flsheriffs.org). (3.25)
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- Terms for ordering, delivery, inspection and acceptance, and tag and title work are provided. (3.25-3.28)
- Vendors should receive prompt payment in compliance with the Local Government Prompt Payment Act. (3.29)
- Option pricing is negotiable with the vendor. (2.14 and 3.11)

Other items and best practices that are helpful for agencies include:

- Vendors cannot sell specifications that were not awarded to that Vendor - otherwise the item has not been competitively procured.
- This contract is designed to provide agencies with the lowest base cost. Therefore, final awards do not consider option pricing.
- FSA cannot review all options for the award, so if you see something out of place let us know. For example, financing has not been vetted and should not be listed as an option.
- If the agency requests a third party supplier other than the one the vendor recommends, the agency should pay the vendor when the vendor completes the delivery to the agency requested third party supplier.
- If the agency needs to produce evidence that the commodities were competitively procured, contact FSA for the Bid Tabulation and the Intent to Award documents.
- Contact FSA for questions! FSA staff is here to assist agencies to provide additional details and suggestions that will enhance the value of using these contracts.

Florida Sheriffs Association: 850-877-2165 or coop@flsheriffs.org.



TOWN OF SURFSIDE

PROCLAMATION, CERTIFICATE, COIN AND KEY TO THE TOWN

REQUEST FORM

OFFICE OF THE TOWN CLERK

Request for: Proclamation ___ Certificate ___ Key X Coin ___ (check one)

Date of Request: November 6, 2017

Name of Requestor: Daniel Dietch

Organization: Town of Surfside

Address: 9293 Harding Avenue, Surfside, FL 33154

Phone / E-Mail: 305 992-7965 / ddietch@townofsursidefl.gov

Name of Individual / Organization to be honored:

Mayor Eli Shaviro, City of Ariel, Israel (see attached)

Title for Proclamation or Certificate:

Date of Recognition: November 17, 2017

Reason for Recognition (*Please attach 4 – 6 “whereas clauses” as draft text for a Proclamation*):

Document is to be:

- Presented at a Commission Meeting in _____ (month / year)
- Presented at the following event TBD (Please attach event information to the request form)
- Picked up by _____ on _____ (date)

<u>Administrative Use Only</u>			
Proclamation _____	Certificate _____	Key _____	Coin _____
Approved: Yes _____ No _____ If no, state reason: _____			
Approved Date: _____			
Date Submitted for Mayor's Signature: _____			
Date Issued: _____			
Completed by: _____			

KEY TO THE TOWN
Additional Information

Mayor Shaviro of the City of Ariel, Israel, has served as Mayor since 2013 and previously has held senior positions in the IDF, leading him to head the Security Department of the Ariel Municipality from 2003-2007. Following this post, he served as the CEO of the local council of the township of Oranit. He holds an MA in Business from Ben Gurion University and a BA in Political Science from Tel Aviv University.

Mayor Shaviro is travelling with a group of approximately 20 students, aged 14 -16, to the Aventura area. Arrangement are being made for the children to perform at a local school. As Surfside has a large Jewish population, this represents an opportunity to support their visit and perhaps set the groundwork for our Sister City Program.



Town of Surfside Commission Communication

Agenda Date: November 14, 2017

Subject: Crossovers of the dune

From: Sarah Sinatra Gould, AICP, Town Planner

The Sustainability Committee has indicated a desire to prohibit additional crossovers of the dune, which have the potential to compromise the ecological integrity of the dune. The request is to modify the code to establish a limitation.

Pursuant to Section 161.053, Florida Statutes, the Florida Department of Environmental Protection (FDEP) regulates activities seaward of the Coastal Construction Control Line.

Pursuant to Section 161.053(3), Florida Statutes,

“A coastal county or coastal municipality may establish coastal construction zoning and building codes in lieu of the provisions of this section if such zones and codes are approved by the department as being adequate to preserve and protect the beaches and coastal barrier dunes adjacent to such beaches, which are under the jurisdiction of the department, from imprudent construction that will jeopardize the stability of the beach-dune system, accelerate erosion, provide inadequate protection to upland structures, endanger adjacent properties, or interfere with public beach access. Exceptions to locally established coastal construction zoning and building codes may not be granted unless previously approved by the department. The intent of this subsection is to provide for the local administration of established coastal construction control lines through approved zoning and building codes if desired by local interests and where such local interests have, in the judgment of the department, sufficient funds and personnel to adequately administer the program. Should the department determine at any time that the program is inadequately administered, the department may revoke the authority granted to the county or municipality.”

Town Administration has been in contact with FDEP who has stated that the Town may proceed codifying proposed limitations on dune crossovers.



The first reading ordinance reviewed by the Town Commission proposed allowing a crossover of the dune only if approved by a Special Exception, which is required to be granted by the Town Commission. The proposed ordinance also included language describing the criteria for applying for a Special Exception specific to crossovers.

Planning and Zoning reviewed the proposed ordinance at the October 26, 2017 meeting. The board recommended prohibiting any crossovers of the dune.

Staff is suggesting to modify the Ordinance on second reading to only allow crossovers of the dune by Special Exception if the crossover will replace one or more existing crossover, however crossover eliminations at streetends shall be prohibited.

Budget Impact: N/A. If an applicant requests a Special Exception application, the application would be processed under a cost recovery system.

Growth Impact: Limiting intrusion of the dune without Town Commission approval.

Staff Impact: N/A. If an applicant requests a Special Exception application, the application would be processed under a cost recovery system.

Staff Recommendation: Approval

Sarah Sinatra Gould, AICP, Town Planner

Guillermo Olmedillo, Town Manager

ORDINANCE NO. 17-_____

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

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

4 **WHEREAS**, the Sustainability Committee has evaluated the impacts of dune crossovers
5 on the environment and recommends prohibiting such crossovers except under limited,
6 controlled circumstances; and

7 **WHEREAS**, Section 161.053(3), Florida Statutes identifies conditions under which a
8 coastal municipality may establish zoning codes in order to “preserve and protect the beaches
9 and coastal barrier dunes adjacent to such beaches, which are under the jurisdiction of the
10 department, from imprudent construction that will jeopardize the stability of the beach-dune
11 system, accelerate erosion, provide inadequate protection to upland structures, endanger
12 adjacent properties, or interfere with public beach access.”; and

13 **WHEREAS**, Town staff has contacted the Florida Department of Environmental
14 Protection and was informed the Town’s proposed ordinance is outside their jurisdiction for
15 review and we could proceed without further consultation with them regarding this proposal;
16 and

17 **WHEREAS**, the recommendation of the Sustainability Committee was reviewed by the
18 Planning and Zoning Board who requested that staff prepare the instant code amendment; and

19 **WHEREAS**, the Town Commission held its first public hearing on September 18, 2017
20 having complied with the notice requirements required by Florida Statutes; and

21 **WHEREAS**, the Planning and Zoning Board, as the local planning agency for the
22 Town, held its hearing on the proposed amendment on October 26, 2017 with due public notice
23 and input; and

24 **WHEREAS**, the Town Commission conducted a second duly noticed public hearing on
25 these regulations as required by law on November 14, 2017; and

26 **WHEREAS**, the Town Commission hereby finds and declares that adoption of this
27 Ordinance is in the best interest of the Town.

28
29 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF**
30 **THE TOWN OF SURFSIDE, FLORIDA AS FOLLOWS¹:**

31 **Section 1. Recitals.** The foregoing "WHEREAS" clauses are ratified and confirmed as
32 being true and correct and are made a specific part of this Ordinance.

33 **Section 2. Code Amendment.** Section 90-37 "Special exceptions," of the code of the
34 Town of Surfside, Florida is hereby amended as follows:

35 **Sec. 90-37. - Special exceptions.**

36 (1) The following are special exceptions which may be granted by resolution of the town
37 commission receiving at least three affirmative votes:

38 (a) Nonconforming uses as follows:

39 i. A nonconforming use now existing in any part of a building to be extended
40 vertically or laterally to other portions of the building.

41 ii. To determine the existence of a nonconforming use.

42 (b) Dune crossovers, pursuant to 90-60.1(6), provided the town commission finds that:

43 i. alternative beach access is not otherwise available within a reasonable distance;
44 ~~and~~

45 ii. the proposed crossover will create only minimal disturbance to the dune system
46 and appropriate mitigation measures will be provided by the applicant; and=

47 iii. the proposed crossover replaces one or more existing crossovers, provided no
48 street-end crossovers shall be moved or eliminated.

49 (2) Other special use exceptions as follows:

¹ Additions to the text are shown in underline. Deletions to the text are shown in ~~striketrough~~. New additions after 1st reading are shown in double underline. New deletions after 1st reading are shown in ~~double striketrough~~.

50 (a)j- To determine, in cases of uncertainty, the classification of any use not
51 specifically named in these regulations; provided, however, such use shall be in
52 keeping with uses specifically listed in the district.

53 (3) The town manager or designee shall review the application and shall compile a written
54 staff report summarizing the facts regarding the application and the complete staff report
55 shall be transmitted to the planning and zoning board. The town manager shall schedule
56 the application for a meeting of the planning and zoning board. The planning and zoning
57 board shall conduct one public hearing and shall make a recommendation to the town
58 commission for final action.

59 * * *

61 **Section 3. Code Amendment.** Section 90-60 “Construction adjacent to bulkhead
62 lines,” of the code of the Town of Surfside, Florida is hereby amended as follows:

63 **Sec. 90-60. – Construction adjacent to bulkhead lines.**

64 *90-60.1* Ocean bulkhead lines are established in section 14-86 and the following regulations
65 shall control construction adjacent thereto:

66 * * *

67 (6) No dune crossovers from east to west, west to east, or in any way through a dune, shall
68 be permitted without Special Exception approval pursuant to Section 90-37.
69 Crossovers existing as of January 1, 2017, as documented by the Town, shall be
70 considered legal.

71 * * *

72 **Section 4. Severability.** If any section, sentence, clause or phrase of this ordinance is
73 held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding
74 shall in no way affect the validity of the remaining portions of this ordinance.

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

80 **Section 6. Conflicts.** Any and all Ordinances and Resolutions or parts of Ordinances or
81 Resolutions in conflict herewith are hereby repealed.

87 **Section 7. Effective Date.** This ordinance shall become effective upon adoption.

88
89 PASSED AND ADOPTED on first reading this 10th day of October,, 2017.

90 PASSED AND ADOPTED on second reading this ___ day of _____, 2017.

91
92
93 On Final Reading Moved by: _____

94
95 On Final Reading Second by: _____

96
97
98 **FINAL VOTE ON ADOPTION:**

99
100 Commissioner Daniel Gielchinsky _____
101 Commissioner Michael Karukin _____
102 Commissioner Tina Paul _____
103 Vice Mayor Barry Cohen _____
104 Mayor Daniel Dietch _____

105
106
107 _____
108 Daniel Dietch, Mayor

109 **ATTEST:**
110
111
112
113 _____
114 Sandra Novoa, MMC, Town Clerk

115
116
117 **APPROVED AS TO FORM AND LEGALITY FOR THE USE**
118 **AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

119
120 _____
121 Weiss Serota Helfman Cole & Bierman, P.L.,
122 Town Attorney

123
124



Town of Surfside Commission Communication

Agenda Item # 4B1

Agenda Date: November 14, 2017

Subject: Ordinance providing for medical marijuana dispensaries and imposing restrictions for pharmacies and medical marijuana dispensaries

Background: At the October 10, 2017 Commission meeting, the Town Commission evaluated options for regulating medical marijuana dispensaries. Staff was directed to draft an amendment to the Code to permit medical marijuana dispensaries and to regulate the location of drug stores and medical marijuana dispensaries. The proposed ordinance implements that direction.

First the ordinance provides definitions related to medical marijuana dispensaries.

Sec. 90-2. Definitions

Marijuana. Any strain of cannabis or marijuana, in any form, that is authorized by state law to be dispensed or sold in the State of Florida. Also referred to as "Medical Marijuana."

* * *

Medical Marijuana Dispensary. A retail establishment, licensed by the Florida Department of Health as a "medical marijuana treatment facility," "medical marijuana treatment center," "dispensing organization," "dispensing organization facility" or similar use, that sells and dispenses medical marijuana.

* * *

Second the ordinance adds "Medical Marijuana Dispensary" to the list of permitted uses in the SD-B40 zoning district. The ordinance also separates "Drug Stores" and


"Sundries" into separate line items. Finally, the code revisions require drug stores to be located 850 feet from other drugstores within the Town limits and medical marijuana dispensaries to be located 850 feet from any other medical marijuana dispensary within the Town limit.

Budget Impact: N/A at this time.

Staff Impact: N/A at this time.

Recommendation: Conduct first reading and first public hearing on the Ordinance


Town Attorney's Office


Town Manager

ORDINANCE NO. 17 - _____

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

1 **WHEREAS**, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida
2 Statutes, provide municipalities the authority to exercise any power for municipal purposes,
3 except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

4 **WHEREAS**, the Town Commission of the Town of Surfside (“Town Commission”) finds it
5 periodically necessary to amend its Code of Ordinances and Land Development Code (“Code”) in
6 order to update regulations and procedures for maintain consistency with state law and to
7 implement municipal goals and objectives; and

8 **WHEREAS**, Marijuana (Cannabis) is a Schedule I drug under the federal Controlled
9 Substances Act, 21 U.S.C. §811; and

10 **WHEREAS**, according to the Controlled Substances Act, Marijuana has a high potential for
11 abuse and has no currently accepted medical use for treatment in the United States; and

12 **WHEREAS**, notwithstanding federal law, the 2014 Florida Legislature approved and later
13 amended legislation providing for the growing, processing, and distributing of specific forms of
14 low-THC (non-euphoric) Cannabis to be supplied to qualified patients and their caregivers for the
15 treatment of listed medical conditions; and

16 **WHEREAS**, in November 2016 the Florida voters approved a ballot initiative amending the
17 Florida Constitution to allow for broader sale and use of marijuana for medical purposes within
18 the State of Florida; and

19 **WHEREAS**, to implement the Constitutional provisions for medical marijuana the state
20 legislature adopted Senate Bill 8A during its 2017 Special Session which provides a framework
21 for local government regulation of the dispensing of medical marijuana, allowing a local
1Additions to the text are shown in underline. Deletions are shown in ~~strikethrough~~.

22 government to either ban medical marijuana retail centers or to regulate them similar to
23 pharmacies; and

24 **WHEREAS**, Senate Bill 8A was signed by the Governor on June 23, 2017; and

25 **WHEREAS**, the Planning and Zoning Board, as the local planning agency for the Town,
26 held its hearing on the proposed amendment on _____, 2017 with due public notice and
27 input; and

28 **WHEREAS**, the Town Commission held its first public hearing on November 14, 2017 and
29 recommended approval of the proposed amendments to the Code of Ordinances having complied
30 with the notice requirements by the Florida Statutes; and

31 **WHEREAS**, the Town Commission has conducted a second duly noticed public hearing on
32 these regulations as required by law on _____, 2017 and further finds the proposed
33 change to the Code necessary and in the best interest of the community.

34
35 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF**
36 **THE TOWN OF SURFSIDE, FLORIDA¹:**

37
38 **Section 1. Recitals.** The above Recitals are true and correct and are incorporated herein by
39 this reference:

40
41 **Section 2. Town Code Amended.** Section 90-2. – “Definitions” of the Surfside Town
42 Code of Ordinances is hereby amended and shall read as follows¹:

43 **Sec. 90-2. Definitions**

44
45 For the purpose of this chapter, certain terms and words are hereby defined. For convenience,
46 all defined words and terms are set out in different type.

47
48 * * *

49
50 Marijuana. Any strain of cannabis or marijuana, in any form, that is authorized by state law to
51 be dispensed or sold in the State of Florida. Also referred to as “Medical Marijuana.”

52
53 * * *

54
55 Medical Marijuana Dispensary. A retail establishment, licensed by the Florida Department of
56 Health as a “medical marijuana treatment facility,” “medical marijuana treatment center,”
57 “dispensing organization,” “dispensing organization facility” or similar use, that sells and
58 dispenses medical marijuana.

¹ Additions to the text are shown in underline. Deletions to the text are shown in ~~strike through~~.

59
60 * * *

61
62 **Section 3. Town Code Amended.** Section 90-41. – “Regulated Uses” of the Surfside
63 Town Code of Ordinances is hereby amended and shall read as follows¹:

64 **Sec. 90-41. Regulated uses.**

65 (a) *Purpose.* Permitted uses are considered to be fundamentally appropriate within the district
66 in which they are located and are deemed to be consistent with the comprehensive plan.
67 These uses are permitted as of right, subject to the required permits and procedures
68 described in this section. Permitted uses require final site plan review and approval for
69 compliance with the standards applicable to a particular permitted use as provided in this
70 zoning code.

71 (b) *Permits required.* Except as explicitly provided herein, no use designated as a permitted use
72 in this chapter shall be established until after the person proposing such use has applied for
73 and received all required development permits.

74 (c) Table—Regulated uses.

75 * * *

<i>Office Uses and Professional Services</i>	<i>SB-B40</i>
Drug stores and sundries	<u>P(30)</u>
* * *	* * *
<u>Medical Marijuana Dispensary</u>	<u>P(30)</u>
* * *	* * *
<u>Sundries</u>	<u>P</u>
* * *	* * *

76 Key: P: Permitted Blank: Not Permitted (#): Refer to Notes CU: Conditional Use

77 * * *

78 (d) *Uses table notes.*

79 * * *

80 (30) The following uses shall be separated from similar existing uses, or similar
81 approved but unbuilt uses, within the Town limits, by the minimum distances specified
82 below, measured from front door to front door:

83 (a) For purposes of this calculation, front door shall mean the primary public
84 access to the business which shall not include any alley, rear or secondary
85 access point.

86 (b) Medical Marijuana Dispensary: Eight hundred fifty (850) feet.

87 (c) Drug stores: Eight hundred fifty (850) feet.

88 **Section 4. Severability.** If any section, sentence, clause or phrase of this ordinance is
89 held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding
90 shall in no way affect the validity of the remaining portions of this ordinance.

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

96
97 **Section 6. Conflicts.** Any and all Ordinances and Resolutions or parts of Ordinances or
98 Resolutions in conflict herewith are hereby repealed.

99
100 **Section 7. Effective Date.** This ordinance shall become effective upon adoption.

101
102 **PASSED and ADOPTED** on first reading this 14th day of November, 2017.

103
104 **PASSED and ADOPTED** on second reading this _____ day of December, 2017.

105
106
107 On Final Reading Moved by: _____

108
109 On Final Reading Second by: _____

110
111
112 **FINAL VOTE ON ADOPTION:**

113 Commissioner Daniel Gielchinsky _____
114 Commissioner Michael Karukin _____
115 Commissioner Tina Paul _____
116 Vice Mayor Barry Cohen _____
117 Mayor Daniel Dietch _____

118
119
120

Daniel Dietch, Mayor

122
123 **ATTEST:**

124
125 _____
126 Sandra Novoa, MMC, Town Clerk

127
128 **APPROVED AS TO FORM AND LEGALITY FOR THE USE**
129 **AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

130
131 _____
132 Weiss Serota Helfman Cole and Bierman, P.A.
133 Town Attorney



Town of Surfside Commission Communication

Agenda Item # 4C1

Agenda Date: November 14, 2017

From: Guillermo Olmedillo, Town Manager
Sandra Novoa, Town Clerk
Lillian Arango, Town Attorney

Subject: Amending Article VII. – “Code of Ethics”
First Reading

Background: The attached ordinance revises the Town's Code of Ethics codified in Article VII. Chapter 2 of the Town Code of Ordinances. The Code of Ethics was originally adopted on April 10, 2007 establishing standards of conduct for current and former Town officials and employees and persons or entities doing business with and lobbying before the Town, and was subsequently amended on January 15, 2013, December 9, 2014 and February 16, 2017. The proposed changes are meant to conform to the Miami-Dade County Code of Ethics and address appearances and lobbying by Town elected officials and officers, board and committee members for two (2) years after leaving office or service to the Town, and amend the definition of “lobbyist.” The Ordinance proposes the following changes:

1. Section 2-230 (Exploitation of Official Position). Section 2-230 is amended to add subsection (b) providing for continued application of this provision for two (2) years after ceasing Town service (“2 Year Rule”), consistent with the County Code of Ethics. Section 2-230(b)(1) provides that an *elected Town official* shall not lobby any Town commission, officer or departmental personnel or employee in connection with any matter before the Town for two (2) years after his or her Town service has ceased. Section 2-230(b)(2) provides that no former advisory personnel, autonomous personnel, officer (board or committee member) or quasi-judicial personnel shall for a period of two (2) years after his or her Town service has ceased, lobby the Town board or committee on which he or she

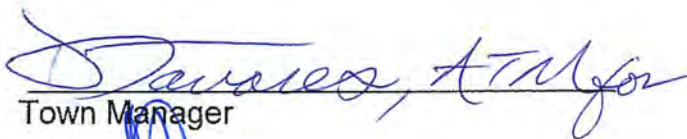
served in connection with any matter related to the board or committee's enforcement, oversight or authority.

2. Section 2-231 (Certain Appearances and Payment Prohibited). Section 2-230 is amended to add subsection (d) providing that no current advisory personnel, autonomous personnel, officer (board or committee member) or quasi-judicial personnel shall either directly or through an associate appear, represent or act on behalf of a third party, or be engaged as a lobbyist, before the Town Commission, Town board or committee, or any Town department with respect to any after sought by the third party.

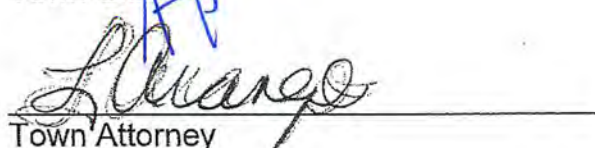
3. Section 2-235, - Lobbying. Section 1(b) is amended to revise the definition of "lobbyist" consistent with the County Ethics Code to specifically exclude any person who only appears as a representative of a not-for-profit community based organization for the purpose of requesting a grant without special compensation or reimbursement for the appearance (the existing Town provision is broader and exempts and excludes any not-for-profit corporation or entity, such as a charitable organization, trade association, or trade union). Section 1(b) is further amended to specifically exclude as a lobbyist consistent with the County Ethics Code, any person who only appears as a representative of a neighborhood, homeowners or condominium association, without compensation for the appearance, to express support of or opposition to any item.

Staff Impact: The proposed changes provide clarification for appearances and lobbying before the Town, conform more closely to the County Ethics Code, and provide more specificity.

Recommendation: The Town Manager, Town Attorney and Town Clerk recommend the Commission conduct first reading of the proposed Ordinance, discuss the draft changes and approve the proposed changes to the Code of Ethics.


Town Manager


Town Clerk


Town Attorney

ORDINANCE NO. 17 - _____

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

WHEREAS, the Town of Surfside (“Town”) Commission adopted a Code of Ethics on April 10, 2007 establishing standards of conduct for current and former town officials, employees and persons doing business with the Town; and

WHEREAS, the Town Commission subsequently amended the Code of Ethics on January 15, 2013, December 9, 2014 and February 16, 2017 to impose additional regulations on lobbyists and include an honor code for elected and appointed Town officials and employees; and

WHEREAS, the Town Commission finds that high ethical standards governing the conduct of public officers and employees are important and serve the public interest, and desires to further amend the Code of Ethics in Article VII of the Town Code to address appearances and lobbying by current and former Town officers, and board and committee members and to amend the definition of lobbyist; and

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

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

Section 2. Town Code Amended. Article VII. – “Code of Ethics” of the Surfside Town Code of Ordinances is hereby amended and shall read as follows:

* * *

Article VII. – CODE OF ETHICS

Sec. 2-226. - Code of ethics adopted.

- (a) Our government is a representative democracy. Those who are elected, appointed, hired, volunteer or campaign to serve the public as representatives accept a public trust. The public entrusts its powers and resources to its servants to use only in the public interest. Public trust requires public servants to fulfill their public duties faithfully and honestly, and to subordinate any personal interest, which conflicts with the public interest. The town adopts the following ordinance to provide for specific guidelines for minimum ethical standards for public servants, officials and employees.
- (b) It is the policy of the town that no officer or employee of the town shall have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature, which is in substantial conflict with the proper discharge of his or her duties in the public interest. To implement this policy and strengthen the faith and confidence of the town's residents in their government, the town will enact a code of ethics setting forth standards of conduct required of the town's public officers and employees, in the performance of their official duties. It is the intent of the town that this Code shall serve as a guide for the official conduct of the public officers and employees of the town. For the purposes of this article the term "officer" and "public officer" shall include the town commission and all appointed town board and committee members.

Sec. 2-227. - Code of ethics generally.

The conduct of the officers and employees of the town shall be governed by the code of ethics of the town, which shall include:

- (1) The state "code of ethics for public officers and employees", codified in F.S. ch. 112, as may be amended from time to time; and
- (2) The "Miami-Dade County Conflict of Interest and Code of Ethics Ordinance," codified at section 2-11.1 et seq., Miami-Dade County Code, as may be amended from time to time; and
- (3) Any provisions that the town commission may adopt from time to time in addition to those set forth in subsections (1) and (2) above.

Sec. 2-227.1 - Honor code for elected and appointed town officials and town employees.

- (a) It shall be the policy of the town that all elected and appointed town officials and town employees shall adhere to the public service honor code ("honor code"). The honor code consists of the following minimum standards regarding the responsibilities of all public servants in the town.
- (b) Each elected and appointed public official and employee of the town shall, when acting in his or her official capacity, comply with the following standards:

- (1) Serve and protect the public interest above any personal or institutional interest or loyalty; and
 - (2) Act as the public's surrogate by protecting it against waste or fraud; and
 - (3) Respect and uphold laws, ordinances, resolutions, rules, and regulations that protect the public against abuses in town government by assisting law enforcement and other federal, state, county and local authorities charged with protecting the public trust; and
 - (4) Report any information concerning activity which may constitute a crime, of which he or she has personal knowledge, immediately and personally to the state attorney and/or the Miami-Dade County Commission on Ethics and Public Trust; and
 - (5) Cooperate fully with law enforcement agencies or other official investigative authorities in providing truthful testimony and other relevant information pertaining to any alleged violation of the public trust.
- (c) Town supervisors shall counsel and encourage employees in their respective departments to report violations of town code, including waste, fraud or other abuse of public resources, to the appropriate agency.
- (d) The honor code shall be enforced as follows:
- (1) The town manager or the town manager's designee may use the administrative process of the town for violations of the honor code committed by all officials or employees subject to the authority of the town manager.
 - (2) The Miami-Dade County Commission on Ethics and Public Trust shall have jurisdiction over violations of the honor code committed by elected town officials and by all other town officials and employees not subject to the administrative authority of the town manager. The Miami-Dade County Commission on Ethics and Public Trust shall follow the procedures outlined in section 2-1074 of the Miami-Dade County Code in conducting such investigations or hearings. The Miami-Dade County Commission on Ethics and Public Trust may impose a letter of reprimand or letter of instruction following a determination that a violation of the honor code has occurred. Such action by the Miami-Dade County Commission on Ethics and Public Trust shall not prevent the town or any department head or supervisor from taking any additional action or imposing any penalty that they are authorized to take or impose.
 - (3) Whenever any elected or appointed town official or employee is in doubt as to the proper interpretation or application of the honor code as to himself or herself, he or she may request a binding opinion from the Miami-Dade County Commission on Ethics and Public Trust.
 - (4) Adherence to the honor code by town employees shall be included, wherever appropriate and to the extent legally permissible, in the criteria for evaluations for merit increases, promotions, and professional recognition.
 - (5) The Miami-Dade County Commission on Ethics and Public Trust may include the honor code in its ethics training programs for town officials and employees.
- (e) The town shall not dismiss, discipline, or take any other adverse personnel action against an employee for complying with the honor code. Further, the town shall not take any adverse

action that affects the rights or interests of any employee in retaliation for the employee's compliance with the honor code. If the town takes any of the adverse actions stated in the preceding sentences as a result of an employee's compliance with the honor code, the employee shall be entitled to apply to the town manager and to the Miami-Dade County Commission on Ethics and Public Trust for redress, each of which shall take appropriate steps within their authority and discretion to ensure that no employee is penalized for compliance with the honor code.

Sec. 2-228. - Penalty.

The ethics commission created pursuant to Miami-Dade County Ordinance No. 97-105 shall have primary jurisdiction for enforcement of this code of ethics.

Sec. 2-229. - Gifts.

- (a) *Gift defined.* The term "gift" means the transfer of anything of economic value, whether in the form of money, service, loan, travel, entertainment, hospitality, item or promise, or in any other form, without adequate and lawful consideration.
- (b) *Exceptions.* The provisions of subsection (a) of this section shall not apply to:
 - (1) Political contributions specifically authorized by state law;
 - (2) Gifts from relatives or members of one's household, unless the person is a conduit on behalf of a third party to the delivery of a gift that is prohibited under subsection (c) of this section;
 - (3) Awards for professional or civic achievement but only if the value of said awards is less than \$500.00;
 - (4) Material such as books, reports, periodicals or pamphlets either solely informational or of an advertising nature but only if the value of said material is less than \$500.00.
- (c) *Prohibitions.* Public officers and employees shall neither solicit nor demand any gift. It is also unlawful for any person or entity to offer, give or agree to give to any public officer or employee, to accept or agree to accept from another person or entity, any gift for or because of:
 - (1) An official public action taken, or to be taken, or which could be taken, or an omission or failure to take a public action;
 - (2) A legal duty performed or to be performed, or which could be performed, or an omission or failure to perform a legal duty;
 - (3) A legal duty violated or to be violated, or which could be violated by any public officer or employee; or
 - (4) Attendance or absence from a public meeting at which official action is to be taken.

Sec. 2-230. - Exploitation of official position prohibited.

- (a) No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, officers or quasi-judicial personnel shall use or attempt to use an official position to secure special privileges or exemptions for that person or others except

as may be specifically permitted by other ordinances and resolutions previously adopted or hereafter adopted by the town commission.

(b) Continuing application for two (2) years after town service.

(1) No person who has served as an elected town official shall for a period of two (2) years after his or her town service has ceased, lobby any town commissioner, officer or departmental personnel or employee in connection with any judicial or other proceeding, application, RFP, RFQ, bid, contract, claim, controversy, charge, accusation, arrest or other particular subject matter in which the town or one of its departments or instrumentalities is a party or has any interest whatever, whether direct or indirect.

(2) No former advisory personnel, autonomous personnel, officer or quasi-judicial personnel shall for a period of two (2) years after his or her town service has ceased, lobby the town board or committee on which he or she served in connection with any matter related to the board or committee's enforcement, oversight or authority.

Sec. 2-231. - Certain appearances and payment prohibited.

- (a) No commissioner, officer, departmental personnel or the business entity by which they are employed, or employee shall appear before any town board and make a presentation on behalf of a third person with respect to any matter, license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall the person receive any compensation or gift, directly or indirectly, for services rendered to a third person, who has applied for or is seeking some benefit from the town, in connection with the particular benefit sought by the third person. Nor shall the person appear in any court or before any administrative tribunal as counsel or legal advisor to a party who seeks legal relief from the town through the suit in question.
- (b) No advisory personnel, autonomous personnel, officer or quasijudicial personnel shall appear before the town commission, either directly or through an associate, and make a presentation on behalf of a third person with respect to any matter, license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall such person receive any compensation or gift, directly or indirectly, for services rendered to a third party that has applied for or is seeking some benefit from the town commission in connection with the particular benefit sought by the third party. Nor shall the person appear in any court or before any administrative tribunal as counsel or legal advisor to a third party who seeks legal relief from the town commission through the suit in question.
- (c) No advisory personnel, autonomous personnel, officer or quasi-judicial personnel, after deliberating, considering, ruling or recommending on an application filed with the board or committee upon which they serve, shall appear before a higher board or the town commission to testify as an affected party.
- (d) No current advisory personnel, autonomous personnel, officer or quasi-judicial personal shall either directly or through an associate, appear, represent or act on behalf of a third party before the town commission, town board or committee, or any town department with respect to any action sought by the third person. Nor shall such person either directly or through an associate be engaged as a lobbyist for and on behalf of a third person with respect to any official action by any town official or town personnel sought by such third person.

Sec. 2-232. - General policy employees.

- (a) One objective of the town is to establish and administer a system of personnel management consistent with the goal of providing superior service to the community by employing and retaining individuals of the highest caliber as demonstrated by work performance and job behavior.
- (b) Employees of the town represent the town in all of their dealings with the public. Their appearance, attitude, and behavior all announce to our customers, the taxpayers, what may be expected from the town's government. For these reasons, we stress the importance of a good public image and courteous behavior as minimum standards for town employees.
- (c) It is the policy of the town to expect from its employees compliance with all personnel rules and regulations, applicable state statutes and federal regulations, in the performance of duties, as well as compliance with all safety rules and standards.
- (d) The town advocates the concept that the quality of public service can attain maximum efficiency and effectiveness through a personnel management system based on merit principles.
- (e) The foregoing provisions relating to town employees shall also be applicable to officers.

Sec. 2-233. - Conflict of interest.

To avoid misunderstandings and conflict of interests, which could arise, the following policy will be adhered to by employees and officers of the town. This policy is in accordance with F.S. § 112.311 et seq., code of ethics for public officers and employees.

- (1) Employees and officers shall not accept any gifts, favors, or services that may reasonably tend to improperly influence them in the discharge of their official duties;
- (2) Employees and officers shall not use or attempt to use their position to secure special privileges or exemptions for themselves or others;
- (3) Employees and officers shall not accept employment or engage in any business or professional activity, which they may reasonably expect, would require or induce them to disclose confidential information acquired by them by reason of their official position;
- (4) Employees and officers shall not disclose confidential information gained by reason of their official position, nor shall they otherwise use such information for their personal gain or benefit;
- (5) Employees and officers shall not have personal investment in any enterprise, which will create a conflict between their private interest and the public interest;
- (6) Employees and officers shall disclose to the town clerk, upon a form created by the town clerk, any direct or indirect interest in any for profit business relationship and any interest in real property which the employees and officers hold with any other employee or officer;
- (7) In addition to the foregoing, town commissioners shall disclose to the town clerk, upon a form created by the town clerk, any direct or indirect interest in non-homesteaded real property located within the town within 30 days upon purchasing said property. (Upon

the passage of this article, the town commissioners shall have 30 days from the effective date, to file disclosure.) Thereafter, the town commissioners will be required to file the real property disclosure in accordance with this sub-paragraph (7) on a yearly basis along with his/her Form 1. However, if for any reason the town clerk does not receive same, s/he shall, in writing and via certified mail, request such official who has failed to file the required disclosure to do so. Thereafter, failure to make this filing, within ten days from receipt of the clerk's notice, shall result in the same penalties as failure to file a Form 1 disclosure as required by the county and state.

Sec. 2-234. - Town attorney to render opinions on request.

Whenever any advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employee, officer or quasi-judicial personnel is in doubt as to the proper interpretation or application of this conflict of interest and code of ethics article, or whenever any person who renders services to the town is in doubt as to the applicability of the article, that person may submit to the town attorney a full written statement of the facts and questions. The town attorney shall then render an advisory nonbinding opinion to such person and shall publish these opinions without use of the name of the person advised unless the person permits the use of a name. Binding opinions may be sought from the county ethics commission. The town clerk shall publish these opinions on the town's website.

Sec. 2-235. - Lobbying.

This section shall be applicable to all lobbyists as defined below, and shall also constitute a standard of conduct and behavior for all lobbyists. The provisions of this section shall be applied in a cumulative manner.

- (1) *Definitions.* For purposes of this section, the following words, terms and phrases shall have the meanings as indicated below:
 - a. *Town personnel.* Those town officers and employees specified to include the mayor and town commissioners, town board or town committee members, and all town employees.
 - b. *Lobbyist.* All persons, attorneys, firms, or corporations employed or retained by a principal who seeks to encourage the passage, defeat, or modifications of (1) any ordinance, resolution, action or decision of the town commission; (2) any action, decision, recommendation of a town board or committee; or (3) any action, decision or recommendation of town personnel during the time period of the entire decision-making process on such action, decision or recommendation which foreseeably will be heard or reviewed by the town commission, or a town board or committee. "Lobbyist" specifically includes the principal, as defined in this section, as well as any agent, officer or employee of a principal, regardless of whether such lobbying activities fall within the normal scope of employment of such agent, officer or employee. The term "lobbyist" specifically excludes any person who only appears as a representative of a ~~not for profit corporation or entity (such as charitable organization, a trade association or trade union), without special compensation or reimbursement for the appearance, whether direct, indirect, or contingent, to express support or opposition to any item; any person who only appears as a representative~~

of not-for-profit community-based organization for the purpose of requesting a grant without special compensation or reimbursement for the appearance; and any person who only appears as a representative of a neighborhood, homeowners or condominium association without compensation for the appearance, whether direct or indirect or contingent, to express support of or opposition to any item.

c. *Principal.* All persons, firms, or corporations who employ a lobbyist.

(2) *Lobbyist registration, fees, renewal and withdrawal.*

a. All lobbyists shall register with the town clerk before engaging in any lobbying activities in the town. Every person required to register as a lobbyist shall:

i. Register as a lobbyist.

1. Complete the annual lobbyist registration form, as prepared by the town clerk, stating under oath his or her name, business address, and the name and business address of each person or entity which has employed the registrant to lobby. If the lobbyist represents a corporation, it shall also be identified.
2. Without limiting the foregoing, the lobbyist shall also identify all persons holding, directly or indirectly, a five-percent or more ownership interest in the corporation, partnership, or trust.

ii. Pay an annual lobbyist registration fee of \$250.00.

iii. Register and disclose terms for each principal represented.

1. Complete the annual principal registration form, as prepared by the town clerk, prior to conducting any lobbying for each principal (client) being lobbied. Such application shall include a requirement that the lobbyist state under oath, his or her name, business address, the name and business address of each person or entity by which s/he has been employed to lobby, as well as a letter of permission signed by the person, entity, principal or the principal's representative, stating that the lobbyist is authorized to represent him/her/it, together with a disclosure of the terms and amount of compensation paid by each principal to the lobbyist. Each lobbyist and his/her principal shall attach a copy of a fee letter and specify whether any bonuses, success fees, or other consideration shall be received for such lobbying activities. In the alternative, such lobbyist shall submit to the town clerk a joint affidavit, sign by the lobbyist and his/her principal, disclosing the terms amount of compensation (to be) paid by each principal to the lobbyist with regard to the specific issue on which the lobbyist has been engaged.
2. Pay an annual principal registration fee of \$100.00.
3. If multiple lobbyists from the same firm represent the same principal, then only one principal registration form and principal registration fee of \$100.00 is required to be filed for that principal. All lobbyists from the same firm who represent the same principal must file a separate lobbyist

registration form and a lobbyist registration fee of \$250.00. All lobbyist are required to file an expenditure report as outline below in 2 (a) (iv). Any lobbyist from the same firm may submit all the necessary documents to the Town Clerk on behalf of the firm.

iv File a lobbyist expenditure report.

1. By January 15 of each year, all lobbyists shall submit to the town clerk a signed statement under oath listing all lobbying expenditures for the preceding calendar year. The statement shall list in detail each expenditure by category, including food and beverage, entertainment, research, communication, media advertising, publications, travel, lodging and special events, and town personnel on whose behalf or benefit the expenditure was made. A statement shall be filed even if there have been no expenditures during the reporting period. Annual statements shall be required until such time as the lobbyist files a notice of withdrawal of lobbying activities with the town clerk.
2. The town clerk shall notify any lobbyist who fails to timely file an expenditure report. In addition to any other penalties which may be imposed, a fine of \$50.00 per day shall be assessed for reports filed after the due date. Any lobbyist who fails to file the required expenditure report by January 15 shall be automatically suspended from lobbying until all fines are paid, unless the fine has been appealed to the special master of the Town of Surfside.
3. A lobbyist or principal may appeal a fine and may request a hearing before the special master for the Town of Surfside. A request for hearing on the fine must be filed with the special master within 15 calendar days of receipt of the notification of the failure to file the required disclosure form.

v. File a notice of withdrawal. Each person who withdraws as a lobbyist for a particular principal (client) shall file an appropriate notice of withdrawal.

- b. All lobbyist and principal registration forms, expenditure reports, notices of withdrawal, and applicable fees shall be submitted to the town clerk. Such forms may be amended from time to time administratively.

- (3) *Expiration of lobbyist and principal registrations.* All lobbyist and principal registrations expire December 31 of each year.
- (4) *Processing of registration fees.* The registration fees required by this section shall be deposited by the town clerk into a separate account and shall be expended for the purpose of recording, transcribing, administration and other costs incurred in maintaining these records for availability to the public. Unexpended funds may be transferred to general revenue at the end of the fiscal year. There shall be no fee required for filing a notice of withdrawal, and the town commission may, in its discretion, waive the lobbyist and/or principal registration fee upon a finding of financial hardship.
- (5) *Change in lobbyist information.* Any change to the information originally filed pursuant to this section shall require that the lobbyist file, within three business days from such

changed circumstances, a signed statement under oath amending the above-referenced reports. Additionally, in the event official action on the specific lobbying issue is scheduled to occur during said three-day period, the lobbyist and principal shall, prior to said official action, further disclose the amendment by publicly stating on the record, at which the official action is to occur, the subject amendment. The lobbyist has a continuing duty to supply accurate information and amend said reports when so needed.

- (6) *Creation of a lobbyist log.* The town clerk shall publish logs on a quarterly and an annual basis reflecting the lobbyist registrations which have been filed in accordance with this section. All logs required by this section shall be prepared in a manner substantially similar to the logs prepared for the Florida Legislature pursuant to F.S. § 11.045.
- (7) *Town clerk to publish information.* The town clerk shall publish to the town commission, town appointed boards or committees, town manager and other personnel a list of registered lobbyists and their principals, for which they are authorized to lobby, and any other disclosure made to the town clerk that is required pursuant to state and county law. The information shall be disseminated by the town clerk prior to town commission meetings and public hearings.
- (8) *Town sign-in sheet.* Every lobbyist and principal of a local business shall sign in at the front desk each time he or she meets with town personnel at a town facility, or shall deliver a memorandum of said meeting to the town clerk within 24 hours of meeting with town personnel at any other location, and shall inform the town clerk, in writing, of (1) the name of the lobbyist or the principal of the local business; (2) the town personnel in attendance; (3) the time and place of the meeting; and (4) the issue discussed. The issue shall be described with as much detail as is practical, including but not limited to a specific description where applicable to a pending request for a proposal, invitation to bid, or public hearing item.
- (9) *Penalties for violation.*
 - a. The town clerk shall notify the Miami-Dade County Commission on Ethics and Public Trust of the failure of a lobbyist (or principal) to file either of the reports referenced above and/or pay the assessed fines after notification.
 - b. A lobbyist (or principal) may appeal a fine and may request a hearing before the Miami-Dade Commission on Ethics and Public Trust. A request for a hearing on the fine must be filed with the Miami-Dade Commission on Ethics and Public Trust within 15 calendar days of receipt of the notification of the failure to file the required disclosure form. The Miami-Dade County Commission on Ethics and Public Trust shall have the authority to waive the fine, in whole or in part, based on good cause shown.
 - c. The Miami-Dade County Commission on Ethics and Public Trust shall investigate any person engaged in lobbying activities who may be in violation of this section. In the event that a violation is found to have been committed the Miami-Dade County Commission on Ethics and Public Trust may, in addition to the penalties set forth in this section, prohibit such person from lobbying before the town commission or any committee, board or personnel of the town as provided herein.

- i. Every lobbyist who is found to be in violation of this section shall be prohibited from registering as a lobbyist or lobbying in accordance with the following schedule:
 - 1. *First violation:* For a period of 90 days from the date of determination of violation.
 - 2. *Second violation:* For a period of one year from the date of determination of violation.
 - 3. *Third violation:* For a period of five years from the date of determination of violation.
- ii. As used herein, a "direct violation" shall mean a violation committed by a lobbyist representing said bidder or proposer.
- d. A contract entered into in violation of this section shall also render the contract voidable. The town manager shall include the provisions of this section in all town bid documents, RFP, RFQ, and CDBG applications; provided, however, the failure to do so shall not render any contract entered into as the result of the failure illegal per se.
- e. All members of the town commission, and all town personnel, shall be diligent to ascertain whether persons required to register pursuant to this section have complied. Town commission members or town personnel may not knowingly permit a person who is not registered pursuant to this section to lobby the town commission members, or town appointed committee or board or town personnel.

(10) *Lobbyist contingency fees prohibited.* No person may, in whole or in part, receive or agree to receive a contingency fee. As used herein, "contingency fee" means a fee, bonus, commission, or nonmonetary benefit as compensation which is dependent on or in any way contingent on the passage, defeat, or modification of: (1) an ordinance, resolution, action or decision of the town commission; (2) any action, decision or recommendation of the town manager or any town appointed board or committee; or (3) any action, decision or recommendation of town personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the town commission, or a town appointed board or committee.

(11) *Conflict provision.* It is acknowledged that Section 2-11.1(s) of the Miami-Dade County Code is a minimum standard to govern lobbying activities. If there is any conflict between this section and the county code, this section shall control.

Sec. 2-236. - Relatives of commissioners on boards and committees.

No relative of a commissioner may serve on any commission appointed board or committee. For the purposes of this section "relative" shall mean, the commissioner's spouse, parent, children, step children, grandparent, aunt, uncle, niece, nephew, father-in-law, mother-in-law, brother-in-law, sister-in-law, first cousin, or grandchild. This section shall not apply to appointments made prior to the enactment of this article.

Secs. 2-237—2-260. - Reserved.

* * *

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

Section 4. Inclusion in the Code. It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word “Ordinance” may be changed to “Section” or other appropriate word.

Section 5. Conflicts. Any and all Ordinances and Resolutions or parts of Ordinances or Resolutions in conflict herewith are hereby repealed.

Section 6. Effective Date. This ordinance shall become effective on second reading upon adoption.

PASSED AND ADOPTED on first reading this 14th day of November, 2017.

PASSED AND ADOPTED on second reading this ___ day of _____, 2017.

On Final Reading Moved by: _____

On Final Reading Second by: _____

FINAL VOTE ON ADOPTION:

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

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, MMC, Town Clerk

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

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



Town of Surfside Commission Communication

Agenda #: 4C2
Agenda Date: November 14, 2017
Subject: Ground-Affixed Letter or Number Signs
From: Sarah Sinatra Gould, AICP, Town Planner

Background: The owner of the Four Seasons Surf Club has submitted a zoning code text amendment to Chapter 90, Article VI of the Code. The amendment will allow hotels and multi-family residences within the H30C, H40 and H120 zoning districts the ability to erect free-standing ground-affixed letter or number signs on the street frontage of their property. The proposed amendment neither materially alters nor significantly expands current height and overall area requirements in the Code. Rather, it solely allows property owners the flexibility to install a new type of sign not currently addressed in the Code.

Request: The proposed text amendment to the Code creates a definition for the new category of sign as well as provides standards relating to height and overall area requirements.

The code currently permits monument signs with a total surface area of 25 square feet and a maximum height of 5 feet from the ground. The proposed amendment includes a maximum total area of 20 square feet for all letters and numbers comprising the sign, a maximum height of 5 feet from the ground and a maximum depth of 1 foot.

The major change in the code is that when the area of a monument sign is measured, a “box” is drawn around the text of the sign to determine the area. The proposed amendment allows for a different sign design that does not have a support structure and instead allows for individual letters or numbers, resulting in a sign with less mass than a monument style sign. Therefore, the proposed amendment results in a sign with less square footage than the current maximum area in the code.

Budget Impact: The applicant has paid a cost recovery fee for staff's time to review and analyze the application and therefore there is no impact to the Town.

Growth Impact: N/A

Staff Impact: N/A

Staff Recommendation: Approval



Sarah Sinatra Gould, AICP, Town Planner



Guillermo Olmedillo, Town Manager



ALEXANDER I. TACHMES, ESQ.
Shutts & Bowen LLP
200 South Biscayne Boulevard
Suite 4100
Miami, Florida 33131
DIRECT (305) 347-7341
FAX (305) 347-7754
EMAIL ATachmes@shutts.com

November 6, 2017

VIA EMAIL

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

**RE: Letter of Intent Regarding the Proposed Amendment to Chapter 90,
Article VI of the Surfside Code of Ordinances (the "Code")**

Dear Guillermo:

As you know, we represent the owner of the Four Seasons Surf Club, SC Trust Florida LLC, Trustee for the Surf Club Land Trust (the "Applicant"). The Applicant hereby submits this application to amend the Code with regard to permitted street frontage signs (the "Amendment"). Specifically, the Amendment would permit hotels and multi-family residences in the H30C, H40, MU and H120 zoning districts to erect free-standing, ground-affixed letter or number signs (a "Ground-Affixed Letter Sign") on the street frontage of their property.

The Amendment has two (2) parts. First, the Amendment proposes additional text to Section 90-69 of the Code defining a "ground-affixed letter or number sign." Next, the Amendment correspondingly adds language under Section 90-73(b)(3)(g) in order to detail the height, depth, and area requirements for Ground-Affixed Letter Signs. The proposed code language specifically reads as follows:

Section 90-69

Area of a ground-affixed letter or number sign: The square footage of a ground-affixed letter or number sign shall be the aggregate surface area of all letters and numbers comprising the sign, based only on the principal surface of the sign and excluding any supporting structure. No fictional border or frame shall be imputed to the area size.

Ground-affixed letter or number sign: A sign using letters and/or numbers in which each letter or number is affixed to the ground and which has no frame or border surrounding the letters or numbers.

Section 90-73(b)(3)(g)

Ground-affixed letter or number sign. The total area of each ground-affixed letter or number sign shall not exceed 20 square feet. The height of each sign shall not exceed 5 feet from the ground. The depth of each sign shall not exceed 1 foot. The total area of all such signs for each property shall not exceed 20 square feet.

Not only would these new signs be visually pleasing, they would be consistent with the nature and character of all other signs currently permitted under the Code. As provided in the language above, the new type of signage will be limited to the following dimensions:

- A maximum total area of 20 square feet for all letters and numbers comprising the sign;
- A maximum height of 5 feet from the ground; and
- A maximum depth of 1 foot.

As a comparative example, the Code currently permits monument signs with a total surface area of 25 square feet and a maximum height of 5 feet from the ground, within the same zoning districts. While not necessarily representative of all possible design options under the proposed Amendment, the artist's renderings attached as Exhibit "A" provide a close-up and full-street view of the proposed new signage against the façade of the Four Seasons Surf Club. The design matches the general architecture and landscaping of Surfside, while simultaneously freeing current and future developers from the cumbersome designs of monument signs. Exhibit "B" demonstrates how the individual letters or numbers are secured to the ground.

In conclusion, we are proposing a modest code amendment to add an additional type of permitted street frontage sign. This Amendment will offer property owners a subtle yet aesthetically pleasing alternative to those signs presently allowed. The proposed Amendment will:

1. Encourage developer creativity by expanding design options for signs thereby improving the aesthetics of the streetscape; and
2. Remove unnecessary restrictions against certain types of signs without altering any dimensions or specifications currently required by the Code.

Town of Surfside
c/o Guillermo Olmedillo, Town Manager
November 6, 2017
Page 3

Accordingly, we respectfully request the adoption of our Amendment by the Mayor and Town Commission. If you have any questions, please do not hesitate to contact us. Thank you.

Sincerely,

Shutts & Bowen LLP

A handwritten signature in blue ink, appearing to read "A. Tachmes" with a flourish at the end.

Alexander I. Tachmes, Esq.

cc: Daniel Gielchinsky, Commissioner
Mr. David Coviello, Esq.

EXHIBIT A

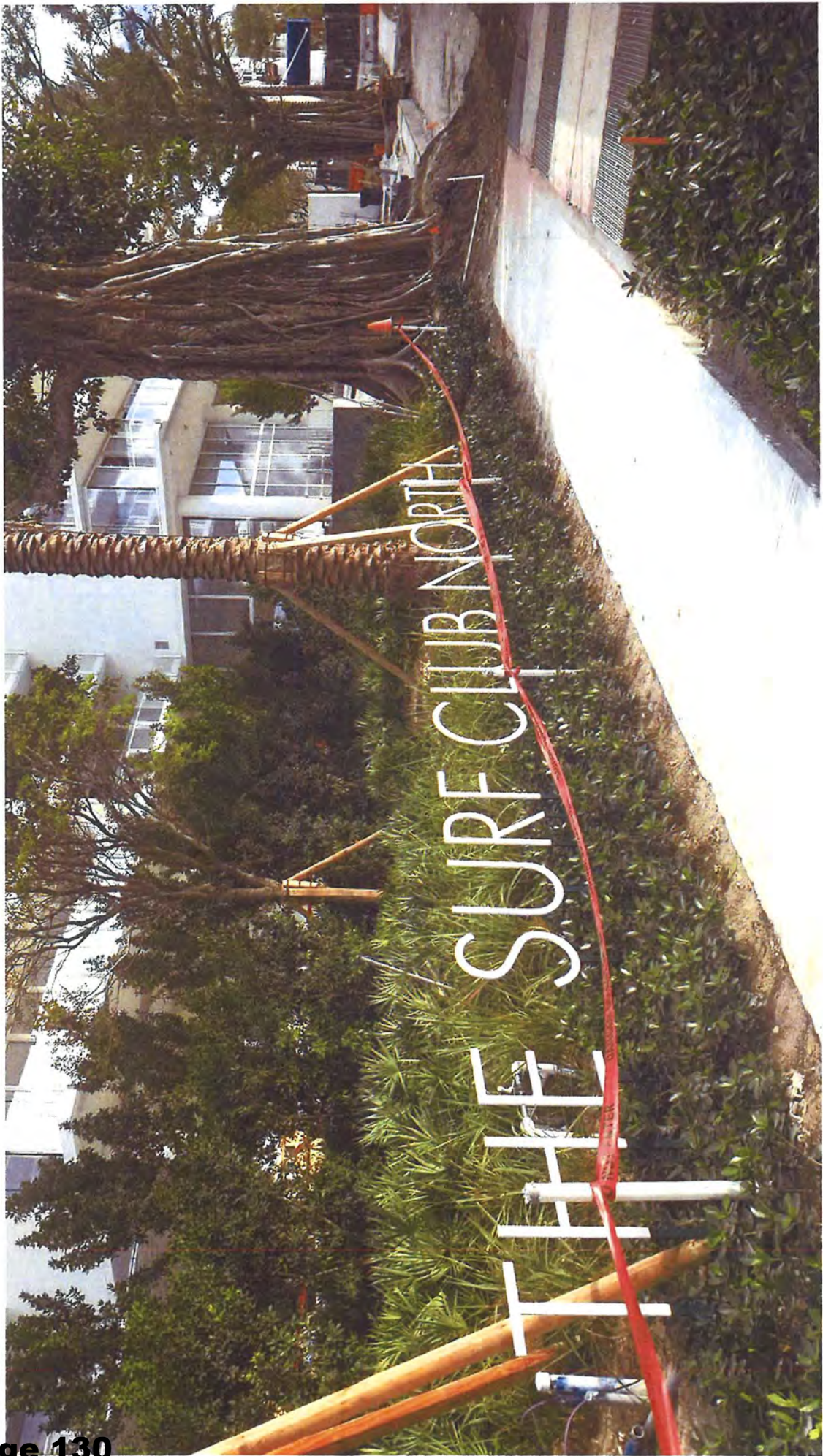
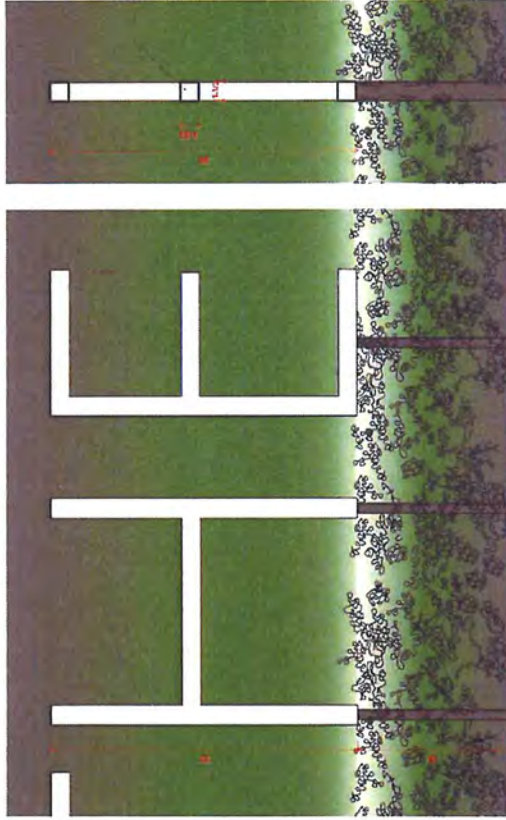
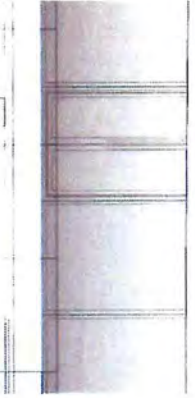
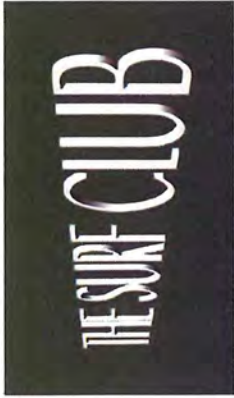




EXHIBIT B



23" tall solid aluminum dimensioned letters painted to match white of sign face with steel color painted on the support underground as required.



Elevation Scale: 3/16" = 1'-0"

DATE	REVISIONS
2016-03-30	Initial submittal
2016-05-06	90% DD
2016-07-12	100% DD
2016-08-11	100% DD Revisions
2016-09-01	100% DD Update 1
2016-11-30	100% DD Update 5
2016-12-30	100% DD Update 6
2017-01-25	100% DD Update 7

Sign Type A1
 Site entrance sign

Scale: 1/8" = 1'-0"

SI-207

Section Scale: 1/4" = 1'-0"

Elevation Scale: 1/4" = 1'-0"

ORDINANCE NO. 17 - _____

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

1 **WHEREAS**, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida
2 Statutes, provide municipalities the authority to exercise any power for municipal purposes,
3 except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

4 **WHEREAS**, a request has been submitted to consider the revision of the Sign Code to
5 permit ground-affixed letter or number signs subject to certain requirements; and

6 **WHEREAS**, the Town Commission does not wish to censor speech, but rather to provide for
7 the public welfare by regulating signage in the Town in a manner that enhances the aesthetics of
8 the community, reduces visual pollution, provides clear information and minimizes distractions to
9 drivers in the interests of traffic safety; and

10 **WHEREAS**, sign regulation to advance the governmental purpose of aesthetics has long been
11 upheld by the state and federal courts; and

12 **WHEREAS**, Article II, Section 7 of the Florida Constitution provides that “[i]t shall be the
13 policy of the state to conserve and protect its natural resources and scenic beauty. . . .” A beautiful
14 environment preserves and enhances the desirability of the Town as a place to live and to do business
15 and implementing the Florida Constitution is a compelling governmental interest; and

16 **WHEREAS**, Florida law requires local governments to adopt comprehensive plans and
17 implement them through land development regulations (also known as zoning regulations) and
18 approval of development orders that are consistent with the comprehensive plan. See Part II of
19 Chapter 163, Florida Statutes. Florida law specifically requires that the Town adopt sign regulations.
20 See Section 163.3202(2)(f), Florida Statutes and the Town finds that complying with state law is a
21 compelling governmental interest; and

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

22 **WHEREAS**, the Town’s Comprehensive Plan has numerous provisions that require the Town
23 to ensure the aesthetic character of the Town and to ensure traffic safety on roads within the Town
24 through the regulation of signs and implementing the Town Comprehensive Plan is a compelling
25 governmental interest; and

26 **WHEREAS**, the Town Commission finds that the proposed request creates an aesthetically
27 pleasing format and display conducive to the wayfinding needs of the community; and

28 **WHEREAS**, the Planning and Zoning Board, as the local planning agency for the Town,
29 held its hearing on the proposed amendment on _____, 2017 with due public notice and
30 input; and

31 **WHEREAS**, the Town Commission held its first public hearing on November 14, 2017 of
32 the proposed amendments to the Code of Ordinances having complied with the notice
33 requirements by the Florida Statutes; and

34 **WHEREAS**, the Town Commission has conducted a second duly noticed public hearing on
35 these regulations on _____, 2017 as required by law on and further finds the
36 proposed change is consistent with the Comprehensive Plan and in the best interest of the
37 community.

38
39 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF**
40 **THE TOWN OF SURFSIDE, FLORIDA¹:**

41
42 **Section 1. Recitals.** The above Recitals are true and correct and are incorporated herein by
43 this reference:

44
45 **Section 2. Town Code Amended.** Section 90-2. – “Definitions” of the Surfside Town
46 Code of Ordinances is hereby amended and shall read as follows¹:

47 **ARTICLE VI. – SIGNS**

48
49 * * *

50
51 **Sec. 90-69. Definitions**

52
53 Words and terms not defined shall be interpreted in accord with the normal dictionary meaning
54 and the customary usage of the word shall apply.

55
56 *Area: The entire perimeter of a sign which encloses visually communicative copy such as*

¹ Additions to the text are shown in underline. Deletions to the text are shown in ~~strike through~~.

57 *letters, symbols, or logos, including the advertising surface and any framing, trim, or molding*
58 *including the supporting structure.*

59 *Area of a ground-affixed letter or number sign: The square footage of a ground-affixed letter*
60 *or number sign shall be the aggregate surface area of all letters and numbers comprising the*
61 *sign, based only on the principal surface of the sign and excluding any supporting structure.*
62 *No fictional border or frame shall be imputed to the area size.*

63 * * *

64 *Ground-affixed letter or number sign: A sign using letters and/or numbers in which each letter*
65 *or number is affixed to the ground and which has no frame or border surrounding the letters or*
66 *numbers.*

67 * * *

68 **Sec. 90-73. - Permanent signs by district.**

69 * * *

70 (b) *H30C, H40, MU and H120 zoning districts.*

71 (1) Signage on the outside of a hotel, multifamily building, or other similar structure
72 which identifies a secondary business within the same structure is prohibited.
73 Supplemental signs as permitted in this subsection shall be exempt from this
74 requirement.

75 (2) *Content.* Commercial signs may only include the trade name, logo of the
76 establishment, the nature of business or services rendered, or the products sold on the
77 premises, except as otherwise provided in this Code. Signs may not include any
78 reference to rates.

79 (3) *Permitted signs.*

80 a. *Individually-mounted letter sign.* Permitted as under the requirements of [section](#)
81 [90-73\(a\)\(3\)b.](#), except total sign area for multi-family dwellings within the H30C
82 and H40 districts shall not exceed 75 square feet.

83 b. *Monument sign.* One monument sign shall be permitted per street frontage. The
84 maximum sign area shall not exceed 25 square feet. The maximum height shall
85 not exceed five feet from the ground. Signs shall maintain a five-foot setback
86 from all property lines and no portion shall be permitted to project within this
87 five-foot setback area. Signs are required to be landscaped at the base. Signs may
88 be internally or externally illuminated.

89 c. *Supplemental sign.* A sign for any establishment reading "Office," "Vacancy,"
90 "Private Beach," "Swimming Pool," "Cabanas," "Coffee Shop," "Restaurant," or

91 other such wording shall be considered a supplemental sign. Such signs shall be
92 limited to three square feet in size; except in the H120 district, a hotel with a
93 restaurant may display an individual sign not to exceed five square feet in size
94 containing the name of the restaurant. The total combined square footage of
95 individual supplemental signs shall not exceed eight square feet per main
96 building. Such signs shall not be included in calculating the total maximum sign
97 area for the lot. Signs shall be dignified in character and shall be restricted to the
98 wording described above.

99 d. *Parking sign.* Parking signs not over four square feet in size may be erected at
100 each exit or entrance of parking lots serving buildings in these zoning districts.
101 Such signs may be illuminated by indirect lighting only. Lettering on these signs
102 shall be limited to the name and address of the primary business, multifamily
103 building or hotel, and the words "Entrance" or "Entrance Only," "Exit" or "Exit
104 Only," "Parking," "Resident Parking," "Guest Parking," "Visitor Parking,"
105 "Private Parking," "Valet Parking," or "Customer Parking."

106 e. *Emergency address sign.* Buildings on the east side of Collins Avenue abutting
107 the beach walking path shall be required to provide an emergency address sign
108 identifying the name and address of the building. Sign shall be mounted on a free-
109 standing post not to exceed 18 inches in height and 24 inches in width. Address
110 letters and numbers shall not exceed two inches in height and name shall not
111 exceed one inch in height. Sign material shall be weatherproof and reflective so
112 as to be clearly visible at night.

113 f. *Electric vehicle charging station sign.* A sign shall be posted at the electric
114 vehicle charging station stating "Electric Vehicle Charging Station." Signs shall
115 be no greater than 24 inches wide by 18 inches high. Color and letter size
116 specifications shall meet the Manual on Uniform Traffic Control Devices
117 (MUTCD) requirements for sign designation (electric vehicle charging).

118 g. *Ground-affixed letter or number sign.* The total area of each ground-affixed
119 letter or number sign shall not exceed 20 square feet. The height of each sign
120 shall not exceed five feet from the ground. The depth of each sign shall not
121 exceed one foot. The total area of all such signs for each property shall not
122 exceed 20 square feet.

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

126 **Section 4. Inclusion in the Code.** It is the intention of the Town Commission, and it is
127 hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of
128 Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to
129 accomplish such intentions; and the word "Ordinance" may be changed to "Section" or other
130 appropriate word.

131
132 **Section 5. Conflicts.** Any and all Ordinances and Resolutions or parts of Ordinances or
133 Resolutions in conflict herewith are hereby repealed.

134
135 **Section 6. Effective Date.** This ordinance shall become effective upon adoption.

136
137 **PASSED and ADOPTED** on first reading this 14th day of November, 2017.

138
139 **PASSED and ADOPTED** on second reading this _____ day of _____, 2017.

140
141
142 On Final Reading Moved by: _____

143
144 On Final Reading Second by: _____

145
146
147 **FINAL VOTE ON ADOPTION:**
148 Commissioner Daniel Gielchinsky _____
149 Commissioner Michael Karukin _____
150 Commissioner Tina Paul _____
151 Vice Mayor Barry Cohen _____
152 Mayor Daniel Dietch _____

153
154
155
156 _____
157 Daniel Dietch, Mayor

158 **ATTEST:**
159
160 _____
161 Sandra Novoa, MMC, Town Clerk

162
163 **APPROVED AS TO FORM AND LEGALITY FOR THE USE**
164 **AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

165
166 _____
167 Weiss Serota Helfman Cole and Bierman, P.A.
168 Town Attorney



Town of Surfside Commission Communication

Agenda Item #: 5A

Agenda Date: November 14, 2017

Subject: FY 2016-2017 Budget Amendment Resolution No. 2

Background: 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 encumbrances for which there is not sufficient appropriation.

The Town Commission monitors the budget to actual summary at the fund level monthly on each agenda. The Town Manager is authorized by the Charter to make adjustments within funds so 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 2016-2017 annual budget and to recognize changes in revenues and expenditures/expenses that differ from the adopted budget.

The attached document represents the amendment which is proposed to ensure compliance with State law, Town Charter and sound financial management practices.

Analysis: Staff has revisited and reviewed FY 2016-2017 approved revenues and expenditures/expenses. The recommended change to the FY 2016-2017 annual budget is as follows:

CAPITAL PROJECTS FUND (Attachment A)

The Capital Projects Fund is being amended to reflect Developer Contributions for various Parks & Recreation and Public Works projects (\$295,000); and to appropriate funds in FY 2016-2017 for the Town's support of a regional hybrid skatepark and pumptrack initiative in Haulover Park (\$50,000) approved by Resolution No. 17-2433.

BUILDING FUND (Attachment A)

The Building Fund is being amended to record additional building permit fee revenues collected (\$600,000).

WATER AND SEWER FUND (Attachment B)

The Water and Sewer Fund is being amended to record utility fee revenues in excess of the original budget (\$161,192) which will fund water purchases/sewer disposal additional needs; and to reflect the appropriation of rate stabilization funds due to deferment of implementing a rate study (\$344,374) and the balance of water purchases/sewer disposal additional needs (\$66,446).

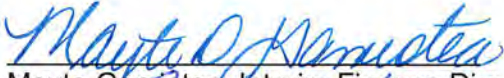
STORMWATER FUND (Attachment B)

The Stormwater Fund is being amended to appropriate funds for the purchase of Tideflex Checkmate Valves (\$45,280) approved in Resolution No. 17-2432.

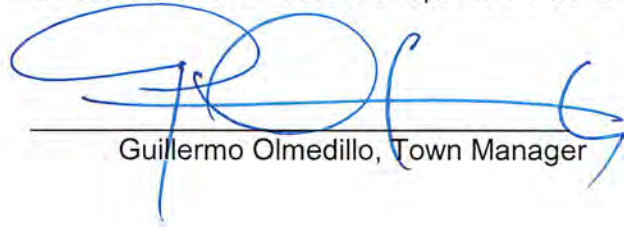
Budget Impact: Adoption of this resolution will amend the FY 2016-2017 annual budget for estimated revenues and expenditures/expenses in the Capital Projects Fund, Building Fund, Water and Sewer Fund, and the Stormwater Fund; and affect the fund balances (reserves).

Staff Impact: No impact to staff is required to re-balance the budget and meet the Town's fiduciary responsibilities.

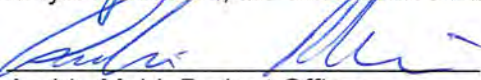
Recommendation: It is recommended that the Surfside Town Commission adopt the FY 2016-2017 budget amendment resolution.



Mayte Gamio-tea, Interim Finance Director



Guillermo Olmedillo, Town Manager



Andria Meiri, Budget Officer

RESOLUTION NO. 17 - _____

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

WHEREAS, the Town of Surfside ("Town") adopted Resolution No. 16-2397 on September 27, 2016 approving the budget for Fiscal Year 2016-2017 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 Capital Projects Fund, Building Fund, Water and Sewer Fund and Stormwater 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, this Resolution amends the Fiscal Year 2016-2017 annual budget as set forth in Attachments "A" and "B" attached hereto; and

WHEREAS, it is in the best interest of the Town to approve and adopt the amended budget for Fiscal Year 2016-2017 providing for amendments to the Capital Projects Fund, Building Fund, Water and Sewer Fund, and Stormwater Fund, as set forth in Attachments "A" and "B" attached hereto.

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

Section 1. Recitals. That the above and foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Approval and Authorization. The Town Commission hereby approves and authorizes the amended budget for Fiscal Year 2016-2017, as set forth in Attachments "A" and "B" hereto.

Section 3. Implementation. The Town Manager and/or his designees are hereby authorized to take any and all action necessary to implement this Resolution and the amended budget for Fiscal Year 2016-2017.

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

PASSED AND ADOPTED this 14th day of November 2017.

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION

Commissioner Daniel Gielchinsky _____

Commissioner Michael Karukin _____

Commissioner Tina Paul _____

Vice Mayor Barry Cohen _____

Mayor Daniel Dietch _____

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, MMC, Town Clerk

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

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

**TOWN OF SURFSIDE
BUDGET AMENDMENT
ATTACHMENT A**

Fiscal Year: 2016/2017
 BA # 2 Budget Amendment
 Fund Nos. 301 Capital Projects Fund
 150 Building Fund

11/14/2017

Account Number	Account Description	Justification	Original/ Adjusted Budget	Increase	Decrease	Adjusted Budget
CAPITAL PROJECTS FUND						
REVENUES						
301-0000-389-8000:8061	Developer Contributions	Adjust to estimated contributions	\$0	\$295,000		\$295,000
301-0000-392-0000	Reappropriated Fund Balance	Appropriation of funds for balance of interlocal skatepark contribution	527,568	\$40,000		567,568
TOTAL	CAPITAL PROJECTS FUND REVENUES		\$ 527,568	\$335,000	\$ -	\$ 862,568
EXPENDITURES						
301-4400-572-8110	Skate Park Contribution		0	\$50,000		\$ 50,000
301-4400-572-9910	Contingency Reserves	Adjustment for increase in reserves	0	\$285,000		\$ 285,000
TOTAL	CAPITAL PROJECTS FUND EXPENDITURES		\$ -	\$335,000		\$ 335,000
BUILDING FUND						
REVENUES						
150-0000-322-1000	Building Permits	Additional permit fee revenue	\$ 260,000	\$600,000		860,000
150-2500-524-9910	Reserves/Contingency	Increase to reserves from additional revenues	\$ 872,543	\$600,000		1,472,543
TOTAL	BUILDING FUND REVENUES		\$ 872,543	\$1,200,000	\$ -	\$ 2,072,543

Requested by:

Budget Officer

Approved:

Finance Director

Approved:


Town Manager


**TOWN OF SURFSIDE
BUDGET AMENDMENT
ATTACHMENT B**

Fiscal Year: 2016/2017
 BA # 2 Budget Amendment
 Fund No. 401 Water & Sewer Fund
 Fund No. 404 Stormwater Fund

11/14/2017

Account Number	Account Description	Justification	Current Budget	Increase	Decrease	Adjusted Budget
REVENUES						
401-0000-343-3000	Water Utility Service Revenue	Revenues in excess of budget	1,545,000	76,395		1,621,395
401-0000-343-5000	Wastewater Utility Service Revenue	Revenues in excess of budget	1,467,750	84,797		1,552,547
401-9900-536-9910	Contingency/Reserves	Increase to reserves from revenue adjustment	0	161,192		161,192
401-0000-343-5020	Sewer/Wastewater Revenue - Rate Study Contingency	Rate study implementation deferred to outer years	344,374		344,374	0
401-0000-391-1010	Use of Rent Stabilization	Appropriate funds for FY 2017 needs from rate study implementation deferment	0	344,374		344,374
401-0000-391-1010	Use of Rent Stabilization	Appropriate funds for water purchases and sewer disposal additional needs	344,374	69,446		413,820
401-9900-536-9910	Contingency/Reserves	Increase for water purchases and sewer disposal additional needs	161,192	69,446		230,638
TOTAL	WATER AND SEWER FUND REVENUES		3,862,690	805,650	344,374	4,323,966
EXPENDITURES						
401-9900-536-3401	Water Purchases	Adjustment for estimated FY 2017 purchases	502,213	97,301		599,514
401-9900-536-3402	Sewage Disposal	Adjustment for estimated FY 2017 purchases	967,655	133,337		1,100,992
401-9900-536-9910	Contingency/Reserves	Use of reserves for water purchases and sewer disposal costs in excess of original budget	230,638		230,638	0
TOTAL	WATER AND SEWER FUND EXPENDITURES		1,700,506	230,638	230,638	1,700,506
STORMWATER FUND						
REVENUES						
404-0000-391-1000	Appropriated Unrestricted Net Assets	Appropriate funds for the purchase of Tideflex Checkmate Valves Reso 17-2432	179,143	45,280		224,423
404-5500-538-9910	Contingency/Reserve Replenishment	Increase to contingency to fund purchase of Tideflex Checkmate Valves	0	45,280		45,280
TOTAL	STORMWATER FUND REVENUES		179,143	90,560	0	269,703
EXPENDITURES						
404-5500-538-4603	Equipment Maintenance	Tideflex checkmate valves - Reso 17-2432	15,000	45,280		60,280
404-5500-538-9910	Contingency/Reserve Replenishment	Use of contingency for equipment maintenance needs	45,280		45,280	0
TOTAL	STORMWATER FUND EXPENDITURES		60,280	45,280	45,280	60,280

Requested by: 
 Budget Officer

Approved: 
 Finance Director

Approved: 
 Town Manager



Town of Surfside Commission Communication

Agenda Item # 5B

Agenda Date: November 14, 2017

Subject: Appropriation of Resort Tax Fund Balance (Reserves)

Background: The Tourist Board, at their November 6, 2017 meeting, approved the allocation of \$115,000 in Resort Tax funds from their available reserves for post-hurricane marketing activities. Their decision was based on the negative tourism effects from Hurricane Irma. This situation was highlighted in a Miami Herald article, "Industry fighting image of a ravaged Miami" published on September 25, 2017. (<http://www.miamiherald.com/news/weather/hurricane/article175062166.html>). This article states that, according to STR data, Miami-Dade hotel occupancy is down 40-60%, which is echoed by Surfside hotels. An injection of additional marketing funding now will help bring the Town of Surfside back to top of mind for prospective travelers. Proposed post-hurricane marketing activities include:

- Conde Nast Traveler Digital Media Package
- 2-Day Paddleboard Event in February, 2018
- Visit Surfside Uptown Beachtown Campaign Photoshoot

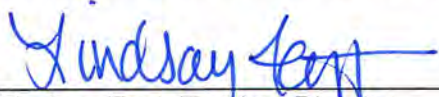
These items are supplemental to the FY 2017-2018 Marketing plan as part of a multi-pronged approach.

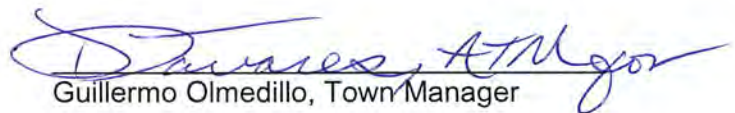
Analysis: As these marketing activities and expenses were not originally budgeted for the Tourist Bureau as part of the FY 2017-2018 Budget, there are insufficient funds to accommodate the necessary additional post hurricane marketing activities. Therefore the funds need to be appropriated from the Resort Tax Fund Balance (Reserves). As this is an extraordinary situation, the reserves are a suitable funding source to facilitate this essential tourism industry response.

Budget Impact: \$115,000 from the Resort Tax Fund Balance (Reserves), which has an approximate unaudited balance in excess of \$300,000., as an amendment to the Town's approved budget for FY 2017-2018.

Staff Impact: N/A

Recommendation: The administration and Tourist Board recommends that the Town Commission approve this amendment to the Town's budget for Fiscal Year 2017-2018.


Lindsay Fast, Tourism Director


Guillermo Olmedillo, Town Manager


Mayte D. Gamiotea, Acting Finance Director

RESOLUTION NO. 17-_____

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

WHEREAS, Hurricane Irma made landfall in South Florida as a major hurricane, disrupting and impacting business operations and tourism; and

WHEREAS, the aftermath of Hurricane Irma has resulted in negative tourism effects in South Florida, including the Town, and reduced hotel occupancy; and

WHEREAS, the Tourist Board, at its November 6, 2017 meeting, approved the allocation of \$115,000.00 in Resort Tax funds from available reserves held in the Resort Tax Fund Balance to be allocated to the Tourist Board Fiscal Year 2017-2018 operational budget for the funding of post-hurricane marketing activities to facilitate essential tourist industry response; and

WHEREAS, the current budget for the Tourist Board for Fiscal Year 2017-2018 does not have sufficient funds for post-hurricane marketing activities, thereby necessitating a budget amendment and appropriation of funds in the amount of \$115,000.00 from the Resort Tax Fund Balance Reserve account to the Tourist Board promotional activities account; and

WHEREAS, the Town Commission finds that the budget amendment and appropriation and release of reserve funds to the Tourist Board is in the best interest of tourism and economic development.

NOW, THEREFORE, BE IT RESOLVED by the TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

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

Section 2. Authorization to Amend the Fiscal Year 2017-2018 Tourist Resort Fund Annual Budget and Appropriate and Expend Reserve Funds. The Town Commission hereby authorizes an amendment to the Fiscal Year 2017-2018 Tourist Resort Fund Annual Budget to appropriate and release reserve funds in the amount of \$115,000.00 to the Tourist Board promotional activities account; in order to expend funds for post-hurricane marketing activities.

Section 3. Implementation. The Town Manager and/or his designees are hereby authorized to take any and all action necessary to implement this Resolution and accomplish the budget amendment, appropriation and release of funds.

Section 3. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 14th day of November, 2017.

Motion by _____.
Second by _____.

FINAL VOTE ON ADOPTION:

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

DANIEL DIETCH, MAYOR

ATTEST:

SANDRA NOVOA, MMC, Town Clerk

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

Town Attorney



Town of Surfside Commission Communication

Agenda Item # 5C

Agenda Date: November 14, 2017

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

Objective – Approval of work authorization No. 102 and No. 106 to Calvin, Giordano & Associates, Inc. for the following items related to the Traffic Signal Modifications along Harding Avenue at 88th Street, 93rd Street, 94th Street and 95th Street. Approval of work authorization No. 108 for the feasibility study for Abbott Avenue and 95th Street.

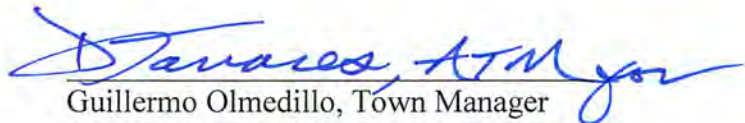
- Work Authorization No. 102 in the amount of \$30,756.41- Design and Permitting services related to the design modifications to the intersection of Harding Avenue and 95th Street in the Town of Surfside. These services include incorporating the modifications to the travel lanes for the eastbound approach resulting from the development approval from the Shul and the pavement marking modifications on the westbound approach. The intersection traffic analysis for this intersection will be performed as part of work authorization #106.
- Work Authorization No. 106 in the amount of \$14,200.62- These supplemental services to approved work authorization #103 include the pre and post traffic analysis for the signalized intersections of 88th Street, 93rd Street, 94th Street and 95th Street at Harding Avenue in the Town of Surfside. These traffic engineering services are related to the post design services for the Surfside Traffic Signal Improvements (traffic loops).
- Work Authorization No. 108 in the amount of \$20,149.58- Traffic engineering services related to traffic analysis of the roadway network surrounding and including the intersection of Abbott Avenue and 95th Street. The analysis will focus on operational issues associated with the closure of westbound traffic on 95th Street at Abbott Avenue. The traffic analysis will evaluate the subject intersection and the impact to the adjacent road segments including Abbott

Avenue/Harding Avenue/Collins Avenue between 95th Street and 96th Street and 94th Street/95th Street/96th Street between Collins Avenue and Harding Avenue.

Consideration – Work authorization No. 102 an No. 106 has been brought forward at the request of the Town Commission during discussion of the Traffic Signal Modifications Post Design Services Resolution (Work authorization No. 103) which was presented at the May 9, 2017 Commission meeting. Work Authorization No. 108 has been brought forward in order to evaluate the traffic operations at the intersection of Abbott Avenue and 95th Street.

Recommendation – It is recommended that the Commission approve the resolution for these three work authorizations to allow the Traffic Signal Modifications project to proceed with the requirements for the traffic analysis and alternatives scope of work at Abbott Avenue and 95th Street.

Prepared By: Erci Czerniechewski
Calvin Giordano & Associates


Guillermo Olmedillo, Town Manager

RESOLUTION NO. _____

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

WHEREAS, pursuant to Section 287.055, Florida Statutes (“Consultants’ Competitive Negotiation Act), the Town of Surfside (“Town”) entered into a Continuing Professional Services Agreement (the “Agreement”) with Calvin Giordano & Associates, Inc. (“Consultant”) for professional general engineering services on October 6, 2014; and

WHEREAS, in accordance with the provisions of the Agreement, Consultant and the Town have agreed to enter into three (3) Work Authorizations (collectively, “Work Authorizations”) for traffic signal modifications to intersections along Harding Avenue and Abbott Avenue and 95th Street, specifically: (1) Work Authorization No. 102 for traffic signal modifications, including engineering design and analysis services for the intersection of Harding Avenue and 95th Street, in an amount not to exceed \$30,756.4, attached hereto as Exhibit “A”; (2) Work Authorization No. 106 for traffic signal modifications traffic analysis, including pre-post construction traffic analysis of four intersections on Harding Avenue, in an amount not to exceed \$14,200.62, attached hereto as Exhibit “B”; and (3) Work Authorization No. 108 for a traffic feasibility study for Abbott Avenue and 95th Street, including traffic analysis and modeling of road closures for 95th Street and Abbott Avenue, in an amount not to exceed

\$20,149.58, attached hereto as Exhibit “C” (collectively, the “Services”); and

WHEREAS, the Work Authorizations attached as Exhibits “A”, “B” and “C” provide for a scope of services detailing the Services to be provided by Consultant, as well as a schedule or time for performance and compensation for the Services; and

WHEREAS, Consultant has agreed to provide the Services described in the Work Authorizations to be entered into with the Town; and

WHEREAS, the Town Commission finds that approval of the Work Authorizations between Consultant and the Town are in the best interest of the Town and traffic efficiency and safety. .

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

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

Section 2. Approval of Work Authorizations. The Work Authorizations between the Consultant and the Town to provide the Services, attached hereto as Exhibits “A”, ”B” and “C”, are hereby approved, and the Town Manager is authorized to execute the Work Authorizations.

Section 3. Authorization of Town Officials. The Town Manager and/or his designee are authorized to take all actions necessary to implement the terms and conditions of the Work Authorizations.

Section 4. Authorization to Fund Expenditure. The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Work Authorizations.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 14th day of November, 2017.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION

Commissioner Daniel Gielchinsky _____

Commissioner Michael Karukin _____

Commissioner Tina Paul _____

Vice Mayor Barry Cohen _____

Mayor Daniel Dietch _____

Attest:

Daniel Dietch, Mayor

Sandra Novoa, MMC
Town Clerk

Approved as to Form and Legal Sufficiency:

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



November 3, 2017

Mr. Guillermo Olmedillo
Town Manager
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

RE: Work Authorization No. 102
Surfside Traffic Signal Modifications
CGA Proposal No. 15-8083.1

Dear Mr. Olmedillo,

Enclosed for your review and approval is Work Authorization No. 102 for Surfside Traffic Signal Modifications. The scope of the project includes engineering design and analysis services for the intersection at Harding Ave & 95th Street.

The Scope of Services to be furnished under this Work Authorization includes Surveying and Traffic Engineering as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed \$30,756.41.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Chris Giordano
Vice President

- Building Code Services
- Civil Engineering / Roadway & Highway Design
- Coastal Engineering
- Code Enforcement
- Construction Engineering & Inspection (CEI)
- Construction Services
- Data Technologies & Development
- Electrical Engineering
- Engineering
- Environmental Services
- Facilities Management
- Geographic Information Systems (GIS)
- Governmental Services
- Indoor Air Quality
- Landscape Architecture
- Planning
- Project Management
- Redevelopment & Urban Design
- Surveying & Mapping
- Traffic Engineering
- Transportation Planning
- Water / Utilities Engineering
- Website Development

1800 Eller Drive
Suite 600
Fort Lauderdale, FL
33316
954.921.7781 phone
954.921.8807 fax

www.cgasolutions.com

TOWN OF SURFSIDE

Surfside Traffic Signal Modifications

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc. is pleased to submit this proposal for professional traffic engineering services related to the design modifications to the intersection of Harding Avenue and 95th Street in the Town of Surfside. These services include incorporating the modifications to the travel lanes for the eastbound approach resulting from the development approval from the Shul and the pavement marking modifications on the westbound approach. The intersection traffic analysis for this intersection will be performed as part of work authorization #106. The specific traffic engineering services offered herein are outlined below.

I. Professional Engineering Services

A. Traffic Engineering

1. CGA will provide traffic signal design services related to the modification of the existing traffic signal and pavement markings at the intersection of Harding Avenue and 95th Street. Signalization Plans and Pavement Marking and Signage Plans will be in accordance with the FDOT Roadway Design Standards, FDOT Standard Modifications for Road and Bridge Construction and the Manual of Uniform Traffic Control Devices. CGA will provide the following scope of services:
 - CGA traffic engineers will evaluate the current location of the existing traffic signal heads serving the eastbound and westbound traffic movements at the 95th Street and Harding Avenue intersection. CGA traffic engineers will determine if the signal head placement is adequate and meets the requirements of the Manual of Uniform Traffic Control Devices (MUTCD). Recent changes were made to the pavement markings for eastbound traffic on 95th Street. There are also future pavement marking changes proposed for westbound 95th Street at Harding Avenue. Structural design services are excluded from this proposal.

- CGA traffic engineers will prepare signalization plans, roadway plans and pavement marking and signage plans which will incorporate the most recent modifications to the eastbound traffic lanes on 95th Street and future changes to the westbound lanes approaching the Harding Avenue signalized intersection. These plans will also include traffic signal loops detectors and related signal infrastructure to accommodate the new traffic operations of the signalized intersection. The design plans will be limited to 100' east and west of the Harding Avenue intersection to the existing alleys on both approaches.
- CGA traffic engineers will coordinate with regulatory agencies including the Florida Department of Transportation and the Miami Dade Public Works Traffic Signals and Signs Division to secure plan approvals and permits for construction. This scope of services includes a maximum of four meetings with the Town and/or permit agencies. Any agency fees associated with the permits are the responsibility of the Client and are excluded from this proposal.
- Note: This scope of services does not include completing subsurface utility exploration services. The subsurface utility exploration services and final utility clear letters will be a responsibility of the Contractor.
- Note: Bidding Assistance and Construction Administration services have not been included in this scope of services. The Bidding Assistance and Construction Administration services will be completed as part of the previously approved work authorization number 103.

II. Professional Surveying Services

- A. CGA will collect the striping modifications to the lane assignments on the east and west legs of 95th Street at the intersection of Harding Avenue as well as extend the existing survey 100-feet east of the alley east of Harding Avenue. CGA will also map the locations of the three mast arms, the mast arm signal heads and mast arm street signs. The new striping locations will be added to the existing survey.

2. BASIS OF COMPENSATION:

Hourly rates with an estimated fee of \$29,291.82 plus reimbursables at \$1,464.59 with a total not to exceed amount of \$30,756.41. Payments to be made monthly.

3. SUBMITTED

Submitted by: 
Chris Giordano

Date: 11/2/17

4. APPROVAL

Approved by: _____
Guillermo Olmedillo, Town
Manager

Date: _____

**TOWN OF SURFSIDE
 WORK AUTHORIZATION ESTIMATE DATE**

WORK AUTHORIZATION NO. 102
PROJECT NAME Surfside Traffic Signal Modifications
 CGA Proposal No. 15-8083.1
DESCRIPTION engineering design and analysis services for the
 intersection at Harding Ave & 95th Street

TITLE	RATE	HOURS/UNITS	COST
Director Engineering V	\$159.14	44	\$7,002.16
Eng Sr CADD Tech Manager	\$106.09	78	\$8,275.02
Project Manager IV	\$137.92	72	\$9,930.24
Sr. Registered Surveyor	\$137.92	3	\$413.76
Survey CADD Technician	\$84.87	12	\$1,018.44
Survey Crew	\$132.61	20	\$2,652.20
			\$29,291.82

SUB-CONSULTANTS	COST
------------------------	-------------

LABOR SUBTOTAL	\$29,291.82
REIMBURSABLE SUBTOTAL	\$1,464.59
TOTAL	\$30,756.41

Reviewed by: _____
 Guillermo Olmedillo, Town Manager



November 3, 2017

Mr. Guillermo Olmedillo
Town Manager
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

RE: Work Authorization No. 106
Surfside Traffic Signal Modifications – Traffic Analysis
CGA Proposal No. 15-8083.3

Dear Mr. Olmedillo,

Enclosed for your review and approval is Work Authorization No. 106 for Surfside Traffic Signal Modifications- Traffic Analysis. The scope of the project includes Pre-Post Construction Traffic Analysis of four intersections on Harding Avenue.

The Scope of Services to be furnished under this Work Authorization includes Traffic Engineering as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed \$14,200.62.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Chris Giordano
Vice President

- Building Code Services
- Civil Engineering / Roadway & Highway Design
- Coastal Engineering
- Code Enforcement
- Construction Engineering & Inspection (CEI)
- Construction Services
- Data Technologies & Development
- Electrical Engineering
- Engineering
- Environmental Services
- Facilities Management
- Geographic Information Systems (GIS)
- Governmental Services
- Indoor Air Quality
- Landscape Architecture
- Planning
- Project Management
- Redevelopment & Urban Design
- Surveying & Mapping
- Traffic Engineering
- Transportation Planning
- Water / Utilities Engineering
- Website Development

1800 Eller Drive
Suite 600
Fort Lauderdale, FL
33316
954.921.7781 phone
954.921.8807 fax

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TOWN OF SURFSIDE

Surfside Traffic Signal Modifications- Traffic Analysis

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc. is pleased to submit this proposal for professional traffic engineering services related to the post design services for the Harding Avenue and 95th Street intersection in the Town of Surfside. These supplemental services to approved work authorization #103 include the pre and post traffic analysis for the signalized intersections of 88th Street, 93rd Street, 94th Street and 95th Street at Harding Avenue in the Town of Surfside. The specific traffic engineering services offered herein are outlined below.

I. Professional Engineering Services

A. Traffic Engineering

1. Surfside Traffic Signal Modifications

- Traffic Data Collection- Manual Turning Movement Counts will be collected during the morning (7:00 - 9:00 AM) and afternoon (4:00 - 6:00 PM) peak hour period at the following intersections before and after the traffic signal loop installation.
 - Harding Avenue and 88th Street
 - Harding Avenue and 93rd Street
 - Harding Avenue and 94th Street
 - Harding Avenue and 95th Street

- Additional Traffic Data Collection- CGA traffic engineers will collect current signal timing sheets from Miami-Dade County Traffic Engineering Department and peak season correction factors from Florida Department of Transportation in order to adjust the raw traffic counts to reflect average annual traffic for typical weekday conditions.
- Existing Conditions Analysis- Synchro9.1 micro-simulation software will be used to analyze the existing operational conditions of the subject intersections before and after the traffic signal loop installation during the AM and PM peak periods. Synchro9.1 will be used to code the network and SimTraffic will be used for the simulation portion of the analysis. The delay and level of service for each movement, approach and overall intersection will be determined according to Highway Capacity Manual 2000 (HCM 2000) methodology, along with the 95th percentile queue length for each movement. The Synchro9.1 model will be developed based upon the guidelines recommended by FHWA in Traffic Analysis Toolbox Volume III —Guidelines for Applying Traffic Microsimulation Modeling Software (July 2004).
- The supplemental traffic analysis will be documented and summarized in memorandum format. This scope of services includes one update of the memorandum after the traffic signal improvements are complete. CGA traffic engineers will attend one public meeting to go over the results with Town Staff and Council.

2. BASIS OF COMPENSATION:

Hourly rates with an estimated fee of \$13,524.40 plus reimbursables at \$676.22 with a total not to exceed amount of \$14,200.62. Payments to be made monthly.

3. SUBMITTED

Submitted by:



Chris Giordano

Date:

11/2/17

Work Authorization No. 106
November 3, 2017
Calvin, Giordano & Associates, Inc. Proposal No. 15-8083.3

4. APPROVAL

Approved by: _____ Date: _____
Guillermo Olmedillo, Town
Manager

**TOWN OF SURFSIDE
 WORK AUTHORIZATION ESTIMATE DATE**

WORK AUTHORIZATION NO. 106
PROJECT NAME Surfside Traffic Signal Modifications- Traffic Analysis
 CGA Proposal No. 15-8083.3
DESCRIPTION Pre-Post Construction Traffic Analysis of four intersections on Harding Avenue

TITLE	RATE	HOURS/UNITS	COST
Director Engineering V	\$159.14	28	\$4,455.92
Project Manager IV	\$137.92	44	\$6,068.48
			\$10,524.40

SUB-CONSULTANTS	COST
Consultant	\$3,000.00
\$3,000.00	

LABOR SUBTOTAL	\$13,524.40
REIMBURSABLE SUBTOTAL	\$676.22
TOTAL	\$14,200.62

Reviewed by: _____
 Guillermo Olmedillo, Town Manager



November 7, 2017

Mr. Guillermo Olmedillo
Town Manager
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

RE: Work Authorization No. 108
Traffic Feasibility Study for Abbott Avenue and 95th Street
CGA Proposal No. 17-9832

Dear Mr. Olmedillo,

Enclosed for your review and approval is Work Authorization No. 108 for Traffic Feasibility Study for Abbott Avenue and 95th Street. The scope of the project includes Traffic Analysis and Modeling of road closure of 95th Street and Abbott Avenue.

The Scope of Services to be furnished under this Work Authorization includes Traffic Engineering as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed \$20,149.58.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Chris Giordano
Vice President

- Building Code Services
- Civil Engineering / Roadway & Highway Design
- Coastal Engineering
- Code Enforcement
- Construction Engineering & Inspection (CEI)
- Construction Services
- Data Technologies & Development
- Electrical Engineering
- Engineering
- Environmental Services
- Facilities Management
- Geographic Information Systems (GIS)
- Governmental Services
- Indoor Air Quality
- Landscape Architecture
- Planning
- Project Management
- Redevelopment & Urban Design
- Surveying & Mapping
- Traffic Engineering
- Transportation Planning
- Water / Utilities Engineering
- Website Development

1800 Eller Drive
Suite 600
Fort Lauderdale, FL
33316
954.921.7781 phone
954.921.8807 fax

www.cgasolutions.com

TOWN OF SURFSIDE

Traffic Feasibility Study for Abbott Avenue and 95th Street

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc. is pleased to submit this proposal for professional traffic engineering services related to the traffic analysis and feasibility study for the intersection of 95th Street and Abbott Avenue. The specific traffic engineering services offered herein are outlined below.

I. Professional Engineering Services

A. Traffic Engineering

1. CGA traffic engineers will conduct a Traffic Analysis of the roadway network surrounding the intersection of Abbott Avenue and 95th Street. The analysis will focus on operational issues associated with the closure of westbound traffic on 95th Street at Abbott Avenue. The traffic analysis will evaluate the subject intersection and the impact to the adjacent road segments including Abbott Avenue/Harding Avenue/Collins Avenue between 95th Street and 96th Street and 94th Street/95th Street/96th Street between Collins Avenue and Harding Avenue. The traffic analysis will include the following tasks:
 - CGA traffic engineers will collect am and pm peak hour manual turning movement counts at the following intersections: Byron Avenue and 95th Street, Byron Avenue and 94th Street, Abbott Avenue and 95th Street and Abbott Avenue and 94th Street.

- CGA traffic engineers will utilize recently collected am and pm peak hour manual turning movement counts available from FDOT for the intersections of 96th Street and Byron Avenue, 96th Street and Abbott Avenue and 96th Street and Harding Avenue. CGA traffic engineers will also utilize recently collected am and pm peak hour manual turning movement counts at 95th Street and Harding Avenue and 94th Street and Harding Avenue.

- CGA traffic engineers will conduct a review of traffic circulation throughout the study area during the am and pm peak periods. Aerial drone images and videos will be collected during the identified peak 15 minute period at this key intersection in order to capture existing traffic operational issues.

- CGA traffic engineers will develop a traffic simulation model of the subject roadway network utilizing Synchro (Version 10.0) traffic analysis software and available traffic count data obtained for the aforementioned intersections.

- CGA traffic engineers will develop recommendations based on the traffic model and field observations to evaluate proposed roadway, intersection and/or traffic circulation improvements throughout the study area. The analysis will include up to three (3) different alternatives at the intersection of Abbott Avenue and 95th Street to mitigate any identified operational deficiencies. As part of the analysis, the potential redistribution of traffic to other roadways and intersections will also be considered to ensure that the proposed recommendations do not negatively affect operations or safety at other locations within the Town.

- CGA traffic engineers will prepare a report of the study findings including a summary of the alternatives and recommendations to be submitted to Miami Dade County Traffic Engineering and the Florida Department of Transportation (FDOT) for review. It should be noted that several of the roadways within the study area fall under the jurisdiction of the FDOT and Miami Dade County; therefore, it is anticipated that close coordination with these agencies will be required to implement any proposed changes.
- CGA traffic engineers will conduct one presentation of the findings and recommendations of the traffic study to the City Commission, if requested.
- CGA traffic engineers will attend up to two (2) agency meetings to coordinate and discuss the proposed improvement alternatives. Any additional meetings requested by the Town or the maintaining agencies will be completed hourly as an additional service.
- Note: This scope of services does not include plan production for any of the proposed alternatives. These services can be provided as an additional service as requested.

2. BASIS OF COMPENSATION:

Hourly rates with an estimated fee of \$19,190.08 plus reimbursables at \$959.50 with a total not to exceed amount of \$20,149.58. Payments to be made monthly.

3. SUBMITTED

Submitted by: 
Chris Giordano

Date: 11/7/17

4. APPROVAL

Approved by: _____
Guillermo Olmedillo, Town
Manager

Date: _____

**TOWN OF SURFSIDE
WORK AUTHORIZATION ESTIMATE DATE**

WORK AUTHORIZATION NO. 108
PROJECT NAME Traffic Feasibility Study for Abbott Avenue and
95th Street
CGA Proposal No. 17-9832
DESCRIPTION Traffic Analysis and Modeling of road closure
of 95th Street and Abbott Avenue

TITLE	RATE	HOURS/UNITS	COST
Director Engineering V	\$159.14	20	\$3,182.80
Eng Sr CADD Tech Manager	\$106.09	24	\$2,546.16
Project Manager IV	\$137.92	86	\$11,861.12
			\$17,590.08

SUB-CONSULTANTS	COST
Traffic Count Consultant	\$1,600.00
\$1,600.00	

LABOR SUBTOTAL	\$19,190.08
REIMBURSABLE SUBTOTAL	\$959.50
TOTAL	\$20,149.58

Reviewed by: _____
Guillermo Olmedillo, Town Manager



Town of Surfside Commission Communication

Agenda Item # 5D

Agenda Date: November 14, 2017

Subject: Dell Financial Services, L.L.C. (Dell) Lease Agreement For Computer Hardware And Software

Background: The current Town owned computer workstations utilized by staff in their daily operations were leased in 2012 and are currently out of warranty. They are also utilizing different versions of software resulting in compatibility issues. The replacement of the fifty six (56) computer workstations is an approved item in the adopted Fiscal Year 2017 / 2018 budget.

Analysis: With the replacement of the computer workstations, the compatibility and interoperability between different departments will be ensured. Presently the computers are not reliable and are not compatible with the newer versions of software and operating systems. Maintenance has become more expensive as they are increasingly needing to be serviced and replacement parts purchased.

This three (3) year lease provides 56 Dell computers with Microsoft Office Pro 2016 and Adobe Acrobat standard. The Town will have the option of different browsers to ensure compatibility with the new proposed Tyler Financial Software (the ERP) that will be before the Town Commission in the near future. Prior to the termination of the lease in 2020 the Administration will return to the Town Commission to consider options at that time.

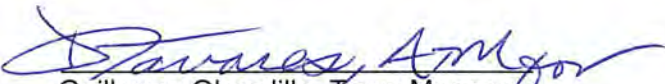
A determination will be made on the selling and/or disposal of the existing computer equipment as surplus property. All of the computers will be cleared of any data prior to disposal.

Budget: The total cost of the 3 year lease is \$79,877.52. This amount will be funded over three fiscal years at a monthly cost of \$2,218.82.

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

Recommendation: The Administration recommends approval and seeks Town Commission authorization to enter into a 3 year lease agreement with Dell Financial Services, L.L.C. for 56 new computer workstations as described above and to authorize the Town Manager to sell and/or dispose of existing computer equipment as surplus property.


Mayte Gamio, Acting Finance Director


Guillermo Olmedillo, Town Manager

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A LEASE AGREEMENT WITH DELL FINANCIAL SERVICES FOR THE LEASE OF COMPUTER EQUIPMENT IN THE AMOUNT OF \$79,877.52 OVER A THREE-YEAR LEASE TERM; PROVIDING FOR WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR IMPLEMENTATION OF THE LEASE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) currently has an aging and outdated computer system which is in need of replacement and upgrades; and

WHEREAS, Dell Financial Services (“Dell”) has proposed to lease computer equipment and products to the Town, as set forth in the Lease Agreement attached hereto as Exhibit “A” (“Lease”); and

WHEREAS, after conducting a good faith review of available sources and negotiation as to price and terms, the Town Manager has recommended that, pursuant to Section 3-12 of the Town Code, it is in the Town's best interest to waive the competitive bidding procedures in order to expeditiously attain the computer equipment from the existing vendor; and

WHEREAS, the Town Commission has determined that it is in the best interests of the Town to replace its computer equipment, and accept the Lease and terms as set forth in Exhibit “A”; and

WHEREAS, pursuant to the Lease, the Town will incur a lease payment of approximately \$2,218.82 per month for a three-year (36 month) lease term for a total cost of \$79,877.52; and

WHEREAS, the cost of the computer equipment Lease was budgeted for Fiscal Year 2017-2018; and

WHEREAS, the Town Commission finds that replacement and lease of the computer equipment is in the best interests of the Town and necessary for efficient Town operations and business.

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

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

Section 2. Lease Approved. That the Lease, in substantially the form attached hereto as Exhibit "A", is hereby approved, and the Town Manager is hereby authorized to execute the Lease with Dell on behalf of the Town, once approved as to form and legal sufficiency by the Town Attorney.

Section 3. Waiver of Competitive Bidding. That pursuant to Section 3-12 of the Town Code, the competitive bidding procedures of the Town's Purchasing Code are hereby waived for the attainment of the products.

Section 4. Implementation. That the Town Manager and/or his designee is hereby authorized to take any and all action necessary to implement this Resolution and the Lease.

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

PASSED and ADOPTED on this 14th day of November, 2017.

Motion by: _____,

Second by: _____.

FINAL VOTE ON ADOPTION

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

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, MMC, Town Clerk

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

Weiss Serota Helfman Cole & Bierman
Town Attorney

LEASE NO: 001 - 8821553-006



TOWN OF SURFSIDE
 9293 HARDING AVE
 SURFSIDE, FL 33154

Dear Jose Feliz

Thank you for choosing Dell Financial Services for your technology leasing needs. We are enclosing the Lease and the Attachment A for your review. Once you have inspected the documents, please follow the four simple steps listed below:

- Step 1 Provide your Federal Employer Identification (FEI) Number on Page 1 of 5 if your FEIN is not printed.
- Step Sign and Date the YOU/LESSEE section only on Page 2 of 5 and print your NAME and TITLE.
- Step 3 After completing steps 1 through 2, return ALL PAGES to 512-283-9380, excluding AutoPay.
- Step 4 (Optional) For the ease and convenience of AUTOPAY, please complete the enclosed form and return it according to the instructions on the autopay form.

Thanks again for choosing Dell Financial Services. If you have any questions regarding the enclosed documentation, please feel free to contact us.

800-955-3355

*****Helpful Information*****

Lease Related: Your DFS Lease Number is: 001 - 8821553-006
 Equipment Related: Your DELL Customer Number is: 15237228

For Dell Inc. equipment support or questions call (888) 560-8324.

View www.Dell.com/Support for Dell order status once your Lease paperwork is complete or call (800) 879-3355

The first invoice you receive once your Lease commences will include your Monthly Rent Payment plus any itemized taxes, fees and shipping charges. Subsequent invoices will only include your Monthly Rent Payments and any other applicable taxes and/or fees.



Your Dell Customer Number is: 15237228

Company No: 73

THIS LEASE AGREEMENT ("LEASE") SETS FORTH YOUR RESPONSIBILITIES AND OBLIGATIONS WITH REGARD TO YOUR LEASE OF THE PRODUCTS. IF YOU WISH TO ENTER INTO THIS LEASE ELECTRONICALLY, PLEASE FOLLOW THE INSTRUCTIONS PROVIDED. YOUR ELECTRONIC SIGNATURE WILL CONSTITUTE YOUR AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY. SAVE AND DOWNLOAD OR PRINT A COPY OF THE LEASE AND ACCOMPANYING E-MAILS AND RETAIN THEM FOR YOUR RECORDS.

THIS LEASE HAS BEEN WRITTEN IN "PLAIN ENGLISH". WHEN WE USE YOU AND YOUR IN THIS LEASE WE MEAN YOU, THE CUSTOMER WHO IS THE LESSEE INDICATED BELOW. WHEN WE USE WE, US AND OUR WE MEAN THE LESSOR, DELL FINANCIAL SERVICES L.L.C.

FULL LEGAL NAME OF LESSEE TOWN OF SURFSIDE		LEASE TERM (MONTHS) 36	MONTHLY RENT PAYMENT^ \$2,131.26 <small>^Subject to Applicable Tax</small>	MONTHLY PERSONAL PROPERTY MGMT FEE^ \$87.56 <small>^Subject to Applicable Tax</small>	COMMENCEMENT DATE
DBA NAME (IF ANY)	TYPE OF BUSINESS Municipality	FINANCING TERMS Product Cost = \$80,698.80 (MONTHLY RENT PAYMENTS ARE DUE AND PAYABLE IN ADVANCE)			
BILLING ADDRESS: STREET, CITY, STATE, ZIP CODE 9293 HARDING AVE SURFSIDE FL 33154-3009					
PRODUCT LOCATION SEE ATTACHMENT A		GENERAL PRODUCT DESCRIPTION/SUPPLIER SEE ATTACHMENT A			
GUARANTOR (IF ANY)		END OF LEASE PURCHASE OPTION Fair Market Value			

596000434

FEDERAL EMPLOYER IDENTIFICATION #

Step 1. If your FEI number is not pre-printed, you MUST provide it in the box above.

TERMS AND CONDITIONS OF LEASE

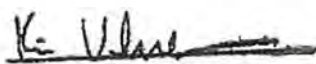
1. NO WARRANTIES: WE ARE LEASING THE PRODUCTS TO YOU "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE OR SUPPLY THE PRODUCTS, WE DO NOT REPRESENT THE MANUFACTURER OR SUPPLIER AND YOU HAVE SELECTED THE PRODUCTS AND THE SUPPLIER BASED ON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PRODUCT OR ANY SERVICES. PROVIDED NO EVENT OF DEFAULT HAS OCCURRED AND IS CONTINUING, WE HEREBY ASSIGN TO YOU FOR THE TERM OF THE LEASE ALL WARRANTIES MADE TO US BY SUPPLIER, MANUFACTURER, AND ANY SERVICE PROVIDER TO YOU, AND YOU AGREE THAT YOU WILL MAKE ALL CLAIMS OF ANY KIND RELATING TO THE PRODUCTS OR SERVICES AGAINST SUCH SUPPLIER, MANUFACTURER, AND/OR SERVICE PROVIDER.

2. ACCEPTANCE; ENTIRE AGREEMENT; DELIVERY; ELECTRONIC SIGNATURES AND RECORDS: BY SIGNING THIS LEASE: (a) YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED, READ, UNDERSTAND AND AGREE TO ALL OF THE TERMS AND CONDITIONS (SECTIONS NUMBERED 1-19, PAGES 1-5) AND ATTACHMENT A OF THIS LEASE; (b) YOU AGREE THAT THIS LEASE IS A NET LEASE AND YOU CANNOT TERMINATE OR CANCEL AND UPON ACCEPTANCE OF THE PRODUCTS YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS UNDER THIS LEASE AND YOU CANNOT WITHHOLD, SETOFF OR REDUCE SUCH PAYMENTS FOR ANY REASON; (c) YOU AGREE THAT THE PRODUCTS WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES; (d) YOU CONFIRM THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO; (e) YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT AND YOU CONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THAT STATE AND YOU EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY; (f) YOU

LEASE NO: 001 - 8821553-006

ACKNOWLEDGE AND AGREE THAT THIS LEASE IS SUBJECT TO THE ARBITRATION PROVISIONS SET FORTH IN SECTION 16 AND YOU UNDERSTAND AND AGREE THAT IN ARBITRATION: YOU GIVE UP RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL; YOUR ABILITY TO COMPEL OTHER PARTIES TO PRODUCE DOCUMENTS OR BE EXAMINED IS MORE LIMITED THAN IN A LAWSUIT; AND, YOUR RIGHTS TO APPEAL OR CHANGE ANY ARBITRATION AWARD IN ANY COURT ARE STRICTLY LIMITED; AND (g) YOU CONFIRM THAT THE INFORMATION IN ANY CREDIT APPLICATION, STATEMENT, TRADE REFERENCE OR FINANCIAL REPORT SUBMITTED TO US IS TRUE AND CORRECT AND YOU UNDERSTAND THAT ANY MATERIAL MISREPRESENTATION SHALL CONSTITUTE A DEFAULT UNDER THE LEASE. YOU AGREE TO BE BOUND BY THIS LEASE BY SIGNING IT. SIGNING AND RETURNING THIS LEASE AGREEMENT CONSTITUTES AN OFFER BY YOU TO LEASE THE PRODUCTS DESCRIBED IN ATTACHMENT A. THE LEASE AGREEMENT IS SUBJECT TO ACCEPTANCE BY DELL FINANCIAL SERVICES. DELL FINANCIAL SERVICES MAY ACCEPT THIS LEASE AGREEMENT BY PAYING THE SUPPLIER THE COST OF THE PRODUCTS OR BY AUTHENTICATING THE LEASE AGREEMENT. IF YOU WISH TO ENTER INTO THIS LEASE ELECTRONICALLY, YOUR ELECTRONIC SIGNATURE WILL CONSTITUTE YOUR AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY. OTHERWISE, YOU MUST SIGN THIS LEASE BY COMPLETING THE SIGNATURE BOX ON A PRINTED COPY OF THE LEASE AND RETURN IT TO US EITHER BY FACSIMILE TRANSMISSION OR BY U.S. MAIL. IF YOU DELIVER THIS SIGNED LEASE TO US, AND WE DO NOT RECEIVE ALL OF THE PAGES TO THE LEASE, YOU AGREE THAT, EXCEPT FOR ANY PAGES WHICH REQUIRE YOUR SIGNATURE, WE MAY SUPPLY THE MISSING PAGES TO THE LEASE FROM OUR DATABASE WHICH CONFORMS TO THE VERSION NUMBER AT THE BOTTOM OF THE PAGE. YOU ACKNOWLEDGE THAT WE ARE RELYING ON YOUR REPRESENTATION THAT THIS LEASE HAS NOT BEEN ALTERED. YOU FURTHER AGREE THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS LEASE, WE MAY PRODUCE A TANGIBLE COPY OF THE LEASE ELECTRONICALLY SIGNED OR TRANSMITTED BY YOU TO US, AND SUCH SIGNED COPY SHALL BE DEEMED TO BE THE ORIGINAL OF THIS LEASE. TO THE EXTENT (IF ANY) THAT THIS LEASE CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE ("UCC"), THE AUTHORITATIVE COPY OF THE LEASE SHALL BE THE COPY DESIGNATED BY US OR OUR ASSIGNEE, FROM TIME TO TIME, AS THE COPY AVAILABLE FOR ACCESS AND REVIEW BY YOU AND US OR OUR ASSIGNEE. ALL OTHER COPIES ARE DEEMED IDENTIFIED AS COPIES OF THE AUTHORITATIVE COPY. IN THE EVENT OF INADVERTENT DESTRUCTION OF THE AUTHORITATIVE COPY, OR CORRUPTION OF THE AUTHORITATIVE COPY FOR ANY REASON OR AS THE RESULT OF ANY CAUSE, THE AUTHORITATIVE COPY MAY BE RESTORED FROM A BACKUP OR ARCHIVE COPY, AND THE RESTORED COPY SHALL BECOME THE AUTHORITATIVE COPY. AT OUR OPTION, THIS ELECTRONIC RECORD MAY BE CONVERTED INTO PAPER FORM. AT SUCH TIME, SUCH PAPER COPY WILL BE DESIGNATED OR MARKED AS THE AUTHORITATIVE COPY OF THE LEASE.

NOTICE: (i) DO NOT SIGN THIS LEASE IF IT CONTAINS BLANK SPACES. (ii) YOU ARE ENTITLED TO AN EXACT, COMPLETELY FILLED-IN COPY OF THE LEASE WHEN YOU SIGN IT. (iii) UNDER THE LAW, YOU MAY HAVE THE FOLLOWING RIGHTS, AMONG OTHERS: (A) TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND OBTAIN A PARTIAL REFUND OF ANY UNEARNED FINANCE CHARGE; (B) TO REDEEM THE PRODUCTS IF REPOSSESSED FOR A DEFAULT; AND (C) TO REQUIRE UNDER CERTAIN CONDITIONS, A RESALE OF THE PRODUCTS IF REPOSSESSED. Dell Financial Services' California Finance Lender License number is 6037884.

YOU/LESSEE: TOWN OF SURFSIDE		US/LESSOR: Dell Financial Services L.L.C.	(For DFS use only) Phone (800) 955-3355 Fax (800) 934-4207 or Fax (512) 246-2028
AUTHORIZED SIGNATURE		9' C A	 Kim Vodicka, Vice President
PRINT NAME AND TITLE	DATE	P	only
			REVIEWED By WALTER KUEHNER at 9:19 am, Nov 06, 2017

Step 2. Please sign and Date the YOU/LESSEE section and print your name and Title.

3. Lease; Acceptance and Commencement; Term; Rent: We agree to lease to you the personal property, and finance for you fees for services (including but not limited to installation and delivery) (the "Services") and software, all as described in Attachment A to this Lease (collectively, the "Products") on the terms and conditions shown in this Lease. With respect to Services, we will only finance one-time charges hereunder. The Products will be deemed irrevocably accepted for purposes of this Lease five (5) days after shipment from the Supplier (the "Acceptance Date"). This Lease will begin on the Commencement Date specified on the first page of this Lease, or if no date is specified, the 1st of the month following the Acceptance Date (the "Commencement Date"). When you receive the Products, you agree to inspect them promptly and advise us if they are not in good working order. If any of the Products are accepted for return by the Supplier pursuant to the relevant Supply Contract (defined below in Section 4) (the "Supplier's Return Policy"), in the time, condition and manner required under the Supplier's Return Policy, we will apply any payment we receive from Supplier as a credit against the amounts owed under this Lease, however, you agree that you shall continue to owe all unpaid amounts. You are responsible for freight charges to deliver and return the Products under the Supplier's Return Policy. Contact Supplier for complete details regarding the Supplier's Return Policy. Dell Inc.'s return policies are available at www.dell.com. If payments are due in arrears, the first Rent payment is due thirty (30) days after the Commencement Date. If payments are due in advance, the first Rent payment is due on the Commencement Date. Added to the first payment of Rent shall be a prorated portion of Rent calculated based on a 30-day month or 90-day quarter (as appropriate) for the period from the Acceptance Date to the Commencement Date. Subsequent payments of Rent are due on the same day each month of the Lease Term (or the following day of the subsequent month if there is no such day). You agree to pay us the Rent for the number of months of the Lease Term stated above. You will make all payments required under this Lease to us at the address we specify in writing. You authorize us to adjust the Rent amount (increase or decrease) listed above based on changes in the actual Product Cost (which is all amounts we have paid or will pay in connection with the purchase, delivery, and installation of the Products, including any trade-up and buyout amounts) provided that any increase in Rent amount will not result in more than a 15% increase to the Rent payment listed above. You agree to allow us to adjust the Rent amount above if the actual Product Cost varies from the Product cost shown above. If any payment of Rent or other amount payable to us is not paid within ten (10) days after the due date, you will pay us a late charge equal to the greater of (i) 1.50 % of the late payment amount or (ii) \$5.00 for each late payment (or if less, the highest amount permitted by applicable law).

4. Selection and Ordering of Products: You select the type and quantity of the Products subject to this Lease. If you have entered into a purchase or supply contract ("Supply Contract") with any Supplier, you assign your rights but not your obligations (other than the obligation to pay for the Products accepted by you under this Lease) effective prior to the passage of title by the Supplier to you.

5. Location; Use; Alterations; Inspection: You will use the Products solely at the Product Location specified above, or if none is specified, at your billing address. Except for temporary relocation of laptop personal computers and other handheld mobile Products, you may not move the Products

without our prior written consent, which shall not be unreasonably withheld. At your own expense, you will maintain the Products in good repair, condition and functional order (except for ordinary wear and tear) and will use them in compliance with all applicable laws. At your sole discretion, you may purchase a maintenance agreement for the Products from the provider of your choice, self-maintain the Products, or forgo such maintenance agreement altogether; regardless of your choice, you will continue to be responsible for the obligations described in this Section. You will use all software in accordance with the end user license terms of the applicable software license agreement ("License"). You may make additions or improvements to the Products unless the addition or improvement would violate any License, decrease the value of Products, or impair their utility. You may remove any such addition or improvement at the end of the Lease if (i) you repair any damage to Products resulting from the removal; (ii) you restore the Products to their original and functional condition (excluding ordinary wear and tear); and, (iii) the removal does not violate any License or render the Products incapable of use or operation. All additions or improvements not removed will become our property at no cost to us. You agree that, we, our assignees, and agents, may inspect the Products at the premises where the Products are located at any reasonable time with prior notice.

6. Title; Quiet Enjoyment; Personal Property; Filing: Except for software that is subject to a separate License and Services, we are the owner of and will hold title to the Products. You will keep the Products free from any and all liens, encumbrances and claims. So long as you are not in Default under the Lease, we will not interfere with your quiet use and enjoyment of the Products during the Lease Term or any renewal term. Unless the Purchase Option is \$1, you agree that this transaction is intended to be a true lease under UCC Article 2A. However, if this transaction is deemed to be a lease intended for security under UCC Article 9, you grant us a purchase money security interest in all of your rights and interest in and to the Products (including your rights to obtain Services or use any software to the extent not prohibited by your License) and any replacements, substitutions, additions, attachments, and all proceeds thereof. You authorize us to file any financing statements or related filings as we may reasonably deem necessary or appropriate. You agree to pay a one-time Transaction Processing Fee to cover our costs for such filing and other documentation costs.

7. Loss or Damage: From the time the Products are delivered to a carrier for shipment to you until their return to us, you are responsible for any loss, theft, damage to or destruction of the Products ("Loss") from any cause at all, whether or not the Loss is covered by insurance. You are required to make all payments under the Lease even if there is a Loss. You must notify us immediately if there is any Loss. Then at our option, you will either (a) repair the Products so they are in good condition and working order to our satisfaction; or (b) replace the Products with like products in good condition and repair and of the same manufacture and equal or greater capacity and capability, with clear title thereto in us; or (c) pay us the "Stipulated Loss Value" which is the sum of: (i) all Rent payments for all the Products and other amounts past due (plus interest thereon) or currently owed to us under the Lease, including unpaid taxes; (ii) all future Rent payments that would accrue over the remaining Lease Term plus our estimated value of our residual interest of all of the Products at the end of the Lease Term, such sum to be discounted to present value at a discount rate equal to the Two-Year U.S. Treasury Constant Yield Maturity Rate ("Discount Rate") in effect on the date you provide notice of the Loss and (iii) any costs and expenses incurred as a result of this event. Present value may be determined in certain states by the actuarial or Rule of 78's method. When you pay the amount of (c) above to us, we will transfer to you our interest in the Products, "AS-IS-WHERE-IS", without any warranty, express or implied, including warranty of merchantability or fitness for any particular purpose; and the Lease will terminate.

8. Insurance: For the Lease Term set forth above, you will provide and maintain, at your expense, (a) property insurance against the loss or theft of or damage to the Products, for their full replacement value naming us as loss payee and (b) public liability and third party property damage insurance naming us as an additional insured. All insurance shall be in a form and amount and with companies satisfactory to us and will provide that we will be given thirty (30) days written notice before cancellation or material change of the policy. At our request, you will deliver the policies or certificates of insurance to us. If you do not give us evidence of insurance acceptable to us we have the right, but not the obligation, to obtain such insurance covering our interest in the Products for the Lease Term. The cost for such insurance will be an additional amount due from you under the Lease.

9. Taxes: You will pay when due, either directly or to us on demand, all taxes (local, state and federal), fines or penalties which may now or hereafter be imposed or levied upon the Lease and the Products, excluding taxes on our net income. We do not have to contest any taxes, fines or penalties. You agree to pay a personal property tax management fee calculated by us and based on the cost of the annual property tax assessed on the Products during the Lease Term. This fee shall be payable with each installment of Rent.

10. Return: Unless the Lease is renewed or you purchase the Products in accordance with the terms of the Lease, you will immediately deliver the Products (including but not limited to cables, power cords, keys, etc.) in good repair, operable condition and able to qualify for the manufacturer's warranty service (ordinary wear and tear excepted) to any place in the continental United States that we direct. You will remove all proprietary data from the Products prior to return. Upon your return of the Products, you agree that your license with respect to the operating system software terminates and you certify that you will either (i) return all copies of the manuals, printed material, certificates of authenticity and media (the "Operating System Software Kit") or (ii) destroy all copies of the Operating System Software Kit, leaving the original operating system installed and functional. You will pay all expenses for deinstalling, packing and shipping and you will insure the Products for the full replacement value during shipping. You will immediately pay us on demand the costs and expenses of all missing or damaged Products.

11. Purchase Option; Automatic Renewal: If no Default exists under the Lease, you will have the option at the end of the Lease Term to purchase all (but not less than all) of the Products for the amount of the Purchase Option price shown above which, if it is the then Fair Market Value of the Products ("FMV"), will be as determined by us in our reasonable judgment, plus any applicable taxes. If you do not agree with our determination, the FMV will be determined for you at your expense by an independent appraiser selected by us and reasonably approved by you. Unless the Purchase Option price is \$1, you must give us written notice at least ninety (90) days before the end of the Lease Term that you will purchase the Products or that you will return the Products to us. Unless you timely provide such written notice of intent and purchase the Products or return the Products to us on the last day of the Lease Term, this Lease will automatically renew on a continuing month-to-month basis until you give us thirty (30) days notice of return and deliver the Products to us. During such renewal terms, the Rent payment will remain the same. Upon payment in full of the Purchase Option price and any amounts which may be due hereunder, we will transfer to you our interest in the Products, "AS-IS-WHERE-IS", without any warranty, express or implied, including warranty of merchantability or fitness for any particular purpose; and the Lease will terminate.

12. Assignment: YOU MAY NOT ASSIGN, SELL, TRANSFER, OR SUBLEASE THE PRODUCTS OR YOUR INTEREST IN THIS LEASE. We may, without notifying you, sell, assign or transfer the Lease and our rights in the Products. You agree that the transferee will have the same rights and benefits that we have now under this Lease, but not our obligations. The rights of the transferee will not be subject to any claim, defense, or setoff that you may have against us.

13. Default: Each of the following is a default ("Default") under the Lease: (a) you fail to pay any Rent or any other payment within 10 days of its due date; (b) you do not perform any of your obligations under the Lease or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after notice from us; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors or enter voluntarily or involuntarily any bankruptcy or other reorganization proceeding; (d) you or any Guarantor provide us incorrect or untrue information regarding any material matter in connection with your application for credit or entering into this Lease; or (e) if this Lease has been guaranteed by someone other than you, any guarantor of the Lease dies, does not perform its obligations under the Guaranty or becomes subject to one of the events listed in clause (c).

14. Remedies: If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate the Lease or any agreements that we have entered into with you or withdraw any offer of credit; (b) we may require you to pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the Stipulated Loss Value calculated under Section 7 plus (ii) any costs and expenses (including breakage fees) incurred as a result of the Default; (c) we may require you to deliver the Products to us as set forth in Section 10; (d) we or our agent may peacefully repossess the Products without court order and you will not make any claims against us for trespass, damages or any other reason and (e) we may exercise any other right at law or in equity. Further, with respect to software and Services, if a Default occurs, you agree upon notice from us to (a) immediately cease using the software and Services, (b) deinstall and delete all copies of the software from any computer systems you own or control or that are used for your benefit, and (c) provide us with a certificate signed by your authorized representative attesting to such cessation of use and maintenance, deinstallation, deletion and destruction. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorney's fees. If we take possession of the Products we may sell or otherwise dispose of the Products, with or without notice, at public or private sale and apply the net proceeds (after we have deducted our costs related to the sale and disposition) to the amounts that you owe us. You agree that if notice of a sale is required by law to be given, 10 days notice will constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds.

15. Indemnity: You are responsible for losses, damages, penalties, claims, costs (including attorneys' fees and expenses), actions, suits and proceedings of every kind, (collectively "Claims") whether based on a theory of strict liability or otherwise caused by or related to this Lease or the Products (including any defects in the Products). You will reimburse us for, and if we request defend us against, any Claims.

16. Arbitration: Either party to this Lease may choose to have any dispute, claim, or controversy arising from or relating to this Lease, any prior agreement or lease between the parties, any application or advertisement related to this Lease or the validity of this arbitration clause or the entire Lease, resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. If such rules conflict with this arbitration agreement, however, then the terms of this arbitration agreement shall control. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act at 9 U.S.C. Section 1, *et seq.* Judgment upon the award rendered may be entered in any court having jurisdiction. Any arbitration award in excess of \$100,000 made pursuant to this arbitration agreement may be appealed by the party against which the award is made. Such appeal will be a *de novo* arbitration proceeding before three arbitrators. The parties agree and understand that they may choose arbitration instead of litigation to resolve disputes. The parties understand that they have a right or opportunity to litigate disputes in court, but may elect to resolve their disputes through arbitration as provided herein. The parties agree and understand that all disputes arising under case law, statutory law, and all other laws including, but not limited to, all contract, tort, and property disputes, may be subject to binding arbitration in accord with this Lease. No class action or request for relief may be brought under this arbitration agreement. You agree that you shall not have the right to participate in arbitration or in court proceedings as a representative or a member of any class of claimants pertaining to any claim arising from or relating to this Lease. The parties agree and understand that the arbitrator shall have all powers provided by law and this Lease, except for powers limited or prohibited by this Lease. Notwithstanding anything herein to the contrary, we retain an option to use judicial or non-judicial relief to recover the Products or to enforce our security interest in the Products, to enforce the monetary obligation secured by the Products or to foreclose on the Products. Such judicial relief would take the form of a lawsuit. The institution and maintenance of any action for judicial relief in a court to foreclose upon any Products, to obtain a monetary judgment or to enforce this Lease, shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this Lease, including the filing of a counterclaim in a suit brought by us pursuant to this provision. **YOU UNDERSTAND AND AGREE THAT IN ARBITRATION: YOU GIVE UP RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL; YOUR ABILITY TO COMPEL OTHER PARTIES TO PRODUCE DOCUMENTS OR BE EXAMINED IS MORE LIMITED THAN IN A LAWSUIT; AND, YOUR RIGHTS TO APPEAL OR CHANGE ANY ARBITRATION AWARD IN ANY COURT ARE STRICTLY LIMITED.**

17. Finance Lease: You agree that if UCC Article 2A applies to this Lease, this Lease will be considered a "finance lease". By signing this Lease you acknowledge that either (1) you have received, reviewed and approved the Supply Contract with the Supplier or (2) we have informed you of the identity of the Supplier, that you may have rights and warranties under the Supply Contract(s) for the Products and you may contact the Supplier of the Products for a description of those rights and warranties. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OR ANY OTHER APPLICABLE LAW WITH RESPECT TO A DEFAULT BY LESSOR UNDER THIS LEASE.**

18. Miscellaneous: You agree that the terms and conditions of this Lease make up the entire agreement between you and us regarding the lease of the Products. Any change in the terms and conditions of the Lease must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to (i) supply missing information and correct obvious errors in this Lease, and (ii) add or correct serial numbers (or similar identifying information) for the Products in this Lease, on Attachment A and in any related filing or documentation. All of our rights and remedies will survive termination of this Lease. All notices under this Lease will be given in writing and will be considered given when deposited in the U.S. mail, postage prepaid or transmitted electronically, addressed to the respective address specified in writing. Any failure of ours to require strict performance by you or any waiver by us of any provision in this Lease will not be construed as a consent or waiver of any other breach of the same or any provision. If any portion of this Lease is deemed invalid, it will not affect the balance of this Lease. It is the express intent of both of us not to violate any usury laws, or to exceed the maximum amount of time price differential, or interest as applicable permitted to be charged, or collected under applicable law. Any such excess payment will be applied to payments under the Lease in inverse order of maturity; any remaining payments will be refunded to you.

19. Products Consisting Solely of Software or Services: This Section 19 applies if the Products described on Attachment A consist exclusively of software, Services, or a combination of both. You agree that this Lease is a financing arrangement providing for your repayment to us of the cost of acquiring the Products from the Supplier (including any provider or seller of Services, licensor or seller of software), plus all other amounts that become due and owing under the terms of this Lease. For the purposes of this Lease and your obligations hereunder, the Products are deemed satisfactorily delivered and accepted by you upon the earlier of delivery from such Supplier or our payment to such Supplier for the cost of acquiring the Products. As security for your obligations under this Lease, you grant us a first-priority security interest in all of your rights and interest in and to the Products (including your rights to use software and obtain Services) and all proceeds thereof (including without limitation any refunds with respect to the software or Services financed hereunder ("Refund") that you receive or have a right to receive), free and clear of all security interests, liens or encumbrances. If you are entitled to a Refund from the Supplier (including any provider or seller of Services, licensor or seller of software), you authorize us to deliver a copy of this Lease to the Supplier as evidence of your consent to our collection and receipt of the Refund directly. Nothing in this Lease shall obligate us to pursue your Refund rights (if any) or modify, excuse or limit your obligations under this Lease, which you acknowledge and agree are absolute and unconditional. We shall apply any such Refund actually received by us against the next scheduled Rent payment(s) and all other amounts owed under this Lease. You agree that you shall owe any unpaid amounts remaining under this Lease after application of the Refund. Upon our written instructions following a Default, you agree to (a) immediately cease using the software and Services, (b) deinstall, delete and destroy all copies of the software from any computer systems owned or controlled by you or used for your benefit, and (c) provide us with a certificate signed by your authorized representative attesting to such cessation of use, maintenance, deinstallation, deletion and destruction. Notwithstanding anything in this Lease to the contrary and only if this Section 19 applies, the Stipulated Loss Value you may be required to pay upon a Default shall equal the

LEASE NO: 001 - 8821553-006

sum of (i) all Rent payments for all the Products and other amounts past due (plus interest thereon) or currently owed to us under the Lease, including unpaid taxes; (ii) all future Rent payments that would accrue over the remaining Lease Term, discounted to present value at the Discount Rate and (iii) any costs and expenses incurred as a result of the Default. As the Products financed hereunder are solely software or Services, you agree that (i) any language herein pertaining to our ownership of the Products and (ii) the following provisions of this Lease shall not apply: Section 5 (in so far as it purports to vest in us ownership of improvements or additions to Products); Section 10 (Return); Section 11 (Purchase Option; Automatic Renewal); Section 14 (in so far as it purports to provide us with a right to sell, lease, or otherwise dispose of the Products consisting of Licenses or Services that would violate the underlying License or Services agreement). You acknowledge that all remaining terms and conditions of this Lease shall apply. Unless an uncured Default exists, this Lease and our interest and rights in the Products shall terminate at the expiration of the Lease Term; provided, however, that such termination shall not affect your obligations accruing prior to the termination.



Attachment A

Company No: 73

Attached hereto and made a part hereof Lease No: 001 - 8821553-006 between DELL FINANCIAL SERVICES L.L.C. as Lessor and TOWN OF SURFSIDE as Lessee

Product Location

9293 Harding Ave
SURFSIDE, FL
33154-3009

General Product Description/Supplier/Quantity

Quote #3000018324053.1

Description

OptiPlex 3050 SFF
Dell 24 Monitor – E2417H
Dell USB SoundBar AC511

Quantity

56
56
56

All other terms and conditions of the Lease shall remain unchanged.



AUTOPAY AUTHORIZATION FORM

This is New Autopay Request Change to Existing Information Cancellation (Please complete Sections 1 and 3)

With this service you have the option of continuing to receive a monthly invoice
 Yes, please continue to send a monthly invoice No, I do not require a monthly invoice

All fields are mandatory

SECTION 1: DELL FINANCIAL SERVICES LEASE CONTRACT AND/OR LOAN ACCOUNT INFORMATION

Name on Dell Lease or Loan Account: _____
(Note: Name on Dell Lease or Loan Account must match with the 'Name on Bank Account' in Section 2)

Please list the 13 digit Lease Contract and/or Loan Account number(s) that you would like to authorize on the AutoPay service. For additional Lease Contracts and/or Loan Accounts, please use a separate sheet to list all Lease and/or Loan Account numbers. Please note that future contracts will require an additional authorized AutoPay form.

_____-_____-_____
_____-_____-_____
_____-_____-_____

Contact Name: _____ Phone: _____
Email Address: _____
(Note: In order to receive confirmation of autopay setup, please provide an email address)

SECTION 2: BANKING INFORMATION (The bank account must be a commercial account)

Name on Bank Account: _____

Bank Routing Number*: _____

Bank Account Number*: _____

* Please see example below for location of routing and account numbers on voided check. Note that routing numbers starting with 5 are not valid.

SECTION 3: SIGNATURE (must be an authorized signer on bank account)

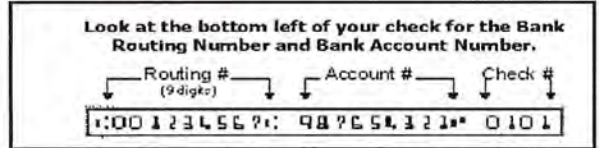
This AutoPay service is established solely for your convenience and is offered at no additional cost to you. You authorize Dell Financial Services L.L.C., its agents and assigns (collectively "DFS") to initiate debit entries in the bank account identified above for amounts due and owing under the Lease/Loan(s), including rental, applicable taxes, shipping charges, and in case of a default, the full amount due under the Lease/Loan. You represent and warrant to DFS that the above account is a commercial account established in connection with your business and not for personal, family or household purposes. You remain responsible for making payments to DFS if the funds cannot be automatically debited from your bank account. In addition, if funds are not available when a payment is due, you agree to pay DFS any late charges due under the Lease/Loan as well as any expenses incurred for every unsuccessful debit attempt. The transactions made pursuant to this authorization form are initiated through the Automated Clearing House. These services may be cancelled or modified by DFS at any time without notice. THIS AUTHORIZATION WILL REMAIN IN FULL FORCE AND EFFECT UNTIL YOU PROVIDE WRITTEN NOTICE OF ITS CANCELLATION TO DFS, AFFORDING DFS AND YOUR BANK A REASONABLE OPPORTUNITY TO ACT.

PRINTED NAME _____ TITLE: _____
SIGNATURE: _____ DATE: _____

If you received this AutoPay form with your new Lease/Loan Agreement, please return the completed form along with your other Lease/Loan documents via fax or mail, as instructed by your DFS representative. PLEASE DO NOT EMAIL THE COMPLETED FORM. Otherwise, please return this completed form and copy of a voided check to our Autopay Department per the instructions below:

BY FAX (for faster activation)
Dell Financial Services AutoPay
Customer Service
Fax# 512-283-1854

BY MAIL
Dell Financial Services AutoPay
OR P.O. Box 81577
Austin, TX 78708-1577



Copy of a voided check must accompany this form

You should retain a copy of this form for your records.

Revision: 7/25/2013

001-8821553-006

	Equipment Rental	Property Tax	Total Monthly Rental
Payment 1	\$ 2,131.26	\$ 87.56	\$ 2,218.82
Payment 2	\$ 2,131.26	\$ 87.56	
Payment 3	\$ 2,131.26	\$ 87.56	
Payment 4	\$ 2,131.26	\$ 87.56	
Payment 5	\$ 2,131.26	\$ 87.56	
Payment 6	\$ 2,131.26	\$ 87.56	
Payment 7	\$ 2,131.26	\$ 87.56	
Payment 8	\$ 2,131.26	\$ 87.56	
Payment 9	\$ 2,131.26	\$ 87.56	
Payment 10	\$ 2,131.26	\$ 87.56	
Payment 11	\$ 2,131.26	\$ 87.56	
Payment 12	\$ 2,131.26	\$ 87.56	
Payment 13	\$ 2,131.26	\$ 87.56	
Payment 14	\$ 2,131.26	\$ 87.56	
Payment 15	\$ 2,131.26	\$ 87.56	
Payment 16	\$ 2,131.26	\$ 87.56	
Payment 17	\$ 2,131.26	\$ 87.56	
Payment 18	\$ 2,131.26	\$ 87.56	
Payment 19	\$ 2,131.26	\$ 87.56	
Payment 20	\$ 2,131.26	\$ 87.56	
Payment 21	\$ 2,131.26	\$ 87.56	
Payment 22	\$ 2,131.26	\$ 87.56	
Payment 23	\$ 2,131.26	\$ 87.56	
Payment 24	\$ 2,131.26	\$ 87.56	
Payment 25	\$ 2,131.26	\$ 87.56	
Payment 26	\$ 2,131.26	\$ 87.56	
Payment 27	\$ 2,131.26	\$ 87.56	
Payment 28	\$ 2,131.26	\$ 87.56	
Payment 29	\$ 2,131.26	\$ 87.56	
Payment 30	\$ 2,131.26	\$ 87.56	
Payment 31	\$ 2,131.26	\$ 87.56	
Payment 32	\$ 2,131.26	\$ 87.56	
Payment 33	\$ 2,131.26	\$ 87.56	
Payment 34	\$ 2,131.26	\$ 87.56	
Payment 35	\$ 2,131.26	\$ 87.56	
Payment 36	\$ 2,131.26	\$ 87.56	
Total	\$ 76,725.36	\$ 3,152.16	\$ 79,877.52

PUBLIC EDUCATION, STATE AND LOCAL GOVERNMENT RIDER

This Rider supplements the provisions of Lease No. 001-8821553-006 ("Lease") between you and us as identified below. This Rider is an integral part of the Lease. Capitalized terms used in this Rider that are not defined will have the meanings specified in the Lease. If there is any conflict between the Lease and this Rider, then this Rider will control and prevail.

1. Funding Intent: You reasonably believe that sufficient funds can be obtained to make all Rent payments and other payments during the Lease Term. You agree that your Chief Executive or Administrative Officer (or your administrative officer that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide appropriate funding for such payments in your annual budget request submitted to your governing body. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. We agree that your obligation to make Rent payments under the Lease will be a current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Lease will be interpreted as a pledge of your general tax revenues, funds or moneys.

2. Nonappropriations of Funds: If (a) sufficient funds are not budgeted or appropriated and budgeted by your governing body in any fiscal period for Rent payments or other payments and (b) you have exhausted all funds legally available for such payments, due under the Lease, then you will give us written notice and the Lease will terminate as of the last day of your fiscal period for which funds for Rent payments are available. Such termination is without any expense or penalty, except for the portions of the Rent payments and those expenses associated with your return of the Products in accordance with paragraph 10 of the Lease for which funds have been budgeted or appropriated or are otherwise legally available.

3. Essential Use: You represent that the use of the Products are essential to your proper, efficient and economic operation and that you shall be the only entity to lease, operate and use the Products.

4. Choice of Law: Regardless of any conflicting provision in the Lease, THE LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.

5. Authority and Authorization: You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Lease is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order or regulation, or cause any default under any agreement to which you are a party; (c) you have complied with all public bidding requirements and, where necessary, have properly presented the Lease for approval and adoption as a valid obligation on your part; and (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Lease for your current fiscal period. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency or municipal certificate, and other documents that we request in a form satisfactory to us.

Lessee: TOWN OF SURFSIDE

Lessor: Dell Financial Services L.L.C.

By: _____
Name and Title: _____
Date: _____

By: Kim Vodicka
Name and Title: _____
Date: _____
Kim Vodicka, Vice President

REVIEWED
By WALTER KUEHNER at 9:18 am, Nov 06, 2017

CERTIFICATION

I _____, a resident of _____, in the State of _____, DO HEREBY

(Certifier) (City) (State)
CERTIFY that I am the _____ of the Lessee identified above, which is a educational, state or political
(Title)

subdivision or agency, duly organized and under the laws of the State of _____ that I have custody of the
(State)

records of the Lessee, and, as of the date set forth below, _____ is the _____
(Name of Above Signature) (Title of Above Signature)
of Lessee and is duly authorized to execute and deliver in the name of and on behalf of Lessee, the Lease (including this Rider) and all related documents.

IN WITNESS WHEREOF, I have hereto set my hand and affixed this seal of Lessee this _____ day of _____, 20____.
(Day) (Month)

-seal- Certifier's Signature: _____



Town of Surfside Commission Communication

Agenda Item # 5E

Agenda Date: November 14, 2017

Subject: Dell Financial Services, L.L.C. (Dell) Lease Agreement For Computer Hardware And Software

Background: The current Town owned computer workstations utilized by staff in their daily operations were leased in 2012 and are currently out of warranty. They are also utilizing different versions of software resulting in compatibility issues. The replacement of the fifty six (56) computer workstations is an approved item in the adopted Fiscal Year 2017 / 2018 budget.

Analysis: With the replacement of the computer workstations, the compatibility and interoperability between different departments will be ensured. Presently the computers are not reliable and are not compatible with the newer versions of software and operating systems. Maintenance has become more expensive as they are increasingly needing to be serviced and replacement parts purchased.

This three (3) year lease provides 56 Dell computers with Microsoft Office Pro 2016 and Adobe Acrobat standard. The Town will have the option of different browsers to ensure compatibility with the new proposed Tyler Financial Software (the ERP) that will be before the Town Commission in the near future. Prior to the termination of the lease in 2020 the Administration will return to the Town Commission to consider options at that time.

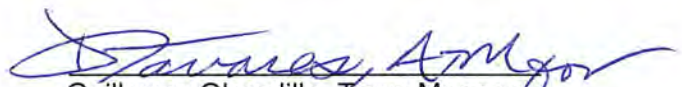
A determination will be made on the selling and/or disposal of the existing computer equipment as surplus property. All of the computers will be cleared of any data prior to disposal.

Budget: The total cost of the 3 year lease is \$79,877.52. This amount will be funded over three fiscal years at a monthly cost of \$2,218.82.

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

Recommendation: The Administration recommends approval and seeks Town Commission authorization to enter into a 3 year lease agreement with Dell Financial Services, L.L.C. for 56 new computer workstations as described above and to authorize the Town Manager to sell and/or dispose of existing computer equipment as surplus property.


Mayte Gamio, Acting Finance Director


Guillermo Olmedillo, Town Manager

RESOLUTION NO. ____

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

WHEREAS, the lease of new computer equipment has enabled the Town of Surfside (“Town”) to be in a position to sell and/or dispose of existing computer equipment as surplus property, which is no longer cost effective to maintain due to its age, technical capabilities and condition; and

WHEREAS, the Town Commission finds and declares that the computer equipment listed on Exhibit “A” attached hereto is surplus property and authorizes the Town Manager to sell or dispose of such equipment in accordance with applicable laws and procedures.

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

Section 1. Recitals. That the above and foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Surplus Property. That the computer equipment owned by the Town which is listed on Exhibit "A" attached hereto and incorporated herein, has become obsolete, has outlived its usefulness, has become inadequate for the public purposes for which it was intended, or is no longer needed for public purposes, and accordingly is hereby declared by the Town Commission to be surplus property of the Town.

Section 3. Disposal Authorized. That the Town Manager is hereby authorized to sell or dispose of the items of surplus property, as described in Section 2 above, in accordance with applicable laws and procedures and as determined by the Town Manager.

Section 4. Implementation. That the Town Manager and/or his designee is authorized to take any and all action necessary to implement this Resolution and the purposes hereof.

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

PASSED and ADOPTED on this 14th day of November, 2017.

Motion by: _____,

Second by: _____.

FINAL VOTE ON ADOPTION

Commissioner Daniel Gielchinsky _____

Commissioner Michael Karukin _____

Commissioner Tina Paul _____

Vice Mayor Barry Cohen _____

Mayor Daniel Dietch _____

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, MMC, Town Clerk

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

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

/

BRAND	PC ASSET TAG	MODEL	SERVICE TAG
Dell	30889	Dell Optiplex 390 Minitower	BSNSKS1
Dell	30891	Dell Optiplex 390 Minitower	BSCHKS1
Dell	30893	Dell Optiplex 390 Minitower	BSGHKS1
Dell	30888	Dell Optiplex 390 Minitower	BSJBKS1
Dell	30127	Dell Optiplex 390 Minitower	BSNHKS1
Dell	30859	Dell Optiplex 390 Minitower	BSNFKS1
Dell	30845	Dell Optiplex 390 Minitower	BSMHKS1
Dell	30847	Dell Optiplex 390 Minitower	BSJCKS1
Dell	30849	Dell Optiplex 390 Minitower	BSDCKS1
Dell	30853	Dell Optiplex 390 Minitower	BSDDKS1
Dell	30855	Dell Optiplex 390 Minitower	BSMFKS1
Dell	30857	Dell Optiplex 390 Minitower	BSKHKS1
Dell	30861	Dell Optiplex 390 Minitower	BSJHKS1
Dell	30863	Dell Optiplex 390 Minitower	BSFHKS1
Dell	30865	Dell Optiplex 390 Minitower	BSKCKS1
Dell	30867	Dell Optiplex 390 Minitower	BSFCKS1
Dell	30869	Dell Optiplex 390 Minitower	BSGBKs1
Dell	30871	Dell Optiplex 390 Minitower	BSNBKS1
Dell	30873	Dell Optiplex 390 Minitower	BSDGKS1
Dell	30875	Dell Optiplex 390 Minitower	BSLBCKS1
Dell	30879	Dell Optiplex 390 Minitower	BSMBKS1
Dell	30881	Dell Optiplex 390 Minitower	BSHHKS1
Dell	30883	Dell Optiplex 390 Minitower	BSFBKS1
Dell	30877	Dell Optiplex 390 Minitower	BSDHKS1
Dell	30851	Dell Optiplex 390 Minitower	BSLBKS1
Dell	30910	Dell Optiplex 7010 Minitower	F7PLDZ1
Dell	30950	Dell Optiplex 3020	7XZ7C32
Dell	30952	Dell Optiplex 3020	H618C32
Dell	30958	Dell Optiplex 3020	BMXT682
Dell	31015	Dell Optiplex 3046	CJ8SCH2
Dell	30091	Dell Optiplex 390	H7N8YR1
Dell	30093	Dell Optiplex 390	H7MRYR1
Dell	30095	Dell Optiplex 390	H7NCYR1
Dell	30097	Dell Optiplex 390	H7MQYR1
Dell	30099	Dell Optiplex 390	H7NDYR1
Dell	30101	Dell Optiplex 390	H7NGYR1
Dell	30103	Dell Optiplex 390	H7NFYR1
Dell	30105	Dell Optiplex 390	H72KYR1
Dell	30107	Dell Optiplex 390	H7N7YR1
Dell	30913	Dell Optiplex 390	1ST7DZ1
Dell	31019	Dell Optiplex 790	CPS2XV1
Dell		Dell Optiplex 710	3WQ0R22
Dell	30899	Dell Optiplex 790	H2G3RW
Dell		Dell Optiplex 780	2SCYVN1
Dell	30314	Dell Optiplex 780	78CSTR1
Dell	30316	Dell Optiplex 780	78BBTR1
Dell	30306	Dell Optiplex 780	G475FQ1
Dell	30308	Dell Optiplex 780	G4756FQ1
Dell	30956	Dell Optiplex 720	BSLCKS1
Dell		Dell Optiplex 390	BSHBKS1
Dell		Dell Optiplex 390	BSGCKS1
Dell	30887	Dell Optiplex 390	BSHCKS1
Dell		Dell Optiplex 3020	CV36782
Dell		Dell Optiplex 780	HDYL3P1

USER	OS	MEMORY	HD	ITOR BAR	DEPARTMENT
Jail	Windows 7	4GB RAM	500 GB	30890	Police Dept
Irine Mocanu	Windows 7	4GB RAM	500 GB	30892	Executive
Melissa Richards	Windows 7	4GB RAM	500 GB	30894	Town Attorney
Duncan Tabares	Windows 7	4GB RAM	500 GB	30180	Town Attorney
Sandra Novoa	Windows 7	4GB RAM	500 GB	30128	Town Clerk
Priscilla Krutules	Windows 7	4GB RAM	500 GB	30860	Town Clerk
Shani Minor	Windows 7	4GB RAM	500 GB	30846	Front Office
Dimaris MonteOca	Windows 7	4GB RAM	500 GB	30848	Front Office
Darlene Martinat	Windows 7	4GB RAM	500 GB	30850	Front Office
Rony Jean	Windows 7	4GB RAM	500 GB	30854	Front Office
Andria Meiri	Windows 7	4GB RAM	500 GB	30856	Front Office
Front Office	Windows 7	4GB RAM	500 GB	30858	Front Office
Ross Prieto	Windows 7	4GB RAM	500 GB	30862	Building
Yamileth Slate-McCloud	Windows 7	4GB RAM	500 GB	30864	HR
Rec Office	Windows 7	4GB RAM	500 GB	30866	Parks & Rec
Rec Office 1	Windows 7	4GB RAM	500 GB	30868	Parks & Rec
Rebecca Flores	Windows 7	4GB RAM	500 GB	30870	Parks & Rec
Stacie Barrett	Windows 7	4GB RAM	500 GB	30872	Parks & Rec
David Flores	Windows 7	4GB RAM	500 GB	30874	Parks & Rec
Jacquelyn Villagran	Windows 7	4GB RAM	500 GB	30876	Parks & Rec
Front Desk	Windows 7	4GB RAM	500 GB	30880	Tourist
Randy Stoke	Windows 7	4GB RAM	500 GB	30882	Public Works
Mayte Gamiotea	Windows 7	4GB RAM	500 GB	30884	Finance
Marisol Rodriguez	Windows 7	4GB RAM	500 GB	30878	Finance
Lindsay Fast	Windows 7	4GB RAM	500 GB	30852	Finance
Carmen Santos-Alborna	Windows 7	8GB RAM	500 GB	30911	Code Complainece
Front Desk	Windows 7	8GB RAM	500 GB	30951	Front Office
Franza Duval	Windows 7	8GB RAM	500 GB	30953	Public Works
Jose Nodarse	Windows 7	4GB RAM	500 GB	30959	Public Works
Elora Riera	Windows 7 / 10	8GB RAM	500GB	31016	Deputy Town Clerk
Dulaney	Win 7	4 GB	500 GB	30092	Police Dept
Marian Cruz	Win 7	4 GB	500 GB	30094	Police Dept
Rory Alberto	Win 7	4 GB	500 GB	30096	Police Dept
John Bambis	Win 7	4 GB	500 GB	30098	Police Dept
Joseph Elionor	Win 7	4 GB	500 GB	30100	Police Dept
Gambirazio	Win 7	4 GB	500 GB	30102	Police Dept
Patrick Mckenna	Win 7	4 GB	500 GB	30104	Police Dept
Jose Pacheco	Win 7	4 GB	500 GB	30106	Police Dept
Julio Torres	Win 7	4 GB	500 GB	30108	Police Dept
Town Hall	Win 7	4GB	500GB	30912	Police Dept
IT Room	Win 7	6GB	500GB		IT Dept
Chambers Room	Win 7	6GB	500GB		Chambers Room
Legal	Win 7	6GB	500GB		Legal Dept
Dina	win 7	4GB	500GB		Police Dept
David Allen	Win 7	4GB	500GB		Police Dept
Jose Matelis	Win 7	4GB	500GB		Police Dept
Dispatch FCIC	Win 7	4GB	500GB		Police Dept
Dispatch	Win7	4GB	500GB		Police Dept
Julio Yero	Win7	6GB	500GB		Police Dept
Manny Carta	win 7	6GB	500GB		Finance Dept
Code	Win 7	6GB	500GB		Code Complainece
Allan Graham	Win 7	4GB	500GB		Code Complainece
Felix Alvares	Win 7	4GB	500GB		Public Works
Parks and Rec	Win 7	4GB	500GB		Parks & Rec



Town of Surfside Commission Communication

Agenda Item # 5F

Agenda Date: September 12, 2017

Subject: Water, Sewer and Stormwater Rates and Service Charges

Background: The Town of Surfside provides utility services of water, sewer and stormwater to 1,373 residential and commercial customers. The Town engaged the services of an independent consultant, Black & Veatch to review and analyze the current water, sewer and stormwater rates and to develop a series of rate adjustments to meet the requirements for each utility over the next five fiscal years. This rate study and five year financial forecast covering the period from fiscal year 2016-2017 through fiscal year 2020-2021 was developed to estimate the revenue adjustments needed for the Town's utilities in order to continue to fund annual operation and maintenance expenses, make required debt service payments of principal and interest on two outstanding loans, meet the debt service coverage ratio requirements of the loans and maintain fund balance reserve requirements.

The Town's last adopted rates for water, sewer and stormwater was in fiscal year 2010. Since the last rate increase seven (7) years ago, the Town has been able to hold off a rate increase as a result of the replacement of a new water, sewer and stormwater utility system. This new system resulted in significant savings from reduced water and sewage flow purchase from Miami-Dade for water and the City of Miami Beach for sewage disposal. The efficient operations of these utilities by the Town resulted in a savings to the utility customers it serves. The Town was able to absorb the annual rate increases for water it purchased from Miami-Dade water and the annual increases in the cost of sanitary sewage flow from the City of Miami Beach for a combined increase of 45% over the past seven years. Also in addition during this seven year period the Consumer Price Index rose 12% for operating cost and capital equipment.

The independent study by Black & Veatch concluded that the water, sewer and stormwater utility revenues from existing rates will not be sufficient to meet anticipated cost over the study period of fiscal year 2017 through 2021. Therefore, revenue adjustments will be needed to meet projected costs.

The Town bills its residential customers for water, sewer and stormwater every two (2) months with an average current bill of \$200.00. The recommended rate adjustments to water, sewer and stormwater rates would increase the average bill \$40.00 every two months.

The current water and sewer rates were adopted in fiscal year 2010 by Ordinance and the stormwater rates were adopted by Resolution. This new Ordinance will show the strike thru of water and sewer rates with new language that will reference the new water and sewer rates to be adopted by Resolution. The Second Reading of the Ordinance will be on October 10, 2017 followed by a Resolution adopting the new water, sewer and stormwater rates effective October 1, 2017.

Budget Impact: The additional annual revenues that are projected to be generated in fiscal year 2017-2018 from the rate adjustments to the Water and Sewer Fund are \$661,908 and to the Stormwater Fund of \$101,000.

The 2017-2018 Annual Budget includes the new revenue projections based on the utility rate adjustments. The Water and Sewer Fund total annual revenues will change from \$3,015,250 to \$3,677,158 and the Stormwater Fund will change from \$505,000 to \$606,000.

Staff Impact: N/A

Recommendation: It is recommended that the independent study by Black & Veatch be implemented and the new water, sewer and stormwater rates be adopted by Resolution.



Donald Nelson, Finance Director



Guillermo Olmedillo, Town Manager

DN/drh

RESOLUTION NO. 2017-_____

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

WHEREAS, on May 10, 2016, the Town Commission of the Town of Surfside (“Town”) adopted Resolution No. 16-2375 approving Black & Veatch to review and analyze the Town’s current water, sewer, and stormwater rates and to develop a series of rate adjustments to meet the requirement for each utility for the next five fiscal years; and

WHEREAS, the Black & Veatch Water/Sewer and Stormwater Rate Study dated July 11, 2017 is attached hereto as Exhibit “A” (“Rate Study”); and

WHEREAS, the Rate Study and five-year financial forecast, covering the period from fiscal years 2016/17 through 2020/21 was developed to estimate the necessary revenue adjustments for the Town’s utilities in order to continue funding annual operations and maintenance expenses, debt service on two outstanding loans, meet the debt service coverage ratio requirements of the loans, and maintain a fund balance for reserve requirements; and

WHEREAS, the Rate Study concluded that the water, sewer and stormwater utility revenues from existing rates will not be sufficient to meet anticipated costs over the five-year study period, thereby necessitating revenue adjustments to meet projected costs; and

WHEREAS, the Town last revised and adopted water and sewer rates and service charges in 2010, and has been able to maintain rates and charges steady without increases to customers for the past seven years as a result of a new utility system that provided significant savings and efficient operations enabling the Town to absorb annual increases in water purchases and sewage disposal costs from the Town’s wholesale providers; and

WHEREAS, the Town amended portions of Chapter 78, Article II (Water Service) and Article III (Sewer and Sewage Disposal) to provide that water and sewer rates and service charges may be established by resolution of the Town Commission; and

WHEREAS, it is necessary for the Town to adjust and increase water rates and service charges as set forth in Exhibit “B” attached hereto, and sewer rates and service charges as set forth in Exhibit “C” attached hereto, in order to meet projected utility costs and expenses for the next five years; and

WHEREAS, the Town has provided notice of the proposed adjustments and increase of water and sewer rates to its customers through the Town’s Utility Department’s billing process pursuant to Section 180.136, Florida Statutes; and

WHEREAS, such water and sewer rates and service charges, as increased, shall be effective October 1, 2017 and shall be reflected on all customer bills beginning with the billing cycle in December, 2017; and

WHEREAS, the Town Commission finds that the adjustment and increase in water and sewer rates and service charges is necessary and 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. That the above-stated recitals are hereby adopted and confirmed.

Section 2. Water and Sewer Rates and Service Charges Approved and Adopted. Effective October 1, 2017, the rates and service charges for water service shall be as set forth in Exhibit “B” attached hereto and are hereby approved and adopted. Effective October 1, 2017, the rates and service charges for sewer service shall be as set forth in Exhibit “C” attached hereto and are hereby approved and adopted.

Section 3. Authorization; Implementation. The Town Manager and Town Officials are authorized to take any and all action necessary to implement the water and sewer rate and service charge adjustments and the purposes of this Resolution.

Section 4. Repeal of Conflicting Provisions. All resolutions or previous rates or service charges for water and sewer service, or parts thereof, in conflict with this Resolution and the revised rates and service charges approved and adopted herein, are hereby repealed to the extent of any conflict.

Section 5. Effective Date. That this Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED on this 14th day of November, 2017.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION

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

Attest:

Daniel Dietch, Mayor

Sandra Novoa, MMC
Town Clerk

Approved as to Form and Legal Sufficiency:

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

EXHIBIT "A"

RATE STUDY

EXHIBIT “B”

WATER RATES AND SERVICE CHARGES

Bi-Monthly Water Base Charge (Service Charge):

[Per Section 78-27 (110-166(a)) of the Town Code]

Meter Size	Current	2017/2018	2018/2019	2019/2020	2020/2021
5/8”	\$ 27.81	33.37	+ 5.0 %	+ 5.0 %	+ 3.0 %
1”	\$ 40.45	48.54	+ 5.0 %	+ 5.0 %	+ 3.0 %
1 ½”	\$ 61.52	73.82	+ 5.0 %	+ 5.0 %	+ 3.0 %
2”	\$ 86.80	104.16	+ 5.0 %	+ 5.0 %	+ 3.0 %
3”	\$ 145.79	174.95	+ 5.0 %	+ 5.0 %	+ 3.0 %
4”	\$ 230.06	276.08	+ 5.0 %	+ 5.0 %	+ 3.0 %
6”	\$ 440.75	528.90	+ 5.0 %	+ 5.0 %	+ 3.0 %
8”	\$ 693.57	832.28	+ 5.0 %	+ 5.0 %	+ 3.0 %

*** Increases in Base Charges for 2018/2019 and 2019/2020 shall be 5.0 %, and increases in Base Charges for 2020/2021 shall be 3.0 %.

Residential Customers – Water Consumption Charges:

(Per Section 78-27 of the Town Code)

Description	Current	2017/2018	2018/2019	2019/2020	2020/2021
<u>Rate per 1,000 gallons</u>					
Block 1 (0-12,000 gallons)	\$ 2.97	3.56	+ 5.0 %	+ 5.0 %	+ 3.0 %
Block 2 (12,001–24,000 gallons)	\$ 3.56	4.28	+ 5.0 %	+ 5.0 %	+ 3.0 %
Block 3 (above 24,000 gallons)	\$ 5.94	7.13	+ 5.0 %	+ 5.0 %	+ 3.0 %

*** Increases in Water Consumption Charges for 2018/2019 and 2019/2020 shall be 5.0 % annually, and increases in Water Consumption Charges for 2020/2021 shall be 3.0 %.

All Other Non-Residential Customers – Water Consumption Charges:

(Per Section 78-27 of the Town Code)

EXHIBIT "C"

SEWER RATES AND SERVICE CHARGES

Sewer Uniform Flow Rate (Service Charge) and Bi-Monthly Base (Fixed) Charge:

(Per Section 78-56 of the Town Code)

<u>Description</u>	<u>Current</u>	<u>2017/2018</u>	<u>2018/2019</u>	<u>2019/2020</u>	<u>2020/2021</u>
<u>Rate per 1,000 gallons</u>					
Uniform Flow Rate	\$ 5.41	6.49	+ 10.00 %	+ 10.00 %	+ 10.00 %
Bi-Monthly Base (Fixed) Charge	\$ 6.88	8.26	+ 10.00 %	+ 10.00 %	+ 10.00 %

*** Increases in Sewer Uniform Flow Rate (Service Charge) for 2018/2019, 2019/2020 and 2020/2021 shall be 10.0 % annually.



Town of Surfside Commission Communication

Agenda Item # 5G

Agenda Date: September 12, 2017

Subject: Water, Sewer and Stormwater Rates and Service Charges

Background: The Town of Surfside provides utility services of water, sewer and stormwater to 1,373 residential and commercial customers. The Town engaged the services of an independent consultant, Black & Veatch to review and analyze the current water, sewer and stormwater rates and to develop a series of rate adjustments to meet the requirements for each utility over the next five fiscal years. This rate study and five year financial forecast covering the period from fiscal year 2016-2017 through fiscal year 2020-2021 was developed to estimate the revenue adjustments needed for the Town's utilities in order to continue to fund annual operation and maintenance expenses, make required debt service payments of principal and interest on two outstanding loans, meet the debt service coverage ratio requirements of the loans and maintain fund balance reserve requirements.

The Town's last adopted rates for water, sewer and stormwater was in fiscal year 2010. Since the last rate increase seven (7) years ago, the Town has been able to hold off a rate increase as a result of the replacement of a new water, sewer and stormwater utility system. This new system resulted in significant savings from reduced water and sewage flow purchase from Miami-Dade for water and the City of Miami Beach for sewage disposal. The efficient operations of these utilities by the Town resulted in a savings to the utility customers it serves. The Town was able to absorb the annual rate increases for water it purchased from Miami-Dade water and the annual increases in the cost of sanitary sewage flow from the City of Miami Beach for a combined increase of 45% over the past seven years. Also in addition during this seven year period the Consumer Price Index rose 12% for operating cost and capital equipment.

The independent study by Black & Veatch concluded that the water, sewer and stormwater utility revenues from existing rates will not be sufficient to meet anticipated cost over the study period of fiscal year 2017 through 2021. Therefore, revenue adjustments will be needed to meet projected costs.

The Town bills its residential customers for water, sewer and stormwater every two (2) months with an average current bill of \$200.00. The recommended rate adjustments to water, sewer and stormwater rates would increase the average bill \$40.00 every two months.

The current water and sewer rates were adopted in fiscal year 2010 by Ordinance and the stormwater rates were adopted by Resolution. This new Ordinance will show the strike thru of water and sewer rates with new language that will reference the new water and sewer rates to be adopted by Resolution. The Second Reading of the Ordinance will be on October 10, 2017 followed by a Resolution adopting the new water, sewer and stormwater rates effective October 1, 2017.

Budget Impact: The additional annual revenues that are projected to be generated in fiscal year 2017-2018 from the rate adjustments to the Water and Sewer Fund are \$661,908 and to the Stormwater Fund of \$101,000.

The 2017-2018 Annual Budget includes the new revenue projections based on the utility rate adjustments. The Water and Sewer Fund total annual revenues will change from \$3,015,250 to \$3,677,158 and the Stormwater Fund will change from \$505,000 to \$606,000.

Staff Impact: N/A

Recommendation: It is recommended that the independent study by Black & Veatch be implemented and the new water, sewer and stormwater rates be adopted by Resolution.



Donald Nelson, Finance Director



Guillermo Olmedillo, Town Manager

DN/drh

RESOLUTION NO. 2017-_____

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

WHEREAS, on May 10, 2016, the Town Commission of the Town of Surfside (“Town”) adopted Resolution No. 16-2375 approving Black & Veatch to review and analyze the Town’s current water, sewer, and stormwater rates and to develop a series of rate adjustments to meet the requirement for each utility for the next five fiscal years; and

WHEREAS, the Black & Veatch Water/Sewer and Stormwater Rate Study dated July 11, 2017 is attached hereto as Exhibit “A” (“Rate Study”); and

WHEREAS, the Rate Study and five-year financial forecast, covering the period from fiscal years 2016/17 through 2020/21 was developed to estimate the necessary revenue adjustments for the Town’s utilities in order to continue funding annual operations and maintenance expenses, debt service on two outstanding loans, meet the debt service coverage ratio requirements of the loans, and maintain a fund balance for reserve requirements; and

WHEREAS, the Rate Study concluded that the water, sewer and stormwater utility revenues from existing rates will not be sufficient to meet anticipated costs over the five-year study period, thereby necessitating revenue adjustments to meet projected costs; and

WHEREAS, the Town last revised and adopted stormwater utility rates in 2010 by Resolution No. 10-1954 with rates were effective on September 25, 2017, and has been able to maintain rates steady without increases to customers for the past seven years; and

WHEREAS, Section 34-75 of the Town Code provides that the rate per ERU to be used in calculating stormwater utility fees shall be set by resolution of the Town Commission; and

WHEREAS, it is necessary for the Town to adjust and increase stormwater utility rates as set forth in Exhibit “B” attached hereto, in order to meet projected utility costs and expenses for the next five years; and

WHEREAS, the Town has provided notice of the proposed adjustments and increase of rates to its customers through the Town’s Utility Department’s billing process pursuant to Section 180.136, Florida Statutes; and

WHEREAS, such stormwater utility rates, as increased, shall be effective October 1, 2017 and shall be reflected on all customer bills beginning with the next applicable billing cycle; and

WHEREAS, the Town Commission finds that the adjustment and increase in stormwater utility rates is necessary and 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. That the above-stated recitals are hereby adopted and confirmed.

Section 2. Stormwater Utility Rates Approved and Adopted. Effective October 1, 2017, the stormwater utility rates shall be as set forth in Exhibit "B" attached hereto and are hereby approved and adopted.

Section 3. Authorization; Implementation. The Town Manager and Town Officials are authorized to take any and all action necessary to implement the stormwater utility rate adjustments and the purposes of this Resolution.

Section 4. Repeal of Conflicting Provisions. Resolution No. 10-1954 and all resolutions or previous rates for stormwater utility, or parts thereof, in conflict with this Resolution and the revised rates approved and adopted herein, are hereby repealed to the extent of any conflict.

Section 5. Effective Date. That this Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED on this 14th day of November, 2017.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION

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

Attest:

Daniel Dietch, Mayor

Sandra Novoa, MMC
Town Clerk

Approved as to Form and Legal Sufficiency:

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

EXHIBIT "A"

RATE STUDY

EXHIBIT “B”

STORMWATER UTILITY RATES

Stormwater Utility Rates

Effective October 1, 2017

<u>Service Type</u>	<u>Current</u>	<u>2017/2018</u>	<u>2019/2019</u>	<u>2019/2020</u>	<u>2020/2021</u>
Single Family Residential (1.0 ERU)	\$ 10.70	\$ 12.84	+ 10.0 %	+ 10.0 %	+ 10.0 %
Multi-Family Residential (1.0 ERU per dwelling unit)	\$ 10.70	\$ 12.84	+ 10.0 %	+ 10.0 %	+ 10.0 %
Place of Worship (0.5 ERU per 1,300 sq. ft. of Impervious Area)	\$ 5.35	\$ 6.42	+ 10.0 %	+ 10.0 %	+ 10.0 %
Non-Residential Developed Property, excluding Places of Worship (1.25 ERU per 1,300 sq. ft. of Impervious Area)	\$ 13.38	\$ 16.06	+ 10.0 %	+ 10.0 %	+ 10.0 %

* Stormwater Utility Rates for FY 2017/2018 effective October 1, 2017 reflect a 20% increase from existing rates, and annual increases thereafter of 10.0 % for FY 2018/2019, 2019/2020 and 2020/2021.



**Town of Surfside
Town Commission Meeting
November 14, 2017
7:00 pm**

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

Agenda #: 9A
Date: November 14, 2017
From: Daniel Dietch, Mayor
Subject: Mandatory Commercial Recycling

Objective: To seek direction from the Town Commission whether it desires the Town Manager to proceed with developing a mandatory commercial recycling ordinance.

Consideration: Surfside has demonstrated its leadership on a range of environmental matters including residential recycling. However, non-residential (i.e., commercial) recycling is an area that could be improved. This is evidenced by the disproportionate amount of recyclable materials disposed in dumpsters associated with commercial properties. I believe this opportunity to enhance recycling can best be accomplished through legislative action. In fact, the Florida Legislature pursuant to Chapter 403, Florida Statutes, empowers local governments to enact ordinances that require the separation and collection of recyclable materials.

Similar approaches have been implemented in many Florida communities and across the United States. Any perceived concerns can be addressed through a robust information campaign that addresses intent, applicability, cost, logistics, exemptions, etc. Such an ordinance can also serve as the platform for future enhancements for such activities as special events. Attached is an example ordinance from Collier County that since adoption in 2004, has greatly increased the non-residential recycling rate.

Recommendation: Direct the Town Manager to develop a mandatory commercial recycling ordinance.

attachment

ORDINANCE NO. 2004 - 50

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA ESTABLISHING A RECYCLING PROGRAM FOR NON-RESIDENTIAL PROPERTY IN THE UNINCORPORATED AREAS OF COLLIER COUNTY; PROVIDING -- FOR INTENT AND PURPOSE; PROVIDING FOR TITLE AND CITATION; PROVIDING FOR APPLICABILITY; PROVIDING FOR CONSTRUCTION AND INTERPRETATION; PROVIDING DEFINITIONS; PROVIDING FOR THE DESIGNATION OF RECYCLABLE MATERIALS; PROVIDING MINIMUM STANDARDS FOR RECYCLING ON NON-RESIDENTIAL PROPERTY; PROVIDING EXEMPTIONS FROM RECYCLING STANDARDS; PROVIDING FOR VOLUNTARY RECYCLING ON NON-RESIDENTIAL PROPERTY; PROVIDING FOR AN AWARDS PROGRAM FOR RECYCLING ON NON-RESIDENTIAL PROPERTY; PROVIDING FOR A RECYCLING EDUCATION AND PROMOTION PROGRAM; PROVIDING FOR EVALUATIONS OF THE NON-RESIDENTIAL RECYCLING PROGRAM; PROVIDING FOR RECYCLING SERVICE AGREEMENTS; PROVIDING STANDARDS FOR RECYCLING CONTRACTORS; PROVIDING FOR SELF-HAULING; PROVIDING FOR COUNTY RECYCLING CENTERS; PROVIDING FOR VARIANCES; PROVIDING FOR INSPECTIONS, ENFORCEMENT, AND PENALTIES; PROVIDING FOR APPEALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR INCLUSION IN THE COUNTY'S CODE OF LAWS AND ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 403.706(21), Florida Statutes, authorizes local governments to enact ordinances that require the separation and collection of Recyclable Materials; and

WHEREAS, the Board of County Commissioners wishes to increase Recycling in Collier County because Recycling will save energy and natural resources, provide useful products, and prove economically beneficial; and

WHEREAS, the Board also wishes to increase Recycling in Collier County because Recycling will help ensure that the valuable and limited capacity of the County's Naples Landfill is conserved; and

WHEREAS, the Board finds it is necessary for the protection of the public health, safety and welfare of the residents of Collier County to require the Recycling of Recyclable Materials generated on Non-Residential Property.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, as follows:

SECTION ONE: Intent and Purpose.

It is the intent and purpose of this Ordinance to promote Recycling by: (a) requiring businesses and institutions in unincorporated Collier County to segregate and recycle as many

designated Recyclable Materials as practicable; (b) establishing educational programs concerning Recycling; (c) providing incentives and awards programs that will make Recycling more attractive to the businesses and institutions in unincorporated Collier County; (d) limiting the regulatory impact of this Ordinance on business; and (e) eliminating potential conflicts between the requirements of this Ordinance and the requirements of the County's Land Development Code. By utilizing a balanced combination of incentives and regulations, the Board intends to accomplish its Recycling goals while minimizing the regulatory requirements in this Ordinance. The Board also intends to provide sufficient time for the businesses and institutions in Collier County to comply with the County's new programs.

SECTION TWO: Title and Citation.

This Ordinance shall be known and may be cited as the "Collier County Non-Residential Recycling Ordinance".

SECTION THREE: Applicability.

This Ordinance shall be applicable only within the unincorporated areas of Collier County.

SECTION FOUR: Construction and Interpretation.

This Ordinance shall be liberally construed in order to effectively carry out the intent and purpose of the Ordinance. Where any provision of this Ordinance refers to or incorporates another provision, statute, rule, regulation or other authority, this Ordinance refers to the most current version, including and incorporating any amendments thereto or renumbering thereof. —

SECTION FIVE: Definitions.

For the purposes of this Ordinance, the definitions contained in this Section 5 shall apply unless otherwise specifically stated. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular, and words in the singular number include the plural. The word "shall" is always mandatory and not merely discretionary.

Pursuant to Section 403.7031, Florida Statutes, all definitions in this Section 5 shall be construed in a manner that is consistent with the definitions contained in Section 403.703, Florida Statutes. In the case of any apparent conflict or inconsistency with the definitions contained in Section 403.703, Florida Statutes, the statutory definition shall apply.

- A. Board means the Board of County Commissioners of Collier County, Florida.
- B. Certificate of Operation means the license that a Contractor must obtain from the County before it can Collect Recyclable Materials in the County.
- C. Code Enforcement Board means the entity that is responsible for enforcing the County's ordinances pursuant to Chapter 2, Division 11, of the Code of Laws and Ordinances of Collier County, Florida.
- D. Collect means to gather or pick up Recyclable Materials for transport and delivery to a Recycling Facility.
- E. Contractor means a Person who Collects or transports Recyclable Materials from Non-Residential Property for profit.
- F. County means Collier County, Florida.
- G. County Manager means the County Manager of Collier County or the County Manager's designee.
- H. Customer means an Owner or Generator that enters into a Service Agreement with a Contractor for Recycling services.
- I. De Minimis Amount means the amount of Solid Waste which lawfully may be included in separated Recyclable Materials. A De Minimis Amount of Solid Waste is 10 percent, by volume or weight, whichever is more restrictive, as determined by a measurement or a visual inspection by the County Manager.
- J. Dwelling means any building, or part thereof, intended, designed, used, or occupied in whole or in part as the residence or living quarters of one or more persons, permanently or transiently, with cooking and sanitary facilities. Such term shall not mean a room in a motel or hotel.
- K. Garbage means all kitchen and table food waste, and animal or vegetative waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials.
- L. Generator means each business, not-for-profit organization and institution (i.e., all Persons except individuals) that generates one or more Recyclable Materials as a result of its activities on Non-Residential Property.
- M. Materials Recovery Facility means a Solid Waste management facility that provides for the extraction from Solid Waste of Recyclable Materials, materials suitable for use as a fuel or soil amendment, or any combination of such materials.

N. Multi-Family Residence means a group of three or more dwelling units within a single conventional building, attached side by side, or one above another, and wherein each dwelling unit may be individually owned or leased initially on land which is under common or single ownership.

O. Non-Residential Property means real property that is located in an unincorporated area of Collier County and used primarily for: (1) commerce, including but not limited to offices, stores, Restaurants, motels, hotels, recreational vehicle parks, theaters, and service stations; (2) not-for-profit organizations; and (3) institutional uses, including but not limited to governmental facilities, churches, hospitals and schools. The term Non-Residential Property shall not include any Residential Units or undeveloped land.

P. Ordinance means this County Ordinance No. 2004-__.

Q. Organic Waste means Garbage and other similar putrescible Solid Waste, including source separated food waste and food-soiled paper. Organic Waste does not include yard trash.

R. Owner means a Person who owns Non-Residential Property. An Owner also may be a Generator.

S. Person means any and all persons, natural or artificial, including any individual, firm, partnership, joint venture, public or private corporation, or other association, or any combination thereof, however organized; any county; and any local, state or federal governmental agency.

T. Primary Recyclable Material means a Recyclable Material that a Person generates on Non-Residential Property in amounts greater than 96 gallons per month.

U. Recovered Materials means metal, paper, glass, plastic, textile, or rubber materials that have known Recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the Solid Waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered Materials as described above are not Solid Waste.

V. Recovered Materials Processing Facility means a facility engaged solely in the storage, processing, resale, or reuse of Recovered Materials.

W. Recyclable Materials means those materials that are capable of being Recycled, which would otherwise be processed as Solid Waste, and are designated by the Board pursuant to Section 6 of this Ordinance.

X. Recyclable Materials Container means any box, tub, or other container that is made of metal, hard plastic or other similar material and is suitable for the collection of Recyclable Materials.

Y. Recycling means any process by which Solid Waste, or materials which would otherwise become Solid Waste, are collected, separated, processed and reused or returned to use in the form of raw materials or products.

Z. Recycling Facility means any facility that recycles Recyclable Materials, including but not limited to buy back centers, drop-off centers (both permanent and mobile), designated County Recycling centers, Materials Recovery Facilities and Recovered Materials Processing Facilities.

AA. Residential Unit means a single-family residence, duplex residence and a Multi-Family Residence.

BB. Restaurant means any bar, tavern or other eating or drinking establishment where food or beverages are prepared, served, or sold for profit, either for immediate consumption on or in the vicinity of the premises, or called for or taken out by customers, or prepared prior to being delivered to another location for consumption.

CC. Self-Hauling Certificate means a written certification by an Owner or Generator confirming that the Owner or Generator is collecting and transporting Recyclable Materials to a Recycling Facility.

DD. Service Agreement means a written agreement between a Contractor and an Owner or Generator concerning the collection of Recyclable Materials.

EE. Solid Waste means sludge unregulated under the federal Clean Water Act or Clean Air Act, sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or Garbage, rubbish, refuse, special waste, or other discarded materials, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.

FF. Substantial Hardship means a demonstrated economic, technological, legal, or other type of hardship.

SECTION SIX: Designation of Recyclable Materials.

For the purposes of this Ordinance, Recyclable Materials means paper, cardboard, glass, plastic (Nos. 1 through 7), aluminum, and ferrous metal. The Board may designate other materials (e.g., Organic Waste) as Recyclable Materials if the Board determines that a market

exists for such materials and a cost-effective system is in place for Recycling such materials. Materials shall be deleted from this list of Recyclable Materials if the Board determines that a market no longer exists or a cost-effective system is no longer in place for Recycling such materials.

SECTION SEVEN: Minimum Standards for Recycling on Non-Residential Property

A. Each Owner shall: (1) provide Recyclable Materials Containers on the Owner's Non-Residential Property so the Generators located on the Owner's Non-Residential Property may recycle all of the Recyclable Materials that the Generators have designated pursuant to Subsection 7.B., below; and (2) Collect the materials placed in the Recyclable Materials Containers and transport those materials to a Recycling Facility.

B. Each Generator shall diligently attempt to recycle all of the Primary Recyclable Materials that it produces. At least once each year, each Generator shall: (1) consider the list of Recyclable Materials designated by the County pursuant to Section 6 of this Ordinance; (2) consider the types of Recyclable Materials generated by its activities on Non-Residential Property; (3) identify the Primary Recyclable Materials that the Generator produces; and (4) identify (i.e., designate) the Primary Recyclable Materials that the Generator will recycle. Thereafter, each Generator shall separate the designated Primary Recyclable Materials from the Generator's Solid Waste, and the Generator shall place the designated Primary Recyclable Materials in Recyclable Materials Containers for collection.

C. If a Generator's activities do not produce any Primary Recyclable Materials, the Generator shall designate and recycle one or more Recyclable Materials in the manner described in Subsection 7.B, above, unless the Generator is exempt pursuant to Subsection 8.A, below.

D. Each Generator shall coordinate with the Owner of the Non-Residential Property where the Generator's activities occur, and each Owner shall coordinate with the Generators on its Non-Residential Property, to ensure that the Generator's Recyclable Materials are taken to a Recycling Facility.

E. No Person shall dispose of Recyclable Materials that have been separated from Solid Waste pursuant to the provisions of Subsections 7.B or 7.C, above.

F. No Person shall place Solid Waste in a Recyclable Materials Container.

G. No Person shall cause litter or a nuisance. Each Person shall take all necessary steps to ensure that their own Recycling activities do not cause litter or a nuisance. Each Person shall immediately pick up any litter and eliminate any nuisance caused by their own activities.

H. Each Owner shall, upon request, provide the County Manager with a copy of a Service Agreement, Self-Hauling Certificate, or other document (e.g., receipt from a Recycling Facility) demonstrating that the Primary Recyclable Materials generated on the Owner's Non-Residential Property are being taken to a Recycling Facility. The Service Agreement, Self-Hauling Certificate, or other document shall be available for inspection by the County Manager at the Owner's Non-Residential Property during normal business hours. The Owner also shall mail or deliver these documents to any Generator located on the Owner's Non-Residential Property, within fourteen (14) days, if the Generator requests the documents.

I. Each Generator shall, upon request, provide the County Manager with a copy of a Service Agreement, Self-Hauling Certificate, or other document (e.g., receipt from a Recycling Facility) demonstrating that the Generator's Primary Recyclable Materials are being taken to a Recycling Facility. The Service Agreement, Self-Hauling Certificate, or other document shall be available for inspection by the County Manager at the Generator's Non-Residential Property during the Generator's normal business hours.

J. An Owner may satisfy its obligations under this Ordinance by performing the required activities itself or by using the services of a Contractor or other Person who complies with the requirements of this Ordinance. However, notwithstanding anything else contained herein, the Owner shall be responsible for ensuring and demonstrating its compliance with the requirements of this Ordinance.

K. A Generator may satisfy its obligations under this Ordinance by performing the required activities itself or by using the services of a Contractor or other Person who complies with the requirements of this Ordinance. However, notwithstanding anything else contained herein, each Generator shall be responsible for ensuring and demonstrating its compliance with the requirements of this Ordinance.

SECTION EIGHT: Exemptions from Recycling Standards.

A. Notwithstanding any other provision herein, a Generator shall be exempt from the requirements in Section 7 of this Ordinance if the Generator uses no more than one container for the disposal of its Solid Waste, the container's capacity is no greater than ninety-six (96) gallons, and the contents of the container are collected no more than two (2) times per week.

B. Notwithstanding any other provision herein, a Generator shall not be required to recycle a Recyclable Material if the Generator demonstrates to the County Manager that there is no collection service or other cost-effective system available for Recycling such material.

C. Notwithstanding any other provision herein, an Owner shall be exempt from the requirements in Section 7 of this Ordinance if: (1) all of the Generators on the Owner's Non-Residential Property are exempt from or not required to comply with the provisions of Section 7; or (2) Primary Recyclable Materials are not being generated by any activities occurring on the Owner's Non-Residential Property.

SECTION NINE: Extraordinary and Innovative Recycling.

A. All Owners and Generators, including those who are exempt from some or all of the requirements in this Ordinance, are encouraged to recycle all of their Recyclable Materials, especially aluminum cans, paper, and cardboard.

B. Owners and Generators are encouraged to work with the County to develop new and innovative methods to recycle other Recyclable Materials, such as Organic Waste.

C. All municipalities in Collier County are encouraged to adopt and implement Recycling programs for the businesses and institutions located in the incorporated areas of the County. If requested, the County Manager shall provide advice and technical assistance with the development of the Recycling programs for these municipalities.

SECTION TEN: Awards Program for Recycling on Non-Residential Property.

The County Manager is hereby authorized to establish and implement an awards program to recognize Owners and Generators in the County who implement exceptional or innovative Recycling programs for Non-Residential Property.

SECTION ELEVEN: Recycling Education and Promotion Program.

The County Manager is hereby authorized to establish and implement a Recycling education and promotion program for Owners and Generators in the County. The education and promotion program may include, but is not limited to, public workshops, public service announcements, multi-media advertising, and direct mailings concerning the methods and benefits of Recycling on Non-Residential Property.

SECTION TWELVE: Evaluation of Non-Residential Recycling Program.

As needed, the County Manager shall provide a report to the Board concerning the County's Recycling program for Non-Residential Property. The report shall address the effectiveness of the County's Recycling program for Non-Residential Property, the general costs and benefits associated with this program, and any changes that should be implemented to

improve the effectiveness of the program.

SECTION THIRTEEN: Recycling Service Agreements.

A Contractor shall provide a written Service Agreement to a Customer before the Contractor begins to collect that Customer's Recyclable Materials. The Service Agreement shall describe the services to be provided by the Contractor, the fees to be paid by the Customer, and the other terms of the parties' agreement.

SECTION FOURTEEN: Standards for Recycling Contractors.

A. No Person may Collect or transport Recyclable Materials in the County for profit unless such Person has obtained a Certificate of Operation from the County. However, a certified Recovered Materials dealer, as defined in Section 403.7046, Florida Statutes, is not required to obtain a Certificate of Operation before engaging in business in the County.

*B. A not-for-profit Person is not required to obtain a Certificate of Operation before collecting or transporting Recyclable Materials in the County.

C. Any Person may file an application with the County Manager for a Certificate of Operation. The application shall be submitted on a form prepared by the County Manager. The applicant shall provide the information and documentation that is requested by the County Manager, including but not limited to the following:

1. The name, address and telephone number of the applicant;
2. A description of the vehicles that the applicant will use to Collect Recyclable Materials, including the make, model, and serial number of each vehicle; and
3. Certificates of insurance demonstrating that the applicant has the following minimum insurance coverage: commercial general liability insurance of at least \$1,000,000; business automobile liability insurance of at least \$1,000,000; workers' compensation insurance of at least the statutory limits, unless otherwise provided by state law; and umbrella liability insurance of at least \$2,000,000. The certificates of insurance shall state that the County will receive at least 30 days' written notice before cancellation or reduction of coverage. The certificates of insurance shall indicate that the Board is a named insured in all of the insurance policies required by this Ordinance, with the exception of workers compensation.
4. A written statement certifying that the applicant has reviewed and will comply with all of the requirements in the Certificate of Operation and this Ordinance.

D. If the County Manager determines that the applicant complies with the terms of this Ordinance and all applicable laws, the County Manager shall grant a Certificate of Operation. The County Manager shall deny an application for a Certificate of Operation if the County Manager determines that the applicant does not comply with the terms of this Ordinance or other applicable law. The County Manager may revoke a Certificate of Operation if the County Manager determines, after providing notice and an opportunity for a hearing, that a Contractor has violated the provisions in a Certificate of Operation or any applicable law.

E. The County Manager shall approve a standard form that will be used as the County's Certificate of Operation. The Certificate of Operation shall contain the conditions and limitations that are deemed appropriate by the Board. The Certificate of Operation shall remain in effect for a period of one (1) year, unless the Board approves a longer duration by resolution.

F. A Contractor shall provide each of its Customers with Recyclable Materials Containers that are sufficient to accommodate the quantity and types of Recyclable Materials that will be recycled by the Customer.

G. A Contractor shall conduct all of its activities in accordance with all applicable laws and best management practices. A Contractor's vehicles, equipment and containers shall be kept in a clean and well-maintained condition.

H. A Contractor shall not take a Customer's Recyclable Materials to a landfill or other site for disposal, unless the Contractor has received a variance pursuant to Section 16 of this Ordinance.

I. Unless exempt from this requirement pursuant to Chapter 62-722, Florida Administrative Code, a Contractor shall provide quarterly reports to the County identifying, at a minimum, the types and amounts of Recyclable Material it collected, and each Recycling Facility to which the Recyclable Material was taken. The County Manager may require the Contractor to provide such other information as the County Manager reasonably determines is necessary, provided such request is consistent with the provisions of Chapter 62-722, Florida Administrative Code.

SECTION FIFTEEN: Self-Hauling.

A. If an Owner Collects the Recyclable Materials generated on its Non-Residential Property and transports those materials to a Recycling Facility, without using a Contractor, the Owner shall, upon request, prepare a Self-Hauling Certificate for the County Manager.

B. If a Generator Collects and transports its Recyclable Materials to a Recycling Facility, without using a Contractor, the Generator shall, upon request, prepare a Self-Hauling Certificate for the County Manager.

C. The County Manager shall approve a standard form that shall be used as a Self-Hauling Certificate. At a minimum, the Owner or Generator shall provide the following information in the Self-Hauling Certificate:

1. The name, address and telephone number of the Owner or Generator that is signing the Self-Hauling Certificate;
2. The address of the Non-Residential Property where the Recyclable Materials are generated;
3. The names of the Generators that are transporting Recyclable Materials pursuant to the Self-Hauling Certificate;
4. A brief description of the activities or businesses that are generating the Recyclable Materials;
5. A list of the types of Recyclable Materials that are being transported;
6. For each type of Recyclable Material, the amount that is being taken from the Non-Residential Property to a Recycling Facility each month;
7. The name and address of the Recycling Facility; and
8. The Occupational License number(s) for the Non-Residential Property.

D. The Self-Hauling Certificate shall contain a written statement, signed by the Owner or Generator, certifying that the Owner or Generator is in compliance with the requirements of this Ordinance.

E. The County Manager may restrict or prohibit self-hauling by a Person if the County Manager determines, after providing notice and an opportunity for a hearing, that the Person's self-hauling activities violate the provisions of this Ordinance or any other applicable law.

SECTION SIXTEEN: County Recycling Centers.

A. The County has established recycling centers for the benefit of the community. The County may impose conditions and limitations upon any Person that wishes to use the County's recycling centers, including limitations on the types and amounts of Recyclable Materials that will be accepted at the recycling centers. The County also may charge fees for the use of its recycling centers. The conditions, limitations, and fees applicable to the recycling

centers shall be established by resolution of the Board.

B. A Contractor shall not deliver Recyclable Materials or Solid Waste to the County's recycling centers, unless the deliveries are approved in advance by the County Manager.

SECTION SEVENTEEN: Variances.

A. The County Manager shall grant an administrative variance from the requirements in this Ordinance when an Owner, Generator or other Person demonstrates that the application of the Ordinance would create a Substantial Hardship.

B. Any Owner or Generator who demonstrates that, due to site specific conditions, the Owner or Generator cannot simultaneously comply with this Ordinance and the provision of any section of the Collier County Land Development Code or the provision of a duly adopted planned unit development, may seek a variance pursuant to Section 9.04.00 of the Land Development Code. In the alternative, the County Manager may grant an administrative variance from the requirements of this Ordinance.

C. An application for an administrative variance pursuant to Subsections 17.A or 17.B, above, shall be submitted to the County Manager on a form prescribed by the County Manager. An application for a variance from the County's Land Development Code pursuant to Subsection 17.B, above, shall be governed by Section 9.04.00 of the Collier County Land Development Code. The fee for a variance shall be established by resolution of the Board.

D. Pursuant to Section Five of the 2004 Land Development Code adopting Ordinance (Ordinance No. 2004-___), the requirements of Section 4.05.04 (minimum requirements for parking spaces) and Section 4.06.00 (minimum requirements for visual screening) of the Land Development Code do not apply to a Person that filed an application for a site plan approval before the effective enforcement date of this Ordinance, but only if and only to the extent that the Person's compliance with this Ordinance precludes the Person from complying with the requirements in Sections 4.05.04 and 4.06.00 of the Land Development Code.

SECTION EIGHTEEN: Inspections, Enforcement and Penalties.

A. The County Manager is authorized to conduct inspections on Non-Residential Property for the purpose of determining whether a Person is in compliance with the requirements of this Ordinance. The County Manager also is authorized to inspect any vehicle, equipment or

container used to Collect or transport Recyclable Materials in the County for the purpose of ensuring that the vehicle, equipment or container is not producing litter or leaking liquids or other residuals during transport.

B. It shall be prima facie evidence of a violation of this Ordinance if an Owner or Generator fails to have a Recyclable Materials Container in use on their Non-Residential Property.

C. To provide the public with a reasonable opportunity to comply with this Ordinance, the County shall not seek any penalties for violations of this Ordinance that occur within twelve months of the effective date of this Ordinance. The deadline for compliance with this Ordinance may be postponed by resolution of the Board.

D. The County Manager shall have the power to enforce the provisions of this Ordinance through the County's Code Enforcement Board. The County Manager also may enforce this Ordinance by using any other enforcement procedure that is approved by the Board in the future pursuant to a County ordinance.

SECTION NINETEEN: Appeals.

A. The County Manager is hereby granted the authority to resolve any questions concerning the proper interpretation and application of this Ordinance.

B. Any decision of the County Manager under this Ordinance may be appealed to the Board. Any appeal shall be initiated by filing a written petition with the County Manager within ten (10) days after the County Manager issues a written decision concerning the matter in dispute. The petition shall describe the facts and issues in dispute and shall explain why the petitioner is entitled to relief. The petition shall be presented to the Board for its consideration as expeditiously as possible, but the petitioner shall be given at least ten (10) days advance notice of the Board's meeting concerning the petition. At the Board's meeting, the petitioner shall have the burden of proving that it is entitled to the relief requested.

SECTION TWENTY: Severability.

If any clause, section or provision of this Ordinance shall be declared to be unconstitutional or invalid for any cause or reason, the same shall be eliminated from this Ordinance and the remaining portion of this Ordinance shall be in full force and effect and be as valid as if such invalid portion thereof had not been incorporated therein.

SECTION TWENTY ONE: Conflict.

The provisions of any other Collier County Ordinance that are inconsistent or in conflict with the provisions of this Ordinance are superseded to the extent of such inconsistency or conflict, or waived when the subject of a variance granted pursuant to Section 16 of this Ordinance.

SECTION TWENTY TWO: Inclusion in the County's Code of Laws and Ordinances.

The provisions of this Ordinance shall become and be made a part of the Code of Laws and Ordinances of Collier County, Florida. The sections of the Ordinance may be renumbered or relettered to accomplish this goal, and the word "ordinance" may be changed to "section", "article", or any other appropriate word.

SECTION TWENTY THREE: Effective Date.

This Ordinance shall become effective upon receipt of notice of its filing from the office of the Secretary of State of the State of Florida.

PASSED AND DULY ADOPTED by the Board of County Commissioners of Collier County, Florida, this 27th day of July, 2004.

DATED: 7/29/04
ATTEST:
DWIGHT E. BROCK, Clerk

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: Heidi R. Rockhold, D.C.
Deputy Clerk

By: Donna Fiala
DONNA FIALA, Chairman

Approved as to form and
legal sufficiency:

Robert N. Zachary
Robert N. Zachary
Assistant County Attorney

Agenda Deadline Dates

MONTH	Deadline - Items To		Agenda Deadline - All		Agenda		Commission Meeting	
	Town Attorney	Completed Items To	Town Clerk	Completed Items To	Distribution	Date	Date	Date
January 2018	12/15/2017		12/29/2017		1/3/2018		1/9/2018	
February 2018	1/19/2018		2/2/2018		2/7/2018		2/13/2018	
March 2018	2/16/2018		3/2/2018		3/7/2018		3/13/2017	
April 2018	3/16/2018		3/30/2018		4/4/2018		4/10/2018	
May 2018	4/13/2018		4/27/2018		5/2/2018		5/8/2018	
June 2018	5/18/2018		6/1/2018		6/6/2018		6/12/2018	
July 2018	6/15/2018		6/29/2018		7/4/2018**		7/10/2018	
August 2018	7/20/2018		8/2/2018		8/8/2018		8/14/2018	
September 2018	8/17/2018		8/31/2018		9/5/2018		9/11/2018**	
October 2018	9/14/2018		9/28/2018		10/3/2018		10/9/2018	
November 2018	10/19/2018		11/2/2018		11/7/2018		11/13/2018	
December 2018	11/16/2018		11/30/2018		12/5/2018		12/11/2018	
January 2019	12/14/2018		12/28/2018		1/2/2019		1/8/2019	

10/25/2017

Agenda Distribution	Current Date	Proposed Date	
	7/4/2018	7/3/2018	Fourth of July Holiday
Commission Meeting	9/11/2018	9/12/2018	Rosh Hashana